CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

5:30 P.M. – CLOSED SESSION
6:30 P.M. – REGULAR MEETING

SEPTEMBER 10, 2014
Council Chambers
23873 Clinton Keith Road

Marsha Swanson, Mayor/Chairman
Ben Benoit, Mayor Pro Tem/Vice-Chairman
Bob Cashman, Council Member/Trustee
Bridgette Moore, Council Member/Trustee
Timothy Walker, Council Member/Trustee

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA SEPTEMBER 10, 2014

ORDER OF BUSINESS: Public sessions of all regular meetings of the City Council begin at 6:30 p.m. Closed Sessions begin at 5:30 p.m. or such other time as noted.

REPORTS: All agenda items and reports are available for review at: Wildomar City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Blvd.; and on the City's website, www.cityofwildomar.org. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours.

PUBLIC COMMENTS: Prior to the business portion of the agenda, the City Council will receive public comments regarding any items or matters within the jurisdiction of the governing body. The Mayor will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Comment Card" available at the Chamber door. The completed form is to be submitted to the City Clerk prior to an individual being heard. Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

ADDITIONS/DELETIONS: Items of business may be added to the agenda upon a motion adopted by a minimum 2/3 vote finding that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted. Items may be deleted from the agenda upon request of staff or upon action of the Council.

CONSENT CALENDAR: Consent Calendar items will be acted on by one roll call vote unless Council members, staff, or the public request the item be discussed and/or removed from the Consent Calendar for separate action.

PLEASE TURN ALL DEVICES TO VIBRATE/MUTE/OFF FOR THE DURATION OF THE MEETING. YOUR COOPERATION IS APPRECIATED.

CALL TO ORDER – CITY COUNCIL CLOSED SESSION–5:30 P.M.

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matters of pending litigation:

   A. Citizens for Quality Development v. City of Wildomar and Sunbelt Communities Case No. MCC 1300818

   B. City of Wildomar v. Goulart – RSC Case Number 1400301

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) to confer with legal counsel with regard to one matter of potential exposure to litigation.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENT

ADJOURN CLOSED SESSION

CALL TO ORDER – REGULAR SESSION - 6:30 P.M.

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Proclamation – Adult Literacy Awareness Month – September, 2014

Fire Department Update

PUBLIC COMMENTS

This is the time when the City Council receives general public comments regarding any items or matters within the jurisdiction of the City Council that **do not** appear on the agenda.

State law only allows the City Council to talk about items that are listed on the agenda. Speakers are allowed to raise issues not listed on the agenda however, the law does not allow the City Council to discuss those issues during the meeting. After hearing the matter, the Mayor will turn the matter over to the City Manager who will put you in contact with the proper Staff person.

Each speaker is asked to fill out a "Public Comments Card" available at the Chamber door and submit the card to the City Clerk. **Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally.** The time limit established for public comments is three minutes per speaker.

Prior to taking action on any item that is on the agenda, the public will be permitted to comment at the time it is considered by the City Council.

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

The City Council to approve the agenda as it is herein presented, or, if it is the desire of the City Council, the agenda can be reordered at this time.

1.0 CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Council, the Public, or Staff request that specific items are removed from the Consent Calendar for separate discussion and/or action.

1.1 Reading of Ordinances

RECOMMENDATION: Staff recommends that the City Council approve the reading by title only of all ordinances.

1.2 Warrant & Payroll Registers

RECOMMENDATION: Staff recommends that the City Council approve the following:

1. Warrant Register dated 08-07-14 in the amount of $119,837.66;
2. Warrant Register dated 08-13-14 in the amount of $150.00;
3. Warrant Register dated 08-14-14 in the amount of $168,535.07;
4. Warrant Register dated 08-21-14 in the amount of $326,908.85;
5. Warrant Register dated 08-28-14 in the amount of $602,499.86 &
6. Payroll Register dated 9-02-2014 in the amount of $59,704.09.

1.3 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for July, 2014.

1.4 Resolution in Support of the Release of Marine Sergeant Andrew Tahmooressi

RECOMMENDATION: Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IN SUPPORT OF ASSEMBLYWOMAN MELISSA MELENDEZ'S LETTER URGING THE PRESIDENT OF THE UNITED STATES TO ACTIVELY PURSUE THE TIMELY RELEASE OF MARINE SERGEANT ANDREW TAHMOORESSI; AND AUTHORIZE THE MAYOR TO SIGN THE LETTER ADDRESSED TO THE PRESIDENT

1.5 Tri-Party Consultant Service Agreement for the Grove Park Development Project Environmental Impact Report (Planning Application No. 14-0069)

RECOMMENDATION: Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Strata Keith, LLC, and LSA Associates, Inc. for the preparation of an Environmental Impact Report (EIR) for the Grove Park Development project; and
2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and LSA Associates, Inc., for the preparation of an Environmental Impact Report (EIR) for the Grove Park Development project.

1.6 Tri-Party Consultant Service Agreement for the Baxter Village Mixed-Use Project Environmental Impact Report (PA No. 14-0002)

RECOMMENDATION: Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Strata Baxter, LLC, and LSA Associates, Inc. for the preparation of an Environmental Impact Report (EIR) for the Baxter Village Mixed-Use project; and
2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and LSA Associates, Inc., for the preparation of an Environmental Impact Report (EIR) for the Baxter Village Mixed-Use project.

1.7 Tri-Party Consultant Service Agreement for the Spring Meadow Ranch Specific Plan Environmental Impact Report (Planning Application No. 13-0107)

RECOMMENDATION: Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Spring Meadow Ranch, LLC, and Bonterra-Psomas, Inc. for the preparation of an Environmental Impact Report (EIR) for the Spring Meadow Ranch Specific Plan project; and
2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and Bonterra-Psomas, for the preparation of an Environmental Impact Report (EIR) for the Spring Meadow Ranch Specific Plan project.

1.8 Conflict of Interest Code Amendment

RECOMMENDATION: Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE CITY'S CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 08-61

1.9 Grading Agreement with MSL Orange, LLC - City Project 14-0021: Tentative Tract Map 36519

RECOMMENDATION: Staff recommends that the City Council authorize the City Engineer to:

1. Execute the Grading Agreement for TTM 36519 with MSL Orange, LLC.; and
2. Execute the Grading Agreement for TTM 36519 with the new owner once verification of new ownership is provided to the City.

1.10 Public Improvement Agreement - McGinness Medical Building, Plot Plan 13-0007, 32299 Wildomar Road

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute the Public Improvement Agreement.

1.11 Ordinance No. 99 Second Reading - Zoning Ordinance Amendment No. 14-02 R-4 Code Amendment

RECOMMENDATION: The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 99

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ADOPTING AN ADDENDUM TO THE HOUSING ELEMENT CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2013051001) IN ACCORDANCE WITH SECTION 15164 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL ZONING ORDINANCE AMENDMENT NO. 14-02 TO AMEND SECTION 17.60.030 REVISING THE MINIMUM LOT SIZE REQUIREMENTS FROM NINE (9) ACRES TO FOUR(4) ACRES FOR PROJECTS LOCATED IN THE R-4 ZONE

1.12 Second Reading Ordinance No. 86 - Change of Zone No. 13-02

RECOMMENDATION: The Planning Commission recommends the City Council adopt an Ordinance entitled:

ORDINANCE NO. 86

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 13-02 TO CHANGE THE EXISTING ZONING DESIGNATION FROM R-R (RURAL RESIDENTIAL ZONE) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR FOUR PARCELS IDENTIFIED AS APN'S: 380-220-002 (SITE #22 LOCATED ABOUT 500' WEST OF JEFFERSON AVENUE & GATEWAY DRIVE); 370-400-009 (SITE #23 LOCATED ON THE SOUTH SIDE OF CORYDON STREET ABOUT 330' EAST OF UNION STREET); 380-270-013 (SITE #24 LOCATED AT THE NORTHEAST CORNER OF JEFFERSON AVENUE AND THE WILDOMAR/MURRIETA BORDER) AND 380-250-003-THE SOUTHERLY 10-ACRE PORTION OF SAID PARCEL (SITE #25 LOCATED AT THE SOUTHWEST CORNER OF YAMAS DRIVE & CLINTON KEITH ROAD)

2.0 PUBLIC HEARINGS

2.1 Lennar Residential Project (Planning Application No. 12-0364)

RECOMMENDATION: The Planning Commission recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (MND) AND MITIGATION MONITORING & REPORTING PROGRAM (MMRP) FOR A CHANGE OF ZONE (PA 12-0364) FROM R-R (RURAL RESIDENTIAL) TO R-4 (PLANNED RESIDENTIAL ZONE), TENTATIVE TRACT MAP NO. 36497 (PA 12-0364) FOR THE SUBDIVISION OF 24 ACRES INTO 67 PARCELS (INCLUDING APPROVAL OF MINOR VARIATIONS IN ACCORDANCE WITH THE COUNTYWIDE DESIGN STANDARDS AND GUIDELINES) AND PLOT PLAN NO. 12-0364 (INCLUDING A FINAL SITE PLAN OF DEVELOPMENT) FOR THE DEVELOPMENT OF 67 SINGLE FAMILY RESIDENTIAL DWELLING UNITS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

2. Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 12-0364) FROM R-R (RURAL RESIDENTIAL) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR A 24 ACRE SITE LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

3. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 36497 (PA 12-0364) FOR THE SUBDIVISION OF APPROXIMATELY 24 ACRES INTO 67 PARCELS (INCLUDING APPROVAL OF MINOR VARIATIONS IN ACCORDANCE WITH THE COUNTYWIDE DESIGN STANDARDS AND GUIDELINES), SUBJECT TO CONDITIONS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

4. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PLOT PLAN NO. 12-0364 (INCLUDING A FINAL SITE PLAN OF DEVELOPMENT) FOR THE DEVELOPMENT OF 67 SINGLE FAMILY RESIDENTIAL DWELLING UNITS, SUBJECT TO CONDITIONS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

2.2 **General Rule Exemption and approval of Zoning Ordinance Amendment No. 14-04 to amend Chapter 17.252 (Sign Regulations) of the Zoning Ordinance relating to Freestanding Freeway Signs**

RECOMMENDATION: The Planning Commission recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION PER SECTION 15061.B.3 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVING ZONING ORDINANCE AMENDMENT NO. 14-04 TO AMEND CHAPTER 17.252 (SIGN REGULATIONS) OF THE WILDOMAR ZONING ORDINANCE RELATING TO FREESTANDING SIGNS

3.0 GENERAL BUSINESS

3.1 Freedom Swing

RECOMMENDATION: Staff recommends that the City Council:

1. Appropriate Funding for play area improvements;
2. Approve the addition of an event for September 27, 2014; and
3. Re-appropriate Park Event Funding.

3.2 Bundy Canyon Road Improvement Project Final Environmental Impact Report

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt a Resolution entitled:

   RESOLUTION NO. 2014 - _____
   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH# 2007051156) AND ADOPTING FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE BUNDY CANYON/SCOTT ROAD IMPROVEMENT PROJECT;

2. Award a Professional Services Agreement with Parsons for Final Engineering, Plans, Specifications and Estimate and authorize the City Manager to execute the Agreement; and

3. Authorize the City Manager to execute a Memorandum of Understanding with the City of Menifee.

3.3 Construction Contract Award - Residential Slurry Seal Project FY13/14

RECOMMENDATION: Staff recommends that the City Council:

1. Consider the bid of lowest bidder Pavement Coatings Co. to be non-responsive due to its failure to submit the required Bidder's Checklist (Section A) and the acknowledgments contained therein;

2. Accept the bid of the second lowest bidder, American Asphalt South, Inc. in the amount of $481,598.05 as the lowest responsive and responsible bidder; and

3. Authorize City Manager to execute a construction contract with American Asphalt South, Inc. in the amount of $481,598.05 for the Residential Slurry Seal Project FY 13/14. Staff further recommends the City Council authorize the City Engineer to approve change orders not to exceed 20% of the contract amount.

3.4 Construction Contract Award - George Avenue Sidewalk Infill Improvement Project (CIP 0029)

RECOMMENDATION: Staff recommends that the City Council authorize City Manager to execute a construction contract with DASH Construction Company, Inc. in the amount of $86,262.50 for the George Avenue Sidewalk Infill Project (CIP 0029). Staff further recommends the City Council authorize the City Engineer to approve change orders not to exceed 10% of the contract amount.

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

.

In accordance with Government Code Section 54952.3, I, Debbie A. Lee, City of Wildomar City Clerk, do hereby declare that the Board of Trustees will receive no compensation or stipend for the convening of the following regular meeting of the Wildomar Cemetery District.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

This is the time when the Board of Trustees receives general public comments regarding any items or matters within the jurisdiction of the Wildomar Cemetery District that do not appear on the agenda. Each speaker is asked to fill out a "Public Comments Card" available at the Chamber door and submit the card to the Clerk of the Board. Lengthy testimony should be presented to the Board in writing (15 copies) and only pertinent points presented orally. The time limit for public comments is three minutes per speaker. Prior to taking action on any item, the public may comment at the time it is considered by the Board.

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

The Board of Trustees to approve the agenda as it is herein presented, or if it is the desire of the Board, the agenda can be reordered at this time.

4.0 CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Board, the Public, or Staff request that specific items are removed from the Consent Calendar for separate discussion and/or action.

4.1 Warrant Register

RECOMMENDATION: Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 07-10-2014, in the amount of $997.07;
2. Warrant Register dated 07-17-2014, in the amount of $263.91;
3. Warrant Register dated 07-24-2014, in the amount of $78.14; &
4. Warrant Register dated 07-31-2014, in the amount of $1,033.75.

4.2 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for June, 2014.

4.3 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for July, 2014.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

October 8	February 11	June 10
November 12	March 11	July 8
December 10	April 8	August 12
January 14	May 3	September 9

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951/677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

I, Debbie A. Lee, Wildomar City Clerk, do certify that on September 5, 2014, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

Wildomar City Hall, 23873 Clinton Keith Road;
U.S. Post Office, 21392 Palomar Street;
Wildomar Library, 34303 Mission Trail Blvd.

Debbie A. Lee

Debbie A. Lee, CMC, City Clerk

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.2
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Terry Rhodes, Accounting Manager

SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council approve the following:

1. Warrant Register dated 08-07-14 in the amount of $119,837.66;
2. Warrant Register dated 08-13-14 in the amount of $150.00;
3. Warrant Register dated 08-14-14 in the amount of $168,535.07;
4. Warrant Register dated 08-21-14 in the amount of $326,908.85;
5. Warrant Register dated 08-28-14 in the amount of $602,499.86 &
6. Payroll Register dated 9-02-2014 in the amount of $59,704.09.

DISCUSSION:
The City of Wildomar requires that the City Council audit payments of demands and direct the City Manager to issue checks. The Warrant and Payroll Registers are submitted for approval.

FISCAL IMPACT:
These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2014-15 Budgets.

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Voucher List 8/7/2014(4)
Voucher List 8/13/2014(1)
Voucher List 8/14/2014(2)
Voucher List 8/21/2014(2)
Voucher List 8/28/2014(2)
Payroll List 9/2/2014

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203626	8/7/2014	000044 A&A JANITORIAL SERVICES	2148		JULY 2014 JANITORIAL SERVICE - I	1,488.55
					Total :	**1,488.55**
203627	8/7/2014	000312 ADAME LANDSCAPE, INC.	57250		JULY 2014 MONTHLY LANDSCAPE I	125.00
					Total :	**125.00**
203628	8/7/2014	000210 ALBERT A. WEBB ASSOCIATES	142534		CSA 22, 103, 142 THROUGH 6/28/14	5,750.00
			142535		LMD 89-1-C THROUGH 6/28/14 FY 1	8,750.00
			142536		PARK PARCEL TAX THROUGH 6/28/	3,500.00
			142537		CFD 2013-1 ADMIN THROUGH 6/28/	2,000.00
			142900		WILDOMAR LATERAL C-1 STRM DR	2,815.00
					Total :	**22,815.00**
203629	8/7/2014	000554 AT & T	72814		TELEPHONE LONG DIST P/E 7/28/1	37.56
			X07282014		COUNCIL MOBILE PHONE 6/21/14 -	74.16
					Total :	**111.72**
203630	8/7/2014	000655 BIDWELL, DAN	80714		PLANNING COMMISSION MEETING	75.00
					Total :	**75.00**
203631	8/7/2014	000617 BROWN, GARY D	80714		PLANNING COMMISSION MEETING	75.00
					Total :	**75.00**
203632	8/7/2014	000043 CHENG, MISTY	7/31/2014		JULY 2014 ACCOUNTING CONTRAC	5,220.00
					Total :	**5,220.00**
203633	8/7/2014	000022 EDISON	72314B		5/30/14-7/18/14 ZONE ELECTRIC FY	268.85
					Total :	**268.85**
203634	8/7/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	2834703B		6/11/14-7/11/14 WATER ZONE LOC 7	18.98
			6830712B		6/09/14-7/09/14 WATER ZONE 52 LC	15.37
			6830713B		6/09/14-7/09/14 WATER ZONE 29 LC	9.37
			6830714B		6/09/14-7/09/14 WATER ZONE 71 LC	37.21
			6830715B		6/09/14-7/09/14 WATER MARNA O'B	1,794.68
			6834704B		6/11/14-7/11/14 HERITAGE PARK (AL	33.19
			6838217		6/13/14-7/14/14 WATER ZONE LOC :	179.98
			6838218B		6/13/14-7/14/14 WATER ZONE LOC :	423.97

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203634	8/7/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	(Continued)			
			6838219B		6/13/14-7/14/14 WATER ZONE LOC :	311.70
			6841470B		6/16/14-7/17/14 WATER ZONE 42 LC	140.95
			6841471		6/16/14-7/17/14 WATER ZONE 42 LC	74.53
			6841472B		6/16/14-7/17/14 WATER ZONE 42 LC	90.12
					Total :	**3,130.05**
203635	8/7/2014	000685 GREAT AMERICA FINANCIAL SERVIC	15590274		2 - CANON COPIER SYSTEMS	474.51
					Total :	**474.51**
203636	8/7/2014	000499 INLAND EMPIRE LANDSCAPE INC	7341		7/21/14 LANDSCAPE MAINTENANCI	3,414.00
			7342		7/21/14 LANDSCAPE MAINTENANCI	245.00
					Total :	**3,659.00**
203637	8/7/2014	000304 JOE A. GONSALVES & SON	24569		JULY 2014 CONTRACTUAL LEGISLA	3,000.00
			24636		AUG 2014 CONTRACTUAL LEGISLA	3,000.00
					Total :	**6,000.00**
203638	8/7/2014	000647 JOLLY JUMPS	080914COW		SPECIAL EVENT SERVICES - CAMF	250.00
					Total :	**250.00**
203639	8/7/2014	000222 LANGWORTHY, VERONICA	80714		PLANNING COMMISSION MEETING	75.00
					Total :	**75.00**
203640	8/7/2014	000147 MARATHON REPROGRAPHICS	85762		MYLARS	56.70
			85926		PDF CONVERSION	46.63
					Total :	**103.33**
203641	8/7/2014	000018 ONTRAC	8007081		SHIPPING COSTS	82.57
					Total :	**82.57**
203642	8/7/2014	000223 SMITH, STAN	80714		PLANNING COMMISSION MEETING	75.00
					Total :	**75.00**
203643	8/7/2014	000539 SWANN, BOBBY	80714		PLANNING COMMISSION MEETING	75.00
					Total :	**75.00**
203644	8/7/2014	000558 URS CORPORATION	5940501B		7/1/14-7/4/14 CLINTON KEITH RD &	4,446.34

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203644	8/7/2014	000558	000558 URS CORPORATION	(Continued)		Total :	4,446.34
203645	8/7/2014	000020	VERIZON	72214		7/22/14-8/21/14 FIOS INTERNET CH	139.99
						Total :	139.99
203646	8/7/2014	000437	VERIZON WIRELESS	97290963987		7/23/14-8/22/14 DATA INTERNET CH	67.45
						Total :	67.45
203647	8/7/2014	000006	WELLS FARGO PAYMENT REMITTANCE,	175659		RCO EDA MEETING	40.13
				176335		MEETING/CONFERENCE W/CITY A	27.00
				7000		ELECTION SUPPLIES	26.54
				70714		COUNCIL PHONE/DATA	30.08
				719407398		BREAK ROOM SUPPLIES	227.67
						Total :	351.42
203648	8/7/2014	000139	WILDOMAR CHAMBER OF COMMERCE	284		CHAMBER MONTHLY BREAKFAST -	12.00
						Total :	12.00

23 Vouchers for bank code : wf — Bank total : 49,120.78

23 Vouchers in this report — Total vouchers : 49,120.78

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203649	8/7/2014	000008 AT&T MOBILITY	X07282014		COUNCIL MOBILE PHONE 6/21/14-7	37.08
					Total :	**37.08**
203650	8/7/2014	000054 DEPARTMENT OF TRANSPORTATION	SL141137		SIGNALS & LIGHTING APRIL 2014-J	1,936.34
					Total :	**1,936.34**
203651	8/7/2014	000022 EDISON	72314		5/30/14- 7/18/14 ZONE ELECTRIC	679.30
					Total :	**679.30**
203652	8/7/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	6830712		6/09/14-7/09/14 WATER ZONE 52 LC	35.87
			6830713		6/09/14-7/09/14 WATER ZONE 29 LC	21.85
			6830714		6/09/14-7/09/14 WATER ZONE 71 LC	86.81
			6830715		6/09/14-7/09/14 WATER MARNA O'B	4,187.60
			6834703		6/11/14-7/11/14 WATER ZONE 3 LOC	32.78
			6834704		6/11/14-7/11/14 HERITAGE PK (AUTI	57.32
			6838217A		6/13/14-7/14/14 WATER ZONE 3 LO(	218.56
			6838218		6/13/14-7/14/14 WATER ZONE 3 LO(	514.82
			6838219		6/13/14-7/14/14 WATER ZONE 3 LO(	356.22
			6841470		6/16/14-7/17/14 WATER ZONE 42 LC	116.08
			6841471A		6/16/14-7/17/14 WATER ZONE 42 LC	61.38
			6841472		6/16/14-7/17/14 WATER ZONE 42 LC	74.22
					Total :	**5,763.51**
203653	8/7/2014	000549 ENTERPRISE MEDIA	I01151994		EMPLOYMENT AD - ACCTING MGR	988.37
			I01262087		EMPLOYMENT AD - ASST CITY MGI	385.98
			I01262092		EMPLOYMENT AD - ADMIN AIDE II	531.79
			I09920837		NOI TO ADOPT NEG. DECL.	180.00
			I09925812		NOA/EIR CORNERSTONE COMMUN	165.60
			I09932961		NOTICE - PLANNING APP - STORM	103.20
					Total :	**2,354.94**
203654	8/7/2014	000529 SIEMENS INDUSTRY, INC	5610002616		TRAFFIC SIGNAL RESONSE CALL (	1,301.81
			5610005160		TRAFFIC SIGNAL RESPONSE CALL	1,301.81
			5620002287		TRAFFIC SIGNAL MAINTENANCE M	2,067.66
			5620003300		TRAFFIC SIGNAL MAINTENANCE M	2,657.90

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203654	8/7/2014	000529	000529 SIEMENS INDUSTRY, INC	(Continued)		**Total :**	**7,329.18**
203655	8/7/2014	000558	URS CORPORATION	5940501	0000089	CONSULTANT SERVICES AGREEMI	6,119.27
				5940502	0000089	CONSULTANT SERVICES AGREEMI	28,340.01
						Total :	**34,459.28**
203656	8/7/2014	000498	VAN DYKE LANDSCAPE ARCHITECTS	18933	0000086	THE COUNTY OF RIVERSIDE TRAN	1,967.88
						Total :	**1,967.88**
203657	8/7/2014	000006	WELLS FARGO PAYMENT REMITTANCE,	1978		STAKES FOR MOVIE SCREEN	10.69
				257		CEMETERY GASOLINE	78.00
				62314		ANNUAL MEMBERSHIP FOR MMAS	75.00
				6948		ELECTRIC CORDS FOR PARKS	116.09
						Total :	**279.78**

9 Vouchers for bank code : wf — **Bank total : 54,807.29**

9 Vouchers in this report — **Total vouchers : 54,807.29**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203664	8/7/2014	000006 WELLS FARGO PAYMENT REMITTANCE,	61914		OFFICE SUPPLIES	728.24
			62314		PAPER SUPPLY	57.45
			62314		POLY MAILERS	87.36
			62314A		ANNUAL MEMBERSHIP MMASC	100.00
			62514		OTHER DEPT SUPPLIES	242.22
			62614		OFFICE SUPPLIES	544.33
			62614		STORAGE SHELVING UNIT	539.62
			62614		BUILDING PRINTER	323.99
					Total :	**2,623.21**

1 Vouchers for bank code : wf **Bank total : 2,623.21**

1 Vouchers in this report **Total vouchers : 2,623.21**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203665	8/7/2014	000554 AT & T	72814A		TELEPHONE LONG DIST P/E 7/28/1	37.56
					Total :	**37.56**
203666	8/7/2014	000008 AT&T MOBILITY	X07282014B		COUNCIL MOBILE PHONE 6/21/14-7	74.16
					Total :	**74.16**
203667	8/7/2014	000006 WELLS FARGO PAYMENT REMITTANCE,	70214		BUILDING & SAFETY EDEN ONLINE	59.95
			70514		EQUIPMENT FOR MOVIES IN THE F	134.97
			70714		SAVE THE DATE FLYER	22.68
			70814		KEY COPIES	4.30
			70814		EMERGENCY MGMT BINDERS / BU	19.86
			70814		WRISTBANDS FOR CAMP OUT AT T	23.59
			70914		CITY COUNCIL MEETING SUPPLIES	159.84
			71414		PAPER & CLASSIFICATION FOLDEF	180.40
			71514		BUILDING & SAFETY DEPT SUPPLI	200.87
			71514A		2014 LEAGUE ANNUAL CONFEREN	500.00
			71514B		2014 LEAGUE ANNUAL CONFEREN	500.00
			71514B		NON-DEPT OFFICE SUPPLIES	39.98
			71614		FY 12 SHSP/HSGP ANSI CERTIFIED	415.28
			71614		FY12 SHSP/HSGP GRANT TWIN PC	75.99
			71614		FY12 SHSP/HSGP GRANT DISPOS/	245.92
			71614		FY12 SHSP/HSGP GRANT PORTABI	127.35
			71614B		FY12 SHSP/HSGP GRANT PLASTIC	194.16
			71614B		FY12 SHSP/HSGP GRANT ANSI 3 C	1,236.37
			71714		ULINE SUPPLIES	160.15
					Total :	**4,301.66**
203668	8/7/2014	000055 WRCOG	80714		TUMF FEES JULY 2014	8,873.00
					Total :	**8,873.00**

4 Vouchers for bank code : wf — **Bank total : 13,286.38**

4 Vouchers in this report — **Total vouchers : 13,286.38**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203669	8/13/2014	000283 RIVERSIDE COUNTY CLERK	81214A		FILING FEE - NOD FOR C2-13-03	50.00
					Total :	**50.00**
203670	8/13/2014	000283 RIVERSIDE COUNTY CLERK	81214B		FILING FEE - NOD FOR 20A14-02	50.00
					Total :	**50.00**
203671	8/13/2014	000283 RIVERSIDE COUNTY CLERK	81214C		FILING FEE - NOE FOR 20A14-01	50.00
					Total :	**50.00**
	3 Vouchers for bank code :	wf			**Bank total :**	**150.00**
	3 Vouchers in this report				**Total vouchers :**	**150.00**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203676	8/14/2014	000312 ADAME LANDSCAPE, INC.	57427		REPLACE SPRINKLERS, RAISER, A	122.36
					Total :	**122.36**
203677	8/14/2014	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	JUNE'14		ANIMAL CONTROL SERVICE JUNE	5,600.00
					Total :	**5,600.00**
203678	8/14/2014	000080 BURKE, WILLIAMS AND SORENSON,, LL	178540		JUNE 2014 LEGAL FEES	64,011.09
					Total :	**64,011.09**
203679	8/14/2014	000402 COUNTY OF RIVERSIDE	80514		1/1/14-6/30/14 BILLING FOR RECOF	377.00
					Total :	**377.00**
203680	8/14/2014	000035 COUNTY OF RIVERSIDE, TLMA	TL0000010738		JUNE 2014 SLF COSTS	652.54
					Total :	**652.54**
203681	8/14/2014	000499 INLAND EMPIRE LANDSCAPE INC	7261	0000112	LANDSCAPE MAINTENANCE L&LMI	8,189.83
			7276	0000112	LANDSCAPE MAINTENANCE L&LMI	700.00
					Total :	**8,889.83**
203682	8/14/2014	000072 INTERWEST CONSULTING GROUP	17732		APRIL 2014 PROFESSIONAL SERVI	23,062.58
					Total :	**23,062.58**
203683	8/14/2014	000529 SIEMENS INDUSTRY, INC	5610002616		TRAFFIC SIGNAL RESPONSE CALL	1,670.33
			5620002287		TRAFFIC SIGNAL MAINTENANCE JI	1,576.40
					Total :	**3,246.73**

8 Vouchers for bank code : wf — **Bank total : 105,962.13**

8 Vouchers in this report — **Total vouchers : 105,962.13**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203684	8/14/2014	000660 ACCOUNTEMPS	40891085		WE 7/25/14 ACCTING CONTRACTU.	612.50
					Total :	**612.50**
203685	8/14/2014	000028 CALPERS	1477		AUGUST 2014 MEDICAL PREMIUMS	10,916.47
					Total :	**10,916.47**
203686	8/14/2014	000691 CORTEL INC	81014		DEVELOPER DEPOSIT REFUND OF	1,577.36
					Total :	**1,577.36**
203687	8/14/2014	000036 DATAQUICK	B12318373		JULY 2014 CODE ENFORCEMENT S	150.00
					Total :	**150.00**
203688	8/14/2014	000697 EATON, SHARON	81314		REIMBURSEMENT FROM BUILDING	40.00
					Total :	**40.00**
203689	8/14/2014	000022 EDISON	73014A		ELEC 6/27/14-7/29/14 LITTLE LEAGI	42.60
			73014B		ELEC 6/27/14-7/29/14 21400 PALOM	132.67
			80214A		ELEC 7/1/14-8/1/14 CSA 103 PALOM	41.23
			80214B		ELEC 7/1/14-8/1/14 CITY LAMPS	95.32
					Total :	**311.82**
203690	8/14/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	6844809		6/19/14-7/18/14 WATER ZONE 3 LO(	82.69
			6844810		6/19/14-7/18/14 WATER ZONE 30 LC	62.97
			6844811		6/19/14-7/18/14 WATER ZONE 3 LO(	57.80
			6844812		6/19/14-7/18/14 WATER ZONE 51 LC	52.88
			6844813		6/19/14-7/18/14 WATER LITTLE LEA	736.19
			6844814		6/19/14-7/18/14 WATER WINDSONG	550.91
			6844815		6/19/14-7/18/14 WATER ZONE 3 LO(	290.89
			6844817		6/19/14-7/18/14 WATER ZONE 30 LC	129.55
			6844818		6/19/14-7/18/14 WATER ZONE 3 LO(	101.47
			6844819		6/19/14-7/18/14 WATER 22450 1/2 C	72.28
			6844820		6/19/14-7/18/14 WATER 22450 CER\	194.05
			68448816		6/19/14-7/18/14 WATER ZONE 3 LO(	102.93
			6848163		6/20/14-7/21/14 WATER ZONE 3 LO(	125.52
					Total :	**2,560.13**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203691	8/14/2014	000661 JOHNSON, ROCHELLE	8/15/2015		AUG 1-15, 2014 ACCOUNTING CON	3,960.00
					Total :	**3,960.00**
203692	8/14/2014	000631 LABOR READY	18625552		WINDSONG PARK 7/19/14	79.95
			186255563		CEMETERY 7/19/14-7/25/14	615.63
			18636442		CEMETERY 7/26/14-8/1/14	599.65
					Total :	**1,295.23**
203693	8/14/2014	000147 MARATHON REPROGRAPHICS	86063		WILDOMAR MDP CIP #23	107.42
					Total :	**107.42**
203694	8/14/2014	000694 OAK STONE COMMUNITY CHURCH	80414		DEVELOPER DEPOSIT REFUND OF	661.85
					Total :	**661.85**
203695	8/14/2014	000018 ONTRAC	8013781		SHIPPING COSTS	14.36
					Total :	**14.36**
203696	8/14/2014	000042 PV MAINTENANCE, INC.	05-160		CITYWIDE MAINTENANCE CONTRA	34,555.59
					Total :	**34,555.59**
203697	8/14/2014	000115 QUIGLEY, CYNTHIA	80614		CONTRACTUAL SERVICE 7/24/14-8	700.00
					Total :	**700.00**
203698	8/14/2014	000695 STARDUST ENTERTAINMENT	80314A		SPECIAL EVENT 8/23/14 CONTRAC	100.00
					Total :	**100.00**
203699	8/14/2014	000695 STARDUST ENTERTAINMENT	80314B		SPECIAL EVENT 8/23/14 CONTRAC	100.00
					Total :	**100.00**
203700	8/14/2014	000696 STEPHENS, CARL	81114		DEVELOPER DEPOSIT REFUND OF	274.00
					Total :	**274.00**
203701	8/14/2014	000141 SWANK MOTION PICTURES INC	1198647		MOVIE IN THE PARK "CARS" 8/23/1	274.00
					Total :	**274.00**
203702	8/14/2014	000131 WESTERN RIVERSIDE COUNTY, RCA	80414		MSHCP MITIGATION FEES JULY 20	1,938.00
					Total :	**1,938.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203703	8/14/2014	000626 WHITAKER INVESTMENT CORP	80414		DEVELOPER DEPOSIT REFUND OF	40.00
					Total :	**40.00**

20 Vouchers for bank code : wf — **Bank total : 60,188.73**

20 Vouchers in this report — **Total vouchers : 60,188.73**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203704	8/14/2014	000022 EDISON	73014A1		ELEC 6/27/14-7/29/14 LITTLE LEAGI	4.41
			73014B1		ELEC 6/27/14-7/29/14 21400 PALOM	13.73
					Total :	**18.14**
203705	8/14/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	6844809A		6/19/14-7/18/14 WATER ZONE 3 LO(	50.53
			6844810A		6/19/14-7/18/14 WATER ZONE 30 LC	38.49
			6844811A		6/19/14-7/18/14 WATER ZONE 3 LO(	35.32
			6844812A		6/19/14-7/18/14 WATER ZONE 51 LC	32.31
			6844813A		6/19/14-7/18/14 WATER LITTLE LEA	445.78
			6844814A		6/19/14-7/18/14 WATER WINDSONG	336.66
			6844815A		6/19/14-7/18/14 WATER ZONE 3 LO(	177.77
			6844816		6/19/14-7/18/14 WATER ZONE 3 LO(	62.91
			6844817A		6/19/14-7/18/14 WATER ZONE 30 LC	79.17
			6844818A		6/19/14-7/18/14 WATER ZONE 3 LO(	62.01
			6844819A		6/19/14-7/18/14 WATER 22450 1/2 C	44.17
			6844820A		6/19/14-7/18/14 WATER 22450 CER	118.59
			6848163A		6/20/14-7/21/14 WATER ZONE 3 LO(	59.77
					Total :	**1,543.48**

2 Vouchers for bank code : wf — **Bank total : 1,561.62**

2 Vouchers in this report — **Total vouchers : 1,561.62**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203706	8/14/2014	000011 CR&R INC.	273942		8/1/14 4 YD BOX - LITTLE LEAGUE I	143.59
					Total :	**143.59**
203707	8/14/2014	000693 GLOCKNER, DAVID	80514		REFUND OF DEPOSIT UNUSED FU	679.00
					Total :	**679.00**
		2 Vouchers for bank code : wf			**Bank total :**	**822.59**
		2 Vouchers in this report			**Total vouchers :**	**822.59**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203713	8/21/2014	000660 ACCOUNTEMPS	40960430		W/E 8/1/14 ACCTING CONTRACTUA	700.00
			41032839		W/E 8/8/14 ACCTING CONTRACTUA	656.25
					Total :	**1,356.25**
203714	8/21/2014	000312 ADAME LANDSCAPE, INC.	57762		AUG 2014 MONTHLY LANDSCAPE M	125.00
					Total :	**125.00**
203715	8/21/2014	000031 AFLAC, REMITTANCE PROCESSING, CEI	147427		AUG 2014 CITY COUNCIL/CITY CLE	349.89
					Total :	**349.89**
203716	8/21/2014	000600 APPLIED PLANNING INC	014-0120		WAL-MART EIR JULY 2014	11,245.15
					Total :	**11,245.15**
203717	8/21/2014	000698 CITYBYAPP INC	81814	0000123	CITY MOBILE APPLICATION-ECONC	2,574.00
					Total :	**2,574.00**
203718	8/21/2014	000011 CR&R INC.	273897		7/8/14 & 7/25/14 DUMP 40 YD BOX &	558.68
					Total :	**558.68**
203719	8/21/2014	000027 DIRECT TV	23798952281		7/12/14-8/11/14 CABLE SERVICES -	105.98
					Total :	**105.98**
203720	8/21/2014	000022 EDISON	80714A		ELEC 7/1/14-8/1/14 WILDOMAR CIT	204.22
			80714B		ELEC 7/1/14-8/1/14 WILDOMAR CIT	75.39
			80714C		ELEC 7/1/14-8/1/14 CSA 22	3,114.45
			80714D		ELEC 6/13/14-8/1/14 CSA 103	13,747.65
			80814		ELEC 7/1/14-8/1/14 CSA 142	1,995.57
					Total :	**19,137.28**
203721	8/21/2014	000642 ENVIRONMENTAL SCIENCE ASSOC	109229		PROF SVCS FOR WILDOMAR WES	22,509.41
					Total :	**22,509.41**
203722	8/21/2014	000638 FIRST CARBON SOLUTIONS /, MICHAEL	61750		EIR FOR SIENNA APT PROJ 6/28/14	3,694.19
					Total :	**3,694.19**
203723	8/21/2014	000024 GUARDIAN	71614		AUGUST 2014 DENTAL & VISION BE	1,792.15

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203723	8/21/2014	000024	000024 GUARDIAN	(Continued)		**Total :**	**1,792.15**
203724	8/21/2014	000499	INLAND EMPIRE LANDSCAPE INC	7359		ADDITIONAL 50 YDS ALONG ESTRE	1,750.00
				7366		JULY 2014 LANDSCAPE MAINTENA	8,320.38
						Total :	**10,070.38**
203725	8/21/2014	000631	LABOR READY	18673309		CEMETERY 8/1/14-8/8/14	479.72
						Total :	**479.72**
203726	8/21/2014	000083	LSL CPAS	11899		PROFESSIONAL SERVICES: 2014 G	7,000.00
						Total :	**7,000.00**
203727	8/21/2014	000185	PITNEY BOWES	71614		POSTAGE METER REFILL 7/16/14	500.00
				73114		POSTAGE METER REFILL 7/31/14	500.00
						Total :	**1,000.00**
203728	8/21/2014	000185	PITNEY BOWES	358909		POSTAGE METER RENTAL 9/16/14-	97.20
						Total :	**97.20**
203729	8/21/2014	000605	RECYCLED WOOD PRODUCTS	121983	0000121	120 YRD FIBER FALL FOR PLAYGR	36,816.00
						Total :	**36,816.00**
203730	8/21/2014	000529	SIEMENS INDUSTRY, INC	5610005595		TRAFFIC SIGNAL MAINTENANCE JU	1,301.81
				5620000383		TRAFFIC SIGNAL RESPONSE CALL	1,912.36
						Total :	**3,214.17**
203731	8/21/2014	000020	VERIZON	80114A		8/1/14-8/31/14 OFFICE TELEPHONE	367.27
				80114B		8/1/14-8/31/14 TELEPHONE CHARG	43.65
				80714		8/7/14-9/06/14 TELEPHONE CHARG	43.65
						Total :	**454.57**

19 Vouchers for bank code : wf **Bank total : 122,580.02**

19 Vouchers in this report **Total vouchers : 122,580.02**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203710	8/21/2014	000022 EDISON	80714D-1		ELEC 6/13/14-8/1/14 CSA 103	55.44
					Total :	**55.44**
203711	8/21/2014	000638 FIRST CARBON SOLUTIONS /, MICHAEL	61750		EIR FOR SIENNA APT PROJ 6/28/14	443.30
					Total :	**443.30**
203712	8/21/2014	000047 RIVERSIDE COUNTY, SHERIFF'S DEPAR	SH0000024138B		CONTRACT LAW ENFORCEMENT A	0.00
			SH0000024399		CONTRACT LAW ENFORCEMENT J	203,830.09
					Total :	**203,830.09**

3 Vouchers for bank code : wf

Bank total : **204,328.83**

3 Vouchers in this report

Total vouchers : **204,328.83**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203741	8/28/2014	000660	ACCOUNTEMPS	41046766		W/E 8/15/14 ACCTING CONTRACTU	700.00
						Total :	**700.00**
203742	8/28/2014	000033	AMERICAN FORENSIC NURSES	65122		BLOOD DRAW (6) URINE SPEC (1)	280.00
						Total :	**280.00**
203743	8/28/2014	000008	AT&T MOBILITY	X08202014		COUNCIL MOBILE PHONE 7/13/14-8	79.65
						Total :	**79.65**
203744	8/28/2014	000034	BIO-TOX LABORATORIES	29115		RC SHERIFF - LAB SERVICES	349.20
				29116		RC SHERIFF - LAB SERVICES	421.00
				29163		RC SHERIFF - LAB SERVICES	221.00
						Total :	**991.20**
203745	8/28/2014	000080	BURKE, WILLIAMS AND SORENSON,, LL	179694		JULY 2014 LEGAL FEES	48,464.68
						Total :	**48,464.68**
203746	8/28/2014	000028	CALPERS	1502		SEPTEMBER 2014 MEDICAL PREMI	12,759.47
						Total :	**12,759.47**
203747	8/28/2014	000028	CALPERS	71314		6/30/14-7/13/14 BENEFIT CONTRIBU	5,619.17
						Total :	**5,619.17**
203748	8/28/2014	000028	CALPERS	72714		7/14/14-7/27/14 BENEFIT CONTRIBU	5,619.17
						Total :	**5,619.17**
203749	8/28/2014	000028	CALPERS	81014		7/28/14-8/10/14 BENEFIT CONTRIBU	5,619.17
						Total :	**5,619.17**
203750	8/28/2014	000028	CALPERS	82414		8/11/14-8/24/14 BENEFIT CONTRIBU	5,619.17
						Total :	**5,619.17**
203751	8/28/2014	000028	CALPERS	73114		JULY 2014 CITY COUNCIL & PERS S	384.80
				83114		AUG 2014 CITY COUNCIL & PERS S	384.80
						Total :	**769.60**
203752	8/28/2014	000037	DATA TICKET, INC.	55240		JULY 2014 CODE ENF. CITATION PF	1,340.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203752	8/28/2014	000037 DATA TICKET, INC.	(Continued)			
			55585		JULY 2014 DAILY CITATION PROCE:	206.31
					Total :	**1,546.31**
203753	8/28/2014	000058 DEPARTMENT OF JUSTICE	51081		JULY 2014 POLICE BLOOD ALCOHC	35.00
					Total :	**35.00**
203754	8/28/2014	000685 GREAT AMERICA FINANCIAL SERVIC	15733254		2 - CANON COPIER SYSTEMS	405.01
					Total :	**405.01**
203755	8/28/2014	000661 JOHNSON, ROCHELLE	8/28/2014		AUG 16-28, 2014 ACCOUNTING CO	3,825.00
					Total :	**3,825.00**
203756	8/28/2014	000631 LABOR READY	18695936		CEMETERY 8/9/14-8/15/14	103.94
			18695937		CEMETERY 8/9/14-8/15/14	487.71
					Total :	**591.65**
203757	8/28/2014	000115 QUIGLEY, CYNTHIA	82114		PERIOD 8/7/14-8/20/14	925.00
					Total :	**925.00**
203758	8/28/2014	000435 STRATA OAK, LLC C/O STRATA, EQUITY	90114		SEPT 2014 CITY HALL MONTHLY LE	9,728.59
					Total :	**9,728.59**
203759	8/28/2014	000215 THE PRESS-ENTERPRISE	9939003		PUBLIC NOTICE - ZOA 14-01	110.40
			9939005		PUBLIC NOTICE - ZOA 14-02	112.80
			9939008		PUBLIC NOTICE - ZOA 14-03	115.20
			9939009		PUBLIC NOTICE - ZOA 14-04	105.60
			9940378		PUBLIC NOTICE - MND	177.60
			9940883		PUBLIC NOTICE - NOTICE OF ELEC	69.60
					Total :	**691.20**
203760	8/28/2014	000475 THE SAN DIEGO UNION-TRIBUNE, LLC	0010859405		PUBLIC NOTICE - CIP 0029 GEORG	273.32
			0010859415		PUBLIC NOTICE - SLURRY SEAL PF	273.32
					Total :	**546.64**
203761	8/28/2014	000558 URS CORPORATION	5968756		7/5/14-8/1/14 PALOMAR STREET WI	6,377.90
			5968757		7/5/14-8/1/14 CLINTON KEITH ROAD	19,233.53

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203761	8/28/2014	000558	000558 URS CORPORATION	(Continued)		Total :	25,611.43
21	Vouchers for bank code :	wf				Bank total :	130,427.11
21	Vouchers in this report					Total vouchers :	130,427.11

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203734	8/28/2014	000033 AMERICAN FORENSIC NURSES	65054		BLOOD DRAW (1)	40.00
					Total :	**40.00**
203735	8/28/2014	000034 BIO-TOX LABORATORIES	28981		RC SHERIFF - LAB SERVICES	379.64
					Total :	**379.64**
203736	8/28/2014	000028 CALPERS	62914		6/16/14-6/29/14 BENEFIT CONTRIBU	5,403.30
					Total :	**5,403.30**
203737	8/28/2014	000068 COUNTY OF RIVERSIDE, FIRE DEPARTM	231846		FIRE PROTECTION SERVICES 4/1/'	465,129.58
					Total :	**465,129.58**
203738	8/28/2014	000058 DEPARTMENT OF JUSTICE	46162		JUNE 2014 POLICE BLOOD ALCOH	70.00
			50968		APRIL 2014 POLICE BLOOD ALCOH	35.00
					Total :	**105.00**
203739	8/28/2014	000084 MUNISERVICES, LLC	0000034617		SALES & USE TAX REPORT SYST S	1,015.23
					Total :	**1,015.23**

6 Vouchers for bank code : wf — **Bank total : 472,072.75**

6 Vouchers in this report — **Total vouchers : 472,072.75**

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Terry Rhodes, Accounting Manager

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council approve the Treasurer's Report for July, 2014.

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of July 2014.

FISCAL IMPACT:
None.

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Treasurer's Report

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
July 2014

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	$ 6,551,444.81	0.00%
		TOTAL	$ 6,551,444.81	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 6,751,857.51	$ 734,864.66	$ (935,277.36)	$ 6,551,444.81	0.000%
		TOTAL	$ 6,751,857.51	$ 734,864.66	$ (935,277.36)	$ 6,551,444.81	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	$ 1,545,885.74	$ 1,545,885.74	$ 1,545,885.74	100.00%	0	0.220%
	TOTAL	$ 1,545,885.74	$ 1,545,885.74	$ 1,545,885.74	100.00%		

CITY - TOTAL CASH AND INVESTMENT $ 8,097,330.55

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	$ 1,545,033.59	$ 852.15	$ 0.00	$ 1,545,885.74	0.220%
	TOTAL	$ 1,545,033.59	$ 852.15	$ 0.00	$ 1,545,885.74	

In compliance with the California Code Section 53646, as the Director of Finance/ City Treasurer of the City of Wildomar, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

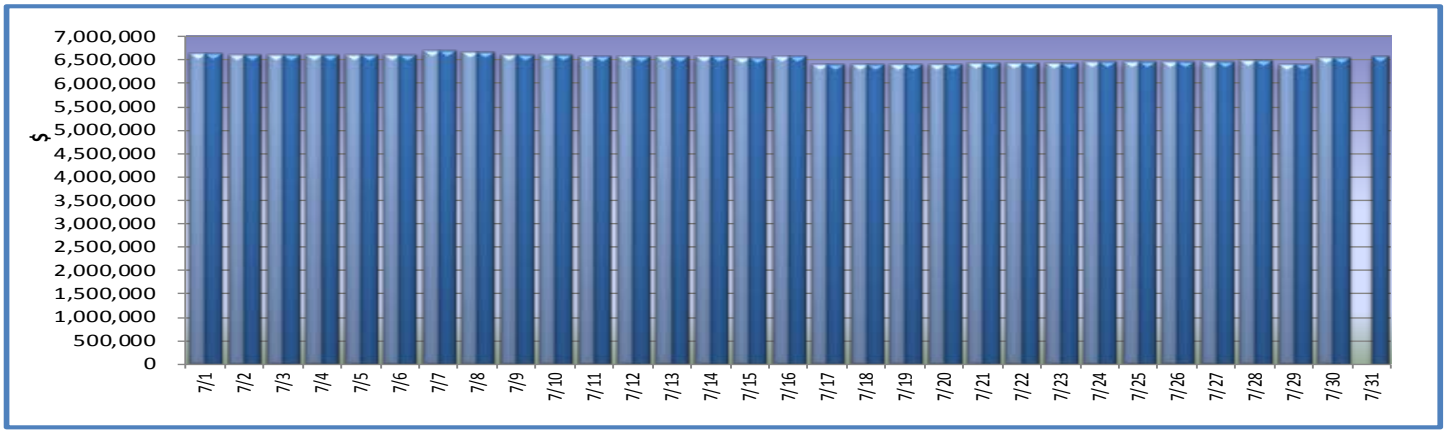
8/18/2014

Terry Rhodes
Accounting Manager

Date

July 2014

Daily Cash Balance
All Funds Checking Only
Pool Report Balance



Fiscal Year	*Ending Balance*	*Monthly Net Activity*
Jan 2012	3,459,306	
Feb 2012	2,106,711	(1,352,595)
Mar 2012	2,102,433	(4,279)
Apr 2012	3,052,012	949,579
May 2012	5,602,180	2,550,168
Jun 2012	4,566,993	(1,035,187)
July 2012	4,200,028	(366,965)
Aug 2012	4,109,986	(90,042)
Sep 2012	4,225,751	115,764
Oct 2012	3,856,256	(369,494)
Nov 2012	3,865,806	9,550
Dec 2012	8,485,880	4,620,074
Jan 2013	8,278,187	(207,693)
Feb 2013	6,821,316	(1,456,871)
Mar 2013	7,216,637	395,321
Apr 2013	5,933,768	(1,282,869)
May 2013	5,673,657	(260,111)
Jun 2013	5,614,248	(59,409)
July 2013	5,493,587	(120,661)
Aug 2013	5,642,783	149,196
Sep 2013	4,710,822	(931,961)
Oct 2013	4,692,739	(18,083)
Nov 2013	4,305,088	(387,651)
Dec 2013	5,067,625	762,537
Jan 2014	5,588,299	520,674
Feb 2014	5,271,391	203,766
Mar 2014	5,090,903	(497,396)
Apr 2014	6,601,410	1,330,019
May 2014	7,037,032	1,946,129
Jun 2014	6,751,858	150,448
Jul 2014	6,551,445	(485,588)

July 2014

Date	*Ending Balance In Whole $*	Net Change from Prior Day
7/1	6,611,220	-
7/2	6,582,295	(28,925)
7/3	6,573,861	(8,435)
7/4	6,573,861	-
7/5	6,573,861	-
7/6	6,573,861	-
7/7	6,665,723	91,862
7/8	6,648,945	(16,778)
7/9	6,599,818	(49,127)
7/10	6,597,483	(2,335)
7/11	6,555,982	(41,501)
7/12	6,555,982	-
7/13	6,555,982	-
7/14	6,549,857	(6,125)
7/15	6,541,530	(8,327)
7/16	6,555,730	14,200
7/17	6,391,193	(164,537)
7/18	6,387,972	(3,221)
7/19	6,387,972	-
7/20	6,387,972	-
7/21	6,416,178	28,206
7/22	6,405,986	(10,192)
7/23	6,399,366	(6,619)
7/24	6,427,346	27,980
7/25	6,427,392	46
7/26	6,427,392	-
7/27	6,427,392	-
7/28	6,462,208	34,816
7/29	6,370,852	(91,356)
7/30	6,535,415	164,563
7/31	6,551,445	16,030

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

PREPARED BY: Janet Morales, Administrative Analyst

SUBJECT: Resolution in Support of the Release of Marine Sergeant Andrew Tahmooressi

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IN SUPPORT OF ASSEMBLYWOMAN MELISSA MELENDEZ'S LETTER URGING THE PRESIDENT OF THE UNITED STATES TO ACTIVELY PURSUE THE TIMELY RELEASE OF MARINE SERGEANT ANDREW TAHMOORESSI; AND AUTHORIZE THE MAYOR TO SIGN THE LETTER ADDRESSED TO THE PRESIDENT

BACKGROUND:
On July 31, 2014, Assemblywoman Melissa Melendez dispatched a letter to the White House asking that the President of the United States, as Commander-in-chief, do everything in his power to help free Marine Sergeant Andrew Tahmooressi, who has remained needlessly imprisoned in Mexico since March 31, 2014.

The attached Resolution pledges the City's support of Assemblywoman Melendez's letter, the President's involvement, and urges other local agencies to do the same. In addition to Assemblywoman Melendez, representing the 67th District, the letter was signed by 17 other members of the California Assembly Legislature representing Assembly Districts 3, 5, 6, 12, 23, 33, 34, 38, 42, 44, 55, 68, 71, 72, 74, 75, 77 and three State Senators representing Senate Districts 1, 29, and 38.

FISCAL IMPACT:
None

Submitted By:
Janet Morales
Administrative Analyst

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
A. Resolution
B. Letter of Support to President Obama

Attachment

A

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IN SUPPORT OF ASSEMBLYWOMAN MELISSA MELENDEZ'S LETTER URGING THE PRESIDENT OF THE UNITED STATES TO ACTIVELY PURSUE THE TIMELY RELEASE OF MARINE SERGEANT ANDREW TAHMOORESSI; AND AUTHORIZE THE MAYOR TO SIGN THE LETTERS ADDRESSED TO THE PRESIDENTS

WHEREAS, On July 31, 2014, Assemblywoman Melissa Melendez dispatched a letter to the White House asking that the President of the United States, as Commander-in-Chief do everything in his power to help free Marine Sergeant Andrew Tahmooressi, who has remained needlessly imprisoned in Mexico since March 31, 2014; and

WHEREAS, the City Council, on behalf of the City of Wildomar, supports Assemblywoman Melendez's letter and the release of Marine Sergeant Tahmooressi.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Wildomar, California, as follows:

1. The City of Wildomar fully supports our State Assemblymembers and State Senators in seeking Presidential involvement in pursuing the release of Marine Sergeant Andrew Tahmooressi, and joins in urging the President of the United States, our Commander in Chief, to apply all diplomatic and legal pressure at his disposal to ensure that Sergeant Tahmooressi is released without further delay.

2. The Mayor is authorized to the sign the letter addressed to the President of the United States urging their pursuit for the timely release of Marine Sergeant Andrew Tahmooressi.

3. The City of Wildomar urges all elected officials, at all levels of government, to show their support for Presidential engagement in facilitating the release of Marine Sergeant Andrew Tahmooressi.

PASSED APPROVED AND ADOPTED this 10th day of September, 2014.

_____
Marsha Swanson, Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

ATTEST:

_____
Debbie A. Lee, CMC, City Clerk

Attachment

B

Marsha Swanson, Mayor
Ben Benoit, Mayor Pro Tem
Bob Cashman, Council Member
Bridgette Moore, Council Member
Timothy Walker Council Member

23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595
951/677-7751 Phone
951/698-1463 Fax
www.CityofWildomar.org

The President of the United States of America
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

Re: Marine Sergeant Andrew Tahmooressi

Dear Mr. President,

On behalf of the City of Wildomar, we are writing to ask that you do everything in your power as President and Commander-in- Chief to help free Marine Sergeant Andrew Tahmooressi, who has remained needlessly imprisoned in Mexico since March 31,2014.

As you may know, Sergeant Tahmooressi was in San Diego, receiving treatment for post-traumatic stress, when he made a wrong turn and ended up at the Mexican border. He informed the border patrol agents he did not want to enter Mexico and that he had all his belongings with him, including three personal firearms that are legally registered in accordance with U.S. laws. The Sergeant placed a 911call to seek help, but he was informed that as he was in Mexican territory, no assistance was possible, and he was subsequently arrested. Since that date Sergeant Tahmooressi has been incarcerated in harsh conditions.

Like you, we understand the magnitude of the serious problem of illegal arms and drug smuggling between Mexico and the United States. However, it is clear that Sergeant Tahmooressi is not part of the problem. His statement of admission when first approaching border authorities, and his cooperation with the Mexican authorities, point toward Sergeant Tahmooressi's innocence. He is entitled to expect the United States to facilitate a speedy resolution of this misunderstanding.

We do not assume to possess a superior knowledge of resources available to your constitutional office. However, we must plead, that pursuant to U.S. Code, Title 22, Chapter 23, Section 1732, that you demand the immediate release. of Sergeant Tahmooressi. We believe the grounds for your demand are sufficiently met and are rooted beyond the initial stop, detention, and weapons charges made by Mexican officials. Instead, the unjust detention and basis for your action under this code relates directly to his right to due process, right to be free from physical compulsion at the hands of his captors, and right to a speedy, efficient, and just trial.

Marsha Swanson, Mayor
Ben Benoit, Mayor Pro Tem
Bob Cashman, Council Member
Bridgette Moore, Council Member
Timothy Walker Council Member

23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595
951/677-7751 Phone
951/698-1463 Fax
www.CityofWildomar.org

The code states that whenever it is made known to the President that any citizen of the United States of America has been unjustly deprived of his liberty under the authority of a foreign government, that the duty of the President is to both: demand the reasons for the imprisonment; and if it appears wrongful and in violation of an American citizen's rights, the President shall demand that citizen's release.

As of Wednesday, July 23rd, the U.S. Customs and Border Protection agency has released, without undue delay, three armed Mexican police officers who apparently crossed our border inadvertently. These Mexican officers were in possession of substantially similar weapons to those in Sergeant Tahmooressi's possession. The expedited release of these Mexican police officers is fitting in the circumstances; so too, is the release of Sergeant Tahmooressi.

We urge you to apply all diplomatic and legal pressure at your disposal to ensure that Sergeant Tahmooressi is released without further delay. He has bravely served two tours of duty in Afghanistan and has earned your full support in accordance with United States law.

Thank you in advance for your urgent attention to this matter.

Sincerely,

Marsha Swanson
Mayor

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tri-Party Consultant Service Agreement for the Grove Park Development Project Environmental Impact Report (Planning Application No. 14-0069)

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Strata Keith, LLC, and LSA Associates, Inc. for the preparation of an Environmental Impact Report (EIR) for the Grove Park Development project; and

2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and LSA Associates, Inc., for the preparation of an Environmental Impact Report (EIR) for the Grove Park Development project.

BACKGROUND

The Planning Department received a development application (Planning Application No. 14-0069) from Strata Equity Group for the Grove Park Development project (refer to aerial exhibit on page 2) consisting of the following development applications:

- **General Plan Amendment (GPA):** A proposal to change the General Plan Land Use designation for 10.3 acres of the 19.3-acre site (northerly ½) from Business Park (BP) to Commercial Retail (CR) to accommodate the proposed commercial development. The existing land use designation on the southerly 10± acres will remain Highest Density Residential (HHDR) in accordance with the Housing Element approved on December 11, 2013.

- **Change of Zone (CZ):** A proposal to change the zoning designation for 10.3 acres of the 19.3-acre site (northerly ½) from R-R (Rural Residential) to C-P-S (Scenic Highway Commercial Zone) to accommodate the proposed 50,000 square foot

commercial retail development. The zoning designation for the southerly 10± acres will remain R-4 (Planned Residential Development).

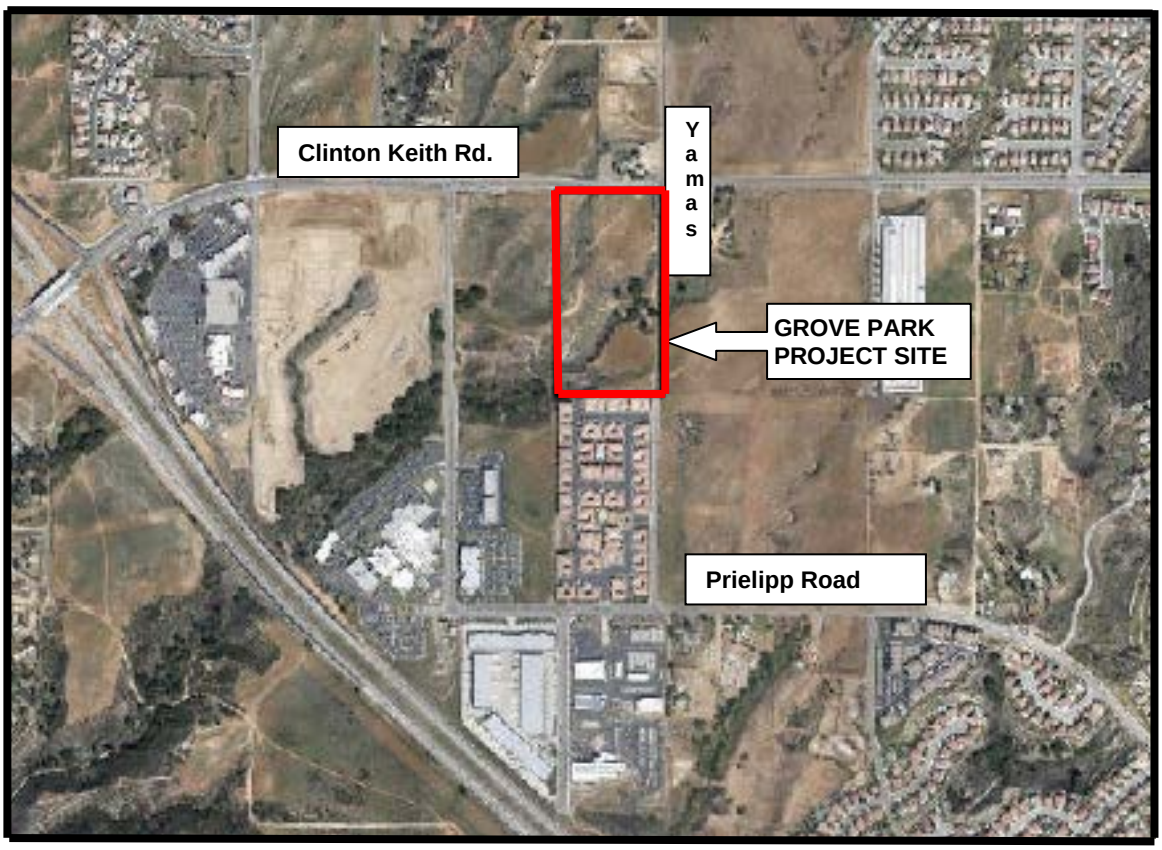
- **Tentative Parcel (TPM 36674):** A tentative tract map to subdivide the 19.3 acre project site into 2 lots as follows:
  - Multi-Family development portion - The area consists of one (1) lot to accommodate the 162-unit multi-family apartment project.

  - Commercial/Retail development portion – This subarea consists of one (1) lot to accommodate the 50,000 square feet of commercial/retail development project.

- **Plot Plan (PP):** The plot plan for the 19.3 acre project site consists of the following:
  - Multi-Family development portion - The area consists of a 162-unit multi-family apartment project and related site development improvements (i.e., parking, landscaping, etc.).

  - Commercial/Retail development portion – This area includes approximately 50,000 square feet of commercial/retail space and related site development improvements (i.e., parking, landscaping, etc.).

Aerial Photo/Vicinity Map



DISCUSSION

Based on review of the proposed development applications, and in accordance with Section 15081 of the California Environmental Quality Act (CEQA), the Planning Department has determined that the proposed development project will require the preparation and processing of an Environmental Impact Report (EIR). Once the determination was made that an EIR was needed, staff extended a Request for Proposal (RFP) to the City's on-call CEQA firms (Refer to Attachment B).

Staff received four (4) proposals which were ranked based on qualifications (i.e., project manager, team resources, firm's expertise/experience with similar development projects). Based on this, staff is recommending the City Council award the contract to LSA Associates, Inc. for preparation of the Environmental Impact Report (EIR).

The proposed budget/compensation with LSA Associates, Inc. is a "not-to-exceed" amount of $130,225.49. With the City's standard 17.5% administrative overhead charge ($22,789.47) and City Attorney costs ($22,000.00), the total cost to prepare the EIR is $175,014.96. The total cost will be paid by the Applicant.

In accordance with the provisions of the contract, within ten (10) business days after the effective date of the contract, the Applicant is required to deposit 50% of the total EIR cost ($87,507.48). This will allow the consultant to begin the EIR process. Further, within thirty (30) business days after the effective date, the applicant is required to deposit the remaining 50% of the EIR cost ($87,507.48). The estimated time frame to prepare and process the EIR is approximately seven (7) months, not including public hearings before the Planning Commission and City Council.

FISCAL IMPACTS:
All costs associated with the preparation and processing of the EIR is the sole responsibility of the Applicant, thus, there is no fiscal impact to the City's General Fund.

Submitted by:	Approved by:
Matthew C. Bassi	Gary Nordquist
Planning Director	City Manager

ATTACHMENTS:

A. City of Wildomar/Strata Keith, LLC/LSA Associates, Inc. Tri-Party Agreement
B. Request for Proposal (RFP) for EIR Consultant Services

ATTACHMENT A

(CEQA DOCUMENT PREPARATION AND DEPOSIT CONTRACT)

CEQA DOCUMENT PREPARATION AND DEPOSIT CONTRACT

This CEQA Document Preparation and Deposit Contract ("Contract") is made and entered into as of the _____, day of _____, 2014, by and among the City of Wildomar, a California municipal corporation, ("City"), Strata Keith, LLC, ("Applicant/Property Owner"), and LSA Associates, Inc., ("Consultant"). Hereafter, City, Applicant and Consultant may be collectively referred to as the "Parties."

RECITALS

A. The California Environmental Quality Act ("CEQA") [Public Resources Code § 21000 et seq.] makes lead agencies responsible for determining whether an environmental impact report ("EIR"), a negative declaration ("ND"), or a mitigated negative declaration ("MND") is to be required for any project. CEQA also provides that any such EIR, ND, or MND be prepared directly by, or under contract to, the legal agency.

B. Applicant has applied to the City for one or more land use approvals for that project ("Project") more particularly described in the "Project Description" attached hereto and incorporated herein by reference as Exhibit "1".

C. City is the lead agency under CEQA for the Project. Based on its preliminary review and consultation with Applicant, City has determined that an Environmental Impact Report ("CEQA Document") is required for the Project to adequately assess its potentially significant impacts. Pursuant to Public Resources Code § 21080.1(a) City's determination that this particular CEQA Document required for the Project is final and conclusive.

D. Consultant is a qualified environmental and/or land use planning firm. City, in consultation with Applicant, has selected Consultant to prepare the CEQA Document and any related studies, surveys, and reports as may be required to comply with CEQA. Consultant has prepared a "Scope of Work" attached hereto and incorporated herein by reference as Exhibit "2", outlining the breadth of analysis and the tasks to be performed to prepare the CEQA Document.

E. Applicant and Consultant acknowledge that as the lead agency, City is responsible for complying with CEQA and the State CEQA Guidelines ("CEQA Guidelines") [14 Cal. Code Regs. § 15000 et seq], that the City is responsible for the adequacy of its environmental documents, that the City cannot rely on comments from other public agencies or private citizens as a substitute for work CEQA requires, and that this particular CEQA Document must reflect the independent judgment of the City. Applicant and Consultant further acknowledge that as a result of these responsibilities, the CEQA Document is to be prepared and completed to reflect City's independent judgment, to comply with CEQA and the CEQA Guidelines, and to comport with all applicable professional standards.

F. CEQA authorizes City, as the lead agency, to charge and collect a reasonable fee from Applicant to recover the estimated costs incurred in preparing the CEQA Document and for procedures necessary to comply with CEQA regarding the Project. Applicant acknowledges that it is responsible for the payment of these costs as provided in this Contract.

G. City and Consultant acknowledge that CEQA and the CEQA Guidelines encourage the completion of the CEQA Document within certain time limits and that lead agencies should reduce delay and paperwork in the preparation of CEQA Documents.

H. Based on the foregoing Recitals, Applicant, City, and Consultant now desire to enter into this Contract for the preparation of the CEQA Document determined to be necessary for the Project.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenant hereafter set forth, the parties agree as follows:

Article 1.0 Applicants Obligations

1.1 CEQA Document Costs. Applicant shall pay all costs incurred for the preparation and completion of the CEQA Document which total $175,014.96.

1.2 Consultant Charges. Consultant's not-to-exceed charges for services and reimbursable expenses for preparation and completion of the CEQA Document, pursuant to that Consultant Services Agreement between Consultant and City, a copy of which is attached hereto as Exhibit "3", are $130,225.49.

1.3 City Charges. City's estimated charges for review and processing of the CEQA Document are $44,789.47.

1.4 Deposits. Applicant acknowledges that the City's estimated charges are estimates only and the actual costs may be higher. Applicant agrees to pay all Consultant charges and City charges even if those charges exceed the cost estimates provided in this Contract. To ensure timely payment and performance, Applicant shall deposit the Consultant's and City's estimated charges (Total Estimated Cost) with the City as follows:

1.4.1 Initial Deposit. Within ten (10) business days after the Effective Date of this Contract, Applicant shall deposit $87,507.48 with the City, being an amount equal to one half (1/2) of the Total Estimated Cost. Further, within thirty (30) business days after the Effective Date of this Contract, Applicant shall deposit with the City the remaining balance of the Total Estimated Cost, which is $87,507.48. Nothing in this section shall preclude the Applicant from depositing the full amount ten (10) business days after the Effective Date of this Contract.

1.4.2 Subsequent Deposits. Applicant shall be responsible for making subsequent deposits with City if necessary. At such time as the Initial Deposit is reduced to either ten percent (10%) of its original amount or $10,000, whichever is greater, City shall invoice the Applicant for a subsequent deposit in an amount determined to be sufficient by the City to complete the next logical phase of work on the CEQA Document. Applicant shall deposit the invoiced amount with City within ten (10) business days after receipt of such invoice.

1.4.3 Return of Excess Deposits. Any excess of the amount deposited over the actual cost incurred by City in connection with preparation of the CEQA Document shall be refunded by City to Applicant within 15 days from the date a Notice of Determination in connection with the subject proposed Project is filed with the County Clerk.

1.4.4 No Obligation for City to Complete. Applicant understands and agrees that City shall have no obligation complete the CEQA Document, consider the CEQA Documents for approval, or to pay or incur any costs related thereto, in the event the that Applicant fails to deposit the funds required under Article 1.0 of this Contract. In no event shall City have any responsibility to incur or pay any cost for the preparation and completion of the CEQA Document, or any other activities associated with public review, comment, and consideration (such as preparing, posting, and filing notices, circulating copies of the CEQA Documents, or reviewing and recommending the CEQA Document for approval), except to the extent that Applicant has provided the deposits and funds to pay for such activities as provided under this Contract.

1.5 Communication. Applicant hereby agrees that its officers, employees, contractors, agencies or other representatives shall not communicate with, or discuss any matters relating to the CEQA Document with the Consultant engaged by City to prepare the CEQA Document without prior approval from the Planning Director or his duly authorized representative. Applicant further agrees that all questions regarding scheduling, content, or distribution of the CEQA Document, or any related matters, shall be addressed to the City staff, not the Consultant. The purpose of this provision is to ensure that the CEQA Document prepared will be objective and prepared on behalf of the City, and not a document prepared for purposes of advocating approval of the private proposed project to which it relates.

1.6 Representations. Applicant understands and acknowledges that, although City shall use reasonable efforts to see that the CEQA Document is completed in compliance with the requirements of CEQA and the State CEQA Guidelines, City does not guarantee, warranty, or in any way represent that the CEQA Document will or would be found legally valid by a court of competent jurisdiction in the event of a legal challenge to the CEQA Document by any litigant, and no term of this Contract is intended to be, or shall be, construed to express or imply such guarantee, warranty, or representation. Applicant further understands and acknowledges that neither City's receipt of the amounts specified under this Contract from Applicant, nor any other term of this Contract, is intended to be, or shall be, construed to express or imply that City agrees or intends to assume or reimburse the cost of attorney's fees, or any other cost,

expense or obligation, that would be incurred in undertaking, in whole or in part, the legal defense to any lawsuit or other legal action challenging the validity of the CEQA Document by any litigant.

1.7 Peer Review. Applicant agrees to pay all costs associated with peer review of any document prepared in connection with the CEQA Document if a valid public controversy arises with respect to the CEQA Document. Peer review shall be conducted by the Applicant hiring an environmental consulting firm approved by the City to critique the adequacy of the CEQA Document (or any technical document pertaining thereto) so that the appropriate approval body can make an informed decision with respect to the environmental effects of the Project. For purposes of this section, a valid public controversy shall mean any of the following:

(1) submission of other differing scientific opinions with respect to the CEQA Document;

(2) submission of credible evidence in opposition to evidence contained within the CEQA Document;

(3) submission of additional credible information which was omitted from the CEQA Document.

Article 2.0 Consultants Obligations

2.1 Preparation of CEQA Document. Consultant shall prepare the CEQA Document identified in Recital C of this Contract. If an EIR is to be prepared as the CEQA Document, the Consultant shall prepare the administrative draft, draft and Final EIR and responses to comments.

2.2 Attendance at Public Hearings. The Consultant shall attend all public hearings in connection with the subject proposed Project.

2.3 City Documents. The City shall maintain ownership, custody and control over all documents prepared by Consultant including, but not limited to, all CEQA Documents.

2.4 Meetings. Both Applicant and Consultant agree not to hold meetings concerning the subject proposed Project without the City present.

Article 3.0 City Obligations

3.1 Review Materials. City shall review and analyze all materials submitted in connection with the CEQA Documents as timely as practicable under the circumstances. City shall timely notify and work with Consultant regarding changes or modifications to any CEQA Documents.

3.2 Coordinate Meetings of Parties. City shall use its best efforts to coordinate and arrange meetings between City, Consultant and Applicant from time to time as the need arises.

3.3 Submit to Approval Body. Upon the satisfactory completion of the CEQA Document and all other City application processing requirements, City shall submit the Project for a hearing to the appropriate approval body of the City.

Article 4.0 Indemnity

4.1 Indemnity. The Applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Article 5.0 General Provisions.

5.1 Attorney's Fees. In the event any action is instituted to enforce the terms of this Contract, including any action to recover damages, to obtain injunctive relief, or to appeal any judgment or order of the court, the prevailing party in such action shall be entitled to entry of judgment for an amount equal to its reasonable attorneys' fees, expert witness fees and costs, and costs of suit in addition to such other relief to which it may be entitled. The provisions of this subsection shall in no way limit the scope of either party's obligations under this Contract.

5.2 Assignment. This Contract and any and all rights, duties and obligations set forth herein shall not be assigned or transferred by any party.

5.3 Amendments. This Contract may be amended only by a document in writing and signed by each of the parties to this Contract.

5.4 Entire Agreement. This Contract contains the entire agreement and understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements oral or written, are merged herein, and shall be of no force or effect. California law shall govern the interpretation and enforcement of this Contract.

5.5 Severability. If any covenant, term or condition of this Contract or any application thereof shall be invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

5.6 Authority. The parties hereto warrant and represent that each has the legal right, power and authority to enter into this Contract and to perform all of its obligations hereunder and that the execution and delivery of this Contract have been duly authorized.

5.7 Effective Date of Contract. This Contract shall not become effective until the date it has been executed by the appropriate authorities of City, Consultant & Applicant.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the effective date set forth above.

"CITY"

City of Wildomar

By:

_____

Gary Nordquist, City Manager

"APPLICANT"

Strata Keith, LLC

By:

_____

David Michan, Manager

“CONSULTANT”

LSA Associates, Inc.

By:

_____

Les Card, CEO

ATTEST:

_____

Debbie A. Lee, City Clerk

APPROVED AS TO FORM:

_____

Thomas D. Jex, City Attorney

EXHIBIT "1"

Tri-Party Contract for Consultant Services

Project Description

The Planning Department received a development application (Planning Application No. 14-0069) from Strata Equity Group for the Grove Park Development project consisting of the following development applications:

- **General Plan Amendment (GPA):** A proposal to change the General Plan Land Use designation for 10.3 acres of the 19.3-acre site (northerly ½) from Business Park (BP) to Commercial Retail (CR) to accommodate the proposed commercial development. The existing land use designation on the southerly 10± acres will remain Highest Density Residential (HHDR) in accordance with the Housing Element approved on December 11, 2013.

- **Change of Zone (CZ):** A proposal to change the zoning designation for 10.3 acres of the 19.3-acre site (northerly ½) from R-R (Rural Residential) to C-P-S (Scenic Highway Commercial Zone) to accommodate the proposed 50,000 square foot commercial retail development. The zoning designation for the southerly 10± acres will remain R-4 (Planned Residential Development).

- **Tentative Parcel (TPM 36674):** A tentative tract map to subdivide the 19.3 acre project site into 2 lots as follows:
  - Multi-Family development portion - The area consists of one (1) lot to accommodate the 162-unit multi-family apartment project.

  - Commercial/Retail development portion – This subarea consists of one (1) lot to accommodate the 50,000 square feet of commercial/retail development project.

- **Plot Plan (PP):** The plot plan for the 19.3 acre project site consists of the following:
  - Multi-Family development portion - The area consists of a 162-unit multi-family apartment project and related site development improvements (i.e., parking, landscaping, etc.).

  - Commercial/Retail development portion – This area includes approximately 50,000 square feet of commercial/retail space and related site development improvements (i.e., parking, landscaping, etc.).

EXHIBIT “2”

Tri-Party Contract for Consultant Services
Consultant Proposal/Scope of Work

PROPOSAL FOR

ENVIRONMENTAL IMPACT REPORT
GROVE PARK MIXED USE PROJECT
(PA 14-0069)

CITY OF WILDOMAR

RIVERSIDE COUNTY, CALIFORNIA

LSA

July 30, 2014

PROPOSAL FOR

ENVIRONMENTAL IMPACT REPORT
GROVE PARK MIXED USE PROJECT
(PA 14-0069)

CITY OF WILDOMAR

RIVERSIDE COUNTY, CALIFORNIA

Prepared for:

City of Wildomar
Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595
mbassi@cityofwildomar.org

Prepared by:

LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310

LSA Proposal No. ZZZ4044D1

LSA

July 30, 2014

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July 30, 2014

City of Wildomar, Planning Department
Attn: Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

Subject: Proposal to Prepare an Environmental Impact Report for the Grove Park Mixed Use Project, Planning Application No. 14-0069 in the City of Wildomar (LSA Proposal No. ZZZ4044D1)

Dear Mr. Bassi:

LSA Associates, Inc. (LSA) is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) for the Grove Park Mixed Use Project in the City of Wildomar (City). We understand the City wishes to retain a qualified environmental consultant to assist with this work. It is clear from the City's Request for Proposal (RFP) dated July 1, 2014, that there is a desire to ensure the documents and process will comply with the California Environmental Quality Act (CEQA). LSA has over 38 years of corporate experience with CEQA compliance documents for both public and private clients, including mixed use projects on major arterial roadways.

LSA can start immediately and have a Screencheck Draft EIR ready for City staff review within four months of authorization to proceed. LSA will utilize information from recent environmental documents prepared within the City to minimize cost and delay on this project.

LSA has all the in-house staff and resources necessary to successfully complete this project (i.e., we will not be using any subconsultants). **Kent Norton, AICP**, one of our senior project managers with 36 years of CEQA compliance experience, will be the manager of this project as well. All of the professionals presented in our key personnel section will be available for work if we are selected for this project.

We look forward to working with the City on this project. Please contact Kent Norton (kent.norton@lsa-assoc.com) or me (lynn.hayes@lsa-assoc.com) at (951) 781-9310 if you have any questions concerning the proposal. As requested in the City's RFP, we hereby state that during the performance of this work (if awarded), *LSA will not engage in any other professional relationship or representation that would create a conflict of interest with regard to environmental services for the City.*

Sincerely,

LSA ASSOCIATES, INC.

Lynn Calvert-Hayes

Lynn Calvert-Hayes, AICP
Principal

LSA Associates, Inc.
1500 Iowa Avenue, Suite 500
Riverside, California 92507

I INTRODUCTION AND PROJECT UNDERSTANDING

LSA Associates, Inc. (LSA) is pleased to present this proposal to the City of Wildomar (City) to peer-review technical studies and prepare an Environmental Impact Report (EIR) for the Grove Park Mixed Use Project. LSA understands this mixed (horizontal) project on 19.3 acres includes 50,000 square feet of commercial/retail uses and a 162-unit multifamily apartment complex. According to the preliminary site plan of development prepared by KTGY Group, Inc. the apartments will include 48 one-bedroom units, 90 two-bedroom units, and 24 three-bedroom units on approximately 10.3 acres. The apartments will be contained in multiple three-story buildings and the complex will also contain a leasing and recreational building. The commercial/retail area consists of 4 buildings (a two-story 30,000-square foot office building, two 6,000-square foot retail/commercial pads, and an 8,000-square foot retail building and associated parking). The commercial/retail site also includes a 1.8-acre park and 1.3 acres of preserved oak grove. The property is bounded by Clinton Keith Road on the north and Yamas Drive (proposed) on the east. The site is currently vacant.

The project entitlements include the following:

- General Plan Amendment for 10.3 acres of the 19.3-acre site (northerly one-half) from Business Park to Commercial Retail (CR) to accommodate the proposed commercial/retail uses.
- A change of zone for 10.3 acres of the 19.3-acre site (northerly one-half) from Rural Residential (R-R) to Scenic Highway Commercial Zone (C-P-S) to accommodate the proposed commercial/ retail uses.
- A Tentative Tract Map (TTM 36674) to subdivide the 19.3-acre project site into two lots:
    - Multifamily development portion: The area consists of one (1) lot to accommodate the 162-unit apartment complex.
    - Commercial/Retail development portion: This subarea consists of one (1) lot to accommodate the commercial/retail development.
- A Plot Plan for the 19.3-acre project site to consist of the following:
    - Multifamily development portion: The area consists of a 162-unit apartment complex and related site development improvements.
    - Commercial/Retail development portion: This area includes 50,000 square feet of commercial/retail and related site development improvements.

For brevity, we will not repeat all the project information provided in the City's RFP issued on July 1, 2014, but rather focus on the information and issues that are most important in preparing a proposal that is responsive to the City's RFP. As indicated in the RFP, LSA proposes to peer-review technical studies in support of the EIR document and process and prepare the project EIR. LSA will prepare the EIR to comply with the requirements of the California Environmental Quality Act (CEQA).

LSA is a full-service environmental consulting firm with 38 years of experience in preparing and successfully processing documents to comply with CEQA. While we pride ourselves on our technical document preparation skills, we believe that the most important aspect of our overall service is our project management skills. On a daily basis, this translates into tracking and expediting documents through the steps necessary to successfully meet CEQA requirements in a timely manner.

LSA has extensive experience preparing detailed and comprehensive environmental documents for public and private projects, including small and mid-sized mixed use land development activities.

LSA has technical in-house expertise in several areas applicable to this project, including traffic, air quality, noise, greenhouse gases, cultural resources, and biology; therefore, we will not need to add any subconsultants to our team. We have selected the following team members to peer-review the technical studies and prepare the EIR for this project:

- Principal in Charge: Lynn Calvert-Hayes, AICP (peer review geotechnical);
- Project Manager: Kent Norton, AICP, REPA;
- Traffic: Ambarish Mukherjee, AICP (peer review);
- Air Quality/Greenhouse Gases: Ron Brugger (peer review);
- Noise: Tony Chung. Ph.D. (peer review);
- Cultural Resources: Rory Goodwin (peer review);
- Biological Resources: Maria Lum (peer review); and
- Hydrology and Water Quality: Nicole West (peer review).

As stated previously the property is currently vacant. Property to the south is occupied by an apartment complex. The proposed project site is in close proximity to the I-15 Freeway to the west. The site is proximate to several rural residents, so conversion of land use may represent a **general controversy** regarding this site. Local residents will naturally be concerned about loss of open space, change in views, traffic, noise, air quality impacts, and effects on wildlife and habitats associated with the project. LSA understands local residents may also be concerned about the overall development and its effect on their property values and quality of life.

We encourage the City to fully involve the developer to inform the public about the project as the CEQA process begins by holding a neighborhood meeting. Even with accurate project information, it is possible this project will be of concern to nearby residents, so LSA plans to conduct a scoping meeting using **"constructive disagreement"** techniques that will help obtain useful information even if the meeting is adversarial. Some agencies may also object to certain aspects of the proposed development (e.g., California Department of Fish and Wildlife).

A number of regulatory agencies will be concerned about **biological resources** on the site and in the surrounding area, and LSA has a number of biologists in house who will work with our environmental staff to provide a thorough evaluation of the many biological issues, including sensitive species and the oak grove on the site. We understand the oak grove will be preserved on site.

Although the site is proximate to the I-15 Freeway and has direct access off Clinton Keith Road and the proposed extension of Yamas Drive, **traffic** will be an important local concern. Per the City's RFP, LSA will peer-review the traffic impact assessment to ensure the potential number of trips generated is accurate and a quantitative analysis of the impacts on local traffic has been provided to identify any conflicts with existing roads, driveways, or vehicular movement immediately around the project site (i.e., local circulation and emergency access).

LSA will peer review the air quality study to ensure the potential impacts of the project on the adjacent residential area in terms of **air pollutant emissions** using the methodologies recommended

by the SCAQMD has been provided. Finally, current CEQA documents must contain a detailed assessment of **greenhouse gas emissions** and their potential influence related to global climate change. LSA has an in-house air quality group that stays on the cutting edge of the methodologies to evaluate these impacts effectively will peer review the greenhouse gas emission study. Short-term construction-related emissions may also be of concern to residents. Along with traffic, **noise** generated by construction and new vehicular sources will be of concern to local residents, especially those closest to the project south of the project site. LSA has in-house personnel who can effectively evaluate the potential noise impacts of project construction and traffic on these local streets.

The proposed project contains drainage features under the jurisdiction of the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB). According to the biological assessment prepared for the project by PCR, the USACE is currently evaluating the man-made isolated nature of the on-site isolated drainage features by way of a Jurisdictional Determination to determine if they concur with PCR's assessment. However, CDFW and the RWQCB reserve the right to regulate these features as isolated "waters of the State." The EIR will need to evaluate the impacts of the proposed project on these drainage features and provide mitigation where required per CEQA.

LSA and its team for this project have the experience necessary to successfully complete a **legally defensible** EIR for this project, while meeting the procedural needs of the CEQA process and effectively involving the public, public agencies, and special interest groups in the process.

Note: *the following scope of work includes all the items requested in the City's RFP, but we have organized them in chronological order to be more easily followed.*

II. SCOPE OF WORK

Task 1.0: Project Initiation

Task 1.1: Project Kick-off Meeting

A project kick-off meeting will be held to ensure an orderly flow of project efforts. The meeting will be held with City staff, the project applicant, and other City team members as appropriate to:

- Establish a mutual understanding of the CEQA program objectives and key issues, explore community concerns regarding the proposed project, and discuss the 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 CEQA program;
- Refine the scope of work to be performed including related technical studies;
- Define protocols for requesting information of City staff and City team members;
- Refine the project schedule, establish protocols for product review and coordination with the City, and define project milestones and decision points;
- Obtain relevant plans, reports, ordinances, and studies applicable to the project;
- Obtain the City's mailing list for environmental documents; and
- Conduct a site visit with City staff and the applicant to see existing area conditions.

Prior to the kick-off meeting, LSA will identify its document and information needs to assist the City and the City team members in accumulating the background information necessary to initiate the program. These needs may include the following:

- Environmentally-related investigations of the site; and
- Reproducible or electronic copies of the site development plan or topographic map with property boundaries will be required prior to the start of our field investigation.

Task 1.2: Project Description

LSA will collaborate with the City, project applicant, and the City/project team members in defining the project description. LSA will draft a comprehensive project description based on the most recent information provided by City in addition to the project information provided by the applicant and its engineer or other team members. The project description will provide a detailed narrative of the proposed project, operational characteristics, and geographical setting as required by CEQA.

Additionally, LSA will visit the project site to establish an understanding of existing site conditions, the physical setting of the proposed project site, and the relationship between the project site and adjacent land uses.

Task 1.0 Deliverables: Attend a kickoff meeting and confirm the project objectives, scope of work and schedule, and a mutual understanding of the process and protocols that will be followed.

Task 2.0: Technical Studies

Task 2.1: Peer-Review of Existing Technical Studies

LSA will review the following technical studies that have already been or are being prepared for the project site:

- 2.1. Air Quality Impact Analysis (Urban Crossroads June 6, 2014).
- 2.2. Biological Resources Assessment and Western Riverside County MSHCP Consistency Analysis (PCR November 2013).
- 2.3. Cultural Resources Assessment (Dave Brunzell/BCR Consulting May 19, 2014).
- 2.4. Preliminary Geotechnical and Fault Rupture Hazard Investigation (GeoCon West, Inc. March 24, 2014).
- 2.5. Greenhouse Gas Analysis (Urban Crossroads June 6, 2014).
- 2.6. Preliminary Hydrology and Hydraulics Study for Clinton Keith Village (JLC Engineering, June 16, 2014).
- 2.7. Noise Impact Analysis (Urban Crossroads May 29, 2014).
- 2.8. Traffic Impact Assessment (Urban Crossroads June 10, 2014 [Revised]).
- 2.9. Preliminary Water Quality Management Plan (JLC Engineering, June 16, 2014).

LSA will peer-review the studies to determine if they contain sufficient information for the purposes of CEQA compliance and, if not, what additional information is needed.

Task 2.1 Deliverables: A summary memo of the various technical studies and any deficiencies that are needed to complete the CEQA analysis.

Identify Needed Technical Studies

Based on the City's RFP and the anticipated scope of work, LSA has identified the following technical studies that would be helpful to support the analysis in the EIR document and the applicant may have the study available if they purchased the property already:

- Phase I Assessment (Hazardous Materials).

Task 3.0: Notice of Preparation

If a lead agency has already determined that an EIR needs to be prepared for a particular project, State CEQA Guidelines Section 15060(d) allows it to dispense with the preparation of an Initial Study and move directly into preparing the EIR. To expedite the CEQA process for this project, LSA recommends the City **not** prepare an Initial Study but rather move right into EIR preparation. LSA will prepare the Notice of Preparation (NOP) to notify the State Clearinghouse, the general public, and local agencies that the City is preparing an EIR for this project.

Task 3.0 Deliverables: A comprehensive project description and NOP in electronic format plus two hard copies. 50 hard copies of the NOP for public distribution and transmittal to the State Clearinghouse, including mailing costs.

Task 4.0: Public Scoping Meeting

LSA will coordinate a public scoping meeting with City staff. The meeting will provide the public the opportunity to obtain project-related information, to express its concerns regarding potential environmental impacts of the proposed project, and to learn about the environmental process. LSA will solicit public input relative to the proposed project, explain the EIR process, and respond to questions related to the preparation and processing of the environmental document for the proposed development. The meeting will be targeted to local businesses, civic groups, the general public, responsible agencies, and local conservation groups.

The City will be required to schedule the time and location of the scoping meeting as well as to secure appropriate venue for the meeting, and notice the meeting in the local newspaper. It is anticipated that the date, place, and time for the scoping meeting will be included in the NOP, and the meeting will be scheduled during the 30-day NOP review period.

LSA will discuss with the City a wide range of options regarding public input and participation with pros and cons for each approach. LSA will also discuss ways to handle and present information with and to the public, including meetings and/or the City's website. LSA will conduct the meeting and take notes of all comments made at the meeting for use in the DEIR preparation and inclusion in the DEIR appendices.

Task 4.0 Deliverables: Handout materials for the meeting and notes from the meeting for the project file.

Task 5.0: Administrative Draft Environmental Impact Report No. 1 (ADEIR#1)

Task 5.1: Environmental Assessment

LSA will assemble all pertinent data provided by and/or commissioned by the project proponent and other sources. 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.

An assessment of the following environmental issues will be conducted as they relate to the proposed project, applicable City standards, and/or the standards of State and Federal entities.

- Land Use and Planning
- Population and Housing
- Agriculture and Mineral Resources
- Hydrology and Water Quality
- Transportation and Circulation
- Biological Resources
- Aesthetics
- Utilities and Service Systems
- Air Quality
- Public Services
- Geologic and Soil Constraints
- Recreation
- Hazards and Hazardous Materials
- Noise
- Greenhouse Gases and Climate Change

Environmental Issues/Impacts. A number of potential impacts are expected to be less than significant (e.g., mineral resources, aesthetics, and agriculture), but the EIR will focus on several key issues related to the location and type of project. It will be important to verify that local constraints such as faulting or flooding will not adversely affect the proposed mixed use project.

LSA will conduct a thorough assessment of sensitive vegetation and wildlife to ensure there will be no significant impacts from development. Air quality, dust, greenhouse gases, and noise will be assessed especially for construction-related impacts.

LSA will prepare a comprehensive Administrative Draft EIR (ADEIR) using the City's latest format and direction consistent with CEQA. The ADEIR will address the key environmental issues as they relate to the proposed project, applicable City standards, and/or the standards of State and Federal entities.

Key EIR Issues. While all of these issues will be addressed to an appropriate level of detail, special attention will be given to potential impacts related to drainage and biological resources as well as to traffic, air quality, and noise impacts on local residences.

- **Grading/Geology.** LSA will carefully review the proposed grading in light of regional faults and our review of the existing geotechnical report.
- **Biological Resources.** The site contains oak trees that represent important biological resources, as well as potential habitat for sensitive species listed by State and Federal agencies. Even species that are not listed but considered sensitive or important will be considered during the analysis of vegetation and related animal species. LSA will summarize the biological report and MSHCP consistency analysis and evaluate potential direct and indirect impacts of the proposed development on these resources.
- **Hydrology/Water Quality.** Resource agencies will be concerned about drainage and water quality impacts to drainage under the jurisdiction of the San Diego Regional Water Quality Control Board. LSA will use the project hydrology and water quality reports as a guide to evaluate potential water-related impacts.
- **Traffic/Noise.** Using the project traffic study, LSA will evaluate potential traffic and circulation impacts of the project on surrounding roadways and intersections. LSA will also evaluate any localized access issues that may be raised at the scoping meeting by local residents that may not be addressed in the project traffic study. Based on the project traffic and noise studies, LSA will evaluate potential impacts on local residents/residences from construction and project-related traffic.
- **Air Quality.** Local residents may be concerned about dust during grading, and LSA will also evaluate the full spectrum of potential air pollutant issues related to the proposed development, including greenhouse gases, and recommend appropriate mitigation.

Task 5.2: Administrative Draft EIR No. 1

LSA will examine all issues 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 will be created by the proposed project based on established thresholds of significance. In addition, a discussion of implementable mitigation measures that can be monitored effectively during development and operations of the proposed project will be included for each issue.

In addition to these issues, the following CEQA-mandated topics will be addressed:

- Any significant irreversible environmental changes that would be involved in the proposed action should it be implemented;

- Unavoidable adverse impacts;
- Cumulative impacts of the proposed project;
- Consistency of the proposed project with Regional Plans;
- Potential growth-inducing aspects of the project; and
- Identification of potential alternatives to the proposed project. Up to three alternatives, in addition to the "No Project–No Build" alternative, will be evaluated. The scope of the alternatives will be developed in consultation with the City. The evaluation of alternatives will provide a comparative analysis of alternatives to the proposed project.

The ADEIR will incorporate relevant data from City planning and environmental documents, site-specific technical studies, applicant-provided materials, and publically available data. The EIR will address relevant comments received during the NOP period and public scoping meeting. These work efforts will be compiled into an ADEIR, along with analysis of topical issues required by CEQA, Executive Summary, Introduction, Project Description, and Alternatives.

The EIR will identify any impact that cannot be reduced to a less than significant level. LSA will prepare the ADEIR#1 for review by the City. The City will combine its comments into a single document, providing specific and non-contradictory comments. LSA will revise the document as necessary to address City comments. This scope and cost estimate anticipates one (1) round of City review of the ADEIR#1. Additional rounds of review of the ADEIR by the City and City Project team members can be conducted under an augment to LSA's cost estimate.

During preparation of the ADEIR#1, LSA will discuss any potentially significant impacts with City staff and identify any modifications to the project characteristics or alternatives that could reduce potential impacts to less than significant levels. This assessment will be based on the many years of experience our project manager has in evaluating projects and developing mitigation measures. This work will occur prior to completing the ADEIR#1 document so the City and project applicant can assess the progress of the CEQA process.

Task 5.0 Deliverables: One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#1 and 5 hard copies.

Task 6.0: Administrative Draft EIR No. 2 (ADEIR#2)

Upon receipt of a consolidated and non-contradictory set of comments from City staff on ADEIR#1, LSA will revise the document as appropriate. After any required revisions have been incorporated into the document, LSA will prepare the Draft EIR for public review. This scope and budget assumes one (1) round of review and revision by the City. Additional rounds of review may be conducted under an augment to this scope and budget.

Task 6.0 Deliverables: One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#2 and five hard copies.

Task 7.0: Draft EIR

Task 7.1: Prepare DEIR for Public Review

Upon receipt of a consolidated and non-contradictory set of comments from City staff on the ADEIR#2 (Task 6.0), LSA will prepare a "Public Review Draft EIR" document as appropriate. LSA will be responsible for the duplication and distribution of the EIR, as well for providing notice of the availability of the EIR in local newspaper(s), and for filing the necessary notices with the Riverside County Clerk.

Important Note. *To expedite the schedule, LSA proposes to meet with City staff to review document corrections in real time to limit changes to one review cycle. This procedure worked well on a recent LSA project in the City of San Gabriel and cut 4 weeks off the typical review/revision time.*

Task 7.2: Notice of Completion

LSA will prepare the Notice of Completion (NOC) to accompany the required copies of 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 in the manner required under CEQA and/or other applicable regulations. LSA will utilize the most recent distribution list compiled and provided by the City.

Task 7.3: Circulate DEIR for Public Review

The Draft EIR will be distributed to agencies and the public within one week of receiving approval of the DEIR (see Task 7.1) by the City. The technical appendices to the Draft EIR will be provided on CD-ROM as PDF files along with the hard copies of the Draft EIR.

Task 7.0 Deliverables: Two hard copies of the Draft EIR plus one PDF and one Word version on CD-ROM of the DEIR, technical appendices, and NOA will be provided to the City for final review, then 20 CDs and 20 hard copies (comb bound) of the DEIR and 2 hard copies of the EIR appendices will be provided for public distribution.

Task 8.0: Final EIR

Task 8.1: Response to Comments

Upon close of the public review period, LSA will prepare responses to public and agency comments received regarding the Draft EIR. This scope and cost estimate assumes up to forty (40) hours of staff time will be required for this task. Work efforts related to this task in excess of the time identified this scope and cost estimate will be billed on a time/materials basis. As necessary, LSA will formulate responses to the comments received on the Draft EIR within two weeks of receipt of a complete set of comments received during the public review period. Once draft responses to comments are completed, they will be submitted to the City for review and comment.

Task 8.2: Mitigation Monitoring and Reporting Plan (MMRP)

Prior to the City Planning Commission hearing on the project and the EIR, LSA will prepare an MMRP to assist the City in implementing the mitigation measures contained 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 the schedule for implementation. The MMRP will be included as an appendix to the Final EIR.

Task 8.3: 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, letters of comments and responses regarding the Draft EIR, and the MMRP.

To facilitate review of the Final EIR, revisions made subsequent to the public review of the document will be depicted utilizing underline/~~strikeout~~ (strikeout) text. The Administrative Final EIR will be submitted to the City for one round of review and comment. A round of comments refers to a group of comments from City departments, including the City Attorney, received at the same time.

Task 8.4: 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) summarizing the findings and mitigation measures contained in the Final EIR. The draft Facts, Findings, and SOC will be prepared and submitted to the City for one round of review. A round of comments refers to a group of comments from City departments, including the City Attorney, received at the same time. After the round of comments, the draft Facts, Findings, and SOC will be revised and delivered to the City in electronic format in Microsoft Word for use by legal counsel and finalization by the City.

Task 8.5: Final EIR

The Administrative Final EIR will be revised per City staff comments and compiled into a Final EIR prior to public hearings on the project and EIR.

Task 8.0 Deliverables: One (1) hard copy and three (3) copies on CD-ROM of the Administrative Final EIR for one round of City review and comment. Prepare for the City one (1) photo-ready set of originals. Preparation of draft Facts, Findings, and Statement of Overriding Considerations to be delivered to the City electronically in Microsoft Word format for use by legal counsel and finalization, one (1) photo-ready set of originals, 20 hard copy and 20 CD-ROM copies in Word format of the Final EIR.

Task 9.0: Meetings

Task 9.1: Progress Meetings

LSA will attend two (2) meetings with the City during the course of the preparation and finalization of the EIR, not including a community scoping meeting or public hearings (see Tasks 4.0, 8.2, and 8.3). LSA can also provide project updates via email as needed or requested in between progress meetings.

Task 9.2: Planning Commission

LSA will attend up to two (2) meetings or hearings of the Planning Commission to consider the EIR and action on the proposed project. If requested, LSA will make presentations explaining the content, findings, and determinations of the EIR, and will respond to relevant comments raised during public hearings. LSA will also prepare a memorandum summarizing any comments received after the close of the public review period but before the Commission hearings.

Task 9.3: City Council

LSA will attend up to two (2) meetings or hearings of the City Council to consider approval of the EIR and action on the proposed project. If requested, LSA will make presentations explaining the content, findings, and determinations of the EIR, and will respond to relevant comments raised during public hearings.

Task 9.0 Deliverables: Notes from progress meetings for project file, plus email updates as necessary or requested. Notes based on attendance at up to four (4) public hearings with the City Planning Commission and/or City Council on the EIR and appropriate action on the project.

Task 10.0: Notice of Determination

Upon adoption of the Final EIR, 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 pay appropriate filing fees with the County Clerk. It should be noted that failure to file the NOD within five 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 project proponent to pay any applicable CDFW filing fees. The NOD will be submitted to the City electronically.

Task 10.0 Deliverables: Preparation and submittal of one e-file of the NOD electronically to the City.

Task 11.0: Project Administration/Project Management

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

Task 11.0 Deliverables: Progress notes, schedule updates, etc. as LSA manages and coordinates the CEQA process for this project.

Summary of Deliverables

The following table summarizes the task outputs and products for ease of reference.

Task	Deliverables
1.0: Project Initiation	Attend a kickoff meeting and confirm the project objectives, scope of work and schedule, and a mutual understanding of the process and protocols that will be followed.
2.0: Technical Studies	A summary peer review memo of the various technical studies and any deficiencies that are needed to complete the CEQA analysis.
3.0: Notice of Preparation	A comprehensive project description and NOP in electronic format plus two hard copies for City review. 50 hard copies of the NOP for public distribution and transmittal to the State Clearinghouse, including mailing costs.
4.0: Public Scoping Meeting	Handout materials for the meeting and notes from the meeting for project file.
5.0: Administrative Draft EIR No. 1	One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#1 and 5 hard copies.
6.0: Administrative Draft EIR No. 2	One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#2 and 5 hard copies.
7.0: Draft EIR	Two hard copies of the Draft EIR plus one PDF and one Word version on CD-ROM of the DEIR, technical appendices, and NOA will be provided to the City for final review, then 20 CDs and 20 hard copies (comb bound) of the DEIR and 2 hard copies of the EIR appendices will be provided for public distribution.
8.0: Final EIR	One (1) hard copy and three (3) copies on CD-ROM of the Administrative Final EIR for one round of City review and comment. Prepare for the City one (1) photo-ready set of originals. Preparation of draft Facts, Findings, and Statement of Overriding Considerations to be delivered to the City electronically in Microsoft Word format for use by legal counsel and finalization, one (1) photo-ready set of originals, 20 hard copy and 20 CD-ROM copies in Word format of the Final EIR.
9.0 Meetings	Notes from progress meetings for project file, plus email updates as necessary or requested. Notes based on attendance at up to four (4) public hearings with the City Planning Commission and/or City Council on the EIR and appropriate action on the project.
10.0 Notice of Determination	Preparation and submittal of one e-file of the NOD electronically to the City.
11.0: Project Administration/ Management	Progress notes, schedule updates, etc. as LSA manages and coordinates the CEQA process for this project.

Note: All hard copies of documents will be printed double-sided and in color.

III. SCHEDULE

LSA anticipates the Draft EIR for this project can be completed in approximately **ten (10) months** assuming the technical studies are ready for review upon authorization to proceed. The following table provides estimated time frames for each task outlined in the scope of work, but these can be adjusted as necessary per discussion with the City and project proponent. If LSA is chosen to prepare the EIR a more detailed schedule in Microsoft Project will be provided to the City.

Task	Time	Schedule[1]
Authorization to Proceed	—	September 29, 2014
Task 1.0: Project Initiation		
1.1 Kick-off Meeting	1 day	October 1
1.2 Project Description	3 days	October 6
Task 2.0: Technical Studies[1]		
2.1 Peer-Review Studies	2 weeks	October 27
Task 3.0: Initial Study /NOP		
3.1 Notice of Preparation and Public Notices City Review Public Review Period (beginning and end)	1 week 2 weeks 30 days	October 13 October 27 November 3–December 3
Task 4.0: Public Scoping Meeting		
4.1 Meeting	1 day	Week of November 10
Task 5.0: Admin. Draft EIR No.1		
5.1 Env. Assessment	60 days	October 6–December 29
5.2 Admin DEIR No. 1 City staff review	2 weeks 3 weeks	January 12, 2015 February 2
Task 6.0: Admin. Draft EIR No. 2		
6.1 Revised Draft EIR City staff review	2 weeks 2 weeks	February 16 March 2
Task 7.0: Draft EIR		
7.1 Finalize Draft EIR and Public Notices City staff review Public Review Period (beginning and end)	1 week 2 weeks 45 days	March 9 March 23 March 30–May 14
Task 8.0: Final EIR		
8.1 Response to Comments	3 weeks	June 4
8.2 Mitigation Monitoring Plan	1 week	June 4
8.3 Admin Final EIR City staff review	1 week 3 weeks	June 11 July 2
8.4 Findings and SOC City staff review	1 week 2 weeks	June 18 July 2
8.5 Final EIR and Public Notices	1 week	July 9
Task 9.0: Meetings		
9.1 Progress Meetings	—	As Needed
9.2 Planning Commission Hearing	1 day	August 2015

Task	Time	Schedule[1]
9.3 City Council Hearing	1 day	Late August 2015
Task 10.0: Notice of Determination		
10.1 Notice of Determination	1 day	Late August 2015
Task 11.0: Project Admin/Management		
11.1 Project Management	Ongoing	Ongoing
TOTAL	**10 months**	**Late August 2015**

[1] Assumes technical studies are ready upon authorization to proceed although recommended studies may still be in process.

IV. COST ESTIMATE

LSA proposes to complete the tasks outlined in the Scope of Work for a **not-to-exceed amount** of **130,225.49** including reimbursables to prepare and process the EIR for the project (Tasks 1–11). The following table summarizes the costs for each task, while a copy of our hourly rates (Appendix A) and details of LSA staff assignments/hours. Note that the hourly rates shown in the attached detailed cost estimate is part of our cost quote and would be used for any extra work incurred that is not part of the proposed scope of work.

Task	Hours[1]	Cost ($)	Percent (%)
Task 1.0: Project Initiation			
Kick-off Meeting and Project Description	41	5,045	3.9
Task 2.0: Technical Studies[1]			
Peer Review Studies	72	6,530	5.0
Task 3.0: Notice of Preparation			
Notice of Preparation	13	1,290	1.0
Task 4.0: Public Scoping Meeting			
Meeting Attendance	6	750	0.6
Task 5.0: Admin. Draft EIR No.1			
Env. Assessment & ADEIR No. 1	395	54,531	41.9
Task 6.0: Admin Draft EIR No. 2			
Revised Draft EIR	114	13,840	10.6
Task 7.0: Draft EIR			
Finalize Draft EIR	73	8,325	6.4
Task 8.0: Final EIR			
RTC, MMRP, Admin FEIR, Findings, and SOC, and Final EIR	118	14,110	10.8
Task 9.0: Meetings [2]			
Progress Meetings, PC, and CC	36	6,660	5.1
Task 10.0: Project Certification			
Notice of Determination	5	574	0.4
Task 11.0: Project Admin/Management			
Project Management	32	5,420	4.2
Reimburseables[3]	---	13,150.49	10.1
TOTAL	**905**	**130,225.49**	**100%**

1 Breakdown of staff hours included in Appendix A
2 Costs per meeting are $597.
3 Includes mileage, postage, printing, etc.

NOTE: Prior to exceeding the approved budget, LSA shall seek and obtain written approval from the City before such costs are incurred.

Assumptions for Cost Estimate

The cost estimate is based on the specifications listed below.

- The cost estimate provides for one cycle of review of each Administrative Draft EIR No.1 & 2 by the City. Additional cycles of review can be accommodated through an augment to this scope and budget.
- This scope and cost estimate does not include the preparation or review of technical studies not specifically identified in the City's RFP. All technical studies will be provided at the commencement of the EIR work effort. LSA's scope of work and cost estimate does not include LSA reviewing for technical adequacy or any revisions to any other technical studies. It is anticipated that technical studies will be revised to fully incorporate any review comments identified by the City staff and will sufficiently provide the data necessary for use for CEQA analysis.
- Additional project team meetings and public hearings over and above those specified in this proposal can be attended by LSA staff as required. The cost of attending any such meeting shall be based on the Schedule of Fees in effect at the time of the meeting.
- The cost proposal is based on hourly labor rates and material cost markups for LSA provided in our scope and cost estimate. Any agreed-upon out-of-scope costs and additional work will be based on the Schedule of Fees effective at the time of additional work is requested.
- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by City needs and other circumstances. LSA will endeavor to perform the services and accomplish the objectives within the estimated costs and schedule; however, if the scope of work or schedule changes, LSA reserves the right to revise our scope of work and cost estimates accordingly.
- The City will provide LSA with copies of relevant documentation relating to the physical or other conditions concerning the project site within five working days after LSA has received authorization to proceed. It is assumed that LSA can use and rely on the information contained in these documents. While LSA will review these documents to determine if they are adequate to use in the CEQA process, we will not be responsible for the content or accuracy of these studies.
- LSA will assist the City in mailing the Notice of Availability to the public. LSA will work with the City to develop an appropriate mailing list. Although LSA will assist in preparing the text of the notices, it will be the responsibility of the City to comply with all filing and noticing requirements associated with the Notice of Availability, Notice of Determination, and payment of applicable fees to the County of Riverside.
- The City will provide detailed site plan maps, if available. The maps will show topography and boundaries at an appropriate scale for inclusion into the EIR.
- The cost estimate is valid for a period of 90 calendar days from the proposal due date. Beyond 90 days, LSA reserves the right to reevaluate the estimated costs and scope of work.
- The cost for issuing invoices in our standard format. Any requests for special invoicing requirements such as a change in format, inclusions of backup, or other requirements will be billed as an approved augment to the contract on a time-and-materials basis. Unless otherwise specified, LSA expects payment within 30 days of submitting invoices based on percent completion of tasks in progress, after approval by City staff.

VI KEY PERSONNEL

LSA proposes to use the individuals identified in its on-call Statement of Qualifications materials submitted previously with the exception of Ambarish Mukherjee (his résumé is provided in Appendix B). As of the date of project initiation, our project members will have the following availability:

- Principal in Charge: Lynn Calvert-Hayes, AICP (peer review geotechnical)
  Will be 50% available after September 1, 2014, through project completion.

- Project Manager: Kent Norton, AICP, REPA
  Will be 67% available after September 1, 2014, through project completion.

- Traffic: Ambarish Mukherjee, AICP, EIT (peer review)
  Will be 40% available after September 1, 2014, through project completion.

- Air Quality/Greenhouse Gases: Ron Brugger (peer review)
  Will be 25% available after September 1, 2014, through project completion.

- Noise: Tony Chung. Ph.D. (peer review)
  Will be 35% available after September 1, 2014, through project completion.

- Cultural Resources: Rory Goodwin (peer review)
  Will be 50% available after September 1, 2014, through project completion.

- Biological Resources: Maria Lum (peer review)
  Will be 40% available after September 1, 2014, through project completion.

- Water Quality: Nicole West (peer review Hydrology and Water Quality Management Plan)
  Will be 67% available after September 1, 2014, through project completion.

GROVE PARK MIXED USE
PROJECT EIR COSTS
LSA Associates, Inc.

Phases/Tasks | Hourly Rate -->	Principal In Charge	Associate/Senior Planner	Sr Envir Planner	Envir Planner	Assitant Envir Planner	Associate Trans Planner	Biologist (Principal)	Biologist (Associate)	Biologist (Associate)	Senior Biologist	Sr. Cult Res Mg	Sr. Cult Res Mg	Cult Res Mg	Principal (Air/Noise)	Sr Air Qu Specialist	Sr Noise Specialist	Sr Noise Specialist	Editing/Word Processing	GIS/Graphics	Office Assistant	Total Hours	Mileage (per mile)	Printing (average/pg.)	Certified Mailing (average/item)	CD-ROMs (each)	Overnight Delivery (average/item)	Total Direct Costs	Total Subconsultant	Total Cost
	$205	$175	$120	$110	$90	$140	$220	$115	$135	$115	$120	$100	$85	$205	$130	$130	$125	$105	$100	$75		$0.56	$0.33	$7.50	$5.00	$15.00			
1.0 Project Initiation																													
1.1 Project Kick-off	4	4		4	4													1		1	18	75					$42.00		$2,542.00
1.2 Project Description		4		4	8													2	4	1	23						$0.00		$2,545.00
2.0 Peer Review of Technical Studies																													
2.1 Air Quality														2	4			2			8		1				$0.33		$1,140.33
2.2 Biological Resources							1	3	5	2											11	200	1				$112.33		$1,582.33
2.3 Cultural Resources											2	2									4		1				$0.33		$440.33
2.4 Geology	3																				3		1				$0.33		$615.33
2.5 Greenhouse Gas Emissions Assessment														2	4	4					10		1				$0.33		$1,450.33
2.6 Hydrology and Drainage			8																		8		1				$0.33		$960.33
2.7 Noise																5	3				8		1				$0.33		$1,025.33
2.8 Traffic						8															8		1				$0.33		$1,120.33
2.9 Water Quality Management Plan			4	8																	12		1				$0.33		$1,360.33
3.0 NOP																					0								
3.1 NOP		1		2	6													1	1	2	13		150	50	2	5	$509.50		$1,799.50
4.0 Public Scoping Meeting		2		2	2																6	75	100				$75.00		$825.00
5.0 Administrative Draft EIR #1																													
Executive Summary	1	4		6	6													1		4	22						$0.00		$2,510.00
Introduction	1	2		4	4													1			12						$0.00		$1,460.00
Project Description	2	4		4	4													1	6		21						$0.00		$2,615.00
Assumptions and Methodology	1	1		4	1													1			8						$0.00		$1,015.00
Air Quality	2	6		4	8									3				1			24						$0.00		$3,340.00
Biologial Resources	2	8		4	8		4											1	2		29						$0.00		$4,155.00
Cultural Resources	2	6		4	6						4							1			23						$0.00		$3,025.00
Geology and Soils	2	6		4	6													1	2		21						$0.00		$2,745.00
Greenhouse Gas Emissions	2	5		4	6													1			18						$0.00		$2,370.00
Hydrology, Drainage and Water Quality	2	6		4	8													1	2		23						$0.00		$2,925.00
Land Use	2	5		4	5													1	2		19						$0.00		$2,480.00
Noise	2	6		4	6											3		1			22						$0.00		$2,935.00
Population and Housing	1	3		4	4													1			13						$0.00		$1,635.00
Public Services	2	4		4	6													1			17						$0.00		$2,195.00
Recreation	1	2		4	4													1			12						$0.00		$1,460.00
Traffic	2	8		4	8	4												1	2		29						$0.00		$3,835.00
Utilities	2	6		4	4													1			17						$0.00		$2,365.00
Other CEQA Topics	1	8		4	6													1			20						$0.00		$2,690.00
Alterantives	2	14		4	14													1	2		37						$0.00		$4,865.00
References & Acronyms		1		2	4													1			8		2,000		5	1	$700.00		$1,560.00
6.0 ADEIR #2	12	24		2	36													24		16	114		2,000		5	1	$700.00		$14,540.00
7.0 Draft EIR	5	12		2	30													16		8	73		15,000	25	20	10	$5,387.50		$13,712.50
8.0 Final EIR																													
8.1 Response to Comments	2	8		6	30	4	2				2			2				4	4	10	74						$0.00		$8,390.00
8.2 Mitigation Monitoring Plan	1	2		2	4																9						$0.00		$1,135.00
8.3 Administrative Final EIR	1	2		4	4																11		5,000		5	1	$1,690.00		$3,045.00
8.4 Findings and SOC	2	2		2	12																18						$0.00		$2,060.00
8.5 Final EIR	4	2																			6		10,000		20	1	$3,415.00		$4,585.00
9.0 Meetings																													
9.1 Team Meetings	4	8																			12	300					$168		$2,388.00
9.2 Planning Commission Hearing	4	8																			12	300					$168		$2,388.00
9.3 City Council Hearing	4	8																			12	300					$168		$2,388.00
10.0 Project Certification (NOD)		1		2	2																5	20	4				$13		$587.52
11.0 Project Administration/Project Managemen	4	24		2	2																32						$0		$5,420.00
TOTAL HOURS	82	217	12	122	258	16	7	3	5	2	8	2	0	9	8	12	3	70	27	42	905								
TOTAL COST	$16,810	$37,975	$1,440	$13,420	$23,220	$2,240	$1,540	$345	$675	$230	$960	$200	$0	$1,845	$1,040	$1,560	$375	$7,350	$2,700	$3,150							$13,150.49	$0.00	$130,225.49
LSA LABOR																													$117,075.00
LSA DIRECT COSTS																													$13,150.49
SUBCONSULTANTS																													$0.00
TOTAL BUDGET ESTIMATE **																													**$130,225.49**

Note** LSA reserves the right to move money between tasks in the budget. The Total Budget estimate is a Not to Exceed Budget.

Reimburseables are a best guess and will be billed on the actual cost to LSA.

CONFIDENTIAL

APPENDIX B

RÉSUMÉ

AMBARISH MUKHERJEE, AICP, EIT

ASSOCIATE/SENIOR TRANSPORTATION PLANNER

EXPERTISE

Traffic Impact Studies

Pedestrian & Bicycle Planning

Transit Routing

Goods Movement

Transportation Funds & Grants Management

GIS Analysis

Statistical & Analytical Research.

Land Use and Transportation Modeling

Advanced Data Analysis

Intelligent Transportation Systems

EDUCATION

University of Texas at Arlington, Texas. Master of City and Regional Planning with concentration in Transportation and Land Use Planning, and GIS. 2003–2005.

- Recipient of the prestigious Graduate Dean's Fellowship for the entire period of study.
- Graduate Certificate in Geographic Information System.

PROFESSIONAL RESPONSIBILITIES

As an Associate and Senior Transportation Planner at LSA's Riverside office, Mr. Mukherjee conducts traffic studies and Traffic Impact Analyses (TIAs) for a wide variety of large and small projects including residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans.

PROJECT EXPERIENCE

Residential Projects

Desert Rose Townhomes
City of Desert Hot Springs, Riverside County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of the Desert Rose Townhomes, in the City of Desert Hot Springs in Riverside County. The project consisted of 194 dwelling units located on the northwest corner of Verbena Drive and Climbing Rose Way and the TIA included the analysis of seven intersections and project driveways.

Tentative Tract Map 17230
City of Adelanto, San Bernardino County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of Tentative Tract 17230 in the City of Adelanto. The project was located on the east side of Koala Road, south of Seneca Road and included the development of 261 single-family houses on approximately 67 acres. The TIA included the analysis of 11 intersections and project driveways.

Mixed-Use Projects

Citrus Industrial District
City of Upland, San Bernardino County, California
Mr. Mukherjee coordinated in the preparation of the TIA to assess the potential circulation impacts associated with the proposed development of the Citrus Industrial District mixed-use project located on the north side of Eighth Street, east of Euclid Avenue, and west of Campus Avenue. It consisted of 732 residential condominiums and 29,000 square feet of commercial space to be built in two phases. The TIA included the analysis of 14 intersections.

Rancho Workforce Housing
City of Rancho Cucamonga, San Bernardino County, California
Mr. Mukherjee conducted the traffic study to assess the potential circulation impacts associated with the proposed development of the

EDUCATION (CONTINUED)

Indian Institute of Technology, Kharagpur, India. Bachelor of Architecture (Honors). 1998–2003.

Continuing Education

Dowling Associates, Inc., Oakland: Traffix Software Training, December 2007.

University of California Extension, Berkeley, Basic SYNCHRO and SimTraffic: Tools for Traffic Signal Timing, September 2007.

University of California Extension, Berkeley, Fundamentals of Signal Timing and Operations, March 2007.

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners (AICP): Membership Number 023158

American Planning Association (APA)

Institute of Transportation Engineers (ITE)

Engineer-in-Training (California)

PROFESSIONAL EXPERIENCE

Associate. LSA Associates, Inc., Riverside. California. 2006–present.

Service Planner I. Fort Worth Transportation Authority, Fort Worth, Texas. 2005.

Graduate Research Assistant. School of Urban and Public Affairs, University of Texas at Arlington. 2003–2004.

PROJECT EXPERIENCE (CONTINUED)

Rancho Workforce Housing mixed-use project. The western part of the project consisted of 16,000 square feet of retail space, a 5,000-square foot restaurant, and 25,000 square feet of office space, located on the northeast corner of Hermosa Avenue and Foothill Boulevard. The eastern part of the project consisted of 166 apartment units and will be located on the northwest corner of Center Street and Foothill Boulevard. The TIA included the analysis of 12 intersections.

Commercial/Office Projects

Perris Marketplace
City of Perris, Riverside County, California
Mr. Mukherjee conducted the traffic study to evaluate the potential traffic impacts associated with the proposed development of an approximately 520,000-square foot retail center, which included a Wal-Mart Supercenter, in the City of Perris in Riverside County. The project site was located north of Nuevo Road and west of Perris Boulevard (north of the existing Perris Plaza). The TIA included the analysis of 20 intersections and project driveways.

Adelanto Towne Center
City of Adelanto, San Bernardino County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of Adelanto Towne Center. The project consisted of approximately 606,000 square feet of retail uses, which included a 183,600-square foot Target store on a site located on the southwest corner of the intersection of U.S. Highway 395 and Mojave Drive. The project was proposed to be completed in two phases and the TIA included the analysis of 46 intersections.

Redlands Office Building
City of Redlands, San Bernardino County, California
Mr. Mukherjee prepared this traffic study to assess the potential circulation impacts associated with a proposed office building in the City of Redlands. The proposed building was approximately 8,000 square feet in area and located on the north side of Plum Lane.

Circulation Analysis/Roadway Improvement

Needles Highway
San Bernardino County, California
Mr. Mukherjee conducted the traffic analysis performed to assess the impacts on traffic conditions of proposed improvements on Needles

PROFESSIONAL EXPERIENCE (CONTINUED)

Architecture Intern. Raj Rewal and Associates, New Delhi, India. 2002.

PROJECT EXPERIENCE (CONTINUED)

Highway. The project is located along Needles Highway, between Interstate 40 and the California-Nevada State line.

Altman Office Building Circulation Analysis
Cathedral City, Riverside County, California
Mr. Mukherjee evaluated site access and ingress/egress issues related to the proposed construction of a 6,414-square foot office building located at the northwest corner of Cathedral Canyon Drive and Dinah Shore Drive.

Specific Plans/General Plans

Butterfield Specific Plan
City of Banning, Riverside County, California
Mr. Mukherjee prepared the initial study and constraints analysis, which included the analysis of three design alternatives and three roadway network alternatives. The final TIA included the analysis of 50 intersections and project driveways. An analysis of freeway mainline levels of service was included in the TIA.

Loma Linda General Plan
City of Loma Linda, San Bernardino County, California
Mr. Mukherjee completed the Traffic Impact Analysis and the Circulation Element for the General Plan for the City of Loma Linda. The primary objective of the analysis was to define a circulation system that supports the development anticipated in the Land Use Element and other elements of the amended General Plan while also complying with the provisions outlined in Measure V, a voter-approved initiative laying stricter limitations on development projects vis-à-vis implementation of transportation mitigations.

Schools

Todd Elementary School, Corona-Norco Unified School District
Riverside County, California
Mr. Mukherjee conducted traffic analyses for the Todd Elementary School located along Mayhew Canyon Road in the unincorporated Sycamore Creek area of Riverside County. The analyses included special attention to pedestrian and student circulation.

Interchange/Freeway Improvements

Interstate-15/Railroad Canyon Road Interchange
City of Lake Elsinore, Riverside County, California
Mr. Mukherjee prepared the Volume Development Methodology report for future improvements at the interchange of Railroad Canyon Road in

PROJECT EXPERIENCE (CONTINUED)

the City of Lake Elsinore. The volume development was done for three design alternatives.

Parking Structures

Ambulatory Services Parking Structure
City of Loma Linda, San Bernardino County, California
LSA prepared the traffic impact analysis for the Ambulatory Services Parking Structure. The proposed parking structure is a six-level parking structure to serve the proposed Ambulatory Care Center and other uses. The proposed parking structure will be located at 11234 Anderson Street between Taylor Street and Prospect Avenue. The project included the removal of four structures currently on site and reconfiguration of a portion of the existing parking area to accommodate the proposed structures.

West Hall Parking Structure
City of Loma Linda, San Bernardino County, California
LSA prepared the traffic impact analysis for the West Hall Parking Structure. This parking structure will provide 650–750 parking stalls and will be located on west side of Campus Street between Prospect Avenue and San Juan Drive. The structure will be used by the Loma Linda University Medical Center employees and staff with a certain amount of parking allocated for physicians, patients, and nursing school instructional faculty use.

ADDITIONAL EXPERIENCE

- Designed the Purpose and Need Statement for FWTA Northeast/Southwest Alternative Alignment: Analysis for Possible Transit Solutions.
- Planning Analysis for Route 7 Transit Signal Priority Project. In charge of joint project involving the City of Fort Worth Public Safety Department and 3M and Associates.
- Planning Analysis for Enhanced Bus Corridor Development—East Lancaster Pilot Project.
- Conceptual design and analysis for a proposed Transit Plaza and Transit-Oriented Development for SE Fort Worth as part of Sustainable Development Grant from the North Central Texas Council of Government.
- Location Analysis for determining a Park and Ride for a new Express Service to North Fort Worth.
- Planning Analysis for Title VI Assessment, to be used for the Tarrant County section of the Trinity Railway Express.
- Digitization of parcels, buildings, roads, alleys and pedestrian trails for the City of Rowlett, Texas using AutoCAD Map 2004 and ArcGIS 8.2.
- Prepared a Comprehensive plan for the City of Oakridge North, located north of the City of Houston.
- Redesigned and revitalization of the Bexar Street Corridor in Dallas.
- Prepared proposals for TXDOT, HUD, and COPC research projects, which included extensive literature review, analysis, and writing of the proposals.

EXHIBIT “3”

Tri-Party Contract for Consultant Services

Consultant Services Agreement between the Consultant and the City

CONSULTANT SERVICES AGREEMENT

by and between

THE CITY OF WILDOMAR,
a California general law city

and

LSA ASSOCIATES, INC.

AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND LSA ASSOCIATES, INC.

This Agreement for Consultant Services ("Agreement") is entered into as of this _____ day of _____, 2014 by and between the City of Wildomar, a California general law city ("City") and LSA Associates, Inc., a California Corporation, authorized to do business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Wildomar's Municipal Code, City has authority to enter into this Consultant Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the scope of services set forth in Exhibit "A" "Scope of Services" shall be completed pursuant to the proposed schedule specified in said "Scope of Services". Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services" and made a part of this Agreement.

ADDITIONAL SERVICES.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" "Scope of Services," unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "A" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed $130,225.49, unless additional compensation is approved in writing by the City Council or City Manager.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty days (30) days of receipt of Consultant's correct and undisputed invoice.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud.

Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

CONSULTANT'S BOOKS AND RECORDS.

Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or

termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

STATUS OF CONSULTANT.

Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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 elected or appointed boards, officers, officials, employees or agents of City, 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 Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

PREVAILING WAGE LAWS

It is the understanding of City and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, “construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Consultant shall use E-Verify as the electronic verification system to verify the employment eligibility of all of Consultant’s existing and new employees. E-Verify shall mean the internet based system operated by the Department of Homeland Security which allows an employer to determine the eligibility of an employee to work in the United States by using information reported on an employee’s Employment Eligibility Verification Form (I-9 Form). Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

CONFLICTS OF INTEREST.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with

the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

Consultant shall promptly notify City should Consultant , its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to

review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

INDEMNIFICATION.

Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section. In the event of any claim or demand made against City, its employees, officials or agents, the City may at its sole discretion reserve, retain and/or apply any monies due to Consultant under the Contract, for the purpose of resolving such claims; except that the City may release such funds if Consultant gives City reasonable assurance that City's interests will be protected. City shall, in its sole discretion, determine whether such assurance is reasonable. Claims against City, its employees, officials or agents by any employee of Consultant, its subcontractors, contractors, employees, servants or agents shall not in any way limit Consultant's indemnification obligation as set forth in this Section, including they amount and/or type of damages, compensation, and/or benefits payable by or for Consultant, its subcontractors, contractors, employees,

servants or agents under workers' compensation act, disability benefit acts, and/or other employee benefit acts and/or insurances. Nothing in this Agreement is intended to or shall have the effect of creating any rights in any third party against City, its agents, officials or employees.

Limitation of Indemnification. Notwithstanding any provision of this Section 16 [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide City with copies of required policies upon request.

ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the

services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

TERMINATION OF AGREEMENT.

City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term

and price of this Agreement shall be equitably adjusted for any delays due to such causes.

COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" "Scope of Services," shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Wildomar Attn: Gary Nordquist, City Manager 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595
To Consultant:	Mr. Les Card, CEO LSA Associates, Inc. 1500 Iowa Avenue, Suite 200 Riverside, CA 92507

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that

this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

WAIVER.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" and “B”, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY OF WILDOMAR

By:_____
Gary Nordquist, City Manager

ATTEST:

_____
Debbie A. Lee
City Clerk

APPROVED AS TO FORM

By:_____
Thomas D. Jex
City Attorney

LSA ASSOCIATES, INC.

By: _____
Les Card, CEO, LSA Associates, Inc.

<u>NOTE:</u> CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES/PROPOSAL/COMPENSATION

AMENDMENT

The Scope of Services, including services, work products, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

PROPOSAL FOR

ENVIRONMENTAL IMPACT REPORT
GROVE PARK MIXED USE PROJECT
(PA 14-0069)

CITY OF WILDOMAR

RIVERSIDE COUNTY, CALIFORNIA

LSA

July 30, 2014

PROPOSAL FOR

ENVIRONMENTAL IMPACT REPORT
GROVE PARK MIXED USE PROJECT
(PA 14-0069)

CITY OF WILDOMAR

RIVERSIDE COUNTY, CALIFORNIA

Prepared for:

City of Wildomar
Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595
mbassi@cityofwildomar.org

Prepared by:

LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310

LSA Proposal No. ZZZ4044D1

LSA

July 30, 2014

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July 30, 2014

City of Wildomar, Planning Department
Attn: Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

Subject: Proposal to Prepare an Environmental Impact Report for the Grove Park Mixed Use Project, Planning Application No. 14-0069 in the City of Wildomar (LSA Proposal No. ZZZ4044D1)

Dear Mr. Bassi:

LSA Associates, Inc. (LSA) is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) for the Grove Park Mixed Use Project in the City of Wildomar (City). We understand the City wishes to retain a qualified environmental consultant to assist with this work. It is clear from the City's Request for Proposal (RFP) dated July 1, 2014, that there is a desire to ensure the documents and process will comply with the California Environmental Quality Act (CEQA). LSA has over 38 years of corporate experience with CEQA compliance documents for both public and private clients, including mixed use projects on major arterial roadways.

LSA can start immediately and have a Screencheck Draft EIR ready for City staff review within four months of authorization to proceed. LSA will utilize information from recent environmental documents prepared within the City to minimize cost and delay on this project.

LSA has all the in-house staff and resources necessary to successfully complete this project (i.e., we will not be using any subconsultants). **Kent Norton, AICP**, one of our senior project managers with 36 years of CEQA compliance experience, will be the manager of this project as well. All of the professionals presented in our key personnel section will be available for work if we are selected for this project.

We look forward to working with the City on this project. Please contact Kent Norton (kent.norton@lsa-assoc.com) or me (lynn.hayes@lsa-assoc.com) at (951) 781-9310 if you have any questions concerning the proposal. As requested in the City's RFP, we hereby state that during the performance of this work (if awarded), *LSA will not engage in any other professional relationship or representation that would create a conflict of interest with regard to environmental services for the City.*

Sincerely,

LSA ASSOCIATES, INC.

Lynn Calvert-Hayes

Lynn Calvert-Hayes, AICP
Principal

LSA Associates, Inc.
1500 Iowa Avenue, Suite 500
Riverside, California 92507

I INTRODUCTION AND PROJECT UNDERSTANDING

LSA Associates, Inc. (LSA) is pleased to present this proposal to the City of Wildomar (City) to peer-review technical studies and prepare an Environmental Impact Report (EIR) for the Grove Park Mixed Use Project. LSA understands this mixed (horizontal) project on 19.3 acres includes 50,000 square feet of commercial/retail uses and a 162-unit multifamily apartment complex. According to the preliminary site plan of development prepared by KTGY Group, Inc. the apartments will include 48 one-bedroom units, 90 two-bedroom units, and 24 three-bedroom units on approximately 10.3 acres. The apartments will be contained in multiple three-story buildings and the complex will also contain a leasing and recreational building. The commercial/retail area consists of 4 buildings (a two-story 30,000-square foot office building, two 6,000-square foot retail/commercial pads, and an 8,000-square foot retail building and associated parking). The commercial/retail site also includes a 1.8-acre park and 1.3 acres of preserved oak grove. The property is bounded by Clinton Keith Road on the north and Yamas Drive (proposed) on the east. The site is currently vacant.

The project entitlements include the following:

- General Plan Amendment for 10.3 acres of the 19.3-acre site (northerly one-half) from Business Park to Commercial Retail (CR) to accommodate the proposed commercial/retail uses.
- A change of zone for 10.3 acres of the 19.3-acre site (northerly one-half) from Rural Residential (R-R) to Scenic Highway Commercial Zone (C-P-S) to accommodate the proposed commercial/ retail uses.
- A Tentative Tract Map (TTM 36674) to subdivide the 19.3-acre project site into two lots:
    - Multifamily development portion: The area consists of one (1) lot to accommodate the 162-unit apartment complex.
    - Commercial/Retail development portion: This subarea consists of one (1) lot to accommodate the commercial/retail development.
- A Plot Plan for the 19.3-acre project site to consist of the following:
    - Multifamily development portion: The area consists of a 162-unit apartment complex and related site development improvements.
    - Commercial/Retail development portion: This area includes 50,000 square feet of commercial/retail and related site development improvements.

For brevity, we will not repeat all the project information provided in the City's RFP issued on July 1, 2014, but rather focus on the information and issues that are most important in preparing a proposal that is responsive to the City's RFP. As indicated in the RFP, LSA proposes to peer-review technical studies in support of the EIR document and process and prepare the project EIR. LSA will prepare the EIR to comply with the requirements of the California Environmental Quality Act (CEQA).

LSA is a full-service environmental consulting firm with 38 years of experience in preparing and successfully processing documents to comply with CEQA. While we pride ourselves on our technical document preparation skills, we believe that the most important aspect of our overall service is our project management skills. On a daily basis, this translates into tracking and expediting documents through the steps necessary to successfully meet CEQA requirements in a timely manner.

LSA has extensive experience preparing detailed and comprehensive environmental documents for public and private projects, including small and mid-sized mixed use land development activities.

LSA has technical in-house expertise in several areas applicable to this project, including traffic, air quality, noise, greenhouse gases, cultural resources, and biology; therefore, we will not need to add any subconsultants to our team. We have selected the following team members to peer-review the technical studies and prepare the EIR for this project:

- Principal in Charge: Lynn Calvert-Hayes, AICP (peer review geotechnical);
- Project Manager: Kent Norton, AICP, REPA;
- Traffic: Ambarish Mukherjee, AICP (peer review);
- Air Quality/Greenhouse Gases: Ron Brugger (peer review);
- Noise: Tony Chung. Ph.D. (peer review);
- Cultural Resources: Rory Goodwin (peer review);
- Biological Resources: Maria Lum (peer review); and
- Hydrology and Water Quality: Nicole West (peer review).

As stated previously the property is currently vacant. Property to the south is occupied by an apartment complex. The proposed project site is in close proximity to the I-15 Freeway to the west. The site is proximate to several rural residents, so conversion of land use may represent a **general controversy** regarding this site. Local residents will naturally be concerned about loss of open space, change in views, traffic, noise, air quality impacts, and effects on wildlife and habitats associated with the project. LSA understands local residents may also be concerned about the overall development and its effect on their property values and quality of life.

We encourage the City to fully involve the developer to inform the public about the project as the CEQA process begins by holding a neighborhood meeting. Even with accurate project information, it is possible this project will be of concern to nearby residents, so LSA plans to conduct a scoping meeting using **"constructive disagreement"** techniques that will help obtain useful information even if the meeting is adversarial. Some agencies may also object to certain aspects of the proposed development (e.g., California Department of Fish and Wildlife).

A number of regulatory agencies will be concerned about **biological resources** on the site and in the surrounding area, and LSA has a number of biologists in house who will work with our environmental staff to provide a thorough evaluation of the many biological issues, including sensitive species and the oak grove on the site. We understand the oak grove will be preserved on site.

Although the site is proximate to the I-15 Freeway and has direct access off Clinton Keith Road and the proposed extension of Yamas Drive, **traffic** will be an important local concern. Per the City's RFP, LSA will peer-review the traffic impact assessment to ensure the potential number of trips generated is accurate and a quantitative analysis of the impacts on local traffic has been provided to identify any conflicts with existing roads, driveways, or vehicular movement immediately around the project site (i.e., local circulation and emergency access).

LSA will peer review the air quality study to ensure the potential impacts of the project on the adjacent residential area in terms of **air pollutant emissions** using the methodologies recommended

by the SCAQMD has been provided. Finally, current CEQA documents must contain a detailed assessment of **greenhouse gas emissions** and their potential influence related to global climate change. LSA has an in-house air quality group that stays on the cutting edge of the methodologies to evaluate these impacts effectively will peer review the greenhouse gas emission study. Short-term construction-related emissions may also be of concern to residents. Along with traffic, **noise** generated by construction and new vehicular sources will be of concern to local residents, especially those closest to the project south of the project site. LSA has in-house personnel who can effectively evaluate the potential noise impacts of project construction and traffic on these local streets.

The proposed project contains drainage features under the jurisdiction of the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB). According to the biological assessment prepared for the project by PCR, the USACE is currently evaluating the man-made isolated nature of the on-site isolated drainage features by way of a Jurisdictional Determination to determine if they concur with PCR's assessment. However, CDFW and the RWQCB reserve the right to regulate these features as isolated "waters of the State." The EIR will need to evaluate the impacts of the proposed project on these drainage features and provide mitigation where required per CEQA.

LSA and its team for this project have the experience necessary to successfully complete a **legally defensible** EIR for this project, while meeting the procedural needs of the CEQA process and effectively involving the public, public agencies, and special interest groups in the process.

Note: *the following scope of work includes all the items requested in the City's RFP, but we have organized them in chronological order to be more easily followed.*

II. SCOPE OF WORK

Task 1.0: Project Initiation

Task 1.1: Project Kick-off Meeting

A project kick-off meeting will be held to ensure an orderly flow of project efforts. The meeting will be held with City staff, the project applicant, and other City team members as appropriate to:

- Establish a mutual understanding of the CEQA program objectives and key issues, explore community concerns regarding the proposed project, and discuss the 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 CEQA program;
- Refine the scope of work to be performed including related technical studies;
- Define protocols for requesting information of City staff and City team members;
- Refine the project schedule, establish protocols for product review and coordination with the City, and define project milestones and decision points;
- Obtain relevant plans, reports, ordinances, and studies applicable to the project;
- Obtain the City's mailing list for environmental documents; and
- Conduct a site visit with City staff and the applicant to see existing area conditions.

Prior to the kick-off meeting, LSA will identify its document and information needs to assist the City and the City team members in accumulating the background information necessary to initiate the program. These needs may include the following:

- Environmentally-related investigations of the site; and
- Reproducible or electronic copies of the site development plan or topographic map with property boundaries will be required prior to the start of our field investigation.

Task 1.2: Project Description

LSA will collaborate with the City, project applicant, and the City/project team members in defining the project description. LSA will draft a comprehensive project description based on the most recent information provided by City in addition to the project information provided by the applicant and its engineer or other team members. The project description will provide a detailed narrative of the proposed project, operational characteristics, and geographical setting as required by CEQA.

Additionally, LSA will visit the project site to establish an understanding of existing site conditions, the physical setting of the proposed project site, and the relationship between the project site and adjacent land uses.

Task 1.0 Deliverables: Attend a kickoff meeting and confirm the project objectives, scope of work and schedule, and a mutual understanding of the process and protocols that will be followed.

Task 2.0: Technical Studies

Task 2.1: Peer-Review of Existing Technical Studies

LSA will review the following technical studies that have already been or are being prepared for the project site:

- 2.1. Air Quality Impact Analysis (Urban Crossroads June 6, 2014).
- 2.2. Biological Resources Assessment and Western Riverside County MSHCP Consistency Analysis (PCR November 2013).
- 2.3. Cultural Resources Assessment (Dave Brunzell/BCR Consulting May 19, 2014).
- 2.4. Preliminary Geotechnical and Fault Rupture Hazard Investigation (GeoCon West, Inc. March 24, 2014).
- 2.5. Greenhouse Gas Analysis (Urban Crossroads June 6, 2014).
- 2.6. Preliminary Hydrology and Hydraulics Study for Clinton Keith Village (JLC Engineering, June 16, 2014).
- 2.7. Noise Impact Analysis (Urban Crossroads May 29, 2014).
- 2.8. Traffic Impact Assessment (Urban Crossroads June 10, 2014 [Revised]).
- 2.9. Preliminary Water Quality Management Plan (JLC Engineering, June 16, 2014).

LSA will peer-review the studies to determine if they contain sufficient information for the purposes of CEQA compliance and, if not, what additional information is needed.

Task 2.1 Deliverables: A summary memo of the various technical studies and any deficiencies that are needed to complete the CEQA analysis.

Identify Needed Technical Studies

Based on the City's RFP and the anticipated scope of work, LSA has identified the following technical studies that would be helpful to support the analysis in the EIR document and the applicant may have the study available if they purchased the property already:

- Phase I Assessment (Hazardous Materials).

Task 3.0: Notice of Preparation

If a lead agency has already determined that an EIR needs to be prepared for a particular project, State CEQA Guidelines Section 15060(d) allows it to dispense with the preparation of an Initial Study and move directly into preparing the EIR. To expedite the CEQA process for this project, LSA recommends the City **not** prepare an Initial Study but rather move right into EIR preparation. LSA will prepare the Notice of Preparation (NOP) to notify the State Clearinghouse, the general public, and local agencies that the City is preparing an EIR for this project.

Task 3.0 Deliverables: A comprehensive project description and NOP in electronic format plus two hard copies. 50 hard copies of the NOP for public distribution and transmittal to the State Clearinghouse, including mailing costs.

Task 4.0: Public Scoping Meeting

LSA will coordinate a public scoping meeting with City staff. The meeting will provide the public the opportunity to obtain project-related information, to express its concerns regarding potential environmental impacts of the proposed project, and to learn about the environmental process. LSA will solicit public input relative to the proposed project, explain the EIR process, and respond to questions related to the preparation and processing of the environmental document for the proposed development. The meeting will be targeted to local businesses, civic groups, the general public, responsible agencies, and local conservation groups.

The City will be required to schedule the time and location of the scoping meeting as well as to secure appropriate venue for the meeting, and notice the meeting in the local newspaper. It is anticipated that the date, place, and time for the scoping meeting will be included in the NOP, and the meeting will be scheduled during the 30-day NOP review period.

LSA will discuss with the City a wide range of options regarding public input and participation with pros and cons for each approach. LSA will also discuss ways to handle and present information with and to the public, including meetings and/or the City's website. LSA will conduct the meeting and take notes of all comments made at the meeting for use in the DEIR preparation and inclusion in the DEIR appendices.

Task 4.0 Deliverables: Handout materials for the meeting and notes from the meeting for the project file.

Task 5.0: Administrative Draft Environmental Impact Report No. 1 (ADEIR#1)

Task 5.1: Environmental Assessment

LSA will assemble all pertinent data provided by and/or commissioned by the project proponent and other sources. 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.

An assessment of the following environmental issues will be conducted as they relate to the proposed project, applicable City standards, and/or the standards of State and Federal entities.

- Land Use and Planning
- Population and Housing
- Agriculture and Mineral Resources
- Hydrology and Water Quality
- Transportation and Circulation
- Biological Resources
- Aesthetics
- Utilities and Service Systems
- Air Quality
- Public Services
- Geologic and Soil Constraints
- Recreation
- Hazards and Hazardous Materials
- Noise
- Greenhouse Gases and Climate Change

Environmental Issues/Impacts. A number of potential impacts are expected to be less than significant (e.g., mineral resources, aesthetics, and agriculture), but the EIR will focus on several key issues related to the location and type of project. It will be important to verify that local constraints such as faulting or flooding will not adversely affect the proposed mixed use project.

LSA will conduct a thorough assessment of sensitive vegetation and wildlife to ensure there will be no significant impacts from development. Air quality, dust, greenhouse gases, and noise will be assessed especially for construction-related impacts.

LSA will prepare a comprehensive Administrative Draft EIR (ADEIR) using the City's latest format and direction consistent with CEQA. The ADEIR will address the key environmental issues as they relate to the proposed project, applicable City standards, and/or the standards of State and Federal entities.

Key EIR Issues. While all of these issues will be addressed to an appropriate level of detail, special attention will be given to potential impacts related to drainage and biological resources as well as to traffic, air quality, and noise impacts on local residences.

- **Grading/Geology.** LSA will carefully review the proposed grading in light of regional faults and our review of the existing geotechnical report.
- **Biological Resources.** The site contains oak trees that represent important biological resources, as well as potential habitat for sensitive species listed by State and Federal agencies. Even species that are not listed but considered sensitive or important will be considered during the analysis of vegetation and related animal species. LSA will summarize the biological report and MSHCP consistency analysis and evaluate potential direct and indirect impacts of the proposed development on these resources.
- **Hydrology/Water Quality.** Resource agencies will be concerned about drainage and water quality impacts to drainage under the jurisdiction of the San Diego Regional Water Quality Control Board. LSA will use the project hydrology and water quality reports as a guide to evaluate potential water-related impacts.
- **Traffic/Noise.** Using the project traffic study, LSA will evaluate potential traffic and circulation impacts of the project on surrounding roadways and intersections. LSA will also evaluate any localized access issues that may be raised at the scoping meeting by local residents that may not be addressed in the project traffic study. Based on the project traffic and noise studies, LSA will evaluate potential impacts on local residents/residences from construction and project-related traffic.
- **Air Quality.** Local residents may be concerned about dust during grading, and LSA will also evaluate the full spectrum of potential air pollutant issues related to the proposed development, including greenhouse gases, and recommend appropriate mitigation.

Task 5.2: Administrative Draft EIR No. 1

LSA will examine all issues 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 will be created by the proposed project based on established thresholds of significance. In addition, a discussion of implementable mitigation measures that can be monitored effectively during development and operations of the proposed project will be included for each issue.

In addition to these issues, the following CEQA-mandated topics will be addressed:

- Any significant irreversible environmental changes that would be involved in the proposed action should it be implemented;

- Unavoidable adverse impacts;
- Cumulative impacts of the proposed project;
- Consistency of the proposed project with Regional Plans;
- Potential growth-inducing aspects of the project; and
- Identification of potential alternatives to the proposed project. Up to three alternatives, in addition to the "No Project–No Build" alternative, will be evaluated. The scope of the alternatives will be developed in consultation with the City. The evaluation of alternatives will provide a comparative analysis of alternatives to the proposed project.

The ADEIR will incorporate relevant data from City planning and environmental documents, site-specific technical studies, applicant-provided materials, and publically available data. The EIR will address relevant comments received during the NOP period and public scoping meeting. These work efforts will be compiled into an ADEIR, along with analysis of topical issues required by CEQA, Executive Summary, Introduction, Project Description, and Alternatives.

The EIR will identify any impact that cannot be reduced to a less than significant level. LSA will prepare the ADEIR#1 for review by the City. The City will combine its comments into a single document, providing specific and non-contradictory comments. LSA will revise the document as necessary to address City comments. This scope and cost estimate anticipates one (1) round of City review of the ADEIR#1. Additional rounds of review of the ADEIR by the City and City Project team members can be conducted under an augment to LSA's cost estimate.

During preparation of the ADEIR#1, LSA will discuss any potentially significant impacts with City staff and identify any modifications to the project characteristics or alternatives that could reduce potential impacts to less than significant levels. This assessment will be based on the many years of experience our project manager has in evaluating projects and developing mitigation measures. This work will occur prior to completing the ADEIR#1 document so the City and project applicant can assess the progress of the CEQA process.

Task 5.0 Deliverables: One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#1 and 5 hard copies.

Task 6.0: Administrative Draft EIR No. 2 (ADEIR#2)

Upon receipt of a consolidated and non-contradictory set of comments from City staff on ADEIR#1, LSA will revise the document as appropriate. After any required revisions have been incorporated into the document, LSA will prepare the Draft EIR for public review. This scope and budget assumes one (1) round of review and revision by the City. Additional rounds of review may be conducted under an augment to this scope and budget.

Task 6.0 Deliverables: One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#2 and five hard copies.

Task 7.0: Draft EIR

Task 7.1: Prepare DEIR for Public Review

Upon receipt of a consolidated and non-contradictory set of comments from City staff on the ADEIR#2 (Task 6.0), LSA will prepare a "Public Review Draft EIR" document as appropriate. LSA will be responsible for the duplication and distribution of the EIR, as well for providing notice of the availability of the EIR in local newspaper(s), and for filing the necessary notices with the Riverside County Clerk.

Important Note. *To expedite the schedule, LSA proposes to meet with City staff to review document corrections in real time to limit changes to one review cycle. This procedure worked well on a recent LSA project in the City of San Gabriel and cut 4 weeks off the typical review/revision time.*

Task 7.2: Notice of Completion

LSA will prepare the Notice of Completion (NOC) to accompany the required copies of 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 in the manner required under CEQA and/or other applicable regulations. LSA will utilize the most recent distribution list compiled and provided by the City.

Task 7.3: Circulate DEIR for Public Review

The Draft EIR will be distributed to agencies and the public within one week of receiving approval of the DEIR (see Task 7.1) by the City. The technical appendices to the Draft EIR will be provided on CD-ROM as PDF files along with the hard copies of the Draft EIR.

Task 7.0 Deliverables: Two hard copies of the Draft EIR plus one PDF and one Word version on CD-ROM of the DEIR, technical appendices, and NOA will be provided to the City for final review, then 20 CDs and 20 hard copies (comb bound) of the DEIR and 2 hard copies of the EIR appendices will be provided for public distribution.

Task 8.0: Final EIR

Task 8.1: Response to Comments

Upon close of the public review period, LSA will prepare responses to public and agency comments received regarding the Draft EIR. This scope and cost estimate assumes up to forty (40) hours of staff time will be required for this task. Work efforts related to this task in excess of the time identified this scope and cost estimate will be billed on a time/materials basis. As necessary, LSA will formulate responses to the comments received on the Draft EIR within two weeks of receipt of a complete set of comments received during the public review period. Once draft responses to comments are completed, they will be submitted to the City for review and comment.

Task 8.2: Mitigation Monitoring and Reporting Plan (MMRP)

Prior to the City Planning Commission hearing on the project and the EIR, LSA will prepare an MMRP to assist the City in implementing the mitigation measures contained 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 the schedule for implementation. The MMRP will be included as an appendix to the Final EIR.

Task 8.3: 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, letters of comments and responses regarding the Draft EIR, and the MMRP.

To facilitate review of the Final EIR, revisions made subsequent to the public review of the document will be depicted utilizing underline/~~strikeout~~ (strikeout) text. The Administrative Final EIR will be submitted to the City for one round of review and comment. A round of comments refers to a group of comments from City departments, including the City Attorney, received at the same time.

Task 8.4: 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) summarizing the findings and mitigation measures contained in the Final EIR. The draft Facts, Findings, and SOC will be prepared and submitted to the City for one round of review. A round of comments refers to a group of comments from City departments, including the City Attorney, received at the same time. After the round of comments, the draft Facts, Findings, and SOC will be revised and delivered to the City in electronic format in Microsoft Word for use by legal counsel and finalization by the City.

Task 8.5: Final EIR

The Administrative Final EIR will be revised per City staff comments and compiled into a Final EIR prior to public hearings on the project and EIR.

Task 8.0 Deliverables: One (1) hard copy and three (3) copies on CD-ROM of the Administrative Final EIR for one round of City review and comment. Prepare for the City one (1) photo-ready set of originals. Preparation of draft Facts, Findings, and Statement of Overriding Considerations to be delivered to the City electronically in Microsoft Word format for use by legal counsel and finalization, one (1) photo-ready set of originals, 20 hard copy and 20 CD-ROM copies in Word format of the Final EIR.

Task 9.0: Meetings

Task 9.1: Progress Meetings

LSA will attend two (2) meetings with the City during the course of the preparation and finalization of the EIR, not including a community scoping meeting or public hearings (see Tasks 4.0, 8.2, and 8.3). LSA can also provide project updates via email as needed or requested in between progress meetings.

Task 9.2: Planning Commission

LSA will attend up to two (2) meetings or hearings of the Planning Commission to consider the EIR and action on the proposed project. If requested, LSA will make presentations explaining the content, findings, and determinations of the EIR, and will respond to relevant comments raised during public hearings. LSA will also prepare a memorandum summarizing any comments received after the close of the public review period but before the Commission hearings.

Task 9.3: City Council

LSA will attend up to two (2) meetings or hearings of the City Council to consider approval of the EIR and action on the proposed project. If requested, LSA will make presentations explaining the content, findings, and determinations of the EIR, and will respond to relevant comments raised during public hearings.

Task 9.0 Deliverables: Notes from progress meetings for project file, plus email updates as necessary or requested. Notes based on attendance at up to four (4) public hearings with the City Planning Commission and/or City Council on the EIR and appropriate action on the project.

Task 10.0: Notice of Determination

Upon adoption of the Final EIR, 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 pay appropriate filing fees with the County Clerk. It should be noted that failure to file the NOD within five 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 project proponent to pay any applicable CDFW filing fees. The NOD will be submitted to the City electronically.

Task 10.0 Deliverables: Preparation and submittal of one e-file of the NOD electronically to the City.

Task 11.0: Project Administration/Project Management

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

Task 11.0 Deliverables: Progress notes, schedule updates, etc. as LSA manages and coordinates the CEQA process for this project.

Summary of Deliverables

The following table summarizes the task outputs and products for ease of reference.

Task	Deliverables
1.0: Project Initiation	Attend a kickoff meeting and confirm the project objectives, scope of work and schedule, and a mutual understanding of the process and protocols that will be followed.
2.0: Technical Studies	A summary peer review memo of the various technical studies and any deficiencies that are needed to complete the CEQA analysis.
3.0: Notice of Preparation	A comprehensive project description and NOP in electronic format plus two hard copies for City review. 50 hard copies of the NOP for public distribution and transmittal to the State Clearinghouse, including mailing costs.
4.0: Public Scoping Meeting	Handout materials for the meeting and notes from the meeting for project file.
5.0: Administrative Draft EIR No. 1	One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#1 and 5 hard copies.
6.0: Administrative Draft EIR No. 2	One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#2 and 5 hard copies.
7.0: Draft EIR	Two hard copies of the Draft EIR plus one PDF and one Word version on CD-ROM of the DEIR, technical appendices, and NOA will be provided to the City for final review, then 20 CDs and 20 hard copies (comb bound) of the DEIR and 2 hard copies of the EIR appendices will be provided for public distribution.
8.0: Final EIR	One (1) hard copy and three (3) copies on CD-ROM of the Administrative Final EIR for one round of City review and comment. Prepare for the City one (1) photo-ready set of originals. Preparation of draft Facts, Findings, and Statement of Overriding Considerations to be delivered to the City electronically in Microsoft Word format for use by legal counsel and finalization, one (1) photo-ready set of originals, 20 hard copy and 20 CD-ROM copies in Word format of the Final EIR.
9.0 Meetings	Notes from progress meetings for project file, plus email updates as necessary or requested. Notes based on attendance at up to four (4) public hearings with the City Planning Commission and/or City Council on the EIR and appropriate action on the project.
10.0 Notice of Determination	Preparation and submittal of one e-file of the NOD electronically to the City.
11.0: Project Administration/ Management	Progress notes, schedule updates, etc. as LSA manages and coordinates the CEQA process for this project.

Note: All hard copies of documents will be printed double-sided and in color.

III. SCHEDULE

LSA anticipates the Draft EIR for this project can be completed in approximately **ten (10) months** assuming the technical studies are ready for review upon authorization to proceed. The following table provides estimated time frames for each task outlined in the scope of work, but these can be adjusted as necessary per discussion with the City and project proponent. If LSA is chosen to prepare the EIR a more detailed schedule in Microsoft Project will be provided to the City.

Task	Time	Schedule[1]
Authorization to Proceed	—	September 29, 2014
Task 1.0: Project Initiation		
1.1 Kick-off Meeting	1 day	October 1
1.2 Project Description	3 days	October 6
Task 2.0: Technical Studies[1]		
2.1 Peer-Review Studies	2 weeks	October 27
Task 3.0: Initial Study /NOP		
3.1 Notice of Preparation and Public Notices City Review Public Review Period (beginning and end)	1 week 2 weeks 30 days	October 13 October 27 November 3–December 3
Task 4.0: Public Scoping Meeting		
4.1 Meeting	1 day	Week of November 10
Task 5.0: Admin. Draft EIR No.1		
5.1 Env. Assessment	60 days	October 6–December 29
5.2 Admin DEIR No. 1 City staff review	2 weeks 3 weeks	January 12, 2015 February 2
Task 6.0: Admin. Draft EIR No. 2		
6.1 Revised Draft EIR City staff review	2 weeks 2 weeks	February 16 March 2
Task 7.0: Draft EIR		
7.1 Finalize Draft EIR and Public Notices City staff review Public Review Period (beginning and end)	1 week 2 weeks 45 days	March 9 March 23 March 30–May 14
Task 8.0: Final EIR		
8.1 Response to Comments	3 weeks	June 4
8.2 Mitigation Monitoring Plan	1 week	June 4
8.3 Admin Final EIR City staff review	1 week 3 weeks	June 11 July 2
8.4 Findings and SOC City staff review	1 week 2 weeks	June 18 July 2
8.5 Final EIR and Public Notices	1 week	July 9
Task 9.0: Meetings		
9.1 Progress Meetings	—	As Needed
9.2 Planning Commission Hearing	1 day	August 2015

Task	Time	Schedule[1]
9.3 City Council Hearing	1 day	Late August 2015
Task 10.0: Notice of Determination		
10.1 Notice of Determination	1 day	Late August 2015
Task 11.0: Project Admin/Management		
11.1 Project Management	Ongoing	Ongoing
TOTAL	**10 months**	**Late August 2015**

[1] Assumes technical studies are ready upon authorization to proceed although recommended studies may still be in process.

IV. COST ESTIMATE

LSA proposes to complete the tasks outlined in the Scope of Work for a **not-to-exceed amount** of **130,225.49** including reimbursables to prepare and process the EIR for the project (Tasks 1–11). The following table summarizes the costs for each task, while a copy of our hourly rates (Appendix A) and details of LSA staff assignments/hours. Note that the hourly rates shown in the attached detailed cost estimate is part of our cost quote and would be used for any extra work incurred that is not part of the proposed scope of work.

Task	Hours[1]	Cost ($)	Percent (%)
Task 1.0: Project Initiation			
Kick-off Meeting and Project Description	41	5,045	3.9
Task 2.0: Technical Studies[1]			
Peer Review Studies	72	6,530	5.0
Task 3.0: Notice of Preparation			
Notice of Preparation	13	1,290	1.0
Task 4.0: Public Scoping Meeting			
Meeting Attendance	6	750	0.6
Task 5.0: Admin. Draft EIR No.1			
Env. Assessment & ADEIR No. 1	395	54,531	41.9
Task 6.0: Admin Draft EIR No. 2			
Revised Draft EIR	114	13,840	10.6
Task 7.0: Draft EIR			
Finalize Draft EIR	73	8,325	6.4
Task 8.0: Final EIR			
RTC, MMRP, Admin FEIR, Findings, and SOC, and Final EIR	118	14,110	10.8
Task 9.0: Meetings [2]			
Progress Meetings, PC, and CC	36	6,660	5.1
Task 10.0: Project Certification			
Notice of Determination	5	574	0.4
Task 11.0: Project Admin/Management			
Project Management	32	5,420	4.2
Reimburseables[3]	---	13,150.49	10.1
TOTAL	**905**	**130,225.49**	**100%**

1 Breakdown of staff hours included in Appendix A
2 Costs per meeting are $597.
3 Includes mileage, postage, printing, etc.

NOTE: Prior to exceeding the approved budget, LSA shall seek and obtain written approval from the City before such costs are incurred.

Assumptions for Cost Estimate

The cost estimate is based on the specifications listed below.

- The cost estimate provides for one cycle of review of each Administrative Draft EIR No.1 & 2 by the City. Additional cycles of review can be accommodated through an augment to this scope and budget.
- This scope and cost estimate does not include the preparation or review of technical studies not specifically identified in the City's RFP. All technical studies will be provided at the commencement of the EIR work effort. LSA's scope of work and cost estimate does not include LSA reviewing for technical adequacy or any revisions to any other technical studies. It is anticipated that technical studies will be revised to fully incorporate any review comments identified by the City staff and will sufficiently provide the data necessary for use for CEQA analysis.
- Additional project team meetings and public hearings over and above those specified in this proposal can be attended by LSA staff as required. The cost of attending any such meeting shall be based on the Schedule of Fees in effect at the time of the meeting.
- The cost proposal is based on hourly labor rates and material cost markups for LSA provided in our scope and cost estimate. Any agreed-upon out-of-scope costs and additional work will be based on the Schedule of Fees effective at the time of additional work is requested.
- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by City needs and other circumstances. LSA will endeavor to perform the services and accomplish the objectives within the estimated costs and schedule; however, if the scope of work or schedule changes, LSA reserves the right to revise our scope of work and cost estimates accordingly.
- The City will provide LSA with copies of relevant documentation relating to the physical or other conditions concerning the project site within five working days after LSA has received authorization to proceed. It is assumed that LSA can use and rely on the information contained in these documents. While LSA will review these documents to determine if they are adequate to use in the CEQA process, we will not be responsible for the content or accuracy of these studies.
- LSA will assist the City in mailing the Notice of Availability to the public. LSA will work with the City to develop an appropriate mailing list. Although LSA will assist in preparing the text of the notices, it will be the responsibility of the City to comply with all filing and noticing requirements associated with the Notice of Availability, Notice of Determination, and payment of applicable fees to the County of Riverside.
- The City will provide detailed site plan maps, if available. The maps will show topography and boundaries at an appropriate scale for inclusion into the EIR.
- The cost estimate is valid for a period of 90 calendar days from the proposal due date. Beyond 90 days, LSA reserves the right to reevaluate the estimated costs and scope of work.
- The cost for issuing invoices in our standard format. Any requests for special invoicing requirements such as a change in format, inclusions of backup, or other requirements will be billed as an approved augment to the contract on a time-and-materials basis. Unless otherwise specified, LSA expects payment within 30 days of submitting invoices based on percent completion of tasks in progress, after approval by City staff.

VI KEY PERSONNEL

LSA proposes to use the individuals identified in its on-call Statement of Qualifications materials submitted previously with the exception of Ambarish Mukherjee (his résumé is provided in Appendix B). As of the date of project initiation, our project members will have the following availability:

- Principal in Charge: Lynn Calvert-Hayes, AICP (peer review geotechnical)
  Will be 50% available after September 1, 2014, through project completion.

- Project Manager: Kent Norton, AICP, REPA
  Will be 67% available after September 1, 2014, through project completion.

- Traffic: Ambarish Mukherjee, AICP, EIT (peer review)
  Will be 40% available after September 1, 2014, through project completion.

- Air Quality/Greenhouse Gases: Ron Brugger (peer review)
  Will be 25% available after September 1, 2014, through project completion.

- Noise: Tony Chung. Ph.D. (peer review)
  Will be 35% available after September 1, 2014, through project completion.

- Cultural Resources: Rory Goodwin (peer review)
  Will be 50% available after September 1, 2014, through project completion.

- Biological Resources: Maria Lum (peer review)
  Will be 40% available after September 1, 2014, through project completion.

- Water Quality: Nicole West (peer review Hydrology and Water Quality Management Plan)
  Will be 67% available after September 1, 2014, through project completion.

GROVE PARK MIXED USE
PROJECT EIR COSTS
LSA Associates, Inc.

Phases/Tasks | Hourly Rate -->	Principal In Charge	Associate/Senior Planner	Sr Envir Planner	Envir Planner	Assitant Envir Planner	Associate Trans Planner	Biologist (Principal)	Biologist (Associate)	Biologist (Associate)	Senior Biologist	Sr. Cult Res Mg	Sr. Cult Res Mg	Cult Res Mg	Principal (Air/Noise)	Sr Air Qu Specialist	Sr Noise Specialist	Sr Noise Specialist	Editing/Word Processing	GIS/Graphics	Office Assistant	Total Hours	Mileage (per mile)	Printing (average/pg.)	Certified Mailing (average/item)	CD-ROMs (each)	Overnight Delivery (average/item)	Total Direct Costs	Total Subconsultant	Total Cost
	$205	$175	$120	$110	$90	$140	$220	$115	$135	$115	$120	$100	$85	$205	$130	$130	$125	$105	$100	$75		$0.56	$0.33	$7.50	$5.00	$15.00			
1.0 Project Initiation																													
1.1 Project Kick-off	4	4		4	4													1		1	18	75					$42.00		$2,542.00
1.2 Project Description		4		4	8													2	4	1	23						$0.00		$2,545.00
2.0 Peer Review of Technical Studies																													
2.1 Air Quality														2	4			2			8		1				$0.33		$1,140.33
2.2 Biological Resources							1	3	5	2											11	200	1				$112.33		$1,582.33
2.3 Cultural Resources											2	2									4		1				$0.33		$440.33
2.4 Geology	3																				3		1				$0.33		$615.33
2.5 Greenhouse Gas Emissions Assessment														2	4	4					10		1				$0.33		$1,450.33
2.6 Hydrology and Drainage			8																		8		1				$0.33		$960.33
2.7 Noise																5	3				8		1				$0.33		$1,025.33
2.8 Traffic						8															8		1				$0.33		$1,120.33
2.9 Water Quality Management Plan			4	8																	12		1				$0.33		$1,360.33
3.0 NOP																					0								
3.1 NOP		1		2	6													1	1	2	13		150	50	2	5	$509.50		$1,799.50
4.0 Public Scoping Meeting		2		2	2																6	75	100				$75.00		$825.00
5.0 Administrative Draft EIR #1																													
Executive Summary	1	4		6	6													1		4	22						$0.00		$2,510.00
Introduction	1	2		4	4													1			12						$0.00		$1,460.00
Project Description	2	4		4	4													1	6		21						$0.00		$2,615.00
Assumptions and Methodology	1	1		4	1													1			8						$0.00		$1,015.00
Air Quality	2	6		4	8									3				1			24						$0.00		$3,340.00
Biologial Resources	2	8		4	8		4											1	2		29						$0.00		$4,155.00
Cultural Resources	2	6		4	6						4							1			23						$0.00		$3,025.00
Geology and Soils	2	6		4	6													1	2		21						$0.00		$2,745.00
Greenhouse Gas Emissions	2	5		4	6													1			18						$0.00		$2,370.00
Hydrology, Drainage and Water Quality	2	6		4	8													1	2		23						$0.00		$2,925.00
Land Use	2	5		4	5													1	2		19						$0.00		$2,480.00
Noise	2	6		4	6											3		1			22						$0.00		$2,935.00
Population and Housing	1	3		4	4													1			13						$0.00		$1,635.00
Public Services	2	4		4	6													1			17						$0.00		$2,195.00
Recreation	1	2		4	4													1			12						$0.00		$1,460.00
Traffic	2	8		4	8	4												1	2		29						$0.00		$3,835.00
Utilities	2	6		4	4													1			17						$0.00		$2,365.00
Other CEQA Topics	1	8		4	6													1			20						$0.00		$2,690.00
Alterantives	2	14		4	14													1	2		37						$0.00		$4,865.00
References & Acronyms		1		2	4													1			8		2,000		5	1	$700.00		$1,560.00
6.0 ADEIR #2	12	24		2	36													24		16	114		2,000		5	1	$700.00		$14,540.00
7.0 Draft EIR	5	12		2	30													16		8	73		15,000	25	20	10	$5,387.50		$13,712.50
8.0 Final EIR																													
8.1 Response to Comments	2	8		6	30	4	2				2			2				4	4	10	74						$0.00		$8,390.00
8.2 Mitigation Monitoring Plan	1	2		2	4																9						$0.00		$1,135.00
8.3 Administrative Final EIR	1	2		4	4																11		5,000		5	1	$1,690.00		$3,045.00
8.4 Findings and SOC	2	2		2	12																18						$0.00		$2,060.00
8.5 Final EIR	4	2																			6		10,000		20	1	$3,415.00		$4,585.00
9.0 Meetings																													
9.1 Team Meetings	4	8																			12	300					$168		$2,388.00
9.2 Planning Commission Hearing	4	8																			12	300					$168		$2,388.00
9.3 City Council Hearing	4	8																			12	300					$168		$2,388.00
10.0 Project Certification (NOD)		1		2	2																5	20	4				$13		$587.52
11.0 Project Administration/Project Managemen	4	24		2	2																32						$0		$5,420.00
TOTAL HOURS	82	217	12	122	258	16	7	3	5	2	8	2	0	9	8	12	3	70	27	42	905								
TOTAL COST	$16,810	$37,975	$1,440	$13,420	$23,220	$2,240	$1,540	$345	$675	$230	$960	$200	$0	$1,845	$1,040	$1,560	$375	$7,350	$2,700	$3,150							$13,150.49	$0.00	$130,225.49
LSA LABOR																													$117,075.00
LSA DIRECT COSTS																													$13,150.49
SUBCONSULTANTS																													$0.00
TOTAL BUDGET ESTIMATE **																													**$130,225.49**

Note** LSA reserves the right to move money between tasks in the budget. The Total Budget estimate is a Not to Exceed Budget.

Reimburseables are a best guess and will be billed on the actual cost to LSA.

CONFIDENTIAL

APPENDIX B

RÉSUMÉ

AMBARISH MUKHERJEE, AICP, EIT

ASSOCIATE/SENIOR TRANSPORTATION PLANNER

EXPERTISE

Traffic Impact Studies

Pedestrian & Bicycle Planning

Transit Routing

Goods Movement

Transportation Funds & Grants Management

GIS Analysis

Statistical & Analytical Research.

Land Use and Transportation Modeling

Advanced Data Analysis

Intelligent Transportation Systems

EDUCATION

University of Texas at Arlington, Texas. Master of City and Regional Planning with concentration in Transportation and Land Use Planning, and GIS. 2003–2005.

- Recipient of the prestigious Graduate Dean's Fellowship for the entire period of study.
- Graduate Certificate in Geographic Information System.

PROFESSIONAL RESPONSIBILITIES

As an Associate and Senior Transportation Planner at LSA's Riverside office, Mr. Mukherjee conducts traffic studies and Traffic Impact Analyses (TIAs) for a wide variety of large and small projects including residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans.

PROJECT EXPERIENCE

Residential Projects

Desert Rose Townhomes
City of Desert Hot Springs, Riverside County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of the Desert Rose Townhomes, in the City of Desert Hot Springs in Riverside County. The project consisted of 194 dwelling units located on the northwest corner of Verbena Drive and Climbing Rose Way and the TIA included the analysis of seven intersections and project driveways.

Tentative Tract Map 17230
City of Adelanto, San Bernardino County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of Tentative Tract 17230 in the City of Adelanto. The project was located on the east side of Koala Road, south of Seneca Road and included the development of 261 single-family houses on approximately 67 acres. The TIA included the analysis of 11 intersections and project driveways.

Mixed-Use Projects

Citrus Industrial District
City of Upland, San Bernardino County, California
Mr. Mukherjee coordinated in the preparation of the TIA to assess the potential circulation impacts associated with the proposed development of the Citrus Industrial District mixed-use project located on the north side of Eighth Street, east of Euclid Avenue, and west of Campus Avenue. It consisted of 732 residential condominiums and 29,000 square feet of commercial space to be built in two phases. The TIA included the analysis of 14 intersections.

Rancho Workforce Housing
City of Rancho Cucamonga, San Bernardino County, California
Mr. Mukherjee conducted the traffic study to assess the potential circulation impacts associated with the proposed development of the

EDUCATION (CONTINUED)

Indian Institute of Technology, Kharagpur, India. Bachelor of Architecture (Honors). 1998–2003.

Continuing Education

Dowling Associates, Inc., Oakland: Traffix Software Training, December 2007.

University of California Extension, Berkeley, Basic SYNCHRO and SimTraffic: Tools for Traffic Signal Timing, September 2007.

University of California Extension, Berkeley, Fundamentals of Signal Timing and Operations, March 2007.

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners (AICP): Membership Number 023158

American Planning Association (APA)

Institute of Transportation Engineers (ITE)

Engineer-in-Training (California)

PROFESSIONAL EXPERIENCE

Associate. LSA Associates, Inc., Riverside. California. 2006–present.

Service Planner I. Fort Worth Transportation Authority, Fort Worth, Texas. 2005.

Graduate Research Assistant. School of Urban and Public Affairs, University of Texas at Arlington. 2003–2004.

PROJECT EXPERIENCE (CONTINUED)

Rancho Workforce Housing mixed-use project. The western part of the project consisted of 16,000 square feet of retail space, a 5,000-square foot restaurant, and 25,000 square feet of office space, located on the northeast corner of Hermosa Avenue and Foothill Boulevard. The eastern part of the project consisted of 166 apartment units and will be located on the northwest corner of Center Street and Foothill Boulevard. The TIA included the analysis of 12 intersections.

Commercial/Office Projects

Perris Marketplace
City of Perris, Riverside County, California
Mr. Mukherjee conducted the traffic study to evaluate the potential traffic impacts associated with the proposed development of an approximately 520,000-square foot retail center, which included a Wal-Mart Supercenter, in the City of Perris in Riverside County. The project site was located north of Nuevo Road and west of Perris Boulevard (north of the existing Perris Plaza). The TIA included the analysis of 20 intersections and project driveways.

Adelanto Towne Center
City of Adelanto, San Bernardino County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of Adelanto Towne Center. The project consisted of approximately 606,000 square feet of retail uses, which included a 183,600-square foot Target store on a site located on the southwest corner of the intersection of U.S. Highway 395 and Mojave Drive. The project was proposed to be completed in two phases and the TIA included the analysis of 46 intersections.

Redlands Office Building
City of Redlands, San Bernardino County, California
Mr. Mukherjee prepared this traffic study to assess the potential circulation impacts associated with a proposed office building in the City of Redlands. The proposed building was approximately 8,000 square feet in area and located on the north side of Plum Lane.

Circulation Analysis/Roadway Improvement

Needles Highway
San Bernardino County, California
Mr. Mukherjee conducted the traffic analysis performed to assess the impacts on traffic conditions of proposed improvements on Needles

PROFESSIONAL EXPERIENCE (CONTINUED)

Architecture Intern. Raj Rewal and Associates, New Delhi, India. 2002.

PROJECT EXPERIENCE (CONTINUED)

Highway. The project is located along Needles Highway, between Interstate 40 and the California-Nevada State line.

Altman Office Building Circulation Analysis
Cathedral City, Riverside County, California
Mr. Mukherjee evaluated site access and ingress/egress issues related to the proposed construction of a 6,414-square foot office building located at the northwest corner of Cathedral Canyon Drive and Dinah Shore Drive.

Specific Plans/General Plans

Butterfield Specific Plan
City of Banning, Riverside County, California
Mr. Mukherjee prepared the initial study and constraints analysis, which included the analysis of three design alternatives and three roadway network alternatives. The final TIA included the analysis of 50 intersections and project driveways. An analysis of freeway mainline levels of service was included in the TIA.

Loma Linda General Plan
City of Loma Linda, San Bernardino County, California
Mr. Mukherjee completed the Traffic Impact Analysis and the Circulation Element for the General Plan for the City of Loma Linda. The primary objective of the analysis was to define a circulation system that supports the development anticipated in the Land Use Element and other elements of the amended General Plan while also complying with the provisions outlined in Measure V, a voter-approved initiative laying stricter limitations on development projects vis-à-vis implementation of transportation mitigations.

Schools

Todd Elementary School, Corona-Norco Unified School District
Riverside County, California
Mr. Mukherjee conducted traffic analyses for the Todd Elementary School located along Mayhew Canyon Road in the unincorporated Sycamore Creek area of Riverside County. The analyses included special attention to pedestrian and student circulation.

Interchange/Freeway Improvements

Interstate-15/Railroad Canyon Road Interchange
City of Lake Elsinore, Riverside County, California
Mr. Mukherjee prepared the Volume Development Methodology report for future improvements at the interchange of Railroad Canyon Road in

PROJECT EXPERIENCE (CONTINUED)

the City of Lake Elsinore. The volume development was done for three design alternatives.

Parking Structures

Ambulatory Services Parking Structure
City of Loma Linda, San Bernardino County, California
LSA prepared the traffic impact analysis for the Ambulatory Services Parking Structure. The proposed parking structure is a six-level parking structure to serve the proposed Ambulatory Care Center and other uses. The proposed parking structure will be located at 11234 Anderson Street between Taylor Street and Prospect Avenue. The project included the removal of four structures currently on site and reconfiguration of a portion of the existing parking area to accommodate the proposed structures.

West Hall Parking Structure
City of Loma Linda, San Bernardino County, California
LSA prepared the traffic impact analysis for the West Hall Parking Structure. This parking structure will provide 650–750 parking stalls and will be located on west side of Campus Street between Prospect Avenue and San Juan Drive. The structure will be used by the Loma Linda University Medical Center employees and staff with a certain amount of parking allocated for physicians, patients, and nursing school instructional faculty use.

ADDITIONAL EXPERIENCE

- Designed the Purpose and Need Statement for FWTA Northeast/Southwest Alternative Alignment: Analysis for Possible Transit Solutions.
- Planning Analysis for Route 7 Transit Signal Priority Project. In charge of joint project involving the City of Fort Worth Public Safety Department and 3M and Associates.
- Planning Analysis for Enhanced Bus Corridor Development—East Lancaster Pilot Project.
- Conceptual design and analysis for a proposed Transit Plaza and Transit-Oriented Development for SE Fort Worth as part of Sustainable Development Grant from the North Central Texas Council of Government.
- Location Analysis for determining a Park and Ride for a new Express Service to North Fort Worth.
- Planning Analysis for Title VI Assessment, to be used for the Tarrant County section of the Trinity Railway Express.
- Digitization of parcels, buildings, roads, alleys and pedestrian trails for the City of Rowlett, Texas using AutoCAD Map 2004 and ArcGIS 8.2.
- Prepared a Comprehensive plan for the City of Oakridge North, located north of the City of Houston.
- Redesigned and revitalization of the Bexar Street Corridor in Dallas.
- Prepared proposals for TXDOT, HUD, and COPC research projects, which included extensive literature review, analysis, and writing of the proposals.

EXHIBIT "B"

INSURANCE

A. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the City Manager or City Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001, ed. 10/03).

(2) Insurance Services Office form number CA 0001 (Ed. 06/92) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Professional liability insurance appropriate to the Consultant’s profession and to the work to be performed under this Agreement. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. Any professional liability policy written on a claims made basis shall be specifically endorsed to show that prior acts occurring at any time after the inception date of the Agreement will be covered. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 3-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage. A “tail” policy may be purchased as an alternative to satisfy this requirement.

2. Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(1) General Liability: $1,000,000 per occurrence, $5,000 medical per occurrence, and $2,000,000 per policy aggregate for bodily injury, personal

injury and property damage. As an alternative to the per policy aggregate, Consultant may have an aggregate limit of $1,000,000 per project apply.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of not less than $1,000,000 per accident.

(4) Professional Liability: $1,000,000 per claim and $2,000,000 aggregate. As an alternative, Consultant may maintain in full force during the terms of this Agreement, professional liability insurance coverage not less than $1,000,000 per claim and $1,000,000 annual aggregate, provided Consultant and Consultant's insurance carrier both provide to City a written statement to the effect that there are no known claims, reserves or circumstances that might impair the annual aggregate amount of Consultant's professional liability policy.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled or terminated by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City, except in the event of non-payment of a premium, in which case no less than ten (1) days prior written notice by certified mail, return receipt requested, must be given to the City.

2. General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of performance of any work under this Agreement; liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its

respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage.

(1) Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

(2) If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of the employees death, may be entitled to compensation from the City under the provisions of the Labor Code, for which compensation is claimed from the City, there will be retained out of the sums due to Consultant under this Agreement, an amount sufficient to cover such compensation as fixed by the Labor Code provisions, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance and endorsements shall be on standard Acord, Department of Insurance or Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, Consultant may provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Agreement. At any time at the written request of the City, Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section.

1. Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

2. Any deductibles or self-insured retentions exceeding five thousand dollars ($5,000) must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. The requirements as to types, limits and the City's approval of insurance coverage's to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under this Agreement.

4. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage required by this Agreement, City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due under this Agreement.

5. The maintenance by Consultant and its contractors and subcontractors of the insurance coverage's and limits of insurance provided herein is a material element of this Agreement. The failure of Consultant or any of its contractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

ATTACHMENT B

City's Request for Proposal for Consultant Services

Request for Proposals

City of Wildomar Grove Park Mixed-Use Project (PA 14-0069)
Environmental Impact Report

Proposal Due by Wednesday, July 30, 2014 at 4:00 pm PST

City of Wildomar Planning Department
Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
(951) 677-7751
www.cityofwildomar.org
mbassi@cityofwildoamr.org

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I. Introduction

The City of Wildomar invites proposals from qualified firms to complete preparation and processing of an Environmental Impact Report (EIR) for the *Grove Park Mixed-Use Project* (Project). The EIR will be required to analyze the proposed project that consists of the following entitlements: General Plan Amendment, Change of Zone, Tentative Parcel Map and Plot Plan. This EIR will be utilized to satisfy the requirements of the City of Wildomar.

The applicant is requesting to develop a Mixed-Use project (horizontal – not vertical) on 19.3 acres consisting of approximately 50,000 square feet of commercial/retail uses and a 162 -unit multi-family apartment complex. The project includes the following development applications:

- **General Plan Amendment (GPA):** A proposal to change the General Plan Land Use designation for 10.3 acres of the 19.3-acre site (northerly ½) from Business Park (BP) to Commercial Retail (CR) to accommodate the proposed commercial development. The existing land use designation on the southerly 10± acres will remain Highest Density Residential (HHDR) in accordance with the Housing Element approved on December 11, 2013.

- **Change of Zone (CZ):** A proposal to change the zoning designation for 10.3 acres of the 19.3-acre site (northerly ½) from R-R (Rural Residential) to C-P-S (Scenic Highway Commercial Zone) to accommodate the proposed 50,000 square foot commercial retail development. The zoning designation for the southerly 10± acres will remain R-4 (Planned Residential Development).

- **Tentative Parcel (TPM 36674):** A tentative tract map to subdivide the 19.3 acre project site into 2 lots as follows:
  - Multi-Family development portion - The area consists of one (1) lot to accommodate the 162-unit multi-family apartment project.

  - Commercial/Retail development portion – This subarea consists of one (1) lot to accommodate the 50,000 square feet of commercial/retail development project.

- **Plot Plan (PP):** The plot plan for the 19.3 acre project site consists of the following:

  - Multi-Family development portion - The area consists of a 162-unit multi-family apartment project and related site development improvements (i.e., parking, landscaping, etc.).

  - Commercial/Retail development portion – This area includes approximately 50,000 square feet of commercial/retail space and related site development improvements (i.e., parking, landscaping, etc.).

Proposals must demonstrate relevant expertise and experience in the field of environmental analysis and have an understanding of city policy provisions. The City is seeking a consultant team under one (1) primary consultant.

II. Scope of Work

A. Introduction

The City has determined that there is substantial evidence that aspects of the project, either on its own or cumulatively, may cause a significant effect on the environment and therefore, the requirement to prepare an EIR. The EIR shall focus on those effect determined to be significant, identify the effect determined not to be significant, and explain the reasons for determining that potentially significant effects would not be significant.

Major tasks to be completed include:

1. Prepare a Notice of Preparation for the project.
2. Review the content of the applicant's project description and peer review the applicant-sponsored technical documents.
3. Prepare technical studies including, but not limited to: air quality analysis, greenhouse gas emissions analysis, noise analysis, traffic analysis.
4. Identify and prepare any additional technical information, if needed, to prepare the environmental document.
5. Participate in meetings with city technical staff and agencies and the applicant, as appropriate, including a public scoping meeting to be conducted soon after the award of the contract.

B. Preparation of Environmental Documentation

The consultant will complete the EIR.

1. Content of the Draft EIR – The EIR shall be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21000 et seq., CEQA Guidelines, Title 14, California Code of Regulations 15000 et seq.

   The document shall include the required elements of an EIR; however, the consultant will be expected to ensure that each required topic is adequately documented including:

   a) Table of Contents
   b) Summary of impacts, mitigation measures and finding in table and text formats

c) Project Description
d) Environmental Setting
e) Discussion of Environmental Impacts (direct and indirect, short and long term, singular and cumulative) formatted as follows:
   i. Setting
   ii. Impacts (include conclusive disposition of impact)
   iii. Mitigation Measures

f) Discussion of Significant Environmental Effects of the Proposed Project
   i. Significant Environmental Effects Which Cannot Be Avoided
   ii. Significant Irreversible Environmental Changes
   iii. Growth Inducing Impacts
g) Discussion of Mitigation Measures Proposed to Minimize Significant Impacts
h) Discussion of Alternatives to the Proposed Project
i) Effects Not Found to be Significant
j) Intended Uses of Document
k) Pertinent Laws, Ordinances and Regulations
l) Organizations and Person contacted/Bibliography
m) Discussion of cumulative Impacts
n) Appendices.

The consultant shall demonstrate to the City that they possess expertise in administering CEQA and that they have a strong working knowledge of planning regulations and the application of the planning process at the local level. The EIR shall reflect a complete understanding of the local entitlement process. The EIR shall also include a thorough analysis of the regulatory environment, including identification of the Wildomar Municipal Code, wherein existing regulations mitigate impacts.

2. Administrative DEIR – An Administrative Draft EIR (ADEIR) shall be submitted to the City. The ADEIR will be reviewed by the city and by the City Attorney (must be factored into the schedule and budget). The Consultant should plan on a minimum of two (2) rounds of review and revisions. Post-ADEIR submission meetings and/or conference calls may be held to discuss the draft and any required modifications.

3. Screencheck Draft – A screencheck Draft EIR shall be submitted to City staff for review. Modifications shall be incorporated prior to submittal of a Public Review Draft.

4. Draft EIR – The consultant shall prepare a Draft EIR (DEIR) that addresses comments provided by staff during the screencheck and administrative draft review processes. An electronic version of the EIR suitable for posting on the City's website shall be provided, including all appendices. The consultant will be responsible for drafting the filing of the Notice of Completion, along with providing the necessary copies of the EIR to the State Clearinghouse. The City will provide Notice of Availability and Public Hearing Notices and deliver the document to the library and post at City Hall. The City will also distribute the document pursuant to the Agency List developed for the NOP.

5. Response to Comments/Mitigation Monitoring & Reporting Program/Preparation of Admin Final EIR – The consultant shall prepare Responses to Comments, Mitigation Monitoring & Reporting Program and the Administrative Final EIR.

6. Preparation of Final EIR – The consultant shall prepare the Administrative Final EIR (AFEIR) for review by the City and City Attorney's office (must be factored into the schedule and budget). The Consultant should anticipate two (2) rounds of Final EIR review. The FEIR is to be a self-contained, stand-alone document in which responses to comments are both attached as an appendix to, and reflected in, the text and diagrams of the EIR, where appropriate. A mitigation monitoring and reporting plan shall be included as an appendix. The FEIR will be distributed by the City. Public Notice and hearing responsibilities will be provided by the City.

7. Progress Meetings – In addition to meeting referenced previously, the consultant shall be available to attend two (2) additional project status meetings, if necessary.

8. Public Meetings/Hearings - Members of the consultant team may be required to attend up to four (4) meetings/public hearings. The consultant should also provide the cost for additional meetings, should they be necessary.

9. Documents – For all hard copies of the documents (printed and bound) the following shall be provided:
   - Administrative draft documents: *5 hard copies (for internal staff review)*
   - Draft EIR for Agency for Distribution: State Clearinghouse CD submittal

- Draft EIR (45-day Public Review Period):
  - *20 hard copies (20 comb-bound)*
  - *20 CDs containing DEIR and Technical Appendices in MS Word and PDF versions of the Draft EIR.*
  - *Two (2) full copies of the technical appendices printed (into one document)*
- Final EIR document (for public hearing with Commission and Council):
  - *20 hard copies (20 comb-bound)*
  - *20 CDs containing MS Word and PDF versions of the Final EIR.*

All hard copies are to be printed double-sided in color.

10. Responsibilities of the Consultant and City:
    a) The Consultant will be responsible for preparing all notices related to the NOP process, DEIR process (i.e., Office of Planning and Research) for review by City staff.
    b) The Consultant will prepare all public hearing notices for EIR scoping meeting, Planning Commission and City Council hearings. The Applicant will provide the mailing list of property owners, residents, and stakeholders for use by the Consultant.
    c) City Staff will be responsible for posting all documents in City Hall, and on the City's website, and sending all notices to Riverside County Clerk and the Press Enterprise.
    d) Consultant and City Staff will work together on the scheduling of meetings.
    e) City Staff, including the City Attorney will be responsible for reviewing all documents related to the EIR.

11. Schedule
    A. <u>Consultant Selection and Project Schedule</u>
    - Proposal Due: Wednesday, July 30, 2014 (4 pm)
    - Consultant Interviews: If needed, week of August 11 ~ 15
    - Award of Contract by Council: September 10, 2014 (tentative date)
    - Signed Contracts Due: September 24, 2014 (tentative date)
    - Tentative Project Start Date: September 29, 2014 (pending singed Contract/Insurance papers)

C. <u>Deadline for RFP Response</u>

The response to the Request for Proposal is to be received by the Planning Department by **4:00 pm on Wednesday, July 30, 2014**. Responses received after the specified time and date <u>will not</u> be considered. Respond to:

City of Wildomar, Planning Department
Attn: Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

On the envelope/package, please clearly label "**Proposal for the Grove Park Mixed-Use Project EIR**." Hand-carried proposals will be accepted before the response due date/time at the above address during normal business hours, Monday through Thursday (8 – 5 pm). Faxed or emailed proposals will not be accepted.

III. Proposal Content

Consultants shall submit two (2) copies plus one (1) signed copy for a total of three (3) copies to Matthew C. Bassi, Planning Director, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595, **no later than Wednesday, July 30, 2014 at 4:00 pm.** Postmarks and facsimiles will not be accepted.

A. Introductory Letter

An introductory letter must be provided which identifies name, address, and telephone number of the principal person representing the prospective consultants. The person authorized to execute the contract shall sign this letter.

B. Description of Organization

A short description of the primary firm and services shall be provided, as well as any subcontractors, office locations, and a list of staff members who will work on the project.

C. Qualification and Project Team

The prospective consultant must demonstrate the experience, qualifications and resources necessary to perform the contract.

1. Overview the project team structure, including prime consultant staff and subconsultants.
2. Summarize the relevant qualifications and experience of the lead consulting firm in performing work of a similar nature and scope to the project.
3. Summarize the relevant qualifications and experience of all subconsulting firms in performing work of a similar nature and scope to their portion of the project.
4. Summarize the relevant qualifications and experience of, and provide resumes for, each team member. For each of the lead consultant staff, identify the percentage of time commitment for the project. The consultant

selected for the project will be required by contract to commit these personnel through the life of the project, although the City will retain the right to request a staff change.

5. Clearly identify:
   a. The project manager who will supervise the project on a day-to-day basis;
   b. The person(s) who will attend and facilitate public meetings and make presentations; and
   c. Key personnel for subconsultants and major tasks.

D. Work Approach and Methodology

Provide a brief statement/summary expressing the firm's general approach to and understanding of the methodology proposed for fulfilling project requirements.

E. Scope of Work

Provide your firm's responses to the scope of work. This section must be detailed enough for City selection staff to evaluate your methodology and ability to perform the work requested. The proposed work program and the project schedule is to be provided. Potential strategies for addressing issues in the EIR shall be provided.

F. Schedule

The perspective consultant shall submit a detailed (estimated) schedule. It should include all elements of the scope of work program and meeting milestones. Time frames should be stated in terms of the number of calendar days or weeks required to complete the specified tasks. The schedule should include a project start-up meeting to initiate the project. The schedule shall be as aggressive as reasonable and possible and assume an immediate start date. Provide at least three (3) weeks for review of administrative draft documents by City staff and include time for meetings with City staff to discuss changes to draft documents.

G. Cost Estimate

Proposals shall include the following:

1. A not-to-exceed (NTE) maximum amount for each of the major tasks, including the response to public comments received as a result of the environmental document's circulation.
2. A detailed itemization demonstrating how the estimate was determined, including all anticipated tasks, time requirements, hourly rates, and rates for direct costs items, such as photocopying, printing, and travel expenses.

3. Assumptions for numbers of copies of documents and numbers of meetings by type (e.g. public workshop, staff meeting). Provide time and material estimates for additional items (copies, meetings) that might be requested.
4. Indirect costs or overhead should only cover those expenses that cannot be credited to any single project and should be factored in as a fixed percentage of personnel costs.

The only exception to the "not to exceed" cost shall be the response to public comments received as a result of the environmental document's circulation. If the City receives excessive comments on the draft document, then the costs will be determined on a "negotiated basis" when the draft document and comments on the project become available. Excessive comments are generally considered to be more than ten (10) commenting agencies/individuals and/or over 75 comments that require answers other than "comment noted."

The proposal must provide that prior to exceeding the approved budget; the consultant shall seek and obtain written approval from the City ***before*** such costs are incurred. Failure to get prior written approval may result in such costs being disallowed.

END

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tri-Party Consultant Service Agreement for the Baxter Village Mixed-Use Project Environmental Impact Report (PA No. 14-0002)

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Strata Baxter, LLC, and LSA Associates, Inc. for the preparation of an Environmental Impact Report (EIR) for the Baxter Village Mixed-Use project; and

2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and LSA Associates, Inc., for the preparation of an Environmental Impact Report (EIR) for the Baxter Village Mixed-Use project.

BACKGROUND

The Planning Department received a development application (PA 14-0002) from Strata Baxter, LLC for the Baxter Village Mixed-Use project (refer to aerial exhibit on page 2) consisting of the following development applications:

- **Change of Zone (CZ):** A proposal to change the current zoning designation of CPS (Scenic Highway Commercial – 32.2 net acres) to R-4 (Planned Residential Zone – 12.5 acres) to accommodate a proposed 67 single family residential development project, and to R-3 (General Residential – 11.3 acres) to accommodate a proposed 204-unit multi-family apartment project. The remaining 8.4 acres) will stay zoned C-P-S to accommodate the commercial/retail center.

- **Tentative Tract Map (TTM 36674):** A tentative tract map to subdivide the 32 acre project site into 81 lots as follows:

- Single Family Residential Subarea – This subarea consists of a 71-lot single family residential development consisting of 4,500 square-foot minimum lot sizes (approximately 6 units/acre density).
- Multi-Family Residential Subarea - The subarea consists of one (1) lot to accommodate the 204-unit multi-family apartment project (approximately 18 units/acre).

- Commercial/Retail Subarea - This subarea consists of nine (9) lots to accommodate a 75,000 square feet of commercial/retail development (9 buildings).

- **Plot Plan (PP):** There are two (2) plot plans for the 32 acre project site consisting of the following:

  - Plot Plan No. 1 – This plot plan covers the 75,000 square-foot commercial/retail development subarea.

  - Plot Plan No. 2 - This plot plan covers the 204-unit multi-family apartment project site and related site development improvements (i.e., parking, landscaping, etc.).

DISCUSSION

Based on review of the proposed development applications, and in accordance with Section 15081 of the California Environmental Quality Act (CEQA), the Planning Department has determined that the proposed development project will require the preparation and processing of an Environmental Impact Report (EIR). Once the determination was made that an EIR was needed, staff extended a Request for Proposal (RFP) to the City's on-call CEQA firms (Refer to Attachment B).

Staff received five (5) proposals which were ranked based on qualifications (i.e., project manager, team resources, firm's expertise/experience with similar development projects). Based on this, staff is recommending the City Council award the contract to LSA Associates, Inc. for preparation of the Environmental Impact Report (EIR).

The proposed budget/compensation with LSA Associates, Inc. is a "not-to-exceed" amount of $147,895.15. With the City's standard 17.5% administrative overhead charge ($25,882.85) and City Attorney costs ($22,000.00), the total cost to prepare the EIR is $195,778.00. The total cost will be paid by the Applicant.

In accordance with the provisions of the contract, within ten (10) business days after the effective date of the contract, the Applicant is required to deposit 50% of the total EIR cost ($97,889.00). This will allow the consultant to begin the EIR process. Further, within thirty (30) business days after the effective date, the applicant is required to deposit the remaining 50% of the EIR cost ($97,889.00). However, the Applicant has the option of paying the full EIR amount within the first 10 days. The estimated time frame to prepare and process the EIR is approximately seven (7) months, not including public hearings before the Planning Commission and City Council.

FISCAL IMPACTS:
All costs associated with the preparation and processing of the EIR is the sole responsibility of the Applicant, thus, there is no fiscal impact to the City's General Fund.

Submitted by:	Approved by:
Matthew C. Bassi	Gary Nordquist
Planning Director	City Manager

ATTACHMENTS:

A. City of Wildomar/Strata Baxter, LLC/LSA Associates, Inc. Tri-Party Agreement
B. Request for Proposal (RFP) for EIR Consultant Services

ATTACHMENT A

(CEQA DOCUMENT PREPARATION AND DEPOSIT CONTRACT)

CEQA DOCUMENT PREPARATION
AND DEPOSIT CONTRACT

This CEQA Document Preparation and Deposit Contract ("Contract") is made and entered into as of the _____, day of _____, 2014, by and among the City of Wildomar, a California municipal corporation, ("City"), Strata Baxter, LLC, ("Applicant/Property Owner"), and LSA Associates, Inc., ("Consultant"). Hereafter, City, Applicant and Consultant may be collectively referred to as the "Parties."

RECITALS

A. The California Environmental Quality Act ("CEQA") [Public Resources Code § 21000 et seq.] makes lead agencies responsible for determining whether an environmental impact report ("EIR"), a negative declaration ("ND"), or a mitigated negative declaration ("MND") is to be required for any project. CEQA also provides that any such EIR, ND, or MND be prepared directly by, or under contract to, the legal agency.

B. Applicant has applied to the City for one or more land use approvals for that project ("Project") more particularly described in the "Project Description" attached hereto and incorporated herein by reference as Exhibit "1".

C. City is the lead agency under CEQA for the Project. Based on its preliminary review and consultation with Applicant, City has determined that an Environmental Impact Report ("CEQA Document") is required for the Project to adequately assess its potentially significant impacts. Pursuant to Public Resources Code § 21080.1(a) City's determination that this particular CEQA Document required for the Project is final and conclusive.

D. Consultant is a qualified environmental and/or land use planning firm. City, in consultation with Applicant, has selected Consultant to prepare the CEQA Document and any related studies, surveys, and reports as may be required to comply with CEQA. Consultant has prepared a "Scope of Work" attached hereto and incorporated herein by reference as Exhibit "2", outlining the breadth of analysis and the tasks to be performed to prepare the CEQA Document.

E. Applicant and Consultant acknowledge that as the lead agency, City is responsible for complying with CEQA and the State CEQA Guidelines ("CEQA Guidelines") [14 Cal. Code Regs. § 15000 et seq], that the City is responsible for the adequacy of its environmental documents, that the City cannot rely on comments from other public agencies or private citizens as a substitute for work CEQA requires, and that this particular CEQA Document must reflect the independent judgment of the City. Applicant and Consultant further acknowledge that as a result of these responsibilities, the CEQA Document is to be prepared and completed to reflect City's independent judgment, to comply with CEQA and the CEQA Guidelines, and to comport with all applicable professional standards.

F. CEQA authorizes City, as the lead agency, to charge and collect a reasonable fee from Applicant to recover the estimated costs incurred in preparing the CEQA Document and for procedures necessary to comply with CEQA regarding the Project. Applicant acknowledges that it is responsible for the payment of these costs as provided in this Contract.

G. City and Consultant acknowledge that CEQA and the CEQA Guidelines encourage the completion of the CEQA Document within certain time limits and that lead agencies should reduce delay and paperwork in the preparation of CEQA Documents.

H. Based on the foregoing Recitals, Applicant, City, and Consultant now desire to enter into this Contract for the preparation of the CEQA Document determined to be necessary for the Project.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenant hereafter set forth, the parties agree as follows:

Article 1.0 Applicants Obligations

1.1 CEQA Document Costs. Applicant shall pay all costs incurred for the preparation and completion of the CEQA Document which total $195,778.00.

1.2 Consultant Charges. Consultant's not-to-exceed charges for services and reimbursable expenses for preparation and completion of the CEQA Document, pursuant to that Consultant Services Agreement between Consultant and City, a copy of which is attached hereto as Exhibit "3", are $147,895.15.

1.3 City Charges. City's estimated charges for review and processing of the CEQA Document are $47,882.85.

1.4 Deposits. Applicant acknowledges that the City's estimated charges are estimates only and the actual costs may be higher. Applicant agrees to pay all Consultant charges and City charges even if those charges exceed the cost estimates provided in this Contract. To ensure timely payment and performance, Applicant shall deposit the Consultant's and City's estimated charges (Total Estimated Cost) with the City as follows:

1.4.1 Initial Deposit. Within ten (10) business days after the Effective Date of this Contract, Applicant shall deposit $97,889.00 with the City, being an amount equal to one half (1/2) of the Total Estimated Cost. Further, within thirty (30) business days after the Effective Date of this Contract, Applicant shall deposit with the City the remaining balance of the Total Estimated Cost, which is $97,889.00. Nothing in this section shall preclude the Applicant from depositing the full amount ten (10) business days after the Effective Date of this Contract.

1.4.2 Subsequent Deposits. Applicant shall be responsible for making subsequent deposits with City if necessary. At such time as the Initial Deposit is reduced to either ten percent (10%) of its original amount or $10,000, whichever is greater, City shall invoice the Applicant for a subsequent deposit in an amount determined to be sufficient by the City to complete the next logical phase of work on the CEQA Document. Applicant shall deposit the invoiced amount with City within ten (10) business days after receipt of such invoice.

1.4.3 Return of Excess Deposits. Any excess of the amount deposited over the actual cost incurred by City in connection with preparation of the CEQA Document shall be refunded by City to Applicant within 15 days from the date a Notice of Determination in connection with the subject proposed Project is filed with the County Clerk.

1.4.4 No Obligation for City to Complete. Applicant understands and agrees that City shall have no obligation complete the CEQA Document, consider the CEQA Documents for approval, or to pay or incur any costs related thereto, in the event the that Applicant fails to deposit the funds required under Article 1.0 of this Contract. In no event shall City have any responsibility to incur or pay any cost for the preparation and completion of the CEQA Document, or any other activities associated with public review, comment, and consideration (such as preparing, posting, and filing notices, circulating copies of the CEQA Documents, or reviewing and recommending the CEQA Document for approval), except to the extent that Applicant has provided the deposits and funds to pay for such activities as provided under this Contract.

1.5 Communication. Applicant hereby agrees that its officers, employees, contractors, agencies or other representatives shall not communicate with, or discuss any matters relating to the CEQA Document with the Consultant engaged by City to prepare the CEQA Document without prior approval from the Planning Director or his duly authorized representative. Applicant further agrees that all questions regarding scheduling, content, or distribution of the CEQA Document, or any related matters, shall be addressed to the City staff, not the Consultant. The purpose of this provision is to ensure that the CEQA Document prepared will be objective and prepared on behalf of the City, and not a document prepared for purposes of advocating approval of the private proposed project to which it relates.

1.6 Representations. Applicant understands and acknowledges that, although City shall use reasonable efforts to see that the CEQA Document is completed in compliance with the requirements of CEQA and the State CEQA Guidelines, City does not guarantee, warranty, or in any way represent that the CEQA Document will or would be found legally valid by a court of competent jurisdiction in the event of a legal challenge to the CEQA Document by any litigant, and no term of this Contract is intended to be, or shall be, construed to express or imply such guarantee, warranty, or representation. Applicant further understands and acknowledges that neither City's receipt of the amounts specified under this Contract from Applicant, nor any other term of this Contract, is intended to be, or shall be, construed to express or imply that City agrees or intends to assume or reimburse the cost of attorney's fees, or any other cost,

expense or obligation, that would be incurred in undertaking, in whole or in part, the legal defense to any lawsuit or other legal action challenging the validity of the CEQA Document by any litigant.

1.7 Peer Review. Applicant agrees to pay all costs associated with peer review of any document prepared in connection with the CEQA Document if a valid public controversy arises with respect to the CEQA Document. Peer review shall be conducted by the Applicant hiring an environmental consulting firm approved by the City to critique the adequacy of the CEQA Document (or any technical document pertaining thereto) so that the appropriate approval body can make an informed decision with respect to the environmental effects of the Project. For purposes of this section, a valid public controversy shall mean any of the following:

(1) submission of other differing scientific opinions with respect to the CEQA Document;

(2) submission of credible evidence in opposition to evidence contained within the CEQA Document;

(3) submission of additional credible information which was omitted from the CEQA Document.

Article 2.0 Consultants Obligations

2.1 Preparation of CEQA Document. Consultant shall prepare the CEQA Document identified in Recital C of this Contract. If an EIR is to be prepared as the CEQA Document, the Consultant shall prepare the administrative draft, draft and Final EIR and responses to comments.

2.2 Attendance at Public Hearings. The Consultant shall attend all public hearings in connection with the subject proposed Project.

2.3 City Documents. The City shall maintain ownership, custody and control over all documents prepared by Consultant including, but not limited to, all CEQA Documents.

2.4 Meetings. Both Applicant and Consultant agree not to hold meetings concerning the subject proposed Project without the City present.

Article 3.0 City Obligations

3.1 Review Materials. City shall review and analyze all materials submitted in connection with the CEQA Documents as timely as practicable under the circumstances. City shall timely notify and work with Consultant regarding changes or modifications to any CEQA Documents.

3.2 Coordinate Meetings of Parties. City shall use its best efforts to coordinate and arrange meetings between City, Consultant and Applicant from time to time as the need arises.

3.3 Submit to Approval Body. Upon the satisfactory completion of the CEQA Document and all other City application processing requirements, City shall submit the Project for a hearing to the appropriate approval body of the City.

Article 4.0 Indemnity

4.1 Indemnity. The Applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Article 5.0 General Provisions.

5.1 Attorney's Fees. In the event any action is instituted to enforce the terms of this Contract, including any action to recover damages, to obtain injunctive relief, or to appeal any judgment or order of the court, the prevailing party in such action shall be entitled to entry of judgment for an amount equal to its reasonable attorneys' fees, expert witness fees and costs, and costs of suit in addition to such other relief to which it may be entitled. The provisions of this subsection shall in no way limit the scope of either party's obligations under this Contract.

5.2 Assignment. This Contract and any and all rights, duties and obligations set forth herein shall not be assigned or transferred by any party.

5.3 Amendments. This Contract may be amended only by a document in writing and signed by each of the parties to this Contract.

5.4 Entire Agreement. This Contract contains the entire agreement and understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements oral or written, are merged herein, and shall be of no force or effect. California law shall govern the interpretation and enforcement of this Contract.

5.5 Severability. If any covenant, term or condition of this Contract or any application thereof shall be invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

5.6 Authority. The parties hereto warrant and represent that each has the legal right, power and authority to enter into this Contract and to perform all of its obligations hereunder and that the execution and delivery of this Contract have been duly authorized.

5.7 Effective Date of Contract. This Contract shall not become effective until the date it has been executed by the appropriate authorities of City, Consultant & Applicant.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the effective date set forth above.

"CITY"

City of Wildomar

By:

_____

Gary Nordquist, City Manager

"APPLICANT"

Strata Baxter, LLC

By:

_____

David Michan, Manager

“CONSULTANT”

LSA Associates, Inc.

By:

_____

Les Card, CEO

ATTEST:

_____

Debbie Lee, City Clerk

APPROVED AS TO FORM:

_____

Thomas D. Jex, City Attorney

EXHIBIT "1"

Tri-Party Contract for Consultant Services

Project Description

The Applicant (Strata Equity Group) is proposing the "Baxter Village Mixed-Use project (Planning Application No. 14-0002) consisting of the following development applications:

- Change of Zone (CZ): A proposal to change the current zoning designation of CPS (Scenic Highway Commercial – 32.2 net acres) to R-4 (Planned Residential Zone – 12.5 acres) to accommodate a proposed 67 single family residential development project, and to R-3 (General Residential – 11.3 acres) to accommodate a proposed 204-unit multi-family apartment project. The remaining 8.4 acres) will stay zoned C-P-S to accommodate the commercial/retail center.

- Tentative Tract Map (TTM 36674): A tentative tract map to subdivide the 32 acre project site into 81 lots as follows:

  - Single Family Residential Subarea – This subarea consists of a 71-lot single family residential development consisting of 4,500 square-foot minimum lot sizes (approximately 6 units/acre density).

  - Multi-Family Residential Subarea - The subarea consists of one (1) lot to accommodate the 204-unit multi-family apartment project (approximately 18 units/acre).

  - Commercial/Retail Subarea - This subarea consists of nine (9) lots to accommodate a 75,000 square feet of commercial/retail development (9 buildings).

- Plot Plan (PP): There are two (2) plot plans for the 32 acre project site consisting of the following:

  - Plot Plan No. 1 – This plot plan covers the 75,000 square-foot commercial/retail development subarea.

  - Plot Plan No. 2 - This plot plan covers the 204-unit multi-family apartment project site and related site development improvements (i.e., parking, landscaping, etc.).

- Environmental Impact Report (EIR): The proposed Baxter Village Mixed-Use project requires the preparation and processing of an EIR in accordance with CEQA Guidelines.

EXHIBIT “2”

Tri-Party Contract for Consultant Services
Consultant Proposal/Scope of Work

PROPOSAL FOR

ENVIRONMENTAL IMPACT REPORT
BAXTER VILLAGE MIXED USE PROJECT

CITY OF WILDOMAR

RIVERSIDE COUNTY, CALIFORNIA

LSA

July 10, 2014

Revised August 20, 2014

PROPOSAL FOR

ENVIRONMENTAL IMPACT REPORT
BAXTER VILLAGE MIXED USE PROJECT

CITY OF WILDOMAR

RIVERSIDE COUNTY, CALIFORNIA

Prepared for:

City of Wildomar
Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595
mbassi@cityofwildomar.org

Prepared by:

LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310

LSA Proposal No. ZZZ4038D1

LSA

July 10, 2014

Revised August 20, 2014

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July 10, 2014

City of Wildomar, Planning Department
Attn: Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

Subject: Proposal to Prepare an Environmental Impact Report for the Baxter Village Mixed Use Project in the City of Wildomar (LSA Proposal No. ZZZ4039D1)

Dear Mr. Bassi:

LSA Associates, Inc. (LSA) is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) for the Baxter Village Mixed Use Project in the City of Wildomar (City). We understand the City wishes to retain a qualified environmental consultant to assist with this work. It is clear from the City's Request for Proposal (RFP) dated June 16, 2014 that there is a desire to expedite processing of this project, but care must be exercised to ensure the documents and process will comply with the California Environmental Quality Act (CEQA). LSA has over 38 years of corporate experience with CEQA compliance documents for both public and private clients, including mixed use projects on major arterial roadways.

LSA can start immediately and have a Screencheck Draft EIR ready for City staff review within four months of authorization to proceed. To the degree practical, LSA will utilize information from recent environmental documents prepared within the City to minimize cost and delay on this project.

LSA has all the in-house staff and resources necessary to successfully complete this project (i.e., we will not be using any subconsultants). **Kent Norton, AICP**, one of our senior project managers with 36 years of CEQA compliance experience, will be the manager of this project as well. All of the professionals presented in our key personnel section will be available for work if we are selected for this project.

We look forward to working with the City on this project. Please contact Kent Norton (kent.norton@lsa-assoc.com) or me (lynn.hayes@lsa-assoc.com) at (951) 781-9310 if you have any questions concerning the proposal. As requested in the City's RFP, we hereby state that during the performance of this work (if awarded), LSA will not engage in any other professional relationship or representation that would create a conflict of interest with regard to environmental services for the City.

Sincerely,

LSA ASSOCIATES, INC.

Lynn Calvert-Hayes, AICP
Principal

I INTRODUCTION AND PROJECT UNDERSTANDING

LSA Associates, Inc. (LSA) is pleased to present this proposal to the City of Wildomar (City) to peer review technical studies and an Environmental Impact Report (EIR) for the Baxter Village Mixed Use Project. LSA understands this mixed (horizontal) project includes 75,000 square feet of retail commercial uses, 204 apartment units, and 67 small lot single-family residential units. The property is bounded by the I-15 Freeway on the east, the extension of Grove Street on the north, White Street on the west, and Baxter Road on the south. LSA will prepare an EIR to comply with the requirements of the California Environmental Quality Act (CEQA).

The project entitlements include a change of zone for 25 of the 36 acres from Scenic Highway Commercial (CPS) to Planned Residential (R-4) to accommodate the proposed residential uses, a Tentative Tract Map (TTM 36674), and a Plot Plan. For brevity, we will not repeat all the project information provided in the City's RFP issued on June 16, 2014, but rather focus on the information and issues that are most important in preparing a proposal that is responsive to the City's RFP. As suggested in the RFP, LSA proposes to peer review and prepare several technical studies in support of the EIR document and process.

LSA is a full-service environmental consulting firm with 38 years of experience in preparing and successfully processing documents to comply with CEQA. While we pride ourselves on our technical document preparation skills, we believe that the most important aspect of our overall service is our project management skills. On a daily basis, this translates into tracking and expediting documents through the steps necessary to successfully meet CEQA requirements in a timely manner.

LSA has extensive experience preparing detailed and comprehensive environmental documents for public and private projects, including small and mid-sized mixed use land development activities.

LSA has technical in-house expertise in several areas applicable to this project, including traffic, air quality, noise, greenhouse gases, and biology; therefore, we will not need to add any subconsultants to our team. We have selected the following team members to prepare an Initial Study for this project:

- Principal in Charge: Lynn Calvert-Hayes, AICP (peer review geotechnical);
- Project Manager: Kent Norton, AICP, REPA (peer review hazmat - Phase 1);
- Traffic: Ambarish Mukherjee, AICP (peer review);
- Air Quality/Greenhouse Gases: Ron Brugger (peer review);
- Noise: Tony Chung. Ph.D. (peer review);
- Cultural Resources: Rory Goodwin (peer review);
- Biological Resources: Maria Lum (peer review); and
- Water Quality: Nicole West (peer review).

The property is currently vacant, but it is possible local residents may not be supportive of this project given its existing open space characteristics and its proximity to existing residential uses. Therefore, the City needs an experienced consultant who can not only prepare a thorough CEQA document, but

who can also work effectively with City staff and involve the public and local neighbors in the CEQA process for this project. LSA has the corporate and individual experience necessary to accomplish these tasks successfully.

The site is proximate to several residential neighborhoods, so conversion of land use may represent a **general controversy** regarding this site. Local residents will naturally be concerned about loss of open space, change in views, traffic, noise, air quality impacts, and effects on wildlife and habitats associated with the project. LSA understands local residents may also be concerned about the overall development and its effect on their property values and quality of life.

We encourage the City to fully involve the developer to inform the public about their project as the CEQA process begins by holding a neighborhood meeting. Even with accurate project information, it is possible this project will be of concern to nearby residents, so LSA plans to conduct a scoping meeting using **"constructive disagreement"** techniques that will help obtain useful information even if the meeting is adversarial. Some agencies may also object to certain aspects of the proposed development (e.g., California Department of Fish and Wildlife).

A number of regulatory agencies will be concerned about **biological resources** on the site and in the surrounding area, and LSA has a number of biologists in house who will work with our environmental staff to provide a thorough evaluation of the many biological issues, including sensitive species and the various trees on the site.

Although the site is proximate to the I-15 Freeway and has direct access via Baxter Road, **traffic** will be an important local concern, especially on the small neighboring streets such as Grove Street, White Street, Orange Street, and Bundy Canyon Road. Per the City's RFP, LSA will peer review the traffic impact assessment to ensure the potential number of trips generated is accurate and a quantitative analysis of the impacts on local traffic has been provided to identify any conflicts with existing roads, driveways, or vehicular movement immediately around the project site (i.e., local circulation and emergency access).

LSA will peer review the air quality study to ensure the potential impacts of the project on the adjacent residential neighborhood in terms of **air pollutant emissions** using the methodologies recommended by the SCAQMD has been provided. Finally, current CEQA documents must contain a detailed assessment of **greenhouse gas emissions** and their potential influence related to global climate change. LSA has an in-house air quality group that stays on the cutting edge of the methodologies to evaluate these impacts effectively will peer review the greenhouse gas emission study. Short-term construction-related emissions may also be of concern to residents. Along with traffic, **noise** generated by construction and new vehicular sources will be of concern to local residents, especially those closest to the project along White Street and north and south of the project site. LSA has in-house personnel who can effectively evaluate the potential noise impacts of project construction and traffic on these local streets.

LSA and its team for this project have the experience necessary to successfully complete a **legally defensible** EIR for this project, while meeting the procedural needs of the CEQA process and effectively involving the public, public agencies, and special interest groups in the process.

Note: *the following scope of work includes all the items requested in the City's RFP, but we have organized them in chronological order to be more easily followed.*

II. SCOPE OF WORK

TASK 1.0: PROJECT INITIATION

Task 1.1: Project Kick-off Meeting

A project kick-off meeting will be held to ensure an orderly flow of project efforts. The meeting will be held with City staff, the project applicant, and other City team members as appropriate to:

- Establish a mutual understanding of the CEQA program objectives and key issues, explore community concerns regarding the proposed project, and discuss the 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 CEQA program;
- Refine the scope of work to be performed including related technical studies;
- Define protocols for requesting information of City staff and City team members;
- Refine the project schedule, establish protocols for product review and coordination with the City, and define project milestones and decision points;
- Obtain relevant plans, reports, ordinances, and studies applicable to the project;
- Obtain the City's mailing list for environmental documents; and
- Conduct a site visit with City staff and the applicant to see existing area conditions.

Prior to the kick-off meeting, LSA will identify its document and information needs to assist the City and the City team members in accumulating the background information necessary to initiate the program. These needs may include the following:

- Environmentally-related investigations of the site; and
- Reproducible or electronic copies of the site development plan or topographic map with property boundaries will be required prior to the start of our field investigation.

Task 1.2: Project Description

LSA will collaborate with the City, project applicant, and the City/project team members in defining the project description. LSA will draft a comprehensive project description based on the most recent information provided by City in addition to the project information provided by the applicant and its engineer or other team members. The project description will provide a detailed narrative of the proposed project, operational characteristics, and geographical setting as required by CEQA.

Additionally, LSA will visit the project site to establish an understanding of existing site conditions, the physical setting of the proposed project site, and the relationship between the project site and adjacent land uses.

Task 1.0 Deliverables: Attend a kickoff meeting and confirm the project objectives, scope of work and schedule, and a mutual understanding of the process and protocols that will be followed.

TASK 2.0: TECHNICAL STUDIES

Task 2.1: Peer Review of Existing Technical Studies

LSA will review the following technical studies that have already been or are being prepared for the project site:

- 2.1 Air Quality (Urban Crossroads 2014);
- 2.2 Biological Resources (PCR September 2013 and revised to a MSHCP Consistency Analysis June 2014);
- 2.3 Cultural Resources (Dave Brunzell/BCR Consulting 2014);
- 2.4 Greenhouse Gas Emissions Assessment (Urban Crossroads October 2013);
- 2.5 Hazardous Materials (Phase 1 by Hillmann Consulting September 2012);
- 2.6 Geotechnical Constraints (Landmark 2005 updated 2007);
- 2.7 Fault Study (GeoCon West, Inc. December 2012);
- 2.8 Hydrology and Drainage (JLC Engineering);
- 2.9 Noise Impact Assessment (Urban Crossroads 2014);
- 2.10 Traffic Impact Assessment (Urban Crossroads October 2013);
- 2.11 Water Supply Assessment; and
- 2.12 Water Quality Management Plan (JLC Engineering).

LSA will peer review the studies to determine if they contain sufficient information for the purposes of CEQA compliance and, if not, what additional information is needed. LSA will work with the applicant's engineer and City staff on geology, soils, grading, and drainage issues, so we have not included an engineer or hydrologist to prepare a separate report as part of this scope of work.

Task 2.1 Deliverables: A summary memo of the various technical studies and any deficiencies that are needed to complete the CEQA analysis.

Identify Needed Technical Studies

Based on the City's RFP and the anticipated scope of work, LSA has identified the following technical studies that will need to be prepared to support the analysis in the EIR document:

- Determination of Biologically Equivalent or Superior Preservation (DBESP).

2.2 Optional Task

Task 2.2.1 Determination of Biologically Equivalent or Superior Preservation (DBESP).

According to the Biological Resources Assessment and MSHCP Consistency Analysis (September 2013) prepared by PRC, approximately 0.46 acre of riparian habitat and 0.19 acre of riverine resources will be affected by the proposed project. The procedures in Section 6.1.2 of the MSHCP ensure that the functions and values of riparian/riverine and vernal pool habitats for associated Covered Species within the MSHCP Planning Area are maintained. Since riverine/riparian areas present on the site will be affected by the proposed project, a Determination of Biologically Equivalent of Superior Preservation (DBESP), including an analysis of functions and values of such areas, will be required. LSA will prepare a DBESP report that will serve to provide a finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures.

The DBESP will include the following information to be reviewed by the County of Riverside, CDFW, and USFWS.

- Definition of the project area;
- Project description, demonstrating why an avoidance alternative is not feasible;
- Biological information including biological resources map;
- Quantification of unavoidable impacts to riparian/riverine areas including direct and indirect effects; and
- Project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation differences, minimization, and compensation through restoration or enhancement.

This task includes up to two meetings with the MSHCP Regional Conservation Authority (RCA) and other involved regulatory agencies to ensure mitigation measures are consistent with the MSHCP and waters permitting requirements.

Task 2.2.2 Deliverables: Two hard copies and one electronic copy on CD-ROM of the DBESP.

Task 3.0: Notice of Preparation

If a lead agency has already determined that an EIR needs to be prepared for a particular project, State CEQA Guidelines Section 15060(d) allows it to dispense with the preparation of an Initial Study and move directly into preparing the EIR. To expedite the CEQA process for this project, LSA recommends the City **not** prepare an Initial Study but rather move right into EIR preparation. LSA will prepare the Notice of Preparation (NOP) to notify the State Clearinghouse, the general public, and local agencies that the City is preparing an EIR for this project.

Task 3.0 Deliverables: A comprehensive project description and NOP in electronic format plus two hard copies. 50 hard copies of the NOP for public distribution and transmittal to the State Clearinghouse, including mailing costs.

TASK 4.0: PUBLIC SCOPING MEETING

LSA will coordinate a public scoping meeting with City staff. The meeting will provide the public the opportunity to obtain project-related information, to express its concerns regarding potential environmental impacts of the proposed project, and to learn about the environmental process. LSA will solicit public input relative to the proposed project, explain the EIR process, and respond to questions related to the preparation and processing of the environmental document for the proposed development. The meeting will be targeted to local businesses, civic groups, the general public, responsible agencies, and local conservation groups.

The City will be required to schedule the time and location of the scoping meeting as well as to secure appropriate venue for the meeting, and notice the meeting in the local newspaper. It is anticipated that the date, place, and time for the scoping meeting will be included in the NOP, and the meeting will be scheduled during the 30-day NOP review period.

LSA will discuss with the City a wide range of options regarding public input and participation with pros and cons for each approach. LSA will also discuss ways to handle and present information with and to the public, including meetings and/or the City's website. LSA will conduct the meeting and take notes of all comments made at the meeting for use in the DEIR preparation and inclusion in the DEIR appendices.

Task 4.0 Deliverables: Handout materials for the meeting and notes from the meeting for the project file.

TASK 5.0: ADMINISTRATIVE DRAFT ENVIRONMENTAL IMPACT REPORT NO. 1 (ADEIR#1)

Task 5.1: Environmental Assessment

LSA will assemble all pertinent data provided by and/or commissioned by the project proponent and other sources. 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.

An assessment of the following environmental issues will be conducted as they relate to the proposed project, applicable City standards, and/or the standards of State and federal entities.

- Land Use and Planning
- Population and Housing
- Agriculture and Mineral Resources
- Hydrology and Water Quality
- Transportation and Circulation
- Biological Resources
- Aesthetics
- Utilities and Service Systems
- Air Quality
- Public Services
- Geologic and Soil Constraints
- Recreation
- Hazards and Hazardous Materials
- Noise
- Greenhouse Gases and Climate Change

Environmental Issues/Impacts. A number of potential impacts are expected to be less than significant (e.g., mineral resources and agriculture), but the EIR will focus on several key issues related to the location and type of project. It will be important to verify that local constraints such as faulting or flooding will not adversely affect the proposed mixed use project.

LSA will conduct a thorough assessment of sensitive vegetation and wildlife to ensure there will be no significant impacts from development. Air quality, dust, greenhouse gases, and noise will be assessed especially for construction-related impacts.

LSA will prepare a comprehensive Administrative Draft EIR (ADEIR) using the City's latest format and direction consistent with CEQA. The ADEIR will address the key environmental issues as they relate to the proposed project, applicable City standards, and/or the standards of State and federal entities.

Key EIR Issues. While all of these issues will be addressed to an appropriate level of detail, special attention will be given to potential impacts related to drainage and biological resources as well as to traffic, air quality, and noise impacts on local residences.

- **Grading/Geology.** LSA will carefully review the proposed grading in light of regional faults and our review of the existing geotechnical report.
- **Biological Resources.** The site contains many trees that may represent important biological resources, as well as potential habitat for sensitive species listed by State and federal agencies. Even species that are not listed but considered sensitive or important will be considered during the analysis of vegetation and related animal species. LSA is also proposing an optional jurisdictional delineation and DBESP report to facilitate project processing. LSA will then evaluate potential direct and indirect impacts of the proposed development on these resources.
- **Hydrology/Water Quality.** Resource agencies will be concerned about drainage and water quality impacts since this is the sensitive Murrieta Creek drainage under the jurisdiction of the San Diego Water Quality Control Board. LSA will use the project hydrology and water quality reports as a guide to evaluate potential water-related impacts.
- **Traffic/Noise.** Using the project traffic study, LSA will evaluate potential traffic and circulation impacts of the project on surrounding roadways and intersections. LSA will also evaluate any localized access issues that may be raised at the scoping meeting by local residents that may not be addressed in the project traffic study. Based on the project traffic and noise studies, LSA will evaluate potential impacts on local residents/residences from construction and project-related traffic.
- **Air Quality.** Local residents may be concerned about dust during grading, and LSA will also evaluate the full spectrum of potential air pollutant issues related to the proposed development, including greenhouse gases, and recommend appropriate mitigation.

Task 5.2: Administrative Draft EIR No. 1

LSA will examine all issues 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 will be created by the proposed project based on established thresholds of significance. In addition, a discussion of implementable mitigation measures that can be monitored effectively during development and operations of the proposed project will be included for each issue.

In addition to these issues, the following CEQA-mandated topics will be addressed:

- Any significant irreversible environmental changes that would be involved in the proposed action should it be implemented;
- Unavoidable adverse impacts;
- Cumulative impacts of the proposed project;
- Consistency of the proposed project with Regional Plans;
- Potential growth-inducing aspects of the project; and
- Identification of potential alternatives to the proposed project. Up to three alternatives, in addition to the "No Project–No Build" alternative, will be evaluated. The scope of the alternatives will be developed in consultation with the City. The evaluation of alternatives will provide a comparative analysis of alternatives to the proposed project.

The ADEIR will incorporate relevant data from City planning and environmental documents, site-specific technical studies, applicant-provided materials, and publically available data. The EIR will address relevant comments received during the NOP period and public scoping meeting. These work efforts will be compiled into an ADEIR, along with analysis of topical issues required by CEQA, Executive Summary, Introduction, Project Description, and Alternatives.

The EIR will identify any impact that cannot be reduced to a less than significant level. LSA will prepare the ADEIR#1 for review by the City. The City will combine its comments into a single document, providing specific and non-contradictory comments. LSA will revise the document as necessary to address City comments. This scope and cost estimate anticipates one (1) round of City review of the ADEIR#1. Additional rounds of review of the ADEIR by the City and City Project team members can be conducted under an augment to LSA's cost estimate.

During preparation of the ADEIR#1, LSA will discuss any potentially significant impacts with City staff and identify any modifications to the project characteristics or alternatives that could reduce potential impacts to less than significant levels. This assessment will be based on the many years of experience our project manager has in evaluating projects and developing mitigation measures. This work will occur prior to completing the ADEIR#1 document so the City and project applicant can assess the progress of the CEQA process.

Task 5.0 Deliverables: One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#1. Two hard copies, one electronic copy as a pdf file, and one electronic copy in Word format (to show corrections).

Task 6.0: Administrative Draft EIR No. 2 (ADEIR#2)

Upon receipt of a consolidated and non-contradictory set of comments from City staff on ADEIR#1, LSA will revise the document as appropriate. After any required revisions have been incorporated into the document, LSA will prepare the Draft EIR for public review. This scope and budget assumes one (1) round of review and revision by the City. Additional rounds of review may be conducted under an augment to this scope and budget.

Task 6.0 Deliverables: One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#2. Two hard copies, one electronic copy as a pdf file, and one electronic copy in Word format (to show corrections).

Task 7.0: Draft EIR

Task 7.1: Prepare DEIR for Public Review

Upon receipt of a consolidated and non-contradictory set of comments from City staff on the ADEIR#2 (Task 6.0), LSA will prepare a "Public Review Draft EIR" document as appropriate. LSA will be responsible for the duplication and distribution of the EIR, as well for providing notice of the availability of the EIR in local newspaper(s), and for filing the necessary notices with the Riverside County Clerk.

Important Note. *To expedite the schedule, LSA proposes to meet with City staff to review document corrections in real time to limit changes to one review cycle. This procedure worked well on a recent LSA project in the City of San Gabriel and cut 4 weeks off the typical review/revision time.*

Task 7.2: Notice of Completion

LSA will prepare the Notice of Completion (NOC) to accompany the required copies of 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 in the manner required under CEQA and/or other applicable regulations. LSA will utilize the most recent distribution list compiled and provided by the City.

Task 7.3: Circulate DEIR for Public Review

The Draft EIR will be distributed to agencies and the public within one week of receiving approval of the DEIR (see Task 7.1) by the City. The technical appendices to the Draft EIR will be provided on CD-ROM as PDF files along with the hard copies of the Draft EIR.

Task 7.0 Deliverables: Two hard copies of the Draft EIR plus one PDF and one Word version on CD-ROM of the DEIR, technical appendices, and NOA will be provided to the City for final review, then 20 CDs and 20 hard copies (comb bound) of the DEIR and 2 hard copies of the EIR appendices will be provided for public distribution.

Task 8.0: Final EIR

Task 8.1: Response to Comments

Upon close of the public review period, LSA will prepare responses to public and agency comments received regarding the Draft EIR. This scope and cost estimate assumes up to forty (40) hours of staff time will be required for this task. Work efforts related to this task in excess of the time identified this scope and cost estimate will be billed on a time/materials basis. As necessary, LSA will formulate responses to the comments received on the Draft EIR within two weeks of receipt of a complete set of comments received during the public review period. Once draft responses to comments are completed, they will be submitted to the City for review and comment.

Task 8.2: Mitigation Monitoring and Reporting Plan (MMRP)

Prior to the City Planning Commission hearing on the project and the EIR, LSA will prepare an MMRP to assist the City in implementing the mitigation measures contained 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 the schedule for implementation. The MMRP will be included as an appendix to the Final EIR.

Task 8.3: 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, letters of comments and responses regarding the Draft EIR, and the MMRP.

To facilitate review of the Final EIR, revisions made subsequent to the public review of the document will be depicted utilizing underline/~~strikeout~~ (strikeout) text. The Administrative Final EIR will be submitted to the City for one round of review and comment. A round of comments refers to a group of comments from City departments, including the City Attorney, received at the same time.

Task 8.4: 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) summarizing the findings and mitigation measures contained in the Final EIR. The draft Facts, Findings, and SOC will be prepared and submitted to the City for one round of review. A round of comments refers to a group of comments from City departments, including the City Attorney, received at the same time. After the round of comments, the draft Facts, Findings, and SOC will be revised and delivered to the City in electronic format in Microsoft Word for use by legal counsel and finalization by the City.

Task 8.5: Final EIR

The Administrative Final EIR will be revised per City staff comments and compiled into a Final EIR prior to public hearings on the project and EIR.

Task 8.0 Deliverables: One (1) hard copy and three (3) copies on CD-ROM of the Administrative Final EIR for one round of City review and comment. Prepare for the City one (1) photo-ready set of originals. Preparation of draft Facts, Findings, and Statement of Overriding Considerations to be delivered to the City electronically in Microsoft Word format for use by legal counsel and finalization, one (1) photo-ready set of originals, 20 hard copy and 20 CD-ROM copies in Word format of the Final EIR.

Task 9.0: Meetings

Task 9.1: Progress Meetings

LSA will attend two (2) meetings with the City during the course of the preparation and finalization of the EIR, not including a community scoping meeting or public hearings (see Tasks 4.0, 8.2, and

8.3). LSA can also provide project updates via email as needed or requested in between progress meetings.

LSA will also attend biweekly conference call meetings with the City to update the City on the status of the environmental documentation, schedule and budget. We are assuming the project will take approximately 11 months to complete, therefore, we have budgeted 20 biweekly conference calls.

Task 9.2: Neighborhood Meeting

LSA will attend a neighborhood meeting early in the planning process. The neighborhood meeting will be conducted by the City and LSA's role will be to answer, as appropriate, any environmentally related questions on the project and process.

Task 9.3: Public Meeting to Take Comments on the Draft EIR

LSA will attend one (1) meeting with the public to take comments on the Draft EIR during the 45-day public review period on the Draft EIR. It will be the City's responsibility to set the date and venue for the meeting.

Task 9.4: Planning Commission

LSA will attend up to two (2) meetings or hearings of the Planning Commission to consider the EIR and action on the proposed project. The City's RFP indicates one of these meetings will be during the public review period of the Draft EIR. If requested, LSA will make presentations explaining the content, findings, and determinations of the EIR, and will respond to relevant comments raised during public hearings. LSA will also prepare a memorandum summarizing any comments received after the close of the public review period but before the Commission hearings.

Task 9.5: City Council

LSA will attend up to one (2) meetings or hearing of the City Council to consider approval of the EIR and action on the proposed project. If requested, LSA will make presentations explaining the content, findings, and determinations of the EIR, and will respond to relevant comments raised during public hearings.

Task 9.0 Deliverables: Notes from progress meetings for project file, plus email updates as necessary or requested. Attendance at biweekly conference calls with the City to provide status updates, one (1) neighborhood meeting, one (1) meeting to obtain comments on the Draft EIR during the public review period and attendance at up to two (2) public hearings each with the City Planning Commission and/or City Council on the EIR and appropriate action on the project.

Task 10.0: Notice of Determination

Upon adoption of the Final EIR, 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 pay appropriate filing fees with the County Clerk. It should be noted that failure to file the NOD within five 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 project proponent to pay any applicable CDFW filing fees. The NOD will be submitted to the City electronically.

Task 10.0 Deliverables: Preparation and submittal of one e-file of the NOD electronically to the City.

Task 11.0: Project Administration/Project Management

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

Task 11.0 Deliverables: Progress notes, schedule updates, etc. as LSA manages and coordinates the CEQA process for this project.

Summary of Deliverables

The following table summarizes the task outputs and products for ease of reference.

Task	Deliverables
1.0: Project Initiation	Attend a kickoff meeting and confirm the project objectives, scope of work and schedule, and a mutual understanding of the process and protocols that will be followed.
2.0: Technical Studies	A summary peer review memo of the various technical studies and any deficiencies that are needed to complete the CEQA analysis. Two hard copies and electronic copy of each new optional technical study for City review and comment, then one final hard copy of so desired by the City.
3.0: Notice of Preparation	A comprehensive project description and NOP in electronic format plus two hard copies. 50 hard copies of the NOP for public distribution and transmittal to the State Clearinghouse, including mailing costs.
4.0: Public Scoping Meeting	Handout materials for the meeting and notes from the meeting for project file.
5.0: Administrative Draft EIR No. 1	One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#1. Two hard copies, one electronic copy as a pdf file, and one electronic copy in Word format (to show corrections).
6.0: Administrative Draft EIR No. 2	One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#2. Two hard copies, one electronic copy as a pdf file, and one electronic copy in Word format (to show corrections).
7.0: Draft EIR	Two hard copies of the Draft EIR plus one PDF and one Word version on CD-ROM of the DEIR, technical appendices, and NOA will be provided to the City for final review, then 20 CDs and 20 hard copies (comb bound) of the DEIR and 2 hard copies of the EIR appendices will be provided for public distribution.
8.0: Final EIR	One (1) hard copy and three (3) copies on CD-ROM of the Administrative Final EIR for one round of City review and comment. Prepare for the City one (1) photo-ready set of originals. Preparation of draft Facts, Findings, and Statement of Overriding Considerations to be delivered to the City electronically in Microsoft Word format for use by legal counsel and finalization, one (1) photo-ready set of originals, 20 hard copy and 20 CD-ROM copies in Word format of the Final EIR. Preparation and submittal of one e-file of the NOD electronically to the City.

Task	Deliverables
9.0 Meetings	Notes from progress meetings for project file, plus email updates as necessary or requested. Attendance at biweekly conference calls with the City to provide status updates, one (1) neighborhood meeting, one (1) meeting to obtain comments on the Draft EIR during the public review period and attendance at up to two (2) public hearings each with the City Planning Commission and/or City Council on the EIR and appropriate action on the project.
10.0 Notice of Determination	Preparation and submittal of one e-file of the NOD electronically to the City.
11.0: Project Administration/Management	Progress notes, schedule updates, etc. as LSA manages and coordinates the CEQA process for this project.

III. SCHEDULE

LSA anticipates the Draft EIR for this project can be completed in approximately **eleven (11) months** assuming the technical studies are ready for review upon authorization to proceed. The following table provides estimated time frames for each task outlined in the scope of work, but these can be adjusted as necessary per discussion with the City and project proponent. The schedule will be revised when LSA receives the actual Authorization to Proceed.

Task	Time	Schedule[1]
Authorization to Proceed	—	August 28, 2014
Task 1.0: Project Initiation		
1.1 Kick-off Meeting	1 day	September 1
1.2 Project Description	3 days	September 4
Task 2.0: Technical Studies[1]		
2.1 Peer Review Studies 2.2 Prepare New Study (optional)	2 weeks 6 weeks	September 14 October 9
Task 3.0: Initial Study /NOP		
3.1 Notice of Preparation Public Review Period	1 week 30 days	September 21 October 21
Task 4.0: Public Scoping Meeting		
4.1 Meeting	1 day	Early October
Task 5.0: Admin. Draft EIR No.1		
5.1 Env. Assessment	60 days	Mid-November
5.2 Admin DEIR No. 1 City staff review	2 weeks 4 weeks	December 1 January 5, 2015
Task 6.0: Admin. Draft EIR No. 2		
6.1 Revised Draft EIR City staff review	1 week 2 weeks	January 12 January 28
Task 7.0: Draft EIR		
7.1 Finalize Draft EIR City staff review Public Review Period	1 week 1 week 45 days	February 3 February 10 March 27
Task 8.0: Final EIR		
8.1 Response to Comments	3 weeks	April 15
8.2 Mitigation Monitoring Plan	1 week	April 15
8.3 Admin. Final EIR City staff review	1 week 2 weeks	April 15 April 30
8.4 Findings and SOC City staff review	1 week 2 weeks	April 15 April 30
8.5 Final EIR	1 week	May 5

Task	Time	Schedule[1]
Task 9.0: Meetings		
9.1 Progress Meetings	—	As Needed
9.2 Biweekly Status Meetings	15 - 30 minutes each	Biweekly
9.3 Neighborhood Meeting		As Needed
9.4 Public Meeting to Take Comments on the Draft EIR	1 day	March
9.5 Planning Commission Hearing	2 days	May and June
9.6 City Council Hearings	2 days	June and July
Task 10.0: Notice of Determination		
10.1 Notice of Determination	1 day	Mid-July
Task 11.0: Project Admin/Management		
11.1 Project Management	Ongoing	Ongoing
TOTAL	**11 months**	**Mid July 2015**

[1] Assumes technical studies are ready upon authorization to proceed although recommended studies may still be in process.

IV. COST ESTIMATE

LSA proposes to complete the tasks outlined in the Scope of Work for a not-to-exceed amount of **$147,895** including reimbursables to prepare and process the EIR for the project (Tasks 1–11). The following table summarizes the costs for each task, while a copy of our hourly rate schedule (Appendix A). Note that the hourly rates shown in the attached hourly rate schedule is part of our cost quote and would be used for any extra work incurred that is not part of the proposed scope of work. Also note a detailed list of LSA staff assignments/hours is included in Appendix A.

Task	Hours[1]	Cost ($)	Percent (%)
Task 1.0: Project Initiation			
Kick-off Meeting and Project Description	41	5,045	3.6
Task 2.0: Technical Studies[1]			
Peer Review Studies	93	12,634	9.3
Task 3.0: Notice of Preparation			
Notice of Preparation	13	1,290	0.9
Task 4.0: Public Scoping Meeting			
Meeting	6	750	0.5
Task 5.0: Admin. Draft EIR No. 1			
Env. Assessment & ADEIR No. 1	465	63,030	40.8
Task 6.0: Admin Draft EIR No. 2			
Revised Draft EIR	114	13,840	10.0
Task 7.0: Draft EIR			
Finalize Draft EIR	73	8,325	6.0
Task 8.0: Final EIR			
RTC, MMRP, Admin FEIR, Findings, and SOC, and Final EIR	118	14,110	10.2
Task 9.0: Meetings			
Progress Meetings, Neighborhood, PC, and CC	60	11,040	6.5
Task 10.0: Project Certification			
Notice of Determination	5	574	0.4
Task 11.0: Project Admin/Management			
Project Management	24	4,020	2.9
TOTAL REIMBURSEABLES[2]		**13,235**	**8.9**
TOTAL COST	**981**	**147,895**	**100%**

1 Breakdown of staff hours included in Appendix A
2 Includes mileage, postage, printing, etc.

Optional Tasks	Hours[1]	Cost ($)	Percent (%)
Task 2.21: DBESP			
Preparation of the DBESP	58	6,750	100
TOTAL REIMBURSEABLES[2]		**584**	
TOTAL COST		**$7,334**	**100%**

1. Breakdown of staff hours included in Appendix A
2. Includes mileage, postage, printing, etc.

NOTE: Prior to exceeding the approved budget, LSA shall seek and obtain written approval from the City before such costs are incurred.

Assumptions for Cost Estimate

The cost estimate is based on the specifications listed below.

- The cost estimate provides for one cycle of review of each Administrative Draft EIR No.1 & 2 by the City. Additional cycles of review can be accommodated through an augment to this scope and budget.
- This scope and cost estimate does not include the preparation or review of technical studies not specifically identified in the City's RFP. All technical studies will be provided at the commencement of the EIR work effort. LSA's scope of work and cost estimate does not include LSA reviewing for technical adequacy or any revisions to any other technical studies. It is anticipated that technical studies will be revised to fully incorporate any review comments identified by the City staff and will sufficiently provide the data necessary for use for CEQA analysis.
- Additional project team meetings and public hearings over and above those specified in this proposal can be attended by LSA staff as required. The cost of attending any such meeting shall be based on the schedule of fees in effect at the time of the meeting.
- The cost proposal is based on hourly labor rates and material cost markups for LSA provided above. Any agreed-upon out-of-scope costs and additional work will be based on the Schedule of Fees effective at the time of additional work is requested.
- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by City needs and other circumstances. LSA will endeavor to perform the services and accomplish the objectives within the estimated costs and schedule; however, if the scope of work or schedule changes, LSA reserves the right to revise our scope of work and cost estimates accordingly.
- The City will provide LSA with copies of relevant documentation relating to the physical or other conditions concerning the project site within five working days after LSA has received authorization to proceed. It is assumed that LSA can use and rely on the information contained in these documents. While LSA will review these documents to determine if they are adequate to use in the CEQA process, we will not be responsible for the content or accuracy of these studies.
- LSA will assist the City in mailing the Notice of Availability to the public. LSA will work with the City to develop an appropriate mailing list. Although LSA will assist in preparing the text of

the notices, it will be the responsibility of the City to comply with all filing and noticing requirements associated with the Notice of Availability, Notice of Determination, and payment of applicable fees to the County of Riverside.

- The City will provide detailed site plan maps, if available. The maps will show topography and boundaries at an appropriate scale for inclusion into the EIR.
- The cost estimate is valid for a period of 90 calendar days from the proposal due date. Beyond 90 days, LSA reserves the right to reevaluate the estimated costs and scope of work.
- The cost for issuing invoices in our standard format. Any requests for special invoicing requirements such as a change in format, inclusions of backup, or other requirements will be billed as an approved augment to the contract on a time-and-materials basis. Unless otherwise specified, LSA expects payment within 30 days of submitting invoices based on percent completion of tasks in progress, after approval by City staff.

VI KEY PERSONNEL

LSA proposes to use the individuals identified in its on-call Statement of Qualifications materials submitted previously with the exception of Ambarish Mukherjee (his resume is provided in Appendix B). As of the date of project initiation, our project members will have the following availability:

- Principal in Charge: Lynn Calvert-Hayes, AICP (peer review geotechnical)
  Will be 50% available after September 1, 2014 through project completion
- Project Manager: Kent Norton, AICP, REPA (peer review hazmat – Phase I)
  Will be 67% available after September 1, 2014 through project completion
- Traffic: Ambarish Mukherjee, AICP, EIT (peer review)
  Will be 40% available after September 1, 2014 through project completion
- Air Quality/Greenhouse Gases: Ron Brugger (peer review)
  Will be 25% available after September 1, 2014 through project completion
- Noise: Tony Chung. Ph.D. (new optional noise study)
  Will be 35% available after September 1, 2014 through project completion
- Cultural Resources: Rory Goodwin (peer review)
  Will be 50% available after September 1, 2014 through project completion
- Biological Resources: Maria Lum (peer review and optional Jurisdictional Delineation and DBESP)
  Will be 40% available after September 1, 2014 through project completion
- Water Quality: Nicole West (peer review)
  Will be 67% available after September 1, 2014 through project completion

BAXTER VILLAGE MIXED USE
PROJECT EIR COSTS
LSA Associates, Inc.

Phases/Tasks | Hourly Rate -->	Principal In Charge	Associate/Senior Planner	Sr Envir Planner	Envir Planner	Assitant Envir Planner	Associate Trans Planner	Biologist (Principal)	Biologist (Associate)	Biologist (Associate)	Senior Biologist	Sr. Cult Res Mg	Sr. Cult Res Mg	Cult Res Mg	Principal (Air/Noise)	Sr Air Qu Specialist	Sr Noise Specialist	Sr Noise Specialist	Editing/Word Processing	GIS/Graphics	Office Assistant	Total Hours	Mileage (per mile)	Printing (average/pg.)	Certified Mailing (average/item)	CD-ROMs (each)	Overnight Delivery (average/item)	Total Direct Costs	Total Subconsultant	Total Cost
	$205	$175	$120	$110	$90	$140	$220	$115	$135	$115	$120	$100	$85	$205	$130	$130	$125	$105	$100	$75		$0.56	$0.33	$7.50	$5.00	$15.00			
1.0 Project Initiation																													
1.1 Project Kick-off	4	4		4	4													1		1	18	75					$42.00		$2,542.00
1.2 Project Description		4		4	8													2	4	1	23						$0.00		$2,545.00
2.0 Peer Review of Technical Studies																													
2.1 Air Quality														2	4	4		2			12		1				$0.33		$1,660.33
2.2 Biological Resources							1	3	5	2											11	200	1				$112.33		$1,582.33
2.3 Cultural Resources											2	2	6								10		1				$0.33		$950.33
2.4 Greenhouse Gas Emissions Assessment														2	4	4					10		1				$0.33		$1,450.33
2.5 Geology	4																				4		1				$0.33		$820.33
2.6 Fault Study	4																				4		1				$0.33		$820.33
2.7 Hazardous Materials		5																			5		1				$0.33		$875.33
2.8 Hydrology and Drainage			8																		8		1				$0.33		$960.33
2.9 Noise																5	4				9		1				$0.33		$1,150.33
2.10 Traffic						8															8		1				$0.33		$1,120.33
2.11 & 2.12 WSA/Water Quality Management Plan			4	8																	12		1				$0.33		$1,360.33
3.0 NOP																					0								
3.1 NOP		1		2	6													1	1	2	13		150	50	2	5	$509.50		$1,799.50
4.0 Public Scoping Meeting		2		2	2																6	75	100				$75.00		$825.00
5.0 Administrative Draft EIR #1																													
Executive Summary	1	4		6	6													2		4	23						$0.00		$2,615.00
Introduction	1	2		4	4													1			12						$0.00		$1,460.00
Project Description	2	4		4	4													2	4		20						$0.00		$2,520.00
Assumptions and Methodology	1	1		2	1													1			6						$0.00		$795.00
Aesthetics	2	4		4	8													2	4		24						$0.00		$2,880.00
Agriculture	2	3		4	4													2	2		17						$0.00		$2,145.00
Air Quality	2	6			8									3				4			23						$0.00		$3,215.00
Biological Resources	8	6			8		4											4	2		32						$0.00		$4,910.00
Cultural Resources	4	4			6						4							3			21						$0.00		$2,855.00
Geology and Soils	4	4			6													2	2		18						$0.00		$2,470.00
Greenhouse Gas Emissions	8	4			6													2			20						$0.00		$3,090.00
Hazardous Materials and Hazards	4	4			4													2	2		16						$0.00		$2,290.00
Hydrology, Drainage and Water Quality	4	4		4	8													4	2		26						$0.00		$3,300.00
Land Use	4	5			6													2	2		19						$0.00		$2,645.00
Mineral Resources	2	3			4													1			10						$0.00		$1,400.00
Noise	4	4			6											3		4			21						$0.00		$2,870.00
Population and Housing	4	3			4													2			13						$0.00		$1,915.00
Public Services	4	4		4	6													2			20						$0.00		$2,710.00
Recreation	4	2			4													2			12						$0.00		$1,740.00
Traffic	8	8		4	12	4												4	2		42						$0.00		$5,740.00
Utilities	2	6		4	4													2			18						$0.00		$2,470.00
Other CEQA Topics	1	4			3													1			9						$0.00		$1,280.00
Alterantives	4	14			16													4	2		40						$0.00		$5,330.00
References & Acronyms		1																2			3		2,000		5	1	$700.00		$1,085.00
6.0 ADEIR #2	12	24		2	36													24		16	114		2,000		5	1	$700.00		$14,540.00
7.0 Draft EIR	5	12		2	30													16		8	73		15,000	25	20	10	$5,387.50		$13,712.50
8.0 Final EIR																													
8.1 Response to Comments	2	8		6	30	4	2				2			2				4	4	10	74						$0.00		$8,390.00
8.2 Mitigation Monitoring Plan	1	2		2	4																9						$0.00		$1,135.00
8.3 Administrative Final EIR	1	2		4	4																11		5,000		5	1	$1,690.00		$3,045.00
8.4 Findings and SOC	2	2		2	12																18						$0.00		$2,060.00
8.5 Final EIR	4	2																			6		10,000		20	1	$3,415.00		$4,585.00
9.0 Meetings																													
9.1 Team Meetings	4	8																			12	300					$168		$2,388.00
9.2 Biweekly Status Meetings		10																			10	150					$84		$1,834.00
9.3 Neighborhood Meeting	2	4																			6	150					$84		$1,194.00
9.4 DEIR Meeting during Public Review	4	4																			8	150					$84		$1,604.00
9.5 Planning Commission Hearings	4	8																			12	150					$84		$2,304.00
9.6 City Council Hearings	4	8																			12	150					$84		$2,304.00
10.0 Project Certification (NOD)		1		2	2																5	20	4				$13		$587.52
11.0 Project Administration/Project Managemen	4	16		2	2																24						$0		$4,020.00
TOTAL HOURS	141	231	12	82	278	16	7	3	5	2	8	2	6	9	8	16	4	107	33	42	1012								
TOTAL COST	$28,905	$40,425	$1,440	$9,020	$25,020	$2,240	$1,540	$345	$675	$230	$960	$200	$510	$1,845	$1,040	$2,080	$500	$11,235	$3,300	$3,150							$13,235.15	$0.00	$147,895.15
LSA LABOR																													$134,660.00
LSA DIRECT COSTS																													$13,235.15
SUBCONSULTANTS																													$0.00
TOTAL BUDGET ESTIMATE **																													**$147,895.15**

Note** LSA reserves the right to move money between tasks in the budget. The Total Budget estimate is a Not to Exceed Budget.

Reimburseables are a best guess and will be billed on the actual cost to LSA.

CONFIDENTIAL

APPENDIX B

RÉSUMÉ

AMBARISH MUKHERJEE, AICP, EIT

ASSOCIATE/SENIOR TRANSPORTATION PLANNER

EXPERTISE

Traffic Impact Studies

Pedestrian & Bicycle Planning

Transit Routing

Goods Movement

Transportation Funds & Grants Management

GIS Analysis

Statistical & Analytical Research.

Land Use and Transportation Modeling

Advanced Data Analysis

Intelligent Transportation Systems

EDUCATION

University of Texas at Arlington, Texas. Master of City and Regional Planning with concentration in Transportation and Land Use Planning, and GIS. 2003–2005.

- Recipient of the prestigious Graduate Dean's Fellowship for the entire period of study.
- Graduate Certificate in Geographic Information System.

PROFESSIONAL RESPONSIBILITIES

As an Associate and Senior Transportation Planner at LSA's Riverside office, Mr. Mukherjee conducts traffic studies and Traffic Impact Analyses (TIAs) for a wide variety of large and small projects including residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans.

PROJECT EXPERIENCE

Residential Projects

Desert Rose Townhomes
City of Desert Hot Springs, Riverside County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of the Desert Rose Townhomes, in the City of Desert Hot Springs in Riverside County. The project consisted of 194 dwelling units located on the northwest corner of Verbena Drive and Climbing Rose Way and the TIA included the analysis of seven intersections and project driveways.

Tentative Tract Map 17230
City of Adelanto, San Bernardino County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of Tentative Tract 17230 in the City of Adelanto. The project was located on the east side of Koala Road, south of Seneca Road and included the development of 261 single-family houses on approximately 67 acres. The TIA included the analysis of 11 intersections and project driveways.

Mixed-Use Projects

Citrus Industrial District
City of Upland, San Bernardino County, California
Mr. Mukherjee coordinated in the preparation of the TIA to assess the potential circulation impacts associated with the proposed development of the Citrus Industrial District mixed-use project located on the north side of Eighth Street, east of Euclid Avenue, and west of Campus Avenue. It consisted of 732 residential condominiums and 29,000 square feet of commercial space to be built in two phases. The TIA included the analysis of 14 intersections.

Rancho Workforce Housing
City of Rancho Cucamonga, San Bernardino County, California
Mr. Mukherjee conducted the traffic study to assess the potential circulation impacts associated with the proposed development of the

EDUCATION (CONTINUED)

Indian Institute of Technology, Kharagpur, India. Bachelor of Architecture (Honors). 1998–2003.

Continuing Education

Dowling Associates, Inc., Oakland: Traffix Software Training, December 2007.

University of California Extension, Berkeley, Basic SYNCHRO and SimTraffic: Tools for Traffic Signal Timing, September 2007.

University of California Extension, Berkeley, Fundamentals of Signal Timing and Operations, March 2007.

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners (AICP): Membership Number 023158

American Planning Association (APA)

Institute of Transportation Engineers (ITE)

Engineer-in-Training (California)

PROFESSIONAL EXPERIENCE

Associate. LSA Associates, Inc., Riverside. California. 2006–present.

Service Planner I. Fort Worth Transportation Authority, Fort Worth, Texas. 2005.

Graduate Research Assistant. School of Urban and Public Affairs, University of Texas at Arlington. 2003–2004.

PROJECT EXPERIENCE (CONTINUED)

Rancho Workforce Housing mixed-use project. The western part of the project consisted of 16,000 square feet of retail space, a 5,000-square foot restaurant, and 25,000 square feet of office space, located on the northeast corner of Hermosa Avenue and Foothill Boulevard. The eastern part of the project consisted of 166 apartment units and will be located on the northwest corner of Center Street and Foothill Boulevard. The TIA included the analysis of 12 intersections.

Commercial/Office Projects

Perris Marketplace
City of Perris, Riverside County, California
Mr. Mukherjee conducted the traffic study to evaluate the potential traffic impacts associated with the proposed development of an approximately 520,000-square foot retail center, which included a Wal-Mart Supercenter, in the City of Perris in Riverside County. The project site was located north of Nuevo Road and west of Perris Boulevard (north of the existing Perris Plaza). The TIA included the analysis of 20 intersections and project driveways.

Adelanto Towne Center
City of Adelanto, San Bernardino County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of Adelanto Towne Center. The project consisted of approximately 606,000 square feet of retail uses, which included a 183,600-square foot Target store on a site located on the southwest corner of the intersection of U.S. Highway 395 and Mojave Drive. The project was proposed to be completed in two phases and the TIA included the analysis of 46 intersections.

Redlands Office Building
City of Redlands, San Bernardino County, California
Mr. Mukherjee prepared this traffic study to assess the potential circulation impacts associated with a proposed office building in the City of Redlands. The proposed building was approximately 8,000 square feet in area and located on the north side of Plum Lane.

Circulation Analysis/Roadway Improvement

Needles Highway
San Bernardino County, California
Mr. Mukherjee conducted the traffic analysis performed to assess the impacts on traffic conditions of proposed improvements on Needles

PROFESSIONAL EXPERIENCE (CONTINUED)

Architecture Intern. Raj Rewal and Associates, New Delhi, India. 2002.

PROJECT EXPERIENCE (CONTINUED)

Highway. The project is located along Needles Highway, between Interstate 40 and the California-Nevada State line.

Altman Office Building Circulation Analysis
Cathedral City, Riverside County, California
Mr. Mukherjee evaluated site access and ingress/egress issues related to the proposed construction of a 6,414-square foot office building located at the northwest corner of Cathedral Canyon Drive and Dinah Shore Drive.

Specific Plans/General Plans

Butterfield Specific Plan
City of Banning, Riverside County, California
Mr. Mukherjee prepared the initial study and constraints analysis, which included the analysis of three design alternatives and three roadway network alternatives. The final TIA included the analysis of 50 intersections and project driveways. An analysis of freeway mainline levels of service was included in the TIA.

Loma Linda General Plan
City of Loma Linda, San Bernardino County, California
Mr. Mukherjee completed the Traffic Impact Analysis and the Circulation Element for the General Plan for the City of Loma Linda. The primary objective of the analysis was to define a circulation system that supports the development anticipated in the Land Use Element and other elements of the amended General Plan while also complying with the provisions outlined in Measure V, a voter-approved initiative laying stricter limitations on development projects vis-à-vis implementation of transportation mitigations.

Schools

Todd Elementary School, Corona-Norco Unified School District
Riverside County, California
Mr. Mukherjee conducted traffic analyses for the Todd Elementary School located along Mayhew Canyon Road in the unincorporated Sycamore Creek area of Riverside County. The analyses included special attention to pedestrian and student circulation.

Interchange/Freeway Improvements

Interstate-15/Railroad Canyon Road Interchange
City of Lake Elsinore, Riverside County, California
Mr. Mukherjee prepared the Volume Development Methodology report for future improvements at the interchange of Railroad Canyon Road in

PROJECT EXPERIENCE (CONTINUED)

the City of Lake Elsinore. The volume development was done for three design alternatives.

Parking Structures

Ambulatory Services Parking Structure
City of Loma Linda, San Bernardino County, California
LSA prepared the traffic impact analysis for the Ambulatory Services Parking Structure. The proposed parking structure is a six-level parking structure to serve the proposed Ambulatory Care Center and other uses. The proposed parking structure will be located at 11234 Anderson Street between Taylor Street and Prospect Avenue. The project included the removal of four structures currently on site and reconfiguration of a portion of the existing parking area to accommodate the proposed structures.

West Hall Parking Structure
City of Loma Linda, San Bernardino County, California
LSA prepared the traffic impact analysis for the West Hall Parking Structure. This parking structure will provide 650–750 parking stalls and will be located on west side of Campus Street between Prospect Avenue and San Juan Drive. The structure will be used by the Loma Linda University Medical Center employees and staff with a certain amount of parking allocated for physicians, patients, and nursing school instructional faculty use.

ADDITIONAL EXPERIENCE

- Designed the Purpose and Need Statement for FWTA Northeast/Southwest Alternative Alignment: Analysis for Possible Transit Solutions.
- Planning Analysis for Route 7 Transit Signal Priority Project. In charge of joint project involving the City of Fort Worth Public Safety Department and 3M and Associates.
- Planning Analysis for Enhanced Bus Corridor Development—East Lancaster Pilot Project.
- Conceptual design and analysis for a proposed Transit Plaza and Transit-Oriented Development for SE Fort Worth as part of Sustainable Development Grant from the North Central Texas Council of Government.
- Location Analysis for determining a Park and Ride for a new Express Service to North Fort Worth.
- Planning Analysis for Title VI Assessment, to be used for the Tarrant County section of the Trinity Railway Express.
- Digitization of parcels, buildings, roads, alleys and pedestrian trails for the City of Rowlett, Texas using AutoCAD Map 2004 and ArcGIS 8.2.
- Prepared a Comprehensive plan for the City of Oakridge North, located north of the City of Houston.
- Redesigned and revitalization of the Bexar Street Corridor in Dallas.
- Prepared proposals for TXDOT, HUD, and COPC research projects, which included extensive literature review, analysis, and writing of the proposals.

EXHIBIT “3”

Tri-Party Contract for Consultant Services

Consultant Services Agreement between the Consultant and the City

CONSULTANT SERVICES AGREEMENT

by and between

THE CITY OF WILDOMAR,
a California general law city

and

LSA ASSOCIATES, INC.

AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND LSA ASSOCIATES, INC.

This Agreement for Consultant Services ("Agreement") is entered into as of this _____ day of _____, 2014 by and between the City of Wildomar, a California general law city ("City") and LSA Associates, Inc., a California Corporation, authorized to do business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Wildomar's Municipal Code, City has authority to enter into this Consultant Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the scope of services set forth in Exhibit "A" "Scope of Services" shall be completed pursuant to the proposed schedule specified in said "Scope of Services". Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services" and made a part of this Agreement.

ADDITIONAL SERVICES.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" "Scope of Services," unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "A" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed $147,895.15, unless additional compensation is approved in writing by the City Council or City Manager.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty days (30) days of receipt of Consultant's correct and undisputed invoice.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud.

Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

CONSULTANT'S BOOKS AND RECORDS.

Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or

termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

STATUS OF CONSULTANT.

Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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 elected or appointed boards, officers, officials, employees or agents of City, 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 Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

PREVAILING WAGE LAWS

It is the understanding of City and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, “construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Consultant shall use E-Verify as the electronic verification system to verify the employment eligibility of all of Consultant’s existing and new employees. E-Verify shall mean the internet based system operated by the Department of Homeland Security which allows an employer to determine the eligibility of an employee to work in the United States by using information reported on an employee’s Employment Eligibility Verification Form (I-9 Form). Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

CONFLICTS OF INTEREST.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with

the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

Consultant shall promptly notify City should Consultant , its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to

review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

INDEMNIFICATION.

Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section. In the event of any claim or demand made against City, its employees, officials or agents, the City may at its sole discretion reserve, retain and/or apply any monies due to Consultant under the Contract, for the purpose of resolving such claims; except that the City may release such funds if Consultant gives City reasonable assurance that City's interests will be protected. City shall, in its sole discretion, determine whether such assurance is reasonable. Claims against City, its employees, officials or agents by any employee of Consultant, its subcontractors, contractors, employees, servants or agents shall not in any way limit Consultant's indemnification obligation as set forth in this Section, including they amount and/or type of damages, compensation, and/or benefits payable by or for Consultant, its subcontractors, contractors, employees,

servants or agents under workers' compensation act, disability benefit acts, and/or other employee benefit acts and/or insurances. Nothing in this Agreement is intended to or shall have the effect of creating any rights in any third party against City, its agents, officials or employees.

Limitation of Indemnification. Notwithstanding any provision of this Section 16 [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide City with copies of required policies upon request.

ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the

services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

TERMINATION OF AGREEMENT.

City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term

and price of this Agreement shall be equitably adjusted for any delays due to such causes.

COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" "Scope of Services," shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Wildomar Attn: Gary Nordquist, City Manager 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595
To Consultant:	Mr. Les Card, CEO LSA Associates, Inc. 1500 Iowa Avenue, Suite 200 Riverside, CA 92507

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that

this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

WAIVER.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" and “B”, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY OF WILDOMAR

By:_____
Gary Nordquist, City Manager

ATTEST:

_____
Debbie Lee
City Clerk

APPROVED AS TO FORM

By:_____
Thomas D. Jex
City Attorney

LSA ASSOCIATES, INC.

By: _____
Les Card, CEO, LSA Associates, Inc.

<u>NOTE:</u> CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES/PROPOSAL/COMPENSATION

AMENDMENT

The Scope of Services, including services, work products, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

PROPOSAL FOR

ENVIRONMENTAL IMPACT REPORT
BAXTER VILLAGE MIXED USE PROJECT

CITY OF WILDOMAR

RIVERSIDE COUNTY, CALIFORNIA

LSA

July 10, 2014

Revised August 20, 2014

PROPOSAL FOR

ENVIRONMENTAL IMPACT REPORT
BAXTER VILLAGE MIXED USE PROJECT

CITY OF WILDOMAR

RIVERSIDE COUNTY, CALIFORNIA

Prepared for:

City of Wildomar
Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595
mbassi@cityofwildomar.org

Prepared by:

LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310

LSA Proposal No. ZZZ4038D1

LSA

July 10, 2014

Revised August 20, 2014

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July 10, 2014

City of Wildomar, Planning Department
Attn: Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

Subject: Proposal to Prepare an Environmental Impact Report for the Baxter Village Mixed Use Project in the City of Wildomar (LSA Proposal No. ZZZ4039D1)

Dear Mr. Bassi:

LSA Associates, Inc. (LSA) is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) for the Baxter Village Mixed Use Project in the City of Wildomar (City). We understand the City wishes to retain a qualified environmental consultant to assist with this work. It is clear from the City's Request for Proposal (RFP) dated June 16, 2014 that there is a desire to expedite processing of this project, but care must be exercised to ensure the documents and process will comply with the California Environmental Quality Act (CEQA). LSA has over 38 years of corporate experience with CEQA compliance documents for both public and private clients, including mixed use projects on major arterial roadways.

LSA can start immediately and have a Screencheck Draft EIR ready for City staff review within four months of authorization to proceed. To the degree practical, LSA will utilize information from recent environmental documents prepared within the City to minimize cost and delay on this project.

LSA has all the in-house staff and resources necessary to successfully complete this project (i.e., we will not be using any subconsultants). **Kent Norton, AICP**, one of our senior project managers with 36 years of CEQA compliance experience, will be the manager of this project as well. All of the professionals presented in our key personnel section will be available for work if we are selected for this project.

We look forward to working with the City on this project. Please contact Kent Norton (kent.norton@lsa-assoc.com) or me (lynn.hayes@lsa-assoc.com) at (951) 781-9310 if you have any questions concerning the proposal. As requested in the City's RFP, we hereby state that during the performance of this work (if awarded), LSA will not engage in any other professional relationship or representation that would create a conflict of interest with regard to environmental services for the City.

Sincerely,

LSA ASSOCIATES, INC.

Lynn Calvert-Hayes, AICP
Principal

I INTRODUCTION AND PROJECT UNDERSTANDING

LSA Associates, Inc. (LSA) is pleased to present this proposal to the City of Wildomar (City) to peer review technical studies and an Environmental Impact Report (EIR) for the Baxter Village Mixed Use Project. LSA understands this mixed (horizontal) project includes 75,000 square feet of retail commercial uses, 204 apartment units, and 67 small lot single-family residential units. The property is bounded by the I-15 Freeway on the east, the extension of Grove Street on the north, White Street on the west, and Baxter Road on the south. LSA will prepare an EIR to comply with the requirements of the California Environmental Quality Act (CEQA).

The project entitlements include a change of zone for 25 of the 36 acres from Scenic Highway Commercial (CPS) to Planned Residential (R-4) to accommodate the proposed residential uses, a Tentative Tract Map (TTM 36674), and a Plot Plan. For brevity, we will not repeat all the project information provided in the City's RFP issued on June 16, 2014, but rather focus on the information and issues that are most important in preparing a proposal that is responsive to the City's RFP. As suggested in the RFP, LSA proposes to peer review and prepare several technical studies in support of the EIR document and process.

LSA is a full-service environmental consulting firm with 38 years of experience in preparing and successfully processing documents to comply with CEQA. While we pride ourselves on our technical document preparation skills, we believe that the most important aspect of our overall service is our project management skills. On a daily basis, this translates into tracking and expediting documents through the steps necessary to successfully meet CEQA requirements in a timely manner.

LSA has extensive experience preparing detailed and comprehensive environmental documents for public and private projects, including small and mid-sized mixed use land development activities.

LSA has technical in-house expertise in several areas applicable to this project, including traffic, air quality, noise, greenhouse gases, and biology; therefore, we will not need to add any subconsultants to our team. We have selected the following team members to prepare an Initial Study for this project:

- Principal in Charge: Lynn Calvert-Hayes, AICP (peer review geotechnical);
- Project Manager: Kent Norton, AICP, REPA (peer review hazmat - Phase 1);
- Traffic: Ambarish Mukherjee, AICP (peer review);
- Air Quality/Greenhouse Gases: Ron Brugger (peer review);
- Noise: Tony Chung. Ph.D. (peer review);
- Cultural Resources: Rory Goodwin (peer review);
- Biological Resources: Maria Lum (peer review); and
- Water Quality: Nicole West (peer review).

The property is currently vacant, but it is possible local residents may not be supportive of this project given its existing open space characteristics and its proximity to existing residential uses. Therefore, the City needs an experienced consultant who can not only prepare a thorough CEQA document, but

who can also work effectively with City staff and involve the public and local neighbors in the CEQA process for this project. LSA has the corporate and individual experience necessary to accomplish these tasks successfully.

The site is proximate to several residential neighborhoods, so conversion of land use may represent a **general controversy** regarding this site. Local residents will naturally be concerned about loss of open space, change in views, traffic, noise, air quality impacts, and effects on wildlife and habitats associated with the project. LSA understands local residents may also be concerned about the overall development and its effect on their property values and quality of life.

We encourage the City to fully involve the developer to inform the public about their project as the CEQA process begins by holding a neighborhood meeting. Even with accurate project information, it is possible this project will be of concern to nearby residents, so LSA plans to conduct a scoping meeting using **"constructive disagreement"** techniques that will help obtain useful information even if the meeting is adversarial. Some agencies may also object to certain aspects of the proposed development (e.g., California Department of Fish and Wildlife).

A number of regulatory agencies will be concerned about **biological resources** on the site and in the surrounding area, and LSA has a number of biologists in house who will work with our environmental staff to provide a thorough evaluation of the many biological issues, including sensitive species and the various trees on the site.

Although the site is proximate to the I-15 Freeway and has direct access via Baxter Road, **traffic** will be an important local concern, especially on the small neighboring streets such as Grove Street, White Street, Orange Street, and Bundy Canyon Road. Per the City's RFP, LSA will peer review the traffic impact assessment to ensure the potential number of trips generated is accurate and a quantitative analysis of the impacts on local traffic has been provided to identify any conflicts with existing roads, driveways, or vehicular movement immediately around the project site (i.e., local circulation and emergency access).

LSA will peer review the air quality study to ensure the potential impacts of the project on the adjacent residential neighborhood in terms of **air pollutant emissions** using the methodologies recommended by the SCAQMD has been provided. Finally, current CEQA documents must contain a detailed assessment of **greenhouse gas emissions** and their potential influence related to global climate change. LSA has an in-house air quality group that stays on the cutting edge of the methodologies to evaluate these impacts effectively will peer review the greenhouse gas emission study. Short-term construction-related emissions may also be of concern to residents. Along with traffic, **noise** generated by construction and new vehicular sources will be of concern to local residents, especially those closest to the project along White Street and north and south of the project site. LSA has in-house personnel who can effectively evaluate the potential noise impacts of project construction and traffic on these local streets.

LSA and its team for this project have the experience necessary to successfully complete a **legally defensible** EIR for this project, while meeting the procedural needs of the CEQA process and effectively involving the public, public agencies, and special interest groups in the process.

Note: *the following scope of work includes all the items requested in the City's RFP, but we have organized them in chronological order to be more easily followed.*

II. SCOPE OF WORK

TASK 1.0: PROJECT INITIATION

Task 1.1: Project Kick-off Meeting

A project kick-off meeting will be held to ensure an orderly flow of project efforts. The meeting will be held with City staff, the project applicant, and other City team members as appropriate to:

- Establish a mutual understanding of the CEQA program objectives and key issues, explore community concerns regarding the proposed project, and discuss the 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 CEQA program;
- Refine the scope of work to be performed including related technical studies;
- Define protocols for requesting information of City staff and City team members;
- Refine the project schedule, establish protocols for product review and coordination with the City, and define project milestones and decision points;
- Obtain relevant plans, reports, ordinances, and studies applicable to the project;
- Obtain the City's mailing list for environmental documents; and
- Conduct a site visit with City staff and the applicant to see existing area conditions.

Prior to the kick-off meeting, LSA will identify its document and information needs to assist the City and the City team members in accumulating the background information necessary to initiate the program. These needs may include the following:

- Environmentally-related investigations of the site; and
- Reproducible or electronic copies of the site development plan or topographic map with property boundaries will be required prior to the start of our field investigation.

Task 1.2: Project Description

LSA will collaborate with the City, project applicant, and the City/project team members in defining the project description. LSA will draft a comprehensive project description based on the most recent information provided by City in addition to the project information provided by the applicant and its engineer or other team members. The project description will provide a detailed narrative of the proposed project, operational characteristics, and geographical setting as required by CEQA.

Additionally, LSA will visit the project site to establish an understanding of existing site conditions, the physical setting of the proposed project site, and the relationship between the project site and adjacent land uses.

Task 1.0 Deliverables: Attend a kickoff meeting and confirm the project objectives, scope of work and schedule, and a mutual understanding of the process and protocols that will be followed.

TASK 2.0: TECHNICAL STUDIES

Task 2.1: Peer Review of Existing Technical Studies

LSA will review the following technical studies that have already been or are being prepared for the project site:

- 2.1 Air Quality (Urban Crossroads 2014);
- 2.2 Biological Resources (PCR September 2013 and revised to a MSHCP Consistency Analysis June 2014);
- 2.3 Cultural Resources (Dave Brunzell/BCR Consulting 2014);
- 2.4 Greenhouse Gas Emissions Assessment (Urban Crossroads October 2013);
- 2.5 Hazardous Materials (Phase 1 by Hillmann Consulting September 2012);
- 2.6 Geotechnical Constraints (Landmark 2005 updated 2007);
- 2.7 Fault Study (GeoCon West, Inc. December 2012);
- 2.8 Hydrology and Drainage (JLC Engineering);
- 2.9 Noise Impact Assessment (Urban Crossroads 2014);
- 2.10 Traffic Impact Assessment (Urban Crossroads October 2013);
- 2.11 Water Supply Assessment; and
- 2.12 Water Quality Management Plan (JLC Engineering).

LSA will peer review the studies to determine if they contain sufficient information for the purposes of CEQA compliance and, if not, what additional information is needed. LSA will work with the applicant's engineer and City staff on geology, soils, grading, and drainage issues, so we have not included an engineer or hydrologist to prepare a separate report as part of this scope of work.

Task 2.1 Deliverables: A summary memo of the various technical studies and any deficiencies that are needed to complete the CEQA analysis.

Identify Needed Technical Studies

Based on the City's RFP and the anticipated scope of work, LSA has identified the following technical studies that will need to be prepared to support the analysis in the EIR document:

- Determination of Biologically Equivalent or Superior Preservation (DBESP).

2.2 Optional Task

Task 2.2.1 Determination of Biologically Equivalent or Superior Preservation (DBESP).

According to the Biological Resources Assessment and MSHCP Consistency Analysis (September 2013) prepared by PRC, approximately 0.46 acre of riparian habitat and 0.19 acre of riverine resources will be affected by the proposed project. The procedures in Section 6.1.2 of the MSHCP ensure that the functions and values of riparian/riverine and vernal pool habitats for associated Covered Species within the MSHCP Planning Area are maintained. Since riverine/riparian areas present on the site will be affected by the proposed project, a Determination of Biologically Equivalent of Superior Preservation (DBESP), including an analysis of functions and values of such areas, will be required. LSA will prepare a DBESP report that will serve to provide a finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures.

The DBESP will include the following information to be reviewed by the County of Riverside, CDFW, and USFWS.

- Definition of the project area;
- Project description, demonstrating why an avoidance alternative is not feasible;
- Biological information including biological resources map;
- Quantification of unavoidable impacts to riparian/riverine areas including direct and indirect effects; and
- Project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation differences, minimization, and compensation through restoration or enhancement.

This task includes up to two meetings with the MSHCP Regional Conservation Authority (RCA) and other involved regulatory agencies to ensure mitigation measures are consistent with the MSHCP and waters permitting requirements.

Task 2.2.2 Deliverables: Two hard copies and one electronic copy on CD-ROM of the DBESP.

Task 3.0: Notice of Preparation

If a lead agency has already determined that an EIR needs to be prepared for a particular project, State CEQA Guidelines Section 15060(d) allows it to dispense with the preparation of an Initial Study and move directly into preparing the EIR. To expedite the CEQA process for this project, LSA recommends the City **not** prepare an Initial Study but rather move right into EIR preparation. LSA will prepare the Notice of Preparation (NOP) to notify the State Clearinghouse, the general public, and local agencies that the City is preparing an EIR for this project.

Task 3.0 Deliverables: A comprehensive project description and NOP in electronic format plus two hard copies. 50 hard copies of the NOP for public distribution and transmittal to the State Clearinghouse, including mailing costs.

TASK 4.0: PUBLIC SCOPING MEETING

LSA will coordinate a public scoping meeting with City staff. The meeting will provide the public the opportunity to obtain project-related information, to express its concerns regarding potential environmental impacts of the proposed project, and to learn about the environmental process. LSA will solicit public input relative to the proposed project, explain the EIR process, and respond to questions related to the preparation and processing of the environmental document for the proposed development. The meeting will be targeted to local businesses, civic groups, the general public, responsible agencies, and local conservation groups.

The City will be required to schedule the time and location of the scoping meeting as well as to secure appropriate venue for the meeting, and notice the meeting in the local newspaper. It is anticipated that the date, place, and time for the scoping meeting will be included in the NOP, and the meeting will be scheduled during the 30-day NOP review period.

LSA will discuss with the City a wide range of options regarding public input and participation with pros and cons for each approach. LSA will also discuss ways to handle and present information with and to the public, including meetings and/or the City's website. LSA will conduct the meeting and take notes of all comments made at the meeting for use in the DEIR preparation and inclusion in the DEIR appendices.

Task 4.0 Deliverables: Handout materials for the meeting and notes from the meeting for the project file.

TASK 5.0: ADMINISTRATIVE DRAFT ENVIRONMENTAL IMPACT REPORT NO. 1 (ADEIR#1)

Task 5.1: Environmental Assessment

LSA will assemble all pertinent data provided by and/or commissioned by the project proponent and other sources. 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.

An assessment of the following environmental issues will be conducted as they relate to the proposed project, applicable City standards, and/or the standards of State and federal entities.

- Land Use and Planning
- Population and Housing
- Agriculture and Mineral Resources
- Hydrology and Water Quality
- Transportation and Circulation
- Biological Resources
- Aesthetics
- Utilities and Service Systems
- Air Quality
- Public Services
- Geologic and Soil Constraints
- Recreation
- Hazards and Hazardous Materials
- Noise
- Greenhouse Gases and Climate Change

Environmental Issues/Impacts. A number of potential impacts are expected to be less than significant (e.g., mineral resources and agriculture), but the EIR will focus on several key issues related to the location and type of project. It will be important to verify that local constraints such as faulting or flooding will not adversely affect the proposed mixed use project.

LSA will conduct a thorough assessment of sensitive vegetation and wildlife to ensure there will be no significant impacts from development. Air quality, dust, greenhouse gases, and noise will be assessed especially for construction-related impacts.

LSA will prepare a comprehensive Administrative Draft EIR (ADEIR) using the City's latest format and direction consistent with CEQA. The ADEIR will address the key environmental issues as they relate to the proposed project, applicable City standards, and/or the standards of State and federal entities.

Key EIR Issues. While all of these issues will be addressed to an appropriate level of detail, special attention will be given to potential impacts related to drainage and biological resources as well as to traffic, air quality, and noise impacts on local residences.

- **Grading/Geology.** LSA will carefully review the proposed grading in light of regional faults and our review of the existing geotechnical report.
- **Biological Resources.** The site contains many trees that may represent important biological resources, as well as potential habitat for sensitive species listed by State and federal agencies. Even species that are not listed but considered sensitive or important will be considered during the analysis of vegetation and related animal species. LSA is also proposing an optional jurisdictional delineation and DBESP report to facilitate project processing. LSA will then evaluate potential direct and indirect impacts of the proposed development on these resources.
- **Hydrology/Water Quality.** Resource agencies will be concerned about drainage and water quality impacts since this is the sensitive Murrieta Creek drainage under the jurisdiction of the San Diego Water Quality Control Board. LSA will use the project hydrology and water quality reports as a guide to evaluate potential water-related impacts.
- **Traffic/Noise.** Using the project traffic study, LSA will evaluate potential traffic and circulation impacts of the project on surrounding roadways and intersections. LSA will also evaluate any localized access issues that may be raised at the scoping meeting by local residents that may not be addressed in the project traffic study. Based on the project traffic and noise studies, LSA will evaluate potential impacts on local residents/residences from construction and project-related traffic.
- **Air Quality.** Local residents may be concerned about dust during grading, and LSA will also evaluate the full spectrum of potential air pollutant issues related to the proposed development, including greenhouse gases, and recommend appropriate mitigation.

Task 5.2: Administrative Draft EIR No. 1

LSA will examine all issues 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 will be created by the proposed project based on established thresholds of significance. In addition, a discussion of implementable mitigation measures that can be monitored effectively during development and operations of the proposed project will be included for each issue.

In addition to these issues, the following CEQA-mandated topics will be addressed:

- Any significant irreversible environmental changes that would be involved in the proposed action should it be implemented;
- Unavoidable adverse impacts;
- Cumulative impacts of the proposed project;
- Consistency of the proposed project with Regional Plans;
- Potential growth-inducing aspects of the project; and
- Identification of potential alternatives to the proposed project. Up to three alternatives, in addition to the "No Project–No Build" alternative, will be evaluated. The scope of the alternatives will be developed in consultation with the City. The evaluation of alternatives will provide a comparative analysis of alternatives to the proposed project.

The ADEIR will incorporate relevant data from City planning and environmental documents, site-specific technical studies, applicant-provided materials, and publically available data. The EIR will address relevant comments received during the NOP period and public scoping meeting. These work efforts will be compiled into an ADEIR, along with analysis of topical issues required by CEQA, Executive Summary, Introduction, Project Description, and Alternatives.

The EIR will identify any impact that cannot be reduced to a less than significant level. LSA will prepare the ADEIR#1 for review by the City. The City will combine its comments into a single document, providing specific and non-contradictory comments. LSA will revise the document as necessary to address City comments. This scope and cost estimate anticipates one (1) round of City review of the ADEIR#1. Additional rounds of review of the ADEIR by the City and City Project team members can be conducted under an augment to LSA's cost estimate.

During preparation of the ADEIR#1, LSA will discuss any potentially significant impacts with City staff and identify any modifications to the project characteristics or alternatives that could reduce potential impacts to less than significant levels. This assessment will be based on the many years of experience our project manager has in evaluating projects and developing mitigation measures. This work will occur prior to completing the ADEIR#1 document so the City and project applicant can assess the progress of the CEQA process.

Task 5.0 Deliverables: One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#1. Two hard copies, one electronic copy as a pdf file, and one electronic copy in Word format (to show corrections).

Task 6.0: Administrative Draft EIR No. 2 (ADEIR#2)

Upon receipt of a consolidated and non-contradictory set of comments from City staff on ADEIR#1, LSA will revise the document as appropriate. After any required revisions have been incorporated into the document, LSA will prepare the Draft EIR for public review. This scope and budget assumes one (1) round of review and revision by the City. Additional rounds of review may be conducted under an augment to this scope and budget.

Task 6.0 Deliverables: One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#2. Two hard copies, one electronic copy as a pdf file, and one electronic copy in Word format (to show corrections).

Task 7.0: Draft EIR

Task 7.1: Prepare DEIR for Public Review

Upon receipt of a consolidated and non-contradictory set of comments from City staff on the ADEIR#2 (Task 6.0), LSA will prepare a "Public Review Draft EIR" document as appropriate. LSA will be responsible for the duplication and distribution of the EIR, as well for providing notice of the availability of the EIR in local newspaper(s), and for filing the necessary notices with the Riverside County Clerk.

Important Note. *To expedite the schedule, LSA proposes to meet with City staff to review document corrections in real time to limit changes to one review cycle. This procedure worked well on a recent LSA project in the City of San Gabriel and cut 4 weeks off the typical review/revision time.*

Task 7.2: Notice of Completion

LSA will prepare the Notice of Completion (NOC) to accompany the required copies of 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 in the manner required under CEQA and/or other applicable regulations. LSA will utilize the most recent distribution list compiled and provided by the City.

Task 7.3: Circulate DEIR for Public Review

The Draft EIR will be distributed to agencies and the public within one week of receiving approval of the DEIR (see Task 7.1) by the City. The technical appendices to the Draft EIR will be provided on CD-ROM as PDF files along with the hard copies of the Draft EIR.

Task 7.0 Deliverables: Two hard copies of the Draft EIR plus one PDF and one Word version on CD-ROM of the DEIR, technical appendices, and NOA will be provided to the City for final review, then 20 CDs and 20 hard copies (comb bound) of the DEIR and 2 hard copies of the EIR appendices will be provided for public distribution.

Task 8.0: Final EIR

Task 8.1: Response to Comments

Upon close of the public review period, LSA will prepare responses to public and agency comments received regarding the Draft EIR. This scope and cost estimate assumes up to forty (40) hours of staff time will be required for this task. Work efforts related to this task in excess of the time identified this scope and cost estimate will be billed on a time/materials basis. As necessary, LSA will formulate responses to the comments received on the Draft EIR within two weeks of receipt of a complete set of comments received during the public review period. Once draft responses to comments are completed, they will be submitted to the City for review and comment.

Task 8.2: Mitigation Monitoring and Reporting Plan (MMRP)

Prior to the City Planning Commission hearing on the project and the EIR, LSA will prepare an MMRP to assist the City in implementing the mitigation measures contained 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 the schedule for implementation. The MMRP will be included as an appendix to the Final EIR.

Task 8.3: 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, letters of comments and responses regarding the Draft EIR, and the MMRP.

To facilitate review of the Final EIR, revisions made subsequent to the public review of the document will be depicted utilizing underline/~~strikeout~~ (strikeout) text. The Administrative Final EIR will be submitted to the City for one round of review and comment. A round of comments refers to a group of comments from City departments, including the City Attorney, received at the same time.

Task 8.4: 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) summarizing the findings and mitigation measures contained in the Final EIR. The draft Facts, Findings, and SOC will be prepared and submitted to the City for one round of review. A round of comments refers to a group of comments from City departments, including the City Attorney, received at the same time. After the round of comments, the draft Facts, Findings, and SOC will be revised and delivered to the City in electronic format in Microsoft Word for use by legal counsel and finalization by the City.

Task 8.5: Final EIR

The Administrative Final EIR will be revised per City staff comments and compiled into a Final EIR prior to public hearings on the project and EIR.

Task 8.0 Deliverables: One (1) hard copy and three (3) copies on CD-ROM of the Administrative Final EIR for one round of City review and comment. Prepare for the City one (1) photo-ready set of originals. Preparation of draft Facts, Findings, and Statement of Overriding Considerations to be delivered to the City electronically in Microsoft Word format for use by legal counsel and finalization, one (1) photo-ready set of originals, 20 hard copy and 20 CD-ROM copies in Word format of the Final EIR.

Task 9.0: Meetings

Task 9.1: Progress Meetings

LSA will attend two (2) meetings with the City during the course of the preparation and finalization of the EIR, not including a community scoping meeting or public hearings (see Tasks 4.0, 8.2, and

8.3). LSA can also provide project updates via email as needed or requested in between progress meetings.

LSA will also attend biweekly conference call meetings with the City to update the City on the status of the environmental documentation, schedule and budget. We are assuming the project will take approximately 11 months to complete, therefore, we have budgeted 20 biweekly conference calls.

Task 9.2: Neighborhood Meeting

LSA will attend a neighborhood meeting early in the planning process. The neighborhood meeting will be conducted by the City and LSA's role will be to answer, as appropriate, any environmentally related questions on the project and process.

Task 9.3: Public Meeting to Take Comments on the Draft EIR

LSA will attend one (1) meeting with the public to take comments on the Draft EIR during the 45-day public review period on the Draft EIR. It will be the City's responsibility to set the date and venue for the meeting.

Task 9.4: Planning Commission

LSA will attend up to two (2) meetings or hearings of the Planning Commission to consider the EIR and action on the proposed project. The City's RFP indicates one of these meetings will be during the public review period of the Draft EIR. If requested, LSA will make presentations explaining the content, findings, and determinations of the EIR, and will respond to relevant comments raised during public hearings. LSA will also prepare a memorandum summarizing any comments received after the close of the public review period but before the Commission hearings.

Task 9.5: City Council

LSA will attend up to one (2) meetings or hearing of the City Council to consider approval of the EIR and action on the proposed project. If requested, LSA will make presentations explaining the content, findings, and determinations of the EIR, and will respond to relevant comments raised during public hearings.

Task 9.0 Deliverables: Notes from progress meetings for project file, plus email updates as necessary or requested. Attendance at biweekly conference calls with the City to provide status updates, one (1) neighborhood meeting, one (1) meeting to obtain comments on the Draft EIR during the public review period and attendance at up to two (2) public hearings each with the City Planning Commission and/or City Council on the EIR and appropriate action on the project.

Task 10.0: Notice of Determination

Upon adoption of the Final EIR, 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 pay appropriate filing fees with the County Clerk. It should be noted that failure to file the NOD within five 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 project proponent to pay any applicable CDFW filing fees. The NOD will be submitted to the City electronically.

Task 10.0 Deliverables: Preparation and submittal of one e-file of the NOD electronically to the City.

Task 11.0: Project Administration/Project Management

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

Task 11.0 Deliverables: Progress notes, schedule updates, etc. as LSA manages and coordinates the CEQA process for this project.

Summary of Deliverables

The following table summarizes the task outputs and products for ease of reference.

Task	Deliverables
1.0: Project Initiation	Attend a kickoff meeting and confirm the project objectives, scope of work and schedule, and a mutual understanding of the process and protocols that will be followed.
2.0: Technical Studies	A summary peer review memo of the various technical studies and any deficiencies that are needed to complete the CEQA analysis. Two hard copies and electronic copy of each new optional technical study for City review and comment, then one final hard copy of so desired by the City.
3.0: Notice of Preparation	A comprehensive project description and NOP in electronic format plus two hard copies. 50 hard copies of the NOP for public distribution and transmittal to the State Clearinghouse, including mailing costs.
4.0: Public Scoping Meeting	Handout materials for the meeting and notes from the meeting for project file.
5.0: Administrative Draft EIR No. 1	One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#1. Two hard copies, one electronic copy as a pdf file, and one electronic copy in Word format (to show corrections).
6.0: Administrative Draft EIR No. 2	One electronic copy as a pdf file and one electronic copy in Word format (to allow for corrections) of the ADEIR#2. Two hard copies, one electronic copy as a pdf file, and one electronic copy in Word format (to show corrections).
7.0: Draft EIR	Two hard copies of the Draft EIR plus one PDF and one Word version on CD-ROM of the DEIR, technical appendices, and NOA will be provided to the City for final review, then 20 CDs and 20 hard copies (comb bound) of the DEIR and 2 hard copies of the EIR appendices will be provided for public distribution.
8.0: Final EIR	One (1) hard copy and three (3) copies on CD-ROM of the Administrative Final EIR for one round of City review and comment. Prepare for the City one (1) photo-ready set of originals. Preparation of draft Facts, Findings, and Statement of Overriding Considerations to be delivered to the City electronically in Microsoft Word format for use by legal counsel and finalization, one (1) photo-ready set of originals, 20 hard copy and 20 CD-ROM copies in Word format of the Final EIR. Preparation and submittal of one e-file of the NOD electronically to the City.

Task	Deliverables
9.0 Meetings	Notes from progress meetings for project file, plus email updates as necessary or requested. Attendance at biweekly conference calls with the City to provide status updates, one (1) neighborhood meeting, one (1) meeting to obtain comments on the Draft EIR during the public review period and attendance at up to two (2) public hearings each with the City Planning Commission and/or City Council on the EIR and appropriate action on the project.
10.0 Notice of Determination	Preparation and submittal of one e-file of the NOD electronically to the City.
11.0: Project Administration/Management	Progress notes, schedule updates, etc. as LSA manages and coordinates the CEQA process for this project.

III. SCHEDULE

LSA anticipates the Draft EIR for this project can be completed in approximately **eleven (11) months** assuming the technical studies are ready for review upon authorization to proceed. The following table provides estimated time frames for each task outlined in the scope of work, but these can be adjusted as necessary per discussion with the City and project proponent. The schedule will be revised when LSA receives the actual Authorization to Proceed.

Task	Time	Schedule[1]
Authorization to Proceed	—	August 28, 2014
Task 1.0: Project Initiation		
1.1 Kick-off Meeting	1 day	September 1
1.2 Project Description	3 days	September 4
Task 2.0: Technical Studies[1]		
2.1 Peer Review Studies 2.2 Prepare New Study (optional)	2 weeks 6 weeks	September 14 October 9
Task 3.0: Initial Study /NOP		
3.1 Notice of Preparation Public Review Period	1 week 30 days	September 21 October 21
Task 4.0: Public Scoping Meeting		
4.1 Meeting	1 day	Early October
Task 5.0: Admin. Draft EIR No.1		
5.1 Env. Assessment	60 days	Mid-November
5.2 Admin DEIR No. 1 City staff review	2 weeks 4 weeks	December 1 January 5, 2015
Task 6.0: Admin. Draft EIR No. 2		
6.1 Revised Draft EIR City staff review	1 week 2 weeks	January 12 January 28
Task 7.0: Draft EIR		
7.1 Finalize Draft EIR City staff review Public Review Period	1 week 1 week 45 days	February 3 February 10 March 27
Task 8.0: Final EIR		
8.1 Response to Comments	3 weeks	April 15
8.2 Mitigation Monitoring Plan	1 week	April 15
8.3 Admin. Final EIR City staff review	1 week 2 weeks	April 15 April 30
8.4 Findings and SOC City staff review	1 week 2 weeks	April 15 April 30
8.5 Final EIR	1 week	May 5

Task	Time	Schedule[1]
Task 9.0: Meetings		
9.1 Progress Meetings	—	As Needed
9.2 Biweekly Status Meetings	15 - 30 minutes each	Biweekly
9.3 Neighborhood Meeting		As Needed
9.4 Public Meeting to Take Comments on the Draft EIR	1 day	March
9.5 Planning Commission Hearing	2 days	May and June
9.6 City Council Hearings	2 days	June and July
Task 10.0: Notice of Determination		
10.1 Notice of Determination	1 day	Mid-July
Task 11.0: Project Admin/Management		
11.1 Project Management	Ongoing	Ongoing
TOTAL	**11 months**	**Mid July 2015**

[1] Assumes technical studies are ready upon authorization to proceed although recommended studies may still be in process.

IV. COST ESTIMATE

LSA proposes to complete the tasks outlined in the Scope of Work for a not-to-exceed amount of **$147,895** including reimbursables to prepare and process the EIR for the project (Tasks 1–11). The following table summarizes the costs for each task, while a copy of our hourly rate schedule (Appendix A). Note that the hourly rates shown in the attached hourly rate schedule is part of our cost quote and would be used for any extra work incurred that is not part of the proposed scope of work. Also note a detailed list of LSA staff assignments/hours is included in Appendix A.

Task	Hours[1]	Cost ($)	Percent (%)
Task 1.0: Project Initiation			
Kick-off Meeting and Project Description	41	5,045	3.6
Task 2.0: Technical Studies[1]			
Peer Review Studies	93	12,634	9.3
Task 3.0: Notice of Preparation			
Notice of Preparation	13	1,290	0.9
Task 4.0: Public Scoping Meeting			
Meeting	6	750	0.5
Task 5.0: Admin. Draft EIR No. 1			
Env. Assessment & ADEIR No. 1	465	63,030	40.8
Task 6.0: Admin Draft EIR No. 2			
Revised Draft EIR	114	13,840	10.0
Task 7.0: Draft EIR			
Finalize Draft EIR	73	8,325	6.0
Task 8.0: Final EIR			
RTC, MMRP, Admin FEIR, Findings, and SOC, and Final EIR	118	14,110	10.2
Task 9.0: Meetings			
Progress Meetings, Neighborhood, PC, and CC	60	11,040	6.5
Task 10.0: Project Certification			
Notice of Determination	5	574	0.4
Task 11.0: Project Admin/Management			
Project Management	24	4,020	2.9
TOTAL REIMBURSEABLES[2]		**13,235**	**8.9**
TOTAL COST	**981**	**147,895**	**100%**

1 Breakdown of staff hours included in Appendix A
2 Includes mileage, postage, printing, etc.

Optional Tasks	Hours[1]	Cost ($)	Percent (%)
Task 2.21: DBESP			
Preparation of the DBESP	58	6,750	100
TOTAL REIMBURSEABLES[2]		**584**	
TOTAL COST		**$7,334**	**100%**

1. Breakdown of staff hours included in Appendix A
2. Includes mileage, postage, printing, etc.

NOTE: Prior to exceeding the approved budget, LSA shall seek and obtain written approval from the City before such costs are incurred.

Assumptions for Cost Estimate

The cost estimate is based on the specifications listed below.

- The cost estimate provides for one cycle of review of each Administrative Draft EIR No.1 & 2 by the City. Additional cycles of review can be accommodated through an augment to this scope and budget.
- This scope and cost estimate does not include the preparation or review of technical studies not specifically identified in the City's RFP. All technical studies will be provided at the commencement of the EIR work effort. LSA's scope of work and cost estimate does not include LSA reviewing for technical adequacy or any revisions to any other technical studies. It is anticipated that technical studies will be revised to fully incorporate any review comments identified by the City staff and will sufficiently provide the data necessary for use for CEQA analysis.
- Additional project team meetings and public hearings over and above those specified in this proposal can be attended by LSA staff as required. The cost of attending any such meeting shall be based on the schedule of fees in effect at the time of the meeting.
- The cost proposal is based on hourly labor rates and material cost markups for LSA provided above. Any agreed-upon out-of-scope costs and additional work will be based on the Schedule of Fees effective at the time of additional work is requested.
- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by City needs and other circumstances. LSA will endeavor to perform the services and accomplish the objectives within the estimated costs and schedule; however, if the scope of work or schedule changes, LSA reserves the right to revise our scope of work and cost estimates accordingly.
- The City will provide LSA with copies of relevant documentation relating to the physical or other conditions concerning the project site within five working days after LSA has received authorization to proceed. It is assumed that LSA can use and rely on the information contained in these documents. While LSA will review these documents to determine if they are adequate to use in the CEQA process, we will not be responsible for the content or accuracy of these studies.
- LSA will assist the City in mailing the Notice of Availability to the public. LSA will work with the City to develop an appropriate mailing list. Although LSA will assist in preparing the text of

the notices, it will be the responsibility of the City to comply with all filing and noticing requirements associated with the Notice of Availability, Notice of Determination, and payment of applicable fees to the County of Riverside.

- The City will provide detailed site plan maps, if available. The maps will show topography and boundaries at an appropriate scale for inclusion into the EIR.
- The cost estimate is valid for a period of 90 calendar days from the proposal due date. Beyond 90 days, LSA reserves the right to reevaluate the estimated costs and scope of work.
- The cost for issuing invoices in our standard format. Any requests for special invoicing requirements such as a change in format, inclusions of backup, or other requirements will be billed as an approved augment to the contract on a time-and-materials basis. Unless otherwise specified, LSA expects payment within 30 days of submitting invoices based on percent completion of tasks in progress, after approval by City staff.

VI KEY PERSONNEL

LSA proposes to use the individuals identified in its on-call Statement of Qualifications materials submitted previously with the exception of Ambarish Mukherjee (his resume is provided in Appendix B). As of the date of project initiation, our project members will have the following availability:

- Principal in Charge: Lynn Calvert-Hayes, AICP (peer review geotechnical)
  Will be 50% available after September 1, 2014 through project completion
- Project Manager: Kent Norton, AICP, REPA (peer review hazmat – Phase I)
  Will be 67% available after September 1, 2014 through project completion
- Traffic: Ambarish Mukherjee, AICP, EIT (peer review)
  Will be 40% available after September 1, 2014 through project completion
- Air Quality/Greenhouse Gases: Ron Brugger (peer review)
  Will be 25% available after September 1, 2014 through project completion
- Noise: Tony Chung. Ph.D. (new optional noise study)
  Will be 35% available after September 1, 2014 through project completion
- Cultural Resources: Rory Goodwin (peer review)
  Will be 50% available after September 1, 2014 through project completion
- Biological Resources: Maria Lum (peer review and optional Jurisdictional Delineation and DBESP)
  Will be 40% available after September 1, 2014 through project completion
- Water Quality: Nicole West (peer review)
  Will be 67% available after September 1, 2014 through project completion

BAXTER VILLAGE MIXED USE
PROJECT EIR COSTS
LSA Associates, Inc.

Phases/Tasks | Hourly Rate -->	Principal In Charge	Associate/Senior Planner	Sr Envir Planner	Envir Planner	Assitant Envir Planner	Associate Trans Planner	Biologist (Principal)	Biologist (Associate)	Biologist (Associate)	Senior Biologist	Sr. Cult Res Mg	Sr. Cult Res Mg	Cult Res Mg	Principal (Air/Noise)	Sr Air Qu Specialist	Sr Noise Specialist	Sr Noise Specialist	Editing/Word Processing	GIS/Graphics	Office Assistant	Total Hours	Mileage (per mile)	Printing (average/pg.)	Certified Mailing (average/item)	CD-ROMs (each)	Overnight Delivery (average/item)	Total Direct Costs	Total Subconsultant	Total Cost
	$205	$175	$120	$110	$90	$140	$220	$115	$135	$115	$120	$100	$85	$205	$130	$130	$125	$105	$100	$75		$0.56	$0.33	$7.50	$5.00	$15.00			
1.0 Project Initiation																													
1.1 Project Kick-off	4	4		4	4													1		1	18	75					$42.00		$2,542.00
1.2 Project Description		4		4	8													2	4	1	23						$0.00		$2,545.00
2.0 Peer Review of Technical Studies																													
2.1 Air Quality														2	4	4		2			12		1				$0.33		$1,660.33
2.2 Biological Resources							1	3	5	2											11	200	1				$112.33		$1,582.33
2.3 Cultural Resources											2	2	6								10		1				$0.33		$950.33
2.4 Greenhouse Gas Emissions Assessment														2	4	4					10		1				$0.33		$1,450.33
2.5 Geology	4																				4		1				$0.33		$820.33
2.6 Fault Study	4																				4		1				$0.33		$820.33
2.7 Hazardous Materials		5																			5		1				$0.33		$875.33
2.8 Hydrology and Drainage			8																		8		1				$0.33		$960.33
2.9 Noise																5	4				9		1				$0.33		$1,150.33
2.10 Traffic						8															8		1				$0.33		$1,120.33
2.11 & 2.12 WSA/Water Quality Management Plan			4	8																	12		1				$0.33		$1,360.33
3.0 NOP																					0								
3.1 NOP		1		2	6													1	1	2	13		150	50	2	5	$509.50		$1,799.50
4.0 Public Scoping Meeting		2		2	2																6	75	100				$75.00		$825.00
5.0 Administrative Draft EIR #1																													
Executive Summary	1	4		6	6													2		4	23						$0.00		$2,615.00
Introduction	1	2		4	4													1			12						$0.00		$1,460.00
Project Description	2	4		4	4													2	4		20						$0.00		$2,520.00
Assumptions and Methodology	1	1		2	1													1			6						$0.00		$795.00
Aesthetics	2	4		4	8													2	4		24						$0.00		$2,880.00
Agriculture	2	3		4	4													2	2		17						$0.00		$2,145.00
Air Quality	2	6			8									3				4			23						$0.00		$3,215.00
Biological Resources	8	6			8		4											4	2		32						$0.00		$4,910.00
Cultural Resources	4	4			6						4							3			21						$0.00		$2,855.00
Geology and Soils	4	4			6													2	2		18						$0.00		$2,470.00
Greenhouse Gas Emissions	8	4			6													2			20						$0.00		$3,090.00
Hazardous Materials and Hazards	4	4			4													2	2		16						$0.00		$2,290.00
Hydrology, Drainage and Water Quality	4	4		4	8													4	2		26						$0.00		$3,300.00
Land Use	4	5			6													2	2		19						$0.00		$2,645.00
Mineral Resources	2	3			4													1			10						$0.00		$1,400.00
Noise	4	4			6											3		4			21						$0.00		$2,870.00
Population and Housing	4	3			4													2			13						$0.00		$1,915.00
Public Services	4	4		4	6													2			20						$0.00		$2,710.00
Recreation	4	2			4													2			12						$0.00		$1,740.00
Traffic	8	8		4	12	4												4	2		42						$0.00		$5,740.00
Utilities	2	6		4	4													2			18						$0.00		$2,470.00
Other CEQA Topics	1	4			3													1			9						$0.00		$1,280.00
Alterantives	4	14			16													4	2		40						$0.00		$5,330.00
References & Acronyms		1																2			3		2,000		5	1	$700.00		$1,085.00
6.0 ADEIR #2	12	24		2	36													24		16	114		2,000		5	1	$700.00		$14,540.00
7.0 Draft EIR	5	12		2	30													16		8	73		15,000	25	20	10	$5,387.50		$13,712.50
8.0 Final EIR																													
8.1 Response to Comments	2	8		6	30	4	2				2			2				4	4	10	74						$0.00		$8,390.00
8.2 Mitigation Monitoring Plan	1	2		2	4																9						$0.00		$1,135.00
8.3 Administrative Final EIR	1	2		4	4																11		5,000		5	1	$1,690.00		$3,045.00
8.4 Findings and SOC	2	2		2	12																18						$0.00		$2,060.00
8.5 Final EIR	4	2																			6		10,000		20	1	$3,415.00		$4,585.00
9.0 Meetings																													
9.1 Team Meetings	4	8																			12	300					$168		$2,388.00
9.2 Biweekly Status Meetings		10																			10	150					$84		$1,834.00
9.3 Neighborhood Meeting	2	4																			6	150					$84		$1,194.00
9.4 DEIR Meeting during Public Review	4	4																			8	150					$84		$1,604.00
9.5 Planning Commission Hearings	4	8																			12	150					$84		$2,304.00
9.6 City Council Hearings	4	8																			12	150					$84		$2,304.00
10.0 Project Certification (NOD)		1		2	2																5	20	4				$13		$587.52
11.0 Project Administration/Project Managemen	4	16		2	2																24						$0		$4,020.00
TOTAL HOURS	141	231	12	82	278	16	7	3	5	2	8	2	6	9	8	16	4	107	33	42	1012								
TOTAL COST	$28,905	$40,425	$1,440	$9,020	$25,020	$2,240	$1,540	$345	$675	$230	$960	$200	$510	$1,845	$1,040	$2,080	$500	$11,235	$3,300	$3,150							$13,235.15	$0.00	$147,895.15
LSA LABOR																													$134,660.00
LSA DIRECT COSTS																													$13,235.15
SUBCONSULTANTS																													$0.00
TOTAL BUDGET ESTIMATE **																													**$147,895.15**

Note** LSA reserves the right to move money between tasks in the budget. The Total Budget estimate is a Not to Exceed Budget.

Reimburseables are a best guess and will be billed on the actual cost to LSA.

CONFIDENTIAL

APPENDIX B

RÉSUMÉ

AMBARISH MUKHERJEE, AICP, EIT

ASSOCIATE/SENIOR TRANSPORTATION PLANNER

EXPERTISE

Traffic Impact Studies

Pedestrian & Bicycle Planning

Transit Routing

Goods Movement

Transportation Funds & Grants Management

GIS Analysis

Statistical & Analytical Research.

Land Use and Transportation Modeling

Advanced Data Analysis

Intelligent Transportation Systems

EDUCATION

University of Texas at Arlington, Texas. Master of City and Regional Planning with concentration in Transportation and Land Use Planning, and GIS. 2003–2005.

- Recipient of the prestigious Graduate Dean's Fellowship for the entire period of study.
- Graduate Certificate in Geographic Information System.

PROFESSIONAL RESPONSIBILITIES

As an Associate and Senior Transportation Planner at LSA's Riverside office, Mr. Mukherjee conducts traffic studies and Traffic Impact Analyses (TIAs) for a wide variety of large and small projects including residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans.

PROJECT EXPERIENCE

Residential Projects

Desert Rose Townhomes
City of Desert Hot Springs, Riverside County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of the Desert Rose Townhomes, in the City of Desert Hot Springs in Riverside County. The project consisted of 194 dwelling units located on the northwest corner of Verbena Drive and Climbing Rose Way and the TIA included the analysis of seven intersections and project driveways.

Tentative Tract Map 17230
City of Adelanto, San Bernardino County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of Tentative Tract 17230 in the City of Adelanto. The project was located on the east side of Koala Road, south of Seneca Road and included the development of 261 single-family houses on approximately 67 acres. The TIA included the analysis of 11 intersections and project driveways.

Mixed-Use Projects

Citrus Industrial District
City of Upland, San Bernardino County, California
Mr. Mukherjee coordinated in the preparation of the TIA to assess the potential circulation impacts associated with the proposed development of the Citrus Industrial District mixed-use project located on the north side of Eighth Street, east of Euclid Avenue, and west of Campus Avenue. It consisted of 732 residential condominiums and 29,000 square feet of commercial space to be built in two phases. The TIA included the analysis of 14 intersections.

Rancho Workforce Housing
City of Rancho Cucamonga, San Bernardino County, California
Mr. Mukherjee conducted the traffic study to assess the potential circulation impacts associated with the proposed development of the

EDUCATION (CONTINUED)

Indian Institute of Technology, Kharagpur, India. Bachelor of Architecture (Honors). 1998–2003.

Continuing Education

Dowling Associates, Inc., Oakland: Traffix Software Training, December 2007.

University of California Extension, Berkeley, Basic SYNCHRO and SimTraffic: Tools for Traffic Signal Timing, September 2007.

University of California Extension, Berkeley, Fundamentals of Signal Timing and Operations, March 2007.

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners (AICP): Membership Number 023158

American Planning Association (APA)

Institute of Transportation Engineers (ITE)

Engineer-in-Training (California)

PROFESSIONAL EXPERIENCE

Associate. LSA Associates, Inc., Riverside. California. 2006–present.

Service Planner I. Fort Worth Transportation Authority, Fort Worth, Texas. 2005.

Graduate Research Assistant. School of Urban and Public Affairs, University of Texas at Arlington. 2003–2004.

PROJECT EXPERIENCE (CONTINUED)

Rancho Workforce Housing mixed-use project. The western part of the project consisted of 16,000 square feet of retail space, a 5,000-square foot restaurant, and 25,000 square feet of office space, located on the northeast corner of Hermosa Avenue and Foothill Boulevard. The eastern part of the project consisted of 166 apartment units and will be located on the northwest corner of Center Street and Foothill Boulevard. The TIA included the analysis of 12 intersections.

Commercial/Office Projects

Perris Marketplace
City of Perris, Riverside County, California
Mr. Mukherjee conducted the traffic study to evaluate the potential traffic impacts associated with the proposed development of an approximately 520,000-square foot retail center, which included a Wal-Mart Supercenter, in the City of Perris in Riverside County. The project site was located north of Nuevo Road and west of Perris Boulevard (north of the existing Perris Plaza). The TIA included the analysis of 20 intersections and project driveways.

Adelanto Towne Center
City of Adelanto, San Bernardino County, California
Mr. Mukherjee prepared this TIA to assess the potential circulation impacts associated with the proposed development of Adelanto Towne Center. The project consisted of approximately 606,000 square feet of retail uses, which included a 183,600-square foot Target store on a site located on the southwest corner of the intersection of U.S. Highway 395 and Mojave Drive. The project was proposed to be completed in two phases and the TIA included the analysis of 46 intersections.

Redlands Office Building
City of Redlands, San Bernardino County, California
Mr. Mukherjee prepared this traffic study to assess the potential circulation impacts associated with a proposed office building in the City of Redlands. The proposed building was approximately 8,000 square feet in area and located on the north side of Plum Lane.

Circulation Analysis/Roadway Improvement

Needles Highway
San Bernardino County, California
Mr. Mukherjee conducted the traffic analysis performed to assess the impacts on traffic conditions of proposed improvements on Needles

PROFESSIONAL EXPERIENCE (CONTINUED)

Architecture Intern. Raj Rewal and Associates, New Delhi, India. 2002.

PROJECT EXPERIENCE (CONTINUED)

Highway. The project is located along Needles Highway, between Interstate 40 and the California-Nevada State line.

Altman Office Building Circulation Analysis
Cathedral City, Riverside County, California
Mr. Mukherjee evaluated site access and ingress/egress issues related to the proposed construction of a 6,414-square foot office building located at the northwest corner of Cathedral Canyon Drive and Dinah Shore Drive.

Specific Plans/General Plans

Butterfield Specific Plan
City of Banning, Riverside County, California
Mr. Mukherjee prepared the initial study and constraints analysis, which included the analysis of three design alternatives and three roadway network alternatives. The final TIA included the analysis of 50 intersections and project driveways. An analysis of freeway mainline levels of service was included in the TIA.

Loma Linda General Plan
City of Loma Linda, San Bernardino County, California
Mr. Mukherjee completed the Traffic Impact Analysis and the Circulation Element for the General Plan for the City of Loma Linda. The primary objective of the analysis was to define a circulation system that supports the development anticipated in the Land Use Element and other elements of the amended General Plan while also complying with the provisions outlined in Measure V, a voter-approved initiative laying stricter limitations on development projects vis-à-vis implementation of transportation mitigations.

Schools

Todd Elementary School, Corona-Norco Unified School District
Riverside County, California
Mr. Mukherjee conducted traffic analyses for the Todd Elementary School located along Mayhew Canyon Road in the unincorporated Sycamore Creek area of Riverside County. The analyses included special attention to pedestrian and student circulation.

Interchange/Freeway Improvements

Interstate-15/Railroad Canyon Road Interchange
City of Lake Elsinore, Riverside County, California
Mr. Mukherjee prepared the Volume Development Methodology report for future improvements at the interchange of Railroad Canyon Road in

PROJECT EXPERIENCE (CONTINUED)

the City of Lake Elsinore. The volume development was done for three design alternatives.

Parking Structures

Ambulatory Services Parking Structure
City of Loma Linda, San Bernardino County, California
LSA prepared the traffic impact analysis for the Ambulatory Services Parking Structure. The proposed parking structure is a six-level parking structure to serve the proposed Ambulatory Care Center and other uses. The proposed parking structure will be located at 11234 Anderson Street between Taylor Street and Prospect Avenue. The project included the removal of four structures currently on site and reconfiguration of a portion of the existing parking area to accommodate the proposed structures.

West Hall Parking Structure
City of Loma Linda, San Bernardino County, California
LSA prepared the traffic impact analysis for the West Hall Parking Structure. This parking structure will provide 650–750 parking stalls and will be located on west side of Campus Street between Prospect Avenue and San Juan Drive. The structure will be used by the Loma Linda University Medical Center employees and staff with a certain amount of parking allocated for physicians, patients, and nursing school instructional faculty use.

ADDITIONAL EXPERIENCE

- Designed the Purpose and Need Statement for FWTA Northeast/Southwest Alternative Alignment: Analysis for Possible Transit Solutions.
- Planning Analysis for Route 7 Transit Signal Priority Project. In charge of joint project involving the City of Fort Worth Public Safety Department and 3M and Associates.
- Planning Analysis for Enhanced Bus Corridor Development—East Lancaster Pilot Project.
- Conceptual design and analysis for a proposed Transit Plaza and Transit-Oriented Development for SE Fort Worth as part of Sustainable Development Grant from the North Central Texas Council of Government.
- Location Analysis for determining a Park and Ride for a new Express Service to North Fort Worth.
- Planning Analysis for Title VI Assessment, to be used for the Tarrant County section of the Trinity Railway Express.
- Digitization of parcels, buildings, roads, alleys and pedestrian trails for the City of Rowlett, Texas using AutoCAD Map 2004 and ArcGIS 8.2.
- Prepared a Comprehensive plan for the City of Oakridge North, located north of the City of Houston.
- Redesigned and revitalization of the Bexar Street Corridor in Dallas.
- Prepared proposals for TXDOT, HUD, and COPC research projects, which included extensive literature review, analysis, and writing of the proposals.

EXHIBIT "B"

INSURANCE

A. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the City Manager or City Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001, ed. 10/03).

(2) Insurance Services Office form number CA 0001 (Ed. 06/92) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Professional liability insurance appropriate to the Consultant’s profession and to the work to be performed under this Agreement. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. Any professional liability policy written on a claims made basis shall be specifically endorsed to show that prior acts occurring at any time after the inception date of the Agreement will be covered. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 3-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage. A “tail” policy may be purchased as an alternative to satisfy this requirement.

2. Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(1) General Liability: $1,000,000 per occurrence, $5,000 medical per occurrence, and $2,000,000 per policy aggregate for bodily injury, personal

injury and property damage. As an alternative to the per policy aggregate, Consultant may have an aggregate limit of $1,000,000 per project apply.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of not less than $1,000,000 per accident.

(4) Professional Liability: $1,000,000 per claim and $2,000,000 aggregate. As an alternative, Consultant may maintain in full force during the terms of this Agreement, professional liability insurance coverage not less than $1,000,000 per claim and $1,000,000 annual aggregate, provided Consultant and Consultant's insurance carrier both provide to City a written statement to the effect that there are no known claims, reserves or circumstances that might impair the annual aggregate amount of Consultant's professional liability policy.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled or terminated by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City, except in the event of non-payment of a premium, in which case no less than ten (1) days prior written notice by certified mail, return receipt requested, must be given to the City.

2. General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of performance of any work under this Agreement; liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its

respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage.

(1) Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

(2) If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of the employees death, may be entitled to compensation from the City under the provisions of the Labor Code, for which compensation is claimed from the City, there will be retained out of the sums due to Consultant under this Agreement, an amount sufficient to cover such compensation as fixed by the Labor Code provisions, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance and endorsements shall be on standard Acord, Department of Insurance or Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, Consultant may provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Agreement. At any time at the written request of the City, Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section.

1. Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

2. Any deductibles or self-insured retentions exceeding five thousand dollars ($5,000) must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. The requirements as to types, limits and the City's approval of insurance coverage's to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under this Agreement.

4. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage required by this Agreement, City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due under this Agreement.

5. The maintenance by Consultant and its contractors and subcontractors of the insurance coverage's and limits of insurance provided herein is a material element of this Agreement. The failure of Consultant or any of its contractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

ATTACHMENT B

City's Request for Proposal for Consultant Services

Request for Proposals

City of Wildomar Baxter Village Mixed-Use Project (PA 14-0002)
Environmental Impact Report

Proposal Due by Thursday, July 10, 2014 at 4:00 pm PST

City of Wildomar Planning Department
Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
(951) 677-7751
www.cityofwildomar.org
mbassi@cityofwildoamr.org

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I. Introduction

The City of Wildomar invites proposals from qualified firms to complete preparation and processing of an Environmental Impact Report (EIR) for the *Baxter Village Mixed-Use Project* (Project). The EIR will be required to analyze the proposed project that consists of the following entitlements: Change of Zone, Tentative Tract Map (TTM No. 36774) and Plot Plan. This EIR will be utilized to satisfy the requirements of the City of Wildomar.

The applicant is requesting to develop a Mixed-Use project (horizontal – not vertical) on approximately 36 acres consisting of approximately 75,000 square feet of commercial/retail uses, a 204-unit multi-family apartment project, and a 67-lot (small lot) single family residential subdivision. The project includes the following development applications:

- **Change of Zone (CZ):** A proposal to change the current zoning designation of CPS (Scenic Highway Commercial – 32.2 net acres) to R-4 (Planned Residential Zone – 12.5 acres) to accommodate a proposed 67 single family residential development project, and to R-3 (General Residential – 11.3 acres) to accommodate a proposed 204-unit multi-family apartment project. The remaining 8.4 acres) will stay zoned C-P-S to accommodate the commercial/retail center.

- **Tentative Tract Map (TTM 36674):** A tentative tract map to subdivide the 32 acre project site into 81 lots as follows:

  - Single Family Residential Subarea – This subarea consists of a 71-lot single family residential development consisting of 4,500 square-foot minimum lot sizes (approximately 6 units/acre density).
  - Multi-Family Residential Subarea - The subarea consists of one (1) lot to accommodate the 204-unit multi-family apartment project (approximately 18 units/acre).

  - Commercial/Retail Subarea - This subarea consists of nine (9) lots to accommodate a 75,000 square feet of commercial/retail development (9 buildings).

- **Plot Plan (PP):** There are two (2) plot plans for the 32 acre project site consisting of the following:

  - Plot Plan No. 1 – This plot plan covers the 75,000 square-foot commercial/retail development subarea.

  - Plot Plan No. 2 - This plot plan covers the 204-unit multi-family apartment project site and related site development improvements (i.e., parking, landscaping, etc.).

Proposals must demonstrate relevant expertise and experience in the field of environmental analysis and have an understanding of city policy provisions. The City is seeking a consultant team under one (1) primary consultant.

II. Scope of Work

A. Introduction

The City has determined that there is substantial evidence that aspects of the project, either on its own or cumulatively, may cause a significant effect on the environment and therefore, the requirement to prepare an EIR. The EIR shall focus on those effect determined to be significant, identify the effect determined not to be significant, and explain the reasons for determining that potentially significant effects would not be significant.

Major tasks to be completed include:

1. Prepare a Notice of Preparation for the project.
2. Review the content of the applicant's project description and peer review the applicant-sponsored technical documents.
3. Prepare technical studies including, but not limited to: air quality analysis, greenhouse gas emissions analysis, noise analysis, traffic analysis.
4. Identify and prepare any additional technical information, if needed, to prepare the environmental document.
5. Participate in meetings with city technical staff and agencies and the applicant, as appropriate, including a public scoping meeting to be conducted soon after the award of the contract.

B. Preparation of Environmental Documentation

The consultant will complete the EIR.

1. <u>Content of the Draft EIR</u> – The EIR shall be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21000 et seq., CEQA Guidelines, Title 14, California Code of Regulations 15000 et seq.

   The document shall include the required elements of an EIR; however, the consultant will be expected to ensure that each required topic is adequately documented including:

   a) Table of Contents

b) Summary of impacts, mitigation measures and finding in table and text formats
c) Project Description
d) Environmental Setting
e) Discussion of Environmental Impacts (direct and indirect, short and long term, singular and cumulative) formatted as follows:
   i. Setting
   ii. Impacts (include conclusive disposition of impact)
   iii. Mitigation Measures

f) Discussion of Significant Environmental Effects of the Proposed Project
   i. Significant Environmental Effects Which Cannot Be Avoided
   ii. Significant Irreversible Environmental Changes
   iii. Growth Inducing Impacts
g) Discussion of Mitigation Measures Proposed to Minimize Significant Impacts
h) Discussion of Alternatives to the Proposed Project
i) Effects Not Found to be Significant
j) Intended Uses of Document
k) Pertinent Laws, Ordinances and Regulations
l) Organizations and Person contacted/Bibliography
m) Discussion of cumulative Impacts
n) Appendices.

The consultant shall demonstrate to the City that they possess expertise in administering CEQA and that they have a strong working knowledge of planning regulations and the application of the planning process at the local level. The EIR shall reflect a complete understanding of the local entitlement process. The EIR shall also include a thorough analysis of the regulatory environment, including identification of the Wildomar Municipal Code, wherein existing regulations mitigate impacts.

2. Administrative DEIR – An Administrative Draft EIR (ADEIR) shall be submitted to the City. The ADEIR will be reviewed by the city and by the City Attorney (must be factored into the schedule and budget). The Consultant should plan on a minimum of two (2) rounds of review and

revisions. Post-ADEIR submission meetings and/or conference calls may be held to discuss the draft and any required modifications.

3. Screencheck Draft – A screencheck Draft EIR shall be submitted to City staff for review. Modifications shall be incorporated prior to submittal of a Public Review Draft.

4. Draft EIR – The consultant shall prepare a Draft EIR (DEIR) that addresses comments provided by staff during the screencheck and administrative draft review processes. An electronic version of the EIR suitable for posting on the City's website shall be provided, including all appendices. The consultant will be responsible for drafting the filing of the Notice of Completion, along with providing the necessary copies of the EIR to the State Clearinghouse. The City will provide Notice of Availability and Public Hearing Notices and deliver the document to the library and post at City Hall. The City will also distribute the document pursuant to the Agency List developed for the NOP.

5. Response to Comments/Mitigation Monitoring & Reporting Program/Preparation of Admin Final EIR – The consultant shall prepare Responses to Comments, Mitigation Monitoring & Reporting Program and the Administrative Final EIR.

6. Preparation of Final EIR – The consultant shall prepare the Administrative Final EIR (AFEIR) for review by the City and City Attorney's office (must be factored into the schedule and budget). The Consultant should anticipate two (2) rounds of Final EIR review. The FEIR is to be a self-contained, stand-alone document in which responses to comments are both attached as an appendix to, and reflected in, the text and diagrams of the EIR, where appropriate. A mitigation monitoring and reporting plan shall be included as an appendix. The FEIR will be distributed by the City. Public Notice and hearing responsibilities will be provided by the City.

7. Progress Meetings – In addition to meeting referenced previously, the consultant shall be available to attend two (2) additional project status meetings, if necessary.

8. Public Meetings/Hearings - Members of the consultant team may be required to attend up to four (4) meetings/public hearings. The consultant

should also provide the cost for additional meetings, should they be necessary.

9. Documents – For all hard copies of the documents (printed and bound) the following shall be provided:
   - Administrative draft documents: *5 hard copies (for internal staff review)*
   - Draft EIR for Agency for Distribution: State Clearinghouse CD submittal
   - Draft EIR (45-day Public Review Period):
     - *20 hard copies (20 comb-bound)*
     - *20 CDs containing DEIR and Technical Appendices in MS Word and PDF versions of the Draft EIR.*
     - *Two (2) full copies of the technical appendices printed (into one document)*
   - Final EIR document (for public hearing with Commission and Council):
     - *20 hard copies (20 comb-bound)*
     - *20 CDs containing MS Word and PDF versions of the Final EIR.*

   All hard copies are to be printed double-sided in color.

10. Responsibilities of the Consultant and City:
    a) The Consultant will be responsible for preparing all notices related to the NOP process, DEIR process (i.e., Office of Planning and Research) for review by City staff.
    b) The Consultant will prepare all public hearing notices for EIR scoping meeting, Planning Commission and City Council hearings. The Applicant will provide the mailing list of property owners, residents, and stakeholders for use by the Consultant.
    c) City Staff will be responsible for posting all documents in City Hall, and on the City's website, and sending all notices to Riverside County Clerk and the Press Enterprise.
    d) Consultant and City Staff will work together on the scheduling of meetings.
    e) City Staff, including the City Attorney will be responsible for reviewing all documents related to the EIR.

11. Schedule
    A. Consultant Selection and Project Schedule
    - Proposal Due: Thursday, July 10, 2014 (4 pm)
    - Consultant Interviews: If Needed, week of July 14 ~ 18
    - Award of Contract by Council: August 13, 2014 (tentative date)

- Signed Contracts Due: August 21, 2014 (tentative date)
- Tentative Project Start Date: August 28, 2014 (pending singed contract/insurance papers)

C. <u>Deadline for RFP Response</u>

The response to the Request for Proposal is to be received by the Planning Department by **4:00 pm on Thursday, July 10, 2014**. Responses received after the specified time and date <u>will not</u> be considered. Respond to:

City of Wildomar, Planning Department
Attn: Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

On the envelope/package, please clearly label "**Proposal for the Baxter Village Mixed-Use Project EIR**." Hand-carried proposals will be accepted before the response due date/time at the above address during normal business hours, Monday through Thursday (8 – 5 pm). Faxed or emailed proposals <u>will not</u> be accepted.

III. Proposal Content

Consultants shall submit two (2) copies plus one (1) signed copy for a total of three (3) copies to Matthew C. Bassi, Planning Director, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595, **no later than Thursday, July 10, 2014 at 4:00 pm.** Postmarks and facsimiles will not be accepted.

A. <u>Introductory Letter</u>

An introductory letter must be provided which identifies name, address, and telephone number of the principal person representing the prospective consultants. The person authorized to execute the contract shall sign this letter.

B. <u>Description of Organization</u>

A short description of the primary firm and services shall be provided, as well as any subcontractors, office locations, and a list of staff members who will work on the project.

C. <u>Qualification and Project Team</u>

The prospective consultant must demonstrate the experience, qualifications and resources necessary to perform the contract.

1. Overview the project team structure, including prime consultant staff and subconsultants.
2. Summarize the relevant qualifications and experience of the lead consulting firm in performing work of a similar nature and scope to the project.
3. Summarize the relevant qualifications and experience of all subconsulting firms in performing work of a similar nature and scope to their portion of the project.
4. Summarize the relevant qualifications and experience of, and provide resumes for, each team member. For each of the lead consultant staff, identify the percentage of time commitment for the project. The consultant selected for the project will be required by contract to commit these personnel through the life of the project, although the City will retain the right to request a staff change.
5. Clearly identify:
   a. The project manager who will supervise the project on a day-to-day basis;
   b. The person(s) who will attend and facilitate public meetings and make presentations; and
   c. Key personnel for subconsultants and major tasks.

D. <u>Work Approach and Methodology</u>

Provide a brief statement/summary expressing the firm's general approach to and understanding of the methodology proposed for fulfilling project requirements.

E. <u>Scope of Work</u>

Provide your firm's responses to the scope of work. This section must be detailed enough for City selection staff to evaluate your methodology and ability to perform the work requested. The proposed work program and the project schedule is to be provided. Potential strategies for addressing issues in the EIR shall be provided.

F. <u>Schedule</u>

The perspective consultant shall submit a detailed (estimated) schedule. It should include all elements of the scope of work program and meeting milestones. Time frames should be stated in terms of the number of calendar days or weeks required to complete the specified tasks. The schedule should include a project start-up meeting to initiate the project. The schedule shall be as aggressive as reasonable and possible and assume an immediate start date. Provide at least three (3) weeks for review of administrative draft documents by City staff and include time for meetings with City staff to discuss changes to draft documents.

G. Cost Estimate

Proposals shall include the following:

1. A not-to-exceed (NTE) maximum amount for each of the major tasks, including the response to public comments received as a result of the environmental document's circulation.
2. A detailed itemization demonstrating how the estimate was determined, including all anticipated tasks, time requirements, hourly rates, and rates for direct costs items, such as photocopying, printing, and travel expenses.
3. Assumptions for numbers of copies of documents and numbers of meetings by type (e.g. public workshop, staff meeting). Provide time and material estimates for additional items (copies, meetings) that might be requested.
4. Indirect costs or overhead should only cover those expenses that cannot be credited to any single project and should be factored in as a fixed percentage of personnel costs.

The only exception to the "not to exceed" cost shall be the response to public comments received as a result of the environmental document's circulation. If the City receives excessive comments on the draft document, then the costs will be determined on a "negotiated basis" when the draft document and comments on the project become available. Excessive comments are generally considered to be more than ten (10) commenting agencies/individuals and/or over 75 comments that require answers other than "comment noted."

The proposal must provide that prior to exceeding the approved budget, the consultant shall seek and obtain written approval from the City ***before*** such costs are incurred. Failure to get prior written approval may result in such costs being disallowed.

END

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Tri-Party Consultant Service Agreement for the Spring Meadow Ranch Specific Plan Environmental Impact Report (Planning Application No. 13-0107)

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Spring Meadow Ranch, LLC, and Bonterra-Psomas, Inc. for the preparation of an Environmental Impact Report (EIR) for the Spring Meadow Ranch Specific Plan project; and

2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and Bonterra-Psomas, for the preparation of an Environmental Impact Report (EIR) for the Spring Meadow Ranch Specific Plan project.

BACKGROUND

The Planning Department received a development application (Planning Application No. 13-0107) from Shapouri & Associates (Mr. Ali Shapouri) for the Spring Meadow Ranch Specific Plan project (refer to aerial exhibit on page 2) consisting of the following development applications:

- General Plan Amendment – The Planning Department will require the processing of a General Plan Amendment General Plan Amendment to change the existing land use designation from Estate Density Residential (RC-EDR), Very Low Density Residential (VLDR), Low Density Residential (LDR) and Medium Density Residential (MDR) to Medium Density Residential (MDR), Commercial Retail (CR), Public Facilities (PF), and Open Space-Recreation (OS-R), and to amend the Circulation Element to address a new southerly access road leading south from the project area.

- Specific Plan/Specific Plan Amendment – The Planning Department will require the processing and preparation of a specific plan for the project and an amendment to the Farm Specific Plan No. 116 to remove the project area from the Farm Specific Plan.

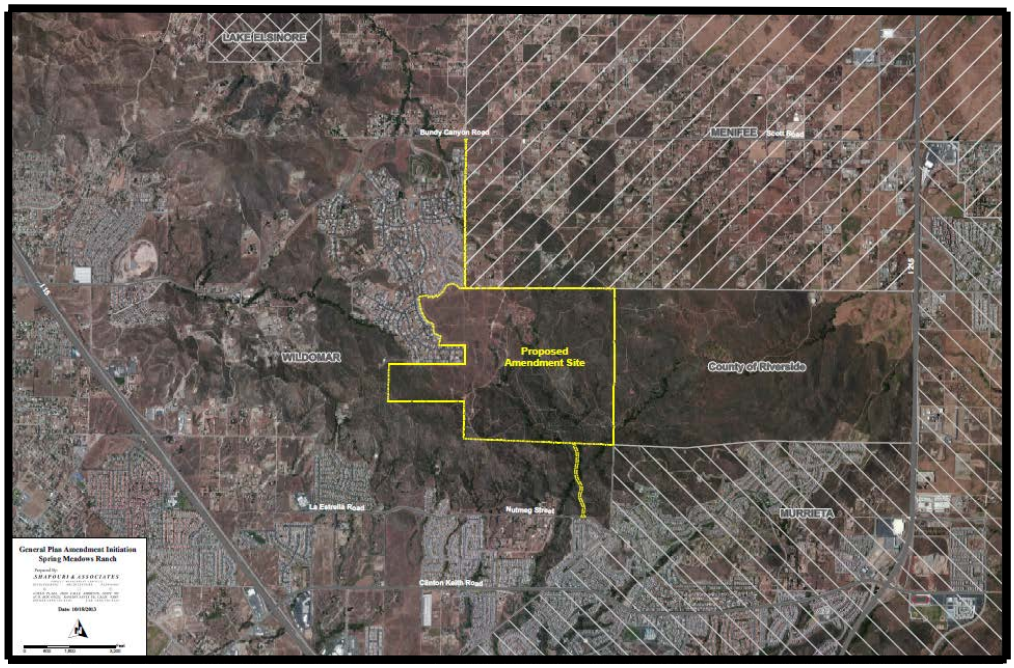
- Change of Zone - The Planning Department will require will require the processing of a Change of Zone to change the existing zoning to the proposed specific plan zoning for the proposed project.

- Tentative Tract Map – The Planning Department will require will require the processing of a tentative tract map to subdivide the 792 acre project area into approximately 1,192 lots for future single family residential development, including lots for open space, parks and recreation, commercial/retail development and public facilities parcels.

- Environmental Impact Report (EIR) – The Planning Department will require will require the processing and preparation of a EIR .

- Public Agency Coordination – Given the location and preliminary design of the proposed project, coordination with other government agencies is required. They include, but may not be limited to, the following:
  - Bureau of Land Management (easement for the southerly road connector - note that this requires National Environmental Policy Act (NEPA) compliance).
  - US Fish and Wildlife and the US Army Corps of Engineers (agency approvals for the southerly road).
  - Consideration by the Cities of Menifee and Murrieta (roadway access, project design, etc.)

Vicinity/Location (General) Map



DISCUSSION

Based on review of the proposed development applications, and in accordance with Section 15081 of the California Environmental Quality Act (CEQA), the Planning Department has determined that the proposed development project will require the preparation and processing of an Environmental Impact Report (EIR). Once the determination was made that an EIR was needed, staff extended a Request for Proposal (RFP) to the City's on-call CEQA firms (Refer to Attachment B).

Staff received four (4) proposals which were ranked based on qualifications (i.e., project manager, team resources, firm's expertise/experience with similar development projects). Based on this, staff is recommending the City Council award the contract to Bonterra-Psomas for preparation of the Environmental Impact Report (EIR).

The proposed budget/compensation with Bonterra-Psomas is a "not-to-exceed" amount of $195,020.00. With the City's standard 17.5% administrative overhead charge ($34,128.00) and City Attorney costs ($25,000.00), the total cost to prepare the EIR is $254,148.00. The total cost will be paid by the Applicant.

In accordance with the provisions of the contract, within 10 days after the effective date of the contract, the Applicant is required to deposit 20% of the total EIR cost ($50,829.60) which will allow the consultant to begin the EIR process. Within 30 days after the effective date, the Applicant is required to deposit 40% of the total EIR cost ($101,659.20). Within 60 days after the effective date, the Applicant is required to deposit the remaining 40% of the total EIR cost ($101,659.20). The estimated time frame to prepare and process this specific EIR and accompanying development applications will be approximately 12 months, including all public hearings before the Planning Commission and City Council.

FISCAL IMPACTS:

All costs associated with the preparation and processing of the EIR is the sole responsibility of the Applicant, thus, there is no fiscal impact to the City's General Fund.

Submitted by:	Approved by:
Matthew C. Bassi	Gary Nordquist
Planning Director	City Manager

ATTACHMENTS:

A. City of Wildomar/ Spring Meadow Ranch, LLC/Bonterra Psomas Tri-Party Agreement
B. Request for Proposal (RFP) for EIR Consultant Services

ATTACHMENT A

(CEQA DOCUMENT PREPARATION AND DEPOSIT CONTRACT)

CEQA DOCUMENT PREPARATION AND DEPOSIT CONTRACT

This CEQA Document Preparation and Deposit Contract ("Contract") is made and entered into as of the _____, day of _____, 2014, by and among the City of Wildomar, a California municipal corporation, ("City"), Spring Meadow Ranch, LLC, ("Applicant/Property Owner"), and Bonterra Psomas ("Consultant"). Hereafter, City, Applicant and Consultant may be collectively referred to as the "Parties."

RECITALS

A. The California Environmental Quality Act ("CEQA") [Public Resources Code § 21000 et seq.] makes lead agencies responsible for determining whether an environmental impact report ("EIR"), a negative declaration ("ND"), or a mitigated negative declaration ("MND") is to be required for any project. CEQA also provides that any such EIR, ND, or MND be prepared directly by, or under contract to, the legal agency.

B. Applicant has applied to the City for one or more land use approvals for that project ("Project") more particularly described in the "Project Description" attached hereto and incorporated herein by reference as Exhibit "1".

C. City is the lead agency under CEQA for the Project. Based on its preliminary review and consultation with Applicant, City has determined that an Environmental Impact Report ("CEQA Document") is required for the Project to adequately assess its potentially significant impacts. Pursuant to Public Resources Code § 21080.1(a) City's determination that this particular CEQA Document required for the Project is final and conclusive.

D. Consultant is a qualified environmental and/or land use planning firm. City, in consultation with Applicant, has selected Consultant to prepare the CEQA Document and any related studies, surveys, and reports as may be required to comply with CEQA. Consultant has prepared a "Scope of Work" attached hereto and incorporated herein by reference as Exhibit "2", outlining the breadth of analysis and the tasks to be performed to prepare the CEQA Document.

E. Applicant and Consultant acknowledge that as the lead agency, City is responsible for complying with CEQA and the State CEQA Guidelines ("CEQA Guidelines") [14 Cal. Code Regs. § 15000 et seq], that the City is responsible for the adequacy of its environmental documents, that the City cannot rely on comments from other public agencies or private citizens as a substitute for work CEQA requires, and that this particular CEQA Document must reflect the independent judgment of the City. Applicant and Consultant further acknowledge that as a result of these responsibilities, the CEQA Document is to be prepared and completed to reflect City's independent judgment, to comply with CEQA and the CEQA Guidelines, and to comport with all applicable professional standards.

F. CEQA authorizes City, as the lead agency, to charge and collect a reasonable fee from Applicant to recover the estimated costs incurred in preparing the CEQA Document and for procedures necessary to comply with CEQA regarding the Project. Applicant acknowledges that it is responsible for the payment of these costs as provided in this Contract.

G. City and Consultant acknowledge that CEQA and the CEQA Guidelines encourage the completion of the CEQA Document within certain time limits and that lead agencies should reduce delay and paperwork in the preparation of CEQA Documents.

H. Based on the foregoing Recitals, Applicant, City, and Consultant now desire to enter into this Contract for the preparation of the CEQA Document determined to be necessary for the Project.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenant hereafter set forth, the parties agree as follows:

Article 1.0 Applicants Obligations

1.1 CEQA Document Costs. Applicant shall pay all costs incurred for the preparation and completion of the CEQA Document which total $254,148.00.

1.2 Consultant Charges. Consultant's not-to-exceed charges for services and reimbursable expenses for preparation and completion of the CEQA Document, pursuant to that Consultant Services Agreement between Consultant and City, a copy of which is attached hereto as Exhibit "3", are $195,020.00.

1.3 City Charges. City's estimated charges for review and processing of the CEQA Document are $59,128.00.

1.4 Deposits. Applicant acknowledges that the City's estimated charges are estimates only and the actual costs may be higher. Applicant agrees to pay all Consultant charges and City charges even if those charges exceed the cost estimates provided in this Contract. To ensure timely payment and performance, Applicant shall deposit the Consultant's and City's estimated charges (Total Estimated Cost) with the City as follows:

1.4.1 Initial Deposit. Within 10 days after the effective date of the contract, the Applicant is required to deposit 20% of the total EIR cost ($50,829.60) which will allow the consultant to begin the EIR process. Within 30 days after the effective date, the Applicant is required to deposit 40% of the total EIR cost ($101,659.20). Within 60 days after the effective date, the Applicant is required to deposit the remaining 40% of the total EIR cost ($101,659.20). Nothing in this section shall preclude the Applicant from depositing the full amount prior to the last payment.

1.4.2 Subsequent Deposits. Applicant shall be responsible for making subsequent deposits with City if necessary. At such time as the Initial Deposit is reduced to either ten percent (10%) of its original amount or $10,000, whichever is greater, City shall invoice the Applicant for a subsequent deposit in an amount determined to be sufficient by the City to complete the next logical phase of work on the CEQA Document. Applicant shall deposit the invoiced amount with City within ten (10) business days after receipt of such invoice.

1.4.3 Return of Excess Deposits. Any excess of the amount deposited over the actual cost incurred by City in connection with preparation of the CEQA Document shall be refunded by City to Applicant within 15 days from the date a Notice of Determination in connection with the subject proposed Project is filed with the County Clerk.

1.4.4 No Obligation for City to Complete. Applicant understands and agrees that City shall have no obligation complete the CEQA Document, consider the CEQA Documents for approval, or to pay or incur any costs related thereto, in the event the that Applicant fails to deposit the funds required under Article 1.0 of this Contract. In no event shall City have any responsibility to incur or pay any cost for the preparation and completion of the CEQA Document, or any other activities associated with public review, comment, and consideration (such as preparing, posting, and filing notices, circulating copies of the CEQA Documents, or reviewing and recommending the CEQA Document for approval), except to the extent that Applicant has provided the deposits and funds to pay for such activities as provided under this Contract.

1.5 Communication. Applicant hereby agrees that its officers, employees, contractors, agencies or other representatives shall not communicate with, or discuss any matters relating to the CEQA Document with the Consultant engaged by City to prepare the CEQA Document without prior approval from the Planning Director or his duly authorized representative. Applicant further agrees that all questions regarding scheduling, content, or distribution of the CEQA Document, or any related matters, shall be addressed to the City staff, not the Consultant. The purpose of this provision is to ensure that the CEQA Document prepared will be objective and prepared on behalf of the City, and not a document prepared for purposes of advocating approval of the private proposed project to which it relates.

1.6 Representations. Applicant understands and acknowledges that, although City shall use reasonable efforts to see that the CEQA Document is completed in compliance with the requirements of CEQA and the State CEQA Guidelines, City does not guarantee, warranty, or in any way represent that the CEQA Document will or would be found legally valid by a court of competent jurisdiction in the event of a legal challenge to the CEQA Document by any litigant, and no term of this Contract is intended to be, or shall be, construed to express or imply such guarantee, warranty, or representation. Applicant further understands and acknowledges that neither City's receipt of the amounts specified under this Contract from Applicant, nor any other term of this Contract, is intended to be, or shall be, construed to express or imply that City agrees or intends to assume or reimburse the cost of attorney's fees, or any other cost,

expense or obligation, that would be incurred in undertaking, in whole or in part, the legal defense to any lawsuit or other legal action challenging the validity of the CEQA Document by any litigant.

1.7 Peer Review. Applicant agrees to pay all costs associated with peer review of any document prepared in connection with the CEQA Document if a valid public controversy arises with respect to the CEQA Document. Peer review shall be conducted by the Applicant hiring an environmental consulting firm approved by the City to critique the adequacy of the CEQA Document (or any technical document pertaining thereto) so that the appropriate approval body can make an informed decision with respect to the environmental effects of the Project. For purposes of this section, a valid public controversy shall mean any of the following:

(1) submission of other differing scientific opinions with respect to the CEQA Document;

(2) submission of credible evidence in opposition to evidence contained within the CEQA Document;

(3) submission of additional credible information which was omitted from the CEQA Document.

Article 2.0 Consultants Obligations

2.1 Preparation of CEQA Document. Consultant shall prepare the CEQA Document identified in Recital C of this Contract. If an EIR is to be prepared as the CEQA Document, the Consultant shall prepare the administrative draft, draft and Final EIR and responses to comments.

2.2 Attendance at Public Hearings. The Consultant shall attend all public hearings in connection with the subject proposed Project.

2.3 City Documents. The City shall maintain ownership, custody and control over all documents prepared by Consultant including, but not limited to, all CEQA Documents.

2.4 Meetings. Both Applicant and Consultant agree not to hold meetings concerning the subject proposed Project without the City present.

Article 3.0 City Obligations

3.1 Review Materials. City shall review and analyze all materials submitted in connection with the CEQA Documents as timely as practicable under the circumstances. City shall timely notify and work with Consultant regarding changes or modifications to any CEQA Documents.

3.2 Coordinate Meetings of Parties. City shall use its best efforts to coordinate and arrange meetings between City, Consultant and Applicant from time to time as the need arises.

3.3 Submit to Approval Body. Upon the satisfactory completion of the CEQA Document and all other City application processing requirements, City shall submit the Project for a hearing to the appropriate approval body of the City.

Article 4.0 Indemnity

4.1 Indemnity. The Applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Article 5.0 General Provisions.

5.1 Attorney's Fees. In the event any action is instituted to enforce the terms of this Contract, including any action to recover damages, to obtain injunctive relief, or to appeal any judgment or order of the court, the prevailing party in such action shall be entitled to entry of judgment for an amount equal to its reasonable attorneys' fees, expert witness fees and costs, and costs of suit in addition to such other relief to which it may be entitled. The provisions of this subsection shall in no way limit the scope of either party's obligations under this Contract.

5.2 Assignment. This Contract and any and all rights, duties and obligations set forth herein shall not be assigned or transferred by any party.

5.3 Amendments. This Contract may be amended only by a document in writing and signed by each of the parties to this Contract.

5.4 Entire Agreement. This Contract contains the entire agreement and understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements oral or written, are merged herein, and shall be of no force or effect. California law shall govern the interpretation and enforcement of this Contract.

5.5 Severability. If any covenant, term or condition of this Contract or any application thereof shall be invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

5.6 Authority. The parties hereto warrant and represent that each has the legal right, power and authority to enter into this Contract and to perform all of its obligations hereunder and that the execution and delivery of this Contract have been duly authorized.

5.7 Effective Date of Contract. This Contract shall not become effective until the date it has been executed by the appropriate authorities of City, Consultant & Applicant.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the effective date set forth above.

"CITY"

City of Wildomar

By:

_____

Gary Nordquist, City Manager

"APPLICANT"

Spring Meadow Ranch, LLC

By:

_____

Ali Shapouri, Manager

“CONSULTANT”

Bonterra-Psomas

By:

_____

Joan Patronite Kelly, AICP
Corporate Director of Planning and Resource Management

ATTEST:

_____

Debbie A. Lee, City Clerk

APPROVED AS TO FORM:

_____

Thomas D. Jex, City Attorney

EXHIBIT "1"
Tri-Party Contract for Consultant Services

Project Description

The Planning Department received a development application (Planning Application No. 13-0107) from Shapouri & Associates (Mr. Ali Shapouri) for the Spring Meadow Ranch Specific Plan project consisting of the following development applications:

- General Plan Amendment – The Planning Department will require the processing of a General Plan Amendment General Plan Amendment to change the existing land use designation from Estate Density Residential (RC-EDR), Very Low Density Residential (VLDR), Low Density Residential (LDR) and Medium Density Residential (MDR) to Medium Density Residential (MDR), Commercial Retail (CR), Public Facilities (PF), and Open Space-Recreation (OS-R), and to amend the Circulation Element to address a new southerly access road leading south from the project area.

- Specific Plan/Specific Plan Amendment – The Planning Department will require the processing and preparation of a specific plan for the project and an amendment to the Farm Specific Plan No. 116 to remove the project area from the Farm Specific Plan.

- Change of Zone - The Planning Department will require will require the processing of a Change of Zone to change the existing zoning to the proposed specific plan zoning for the proposed project.

- Tentative Tract Map – The Planning Department will require will require the processing of a tentative tract map to subdivide the 792 acre project area into approximately 1,192 lots for future single family residential development, including lots for open space, parks and recreation, commercial/retail development and public facilities parcels.

- Environmental Impact Report (EIR) – The Planning Department will require will require the processing and preparation of a EIR .

- Public Agency Coordination – Given the location and preliminary design of the proposed project, coordination with other government agencies is required. They include, but may not be limited to, the following:
  - Bureau of Land Management (easement for the southerly road connector - note that this requires National Environmental Policy Act (NEPA) compliance).
  - US Fish and Wildlife and the US Army Corps of Engineers (agency approvals for the southerly road).
  - Consideration by the Cities of Menifee and Murrieta (roadway access, project design, etc.)

EXHIBIT “2”

Tri-Party Contract for Consultant Services
Consultant Proposal/Scope of Work

Revised Proposal for the Spring Meadows Ranch Specific Plan Environmental Impact Report

City of Wildomar

Prepared for

City of Wildomar Planning Department
c/o Matthew Bassi, Planning Director
23873 Clinton Keith Road, Suite #201
Wildomar, California 92595

Prepared by

BonTerra Psomas
2 Executive Circle, Suite 175
Irvine, California 92614
T: (714) 444-9199 F: (714) 444-9599

August 25, 2014

BonTerra PSOMAS

Balancing the Natural and Built Environment

August 25, 2014

Mr. Matthew Bassi
Planning Director
City of Wildomar Planning Department
23873 Clinton Keith Road, Suite #201
Wildomar, California 92595

Subject: Revised Proposal to Prepare an Environmental Impact Report for the Spring Meadows Ranch Specific Plan Project

Dear Mr. Bassi:

Providing environmental services for the City of Wildomar requires a consultant who understands the needs of the City and who is a recognized leader in providing California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation. BonTerra Psomas has the expertise, enthusiasm, and commitment to provide outstanding environmental documentation to the City for the Spring Meadows Ranch Specific Plan Environmental Impact Report (EIR). As a selected firm on the City's On-Call Environmental Consultant list, we look forward to the opportunity to demonstrate that our client-centered services and excellent work products will satisfy the City of Wildomar's expectations.

BonTerra Psomas has an excellent reputation for preparing high-quality and legally defensible documents. Since 1997, BonTerra has successfully assisted public agencies with environmental documentation. On January 1, 2014, BonTerra Consulting merged with Psomas, a full-service engineering, construction management, and land surveying firm. This merger allows us to provide our public- and private-sector clients with a wider breadth and depth of professional consulting services in planning, design, environmental protection, and construction. BonTerra Psomas has completed multiple master plan and specific plan mixed-use and residential EIRs, including The Ranch Plan Program EIR, which was completed for an approximate 22,815-acre property and which included hillside development, several Threatened and Endangered biological resources, and constraints associated with roadways and infrastructure. The Newport Banning Ranch Project EIR was completed for an approximate 401-acre active oilfield property with Threatened and Endangered biological resources, wetlands, and limited vehicular access. The Triangle Specific Plan project's challenges included the provision of off-site traffic and infrastructure improvements, among others. The combination of our technical qualifications, our understanding of opponent strategies associated with legal challenges, and our hands-on experience in the regulations and requirements specific to the area displays our aptitude to work with the City on this Project. BonTerra Psomas is diligent in our commitment to providing work products within schedule constraints, and we are responsive to client directives. Stringent in-house quality-control protocols, consistent and efficient communications with team members, and unwavering commitment to exceptional client-centered services are the cornerstones of our firm's approach to successful project completion.

2 Executive Circle
Suite 175
Irvine, CA 92614

Tel 714.444.9199
Fax 714.444.9599
www.Psomas.com

The BonTerra Psomas Project Team will be led by Ms. Joan Patronite Kelly, AICP, Corporate Director of Environmental Planning and Resource Management at BonTerra Psomas. Ms. Kelly will serve as Principal-in-Charge overseeing quality assurance and quality control over all work products. She has over 25 years of experience in the environmental planning field and has focused on CEQA compliance. She has direct experience in preparing EIRs, especially for land development, mixed use projects and new communitites; she also has experience with transportation and land use development planning (including permit processing). Ms. Kelly will be assisted by Ms. Jennifer Y. Marks serving as the Project Manager, who will be the day-to-day liaison to the City. Ms. Marks has 15 years of experience in environmental documentation and analysis consistent with CEQA and NEPA throughout Southern California. Ms. Marks' career has focused on a wide variety of projects, including mixed-use, residential, and resort developments; specific plan and general plan analyses; and various infrastructure projects. Ms. Kelly and Ms. Marks have worked together as a management team on numerous projects and are both highly proficient in providing comprehensive environmental documents on time and within budget.

Ms. Kelly is authorized to execute the contract for BonTerra Psomas. Ms. Kelly and Ms. Marks are located in our Irvine office. Their contact information, including email addresses, are listed below.

Joan Patronite Kelly, AICP
Corporate Director of Environmental Planning and Resource Management
Irvine: 2 Executive Circle, Suite 175, Irvine, California 92614
Phone: 714.444.9199
Email: Joan.Kelly@psomas.com

Jennifer Y. Marks
Project Manager
Irvine: 2 Executive Circle, Suite 175, Irvine, California 92614
Phone: 714.444.9199
Email: Jennifer.Marks@psomas.com

Please feel free to contact me at 714.444.9199 or by email if you have any questions or would like additional information.

Sincerely,
BonTerra Psomas

Joan Patronite Kelly
Corporate Director of Environmental Planning and Resource Management

Jennifer Y. Marks
Senior Project Manager

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SECTION A

BonTerra Psomas Project Team Organization

BONTERRA PSOMAS FIRM PROFILE

BonTerra Psomas (formerly BonTerra Consulting) is an environmental planning and resource management consulting firm that, for over 18 years, has successfully provided California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation to public- and private-sector clients. In addition to CEQA and NEPA documents, our services include the preparation and the peer review of air quality and health risk, greenhouse gas emissions, and noise and vibration analyses; biological and aquatic resources surveys and assessments; regulatory services and permitting for biological and wetland resources; habitat restoration/mitigation planning and monitoring; cultural resources assessments and monitoring; and Geographic Information Systems (GIS) mapping and spatial analyses. Further information expanding on our services can be founded in our Request of Qualifications request submitted in April 2013 as well as the BonTerra Psomas' Statement of Qualifications found in Attachment B.

In January 2014, BonTerra Consulting merged with Psomas, an engineering consulting firm founded over 65 years ago. Psomas serves public- and private-sector clients in the water, transportation, site development, and energy markets. Additional services available within Psomas that can support the preparation of environmental documents pursuant to CEQA/NEPA include but are not limited to traffic impact assessments, water quality assessments, and water supply assessments. The fact that BonTerra Psomas has these services in-house allows us to be responsive and efficient when replying to client requests.

BonTerra Psomas meets the needs of our clients by providing strategic consulting and technical analyses. Our consulting services consistently provide our clients with timely and technically sound documentation that complies with regulatory and planning agency requirements. We believe in client responsiveness and quality assurance with no surprises.

"BonTerra…completed their work on time and presented a cost effective approach to managing our environmental concerns. Their team was extremely professional at our public hearing meetings and community workshops. BonTerra will continue to be our first call for environmental consulting services."

- Lisa Flores
Planning Services Manager
City of Arcadia

Contact Information

BonTerra Psomas has over 60 staff members to support the City of Wildomar, located in three offices, listed below.

- **Irvine Office**
  2 Executive Circle, Suite 175, Irvine, California 92614
  Phone: 714.444.9199
- **Riverside Office**
  1500 Iowa Avenue, Suite 210, Riverside, California 92507
  Phone: 951.787.8421
- **Pasadena Office**
  225 South Lake Avenue, Suite 1000, Pasadena, California 91101
  Phone: 626.351.2000

Where services cannot be provided by our firm or at the request of a client, BonTerra Psomas works collaboratively with technical consultants on a variety of projects. From this experience, we are cognizant of which firms and individuals consistently produce high quality work products within project schedule constraints and established budgets. ***GMU Geotechnical, Inc.* (*GMU*)** will provide the peer review of the geotechnical report to be provided by the Applicant.

GMU GEOTECHNICAL, INC. FIRM PROFILE

Established in 1968, GMU's staff of highly quailed registered professionals and engineering technicians has experience in all phases of geotechnical engineering and engineering geology. Projects vary in size from master-planned communities to custom single-family residences, high-rise office buildings, water treatment plants, reservoirs, dams, transportation-related projects, bridges, and large hillside developments. GMU has unique technical expertise in Landslide Stabilization; Forensic Engineering; Pavement Engineering; Blasting and Vibration Analysis and Monitoring; Earthquake Engineering and Numerical Modeling; and Shoring and Wall Design (both geotechnical and structural design). GMU has an on-campus geotechnical laboratory, which performs a full range of geotechnical lab tests. The firm also performs Deputy Special Inspections for a wide range of projects as well as material testing.

Contact Information

GMU Geotechnical, Inc.'s corporate office with staff members assigned to work on this Project is located in Rancho Santa Margarita.

Rancho Santa Margarita
23241 Arroyo Vista, Rancho Santa Margarita, California 92688
Phone: 949.888.6513

PROJECT TEAM STAFF MEMBERS

The following key BonTerra Psomas Project Team members for the Spring Meadows Ranch Specific Plan Environmental Impact Report (EIR) are listed below:

- Joan Patronite Kelly, AICP, Principal-in-Charge
- Jennifer Y. Marks, Project Manager, Environmental Planning
- Jillian K. Neary, Environmental Analyst
- Megan Larum, Environmental Analyst
- James P. Kurtz, Air Quality, GHG, and Noise Manager
- Victor M. Ortiz, Air Quality, GHG, and Noise Specialist
- Patrick O. Maxon, MA, RPA, Cultural Resources Manager
- Stacie A. Tennant, Project Manager, Biological Services
- Michael Daly, PE, ENV SP, Project Manager, Water Resources
- Bruce Kirby, PE, QSD/QSP, Project Manager, Water Quality Design Services
- Alejandro Angel, PhD, PE, PTOE, ENV SP, Traffic Engineer
- Aron Taylor, M.S., P.G., C.E.G., GMU Geotechnical, Inc., Principal Engineering Geologist

SECTION B

BonTerra Psomas Project Team Qualifications

"The BonTerra team has proven diligent in meeting the environmental and regulatory requirements of OC Public Works projects on many occasions.

The County of Orange looks forward to its continued teamwork with BonTerra and would highly recommend them as an outstanding firm to provide environmental and regulatory expertise."

- Kasey Nielsen, P.E.
Project Manager
OC Public Works

Project Management Team and Key Staff

Much of the responsibility for the success of the CEQA process depends on the Project Manager's ability to successfully coordinate the various parts and players associated with the Project and the environmental document into a unified presentation. In order to meet the needs and expectations of the City of Wildomar, BonTerra Psomas has assembled a highly qualified Project Team that can provide environmental documentation, including peer review, that is in compliance with CEQA and recent case law, and will be prepared to the satisfaction of the City's planning staff and legal counsel. This can best be met through the leadership of Joan Patronite Kelly, AICP, as Principal-in-Charge and Jennifer Y. Marks as Project Manager, Environmental Services. Ms. Privitt and Ms. Marks will be supported by key BonTerra Psomas and Psomas staff members to provide peer review and preparation of CEQA analysis.

Joan Patronite Kelly, AICP

Principal-in-Charge

Joan Patronite Kelly, AICP is an Urban and Environmental Planner with a geographically diverse background and more than 25 years of experience. Ms. Kelly specializes in National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance, and has direct experience in the preparation of Environmental Impact Statements (EISs); Environmental Impact Reports (EIRs); Environmental Assessments (EAs); land use studies; socioeconomic analyses; and transportation and land use development planning (including permit processing). She also has experience with multi-disciplinary, complex, and controversial projects such as the Centennial Specific Plan and Phase One Implementation EIR; the Aviation Station Transit-Oriented Development; the City of Wildomar, the Jurupa Valley, the City of Eastvale, and the Menifee Valley Incorporation Projects Initial Studies/Mitigated Negative Declarations (IS/MNDs); and the EIRs for the *Disneyland Resort Specific Plan*, the *Anaheim Resort Specific Plan*, and Anaheim GardenWalk (formerly Pointe Anaheim).

Jennifer Y. Marks

Project Manager, Environmental Planning

Jennifer Y. Marks, will assist Ms. Privitt by providing coordination internal to BonTerra Psomas Project Team, including the GMU Geotechnical, as well as providing additional contact and coordination with the City; managing the preparation of the EIR; and preparing sections of the EIR. With 15 years of experience in environmental planning throughout Southern California, the City can be confident that Ms. Marks will provide with a technically sound document. Ms. Marks' career has focused on a wide variety of projects, including specific plan

and general plan analyses; mixed-use, residential, office, and resort developments; transportation infrastructure; and various utility infrastructure projects. She has prepared impact analyses for many environmental resource issue areas including land use, biology, water resources, air quality, noise, traffic, aesthetic resources, geology, historic and cultural resources, and hazards and hazardous materials. Her CEQA experience includes the Triangle Specific Plan Project EIR; Empire Lakes Specific Plan EIR; the Newport Banning Ranch Program EIR; and the Rancho Cucamonga Industrial Area Specific Plan 18.

Jillian K. Neary

Environmental Analyst

Jillian K. Neary will assist Ms. Privitt by providing research of technical issue analyses and provide document section preparations. Ms. Neary has over 15 years of experience in environmental analysis and land use investigation, including 11 years in the preparation of environmental compliance documents pursuant to CEQA, NEPA, and associated State and federal regulations for both private- and public-sector clients throughout Southern California. Additionally, Ms. Neary has performed subsurface investigations and underground storage tank removals and has prepared Phase I and Phase II Environmental Site Assessments for over 40 sites in central Indiana. She has evaluated the potential for environmental impacts on all CEQA topics, providing particular expertise in geology and soils, natural resources, and hazardous materials. Ms. Neary's experiences includes the West Desert Hot Springs Master Drainage Plan Program EIR and the Northlake Specific Plan EIR.

Megan Larum

Environmental Analyst

Megan Larum will assist Ms. Privitt by providing research of technical issue analyses and provide document section preparations. Ms. Larum has eight years of experience in environmental documentation and analysis consistent with CEQA and NEPA. Ms. Larum has strong academic training in environmental planning, with an emphasis in energy policy. She has experience with GIS and has participated in permit preparation and mitigation monitoring activities. In addition, she has experience in cultural resources management and has participated in Native American Heritage Commission (NAHC) requests and Phase I Cultural Resources Assessments. Ms. Larum's experience includes the Triangle Specific Plan EIR and the Pelican Industrial Project EIR.

Stacie A. Tennant

Project Manager, Biological Resources

Stacie A. Tennant, Project Manager, Biological Resources, will provide a Biological Resources technical peer review and oversee the preparation of the EIR section. With 18 years of experience, Ms. Tennant has conducted peer reviews and conducted biological analyses for numerous projects in Riverside County and is therefore well versed on the requirements of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) with respect to Habitat Assessments and Determination of Biologically Equivalent or Superior Preservation Reports. She has conducted sensitive species surveys and focused

surveys for the coastal California gnatcatcher, least Bell's vireo, burrowing owl, special status invertebrates, and desert tortoise. She has also conducted reconnaissance surveys and habitat evaluations for Endangered, Threatened, and sensitive floral and faunal species; identified and classified plants and plant communities; processed resource agency permits; and managed projects. She has managed and/or authored the biological resources sections of numerous EIRs, Biological Technical Reports; Biological Assessments (pursuant to Section 7 consultations with the U.S. Fish and Wildlife Service); focused surveys for sensitive species; tree reports; resource management plans; mitigation monitoring reports; and general biological assessments and constraints analyses. She is well-versed with the natural resources regulations of the Federal Endangered Species Act, the California Endangered Species Act, CEQA, the CWA, the Migratory Bird Treaty Act, the *California Fish and Game Code*, and other regional and local biological statutes.

James P. Kurtz

Air Quality, GHG, and Noise Manger

James P. Kurtz, Air Quality, GHG, and Noise Manager, will provide peer review of the Air Quality, GHG, and Noise technical studies provided by the Applicant and oversee the preparation of the respective EIR sections. As an Engineer with 44 years of technical and project management experience, Mr. Kurtz has prepared air quality analyses since 1974, acoustic analyses since 1989, and climate change/greenhouse gas (GHG) analyses since 2007 for general plans and specific plans; residential, commercial, industrial and infrastructure projects; interstate highways and major roadways; educational and institutional developments; commuter rail lines; and major utility installations. Most of these studies were for federal, State, and local environmental documents according to CEQA and NEPA requirements. Project end users have included cities and counties, private developers, water districts, educational institutions, transportation agencies, and utility companies. His experience working on specific plans and large-scale developments include the Rancho Cucamonga 2010 General Plan Update EIR and Technical Reviews; Triangle Mixed-Use Specific Plan Project; the Triangle Specific Plan EIR; the Newport Banning Ranch Project.

Victor M. Ortiz

Air Quality, GHG, and Noise Specialist

Victor M. Ortiz, will assist Mr. Kurtz by preparing EIR sections for Air Quality, GHG, and Noise analysis. With eight years of experience in environmental documentation and analysis consistent with CEQA and NEPA, Mr. Ortiz has prepared numerous air quality impact assessments that documented air pollutant emissions and concentrations related to various public infrastructure and private development projects. He has a thorough understanding of the National and State Ambient Air Quality Standards, as well as the rules and regulations adopted by many local air districts. His expertise includes field noise monitoring and construction and operational air quality impact analyses. Mr. Ortiz has a thorough understanding of computer modeling software, including the California Line Source Dispersion Model (CALINE-4) developed by Caltrans; the mobile source emissions inventory models EMFAC2011 and OFFROAD2011 developed by the California Air Resources Board; the

California Emissions Estimator Model (CalEEMod) developed for the SCAQMD by Environ; and AERMOD developed by Lakes Environmental. His project experience includes the Triangle Mixed-Use Specific Plan Project and the Pelican Industrial Project.

Patrick O. Maxon, M.A., RPA

Cultural Resources Manager

Patrick O. Maxon M.A., RPA, Cultural Resources Manager, will provide Cultural Resources technical peer review and oversee the preparation of the EIR section. Mr. Maxon is a Registered Professional Archaeologist who meets the Secretary of Interior's standards for historic preservation programs for archaeology. Mr. Maxon has 20 years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, ethnography, and tribal consultation. He has expertise in compliance with the NEPA, the CEQA, the National Historic Preservation Act, the Archaeological Resources Protection Act, and the Clean Water Act (CWA), among others. Mr. Maxon has completed hundreds of cultural resources projects that have involved the full range of cultural resources. Mr. Maxon's experience includes the Summerly Development Project; the Alberhill Ranch Specific Plan; the Baker Ranch Development Project Archaeological Investigations; the Joshua Basin Water District Groundwater Recharge Basin and Pipeline Project; and the Murrieta Creek Bridge and Overland Drive Extension Project.

Michael Daly, PE, ENV SP

Project Manager, Water Resources

Michael Daly, PE, ENV SP, Project Manager, Water Resources will provide peer review of the Hydrology and Hydraulic Technical Report and the Water Supply Assessment. With 22 years of experience in the field of water resource design, Mr. Daly manages the Psomas utility design and hydrology/hydraulics team, which completes a variety of project types including sanitary sewer and storm drain planning and design; potable water system planning and design; utility coordination modifications; watershed floodplain studies; and flood control mitigation studies and design. Mr. Daly oversees and is responsible for the technical accuracy of all projects for his team. His project experience includes the North Spring Street Bridge Project and the Antelope Valley Solar Facility Watershed Study.

Bruce Kirby, PE, QSD/QSP

Project Manager, Water Quality Design Services

Bruce Kirby, PE, QSD/QSP, Project Manager, Water Quality Design Services, will provide a peer review for the WQMP. He is a professional engineer with experience in land development engineering that has directed the design of several residential, institutional, retail, commercial, industrial, and recreational projects throughout Southern California. These projects have included providing such services as preliminary engineering and backbone engineering design for the grading, roadway, storm drain, sewer and water infrastructure required for several large master-planned community projects and was involved in the development of over 4,000 acres within Rancho Santa Margarita. Other projects include the New Model Colony Backbone Infrastructure

Facilities; the Eastern Portion Project; and the Ridgestone Apartments in Lake Elsinore.

Alejandro Angel, PhD, PE, PTOE, ENV SP

Traffic Engineer

Alejandro Angel, PhD, PE, PTOE, ENV SP, Traffic Engineer, will provide peer review of Traffic Impact Analysis Technical Report. Dr. Angel's experience includes numerous traffic engineering studies for public and private projects; safety evaluations; the development of engineering standards and policies; and the planning and design of roadway and highway projects, roundabouts, traffic signal systems, and Intelligent Transportation Systems. Dr. Angel and his team have completed projects in California, Arizona, Utah, and Washington. He has also served as a Transportation Engineering adjunct faculty member at the University of Arizona and received the 2009 Young Professional Achievement Award from the ITE Western District, which includes approximately 5,000 transportation engineering professionals in 13 western States. Mr. Angel's experience includes the Dana Point Town Center Revitalization Project; the Anaheim Street Rehabilitation and Reconstruction Project; and the Hawthorne Boulevard Rehabilitation Project.

Aron R. Taylor, M.Sc., P.G., C.E.G.

Principal Engineering Geologist

Aron R. Taylor, M.Sc., P.G., C.E.G., Principal Engineering Geologist, has over 13 years of experience on a wide variety of geotechnical projects. His experience includes work with a number of residential and master-planned community developers, commercial developers, public agencies, and water districts. He has worked successfully as the Project Manager and Engineering Geologist for a wide variety of projects. His specific engineering geological experience includes large-scale grading jobs, geologic mapping, subsurface exploration, foundation investigations, landslide evaluations, liquefaction studies, groundwater investigations, seismic hazard analyses, seismic refraction and rippability studies, fault investigations, and debris flow analyses. Mr. Taylor's relevant experience for this Project includes The Ranch Plan Project; the Newport Banning Ranch Project; the Westar Goleta Mixed-Use Project; the Esencia Project; and the Sendero Project. In addition, he has completed Rippability Studies for Pulte Homes in Murrieta and for the Alessandro Rippability Study in Riverside.

Project Team Staff Availability

We understand that the City is receiving and processing substantial development proposals. Our role is to serve as extension of your staff to offset some of the demands placed on your limited planning staff associated with multiple projects occurring simultaneously with aggressive project deadlines. The personnel assigned to the Project have worked closely with a variety of cities and counties in Southern California throughout their careers and have an intricate understanding of the processing and staff requirements. For many of these clients, we work on concurrent assignments for multiple projects. The majority of the work that has been performed by the Project Team members has included "as-needed" work assignments, which, by their nature, involve

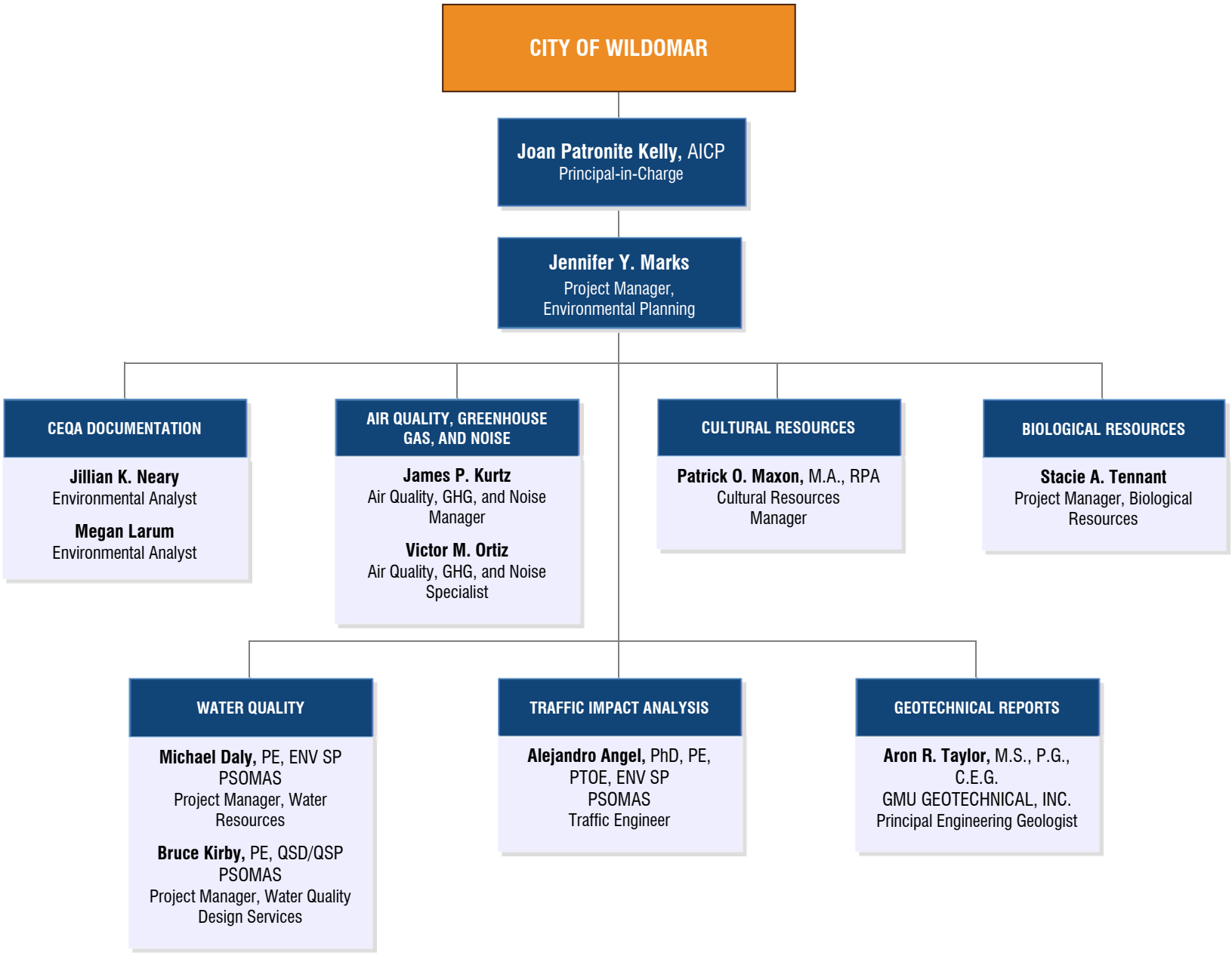
"The staff at BonTerra exhibits a high-caliber work ethic, strong project management skills, and a vast array of environmental experience. BonTerra's standards of excellence and quality analysis are very high. BonTerra staff consistently excel at any given task, and more importantly, critically evaluate work requests in a manner that far exceed expectations. The staff exhibit the greatest work ethic, exemplary time management skills, and competency at any given task. They have been reliable and easy to work with, in an environmental that demands the greatest work ethic, technical competency, and initiative."

-Claire L. Flynn, AICP
Assistant Development Services Director
City of Costa Mesa

short, advance notice periods and sometimes very short delivery schedules. With over 60 professional staff members along with in-house Psomas key personnel expertise, the Project Team is consistently able to meet demanding schedules on concurrent assignments.

Generally, we expect that our team will have about 30 to 60 percent availability. While each of the key staff members has other project responsibilities, we work hard to ensure that our client's project schedules are met. Therefore, each team member will have adequate availability to meet this project's requirements. We are careful not to commit 100 percent of any staff member's time, thereby assuring availability of qualified staff. Availability, roles for the Project, and brief qualifications for staff members proposed for the Project are listed below. Full resumes highlighting their experience for the Project are available in Attachment A.

ORGANIZATIONAL CHART



Key Project Team

Key Staff	Role and Responsibilities	Availability for the Project
Joan Patronite Kelly, AICP BonTerra Psomas	Principal-in-Charge • Developing strategies and problem-solving approaches for issues. • Providing QA/QC by reviewing documents for analytic approach and legal defensibility.	50%
Jennifer Y. Marks BonTerra Psomas	Project Manager, Environmental Planning • Working as day-to-day contact to the City. • Providing internal coordination to the Project Team including Subconsultant and support coordination with the City. • Managing the preparation of the EIR as well as preparing environmental issue analyses. • Attend and facilitate public meetings and make presentations as-needed	70%
Jillian K. Neary BonTerra Psomas	Environmental Analyst • Research technical issue analyst • Provide document section preparations	60%
Megan Larum BonTerra Psomas	Environmental Analyst • Research technical issue analyst • Provide document section preparations	60%
Stacie A. Tennant BonTerra Psomas	Project Manager, Biological Resources • Peer Review of Biological analyses. • Oversee preparation of the Biological Resources EIR section.	35%
James P. Kurtz BonTerra Psomas	Air Quality, GHG, and Noise Manager • Peer review for Air Quality, GHG, and Noise analyses. • Oversee preparation of the Air Quality, GHG, and Noise EIR Sections.	35%
Victor M. Ortiz	Air Quality, GHG, and Noise Specialist • Prepare EIR sections for Air Quality, GHG, and Noise analysis	35%
Patrick O. Maxon, M.A., RPA BonTerra Psomas	Cultural Resources Manager • Peer Review of Cultural Analyses. • Oversee preparation of the Cultural Resources EIR section.	35%
Michael Daly, PE, ENV SP Psomas	Project Manager, Water Resources • Peer Review of Hydrology and Hydraulic Technical Report and the Water Supply Assessment.	30%
Bruce Kirby, PE, QSD/QSP Psomas	Project Manager, Water Quality Design Services • Peer Review of the WQMP.	30%
Alejandro Angel, PhD, PE, PTOE, ENV SP Psomas	Traffic Engineer • Peer Review of Traffic Impact Analysis Technical Report.	30%
Aron R. Taylor, M.Sc., P.G., C.E.G. GMU Geotechnical, Inc.	Principal Engineering Geologist • Peer Review of Geotechnical Reports.	30%

"I have to commend your staff for the exceptional work that has been done in editing this document. I've not seen a DEIR as clean as this one before…it is obvious that you and your staff have an exceptional grasp of our project and what is being proposed."

- Scott Wolfe
Planning Director
City of Westlake Village

BonTerra Psomas Project Experience

Providing thorough and legally defensible environmental documentation for development and infrastructure projects for public and private sector clients is BonTerra Psomas' primary service and the cornerstone of our Environmental Services expertise. BonTerra Psomas has extensive project experience that will be drawn upon when preparing the EIR for the Spring Meadows Ranch Specific Plan. Projects were chosen to demonstrate our abilities to successfully navigate the CEQA process in various jurisdictions and in areas with differing circumstances and political influences. Each of these projects highlights different aspects of our experience, which would be applied to the Spring Meadows Ranch Specific Plan EIR.

City of Wildomar Incorporation Initial Study/Negative Declaration, Riverside County. BonTerra prepared an Initial Study (IS) leading to a Negative Declaration that was approved by the Local Agency Formation Commission (LAFCO) to move to the Community of Wildomar for a vote on whether it should become a general law city. Approval meant that municipal decisions would pass from the County of Riverside to the newly formed City. BonTerra concluded that incorporation did not have any identifiable financial impacts upon residents or businesses, nor would it increase taxes. Additionally, properties, utilities, transient occupancy taxes, other taxes, assessments, fees, and currently levied parcel charges would remain the same. All or a portion of the revenue from these taxes and parcel charges would transfer to the new City, which would then become responsible for providing services supported by these revenues. Once the LAFCO approved the project and the incorporation took place, a number of public services would increase if revenues allowed. The residents of the new City of Wildomar would design these services, which could include parks, youth programs, senior programs, beautification projects, extra policing, or partnerships with other agencies. The City of Wildomar incorporated on February 2008.

Newport Banning Ranch Environmental Impact Report, Newport Beach. BonTerra prepared the EIR and several of the technical studies for this highly controversial master plan project. The project site is an active oilfield with surface and subsurface oil production facilities located throughout the entire 401.1-acre site. The project would allow for the development of up to 1,375 residential dwelling units; 75,000 square feet (sf) of commercial uses; and a 75-room resort hotel on approximately 97 acres of the 401-acre site. Public park facilities would be provided on approximately 51 acres. Roadways would be extended through the site to provide new north-south and east-west roadway connections. The project includes the abandonment and reabandonment of oil production facilities; site remediation; consolidation of existing surface oil production facilities; land use development on approximately 149 acres; and preservation of approximately 252.3 acres as open space uses. The open space would include approximately 16.5 acres of consolidation sites for oil production facilities to be remediated and restored for open space use when oil production activities cease in the future. The EIR comprehensively addresses all topical issues with the exception of agricultural resources. Project approvals from the City of Newport Beach included certification of the Final EIR and approval of the project as proposed by the applicant, as well as approval of a General

Plan Circulation Element Amendment, zone change, Planned Community Development Plan, Development Agreement, and Tract Map. The City Council approved the project and certified the Final EIR in July 2012. The project and Final EIR were litigated. In November 2013, the Superior Court of California upheld the adequacy of the Final EIR.

The Triangle Specific Plan Environmental Impact Report, Murrieta. BonTerra prepared an EIR for a mixed-use development project in Murrieta. The project site is bordered by Murrieta Hot Springs Road to the north, Interstate (I) 15 on the west, and I-215 on the east. The proposed project involves approximately 1,334,000 sf of development on approximately 61.8 acres, which would consist of "Class A" office space; potential residential uses; and commercial services such as restaurants, entertainment, parking, junior- and medium-sized anchor retail stores, a department store, and a hotel and conference facility. Key environmental issues addressed in the EIR include traffic/circulation, land use, noise, and air quality.

Pelican Industrial Project Environmental Impact Report, Perris. BonTerra prepared an EIR for the project that tiered from the Perris Valley Commerce Center (PVCC) Specific Plan EIR. Areas of special consideration in the EIR include air quality/health risk, noise, and traffic. Of these, BonTerra prepared the supporting air quality analysis (including dispersion modeling to determine pollutant exposure of adjacent receptors), noise analysis, and GHG emissions analysis. The Pelican Industrial Project involves the construction and operation of up to 600,000 gross square feet (gsf) of light industrial warehouse uses on approximately 37.5 acres (including on-site and off-site areas) located within the PVCC Specific Plan area in the City of Perris. Two 44-foot-high industrial buildings are proposed. Building 1 would be approximately 480,000 gsf and would accommodate high-cube warehouse/distribution uses. Building 2 would be approximately 120,000 gsf and would accommodate light industrial uses. The proposed project has been designed in compliance with the Standards and Guidelines outlined in the PVCC Specific Plan. Redlands Avenue would be constructed at its half width adjacent to the project site; Markham Street would be constructed between Redlands Avenue and Perris Boulevard (full width adjacent to the project site and half width from the project site to Perris Boulevard); and Nance Street would be constructed at its full width adjacent to the project site. The proposed project would also include the installation of utility infrastructure systems necessary to serve the proposed project. The project was approved and the Final EIR certified by the City of Perris in November 2013.

The Ranch Plan Program Environmental Impact Report 589 and Subsequent Environmental Documentation, Orange County. The project allows for the development of 14,000 residential dwelling units, which includes 6,000 senior housing units; 3.5 million sf of urban activity uses; 0.5 million sf of neighborhood center uses; and 1.2 million sf of business center uses on the 22,815-acre project site. Approximately 15,121 acres of the site would be retained in open space. The project required the County of Orange's approval on amendments to the County General Plan and zone changes. Issues addressed in the Program EIR include land use compatibility, transportation, aesthetics and landform

"BonTerra met all deadlines for this [The Ranch Plan] Program EIR, which had a very aggressive schedule. BonTerra's hard work, perseverance, and unfailing enthusiasm in the face of many obstacles helped to create a large, complicated document in a very short period of time."

- Laura Coley Eisenberg
Vice President, Open Scape and Resource Management
Ranch Mission Viejo

alteration, biological resources, and water resource management and water quality. The Orange County Board of Supervisors approved the project and certified the Final Program EIR. BonTerra continues to provide construction-level CEQA documentation for project implementation. This documentation includes the preparation of an Addendum to Final EIR 589 for Planning Area 1 and an Addendum for Planning 2 and the preparation of supporting environmental documentation regarding the widening of Ortega Highway for the California Department of Transportation (Caltrans).

North Fullerton Mixed-Use Village Specific Plan Environmental Impact Report, Fullerton. BonTerra is preparing the EIR pursuant CEQA and the Fullerton CEQA Guidance Document approach to analysis; the Guidance Document was also prepared by BonTerra in coordination with the City. The project would allow for the reuse of the approximate 44-acre site with residential, commercial/industrial, park, and circulation uses. The project is proposed to include approximately 720 residential units including apartments, townhomes, and single-family detached dwelling units; approximately 10 acres of commercial/industrial uses; and 4 acres of parks/circulation. The project requires a General Plan Amendment and zone change from "Industrial" to "Specific Plan". However, the project site is within the North Industrial Focus Area of the City's General Plan (The Fullerton Plan) and is consistent with the growth anticipated for this area. The project EIR will be tiered from The Fullerton Plan EIR. Key environmental issues to be addressed in the EIR include Air Quality; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use; Noise; Traffic/Transportation; and Utilities and Service Systems.

Rancho Cucamonga Industrial Area Specific Plan 18 Amendments and Addendums to Prior Environmental Impact Report, Rancho Cucamonga. BonTerra prepared two amendments to the Rancho Cucamonga Industrial Area Specific Plan 18 and an Addendum to a Prior EIR. On sites designated for office uses within the Specific Plan area, one applicant proposed an apartment project and one applicant proposed a horizontally mixed-use development with apartments and neighborhood retail uses. An Addendum to the previous EIR was prepared for the project. The environmental documentation focused on land use compatibility, traffic, and changes in service and utility requirements. The Specific Plan was rewritten and updated to reflect changes in site development conditions and allowable land uses within the Specific Plan area.

Pacific Gateway Residences Addendum to a Prior Environmental Impact Report, Costa Mesa. BonTerra prepared an Addendum to the Plaza Residences Final EIR to address modifications to the previously approved project. The project proposes construction of 113 for-lease residential units on a 2.46 acre area, thereby completing the final phase of development on the 1901 Newport Boulevard site. The Addendum evaluated changes in impacts from the original project, which evaluated development 145 condominium units to the current proposal of 113 for-lease units. As part of the modified project, the site plan for the 2.46-acre area was revised to eliminate a two-level subterranean parking structure and instead construct of a five-level parking structure. BonTerra

prepared new air quality; shade and shadow analysis; and noise analyses and coordinated with public service providers and utility agencies.

Plaza Residences Environmental Impact Report, Costa Mesa. BonTerra prepared the Plaza Residences EIR for this highly controversial in-fill development project. The EIR assessed the potential impacts that could result from the adoption and implementation of a General Plan amendment, a zoning code amendment, and related approvals. The EIR focused on land use compatibility, aesthetics, and transportation and parking. The project proposed the development of high-density residential condominiums while retaining the existing 1901 Newport Plaza building on the northern 3.61 acres of a 7.79-acre site. The project would allow 161 residential condominiums in 4 separate 4-story buildings with associated recreational amenities; would provide subterranean parking for residents; and would construct a 5-level parking structure to serve both the 1901 Newport Plaza building and the development's residents and guests.

Jefferson Commons Specific Plan Environmental Impact Report, Fullerton. BonTerra prepared an EIR for the Jefferson Commons Specific Plan project, an approximate 6.8-acre project located in the northeastern portion of the City of Fullerton. Project implementation required the demolition of on-site apartments and offices to construct 375 student-oriented housing units; a 7-level parking structure; 12,000 sf of leasing offices; and 30,000 sf of retail uses. The site is near five universities, including the California State University, Fullerton. Issues addressed in the EIR include intensification of development; aesthetic compatibility; traffic, parking, and circulation; demolition impacts; and hazardous materials. The project required a General Plan amendment and zoning reclassification.

Fullerton Transportation Center Specific Plan Environmental Impact Report. BonTerra prepared the EIR for the Fullerton Transportation Center (FTC) Specific Plan Project. The FTC Specific Plan proposes redevelopment of approximately 39 acres of land within and adjacent to the City of Fullerton's Central Business District to create a sustainable, compact, urban neighborhood within walking distance of the Fullerton Train Depot and downtown Fullerton. Land uses were proposed consistent with that required for a successful transit-oriented development. The project site contains privately and publicly owned parcels developed with commercial, industrial, transportation (including the Fullerton Train Station), public parking, religious, and residential uses. The project involves the redevelopment of the project area with mixed uses including a maximum of approximately 1,560 multi-family residential units, 100,000 sf each of retail and office uses, a hotel, and civic spaces/parks. The project includes improvements to the existing circulation system to form a cohesive network that provides access and mobility for motorists, transit riders, pedestrians, and

bicyclists. Key environmental issues addressed in the EIR include land use, traffic and parking, historical resources, GHG emissions, noise, air quality, water supply, and hazardous materials.

North Park Village and Nature Preserve Specific Plan Program Environmental Impact Report, Moorpark.

BonTerra prepared the EIR for the 3,586.3-acre hillside project proposed for development with up to 1,650 residences (including 150 affordable units), 5 acres of commercial uses, 1 school site, 13 public and private parks, a 52-acre public lake, over 2,121 acres of preserved open space, and a new interchange with the State Route 118 Freeway. Site development could not exceed 500 residential units without the Caltrans District 7's approval of the freeway interchange. Issues addressed in the Program EIR include land use freeway impacts; biological resources, including the loss of oak trees, impacts to Threatened and Endangered species, and changes to wildlife movement; aesthetic and topographical changes; air quality; noise; and hazardous materials. The Program EIR addresses issues related to the annexation of the site into the City of Moorpark by the Ventura County LAFCO; Moorpark was the lead agency. The City Council and the Planning Commission held over 35 public hearings, where BonTerra made presentations to describe the project and its impacts. The Final EIR was certified by the City of Moorpark; the project was the subject of a special election where the electorate did not approve it.

GMU Geotechnical, Inc. Project Experience

A selection of GMU's relevant projects include the following:

Geotechnical Peer Reviews for Public Agencies. GMU provides on-call geotechnical services to numerous cities including, most recently, Laguna Niguel, Lake Forest, and Chino Hills. This role includes Peer geotechnical reviews and issuing review comments for geotechnical reports on behalf of the cities.

Environmental Impact Report and Entitlement Studies. GMU has served as the lead geotechnical consultant for the initial planning and entitlement of numerous master-planned communities and projects. GMU has prepared geotechnical studies to support EIR and entitlements including Rancho Mission Viejo; Newport Banning Ranch; Ladera Ranch; Las Flores; Rancho Santa Margarita; Talega; Crystal Cove; Santaluz; and St. Michael's Abbey.

Murrieta Hills, Murrieta. Murrieta Hills is located adjacent to the eastern issue for developments in the area is rippability of the hard bedrock. GMU performed a seismic refraction study to obtain seismic wave velocity and depth data that are representative of subsurface materials at Murrieta Hills. This data is intended to assist in characterizing the probable earth materials to be excavated. Rippability of the materials present at the site can be estimated as a function of seismic velocity, geologic structure, ripping equipment capacity, and operating technique.

Main Street Bridge Expansion, Temecula. GMU provided vibration monitoring services for the City of Temecula during foundation construction for the Main Street bridge expansion project. GMU services included performing pre- and post-construction surveys at a historic hotel, city museum, and apartment buildings. Vibration monitoring services were performed at these structures during the pile driving operations related to the bridge foundation.

Expansion of Calvary Chapel Conference Center, Murrieta. GMU performed a geotechnical investigation and prepared a design report to support the expansion of the Calvary Church Conference Center located at Murrieta Hot Springs Road in the City of Murrieta. The proposed improvements included new buildings for a sports center, student center and maintenance facility, a parking lot, and associated hardscape improvements. GMU's investigation consisted of drilling hollow-stem auger borings in order to evaluate soil stratification; obtain soil samples for laboratory testing; and perform infiltration testing. GMU's geotechnical analysis included liquefaction, settlement, slope stability, and infiltration. Recommendations for remedial grading and design parameters for the future buildings and associated improvements were provided.

SECTION C

Work Approach and Methodology

BONTERRA PSOMAS VALUES

"BonTerra [Psomas] has been very responsive. EIR submittals have always been completed on schedule and smaller, individual tasks are often completed within 24 hours. Additionally, BonTerra staff work hard to create legally defensible documents and are aware of challenges and solutions that development projects have."

- Carlene Matchniff
Vice President, Project Management
Irvine Company

(formerly Vice President, Entitlements, Centennial Founders, LLCs

Client-Centered Services and Management

BonTerra Psomas' goal is to establish positive, long-lasting, and productive working relationships with our clients. In support of this goal and in an effort to best serve the needs of the City of Wildomar, we take pride in our proactive approach to client service; our ability to coordinate and manage technical subconsultants; and our ability to deliver quality work products within the schedule and cost constraints of projects.

One aspect of our client portfolio that speaks highly of our client-responsiveness and attention is our long-term relationships with public sector agencies. For over 18 years, we have maintained continuing relationships with clients that require various services and work products ranging from specialized technical reports for small development projects to the preparation and processing of EIRs for large complex development and infrastructure projects. We take pride in our ability to satisfy clients' needs and maintain these long-term relationships. These clients include City of Anaheim Planning, Public Works, and Public Utilities Departments (over 15 years); OC Public Works (12 years); OC Waste & Recycling (12 years); OC Parks (4 years); City of Los Angeles Bureau of Engineering (13 years); Los Angeles County Department of Public Works (over 15 years); Caltrans District 12 On-Call Environmental Services Contract (14 task orders); Orange County Transportation Authority Environmental Staff Support Services (4 years); Southern California Edison (7 years); Metropolitan Water District of Southern California (6 years); and University of California, Los Angeles Capital Programs Master Contracts (13 years).

Open Lines of Communication

Accessibility and open communication between BonTerra Psomas and the City is imperative in completing a successful project. Proactive communication allows the team to resolve issues before they become problems, avoiding potential project delays and additional costs. There are multiple ways to maintain good lines of communication, and we will work with the City to determine the best fit. Electronic and telephone communications are highly effective, cost efficient tools to disseminate information; to review technical and environmental documents; and to provide status updates. However, some meetings are best handled in a group setting.

Effective Problem Solving and Resolution

BonTerra Psomas considers problem solving to be a key strength of our practice. Clients appreciate our responsiveness and willingness to take on new challenges and opportunities to strategize solutions to complex problems. We use a team-centered philosophy toward issue resolution.

Our objective is to be of service and a valuable advisor to the City and we consider this to be one of our primary consulting responsibilities. This approach has earned us the respect of and is a reason for the long-standing relationships we have with our clients.

Pro-Active Consideration of Design to Minimize Need for Mitigation

BonTerra Psomas strives to work with clients to ensure that project designs are conceived in a way that minimizes environmental impacts. We challenge our staff and our clients to collaborate in order to find opportunities for avoidance of—rather than mitigation for—significant environmental impacts. While avoidance is not always possible, time spent at the beginning of a project to address potential constraints can often preclude or minimize costly mitigation and time during the public review and permitting process. When mitigation is required, BonTerra Psomas will provide pragmatic and effective recommendations to reduce or eliminate environmental impacts from construction and operation of the Project where possible.

In-House Quality Assurance/Quality Control

BonTerra Psomas reputation is based on our ability to thoroughly comprehensive and legally defensible environmental documents. Prior to submitting any documents to the City, our QA/QC review process will be completed to ensure that task requirements have been adequately addressed and that appropriate technical standards have been met.

We believe that this QA/QC function is the responsibility of all Technical Discipline Managers; however, Joan Patronite Kelly, AICP, will be specifically assigned to carry out this process. Ms. Kelly will ensure that all deliverables meet applicable technical and contractual requirements. Ms. Marks as Project Manager will ensure that all technical studies are peer reviewed. This includes all technical studies that are provided to our firm as well as any technical studies that we may be asked to prepare. Ms. Marks will review all work products including methodological consistency. Our Technical Editors will thoroughly edit the EIR to ensure that the document reads with a “single voice”.

> “Please be informed that, in my humble opinion, the document was one of the best that I have read. Great job on quality. Please also pass that on to any of your staff that worked on the document. I especially enjoyed the section regarding GHG.”
>
> *- Joseph Wright*
> *Associate Planner*
> *City of Anaheim*

Comprehensive and Legally Defensible Documentation

BonTerra Psomas understands the inherent complexities of processing projects through the environmental processes. If not analyzed in a comprehensive manner, projects have the potential to present opportunities for legal challenges against the environmental documentation and supporting technical analyses. We understand community activists and individual attorneys have litigated projects in the City. BonTerra Psomas is accustomed to working closely with legal counsel and are cognizant of many of the issues raised opponents to development in the region. BonTerra Psomas has an excellent track record of preparing thorough CEQA documents that are capable of withstanding legal challenges. For controversial projects and where litigation is anticipated, we will compile our administrative record concurrent with preparation of CEQA documentation.

"BonTerra was responsive to the City's needs and completed their work on time, within budget, and in compliance with State and federal regulatory agency permit requirements."

- Jennifer McDonald Le
Senior Planner/Environmental Review Coordinator
City of Orange
Department of Community Development

Time Management Scheduling and Accounting

Adherence to schedules is another inherent criterion in excellent client service. We understand the pressures to complete a project on time and within budget. BonTerra Psomas uses a comprehensive system for tracking and reporting employee time and project costs. Joan Patronite Kelly, AICP, and Jennifer Marks will have real-time information regarding total authorized budget, total expended to date, current monthly expenditures, and the remaining balance. The ability to report results accurately for budget comparison allows us to allocate company resources efficiently and to exercise control actions when necessary. Weekly in-house reporting provides timely feedback that enables us to continuously monitor performance and to adjust for changing circumstances.

Lastly, BonTerra Psomas believes that keeping all team members aware of the Project's status is imperative to completing a project in an expedient manner and within the approved budget. Initial and ongoing communication allows the team to resolve issues early in the process to avoid potential project delays and additional costs.

SECTION D

Scope of Work

"… to achieve the goal of an affordable housing development with a rural atmosphere, while still offering many urban amenities, design techniques have been utilized … to preserve much of its natural scenic state for the enjoyment by all. Residential lots and road alignments are designed in order to preserve as much as possible the existing topography and arroyos. By doing so, many of the home sites are adjacent to an open space area. This acts as a natural buffer between residential developments creating a sense of privacy, yet provides for a free flow of pedestrian and vehicle traffic."

- The Farm Specific Plan

PROJECT UNDERSTANDING

As proposed, the Spring Meadows Ranch Specific Plan Project (PA 13-0107) (hereinafter referred to as the "Project") would allow for the continued development of The Farms Specific Plan development. Located on approximately 792 acres in the City of Wildomar, the hillside Spring Meadows Ranch site is located at the eastern edge of the City boundaries and is bound by the City of Menifee and unincorporated Riverside County to the east; build-out residential phases of The Farms Specific Plan to the north/northwest and west; rural single-family and undeveloped land to the north; undeveloped land owned by Bureau of Land Management to the south; and the City of Murrieta to the southeast. The Farms Specific Plan (Specific Plan No. 116-C/W), was originally adopted by the County of Riverside in 1974 as the Bundy Canyon Mobile Home Community, and was subsequently amended in 1981, 2002, and most recently in 2013 to provide for more traditional single-family subdivisions and recreational amenities and the retention of open space.

Pursuant to Section 17.08.010B and 17.08.040.B of the Zoning Ordinance, an "Initiation to amend the General Plan" was approved by the City Council in December 2013. The Project proposes to change the land use designations on approximately 792 acres within The Farms Specific Plan and create a new Specific Plan Area identified as Spring Meadows Ranch. The Project incorporates Phases 11 through 16 of The Farms Specific Plan as well as an 81-acre site that is located outside of but adjacent to the south of The Farms Specific Plan boundaries. The 81-acre property is located south of Phase 7 of The Farms Specific Plan.

The existing land use designations for Project site allow for a variety of density of single family residences over 760 of the 792 acre at a maximum of 1,203 units. A conceptual land use plan for the Project shows that land uses would continue to be residential but with a higher density (MDR-medium density residential) over 403 of the 792 acres with a maximum of 1,192 units, with an overall density of 1.5 dwelling units per acre. The remaining 389 acres are proposed for the following uses: approximately 358 acres of natural open space (OS-R – open space recreation); 16.9 acres of a future equestrian center (OS-R); 9.5 acres of future commercial center (CR – commercial recreation); and 4.2 acres for future community facilities use (PF – public facilities).

The Project would require the following entitlements: (1) a General Plan Amendment for the proposed changes to the existing Specific Plan land use map and circulation improvements associated with the Project; (2) a Specific Plan Amendment for the proposed changes to The Farms Specific Plan No. 116; (3) change of zone from R-T (Mobilehome Subdivisions and Mobilehome Park Zones) and R-5 (Open Area Combining Zone, Residential Developments) to a new Spring Meadows

Ranch Specific Plan Area; (4) processing of a Tentative Tract Map; and (5) processing of an EIR.

SCOPE OF ENVIRONMENTAL SERVICES

BonTerra Psomas has developed the following Scope of Work for the preparation of an EIR and completion of associated tasks. This Scope of Work includes the following tasks:

Task 1	Introduction/Project Initiation
Task 2	Preparation of the Notice of Preparation and Scoping
Task 3	Technical Peer Review
Task 4	Preparation of Environmental Impact Report
Task 5	Preparation of the Final Environmental Impact Report and Related Documents
Task 6	Project Management and Meetings

Task 1 Introduction/Project Initiation

Our work begins prior to the preparation of the CEQA document. By encouraging involvement early in the Project planning process, BonTerra Psomas provides input to clients that can help avoid and minimize environmental effects, facilitating the environmental and entitlement process. BonTerra Psomas will review available relevant planning and environmental documentation. This will include, but will not be limited to, the City of Wildomar General Plan, the *City of Wildomar Municipal Code*, CEQA documents prepared for projects in the City; and other local, State, and federal agency policy documentation applicable to the Project.[1]

BonTerra Psomas will prepare and distribute an agenda for the kickoff meeting. This Scope of Work assumes that both the Project Manager and Assistant Project Manager will attend the kickoff meeting with the City and the Applicant. The kickoff meeting provides the first opportunity to collaboratively discuss the approach for the Project; the preparation of technical studies; and the expectations for the environmental documentation process. The meeting is used to review the proposed approach for completing the EIR; to establish lines of communication and to discuss expectations; to confirm the schedule including a date for the Scoping Meeting; and to discuss informational needs. We can also start to identify sensitivities and potential issues of concern to citizens, organizations, or other agencies that need to be considered through the CEQA process.

BonTerra Psomas will also conduct a Project site visit to assist in the description of the environmental setting and to photographically document the site and surrounding area. If additional information is needed, BonTerra Psomas will prepare a Data Needs Matrix that includes

[1] Should the General Plan Update be approved and Final EIR be certified prior to the initiation of the Spring Meadows Ranch Project EIR, this updated documentation will be used.

information requests related to Project construction activities and Project operations that are needed for the Project Description.

At the kickoff meeting or shortly thereafter, we will provide the City with the proposed EIR section format with a sample section; proposed EIR significance thresholds; and Project Team contact information. For each topical issue, the proposed format will include the following:

- **Regulatory Setting**, including applicable federal, State, and regional/local regulations and requirements.
- **Methods**, which will be used to explain the "tools" (e.g., modeling, site surveys) used to prepare each analysis.
- **Environmental Setting/Existing Conditions**, including the physical characteristics of the Project site and surrounding area at the time of publication of the Notice of Preparation (NOP). The description will be based on information obtained during the site visit; information provided by the City and Applicant; and relevant information available from existing documentation including the City of Wildomar General Plan and the City of Wildomar General Plan Update. If the City is aware of any proposed actions that may change the setting of the site after the NOP is released, it should be discussed so that the appropriate approach is used in the EIR to address this change.
- **Project Design Features and Standard Conditions**, which will be considered to be part of the proposed Project such that compliance may preclude the occurrence of a significant impact. BonTerra Psomas will differentiate among features of the projects (i.e., design features) that serve to partially/completely prevent or lessen potential impacts; standard conditions of approval (e.g., City standard conditions of approval and compliance with building and energy codes); and "conventional" EIR mitigation measures. Project Design Features (PDFs) will also be identified in the Project Description.
- **Thresholds of Significance**, which will be established during the kickoff meeting or shortly thereafter, will be clearly stated in each section to enable the reader to understand the analytical process used to identify potential Project impacts.
- **Environmental Impacts**, which will be assessed to comply with the State CEQA Guidelines by providing for the analysis of short-term and long-term operational Project-specific and cumulative conditions. Within the EIR section, we will state the significance threshold; provide the technical analysis; and provide an impact summary statement for each threshold. The summary statement will also identify PDFs, standard conditions, and mitigation measures applicable to the threshold topic.
- **Cumulative Analysis**, which will be provided either in the individual topical sections or as a separate EIR section, based on direction from the City determined during the kickoff meeting or shortly thereafter. BonTerra Psomas will clearly state the cumulative analysis method, which are based on information gathered from several sources. We recommend using a conservative approach to the cumulative analysis given the propensity for Project opponents to attack this analysis. This recommended approach involves using both methods set forth in Section 15130(b) of the State CEQA Guidelines. This section allows the use of either (1) a list of past, present, and

reasonably anticipated future Project that could produce cumulative impacts or (2) a summary of projections contained within an adopted general plan or related planning document that considers regional conditions. If agreed to by the City, each section of the EIR will include its own cumulative impact analysis. This is our preferred format because each topical area will have its own applicable cumulative area for consideration. For instance, for air quality, the applicable cumulative area under consideration is the entire South Coast Air Basin, whereas aesthetic impacts may be limited to those within the line of sight.

- **Mitigation Program**, which will include PDFs, Standard Conditions, and mitigation measures. These design features, as with standard conditions of approval, require monitoring to ensure that they are implemented. "Conventional" EIR mitigation measures will also be provided for each significant impact that cannot either be avoided or reduced to a less than significant level with PDFs and Standard Conditions.
- **Level of Significance after Mitigation**, which will identify whether all impacts can be mitigated to a less than significant level.

Task 2 Preparation of the Notice of Preparation and Scoping

Task 2.1 Notice of Preparation

The Project Description is a critical component of the EIR because it is the basis for the entire environmental analysis. Based on the preliminary project description provided by the Applicant, any additional information provided by the City and the Applicant at the kickoff meeting and in response to our data needs request, BonTerra Psomas will provide a Project Description to support the NOP. BonTerra Psomas will work closely with the City and Applicant to prepare a description that articulates the characteristics of the Project and its objectives. The draft Project Description will be provided to the City for review prior to our peer review of the technical reports to ensure concurrence with the key elements of the Project that will be carried through into the various EIR analyses.

Because the City has already made the determination that an EIR is the appropriate CEQA documentation for the proposed Project, an IS is not required. Preparing an expanded NOP without an IS can reduce costs and save time while still allowing for topics to be focused out. BonTerra Psomas will be responsible for preparing the NOP and the Notice of Completion (NOC), the latter to be transmitted to the State Office of Planning and Research State Clearinghouse. The NOP will provide an overview of the Project; anticipated alternatives to be evaluated; and expected discretionary actions/permits required for Project implementation. The NOP will identify the issues to be addressed in the EIR and will provide sufficient information to document why any topical issues do not require detailed analysis in the EIR and can be focused out. For other topical issues, there may be specific checklist questions that would have no impact and could be focused out such as the use of a septic system. It is expected that the following CEQA Checklist topics would be focused out:

- ***Agriculture and Forestry Resources.*** Based on review of the State of California Department of Conservation Farmland Mapping and Monitoring Program 2010, the Project site is designated as "Farmland of Local Importance", "Urban and Built Up Land", and "Other Land." Additionally, the Project site is not considered to be forestland or timberland pursuant to the definitions in the *California Public Resources Code*.
- ***Mineral Resources.*** Based on review of the City of Wildomar General Plan and General Plan EIR, the Project site is located within Mineral Resource Zone-3 (MRZ-3) which is defined as an area where the available geologic information indicates that mineral deposits are likely to exist; however, the significance of the deposit is undetermined.

Upon receipt of comments from the City on the draft NOP and NOC, we will revise the notices and resubmit them to the City for final approval prior to reproduction and public distribution. The revised notices will be submitted in "track-change" format so that all edits/revisions can be easily identified. Using the mailing list provided by the Applicant, we will be responsible for distributing the NOP. We will also be responsible for transmitting the NOC to the State Clearinghouse. The City will be responsible for posting the NOP at the City and with the Riverside County Clerk. The NOP will be provided to the City for posting on the City's website.

Task 2.2 Scoping Meeting

A public scoping meeting provides a public forum for concerned citizens and local, State, and federal regulatory agencies to receive information about the proposed Project and voice any environmental concerns regarding its development. Notice of the scoping meeting to be held during the 30-day review period will be provided on the NOP. BonTerra Psomas' Project Manager will attend and participate in the scoping meeting. We will provide an overview of the key issues to be evaluated in the EIR; describe the CEQA process; and identify opportunities for subsequent public input and review of the EIR. Comments and issues to be addressed in the EIR will be requested from all meeting attendees. BonTerra Psomas will prepare a summary of the meeting, including compiling a list of attendees, for inclusion in the EIR and will ensure that the issues raised at the meeting are addressed in the EIR as appropriate. BonTerra Psomas will provide meeting sign-in sheets and public comment cards. This Scope of Work assumes that the Applicant will provide visual displays.

Task 3 Technical Peer Review

The BonTerra Psomas Project Team will be responsible for peer review of the following technical reports and studies that have been provided to the City. In addition to the following reports and studies, additional biological resources studies and a water supply assessment will need to be prepared. The suggested scope for the additional biological resources reports and the water supply assessment is addressed below in Task 4.1.

- Air Quality Report (June 2014)
- Biological Resources Reports:
  - Burrowing Owl Report (September 2013)

- Fairy Shrimp 90-Day Report (June 2014)
- MSHCP Narrow Endemic and Criteria Area Species Report (July 2013)
- Jurisdictional Delineation (July 2005)

- Cultural Resources Reports:
  - A Phase I Cultural Resources Investigation of the Sunset Ridge Access Routes (December 2002)
  - Phase II Archaeological Testing of Site CA-RIV-3956H, Located Within the Sunset Ridge Specific Plan Project Area (January 2003)
- Greenhouse Gas Analysis (June 2014)
- Hydrology and Hydraulics Study (revised June 2014)
- Noise Report (July 2014)
- Phase I Environmental Site Assessment (July 2013)
- Traffic Impact Analyses (September 2013 and June 2014)
- Water Quality Management Plan (October 2013)

BonTerra Psomas' Project Team will review each technical report, including those that have not yet been provided to the City. This Scope of Work assumes that the City will be responsible for the technical accuracy of the reports. BonTerra Psomas' peer review will focus on the adequacy of the reports for CEQA purposes; consistency among technical reports; and accuracy in the representation of Project-related information. Additionally, the peer review will focus on identificatioin of any gaps in the information presented. A memorandum will be provided for each report that provides an overview of the report; identifies revision recommendations; provides direction on addressing any identified gaps; and explains why revisions are needed. As applicable, the memorandum will identify critical path items and potential implications to the schedule. After submittal of the peer review memorandums to the City, we have assumed one teleconference call with the City and Applicant to clarify and resolve any outstanding issues. Upon receipt of revised technical reports, BonTerra Psomas will review the revised reports to ensure that all necessary and required comments have been addressed and resolved. Upon receipt of the final technical reports to BonTerra Psomas, they will be summarized into the EIR. As part of this task, BonTerra Psomas will also review the environmental document that will be prepared pursuant to the National Environmental Policy Act (NEPA) for the Bureau of Land Management (BLM). This review will focus on the project description, assumptions used in the analysis, and findings to ensure consistency between the NEPA and CEQA documents.

Task 4 Preparation of Environmental Impact Report

Task 4.1 Administrative Draft EIR

The EIR and associated work products will be prepared consistent with the criteria, standards, and provisions of CEQA (*California Public Resources Code* §§21000 et seq.); the State CEQA Guidelines (Title 14, *California Code of Regulations*, Chapter 3, §§15000 et seq.); as well as other applicable responsible agencies' regulations. BonTerra Psomas will prepare an Administrative Draft EIR (ADEIR) based upon the responses received on the NOP; community and agency input received at the

scoping meeting; technical evaluation of the proposed Project; and available and pertinent data.

Each topical EIR section will contain a discussion of the existing conditions on the site and in the Project vicinity; a summary of the regulatory framework; identification of significant environmental effects anticipated for each environmental issue; and mitigation measures, if required. Thresholds of significance will be stated in each technical section to enable the reader to understand the analytical process used to identify potential Project impacts, and will be taken from the State CEQA Guidelines, unless otherwise directed by the City. For each topical issue, the EIR will identify the level of significance prior to and after mitigation, based on the established thresholds. BonTerra Psomas' approach to preparing key sections of the ADEIR is provided below. The EIR will contain the following sections:

Executive Summary and Introduction

These sections will include a summary of the Project Description; identification of Project objectives; and identification of alternatives to the proposed Project. Any areas of known controversy and issues to be resolved will be identified. The Executive Summary will include a table identifying each significant impact; the Mitigation Program (Project Design Features, Standard Conditions, and Mitigation Measures); and the resulting level of significance after implementing the Mitigation Program.

Project Description

The NOP Project Description prepared as Task 2.1 will be expanded for the EIR, as necessary. The Project Description will include but will not be limited to the following: (1) regional and local setting; (2) site history and existing land uses; (3) Project objectives; (4) Project characteristics and important Project features; (5) on-site and off-site infrastructure improvements; (6) on-site and off-site circulation improvements; (7) Project phasing; and (8) intended uses of the EIR, including identifying required responsible and trustee agency permits and approvals.

The topical issues that are expected to be evaluated in the respective EIR sections, and the scope of for this analysis, are identified below.

Aesthetics and Visual Resources

The undeveloped Project site is located in an area with varied topography. As described in the Project Understanding, there are existing residential uses that were constructed as part of development of The Farms Specific Plan. These homes are located west of Sunset Avenue and north/northwest and west of the Project site. Land uses to the east of Sunset Avenue but adjacent to the northern boundary include rural single-family residences and vacant land. The anticipated effects resulting from the proposed Project from any public viewsheds—including scenic vistas, potential degradation of visual character associated with site development and grading, and night lighting and glare—will be qualitatively addressed. As part of the evaluation, BonTerra Psomas will identify any potential adjacency issues and determine whether specific design parameters should be incorporated

into the Project to avoid significant aesthetic impacts. Additionally, City General Plan policies, other City regulatory requirements, and the Mount Palomar Lighting Ordinance (*Wildomar Municipal Code* Chapter 8.64) will be evaluated for inclusion into the EIR section to further reduce potentially significant impacts.

Based on coordination with the City, visual simulations will be provided by the Applicant to show changes associated with grading and development. Using the visual simulations as a tool, BonTerra Psomas will provide a narrative analysis of the visual impacts associated with grading and associated changes in topography, construction, and buildout of the proposed Project.

Air Quality

BonTerra Psomas' in-house Director of Air Quality and Acoustical Programs will conduct a review of the air quality report prepared for the proposed Project (Task 3). Based on our initial review of the air quality report, inconsistencies within the report have been noted and are as follows: the use of significance determinations and dispersion modeling assumptions are not consistent between sections of the report. Upon completion of our peer review and receipt of a revised technical report, as applicable, BonTerra Psomas will summarize the results of the air quality technical analysis in the Air Quality Section of the EIR. Mitigation measures identified in the air quality report as well as reference to City General Plan policies or other City regulatory requirements will be incorporated into the EIR section.

Biological Resources

BonTerra Psomas' Senior Project Managers/Biologists will conduct peer reviews of the biological technical documents identified in Task 3. The peer review of the reports will be conducted in two phases. The original reports will be reviewed and any follow up revisions or new information will be reviewed. The focus of the review will be on the CEQA adequacy of the reports and as technical studies in support of the project EIR. BonTerra Psomas will evaluate the methods used; the thoroughness of the analysis; and the feasibility of the resulting environmental mitigation measures proposed. No fieldwork is assumed for this task but may be required.

Based on our initial review of the reports provided, BonTerra Psomas anticipates the following additional studies/reports will be needed based on the requirements of the Western Riverside County Multiple Habitat Species Conservation Plan and in support of the EIR in accordance with the CEQA Guidelines. These studies/reports are a Biological Resources Assessment (BRA) Report; an updated Jurisdictional Delineation Report; southwestern willow flycatcher/least Bell's vireo surveys; and Determination of Biologically Equivalent or Superior Preservation Report.

The Biological Resources EIR section will be developed based on the results of various biological surveys, analysis, and data compilation as described in the BRA Report and supporting surveys/studies. The EIR section will include a summary of the methodology used to conduct the biological surveys, a general description of the existing vegetation types and associated wildlife resources on the Project site, and a summary of

the results of the focused survey and wetland delineation; identify potential impacts from Project development; and incorporate recommended mitigation measures to reduce identified impacts to less than significant levels. It is assumed that should revisions to the report be required based on the technical review, the City-approved revised report will be sufficient to address the CEQA checklist questions. Additionally, City General Plan policies and other City regulatory requirements will be evaluated for inclusion into the EIR section to further reduce potentially significant impacts.

Cultural Resources

As part of the peer review (Task 3), BonTerra Psomas' Cultural Resources Director will conduct a review of the Phase I cultural resources survey (2002) and Phase II Archaeological Testing Report (2003). Both reports reference a prior Phase I cultural resources survey for the Sunset Ridge/Spring Meadows project site that was prepared in 1999; however, we are not in receipt of this survey. The peer review will include a short summary of the study, evaluate the findings, and if needed, identify recommendations for further work. Based upon our initial review of the 2002 and 2003 reports and given the potential change in conditions since 2003, an updated Phase I cultural resources survey is needed. This Scope of Work assumes that the Applicant's cultural resources consultant would revise the report based on comments received during peer review. The revised report would be reviewed by BonTerra Psomas and approved for use by the City for use in the EIR section. Measures, if identified in the study, will be included in the EIR section to mitigate potentially significant impacts. Additionally, City General Plan policies and other City regulatory requirements will be evaluated for inclusion into the EIR section to further reduce potentially significant impacts.

Geology and Soils

GMU Geotechnical will conduct a peer review (Task 3) of the geotechnical investigation prepared for the proposed Project. The review will identify any issues needing clarification or additional analysis related to the field investigation, laboratory tests, and analysis presented in the report. The finalized geotechnical report will be used by BonTerra Psomas to prepare the Geology and Soils EIR section. BonTerra Psomas will assess geology and soils impacts in context of CEQA thresholds and identify a Mitigation Program, as necessary based on the recommendations of the geotechnical investigation.

Greenhouse Gas Emissions

As part of the peer review (Task 3), BonTerra Psomas' Director of Air Quality and Acoustical Programs will conduct a review of the GHG study. Based on our initial review of the report, it is noted that some information presented in the report is not supported by data in the appendix. BonTerra Psomas' technical review will include a review of the methodology used and ensure that all calculations and supporting data are technically correct. BonTerra Psomas will summarize the results of the GHG technical analysis in the EIR section with supporting data in an appendix. If potential significant impacts are identified, mitigation

measures identified in the GHG report, as well as reference to State and regional plans, will be incorporated into the EIR section.

Hazards and Hazardous Materials

As part of the peer review (Task 3), BonTerra Psomas will conduct a review of the Phase I Environmental Site Assessment (ESA) prepared to address past and current hazardous materials use at the site. Using the Phase I ESA and any other documentation provided by the Applicant, BonTerra Psomas will address hazards and hazardous materials in context of CEQA thresholds and will provide minimization and mitigation measures if needed.

Hydrology and Water Quality

BonTerra Psomas' in-house certified hydrology and water quality professional engineers will conduct a peer review of the WQMP and the Hydrology and Hydraulics Study (Task 3). Based on our review and any necessary revisions, the reports will be summarized in the EIR. The information summarized from the hydrology and hydraulics analysis will include information relevant to the applicable watershed as well as the Federal Emergency Management Agency's Flood Hazard Mapping Program to address the potential for impacts to drainage and floodplains. Information summarized from the WQMP will include, but will not be limited to, pre- and post-development information regarding the grading and storm drainage plans; description of any infrastructure or Best Management Practices that would be installed as part of the Project; and a discussion of the current regulatory setting related to drainage and water quality treatment. A Mitigation Program will be included in the EIR section to mitigate potentially significant impacts. Additionally, City General Plan policies and other City regulatory requirements will be evaluated for inclusion into the EIR section to further reduce potentially significant impacts.

Land Use and Planning

The proposed Project BonTerra Psomas will describe the existing on-site and surrounding land uses based on the site visit (Task 1), review of aerial photographs, and information provided in existing land use policies and plans. The EIR's Land Use and Planning section will address both the physical changes to the Project site and compatibility of the proposed land uses with the surrounding area associated with Project implementation. BonTerra Psomas will also evaluate the consistency of the proposed Project with relevant local planning documents, including The Farm Specific Plan, the goals and policies outlined in the City of Wildomar General Plan and provisions of the *City of Wildomar Zoning Code*. The proposed Project meets the criteria established in the State CEQA Guidelines for being "of statewide, regional, or areawide significance" (a proposed residential development of more than 500 dwelling units). Therefore, an assessment of the Project's consistency with regional planning plans/programs is required. This assessment will include the Southern California Association of Government's 2012–2035 Regional Transportation Plan/Sustainable Communities Strategy.

Noise

BonTerra Psomas' Director of Air Quality and Acoustical Programs will peer review (Task 3) the noise study. The technical report will need to identify existing noise sources and noise sensitive receptors; measure existing noise levels; and analyze the proposed Project's noise impacts sufficient to addressing the noise CEQA Checklist questions and in accordance with standards established in the City of Wildomar General Plan and Noise Ordinance (Section 9.48 of the *Municipal Code*). Potential noise issues identified for the Project include but are not limited to (1) construction noise; (2) on-site operational noise; and (3) noise from Project-generated traffic. BonTerra Psomas will summarize the report for use in the EIR section. Mitigation measures identified in the noise report as well as reference to City General Plan policies or other City regulatory requirements will be incorporated into the EIR section.

Population, Housing, and Employment

Based on the proposed land use plan, BonTerra Psomas will evaluate the direct and indirect impacts that the Project may have on population, housing, and employment forecasts. BonTerra Psomas will conduct an analysis to evaluate potential impacts related to population, housing, and employment projections for the Project area using the latest demographic data available for the Project area as well as the current Regional Housing Needs Assessment goals for the City. An evaluation of the proposed Project with the City of Wildomar General Plan Housing Element (2012) will be provided, including the proposed Project's consistency with policies identified in the Housing Element.

Public Services and Facilities

Implementation of the proposed Project would directly and indirectly generate additional population and, therefore, has the potential to increase the demand for public services (i.e., fire, police, schools, and libraries). Potential effects can be related to the provision of adequate service levels and the need to upgrade and/or provide additional facilities to serve the Project. The RFP has identified public service providers for the proposed Project. BonTerra Psomas will coordinate with service providers to identify existing public service facilities and determine whether the Project can be adequately served without an expansion of existing resources including facilities. Mitigation will be noted, if applicable.

Recreation

BonTerra Psomas will identify recreational facilities, including parks and trails, proximate to Project site as well as recreation amenities proposed as a part of the Spring Meadows Ranch Project. The EIR will identify the Project's Quimby Act requirements and evaluate potential impacts related to recreational facilities in accordance with the land use plan and the anticipated population increase associated with the Project.

Transportation and Traffic

As noted in Task 3, a Traffic Impact Analyses will be peer reviewed for CEQA adequacy by the BonTerra Psomas Project Team. Following the review and receipt of a final City-approved traffic report addressing City

and Project Team comments, we will summarize and incorporate the findings of the traffic report, including required mitigation measures, in the EIR. Based on our review of the traffic report, the Traffic Impact Analysis does not address the CEQA checklist questions related to emergency access, non-vehicular transportation, and potential hazards due to design features. BonTerra Psomas will be responsible for addressing emergency access, non-vehicular transportation, and potential design feature hazards.

Utilities and Service Systems

It is assumed that the Applicant's Engineer will provide utility infrastructure plans in a wet and dry utilities study. BonTerra Psomas will evaluate potential impacts to utilities and service systems and, using the list of utility providers for the proposed Project provided in the RFP, will coordinate with utility providers, including solid waste, to determine if any impacts would result. Additionally, in accordance with Senate Bill 610, a Water Supply Assessment is required for a "proposed residential development of more than 500 dwelling units." Therefore, it is assumed that a Water Supply Assessment will either be prepared by or for the Elsinore Valley Municipal Water District and will be peer reviewed by the BonTerra Psomas Project Team. It is assumed that the information provided in the revised City-approved Water Supply Assessment will be sufficient to address the CEQA checklist questions. City General Plan policies and City requirements will be incorporated to mitigate or avoid potentially significant effects. Additional measures will be identified as needed, in coordination with City staff, to mitigate potentially significant effects.

Alternatives

Consistent with requirements of the State CEQA Guidelines, the EIR will include a reasonable range of alternatives qualitatively comparing the environmental impacts of each alternative to the proposed Project. BonTerra Psomas will provide an assessment of up to four alternatives intended to reduce or eliminate, where possible, the impacts of the proposed Project. The range of alternatives is expected to include the following: (1) No Development Alternative; (2) No Project Alternative (development consistent with existing General Plan and zoning designations); (3) Alternative Location; and (4) a Reduced/Modified Design Alternative that may be identified during the NOP period or as part of the technical evaluation. This Scope of Work assumes that all technical reports provided by the Applicant will include sufficient quantitative or qualitative analysis to address the impacts for each alternative. The evaluation for each alternative will include a summary statement identifying the feasibility of implementing the alternative and the alternative's ability to meet Project objectives.

CEQA-Mandated Sections

The following CEQA-required sections will be prepared as a part of the EIR: Executive Summary; Long-Term Impacts; Significant Irreversible Environmental Changes; Significant Unavoidable Adverse Impacts; Growth-Inducing Impacts; References; and Preparers and Contributors, Agencies and Persons Consulted.

As set forth in the Request for Proposal, Task 4.1 assumes two rounds of review and revision cycles with the City. Five CDs of the ADEIR (Word and PDF files) will be provided to the City for review by City staff and the City Attorney. If requested, print copies of the ADEIR can also be provided to the City.

Task 4.2 Screencheck Draft Environmental Impact Report

After two rounds of review and revisions to the CEQA document, BonTerra Psomas will revise and provide a Screencheck Draft EIR to the City. If additional unanticipated screencheck reviews of the EIR are required as a result of substantial changes (e.g., changes in the Project Description), a scope and budget adjustment may be necessary.

Task 4.3 Approval Draft and Draft Environmental Impact Report for Public Review

BonTerra Psomas will review the comments received from the City on the Screencheck Draft EIR and will revise the document and submit an Approval Draft EIR to the City for final approval prior to reproduction and public distribution. If requested, the Approval Draft EIR will be submitted in "track-change" format so that all edits/revisions can be easily identified. This Scope of Work assumes that there will be only minor editorial revisions to the text of the Approval Draft EIR and no substantive revisions to any technical analyses will be required. BonTerra Psomas will be responsible for producing the Draft EIR. As stated in the Request for Proposal, the City will distribute the Draft EIR based on a mailing list developed by the Applicant for the NOP.

Based on direction provided by the City, this Scope of Work assumes the following deliverables of the Draft EIR for public review:

- 2 hard copies of the Draft EIR;
- 20 CDs containing the Draft EIR and technical appendices in Word and PDF files; and
- 2 full hard copies of the technical appendices (printed and bound as one document).

BonTerra Psomas will be responsible for the reproduction the Draft EIR. We will prepare and submit the Notice of Completion with 15 CDs of the Draft EIR and 15 hard copies of the Executive Summary to the State Clearinghouse. In addition, BonTerra Psomas will be responsible for preparing the public notice of availability. The City will post all notices at City Hall and with the County Clerk; prepare any newspaper notices; and distribute the EIR using the distribution list (the EIR distribution list is assumed to be the same as the NOP mailing list, with additions from the scoping meeting). This effort also includes coordinating the preparation of the document in PDF format for use in CDs and for inclusion on the City's website.

Task 5 Preparation of the Final Environmental Impact Report and Related Documents

BonTerra Psomas will prepare an Administrative Final EIR document for review by City staff and the City Attorney. The Final EIR will be a stand-alone document and will include which will include the Responses to Comments (refer to Task 5.1 below) as a separate document but

appended to the Final EIR. As necessary, the responses will be reflected in the Final EIR text and exhibits in track changes format. The Final EIR will also include a Mitigation Monitoring Program and Reporting (refer to Task 5.2 below). Both the Responses to Comments and Mitigation Monitoring Program will be included as appendices to the Final EIR. This proposal assumes two rounds of review of the Final EIR with City staff and City Attorney.

Task 5.1 Response to Comments

Following the 45-day public review period, BonTerra Psomas will review all environmental comments received on the Draft EIR both written and oral. Comment letters will be bracketed into discrete questions that are then assigned to Project Team members, including the Applicant's consultants, for response. Where multiple comments are received on the same issues, topical responses will be prepared. Responses will be prepared to correspond to each of the bracketed comments, and all letters/responses will be combined into one document. BonTerra Psomas will coordinate with the City on the approach to preparing the responses to comments to resolve any outstanding issues and to provide an agreeable resolution to the comment.

This Scope of Work assumes the preparation of the Responses to Comments (RTC) as a separate document that will be appended to the Final EIR. The document will include an introduction; a list of commenters; copies of all comments; responses to comments; and errata with clarifications and revisions to the Draft EIR clearly identified. Text changes made as a result of the RTC document will be shown in the Final EIR, not the Draft EIR. The draft RTC document will be provided to the City for review. Upon receipt of comments from City staff, BonTerra Psomas will revise the draft responses and provide an approval draft electronically to the City for review. This Scope of Work assumes up to 58 technical hours for the preparation of the RTC document. If it appears that additional effort will be necessary to prepare legally adequate responses; if late comment letters are received that raise significant environmental issues; or if "excessive" comment letters[2] are received, BonTerra Psomas will notify the City and a budget augment may be needed.

It is assumed that the City will mail responses to public agency comments to these agencies at least ten days before consideration of certification of the Final EIR, as required by CEQA. CDs with the Final EIR and related documents (including the RTC document) will be provided to the City for distribution.

Task 5.2 Mitigation Monitoring and Reporting Program

In compliance with Section 21081.6 of the *California Public Resources Code*, BonTerra Psomas will prepare a Mitigation Monitoring and Reporting Program (MMRP) for review by the Planning Commission and adoption by the City Council. The MMRP will be prepared at the same time as the RTC document. The MMRP sets forth all of the

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[2] Page 10 of the RFP defines excessive comments are "generally considered to be more than 10 commenting agencies/individuals and/or over 75 comments that require answers other than ('comment noted')".

mitigation measures from the Draft EIR, including any revisions made through the RTC process, and provides the timing and entity responsible for compliance with adopted mitigation requirements during Project implementation. The MMRP will be prepared in a matrix format and will provide the timing and responsibility for all PDFs, Standard Conditions, and mitigation measures. Upon receipt of comments from the City, BonTerra Psomas will revise the document accordingly and will submit the approval draft (in both clean and "track change" format) for approval to print.

If the Planning Commission or City Council modifies the Project and/or recommended conditions of approval/mitigation measures for the proposed Project, BonTerra Psomas will revise the MMRP. However, substantial modifications are not assumed in the fees for this Project.

Task 5.3 Findings of Fact/Statement of Overriding Considerations

BonTerra Psomas will prepare a draft Findings of Fact and a Statement of Overriding Considerations for use by the Planning Commission and the City Council. This proposal assumes that the documents will be used for the Planning Commission's consideration of the Project and will be revised based on any modifications to the Project and/or conditions or approval/mitigation program set forth by the Planning Commission and/or City Council. One round of review is assumed.

Task 5.4 Notice of Determination

BonTerra Psomas will prepare the Notice of Determination (NOD) for the Project, which will be signed by the City upon certification of the EIR. The City will be responsible for filing the NOD with the State Clearinghouse and County Recorder upon approval of the Project and certification of the EIR. It is assumed that the Applicant will provide a check for payment of California Department of Fish and Wildlife filing fees and County Clerk Recorder processing at the time the City files the NOD.

Task 6 Project Management and Meetings

Task 6.1 Project Management

BonTerra Psomas will be responsible for managing the CEQA process for the City. This includes not only the review of technical reports as outlined in Task 3, but also ongoing coordination with the City, and as directed by the City, with the Applicant and other team members to ensure compliance with the Scope of Work and schedule, and to ensure that information is appropriately disseminated. This Scope of Work assumes an approximate 11-month schedule.

Task 6.2 Meetings

This task includes attendance at five coordination meetings with City staff and the Applicant and other team members. This includes attendance at one Project initiation meeting included in Task 1 and four Project coordination meetings. This task also includes attendance at two meetings with the BLM, two meetings with the City of Menifee, two meetings with the City of Murrieta, and two community meetings. This Scope of Work assumes up to 107 hours for meetings and public

hearings including the kickoff meeting and Scoping Meeting. BonTerra Psomas will assist in the preparation for these meetings and will be available to make presentations and answer questions regarding the environmental document. This Scope of Work assumes that five team meetings (four hours each, which includes preparation and travel time), six agency coordination meetings, and up to four public meetings/hearings, including one public scoping meeting (included in Task 2), two community meetings, and two public hearings. Participation in and attendance at additional meetings and hearings exceeding the budget allocation will require an amendment.

SECTION E

Work Schedule

Task	Estimated Completion (in weeks after Notice to Proceed)
Authorization to Proceed/Project Initiation Meeting	August 27, 2014
Submit Draft Notice of Preparation (NOP) to City	3
Submit Technical Study Peer Review Memorandums to City*	4
City comments received on Draft NOP	5
Approval Draft NOP submitted to City for review/approval to print	6
Start NOP 30-day public review period	7
Receive revised technical reports for use in the EIR	8
Public Scoping Meeting	9
End of 30-day public review period	11
Administrative Draft EIR (ADEIR) submitted to City for review	15
Comments Received from City on ADEIR	18
Submit Revised ADEIR to City Administrative Draft EIR submitted to City for review	20
Comments received from City on Revised ADEIR	22
Screencheck Draft submitted to City for review	23
Comments received from City on Screencheck Draft	25
Approval/"Print" Draft EIR submitted to City for review	26
Final Comments received from the City/Approval to Print (includes back and forth with City on final revisions)	27
Draft EIR Public Review – Mandatory 45 days	27–34
Administrative Final EIR (including Draft Response to Comments [RTC], Findings, and Mitigation Monitoring and Reporting Program [MMRP]) submitted to City for review	39
City provides comments on Administrative Final EIR	42
Screencheck Final EIR submitted to City for review	43
City provides comments on Screencheck Final EIR	46
Approval/"Print" Final EIR (including RTC, Findings, and MMRP submitted to City for review (includes back and forth with City on final revisions)	47
Planning Commission	TBD
City Council	TBD

* Assumes that all technical reports that require peer review by BonTerra Psomas are received by August 27, 2014. This includes the studies previously identified in Tasks 3 and 4.1 of the Scope of Work. Should they not be received by this date, the schedule would be adjusted accordingly.

SECTION F

Cost Estimate

The Cost Estimate follows on the next page.

Spring Meadows Ranch Specific Plan Project EIR
Fee Estimate and Labor Breakdown

TASK	J. Kelly Principal-in-Charge	J. Marks Project Manager	J. Neary, M. Larum Environmental Analysts	P. Maxon Cultural Resources	J. Kurtz AQ/GHG/Noise	V. Ortiz AQ/GHG/Noise Technical Analyst	S. Tennant Biological Resources	M. Daly Hydrology	B. Kirby WQMP	A. Angel Traffic	J. Neary Phase I ESA	GMU Geotech	GIS	Editing	Admin/WP	Total Hours	Total Fees
Task 1 - Project Initiation/Definition	4	16													2	22	$3,450.00
Task 2 - NOP																	
2.1 - NOP Preparation	2	4	32										8	6	8	60	$6,510.00
2.2 - Scoping Meeting: Preparation		14														14	$2,100.00
Task 3 - Technical Peer Review		24		8	12		14	8	8	14	8	16		8	4	124	$20,630.00
Task 4 - Environmental Impact Report																	
4.1 - Administrative Draft EIR (2 reviews)	36												40	50	30	156	$18,850.00
Intro Section/Summary/PD		40	8													48	$6,880.00
Aesthetics		48														48	$7,200.00
Air Quality		2			3	12										17	$2,430.00
Bio Resources		1	9	4			24									38	$4,780.00
Cultural Resources		2	16													18	$2,060.00
Geology and Soils		2	12													14	$1,620.00
GHG		2			3	12										17	$2,430.00
Hazards and Hazardous Materials		2	12													14	$1,620.00
Hydrology/WQ		2	12													14	$1,620.00
Land Use and Planning Programs		42														42	$6,300.00
Noise		2			3	12										17	$2,430.00
Pop/Hous/Emp		2	20													22	$2,500.00
Public Services/Recreation		5	30													35	$4,050.00
Traffic/Transportation		46														46	$6,900.00
Utilities/Service Systems		29														29	$4,350.00
Other CEQA Sections		2	24													26	$2,940.00
Alternatives		46														46	$6,900.00
4.2 - Screencheck Draft EIR (1 review)	8	45	8										4		20	85	$11,330.00
4.3 - Approval Draft EIR (Print-Check)	4	35											4		20	63	$8,050.00
Task 5 - Final EIR/Related Documents																	
5.1 - Responses to Comments	2	43	3		4	6								6	8	72	$9,960.00
5.2 - MMRP		2	12												2	16	$1,770.00
5.3 - Findings of Fact/SOC	2	8	50											6		66	$7,690.00
5.4 - NOD			2													2	$220.00
Task 6 - Project Management/Meetings																	
6.1 - Project Management	32	75														107	$18,450.00
6.2 - Meetings	6	101														107	$16,500.00
	96	642	250	12	25	42	38	8	8	14	8	16	56	76	94	1385	$192,520.00
Direct Cost Total (see below for detail)																	$2,500.00
Total																	$195,020.00

The fee estimate assumes the following reproduction assumptions:

Deliverables	Hard copies	CD/Electronic
Draft NOP	0	5
NOP/Scoping Notice	18	20
Administrative Draft EIR	0	5
Revised Administrative Draft EIR	0	5
Screencheck Draft EIR	0	5
Approval Draft (Proof Check) EIR	0	5
Draft EIR	2	20
Draft EIR Technical Appendices only (bound into one document)	2	0
Responses to Comments	0	1
Final EIR (includes RTC and MMRP) with technical reports only on disk	2	20

Direct Costs	
Reproduction*	$1,250.00
Mailing and Deliveries**	$200.00
Mileage***	$800.00
Aerial Photograph	$250.00
Total Direct Costs $	2,500.00

* 2 Draft EIR and 2 Appendices, 2 Final EIRs @ $200/each, 18 NOP
** Assumes that copies will be printed out of ARC Reprographics Murrieta location
*** 13 meetings/2 hearings/1 site visit

The fee estimate includes the following assumptions:

Revisions to the Project Description and/or project assumptions may require a budget augment.
Additional review cycles and/or revisions to technical reports and the EIR may require a budget augment.
107 hours for attendance at project meetings (inclusive of the kick-off meeting) and public hearings. Additional meetings and/or hearings will be attended on a time-and-materials basis.
Preparation for and attendance at one scoping meeting.
Preparation of the Responses to Comments document assumes 58 technical hours; should responses require additional work efforts, a budget augment will be required.
All hard copies are to printed double-sided and in color and bound with comb binding.
Direct costs are based on best available information and will be billed as incurred. Conversely, if the Applicant has an account at a local reprographics firm, reproduction costs can be billed directly to the Applicant.

Attachment

A Resumes

Joan Patronite Kelly, AICP

Principal-in-Charge

EDUCATION

1983 / Master of Urban Planning / California State Polytechnic University, Pomona, CA

1977 / Bachelor of Arts, Social Ecology / University of California, Irvine, CA

PROFESSIONAL CERTIFICATIONS

American Institute of Certified Planners (AICP) No. 5078, 1986

Joan Patronite Kelly, AICP is an Urban and Environmental Planner with a geographically diverse background and more than 25 years of experience. Ms. Kelly specializes in National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance, and has direct experience in the preparation of Environmental Impact Statements (EISs); Environmental Impact Reports (EIRs); Environmental Assessments (EAs); land use studies; socioeconomic analyses; and transportation and land use development planning (including permit processing). She also has experience with multi-disciplinary, complex, and controversial projects such as the U.S. Army Corps of Engineers (USACE) Indefinite Delivery Type Contract for Miscellaneous Environmental Studies; the Centennial Specific Plan and Phase One Implementation EIR; the Aviation Station Transit-Oriented Development; and the EIRs for the *Disneyland Resort Specific Plan*, the *Anaheim Resort Specific Plan*, and Anaheim GardenWalk (formerly Pointe Anaheim).

Representative Project Experience

City of Wildomar, Jurupa Valley, City of Eastvale, and Menifee Valley Incorporation Projects Initial Studies/Mitigated Negative Declarations, Riverside County: Ms. Kelly served as the Principal-in-Charge for three Initial Study/Mitigated Negative Declarations (MNDs) under contract with the Riverside Local Agency Formation Commission for the incorporation of the community of Wildomar; the incorporation of Jurupa Valley; the incorporation of the City of Eastvale; and the incorporation of Sun City, Quail Valley, and Menifee into the City of Menifee Valley in Riverside County. Ms. Kelly analyzed key issues including population, housing, and public services. This project posed to voters the question of whether or not the communities would incorporate and allow municipal decisions to pass from the County of Riverside to the newly formed cities. As of 2011, all three locations were incorporated into new cities.

Aviation Station Transit-Oriented Development, Environmental Impact Report, Los Angeles County: Ms. Kelly served as the Principal-in-Charge for the preparation of an EIR for a mixed-use, transit-oriented project on 5.9 acres located in unincorporated Los Angeles County and the City of Los Angeles, near the intersection of Interstate (I) 105 and I-405. The project involves the demolition of existing land uses and the construction of an urban mixed-use development that will include 26,500 square feet (sf) of ground-floor commercial and 393 multi-family residential units. The approved project relocates the Los Angeles County Metropolitan Transportation Authority (Metro) bus terminal from the southern side of Metro's Green Line Aviation/Los Angeles International Airport station to the northern side of the station. The project involves Metro and the California Department of Transportation (Caltrans) District 7, and will require the de-annexation of property from the City of Los Angeles annexation into the County of Los Angeles. The project will also require

the reconfiguration of Metro's Park and Ride lot, a Caltrans vehicle service lot, and employee parking to accommodate the project design. Project entitlements include a General Plan Amendment, Conditional Use Permit and zone change, and approvals from the Airport Land Use Commission and the Local Agency Formation Commission for the County of Los Angeles.

NorthLake Specific Plan Supplemental Environmental Impact Report: Ms. Kelly is currently serving as the Principal-in-Charge for the preparation of a Supplemental EIR to the NorthLake Specific Plan EIR (certified in 1992) and the One Valley One Vision Program EIR (certified in 2012) for implementation of the previously approved NorthLake Specific Plan project. The project involves development of an approximately 1,330-acre project site in unincorporated northwest Los Angeles County in accordance with the previously approved NorthLake Specific Plan. The project involves the construction and operation of a mix of single-family units, multi-family units, commercial uses, industrial uses, recreational uses and open space, and school and park facilities. Ms. Kelly is providing project oversight as well as quality assurance and quality control for the SEIR and all related technical reports.

Mixed-Use Development Environmental Impact Reports, Westlake Village: Ms. Kelly acted as the Project Manager for the concurrent preparation of two EIRs for high-intensity, mixed-use developments in Westlake Village. One report involved a 131-acre parcel planned for residential and business park uses surrounding an existing cemetery. The second EIR evaluated a proposal to convert 57 acres of a 91-acre, 18-hole golf course to commercial, business park, and community-related uses while retaining a 9-hole golf course.

Anaheim Mixed-Use Hotel and Resort Mitigated Negative Declaration: Ms. Kelly was the Principal-in-Charge for this project, which consisted of a MND for a 250-room hotel and an additional 75,593 sf of supporting retail, spa, conference/meeting room(s), restaurants, nightclubs, lounges, and hotel offices. The MND included air quality, climate change, and noise analyses. BonTerra worked closely with City staff and the developer to incorporate project features to minimize greenhouse gas emissions. The noise analysis addressed demolition, construction, and long-term noise impacts to adjacent hotel and motel facilities.

Centennial Specific Plan and Phase One Implementation Environmental Impact Report, Los Angeles County: Ms. Kelly currently serves as the Project Manager and Principal-in-Charge of the Centennial Specific Plan EIR. The EIR serves as a Program EIR for the Specific Plan and as a project-level EIR for the three Vesting Tentative Tract Maps (VTTMs) for the development of the Centennial Specific Plan, a planned new community located at the northwestern tip of Los Angeles County along the Kern County border. The proposed project involves the development of approximately 12,000 acres with approximately 23,000 residential units and up to 14 million sf of mixed urban service and employment-generating uses in addition to a variety of commercial, industrial, natural open space, and recreational land uses. A Specific Plan is the primary entitlement document that the EIR evaluates. The locations of land uses, community road networks, proposed elementary and high schools, fire and sheriff stations, transit connections, water and sewer facilities, and other public services are shown in the Specific Plan

Joan Patronite Kelly (Continued)

and form the basis for the EIR's impact analyses. The EIR also evaluates the potential impacts of developing 3 VTTMs that would constitute the first phase of construction under the Specific Plan on approximately 4,000 acres; it would involve both employment-generating land uses and residential, commercial, and public services uses.

City of Rancho Cucamonga General Plan Update Program Environmental Impact Report: Ms. Kelly served as the Principal-in-Charge for the Rancho Cucamonga General Plan Update Program EIR. The project involved an update to the 2001 General Plan, providing guidance for future development in the City of Rancho Cucamonga and its Sphere of Influence over the next 15 to 20 years. Adoption of the proposed General Plan Update allows for an increase in development potential throughout the City and the addition of transit-supported, mixed-use development along the City's main transportation corridors.

Anaheim GardenWalk (formerly Pointe Anaheim), Mitigated Negative Declaration and Subsequent Addenda: Ms. Kelly served as the Project Manager for the preparation of an MND and addenda for the Anaheim GardenWalk retail, dining, and entertainment (RDE) complex project located in Anaheim across Harbor Boulevard from Disneyland within the Resort District. The project involved a mixed-use development consisting of 565,000 sf of RDE uses; 1,050 hotel rooms and suites with accessory uses; and an associated parking structure. The project required a General Plan Amendment and an amendment to the *Disneyland Resort Specific Plan*. Key environmental issues evaluated include traffic, aesthetics, utilities, noise, and land use-related issues. After project approval, but prior to the start of construction, the project was modified, and an addendum to the CEQA document was prepared for City approval.

Medical Center Master Plan Environmental Impact Report, University of California, Irvine: Ms. Kelly served as the Principal-in-Charge of the University of California, Irvine Medical Center Master Plan EIR. This project assessed major reconstruction and additions to the Medical Center. Major issues involved in the analysis include historical building issues; traffic and parking on the site and in the surrounding area; expanded housing for employees; and infrastructure.

City of Arcadia General Plan Update Program Environmental Impact Report: Ms. Kelly served as the Principal-in-Charge for the preparation of a Program EIR for the City of Arcadia General Plan Update. The General Plan Update emphasizes the maintenance and recycling of existing land uses, as the City is largely built out. The City will accommodate the Gold Line expansion and station and anticipates the revitalization of aging commercial areas through the incorporation of mixed-use zones along major transit corridors. Additionally, the redevelopment of approximately 80 acres of existing quarry along Lower Azusa Road will be accommodated. Areas of special consideration include impacts to traffic/circulation; land use; population, employment, housing, and recreation; and water supply.

Jennifer Y. Marks

Project Manager, Environmental Services

EDUCATION

1999 / Bachelor of Science, Natural Resources, Planning and Interpretation / Humboldt State University, Arcata, CA

Jennifer Marks is a Project Manager with 15 years of experience in environmental documentation and analysis consistent with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Ms. Marks' career has focused on a wide variety of projects, including mixed-use, residential, office, and resort developments; specific plan and general plan analyses; transportation infrastructure; and various utility infrastructure projects. Throughout her career, she has worked directly with a variety of interested and affected parties including Caltrans; the U.S. Army Corps of Engineers (USACE); the U.S. Fish and Wildlife Service (USFWS); the California Department of Fish and Wildlife (CDFW); the U.S. Environmental Protection Agency (USEPA); various local planning and development departments; and independent developers. She has performed impact analyses for many environmental resource issue areas including land use, biology, water resources, air quality, noise, traffic, aesthetic resources, geology, historic and cultural resources, and hazards and hazardous materials.

Representative Project Experience

The Triangle Specific Plan Project Environmental Impact Report, Murrieta:

Ms. Marks served as the Project Manager and assisted in the management and preparation of an Environmental Impact Report (EIR) for a mixed-use development project in Murrieta. The project site is bordered by Murrieta Hot Springs Road to the north, Interstate (I) 15 on the west, and I-215 on the east. The proposed project involves approximately 1,334,000 square feet (sf) of development on approximately 61.8 acres, which would consist of "Class A" office space; potential residential uses; and commercial services such as restaurants, entertainment, parking, junior- and medium-sized anchor retail stores, a department store, and a hotel and conference facility. Key environmental issues addressed in the EIR include traffic/circulation, land use, noise, and air quality.

North Park Village Specific Plan Environmental Impact Report, Moorpark:

Ms. Marks served as an Environmental Analyst and assisted in the preparation of an EIR for the specific plan project. This proposed project would allow for the development of 1,650 residential dwelling units on 769.7 acres of the 3,586.3-acre site. Other proposed related and supporting uses would include a 5-acre neighborhood commercial center; a 12-acre school site; a 29.1-acre public youth sports park; 2 additional public parks; 10 private parks; a publicly accessible 52-acre lake; a fire station site; and a day care/church site. Ancillary land uses would include, but are not limited to, water reservoirs, detention basins, and a fire service helispot.

Newport Banning Ranch Environmental Impact Report, Newport Beach:

Ms. Marks assisted in the preparation of an EIR for the Newport Banning Ranch project. The highly controversial project would allow for the development of 1,375 residential dwelling units; 75,000 sf of commercial uses; a 75-room resort inn; and approximately 51 acres of public parks

on the 401-acre oilfield site. Approximately 252 acres (approximately 63 percent) are proposed for permanent open space including restored habitat, public trails, and consolidated oil production facilities. Upon the future cessation of oil operations, the oil consolidation sites would be remediated and converted to an open space use. Roads would be extended through the site to provide new north-south and east-west connections. The EIR addresses all topical issues with the exception of agricultural resources. Project implementation required approvals from the City including a General Plan Circulation Element Amendment, a Master Development Plan, a zone change, a Planned Community Development Plan, a Development Agreement, and a Tract Map.

The Ranch Plan Program Environmental Impact Report, Orange County: Ms. Marks served as an Environmental Analyst and assisted in the preparation of a Program EIR for the proposed Ranch Plan located in southern Orange County. The project involved the development of 23,000 acres with 14,000 residential units; a variety of commercial, industrial, and recreational land uses; and the dedication of approximately 13,000 acres of open space. While the Program EIR focuses on a variety of environmental issues, Ms. Marks' efforts focused on water and wastewater utilities, agricultural resources, cultural resources, and recreation.

North Park Village Specific Plan Environmental Impact Report, Moorpark: Ms. Marks served as an Environmental Analyst and assisted in the preparation of an EIR for the specific plan project. This proposed project would allow for the development of 1,650 residential dwelling units on 769.7 acres of the 3,586.3-acre site. Other proposed related and supporting uses would include a 5-acre neighborhood commercial center; a 12-acre school site; a 29.1-acre public youth sports park; 2 additional public parks; 10 private parks; a publicly accessible 52-acre lake; a fire station site; and a day care/church site. Ancillary land uses would include, but are not limited to, water reservoirs, detention basins, and a fire service helispot.

Pelican Industrial Project Environmental Impact Report, Perris: Ms. Marks was the Project Manager for the preparation of an EIR for the Pelican Industrial project. The project area encompasses approximately 31.3 acres and the project consists of the construction and operation of up to 600,000 gross square feet (gsf) of light industrial warehouse uses, including 1 high-cube warehouse facility and 1 light industrial building. Roadway and infrastructure improvements are proposed to serve the project in addition to surface parking; drainage and water quality improvements; and landscaping. Key environmental issues addressed in the EIR include traffic, noise, and hydrology and water quality.

Centennial Specific Plan and Phase One Implementation Environmental Impact Report, Los Angeles County: Ms. Marks served as an Environmental Analyst for the Centennial Specific Plan project located at the northwestern tip of Los Angeles County along the Kern County border. The project involves the development of approximately 12,000 acres with approximately 23,000 residential units and up to 14 million sf of mixed urban service and employment-generating uses in addition to a variety of commercial, industrial, natural open space, and recreational land uses. Ms. Marks has assisted in drafting the Public Services, Population and Housing, and Hazards sections and managing revisions of

Jennifer Y. Marks (Continued)

the Project Description, Land Use and Related Planning Programs section, Climate Change section, and Alternatives for the Specific Plan Program EIR.

Rancho Cucamonga Industrial Area Specific Plan 18, Amendments and Addenda to a Prior Environmental Impact Report, Rancho Cucamonga: Ms. Marks served as the Assistant Project Manager for the Rancho Cucamonga Industrial Area Specific Plan 18 Amendments and Addenda to a prior EIR. Two applicants proposed the development of apartment projects on sites designed for office uses in the Specific Plan area. Ms. Marks prepared addendums to the prior EIR for each project, and the environmental documentation focused on land use compatibility, traffic, and changes in service and utility requirements. The 1984 Specific Plan was rewritten and updated to reflect changes in site development conditions and proposed land uses in the Specific Plan area.

City of Anaheim Planning Department On-Call Services for Environmental Services, Anaheim: Ms. Marks has worked with the City of Anaheim Planning Department through multiple on-call service contracts since she began with BonTerra in 2000 to present. Project work has included preparation of the following:

- Initial Study/Mitigated Negative Declarations (IS/MNDs) for six hotel and mixed use projects within the Anaheim Resort Specific Plan (ARSP);
- IS/MND for the ARSP Amendment No. 7 for the Inclusion of Residential Uses in two targeted areas within the ARSP area;
- four separate addendums to the original IS/MND for the Anaheim GardenWalk Retail/Dining/Entertainment Complex project (formerly known as the Pointe Anaheim Lifestyle Retail and Entertainment Complex) located in Anaheim across Harbor Boulevard from the Disneyland Resort;
- two addenda to the ARSP Master EIR for the Anaheim Convention Center Grand Plaza and the Nigel Cast Lot;
- two separate validation reports for the ARSP Master EIR No. 313; and
- a Supplemental EIR for Amendment No. 14 to the ARSP which updated the ARSP Master EIR prepared in 1994.

Mountain Park Development Project Environmental Impact Report, Anaheim: Ms. Marks served as an Environmental Analyst and assisted in the preparation of the Mountain Park EIR for the proposed Mountain Park Specific Plan project located in the City of Anaheim and unincorporated Orange County within the City of Anaheim's sphere of influence. Ms. Marks assessed impacts related to recreation, water, wastewater, utilities, and infrastructure.

Jillian K. Neary

Environmental Analyst

EDUCATION

1997 / Bachelor of Arts, Geology, Indiana University-Purdue University at Indianapolis, IN

Jillian K. Neary is an Assistant Project Manager with over 15 years of experience in environmental analysis and land use investigation, including 12 years in the preparation of environmental compliance documents pursuant to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and associated State and federal regulations for both private- and public-sector clients throughout Southern California. Additionally, Ms. Neary has performed subsurface investigations and underground storage tank removals and has prepared Phase I and Phase II Environmental Site Assessments for over 40 sites in central Indiana. She has evaluated the potential for environmental impacts on all CEQA topics, providing particular expertise in aesthetics, agriculture resources, geology and soils, hazardous materials, natural resources, and.

Representative Project Experience

West Desert Hot Springs Master Drainage Plan Program Environmental Impact Report, Riverside County: Ms. Neary assisted in the preparation of the West Desert Hot Springs Master Drainage Plan (MDP) Environmental Impact Report (EIR). The Riverside Flood Control and Water Conservation District, in conjunction with the Cities of Palm Springs and Desert Hot Springs, have developed an MDP for portions of these cities and unincorporated County areas that are not covered by existing plans. The MDP includes both regional and local infrastructure, including development of a levee system for the Morongo Creek; expansion of the drainage channel for Mission Creek; construction of an all-weather bridge crossing; and creation of numerous detention basins throughout the watershed. The project area is partially located within the Coachella Valley Multiple Species Habitat Conservation Plan area. Areas of special consideration include inter-agency coordination among the District, the County, the cities, and the Coachella Valley Association of Governments; land use impacts associated with revised floodplains and proposed flood control facilities; and hydrology/water quality impacts of project implementation. Ms. Neary prepared the aesthetics, hazards, traffic, and utilities analyses.

Northlake Specific Plan Environmental Impact Report, Los Angeles County: Ms. Neary assisted in the preparation of the Draft EIR for revisions to the approved Northlake Specific Plan and in the implementation of Phase I of the project. This effort included incorporating several rounds of refinements to a variety of EIR sections based on continuing revisions to the project description and the approach to the CEQA documentation, and responding to multiple rounds of County comments. She also assisted in preparing the Response to Comments and Mitigation Monitoring Program documentation for the project.

Newport Banning Ranch Environmental Impact Report, Newport Beach: Ms. Neary assisted in the preparation of Newport Banning Ranch EIR. Ms. Neary prepared the hazardous materials EIR analysis, which is unusually detailed and complex due to the site's history of oilfield

operations and planned conversion of public land uses. The project would allow for the development of up to 1,375 residential dwelling units; 75,000 square feet (sf) of commercial uses; a 75-room resort inn; and approximately 52 acres of public parks on the 401-acre site. Approximately 252 acres (approximately 63 percent) of the Project site are proposed for permanent open space including approximately 20 net acres within 2 sites for continued oil production facilities. Upon the future cessation of oil operations, these oil consolidation sites would be abandoned and remediated so that the consolidation area can be converted to an open space use.

Centennial Specific Plan Environmental Impact Report, Los Angeles County: Ms. Neary is assisting in the preparation of the Program EIR for the Specific Plan and as a project-level EIR for the Centennial Specific Plan, a planned new community located at the northwestern tip of Los Angeles County along the Kern County border. The 12,000-acre site is proposed for approximately 23,000 residential units and up to 14 million sf of mixed urban service and employment-generating uses in addition to a variety of commercial, industrial, natural open space, and recreational land uses. Ms. Neary managed the preparation of the geotechnical, hazards, fire safety, land resources, noise, visual resources, parks and recreation, dry utilities, and other public service analyses. This effort included extensive coordination with the project team and multiple revisions based on ongoing Client and County review.

Tesoro del Valle Phases B and C Project, Los Angeles County: Ms. Neary is assisted in all aspects of the Supplemental EIR, which involved the buildout of Phases B and C. The project involved a density transfer of 474 unbuilt residential units from Phase A into Phases B and C without an increase to the total 1,791 residential units previously approved for the Tesoro del Valle development. Areas of special consideration include impacts to biological and jurisdictional resources, land use, and water supply. She prepared the project description, all CEQA topic analyses, and analyses for the alternatives; and prepared the cumulative impacts analysis. She also managed outreach to all affected public services and utilities and reviewed all supporting technical documentation.

City of Rancho Cucamonga General Plan Update Program Environmental Impact Report: Ms. Neary assisted in the preparation of a Program EIR for an update to the 2001 General Plan, providing guidance for future development in the City and its Sphere of Influence over the next 15 to 20 years. Adoption of the proposed General Plan Update allows for an increase in development potential throughout the City and the addition of transit-supported, mixed-use development along the City's main transportation corridors. Ms. Neary prepared the hydrology, climate change, air quality, and utilities analyses.

Tapia Ranch Environmental Impact Report, Los Angeles County: Ms. Neary assisted in the preparation of the EIR for the development of a 405-lot residential subdivision in a portion of unincorporated Los Angeles County near Santa Clarita. Ms. Neary prepared the aesthetics; cultural resources; hydrology/flooding; public services; utilities; geology; hazards; population and land use; and long-term and growth-inducing impacts sections. Areas of special consideration include impacts to biological and jurisdictional resources, aesthetic impacts, site access, wildland fire exposure, and cultural resources.

Megan Larum

Environmental Analyst

EDUCATION

2006 / Bachelor of Science, Environmental Policy Analysis and Planning / University of California, Davis, CA

Megan Larum is an Assistant Project Manager with seven years of experience in environmental documentation and analysis consistent with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Ms. Larum has strong academic training in environmental planning, with an emphasis in energy policy. She has experience with Geographic Information Systems (GIS) and has participated in permit preparation and mitigation monitoring activities. In addition, she has experience in cultural resources management and has participated in Native American Heritage Commission (NAHC) requests, record searches, and Phase I Cultural Resources Assessments.

Representative Project Experience

The Triangle Specific Plan, Environmental Impact Report, Murrieta: Ms. Larum served as the Assistant Project Manager for the preparation of an Environmental Impact Report (EIR) for The Triangle Specific Plan. The project consists of approximately 64.3 acres of mixed-use development that features an open-air retail commercial district. Proposed uses include retail uses in one or more shopping areas that blend restaurants, a mix of small and large retail stores, entertainment uses, and possibly offices located above retail uses; mid- and high-rise professional office space, served by parking structures; and hospitality uses that may include hotel rooms, conference and meeting space, dining, and its own recreational amenities. The intensity of development proposed to be allowed with The Triangle Specific Plan is regulated by the maximum gross building area for the site, building heights, property setbacks and parking requirements. The Triangle Specific Plan maintains the same maximum gross building area and allowed uses (commercial, retail, office, restaurant, theater/entertainment and hotel) as the original Specific Plan No. 276, which addressed development of the project site with approximately 1.7 million square feet of mixed uses and which was approved by the County of Riverside in 1990. Key environmental issues addressed in the EIR include traffic/circulation, land use, noise, and air quality.

Pelican Industrial Project, Environmental Impact Report, Perris: Ms. Larum served as the Assistant Project Manager for the preparation of an EIR for the Pelican Industrial Project. The project involves the construction and operation of up to 600,000 gross square feet (gsf) of light industrial warehouse uses. Two industrial buildings approximately 44 feet high are proposed. Building one would be located in the eastern portion of the site and would be approximately 480,000 gsf with 460,000 gsf of warehouse and 20,000 gsf of office space. Building 2 would be located in the western portion of the site and would be approximately 120,000 gsf with 115,000 gsf of warehouse and 5,000 gsf of office space. It is assumed that Building 1 would accommodate a high-cube warehouse/distribution center and that Building 2 would accommodate general light industrial uses. Each office building would include an outdoor employee break

Megan Larum (Continued)

area. The proposed project has been designed in compliance with the applicable Standards and Guidelines outlined in the PVCC Specific Plan.

Amendment to the Anaheim Resort Specific Plan, Supplemental Environmental Impact Report, Anaheim: Ms. Larum served as the Environmental Planner for the preparation of a Supplemental EIR for the Amendment to the Anaheim Resort Specific Plan (ARSP). The project would update the ARSP Master EIR, prepared in 1994, by addressing (1) the continued buildout of the ARSP based on current development, regulations, and technology and (2) the expansion of the Anaheim Convention Center. Key issues addressed in the Supplemental EIR include traffic and sewer capacity.

Chapman University Specific Plan Amendment No. 6, Initial Study/Mitigated Negative Declaration, Orange: Ms. Larum served as the Environmental Planner for preparation of an IS/MND for the Chapman University Specific Plan Amendment No. 6 (SPA 6) Project. Implementation of SPA 6 included the following modifications to the Specific Plan: (1) adjustment of the Specific Plan boundary to include the University-owned parcels located along the eastern side of Glassell Street between Sycamore and Walnut Avenues in order to accommodate a new performing arts center and associated uses; (2) adjustment of the Glassell Street Overlay boundary (part of the Academic 2 planning area); (3) update of the permitted uses for the Glassell Street Overlay and campus development standards (building setback, height limitations, and other regulations); (4) update of the signage guidelines to allow for signage associated with the new performing arts center; and (5) other minor modifications throughout the Specific Plan area to ensure consistency and reflect existing conditions. Key environmental issues evaluated include traffic/circulation and parking, greenhouse gas emissions, construction and operational noise, air quality, land use compatibility with adjacent residential land uses, and aesthetics.

Integra Perris Distribution Center Project Environmental Impact Report, City of Perris: Ms. Larum is currently serving as the Assistant Project Manager for the preparation of an EIR for the Integra Perris Distribution Center Project. The project area encompasses approximately 43.2 acres and the project consists of the construction and operation of one approximately 864,000 square foot industrial warehouse/distribution building, trailer and automobile parking, landscaping, roadways, and infrastructure in an area that is currently undeveloped and being used for storage. Key environmental issues to be addressed in the EIR include traffic, noise, aesthetics, air quality and health risk.

City of Rancho Cucamonga General Plan Update, Environmental Impact Report, Rancho Cucamonga: Ms. Larum served as the Environmental Planner for the Rancho Cucamonga General Plan Update. The General Plan Update would establish the overall development capacity for the City of Rancho Cucamonga and its Sphere of Influence. This document will serve as a long-range policy document for determining the appropriate look, feel, and experience in the City. The proposed General Plan Update addresses six of the seven State-mandated General Plan elements and other issues that are important to the community.

James P. Kurtz

Air Quality, GHG, and Noise Manager

EDUCATION

1961 / Bachelor of Science, Engineering, University of California, Los Angeles, CA

CERTIFICATIONS

Certified Acoustical and Air Quality Consultant, San Diego County, 1993 to present

James Kurtz, Air Quality, Green House Gas (GHG), and Noise Manager, is an Engineer with over 25 years of technical and project management experience. He has performed air quality analyses since 1974, acoustic analyses since 1989, and climate change/GHG analyses since 2007 for general and specific plans; residential, commercial, industrial and infrastructure projects; interstate highways and major roadways; educational and institutional developments; commuter rail lines; and major utility installations. Most of these studies were for federal, State, and local environmental documents according to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements. Project end users have included cities and counties, water districts, educational institutions, transportation agencies, private developers, the U.S. Navy, the U.S. Marine Corps, the Federal Aviation Administration (FAA), Utility Companies, Native American tribes, and the National Park Service.

Representative Project Experience

Rancho Cucamonga 2010 General Plan Update Environmental Impact Report and Technical Reviews, Rancho Cucamonga: Mr. Kurtz was the Air Quality and Noise Manager for the Rancho Cucamonga 2010 General Plan Update (Update). He conducted technical peer reviews of air quality, GHG emissions, and noise impacts analyses and coordinated the GHG emissions analysis with the City's ongoing Green Team Sustainability Action program. Additionally, Mr. Kurtz supervised the preparation of the air quality, GHG, and noise sections of the Update Environmental Impact Report (EIR). The update to the 2001 General Plan will provides guidance for future development in the City and its Sphere of Influence over the next 15 to 20 years. Adoption of the Update would allow for an increase in development potential throughout the City and the addition of transit-supported, mixed-use development along the City's main transportation corridors.

The Triangle Mixed-Use Specific Plan Environmental Impact Report Air Quality, Greenhouse Gas, and Noise Analyses, Murrieta: Mr. Kurtz was the Air Quality and Noise Manager for this mixed-use specific plan project. The project proposed approximately 1,767,914 square feet (sf) of development on the approximately 64.3 acres, which would consist of retail uses in one or more shopping areas that blend restaurants, a mix of small and large retail stores, entertainment uses, and possibly offices located above retail uses; mid- and high-rise professional office space served by parking structures; and hospitality uses that may include hotel rooms, conference and meeting space, dining, and its own recreational amenities. Mr. Kurtz was responsible for preparing the air quality, GHG emissions, and noise analyses for this project's EIR. The analysis prescribes mitigation measures to reduce both short-term and long-term emissions of criteria pollutants and GHGs.

Newport Banning Ranch Air Quality, Noise, and Greenhouse Gas Impact Analyses, Newport Beach: Mr. Kurtz was the Air Quality and Noise

James P. Kurtz (Continued)

Manager for highly controversial master planned development. This project would allow for the development of up to 1,375 residential dwelling units; 75,000 sf of commercial uses; and a 75-room resort hotel on approximately 97 acres of the 401-acre site. Mr. Kurtz prepared the air quality and climate change/GHG impact technical analyses and supervised the preparation of the noise analysis. He also prepared the air quality, GHG, and noise EIR sections. Noise issues included impacts associated with off-site and on-site traffic; continuing oilfield operations and potential drilling of new wells near residences; operation of proposed commercial uses; and construction near existing residences. Air quality issues centered on dust control around nearby sensitive receptors and impacts from oilfield operations to future residents. The project includes an ambitious Green and Sustainable Program to reduce energy consumption and GHG emissions.

Centennial Specific Plan and Phase One Implementation Project Environmental Impact Report Air Quality Analysis, Los Angeles County: As the Air Quality and Noise Manager for the Centennial Specific Plan and Phase One Implementation project, Mr. Kurtz prepared the air quality analysis. The 12,000-acre planned community proposes 23,000 residential units and up to 14 million sf of mixed urban service and employment-generating uses in addition to a variety of commercial, industrial, natural hillside open space, and recreational land uses located at the northwestern tip of Los Angeles County along the Kern County border. Issues of interest included establishing buffers between industrial and residential uses to avoid impacts from industrial pollutant emissions.

Tesoro del Valle Environmental Impact Report Supplemental Air Quality, Greenhouse Gas, and Noise Analyses, Los Angeles County: Mr. Kurtz served as the as the Noise, Air Quality, and Greenhouse Gas Manager for a revision to the certified Final EIR. The hillside development includes 710 single-family residential dwelling units; a fire station site; parks and recreational amenities (i.e., clubhouse, pool, trails); and supporting roadway and utility infrastructure. Mr. Kurtz was responsible for the preparation of air quality, GHG emissions, and noise analyses. Areas of special consideration include the addition of a helispot in the project area to support firefighting operations and the relocation of sports fields within residential areas.

Pelican Industrial Environmental Impact Report Air Quality, Greenhouse Gas, and Noise Analyses, Perris: Mr. Kurtz was the Air Quality and Noise Manager for the industrial warehouse project. The project area encompasses approximately 31.3 acres and the project consists of the construction and operation of up to 600,000 gross square feet of light industrial warehouse uses, including one high-cube warehouse facility and one light industrial building. Mr. Kurtz prepared the air quality, GHG emissions, and noise analyses. Key environmental issues include noise from the warehouse and truck operations to an adjacent residence and toxic diesel emissions from entering, departing, and idling trucks.

Menifee Heights Development Tentative Tract 32277 Air Quality Analysis, Riverside County: Mr. Kurtz was the Senior Air Quality Engineer for the Menifee Heights Development, which proposed 359 single-family detached units on 160 acres. Mr. Kurtz prepared an air quality analysis that included a discussion of the air quality impacts of blasting and GHG emissions.

Victor M. Ortiz

Air Quality, GHG, and Noise Specialist

EDUCATION

2006 / Bachelor of Science, Earth and Environmental Science / University of California, Irvine, CA

Victor Ortiz is an Air Quality, GHG, and Noise Specialist with eight years of experience in environmental documentation and analysis consistent with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Mr. Ortiz has prepared numerous air quality impact assessments that documented air pollutant emissions and concentrations related to various public infrastructure and private development projects. He has a thorough understanding of the National and State Ambient Air Quality Standards, as well as the rules and regulations adopted by many local air districts such as the South Coast Air Quality Management District (SCAQMD). Mr. Ortiz has conducted and participated in noise analyses for various types of projects, including California Department of Transportation (Caltrans) roadway realignment and widening projects; Los Angeles Unified School District (LAUSD) school development projects; and numerous commercial, industrial, and residential developments throughout California. His expertise includes field noise monitoring and construction and operational air quality impact analyses. Mr. Ortiz has a thorough understanding of computer modeling software, including the California Line Source Dispersion Model (CALINE-4) developed by Caltrans; the mobile source emissions inventory models EMFAC2011 and OFFROAD2011 developed by the California Air Resources Board; the California Emissions Estimator Model (CalEEMod) developed for the SCAQMD by Environ; and AERMOD developed by Lakes Environmental.

Representative Project Experience

The Triangle Mixed-Use Specific Plan Project Air Quality, Greenhouse Gas Emissions, and Noise Analyses, Murrieta: Mr. Ortiz was the Air Quality Specialist for the specific plan project. The proposed project involves approximately 1,767,914 square feet (sf) of development on approximately 64.3 acres, including retail uses in one or more shopping areas with possibly offices located above retail uses; mid- and high-rise professional office space served by parking structures; and hospitality uses that may include hotel rooms, conference and meeting space, dining, and its own recreational amenities. Mr. Ortiz prepared the air quality, greenhouse gas (GHG) emissions, and noise analyses to be included in the Environmental Impact Report (EIR) for the project.

Pelican Industrial Project Air Quality and Greenhouse Gas Emissions Analyses, Perris: Mr. Ortiz served as the Air Quality Specialist for the Perris Industrial Project. The project area encompasses approximately 31.3 acres and consists of the construction and operation of up to 600,000 gross sf of light industrial warehouse uses, including one high-cube warehouse facility and one light industrial building. Mr. Ortiz prepared the air quality and GHG emissions analyses for this project. Key environmental issues include toxic diesel emissions from entering, departing, and idling trucks.

Victor M. Ortiz (Continued)

Amendment to the Anaheim Resort Specific Plan Air Quality and Greenhouse Gas Analyses: Mr. Ortiz served as the Air Quality Specialist for the Anaheim Resort Specific Plan Supplemental EIR. The project would update the Anaheim Report Specific Plan (ARSP) Master EIR, prepared in 1994, by addressing (1) the continued buildout of the ARSP based on current development, regulations, and technology and (2) the expansion of the Anaheim Convention Center. Mr. Ortiz prepared the air quality and GHG analyses for the Amendment to the ARSP Supplemental EIR.

Paseo Colorado Hotel Project, Pasadena: Mr. Ortiz serves as the Noise Specialist for the Paseo Colorado Hotel Project. The proposed project consists of various improvements to the Paseo Colorado mixed-use center in the Central District of Pasadena. The proposed project would include demolition of the existing vacant Macy's store; construction of a new 179-room hotel on the southern portion of the Macy's footprint; construction of approximately 43,700 sf of retail and restaurant space on the northern portion of the Macy's footprint; and various renovations to the remainder of the Paso Colorado center. Mr. Ortiz prepared a noise analysis and technical report for this project. Issues of concern include construction and operational noise from the project to the existing residences immediately west of the existing Macy's.

Norton Avenue Residential Development, Chino: Mr. Ortiz was the Air Quality and Noise Specialist for the Norton Avenue Residential Development in Chino. The project proposes a 39-lot, single-family residential development immediately north of State Route (SR) 60. Mr. Ortiz prepared the technical reports for air quality-greenhouse gas emissions and noise. Issues of concern were noise and air pollutant emissions from vehicles on SR-60 to the proposed residences.

Jefferson Mixed-Use Project Air Quality Technical Study, City of Los Angeles: Mr. Ortiz served as the Air Quality Specialist for the Jefferson Mixed-Use Project in the City of Los Angeles. The project involves the construction and operation of a mixed-use project consisting of 54 low-income apartment units and 9,000 sf of commercial space with 95 parking spaces on a 31,389-sf (0.72-acre) site located in the City of Los Angeles. Mr. Ortiz prepared the air quality and GHG analyses for the Air Quality Technical Study. Construction and operational emissions were modeled and localized impacts were analyzed according to the methodologies described in the SCAQMD's Localized Significance Threshold Methodology guidelines.

820 Burlington Avenue Air Quality Technical Study, City of Los Angeles: Mr. Ortiz served as the Air Quality Specialist for the 820 Burlington Avenue Project in the City of Los Angeles. The project involves the construction and operation of a new residential building consisting of 21 residential units (including 1 manager's units) and 1 level of subterranean parking on a 0.3-acre site. Mr. Ortiz prepared the air quality and GHG analyses.

Patrick O. Maxon, M.A., RPA

Cultural Resources Manager

EDUCATION

1994 / Master of Arts, Anthropology / California State University, Fullerton, CA

1987 / Bachelor of Arts, Psychology/Sociology / Towson State University, Towson, MD

PROFESSIONAL CERTIFICATIONS

Registered Professional Archaeologist (National), ID No. 11468, 1999–present

Riverside County Transportation and Land Management Agency Certified Archaeologist, Register No. 226, 2008–present

Orange County Certified Archaeologist, 1998–present

California Energy Commission Cultural Resources Specialist, 2004

Patrick O. Maxon M.A., RPA is a Registered Professional Archaeologist who meets the Secretary of Interior's standards for historic preservation programs for archaeology and who has a permit to perform work on Bureau of Land Management land. Mr. Maxon has 20 years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, ethnography, and tribal consultation. He has expertise in compliance with the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the National Historic Preservation Act (NHPA), the Archaeological Resources Protection Act, and the Clean Water Act, among others. Mr. Maxon has completed hundreds of cultural resources projects that have involved the full range of cultural resources studies. He has managed a number of projects within the jurisdiction of the U.S. Army Corps of Engineers (USACE), the Bureau of Land Management, the Bureau of Reclamation, and other federal agencies that require compliance with Section 106 of the NHPA. He has also completed projects throughout Southern California under CEQA for State and local governments and municipalities.

Representative Project Experience

Summerly Development Project Cultural Resources Monitoring, Lake Elsinore: Mr. Maxon was the Cultural Resources Project Manager for this project in Lake Elsinore. He managed the placement and work of BonTerra monitors on the project and ensured that any discovery of cultural or paleontological resources was handled appropriately. Daily field notes describing the activities performed each day were maintained by the monitors and were included in the final report. No cultural resources were observed or collected during monitoring activities, and no further cultural resources investigation was recommended unless future grading activities would impact native sediments.

Baker Ranch Development Project Archaeological Investigations, Lake Forest: Mr. Maxon is the Cultural Resources Manager for this 386-acre master-planned community that will include 2,379 residential units and 25,000 square feet of commercial development along the newly built section of Alton Parkway. He conducted an archaeological investigation, which included background research at the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton; consultation with local Native American individuals and tribes; an intensive archaeological reconnaissance survey of the project site; and closer examination of several previously recorded sites on the property. The Phase I reconnaissance showed that two sites requiring evaluation were still extant on the project site. These two sites were subsequently evaluated for significance through archaeological test excavation to characterize the areal extent, density, diversity, and integrity of any deposit. Both sites were found to be not significant. Beginning in late 2012, Mr. Maxon managed the cultural and paleontological resources components of the Mitigation Monitoring and

Reporting Program adopted for the project. Subsequent grading, still ongoing, has resulted in the recovery of hundreds of fossil specimens from the Oso Sands Member of Capistrano Formation.

Alberhill Ranch Specific Plan, Archaeological Resources Survey, Lake Elsinore: Mr. Maxon was the Cultural Resources Manager for this project. He conducted a Phase I archaeological resources survey of selected acreage that had not been previously mined on the Pacific Aggregate mine property to determine if archaeological sites are located on the property. The project was located on an approximate 1,400-acre site of vested surface mining known as Reclamation Plant 112. Of that, approximately 500 acres were located within active surface mining areas. The remaining 900 acres of vested mine areas consisted of a mixture of native coastal sage scrub habitat interspersed with evidence of mining activities spanning the past 100 years. There are 21 historic mining-related sites on the property. The historic Alberhill District, Alberhill School, and associated refuse deposits are located in the northern portion of the project site and were visited by BonTerra Archaeologists. These resources will be recorded and evaluated at a later time.

Fullerton Transportation Center Specific Plan Project Environmental Impact Report, Fullerton: Mr. Maxon conducted the CEQA cultural resources analysis for the project. This included coordinating with the Native American Heritage Commission; completing the Senate Bill (SB) 18 process; and reviewing and summarizing the results of the required literature searches. The 39-acre project site is located within and adjacent to the City of Fullerton's Central Business District. The project site contains privately and publicly owned parcels developed with residential, commercial, religious, industrial, transportation (including the Fullerton Train Station), and public parking uses. The project involves the redevelopment of the area around the Fullerton Train Station with mixed uses, including up to 1,500 residential units and 100,000 square feet each of retail and office uses.

SOCO Santa Fe Development Project, Initial Study/Mitigated Negative Declaration, Fullerton: Mr. Maxon conducted the cultural resources analysis for the SOCO Santa Fe Development Project Initial Study/Mitigated Negative Declaration (IS/MND). The project involves development of a mixed-use affordable housing development near the Fullerton Transportation Center and Amerige Park on an approximate 2.4-acre site. The project involves the construction of a mixed-use residential development, retail space, and a parking structure. The project required completion of the CEQA process on a highly expedited schedule. Mr. Maxon coordinated with the Native American Heritage Commission; initiated the SB 18 process; and reviewed and summarized the results of the required literature searches.

Stacie A. Tennant

Senior Project Manager, Biological Services

EDUCATION

1994 / Bachelor of Science, Environmental Biology / California State University, Northridge, CA

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

U.S. Fish and Wildlife Service 10(a) Permit (TE No. 834489-4) for coastal California gnatcatcher

California Department of Fish and Wildlife Letter of Agreement, Field Investigator for coastal California gnatcatcher

California Department of Fish and Wildlife – Scientific Collecting Permit (No. SC-002705)

Stacie Tennant is a Senior Project Manager and Wildlife Biologist with 18 years of experience conducting sensitive species surveys and focused surveys for the coastal California gnatcatcher, least Bell's vireo, burrowing owl, special status invertebrates, and desert tortoise throughout Southern California. She has also conducted reconnaissance surveys and habitat evaluations for Endangered, Threatened, and sensitive floral and faunal species; identified and classified plants and plant communities; processed resource agency permits; and managed projects. Ms. Tennant also knows the requirements of several multiple species plans including the Central-Coastal Natural Communities Conservation Plan (NCCP)/Habitat Conservation Plan (HCP) and the Southern Subregion HCP; the Western Riverside County and Coachella Valley MSHCPs; and the Metropolitan Bakersfield Habitat Conservation Plan (MBHCP). She has managed and/or authored the biological resources sections of numerous Environmental Impact Reports (EIRs); Biological Technical Reports; Biological Assessments (pursuant to Section 7 consultations with the U.S. Fish and Wildlife Service [USFWS]); focused surveys for sensitive species; tree reports; resource management plans; mitigation monitoring reports; Habitat Assessments and Determination of Biologically Equivalent or Superior Preservation (DBESP) Reports for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP); and general biological assessments and constraints analyses. She is proficient with the natural resources regulations of the Federal Endangered Species Act (FESA), the California Endangered Species Act (CESA), the California Environmental Quality Act (CEQA), the Clean Water Act (CWA), the Migratory Bird Treaty Act (MBTA), the *California Fish and Game Code*, and other biological statutes of regional counties and cities.

Representative Project Experience

Countryside Project General Plant and Wildlife Surveys and Jurisdictional Delineation, Riverside County: Ms. Tennant served as the Project Manager for this single-family residential development. She conducted general plant and wildlife surveys and mapped vegetation on approximately 200 acres of open space in order to identify potential impacts to biological resources and to provide mitigation measures for the project. Ms. Tennant also delineated and mapped wetlands and "Waters of the U.S."; conducted focused plant and fairy shrimp surveys; attended several meetings with the Client; and prepared supporting documentation as necessary. A Biological Technical Report was also prepared for the project.

Creekside Project Peer Reviews, Perris and Riverside County. Ms. Tennant was the Project Manager and Biologist for the Creekside project located in Perris and Riverside County. She provided peer reviews of the following reports prepared by the Project Applicant: a DBESP Report; a 90-Day Fairy Shrimp Report; a Burrowing Owl Survey Report; a Special Status Plant Survey Report; a Least Bell's Vireo Survey Report; a

Habitat Mitigation and Monitoring Plan (HMMP); and an MSHCP Consistency Analysis.

Montecito Ranch Project Biological Studies, Riverside County: Ms. Tennant was the Project Manager for this project. She managed biological tasks, including surveys for the California gnatcatcher and sensitive plants, on this 445-acre property. A 320-acre portion of the property was assessed for its value as part of a mitigation bank, and an additional 125-acre parcel was proposed for residential development. Ms. Tennant conducted an oak tree survey on the 125-acre parcel and in the area located 125 feet outside the grading limit of this parcel to determine the number of oaks to be impacted by the proposed project.

New Model Colony, The Lakes Specific Plan Project Biological Resources Surveys and Biological Technical Report, Ontario: Ms. Tennant was the Project Manager and Biologist for this project, a 362-acre project site surrounded by agricultural lands that contain row crops/nurseries and dairies/stockyards. Ms. Tennant conducted general plant and wildlife surveys; mapped vegetation; conducted focused presence/absence surveys for the burrowing owl, Delhi Sands flower-loving fly, and special status plant species; coordinated a habitat assessment; and prepared a letter report for the federally Endangered San Bernardino kangaroo rat and the Los Angeles pocket mouse, a California Species of Special Concern. In addition, she prepared all the supporting documentation for the above-listed species listed above and wrote the Biological Technical Report. The purpose of the documentation was to identify potential impacts to biological resources and to provide mitigation measures for the project, which proposes to build a single-family residential development. Issues analyzed for the project site include impacts to the Delhi sands flower-loving fly and burrowing owl.

Tapia Ranch Project Biological Technical Report, Los Angeles County: Ms. Tennant was the Biological Project Manager and Biologist for the project, which proposes construction of a single-family residential development. She conducted general plant and wildlife surveys; assisted with vegetation mapping; and completed presence/absence surveys for the coastal California gnatcatcher, least Bell's vireo, southwestern willow flycatcher, spadefoot toad, and special status plant species in order to identify potential impacts to biological resources and to provide mitigation measures for the project. A Biological Technical Report was also prepared.

Castaic Project Biological Surveys and Biological Technical Report, Los Angeles County: Ms. Tennant was the Project Manager and Ecologist for the Castaic project. She conducted general plant and wildlife surveys and assisted with vegetation mapping of approximately 300 acres of open space in order to identify potential impacts to biological resources and to provide mitigation measures for the project, which proposed to build a single-family residential development. Ms. Tennant also assisted with focused plant surveys; delineated and mapped wetlands and "waters of the U.S."; attended several meetings with the Client; and prepared supporting documentation, as necessary. Additionally, she prepared a Biological Technical Report and a Revegetation Plan for the project.

Michael Daly, PE, ENV SP

Project Manager, Water Quality

EDUCATION

1992 / Bachelor of Science, Hydrology and Water Resources / College of Engineering and Mines, University of Arizona

REGISTRATIONS

Professional Engineer / 1999 / AZ No. 33984

Envision Sustainability Professional / 2013

Professional Engineer / CA No. 63340

Michael Daly has 22 years of experience in the field of water resource design. He currently manages Psomas' utility design and hydrology/hydraulics team, which completes a variety of project types including sanitary sewer and storm drain planning and design, potable water system planning and design, utility coordination modifications, watershed floodplain studies, and flood control mitigation studies and design.

Representative Project Experience

North Spring Street Bridge Project over the Los Angeles River, City of Los Angeles: The City of Los Angeles Bureau of Engineering retained Psomas to provide the program/project management services, including the Value Analysis (VA) Study, for the widening of the North Spring Street Bridge over the Los Angeles River. Psomas was part of the initial team for the bridge widening and seismic upgrade project, responsible for the VA and constructability studies, and has been an integral part of the project from its inception. The project included hydraulic analysis of the proposed bridge improvements in support of completing Location Hydraulic Study and Hydraulic Design Report.

65th Street Transit Center Relocation Project, Sacramento Regional Transit, Sacramento: Mr. Daly served as the Hydrology/Hydraulics Lead for the preliminary engineering, design, and preparation of Plans, Specifications, and Estimates for the relocation of the existing 65th Street bus transfer facility to on street locations. The purpose of the project is to vacate the existing RT owned parcel between 65th Street and 67th Street to make way for a proposed development of this block. The project includes traffic analysis, roadway and drainage design, traffic signal and lighting design, landscaping and irrigation, utility coordination, right-of-way engineering, extensive stage construction, and traffic handling to maintain bus operations during construction.

Antelope Valley Solar Facility Watershed Study, SunPower, Antelope Valley: Mr. Daly served as the Lead Hydrologist for this project. He was responsible for completion of a detailed hydrologic and floodplain mapping study to determine flood depths, velocities, and scour potential at a proposed 4,800-acre solar facility located in Antelope Valley. The contributing watershed covered approximately 320 square miles and included both steep mountainous areas with well-defined drainages and flat valley areas with poorly or no defined drainages and slopes less than 1% in many areas. Given the unique nature of the watershed, a hydrologic model was developed, which utilized HEC-HMS to determine peak discharges in the mountainous watersheds, and FLO-2D to model and map the wide floodplains in the valley areas. Detailed mapping of floodplain depths and velocities for the project developed to allow for proper design and positioning of the proposed solar panels. The project was located in both Los Angeles and Kern Counties and the analysis had to meet the requirements of both jurisdictions.

Michael Daly (Continued)

California Energy Commission Solar Projects, Aspen Environmental, Various Locations: Mr. Daly provided support for the preparation of Staff Assessments (equivalent to an Environmental Impact Report as required by the California Environmental Quality Act [CEQA]) for Water Resources for four thermal solar projects in the California Mojave Desert (Solar Millennium Blyth, Palen, Ridgecrest, and Genesis Ford Lake). His focus was on the drainage, flood control, and erosion elements of the projects. Psomas was retained through Aspen Environmental by the California Energy Commission (CEC) as water resource experts supporting development of the four thermal solar projects, which have a combined potential production capacity of more than 2,000 MW. Mr. Daly worked closely with other project disciplines, such as the biological resources consultant, to ensure that the proposed drainage design was consistent with other project constraints and requirements. He also provided expert testimony in the hearings that led to the final certification and permitting of the projects by the CEC.

CEQA Staff Assessments, Miscellaneous Solar Projects, California Energy Commission: Mr. Daly was retained by the CEC to complete an analysis of the concept design and to prepare a Staff Assessment (equivalent to an Environmental Impact Report as required by CEQA) for four large thermal solar projects in California's Mojave Desert. The projects included the Blythe, Palen, Genesis and Ridgecrest projects. The Blythe project was typical and was a 1000-megawatt facility covering approximately 7,100 acres of Bureau of Land Management land. The project is located on an alluvial fan where flash flooding and mass erosion could impact the project.

Like all the projects, Blythe required the construction and operation of engineered collector and conveyance channels to re-route desert washes around the facility. Mr. Daly assessed in detail the potential impacts of these channels on the existing floodplain and provided extensive input into the appropriate design of the drainage facilities based on site specific characteristics. He also worked closely with the CEC Biologists to help assess potential drainage related impacts to existing flora and fauna, and assisted in developing design criteria, which facilitates (or at least does not impede) wildlife movements. Mr. Daly was also charged with developing an extensive list of “Conditions of Certification,” which will dictate the specific drainage design criteria and operational methods of the project drainage design. He participated in several workshops and evidentiary hearings with the project applicants to resolve drainage related issues.

Bruce Kirby, PE, QSD/QSP

Project Manager, Water Quality Design Manager

EDUCATION

1984 / Bachelor of Science, Civil Engineering / California Polytechnic University, Pomona

REGISTRATIONS

Professional Engineer / 1987 / CA No. 42393

2013 / Envision Sustainability Professional / ENV SP

Professional Engineer / 1993 / WA No. 30570

Professional Engineer / 1993 / OR No. 16933

Qualified SWPPP Developer / 2011 / CA No. 20900

Since 1984, Mr. Kirby has been involved in land development engineering and is a professional engineer that has directed the design of several residential, institutional, retail, commercial, industrial, and recreational projects in Orange County and throughout Southern California. These projects have included providing such services as preliminary engineering and backbone engineering design for the grading, roadway, storm drain, sewer and water infrastructure required for several large master-planned community projects in southern Orange County and was involved in the development of over 4,000 acres of multi-use projects.

Representative Project Experience

New Model Colony Backbone Infrastructure Facilities, Eastern Portion, Ontario: Mr. Kirby is serving as the Principal-in-Charge for this project. He is responsible for providing program management and construction management for this project. These facilities will include approximately 34 miles of arterial streets, backbone water and recycled transmission water mains, sewers, storm drains, and dry utilities. New Model Colony is comprised of approximately 7,676-acres consisting of 30 planning areas. The project amassed 3,500-acres and included 12 of the 30 planning areas. The ultimate uses of these historical dairy farmlands include homes, commercial buildings, business parks, recreational facilities, golf facilities, government buildings, schools, parks, and other amenities. This project also included initial site investigation, preliminary street layout, street improvement plans, and traffic engineering required in the design of the project. Survey and mapping services include the establishment of a geodetic control network of found monuments and set control to serve as a basis for the City; aerial topography covering the proposed roadway alignments and adjacent properties; cross sections of existing streets slated for improvement; a boundary survey and Record of Survey to memorialize existing monuments in the area and provide a means for monument preservation; the retracement of nine sections including the Riverside/San Bernardino County line; base mapping and title analysis of all properties impacted by roadway improvements; right-of-way engineering and acquisition support; the preparation of legal descriptions for property takes and easements; and potholing support services.

Ridgestone Apartments, Lake Elsinore: Mr. Kirby is serving as the Principal-in-Charge for this project. He is responsible for overseeing the preliminary engineering of a high-end, two-story residential apartment complex situated on 40 acres. The project features a variety of one, two, and three bedroom units with optional garages and a recreational area with pool and patio areas. The site is less than five miles from the lake and three blocks from shopping and dining. Services provided include conceptual engineering plans for utility layout, retaining walls, storm drain infrastructure, conceptual water and sewer improvements.

Bruce Kirby (Continued)

Playa Vista Development, Los Angeles: Mr. Kirby is serving as the Principal-in-Charge for this project. He is responsible for overseeing the final engineering of two master tracts of this project that created 48 master, multi-family residential lots on 78-acres. This is the largest master-planned community in the City of Los Angeles, which includes as school site and community parks. Mr. Kirby was responsible for managing and completing the preparation and securing the approval of the preliminary utility layout plans; completing the design and securing the approval of the rough grading and erosion control plans; coordinating the preparation of the major storm drain infrastructure; preparing the backbone and on-site street improvement plans; and preparing final domestic water, reclaimed water, and sewer improvement plans.

Vista Del Verde Village III, Master Water/Sewer Plan, Yorba Linda: Mr. Kirby served as the Project Engineer of the Vista Del Verde Village III development, a residential development in the City of Yorba Linda. The proposed development consists of 438 single-family residential units encompassing approximately 123-acres. Additionally, Mr. Kirby oversaw the preparation of a water and sewer facilities master plan report that was reviewed and approved by the Yorba Linda Water District. The water master plan consists of over 25,000-feet of pipe ranging from 8" diameter distribution mains to 36" diameter transmission mains covering two pressure zones, separated by a pressure reducing station. The sewer facilities are primarily 8" to 10" gravity sewers. Water and sewer hydraulic models were created and analyzed to complete the master plans.

Eastlake Village, Rancho Santa Margarita: Mr. Kirby is serving as the Project Manager for this project. He is responsible for providing engineering and design services for this 800-acre site, which includes the initial enclave of a master-planned community development. The development encompasses over 1,000 single and multi-family residential units; and sites for a private high school, a middle school and two elementary schools. The project's scope included a 40-acre lake with private beach club, seven church sites, and three park sites with in-depth parkway community landscaping. In 2000, this development was incorporated into a new city.

TownCenter Village, Rancho Santa Margarita: Mr. Kirby is serving as the Project Manager for this project. He is responsible for providing engineering and design services on this 800-acre site, which includes a retail/commercial enclave for a master-planned community development. The development encompassed over 500 single- and multi-family residential units; and includes a ten-acre central park, civic center with a public library, a meandering main street to be occupied by a theater and restaurants. He provided oversight of civil engineering services, that included preparing mass and rough grading; lot drainage reports; street and arterial highway design; plans for utilities such as sewer, water, and storm drain improvements; hydrology and hydraulic studies; and final map coordination. In 2000, this development was incorporated into a new city.

Alejandro Angel, PhD, PE, PTOE, ENV SP

Traffic Engineer

EDUCATION

2008 / Doctor of Philosophy, Civil Engineering (Transportation) / University of Arizona

2004 / Master of Science, Civil Engineering (Transportation) / University of Arizona

1999 / Bachelor of Science, Civil Engineering / Universidad EAFIT, Colombia

REGISTRATIONS

Professional Traffic Operations Engineer / 2004 / AZ No.1324

Professional Engineer / 2003 / AZ No. 40203

Professional Engineer / 2008 / CA No. 72792

Envision Sustainability Professional / 2013

AFFILIATIONS

Institute of Transportation Engineers (ITE)

Alejandro Angel is Vice President of Traffic Engineering for Psomas, a multi-disciplinary engineering firm with 400 employees headquartered in Los Angeles. He holds Master of Science and PhD degrees in traffic engineering from the University of Arizona and is a Registered Professional Engineer in Arizona and California. Dr. Angel is one of a few consultants in southern Arizona to be a certified Professional Traffic Operations Engineer (PTOE). Dr. Angel's experience includes numerous traffic engineering studies for public and private projects, safety evaluations, the development of engineering standards and policies and the planning and design of roadway and highway projects, roundabouts, traffic signal systems, and Intelligent Transportation Systems. Dr. Angel and his team have completed projects in Arizona, Utah, California, Washington, the Middle East, and South America and his research has been presented by ASCE, the Institute of Transportation Engineers (ITE), TRB, and IEEE. Dr. Angel is a past president of the Southern Arizona Chapter of the ITE and is a member of the Transportation Committee for the preparation and review of the Professional Engineer (PE) exam with NCEES. He has also served as a Transportation Engineering adjunct faculty member at the University of Arizona and received the 2009 Young Professional Achievement Award from the ITE Western District, which includes approximately 5,000 transportation engineering professionals in 13 western States.

Representative Project Experience

Anaheim Street Rehabilitation and Reconstruction, Long Beach: Dr. Angel served as an Assistant Project Manager for this project. This 4,350-foot long segment of Anaheim Street, between 9th Street and the Los Angeles River Bridge, is located in the Port of Long Beach Harbor District within the City of Long Beach. This project included the preparation of the Basis of Design Report including funding alternatives and feasibility studies, PSE design for pavement and median reconstruction, lane reconfiguration, traffic signal modifications, ADA upgrades, landscaping and beautification, and storm water improvements. Dr. Angel was responsible for the design of the traffic improvements, including the traffic control plans for construction.

Coronado Cays Entrance Improvements, Coronado: Dr. Angel is serving as the Project Manager for this project. At the lone vehicular entrance to the Coronado Cays, the Bayshore Bikeway crosses the roadway and has been the site of numerous crashes and near-misses. A public workshop was held to gather information prior to developing conceptual plans, which demonstrated multiple potential improvements for the intersection. Dr. Angel is responsible for the development of the alternatives, cost estimates, and coordination with the City and the public.

Crenshaw Traffic Signals, City of Torrance, Torrance: Dr. Angel managed the design of the signal and ITS improvements. This project consisted of designing traffic signal modification plans for Crenshaw Boulevard at 182nd Street and at the Interstate (I) 405 South on/off ramps. It also

Alejandro Angel (Continued)

included replacing loop detectors with video detection and the installation of interconnect conduit along Crenshaw Boulevard from 182nd Street to 190th Street.

Dana Point Town Center Revitalization, Dana Point: Dr. Angel is serving as a Senior Engineer providing quality control and design assistance. The City of Dana Point is advancing a downtown revitalization project. As part of this project, Psomas performed the design of signal modifications for eight intersections in the Dana Point Town Center, and conducted a planning-level analysis to provide all direct property access via alleys in the Town Center.

Harbor Boulevard and Bastanchury Road Intersection Modifications Design Build, McCarthy Building Companies, Fullerton: Dr. Angel managed the traffic engineering design of this project, which included the addition of a right-turn lane, widening of existing travel lanes on Bastanchury Road, traffic signal modifications, street lighting relocations, and the development of associated signing and pavement markings plans. The improvements were required as part of an expansion of St. Jude Medical Center in Fullerton.

Hawthorne Boulevard Rehabilitation, City of Torrance: Dr. Angel served as a Traffic Engineer for this project. He is responsible for the traffic control and staging plans for the rehabilitation of Hawthorne Boulevard, a principal north-south arterial for the South Bay region. The segment south of Pacific Coast Highway to the southerly City limit is owned and maintained by Torrance and carries 43,000 vehicles/day. It is a six-lane roadway with a raised center median. The curb lanes primarily serve as parking lanes; however, during peak hours, parking is restricted to provide three travel lanes in each direction. The pavement in the project area is severely deteriorated and requires rehabilitation and/or reconstruction. This project includes pavement rehabilitation, curb/gutter/sidewalk repairs and upgrades to curb ramps for ADA compliance. All faded signs and illuminated street name signs will be replaced, and select traffic signal equipment will be upgraded.

Loker Medical Arts Pavilion, Loker Investment Group, Los Angeles: Dr. Angel prepared a traffic study for the construction of a 65,000 square-foot medical office building adjacent to the California Medical Center. The report analyzed traffic impacts to more than 10 intersections in downtown Los Angeles, including several ramps on and off I-10 and I-110. The Critical Movement Analysis method was used to evaluate the need for mitigation at the study intersections.

Pomona/7th/Adella Roundabout Intersection Improvements, City of Coronado: Dr. Angel is serving as the Project Manager for this project. He is responsible for the design of the roundabout, as well as coordination with the City and the public. This project consists of providing a permanent design to replace the existing temporary roundabout. The intersection is heavily traveled by vehicles, pedestrians, and bicycles; is adjacent to a park; and provides direct access to multiple homes.

Aron R. Taylor, M.S., P.G., C.E.G

Principal Engineering Geologist

EDUCATION

2006 / Master of Science, Geological Sciences/California State University, Fullerton

2001 / Bachelor of Science, Geological Sciences / California State University, Fullerton

REGISTRATIONS

Professional Geologist – State of California

Certified Engineering Geologist – State of California

Qualified SWPPP Developer (QSD) – CASQA Cert. No. 00496

Qualified SWPPP Practitioner (QSP) – CASQA Cert. No. 00496

Mr. Taylor has over 13 years of experience on a wide variety of geotechnical projects. His experience includes work with a number of residential and master-planned community developers, commercial developers, public agencies, and water districts. He has worked successfully as Project Manager and Engineering Geologist for a wide variety of projects, as outlined below. His specific engineering geological experience includes large-scale grading jobs, geologic mapping, subsurface exploration, foundation investigations, landslide evaluations, liquefaction studies, groundwater investigations, seismic hazard analyses, seismic refraction and rippability studies, fault investigations, and debris flow analyses. Mr. Taylor is also proficient in the use of AutoCAD and Geographic Information Systems (GIS) for geotechnical applications.

Representative Project Experience

Esencia Project, Rancho Mission Viejo: This project consists of a 860-acre master-planned community village within Rancho Mission Viejo. Mr. Taylor provided the geotechnical studies from original Environmental Impact Report (EIR) and entitlement through final design and construction. Geotechnical studies addressed remedial grading, slope stabilization, landslide mitigation, liquefaction remediation, infiltration basins, and localized shallow groundwater.

Sendero Project, Rancho Mission Viejo: Mr. Taylor provided the Geotechnical investigation, design, and construction services for 550-acre master-planned community village. The studies addressed numerous issues including large-scale, 160-foot-deep ancient landslides, liquefaction hazards, time-delayed settlement, shallow groundwater, debris flows, existing infrastructure, and scour protection for the adjacent San Juan Creek.

The Ranch Plan Project, Rancho Mission Viejo: The Ranch Plan Project covers 23,000 acres of southeastern Orange County and is characterized by complex geologic terrain that includes the Cristianitos fault, the Mission Viejo fault, and numerous Quaternary to Jurassic geologic formations. Mr. Taylor conducted preliminary geologic investigations for the Ranch Plan EIR and entitlement. The studies included long-term groundwater monitoring studies, geologic mapping, subsurface exploration, fault trenching, and seismic refraction studies. Geotechnical studies are on-going for long-term planning and design of the sequenced 14,000-unit development.

Newport Banning Ranch Project, Newport Beach: Mr. Taylor conducted Geotechnical studies and design consultation for the 400-acre master *planned development.* The development plan includes open space preserves, parks, residential neigh*borhoods, and a resort hotel.* GMU provided the geotechnical studies to support the EIR and the entitlement process with the City of Newport Beach and other affected agencies (County of Orange, California Coastal *Commission, etc.).* The studies

addressed active traces of the Newport Inglewood fault zone, bluff stability and bluff retreat, large-scale grading operations, and groundwater.

Ladera Ranch Planned Community Project, Rancho Mission Viejo: Mr. Taylor conducted geologic mapping, grading observation, and final reporting for a portion of the 8000+ unit master-planned development. Major hillside grading operations involved complex geologic structure and large-scale ancient landslides.

Talega Village 5 Project, City of San Clemente: Mr. Taylor conducted the Geotechnical investigation and provided design and construction services for this master planned community. Geologic mapping during grading included complex geologic structure, including the Cristianitos Fault zone and numerous ancient landslides.

Crystal Cove Project, Newport Beach: Mr. Taylor provided the geotechnical investigation and geologic mapping during hillside grading for this residential development. The geologic structure included the Pelican Hills fault zone and numerous large-scale ancient landslides.

St. Michael's Abbey Project, Silverado Canyon: Mr. Taylor provided the geotechnical investigation for the EIR and entitlement through rough grade design and construction (in progress 2014). The project includes a monastery, high school, chapel, sports fields, roadways, water quality basins, and other site improvements. The geotechnical studies addressed settlement, debris flows, slope stability, liquefaction, infiltration basins for water quality, percolation for septic systems, and pavement design.

Newport Beach Country Club, Newport Beach: Mr. Taylor conducted a geotechnical investigation and provided design services for future grading and construction of residential development at the Newport Beach Country Club.

Westar Goleta Mixed Use Project, Goleta: Mr. Taylor conducted geotechnical studies, a fault investigation, and percolation testing for 23-acre mixed use site with apartments and retail buildings. Geotechnical studies supported original EIR and entitlement through final design and construction.

Attachment

B Statement of Qualifications

Company Overview

BonTerra Psomas (formerly BonTerra Consulting) is an environmental planning and resource management consulting firm that provides California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation; biological resources surveys and assessments; habitat restoration planning; regulatory services and permitting; cultural resources assessments and monitoring; air quality, greenhouse gas emissions, and noise analyses; and Geographic Information Systems (GIS) mapping and spatial analyses. BonTerra Psomas Team Leaders have worked together as a highly effective team for over 20 years providing timely and technically sound documentation to public- and private-sector clients in Central and Southern California.

Founded over 65 years ago, Psomas provides sustainably engineered solutions to clients worldwide from offices throughout California, Arizona, and Utah. As a full-service engineering, construction management, environmental, and land survey firm, we help our clients create value and deliver complex projects. The recent merger between BonTerra Consulting and Psomas allows both companies to provide clients with a wider breadth and depth of services than was possible before the merger.

Key BonTerra Psomas specialists include:

- Environmental Planners
- Botanists
- Certified Arborists
- Ornithologists
- Wildlife Biologists
- Aquatic/Fisheries Biologists
- Restoration Ecologists
- Regulatory Specialists
- Archaeologists
- Paleontologists
- Air Quality and Noise Specialists

BonTerra Psomas meets the needs of our clients by providing responsive strategic consulting and technical analyses. Our consulting services consistently provide our clients with timely and technically sound documentation that complies with regulatory and planning agency requirements. We believe in client responsiveness and quality assurance with no surprises.

BonTerra Psomas – Irvine
2 Executive Circle
Suite 175
Irvine, CA 92614
T: 714.444.9199

BonTerra Psomas – Pasadena
225 South Lake Avenue
Suite 1000
Pasadena, CA 91101
T: 626.351.2000

Psomas has office locations in California, Arizona, and Utah.

California
Culver City
Los Angeles
Riverside
Roseville
Sacramento
San Diego

California (cont.)
Santa Ana
Santa Clarita
Victorville
Walnut Creek

Arizona
Phoenix
Tucson

Utah
Salt Lake City

All photographs by BonTerra Psomas

Services

Environmental Services
- CEQA and NEPA Compliance
- Project Management
- Quality Assurance Reviews

Biological Resources
- Special Status Species Surveys
- Habitat Mapping and Assessments
- Construction Monitoring

Habitat Restoration
- California Native Habitat Planning
- Habitat Management and Monitoring Plans
- Invasive Plant Species Programs

Regulatory Services
- Jurisdictional Delineations
- Mitigation Plans
- Permit Processing and Coordination

Cultural Resources
- Records Searches, Surveys, and Assessments
- Excavations, Salvage, and Resource Recovery
- Mitigation Monitoring

Air Quality, Greenhouse Gases, and Noise
- Air Quality Analyses
- Greenhouse Gas Emissions Assessments
- Noise and Vibration Impact Analyses

GIS and Graphic Design
- Database Design
- GPS Surveys
- Shade and Shadow Modeling

BonTerra PSOMAS

Environmental Services

As a leader in the field of environmental analysis, BonTerra Psomas has helped clients navigate through the increasingly complex processes required by CEQA and NEPA.

Our work begins prior to the preparation of CEQA and NEPA documents. By encouraging involvement early in the project planning process, BonTerra Psomas provides input to clients that avoids and minimizes environmental effects and facilitates the environmental and entitlement process. Working as a team, we offer comprehensive problem-solving solutions and reports for both complex and straightforward projects. BonTerra Psomas' extensive experience in preparing environmental and planning documents has saved our clients time and money. Our solid analytical and management approaches result in comprehensive, easily understood, and legally defensible documents.

BonTerra Psomas also provides a wide range of project management services to supplement staff resources. Our senior staff members often assist clients with managing and facilitating public and private projects through managing the overall project; reviewing the quality of environmental and planning products; offering entitlement strategies; and aiding in issue resolution.

Environmental Services

CEQA and NEPA Documents

- Initial Studies (ISs)
- Negative Declarations (NDs)
- Mitigated Negative Declarations (MNDs)
- Environmental Impact Reports (EIRs)
- Environmental Impact Statements (EISs)

Preliminary Environmental Assessment Reports (PEARs)
Preliminary Environmental Studies (PES)
Constraints Analyses
Due Diligence Analyses
Scoping and Community Meetings/Public Hearings
Mitigation Monitoring Preparation and Compliance
Agency Coordination

Project Managment Services

Project Processing Strategies
Project Team Formation and Management
Quality Assurance Reviews
Development Application Preparation
Public Outreach Programs
CEQA Update Presentations
CEQA Training

BonTerra PSOMAS

Biological Resources Services

BonTerra Psomas' Wildlife Biologists and Botanists have the technical background, experience, and necessary permits to conduct special status species surveys and to ensure compliance with resource agency permits; they are also qualified to prepare biological assessments, constraints analyses, and applicable portions of CEQA and NEPA documents. Our staff proactively works with clients to minimize or avoid biological impacts whenever feasible and to design mitigation programs that meet regulatory requirements and project objectives. Our staff includes recognized experts in the fields of terrestrial wildlife biology, aquatic science, and botany. BonTerra Psomas has expertise in guiding clients through regulatory requirements, including compliance with the California Fish and Game Code, the California Endangered Species Act (CESA), the Federal Clean Water Act (CWA), and the Federal Endangered Species Act (FESA).

Special Status Surveys

Special Status Plant Species
Fairy Shrimp
Quino Checkerspot
El Segundo Blue Butterfly
Santa Ana Sucker
Unarmored Threespine Stickleback
Southern Steelhead
Arroyo Toad
Western Spadefoot
California Red-Legged Frog
Mountain Yellow-Legged Frog
Pacific Pond Turtle
Desert Tortoise
Coachella Valley Fringe-Toed Lizard
Flat-Tailed Horned Lizard
Blunt-Nosed Leopard Lizard
Coastal California Gnatcatcher
Southwestern Willow Flycatcher
Least Bell's Vireo
Burrowing Owl
Swainson's Hawk
Mohave Ground Squirrel
San Bernardino Kangaroo Rat
Pacific Pocket Mouse
Aquatic Science and Fisheries Studies
Eelgrass/Caulerpa taxifolia

Analysis, Documentation, and Implementation

Literature Reviews
Vegetation and Wildlife Surveys
Habitat Mapping
Biological Opportunities/Constraints Reports
Wildlife Corridor Movement Analyses
Biological Technical Reports
Habitat Assessments
Benthic Macroinvertebrate (BMI) Bioassessments
Caltrans Natural Environmental Studies
CEQA/NEPA Biological Resources Analyses
Agency Consultation and Regulatory Permitting
NCCP/HCP/MSHCP Compliance
Construction Monitoring
Mitigation Monitoring

BonTerra PSOMAS

Regulatory Services

BonTerra Psomas provides regulatory compliance services to assist landowners and/or project applicants in obtaining the required regulatory permits for project implementation. We have the experience and relationships to guide clients through the technical permitting processes generated by local, State, and federal environmental laws and regulations, which have jurisdiction over riparian features, special status species, and protected habitats. Our staff has extensive experience in providing the technical information necessary to provide accurate, complete, and coordinated permit applications for approval by the regulatory agencies. Our depth of staff allows for a comprehensive evaluation of resources that fosters problem solving and practical solutions to meet project goals and to comply with regulatory processes in a timely and cost-efficient manner.

Resource Agency Permit Processing and Coordination

California Department of Fish and Wildlife
- Section 1602 Streambed Alteration Agreements
- Section 2081.1 Consistency Determinations
- Section 2081(b) Take Authorizations
- CEQA Support

U.S. Fish and Wildlife Service
- Section 7 FESA Consultations/Biological Opinions
- Section 10(a) Habitat Conservation Plans (HCPs)

U.S. Army Corps of Engineers
- Section 404 Nationwide and Individual Permits
- Section 10 Rivers and Harbors Act Permits
- NEPA Support

Regional Water Quality Control Board
- Section 401 Water Quality Certifications
- Report of Waste Discharge Permits
- Construction Storm Water Pollution Prevention Plans

California Coastal Commission
- Coastal Development Permits

Regulatory Documentation

Preliminary Jurisdictional Site Assessments
Jurisdictional Delineation Reports
California Rapid Assessment Method (CRAM) Analyses
Surface Water Ambient Monitoring Program (SWAMP) Assessments
Standard Operating Procedure for Determination of Mitigation Ratios Checklists
Mitigation and Monitoring Plans
Habitat Restoration Plans
Candidate Mitigation Site Evaluations
Best Management Practices

BonTerra PSOMAS

Habitat Restoration Services

BonTerra Psomas provides habitat restoration services that include restoration planning and natural resources management. Our Habitat Restoration staff members have the necessary technical expertise and project experience to provide a variety of planning and management tasks for riparian and upland habitat types found throughout Southern and Central California. These tasks include habitat restoration design and planning, mitigation planning, restoration monitoring services, native plant recommendations, and resources management planning and implementation. BonTerra Psomas' Restoration Ecologists, Botanists, Wildlife Biologists, Regulatory Specialists, Certified Arborists, and California Rapid Assessment Method Practitioners work collaboratively with clients, resource agency staff, project engineers, landscape architects, and contractors to design and implement restoration and enhancement programs. These programs result in successful habitat establishment and compliance with resource agency requirements.

Resource Management Planning and Implementation

Habitat Creation, Restoration, and Enhancement Planning and Design
Invasive Plant Species Management Programs
Resource Management Plans
Mitigation Planning and Documentation
Resource Agency Coordination and Compliance
Conceptual and Construction-Level Restoration/Enhancement Planning
Habitat Installation and Long-Term Performance Monitoring
Plant Palette Design (Native, Drought-Tolerant, and Low-Fuel Volume)
Educational and Interpretive Programs and Brochures

California Native Habitats

Riparian Woodland/Wetlands
Coastal Sage Scrub
Coast Live Oak Woodland
Walnut Woodland
Chaparral
Native Grassland
Alluvial Scrub
Desert Habitat

BonTerra PSOMAS

Cultural Resources

BonTerra Psomas offers Cultural Resources Management services, including cultural and paleontological resources field surveys and assessments; property assessments; test and data recovery excavations; fossil salvage; and construction monitoring to comply with mitigation requirements. Services in the related disciplines of architectural history (e.g., buildings, bridges) and paleontology (fossil resources) are available in house and through highly qualified associates. BonTerra Psomas' Cultural Resources Management services and products are designed to meet the requirements of CEQA; NEPA; Section 106 of the National Historic Preservation Act (NHPA); and the standard guidelines for the Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources developed by the Society of Vertebrate Paleontology (SVP). These services are managed by a Registered Professional Archaeologist (RPA) who is qualified under federal standards set by the U.S. Secretary of the Interior for professional archaeological investigations; who is permitted to work on Bureau of Land Management lands; and who is certified by the Counties of Orange and Riverside as well as several Southern California cities.

Cultural Resources Services

Phase I Records Search and Survey Reports
Phase II Resource Evaluation Reports
Phase III Data Recovery Mitigation Reports
Phase IV Monitoring Mitigation Reports
Paleontological Assessments
State Department of Parks and Recreation (DPR) 523 Resource Record Forms
Constraints and Feasibility Analyses
Caltrans Historic Property Survey Reports (HPSRs) and all associated reports
Native American Scoping and Consultation
Construction Monitoring
Fossil Salvage

BonTerra PSOMAS

Air Quality, Greenhouse Gas Emissions, and Noise Services

BonTerra Psomas provides air quality, greenhouse gas (GHG) emissions, and noise and vibration technical analyses for projects of all sizes and types. BonTerra Psomas' goal is to assist our clients in designing projects that result in minimal air quality, GHG, and noise impacts; meet regulatory and lead agency requirements; and minimize project costs. BonTerra Psomas maintains the most recent versions of air quality and noise computer models required to meet CEQA, NEPA, Federal Highway Administration (FHWA)/California Department of Transportation (Caltrans), and local agency requirements. This capability enables our staff to provide short-term construction and long-term operational assessments. BonTerra Psomas also has the equipment and trained staff to complete noise analyses and noise monitoring for compliance with applicable requirements. As air quality, GHG emissions, and noise and vibration impacts are analyzed, BonTerra Psomas staff members work closely with clients to develop impact-reducing measures that can enhance project value.

Air Quality and Greenhouse Gas Emissions Services

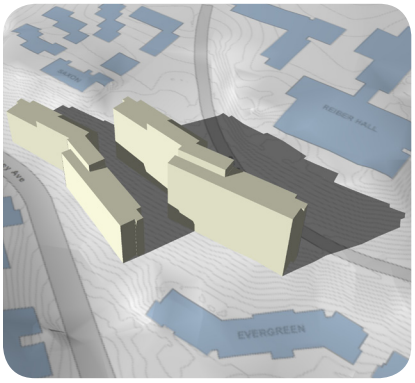
CEQA/NEPA Air Quality Analyses
CEQA/NEPA GHG Analyses
Air Quality Technical Reports
Air Quality Dispersion Modeling (CALINE, ISCST3, AERMOD)
Air Quality Emissions Calculations (CalEEMod, EMFAC, OFFROAD, AP-42)
Health Risk Analyses
GHG Technical Reports
GHG Emissions Calculations

Noise and Vibration Services

CEQA/NEPA Noise-Vibration Analyses
FHWA/Caltrans Noise Analyses
Noise and Vibration Technical Reports
General Plan Noise Elements
Noise Ordinance Assessments
Ambient and Construction Noise Monitoring
Traffic, Rail, and Stationary Source Noise and Vibration Modeling

BonTerra PSOMAS

Geographic Information Systems and Graphic Design



BonTerra Psomas' Geographic Information Systems (GIS)/Graphic Design team uses the latest GIS technology for planning, natural resources management, and impact assessments. Services provided include database design, development, spatial analyses, three-dimensional (3D) modeling with shade analysis, and high quality graphics to meet client and project needs. BonTerra Psomas implements its GIS capabilities through field personnel who are trained and equipped with Global Positioning System (GPS) devices to collect real-time, differentially corrected spatial information for project sites.

BonTerra Psomas also maintains a wide array of commercial and public datasets such as color digital aerial imagery, critical habitats, farmland, soils, census, and other planning and natural resource information. Our staff uses the most up-to-date, industry standard software to facilitate information exchange and to ensure compatibility with projects that involve multi-disciplinary design and mapping.

GIS Services

Map Production
Database Design
Data Conversion and Integration
GPS Surveys
Spatial Analyses and Mapping
3D Analyses
Shade and Shadow Modeling
Impact Assessments
View Simulations
Geocoding

Graphic Design Services

Pamphlets
Brochures
Public Communications
Signs and Banners
Presentation Materials
Web Graphics

BonTerra PSOMAS

BonTerra PSOMAS

Representative Clients

Cities
Anaheim
Apple Valley
Arcadia
Azusa
Bakersfield
Brea
Buena Park
Burbank
Chino Hills
Claremont
Corona
Costa Mesa
Dana Point
Diamond Bar
Encinitas
Fullerton
Garden Grove
Glendale
Glendora
Hemet
Huntington Beach
Irvine
La Cañada Flintridge
Laguna Beach
Laguna Niguel
La Habra
La Habra Heights
Lancaster
Lake Elsinore
Lake Forest
Long Beach
Los Angeles
Malibu
Mission Viejo
Moorpark
Murrieta
Newport Beach
Ontario
Orange
Oxnard
Palmdale
Palm Springs
Palos Verdes
Pasadena
Perris
Pico Rivera
Pomona
Rancho Cucamonga
Rancho Palos Verdes
Riverside
San Clemente
San Diego
San Dimas
San Juan Capistrano
San Marcos
Santa Ana
Santa Clarita
Seal Beach
Sierra Madre
Signal Hill
Simi Valley
Stanton
Temecula
Torrance
Tustin
Vista
Walnut
West Covina
Yorba Linda

Counties
Imperial
Kern
Los Angeles
Orange
Riverside
San Bernardino
San Diego
Ventura

Regional Agencies/ Joint Powers Authorities
Puente Hills Landfill Native Habitat Preservation Authority
Rivers and Mountains Conservancy
Watershed Conservation Authority

Transportation
Caltrans
- District 6
- District 7
- District 8
- District 12

John Wayne Airport
Long Beach Airport
Orange County Transportation Authority
Transportation Corridor Agencies

Utilities and Public Services
Los Angeles County Sanitation Districts
Orange County Sanitation Districts
Southern California Edison

Water
Castaic Lake Water Agency
Cucamonga County Water District
Irvine Ranch Water District
Joshua Basin Water District
Las Flores Water Company
Newhall County Water District
Metropolitan Water District of Southern California
Orange County Water District
Palmdale Water District
Santa Clarita Water District
Santa Margarita Water District
Yorba Linda Water District

Education
Chapman University
Las Virgenes School District
Los Angeles Community College District
University of California

Representative Clients

Irvine
Los Angeles
Riverside

Private Sector

AECOM
Allen Matkins Leck Gamble Mallory & Natsis, LLP
B & E Engineering
Best, Best & Krieger
Blue Green
Brookfield Davidson Homes
CDM Smith
Cannon
Carollo Engineers
Centennial Founders, LLC
Centex Homes
CH2M Hill
Civiltec Engineering
C.J. Segerstrom & Sons
Cox Castle & Nicholson, LLP
ENVIRON International
EPT Design
Evans-Collins Community Builders
Excel Legacy
Fieldstone Homes
Galvin Preservation Associates
Geosyntec Consultants
Gibson, Dunn & Crutcher
Harris & Associates
HDR, Inc.
Hoag Hospital
HNTB
Huitt-Zollars, Inc.
ICF
Intravia Rock and Sand, Inc.
Irvine Company
Jacobs Engineering
Jamison Engineering
KB Home Coastal, Inc.
Kimley-Horn & Associates, Inc.
KTGY
Kreuzer Consulting Group
Lennar Partners
Lewis Management Companies
Makar Properties
MBK Senior Living Communities, Ltd.
Moore, Iacofano & Goltsman (MIG)
MJW Investments
Moffatt & Nichol
MWH
Morrison & Foerster
Nossaman, LLP
Olson Company
PACE Engineering
Pardee Homes
Parsons Brinckerhoff
Parsons Transportation Group
Pelican Properties
Power Engineers
Pulte Homes
Rancho Mission Viejo
Rancho Santa Margarita Management Company
RBF Consulting, A Baker Company
Richmond American Homes
RJM Design Group
Saddleback Valley Community Church
San Juan Group
Shapell Industries
Shea Homes
Standard Pacific
Stantec
Sukut Construction
Taisei Construction Corporation
Talega Development Company
Tejon Ranch
Tetra Tech, Inc.
The Koll Company
Urban Pacific
URS Corporation
Vintage Communities
Warmington Homes
Washington Infrastructures
Wenk Associates
Willdan Associates
William Lyon Homes

BonTerra PSOMAS

EXHIBIT “3”

Tri-Party Contract for Consultant Services

Consultant Services Agreement between the Consultant and the City

CONSULTANT SERVICES AGREEMENT

by and between

THE CITY OF WILDOMAR,
a California general law city

and

BONTERRA PSOMAS

AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND BONTERRA PSOMAS

This Agreement for Consultant Services ("Agreement") is entered into as of this _____ day of _____, 2014 by and between the City of Wildomar, a California general law city ("City") and Bonterra Psomas, a California Corporation, authorized to do business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Wildomar's Municipal Code, City has authority to enter into this Consultant Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the scope of services set forth in Exhibit "A" "Scope of Services" shall be completed pursuant to the proposed schedule specified in said "Scope of Services". Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services" and made a part of this Agreement.

ADDITIONAL SERVICES.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" "Scope of Services," unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "A" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed $195,020.00 unless additional compensation is approved in writing by the City Council or City Manager.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty days (30) days of receipt of Consultant's correct and undisputed invoice.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud.

Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

CONSULTANT'S BOOKS AND RECORDS.

Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or

termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

STATUS OF CONSULTANT.

Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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 elected or appointed boards, officers, officials, employees or agents of City, 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 Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

PREVAILING WAGE LAWS

It is the understanding of City and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, “construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Consultant shall use E-Verify as the electronic verification system to verify the employment eligibility of all of Consultant’s existing and new employees. E-Verify shall mean the internet based system operated by the Department of Homeland Security which allows an employer to determine the eligibility of an employee to work in the United States by using information reported on an employee’s Employment Eligibility Verification Form (I-9 Form). Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

CONFLICTS OF INTEREST.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with

the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

Consultant shall promptly notify City should Consultant , its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to

review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

INDEMNIFICATION.

Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section. In the event of any claim or demand made against City, its employees, officials or agents, the City may at its sole discretion reserve, retain and/or apply any monies due to Consultant under the Contract, for the purpose of resolving such claims; except that the City may release such funds if Consultant gives City reasonable assurance that City's interests will be protected. City shall, in its sole discretion, determine whether such assurance is reasonable. Claims against City, its employees, officials or agents by any employee of Consultant, its subcontractors, contractors, employees, servants or agents shall not in any way limit Consultant's indemnification obligation as set forth in this Section, including they amount and/or type of damages, compensation, and/or benefits payable by or for Consultant, its subcontractors, contractors, employees,

servants or agents under workers' compensation act, disability benefit acts, and/or other employee benefit acts and/or insurances. Nothing in this Agreement is intended to or shall have the effect of creating any rights in any third party against City, its agents, officials or employees.

Limitation of Indemnification. Notwithstanding any provision of this Section 16 [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide City with copies of required policies upon request.

ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the

services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

TERMINATION OF AGREEMENT.

City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term

and price of this Agreement shall be equitably adjusted for any delays due to such causes.

COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" "Scope of Services," shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Wildomar Attn: Gary Nordquist, City Manager 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595
To Consultant:	Joan Patronite Kelly, AICP, Corporate Director Bonterra-Psomas, Inc. 2 Executive Circle, Suite 175 Irvine, CA 92614

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

WAIVER.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" and “B”, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY OF WILDOMAR

By:_____
Gary Nordquist, City Manager

ATTEST:

_____
Debbie A. Lee
City Clerk

APPROVED AS TO FORM

By:_____
Thomas D. Jex
City Attorney

BONTERRA-PSOMAS, INC.

By: _____
Joan Patronite Kelly, AICP, Corporate Director
Bonterra Psomas

<u>NOTE:</u> CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES/PROPOSAL/COMPENSATION

AMENDMENT

The Scope of Services, including services, work products, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

Revised Proposal for the Spring Meadows Ranch Specific Plan Environmental Impact Report

City of Wildomar

Prepared for

City of Wildomar Planning Department
c/o Matthew Bassi, Planning Director
23873 Clinton Keith Road, Suite #201
Wildomar, California 92595

Prepared by

BonTerra Psomas
2 Executive Circle, Suite 175
Irvine, California 92614
T: (714) 444-9199 F: (714) 444-9599

August 25, 2014

BonTerra PSOMAS

Balancing the Natural and Built Environment

August 25, 2014

Mr. Matthew Bassi
Planning Director
City of Wildomar Planning Department
23873 Clinton Keith Road, Suite #201
Wildomar, California 92595

Subject: Revised Proposal to Prepare an Environmental Impact Report for the Spring Meadows Ranch Specific Plan Project

Dear Mr. Bassi:

Providing environmental services for the City of Wildomar requires a consultant who understands the needs of the City and who is a recognized leader in providing California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation. BonTerra Psomas has the expertise, enthusiasm, and commitment to provide outstanding environmental documentation to the City for the Spring Meadows Ranch Specific Plan Environmental Impact Report (EIR). As a selected firm on the City's On-Call Environmental Consultant list, we look forward to the opportunity to demonstrate that our client-centered services and excellent work products will satisfy the City of Wildomar's expectations.

BonTerra Psomas has an excellent reputation for preparing high-quality and legally defensible documents. Since 1997, BonTerra has successfully assisted public agencies with environmental documentation. On January 1, 2014, BonTerra Consulting merged with Psomas, a full-service engineering, construction management, and land surveying firm. This merger allows us to provide our public- and private-sector clients with a wider breadth and depth of professional consulting services in planning, design, environmental protection, and construction. BonTerra Psomas has completed multiple master plan and specific plan mixed-use and residential EIRs, including The Ranch Plan Program EIR, which was completed for an approximate 22,815-acre property and which included hillside development, several Threatened and Endangered biological resources, and constraints associated with roadways and infrastructure. The Newport Banning Ranch Project EIR was completed for an approximate 401-acre active oilfield property with Threatened and Endangered biological resources, wetlands, and limited vehicular access. The Triangle Specific Plan project's challenges included the provision of off-site traffic and infrastructure improvements, among others. The combination of our technical qualifications, our understanding of opponent strategies associated with legal challenges, and our hands-on experience in the regulations and requirements specific to the area displays our aptitude to work with the City on this Project. BonTerra Psomas is diligent in our commitment to providing work products within schedule constraints, and we are responsive to client directives. Stringent in-house quality-control protocols, consistent and efficient communications with team members, and unwavering commitment to exceptional client-centered services are the cornerstones of our firm's approach to successful project completion.

2 Executive Circle
Suite 175
Irvine, CA 92614

Tel 714.444.9199
Fax 714.444.9599
www.Psomas.com

The BonTerra Psomas Project Team will be led by Ms. Joan Patronite Kelly, AICP, Corporate Director of Environmental Planning and Resource Management at BonTerra Psomas. Ms. Kelly will serve as Principal-in-Charge overseeing quality assurance and quality control over all work products. She has over 25 years of experience in the environmental planning field and has focused on CEQA compliance. She has direct experience in preparing EIRs, especially for land development, mixed use projects and new communitites; she also has experience with transportation and land use development planning (including permit processing). Ms. Kelly will be assisted by Ms. Jennifer Y. Marks serving as the Project Manager, who will be the day-to-day liaison to the City. Ms. Marks has 15 years of experience in environmental documentation and analysis consistent with CEQA and NEPA throughout Southern California. Ms. Marks' career has focused on a wide variety of projects, including mixed-use, residential, and resort developments; specific plan and general plan analyses; and various infrastructure projects. Ms. Kelly and Ms. Marks have worked together as a management team on numerous projects and are both highly proficient in providing comprehensive environmental documents on time and within budget.

Ms. Kelly is authorized to execute the contract for BonTerra Psomas. Ms. Kelly and Ms. Marks are located in our Irvine office. Their contact information, including email addresses, are listed below.

Joan Patronite Kelly, AICP
Corporate Director of Environmental Planning and Resource Management
Irvine: 2 Executive Circle, Suite 175, Irvine, California 92614
Phone: 714.444.9199
Email: Joan.Kelly@psomas.com

Jennifer Y. Marks
Project Manager
Irvine: 2 Executive Circle, Suite 175, Irvine, California 92614
Phone: 714.444.9199
Email: Jennifer.Marks@psomas.com

Please feel free to contact me at 714.444.9199 or by email if you have any questions or would like additional information.

Sincerely,
BonTerra Psomas

Joan Patronite Kelly
Corporate Director of Environmental Planning and Resource Management

Jennifer Y. Marks
Senior Project Manager

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SECTION A

BonTerra Psomas Project Team Organization

BONTERRA PSOMAS FIRM PROFILE

BonTerra Psomas (formerly BonTerra Consulting) is an environmental planning and resource management consulting firm that, for over 18 years, has successfully provided California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation to public- and private-sector clients. In addition to CEQA and NEPA documents, our services include the preparation and the peer review of air quality and health risk, greenhouse gas emissions, and noise and vibration analyses; biological and aquatic resources surveys and assessments; regulatory services and permitting for biological and wetland resources; habitat restoration/mitigation planning and monitoring; cultural resources assessments and monitoring; and Geographic Information Systems (GIS) mapping and spatial analyses. Further information expanding on our services can be founded in our Request of Qualifications request submitted in April 2013 as well as the BonTerra Psomas' Statement of Qualifications found in Attachment B.

In January 2014, BonTerra Consulting merged with Psomas, an engineering consulting firm founded over 65 years ago. Psomas serves public- and private-sector clients in the water, transportation, site development, and energy markets. Additional services available within Psomas that can support the preparation of environmental documents pursuant to CEQA/NEPA include but are not limited to traffic impact assessments, water quality assessments, and water supply assessments. The fact that BonTerra Psomas has these services in-house allows us to be responsive and efficient when replying to client requests.

BonTerra Psomas meets the needs of our clients by providing strategic consulting and technical analyses. Our consulting services consistently provide our clients with timely and technically sound documentation that complies with regulatory and planning agency requirements. We believe in client responsiveness and quality assurance with no surprises.

"BonTerra…completed their work on time and presented a cost effective approach to managing our environmental concerns. Their team was extremely professional at our public hearing meetings and community workshops. BonTerra will continue to be our first call for environmental consulting services."

- Lisa Flores
Planning Services Manager
City of Arcadia

Contact Information

BonTerra Psomas has over 60 staff members to support the City of Wildomar, located in three offices, listed below.

- **Irvine Office**
  2 Executive Circle, Suite 175, Irvine, California 92614
  Phone: 714.444.9199
- **Riverside Office**
  1500 Iowa Avenue, Suite 210, Riverside, California 92507
  Phone: 951.787.8421
- **Pasadena Office**
  225 South Lake Avenue, Suite 1000, Pasadena, California 91101
  Phone: 626.351.2000

Where services cannot be provided by our firm or at the request of a client, BonTerra Psomas works collaboratively with technical consultants on a variety of projects. From this experience, we are cognizant of which firms and individuals consistently produce high quality work products within project schedule constraints and established budgets. ***GMU Geotechnical, Inc.* (*GMU*)** will provide the peer review of the geotechnical report to be provided by the Applicant.

GMU GEOTECHNICAL, INC. FIRM PROFILE

Established in 1968, GMU's staff of highly quailed registered professionals and engineering technicians has experience in all phases of geotechnical engineering and engineering geology. Projects vary in size from master-planned communities to custom single-family residences, high-rise office buildings, water treatment plants, reservoirs, dams, transportation-related projects, bridges, and large hillside developments. GMU has unique technical expertise in Landslide Stabilization; Forensic Engineering; Pavement Engineering; Blasting and Vibration Analysis and Monitoring; Earthquake Engineering and Numerical Modeling; and Shoring and Wall Design (both geotechnical and structural design). GMU has an on-campus geotechnical laboratory, which performs a full range of geotechnical lab tests. The firm also performs Deputy Special Inspections for a wide range of projects as well as material testing.

Contact Information

GMU Geotechnical, Inc.'s corporate office with staff members assigned to work on this Project is located in Rancho Santa Margarita.

Rancho Santa Margarita
23241 Arroyo Vista, Rancho Santa Margarita, California 92688
Phone: 949.888.6513

PROJECT TEAM STAFF MEMBERS

The following key BonTerra Psomas Project Team members for the Spring Meadows Ranch Specific Plan Environmental Impact Report (EIR) are listed below:

- Joan Patronite Kelly, AICP, Principal-in-Charge
- Jennifer Y. Marks, Project Manager, Environmental Planning
- Jillian K. Neary, Environmental Analyst
- Megan Larum, Environmental Analyst
- James P. Kurtz, Air Quality, GHG, and Noise Manager
- Victor M. Ortiz, Air Quality, GHG, and Noise Specialist
- Patrick O. Maxon, MA, RPA, Cultural Resources Manager
- Stacie A. Tennant, Project Manager, Biological Services
- Michael Daly, PE, ENV SP, Project Manager, Water Resources
- Bruce Kirby, PE, QSD/QSP, Project Manager, Water Quality Design Services
- Alejandro Angel, PhD, PE, PTOE, ENV SP, Traffic Engineer
- Aron Taylor, M.S., P.G., C.E.G., GMU Geotechnical, Inc., Principal Engineering Geologist

SECTION B

BonTerra Psomas Project Team Qualifications

"The BonTerra team has proven diligent in meeting the environmental and regulatory requirements of OC Public Works projects on many occasions.

The County of Orange looks forward to its continued teamwork with BonTerra and would highly recommend them as an outstanding firm to provide environmental and regulatory expertise."

- Kasey Nielsen, P.E.
Project Manager
OC Public Works

Project Management Team and Key Staff

Much of the responsibility for the success of the CEQA process depends on the Project Manager's ability to successfully coordinate the various parts and players associated with the Project and the environmental document into a unified presentation. In order to meet the needs and expectations of the City of Wildomar, BonTerra Psomas has assembled a highly qualified Project Team that can provide environmental documentation, including peer review, that is in compliance with CEQA and recent case law, and will be prepared to the satisfaction of the City's planning staff and legal counsel. This can best be met through the leadership of Joan Patronite Kelly, AICP, as Principal-in-Charge and Jennifer Y. Marks as Project Manager, Environmental Services. Ms. Privitt and Ms. Marks will be supported by key BonTerra Psomas and Psomas staff members to provide peer review and preparation of CEQA analysis.

Joan Patronite Kelly, AICP

Principal-in-Charge

Joan Patronite Kelly, AICP is an Urban and Environmental Planner with a geographically diverse background and more than 25 years of experience. Ms. Kelly specializes in National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance, and has direct experience in the preparation of Environmental Impact Statements (EISs); Environmental Impact Reports (EIRs); Environmental Assessments (EAs); land use studies; socioeconomic analyses; and transportation and land use development planning (including permit processing). She also has experience with multi-disciplinary, complex, and controversial projects such as the Centennial Specific Plan and Phase One Implementation EIR; the Aviation Station Transit-Oriented Development; the City of Wildomar, the Jurupa Valley, the City of Eastvale, and the Menifee Valley Incorporation Projects Initial Studies/Mitigated Negative Declarations (IS/MNDs); and the EIRs for the *Disneyland Resort Specific Plan*, the *Anaheim Resort Specific Plan*, and Anaheim GardenWalk (formerly Pointe Anaheim).

Jennifer Y. Marks

Project Manager, Environmental Planning

Jennifer Y. Marks, will assist Ms. Privitt by providing coordination internal to BonTerra Psomas Project Team, including the GMU Geotechnical, as well as providing additional contact and coordination with the City; managing the preparation of the EIR; and preparing sections of the EIR. With 15 years of experience in environmental planning throughout Southern California, the City can be confident that Ms. Marks will provide with a technically sound document. Ms. Marks' career has focused on a wide variety of projects, including specific plan

and general plan analyses; mixed-use, residential, office, and resort developments; transportation infrastructure; and various utility infrastructure projects. She has prepared impact analyses for many environmental resource issue areas including land use, biology, water resources, air quality, noise, traffic, aesthetic resources, geology, historic and cultural resources, and hazards and hazardous materials. Her CEQA experience includes the Triangle Specific Plan Project EIR; Empire Lakes Specific Plan EIR; the Newport Banning Ranch Program EIR; and the Rancho Cucamonga Industrial Area Specific Plan 18.

Jillian K. Neary

Environmental Analyst

Jillian K. Neary will assist Ms. Privitt by providing research of technical issue analyses and provide document section preparations. Ms. Neary has over 15 years of experience in environmental analysis and land use investigation, including 11 years in the preparation of environmental compliance documents pursuant to CEQA, NEPA, and associated State and federal regulations for both private- and public-sector clients throughout Southern California. Additionally, Ms. Neary has performed subsurface investigations and underground storage tank removals and has prepared Phase I and Phase II Environmental Site Assessments for over 40 sites in central Indiana. She has evaluated the potential for environmental impacts on all CEQA topics, providing particular expertise in geology and soils, natural resources, and hazardous materials. Ms. Neary's experiences includes the West Desert Hot Springs Master Drainage Plan Program EIR and the Northlake Specific Plan EIR.

Megan Larum

Environmental Analyst

Megan Larum will assist Ms. Privitt by providing research of technical issue analyses and provide document section preparations. Ms. Larum has eight years of experience in environmental documentation and analysis consistent with CEQA and NEPA. Ms. Larum has strong academic training in environmental planning, with an emphasis in energy policy. She has experience with GIS and has participated in permit preparation and mitigation monitoring activities. In addition, she has experience in cultural resources management and has participated in Native American Heritage Commission (NAHC) requests and Phase I Cultural Resources Assessments. Ms. Larum's experience includes the Triangle Specific Plan EIR and the Pelican Industrial Project EIR.

Stacie A. Tennant

Project Manager, Biological Resources

Stacie A. Tennant, Project Manager, Biological Resources, will provide a Biological Resources technical peer review and oversee the preparation of the EIR section. With 18 years of experience, Ms. Tennant has conducted peer reviews and conducted biological analyses for numerous projects in Riverside County and is therefore well versed on the requirements of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) with respect to Habitat Assessments and Determination of Biologically Equivalent or Superior Preservation Reports. She has conducted sensitive species surveys and focused

surveys for the coastal California gnatcatcher, least Bell's vireo, burrowing owl, special status invertebrates, and desert tortoise. She has also conducted reconnaissance surveys and habitat evaluations for Endangered, Threatened, and sensitive floral and faunal species; identified and classified plants and plant communities; processed resource agency permits; and managed projects. She has managed and/or authored the biological resources sections of numerous EIRs, Biological Technical Reports; Biological Assessments (pursuant to Section 7 consultations with the U.S. Fish and Wildlife Service); focused surveys for sensitive species; tree reports; resource management plans; mitigation monitoring reports; and general biological assessments and constraints analyses. She is well-versed with the natural resources regulations of the Federal Endangered Species Act, the California Endangered Species Act, CEQA, the CWA, the Migratory Bird Treaty Act, the *California Fish and Game Code*, and other regional and local biological statutes.

James P. Kurtz

Air Quality, GHG, and Noise Manger

James P. Kurtz, Air Quality, GHG, and Noise Manager, will provide peer review of the Air Quality, GHG, and Noise technical studies provided by the Applicant and oversee the preparation of the respective EIR sections. As an Engineer with 44 years of technical and project management experience, Mr. Kurtz has prepared air quality analyses since 1974, acoustic analyses since 1989, and climate change/greenhouse gas (GHG) analyses since 2007 for general plans and specific plans; residential, commercial, industrial and infrastructure projects; interstate highways and major roadways; educational and institutional developments; commuter rail lines; and major utility installations. Most of these studies were for federal, State, and local environmental documents according to CEQA and NEPA requirements. Project end users have included cities and counties, private developers, water districts, educational institutions, transportation agencies, and utility companies. His experience working on specific plans and large-scale developments include the Rancho Cucamonga 2010 General Plan Update EIR and Technical Reviews; Triangle Mixed-Use Specific Plan Project; the Triangle Specific Plan EIR; the Newport Banning Ranch Project.

Victor M. Ortiz

Air Quality, GHG, and Noise Specialist

Victor M. Ortiz, will assist Mr. Kurtz by preparing EIR sections for Air Quality, GHG, and Noise analysis. With eight years of experience in environmental documentation and analysis consistent with CEQA and NEPA, Mr. Ortiz has prepared numerous air quality impact assessments that documented air pollutant emissions and concentrations related to various public infrastructure and private development projects. He has a thorough understanding of the National and State Ambient Air Quality Standards, as well as the rules and regulations adopted by many local air districts. His expertise includes field noise monitoring and construction and operational air quality impact analyses. Mr. Ortiz has a thorough understanding of computer modeling software, including the California Line Source Dispersion Model (CALINE-4) developed by Caltrans; the mobile source emissions inventory models EMFAC2011 and OFFROAD2011 developed by the California Air Resources Board; the

California Emissions Estimator Model (CalEEMod) developed for the SCAQMD by Environ; and AERMOD developed by Lakes Environmental. His project experience includes the Triangle Mixed-Use Specific Plan Project and the Pelican Industrial Project.

Patrick O. Maxon, M.A., RPA

Cultural Resources Manager

Patrick O. Maxon M.A., RPA, Cultural Resources Manager, will provide Cultural Resources technical peer review and oversee the preparation of the EIR section. Mr. Maxon is a Registered Professional Archaeologist who meets the Secretary of Interior's standards for historic preservation programs for archaeology. Mr. Maxon has 20 years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, ethnography, and tribal consultation. He has expertise in compliance with the NEPA, the CEQA, the National Historic Preservation Act, the Archaeological Resources Protection Act, and the Clean Water Act (CWA), among others. Mr. Maxon has completed hundreds of cultural resources projects that have involved the full range of cultural resources. Mr. Maxon's experience includes the Summerly Development Project; the Alberhill Ranch Specific Plan; the Baker Ranch Development Project Archaeological Investigations; the Joshua Basin Water District Groundwater Recharge Basin and Pipeline Project; and the Murrieta Creek Bridge and Overland Drive Extension Project.

Michael Daly, PE, ENV SP

Project Manager, Water Resources

Michael Daly, PE, ENV SP, Project Manager, Water Resources will provide peer review of the Hydrology and Hydraulic Technical Report and the Water Supply Assessment. With 22 years of experience in the field of water resource design, Mr. Daly manages the Psomas utility design and hydrology/hydraulics team, which completes a variety of project types including sanitary sewer and storm drain planning and design; potable water system planning and design; utility coordination modifications; watershed floodplain studies; and flood control mitigation studies and design. Mr. Daly oversees and is responsible for the technical accuracy of all projects for his team. His project experience includes the North Spring Street Bridge Project and the Antelope Valley Solar Facility Watershed Study.

Bruce Kirby, PE, QSD/QSP

Project Manager, Water Quality Design Services

Bruce Kirby, PE, QSD/QSP, Project Manager, Water Quality Design Services, will provide a peer review for the WQMP. He is a professional engineer with experience in land development engineering that has directed the design of several residential, institutional, retail, commercial, industrial, and recreational projects throughout Southern California. These projects have included providing such services as preliminary engineering and backbone engineering design for the grading, roadway, storm drain, sewer and water infrastructure required for several large master-planned community projects and was involved in the development of over 4,000 acres within Rancho Santa Margarita. Other projects include the New Model Colony Backbone Infrastructure

Facilities; the Eastern Portion Project; and the Ridgestone Apartments in Lake Elsinore.

Alejandro Angel, PhD, PE, PTOE, ENV SP

Traffic Engineer

Alejandro Angel, PhD, PE, PTOE, ENV SP, Traffic Engineer, will provide peer review of Traffic Impact Analysis Technical Report. Dr. Angel's experience includes numerous traffic engineering studies for public and private projects; safety evaluations; the development of engineering standards and policies; and the planning and design of roadway and highway projects, roundabouts, traffic signal systems, and Intelligent Transportation Systems. Dr. Angel and his team have completed projects in California, Arizona, Utah, and Washington. He has also served as a Transportation Engineering adjunct faculty member at the University of Arizona and received the 2009 Young Professional Achievement Award from the ITE Western District, which includes approximately 5,000 transportation engineering professionals in 13 western States. Mr. Angel's experience includes the Dana Point Town Center Revitalization Project; the Anaheim Street Rehabilitation and Reconstruction Project; and the Hawthorne Boulevard Rehabilitation Project.

Aron R. Taylor, M.Sc., P.G., C.E.G.

Principal Engineering Geologist

Aron R. Taylor, M.Sc., P.G., C.E.G., Principal Engineering Geologist, has over 13 years of experience on a wide variety of geotechnical projects. His experience includes work with a number of residential and master-planned community developers, commercial developers, public agencies, and water districts. He has worked successfully as the Project Manager and Engineering Geologist for a wide variety of projects. His specific engineering geological experience includes large-scale grading jobs, geologic mapping, subsurface exploration, foundation investigations, landslide evaluations, liquefaction studies, groundwater investigations, seismic hazard analyses, seismic refraction and rippability studies, fault investigations, and debris flow analyses. Mr. Taylor's relevant experience for this Project includes The Ranch Plan Project; the Newport Banning Ranch Project; the Westar Goleta Mixed-Use Project; the Esencia Project; and the Sendero Project. In addition, he has completed Rippability Studies for Pulte Homes in Murrieta and for the Alessandro Rippability Study in Riverside.

Project Team Staff Availability

We understand that the City is receiving and processing substantial development proposals. Our role is to serve as extension of your staff to offset some of the demands placed on your limited planning staff associated with multiple projects occurring simultaneously with aggressive project deadlines. The personnel assigned to the Project have worked closely with a variety of cities and counties in Southern California throughout their careers and have an intricate understanding of the processing and staff requirements. For many of these clients, we work on concurrent assignments for multiple projects. The majority of the work that has been performed by the Project Team members has included "as-needed" work assignments, which, by their nature, involve

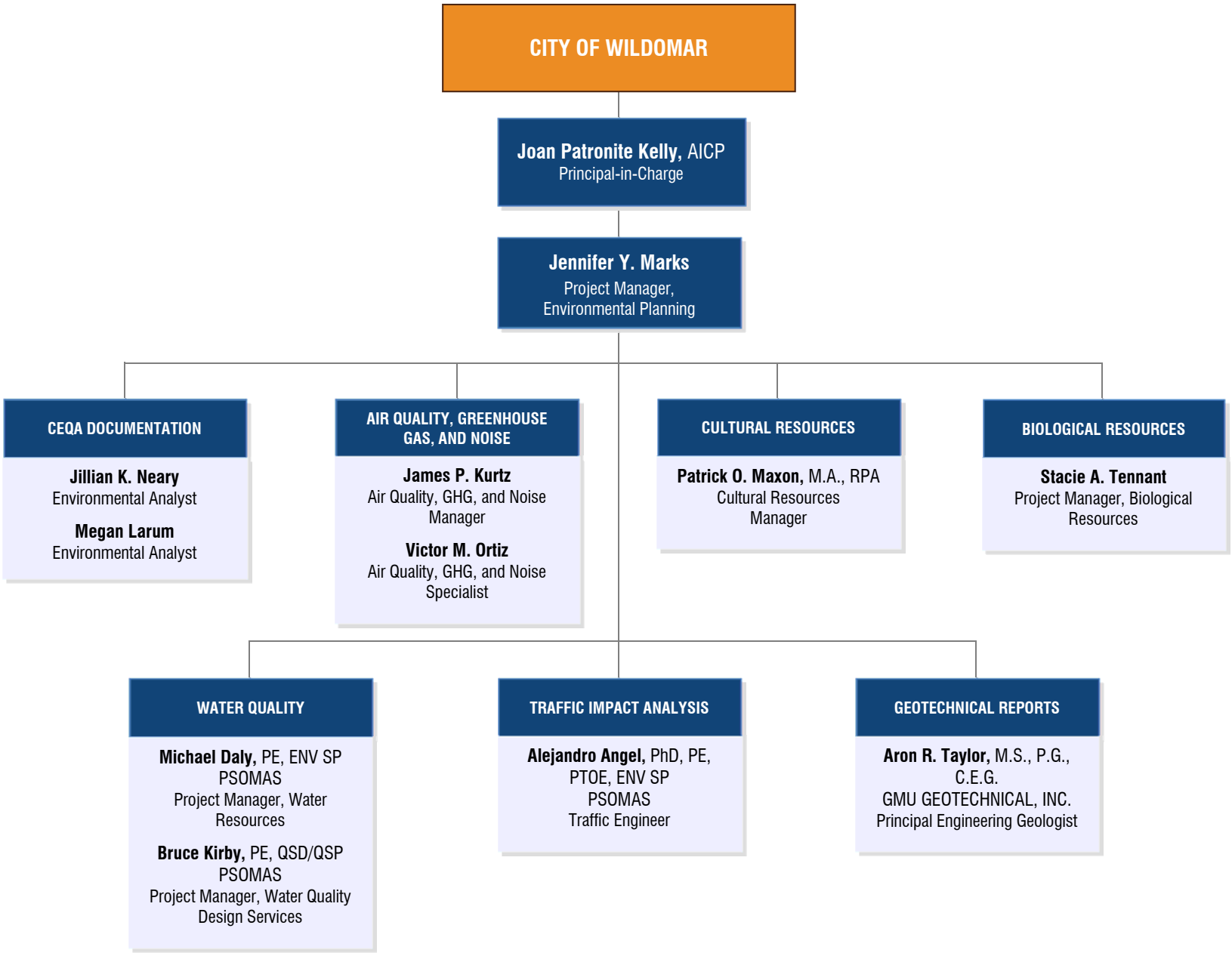
"The staff at BonTerra exhibits a high-caliber work ethic, strong project management skills, and a vast array of environmental experience. BonTerra's standards of excellence and quality analysis are very high. BonTerra staff consistently excel at any given task, and more importantly, critically evaluate work requests in a manner that far exceed expectations. The staff exhibit the greatest work ethic, exemplary time management skills, and competency at any given task. They have been reliable and easy to work with, in an environmental that demands the greatest work ethic, technical competency, and initiative."

-Claire L. Flynn, AICP
Assistant Development Services Director
City of Costa Mesa

short, advance notice periods and sometimes very short delivery schedules. With over 60 professional staff members along with in-house Psomas key personnel expertise, the Project Team is consistently able to meet demanding schedules on concurrent assignments.

Generally, we expect that our team will have about 30 to 60 percent availability. While each of the key staff members has other project responsibilities, we work hard to ensure that our client's project schedules are met. Therefore, each team member will have adequate availability to meet this project's requirements. We are careful not to commit 100 percent of any staff member's time, thereby assuring availability of qualified staff. Availability, roles for the Project, and brief qualifications for staff members proposed for the Project are listed below. Full resumes highlighting their experience for the Project are available in Attachment A.

ORGANIZATIONAL CHART



Key Project Team

Key Staff	Role and Responsibilities	Availability for the Project
Joan Patronite Kelly, AICP BonTerra Psomas	Principal-in-Charge • Developing strategies and problem-solving approaches for issues. • Providing QA/QC by reviewing documents for analytic approach and legal defensibility.	50%
Jennifer Y. Marks BonTerra Psomas	Project Manager, Environmental Planning • Working as day-to-day contact to the City. • Providing internal coordination to the Project Team including Subconsultant and support coordination with the City. • Managing the preparation of the EIR as well as preparing environmental issue analyses. • Attend and facilitate public meetings and make presentations as-needed	70%
Jillian K. Neary BonTerra Psomas	Environmental Analyst • Research technical issue analyst • Provide document section preparations	60%
Megan Larum BonTerra Psomas	Environmental Analyst • Research technical issue analyst • Provide document section preparations	60%
Stacie A. Tennant BonTerra Psomas	Project Manager, Biological Resources • Peer Review of Biological analyses. • Oversee preparation of the Biological Resources EIR section.	35%
James P. Kurtz BonTerra Psomas	Air Quality, GHG, and Noise Manager • Peer review for Air Quality, GHG, and Noise analyses. • Oversee preparation of the Air Quality, GHG, and Noise EIR Sections.	35%
Victor M. Ortiz	Air Quality, GHG, and Noise Specialist • Prepare EIR sections for Air Quality, GHG, and Noise analysis	35%
Patrick O. Maxon, M.A., RPA BonTerra Psomas	Cultural Resources Manager • Peer Review of Cultural Analyses. • Oversee preparation of the Cultural Resources EIR section.	35%
Michael Daly, PE, ENV SP Psomas	Project Manager, Water Resources • Peer Review of Hydrology and Hydraulic Technical Report and the Water Supply Assessment.	30%
Bruce Kirby, PE, QSD/QSP Psomas	Project Manager, Water Quality Design Services • Peer Review of the WQMP.	30%
Alejandro Angel, PhD, PE, PTOE, ENV SP Psomas	Traffic Engineer • Peer Review of Traffic Impact Analysis Technical Report.	30%
Aron R. Taylor, M.Sc., P.G., C.E.G. GMU Geotechnical, Inc.	Principal Engineering Geologist • Peer Review of Geotechnical Reports.	30%

"I have to commend your staff for the exceptional work that has been done in editing this document. I've not seen a DEIR as clean as this one before…it is obvious that you and your staff have an exceptional grasp of our project and what is being proposed."

- Scott Wolfe
Planning Director
City of Westlake Village

BonTerra Psomas Project Experience

Providing thorough and legally defensible environmental documentation for development and infrastructure projects for public and private sector clients is BonTerra Psomas' primary service and the cornerstone of our Environmental Services expertise. BonTerra Psomas has extensive project experience that will be drawn upon when preparing the EIR for the Spring Meadows Ranch Specific Plan. Projects were chosen to demonstrate our abilities to successfully navigate the CEQA process in various jurisdictions and in areas with differing circumstances and political influences. Each of these projects highlights different aspects of our experience, which would be applied to the Spring Meadows Ranch Specific Plan EIR.

City of Wildomar Incorporation Initial Study/Negative Declaration, Riverside County. BonTerra prepared an Initial Study (IS) leading to a Negative Declaration that was approved by the Local Agency Formation Commission (LAFCO) to move to the Community of Wildomar for a vote on whether it should become a general law city. Approval meant that municipal decisions would pass from the County of Riverside to the newly formed City. BonTerra concluded that incorporation did not have any identifiable financial impacts upon residents or businesses, nor would it increase taxes. Additionally, properties, utilities, transient occupancy taxes, other taxes, assessments, fees, and currently levied parcel charges would remain the same. All or a portion of the revenue from these taxes and parcel charges would transfer to the new City, which would then become responsible for providing services supported by these revenues. Once the LAFCO approved the project and the incorporation took place, a number of public services would increase if revenues allowed. The residents of the new City of Wildomar would design these services, which could include parks, youth programs, senior programs, beautification projects, extra policing, or partnerships with other agencies. The City of Wildomar incorporated on February 2008.

Newport Banning Ranch Environmental Impact Report, Newport Beach. BonTerra prepared the EIR and several of the technical studies for this highly controversial master plan project. The project site is an active oilfield with surface and subsurface oil production facilities located throughout the entire 401.1-acre site. The project would allow for the development of up to 1,375 residential dwelling units; 75,000 square feet (sf) of commercial uses; and a 75-room resort hotel on approximately 97 acres of the 401-acre site. Public park facilities would be provided on approximately 51 acres. Roadways would be extended through the site to provide new north-south and east-west roadway connections. The project includes the abandonment and reabandonment of oil production facilities; site remediation; consolidation of existing surface oil production facilities; land use development on approximately 149 acres; and preservation of approximately 252.3 acres as open space uses. The open space would include approximately 16.5 acres of consolidation sites for oil production facilities to be remediated and restored for open space use when oil production activities cease in the future. The EIR comprehensively addresses all topical issues with the exception of agricultural resources. Project approvals from the City of Newport Beach included certification of the Final EIR and approval of the project as proposed by the applicant, as well as approval of a General

Plan Circulation Element Amendment, zone change, Planned Community Development Plan, Development Agreement, and Tract Map. The City Council approved the project and certified the Final EIR in July 2012. The project and Final EIR were litigated. In November 2013, the Superior Court of California upheld the adequacy of the Final EIR.

The Triangle Specific Plan Environmental Impact Report, Murrieta. BonTerra prepared an EIR for a mixed-use development project in Murrieta. The project site is bordered by Murrieta Hot Springs Road to the north, Interstate (I) 15 on the west, and I-215 on the east. The proposed project involves approximately 1,334,000 sf of development on approximately 61.8 acres, which would consist of "Class A" office space; potential residential uses; and commercial services such as restaurants, entertainment, parking, junior- and medium-sized anchor retail stores, a department store, and a hotel and conference facility. Key environmental issues addressed in the EIR include traffic/circulation, land use, noise, and air quality.

Pelican Industrial Project Environmental Impact Report, Perris. BonTerra prepared an EIR for the project that tiered from the Perris Valley Commerce Center (PVCC) Specific Plan EIR. Areas of special consideration in the EIR include air quality/health risk, noise, and traffic. Of these, BonTerra prepared the supporting air quality analysis (including dispersion modeling to determine pollutant exposure of adjacent receptors), noise analysis, and GHG emissions analysis. The Pelican Industrial Project involves the construction and operation of up to 600,000 gross square feet (gsf) of light industrial warehouse uses on approximately 37.5 acres (including on-site and off-site areas) located within the PVCC Specific Plan area in the City of Perris. Two 44-foot-high industrial buildings are proposed. Building 1 would be approximately 480,000 gsf and would accommodate high-cube warehouse/distribution uses. Building 2 would be approximately 120,000 gsf and would accommodate light industrial uses. The proposed project has been designed in compliance with the Standards and Guidelines outlined in the PVCC Specific Plan. Redlands Avenue would be constructed at its half width adjacent to the project site; Markham Street would be constructed between Redlands Avenue and Perris Boulevard (full width adjacent to the project site and half width from the project site to Perris Boulevard); and Nance Street would be constructed at its full width adjacent to the project site. The proposed project would also include the installation of utility infrastructure systems necessary to serve the proposed project. The project was approved and the Final EIR certified by the City of Perris in November 2013.

The Ranch Plan Program Environmental Impact Report 589 and Subsequent Environmental Documentation, Orange County. The project allows for the development of 14,000 residential dwelling units, which includes 6,000 senior housing units; 3.5 million sf of urban activity uses; 0.5 million sf of neighborhood center uses; and 1.2 million sf of business center uses on the 22,815-acre project site. Approximately 15,121 acres of the site would be retained in open space. The project required the County of Orange's approval on amendments to the County General Plan and zone changes. Issues addressed in the Program EIR include land use compatibility, transportation, aesthetics and landform

"BonTerra met all deadlines for this [The Ranch Plan] Program EIR, which had a very aggressive schedule. BonTerra's hard work, perseverance, and unfailing enthusiasm in the face of many obstacles helped to create a large, complicated document in a very short period of time."

- Laura Coley Eisenberg
Vice President, Open Scape and Resource Management
Ranch Mission Viejo

alteration, biological resources, and water resource management and water quality. The Orange County Board of Supervisors approved the project and certified the Final Program EIR. BonTerra continues to provide construction-level CEQA documentation for project implementation. This documentation includes the preparation of an Addendum to Final EIR 589 for Planning Area 1 and an Addendum for Planning 2 and the preparation of supporting environmental documentation regarding the widening of Ortega Highway for the California Department of Transportation (Caltrans).

North Fullerton Mixed-Use Village Specific Plan Environmental Impact Report, Fullerton. BonTerra is preparing the EIR pursuant CEQA and the Fullerton CEQA Guidance Document approach to analysis; the Guidance Document was also prepared by BonTerra in coordination with the City. The project would allow for the reuse of the approximate 44-acre site with residential, commercial/industrial, park, and circulation uses. The project is proposed to include approximately 720 residential units including apartments, townhomes, and single-family detached dwelling units; approximately 10 acres of commercial/industrial uses; and 4 acres of parks/circulation. The project requires a General Plan Amendment and zone change from "Industrial" to "Specific Plan". However, the project site is within the North Industrial Focus Area of the City's General Plan (The Fullerton Plan) and is consistent with the growth anticipated for this area. The project EIR will be tiered from The Fullerton Plan EIR. Key environmental issues to be addressed in the EIR include Air Quality; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use; Noise; Traffic/Transportation; and Utilities and Service Systems.

Rancho Cucamonga Industrial Area Specific Plan 18 Amendments and Addendums to Prior Environmental Impact Report, Rancho Cucamonga. BonTerra prepared two amendments to the Rancho Cucamonga Industrial Area Specific Plan 18 and an Addendum to a Prior EIR. On sites designated for office uses within the Specific Plan area, one applicant proposed an apartment project and one applicant proposed a horizontally mixed-use development with apartments and neighborhood retail uses. An Addendum to the previous EIR was prepared for the project. The environmental documentation focused on land use compatibility, traffic, and changes in service and utility requirements. The Specific Plan was rewritten and updated to reflect changes in site development conditions and allowable land uses within the Specific Plan area.

Pacific Gateway Residences Addendum to a Prior Environmental Impact Report, Costa Mesa. BonTerra prepared an Addendum to the Plaza Residences Final EIR to address modifications to the previously approved project. The project proposes construction of 113 for-lease residential units on a 2.46 acre area, thereby completing the final phase of development on the 1901 Newport Boulevard site. The Addendum evaluated changes in impacts from the original project, which evaluated development 145 condominium units to the current proposal of 113 for-lease units. As part of the modified project, the site plan for the 2.46-acre area was revised to eliminate a two-level subterranean parking structure and instead construct of a five-level parking structure. BonTerra

prepared new air quality; shade and shadow analysis; and noise analyses and coordinated with public service providers and utility agencies.

Plaza Residences Environmental Impact Report, Costa Mesa. BonTerra prepared the Plaza Residences EIR for this highly controversial in-fill development project. The EIR assessed the potential impacts that could result from the adoption and implementation of a General Plan amendment, a zoning code amendment, and related approvals. The EIR focused on land use compatibility, aesthetics, and transportation and parking. The project proposed the development of high-density residential condominiums while retaining the existing 1901 Newport Plaza building on the northern 3.61 acres of a 7.79-acre site. The project would allow 161 residential condominiums in 4 separate 4-story buildings with associated recreational amenities; would provide subterranean parking for residents; and would construct a 5-level parking structure to serve both the 1901 Newport Plaza building and the development's residents and guests.

Jefferson Commons Specific Plan Environmental Impact Report, Fullerton. BonTerra prepared an EIR for the Jefferson Commons Specific Plan project, an approximate 6.8-acre project located in the northeastern portion of the City of Fullerton. Project implementation required the demolition of on-site apartments and offices to construct 375 student-oriented housing units; a 7-level parking structure; 12,000 sf of leasing offices; and 30,000 sf of retail uses. The site is near five universities, including the California State University, Fullerton. Issues addressed in the EIR include intensification of development; aesthetic compatibility; traffic, parking, and circulation; demolition impacts; and hazardous materials. The project required a General Plan amendment and zoning reclassification.

Fullerton Transportation Center Specific Plan Environmental Impact Report. BonTerra prepared the EIR for the Fullerton Transportation Center (FTC) Specific Plan Project. The FTC Specific Plan proposes redevelopment of approximately 39 acres of land within and adjacent to the City of Fullerton's Central Business District to create a sustainable, compact, urban neighborhood within walking distance of the Fullerton Train Depot and downtown Fullerton. Land uses were proposed consistent with that required for a successful transit-oriented development. The project site contains privately and publicly owned parcels developed with commercial, industrial, transportation (including the Fullerton Train Station), public parking, religious, and residential uses. The project involves the redevelopment of the project area with mixed uses including a maximum of approximately 1,560 multi-family residential units, 100,000 sf each of retail and office uses, a hotel, and civic spaces/parks. The project includes improvements to the existing circulation system to form a cohesive network that provides access and mobility for motorists, transit riders, pedestrians, and

bicyclists. Key environmental issues addressed in the EIR include land use, traffic and parking, historical resources, GHG emissions, noise, air quality, water supply, and hazardous materials.

North Park Village and Nature Preserve Specific Plan Program Environmental Impact Report, Moorpark.

BonTerra prepared the EIR for the 3,586.3-acre hillside project proposed for development with up to 1,650 residences (including 150 affordable units), 5 acres of commercial uses, 1 school site, 13 public and private parks, a 52-acre public lake, over 2,121 acres of preserved open space, and a new interchange with the State Route 118 Freeway. Site development could not exceed 500 residential units without the Caltrans District 7's approval of the freeway interchange. Issues addressed in the Program EIR include land use freeway impacts; biological resources, including the loss of oak trees, impacts to Threatened and Endangered species, and changes to wildlife movement; aesthetic and topographical changes; air quality; noise; and hazardous materials. The Program EIR addresses issues related to the annexation of the site into the City of Moorpark by the Ventura County LAFCO; Moorpark was the lead agency. The City Council and the Planning Commission held over 35 public hearings, where BonTerra made presentations to describe the project and its impacts. The Final EIR was certified by the City of Moorpark; the project was the subject of a special election where the electorate did not approve it.

GMU Geotechnical, Inc. Project Experience

A selection of GMU's relevant projects include the following:

Geotechnical Peer Reviews for Public Agencies. GMU provides on-call geotechnical services to numerous cities including, most recently, Laguna Niguel, Lake Forest, and Chino Hills. This role includes Peer geotechnical reviews and issuing review comments for geotechnical reports on behalf of the cities.

Environmental Impact Report and Entitlement Studies. GMU has served as the lead geotechnical consultant for the initial planning and entitlement of numerous master-planned communities and projects. GMU has prepared geotechnical studies to support EIR and entitlements including Rancho Mission Viejo; Newport Banning Ranch; Ladera Ranch; Las Flores; Rancho Santa Margarita; Talega; Crystal Cove; Santaluz; and St. Michael's Abbey.

Murrieta Hills, Murrieta. Murrieta Hills is located adjacent to the eastern issue for developments in the area is rippability of the hard bedrock. GMU performed a seismic refraction study to obtain seismic wave velocity and depth data that are representative of subsurface materials at Murrieta Hills. This data is intended to assist in characterizing the probable earth materials to be excavated. Rippability of the materials present at the site can be estimated as a function of seismic velocity, geologic structure, ripping equipment capacity, and operating technique.

Main Street Bridge Expansion, Temecula. GMU provided vibration monitoring services for the City of Temecula during foundation construction for the Main Street bridge expansion project. GMU services included performing pre- and post-construction surveys at a historic hotel, city museum, and apartment buildings. Vibration monitoring services were performed at these structures during the pile driving operations related to the bridge foundation.

Expansion of Calvary Chapel Conference Center, Murrieta. GMU performed a geotechnical investigation and prepared a design report to support the expansion of the Calvary Church Conference Center located at Murrieta Hot Springs Road in the City of Murrieta. The proposed improvements included new buildings for a sports center, student center and maintenance facility, a parking lot, and associated hardscape improvements. GMU's investigation consisted of drilling hollow-stem auger borings in order to evaluate soil stratification; obtain soil samples for laboratory testing; and perform infiltration testing. GMU's geotechnical analysis included liquefaction, settlement, slope stability, and infiltration. Recommendations for remedial grading and design parameters for the future buildings and associated improvements were provided.

SECTION C

Work Approach and Methodology

BONTERRA PSOMAS VALUES

"BonTerra [Psomas] has been very responsive. EIR submittals have always been completed on schedule and smaller, individual tasks are often completed within 24 hours. Additionally, BonTerra staff work hard to create legally defensible documents and are aware of challenges and solutions that development projects have."

- Carlene Matchniff
Vice President, Project Management
Irvine Company

(formerly Vice President, Entitlements, Centennial Founders, LLCs

Client-Centered Services and Management

BonTerra Psomas' goal is to establish positive, long-lasting, and productive working relationships with our clients. In support of this goal and in an effort to best serve the needs of the City of Wildomar, we take pride in our proactive approach to client service; our ability to coordinate and manage technical subconsultants; and our ability to deliver quality work products within the schedule and cost constraints of projects.

One aspect of our client portfolio that speaks highly of our client-responsiveness and attention is our long-term relationships with public sector agencies. For over 18 years, we have maintained continuing relationships with clients that require various services and work products ranging from specialized technical reports for small development projects to the preparation and processing of EIRs for large complex development and infrastructure projects. We take pride in our ability to satisfy clients' needs and maintain these long-term relationships. These clients include City of Anaheim Planning, Public Works, and Public Utilities Departments (over 15 years); OC Public Works (12 years); OC Waste & Recycling (12 years); OC Parks (4 years); City of Los Angeles Bureau of Engineering (13 years); Los Angeles County Department of Public Works (over 15 years); Caltrans District 12 On-Call Environmental Services Contract (14 task orders); Orange County Transportation Authority Environmental Staff Support Services (4 years); Southern California Edison (7 years); Metropolitan Water District of Southern California (6 years); and University of California, Los Angeles Capital Programs Master Contracts (13 years).

Open Lines of Communication

Accessibility and open communication between BonTerra Psomas and the City is imperative in completing a successful project. Proactive communication allows the team to resolve issues before they become problems, avoiding potential project delays and additional costs. There are multiple ways to maintain good lines of communication, and we will work with the City to determine the best fit. Electronic and telephone communications are highly effective, cost efficient tools to disseminate information; to review technical and environmental documents; and to provide status updates. However, some meetings are best handled in a group setting.

Effective Problem Solving and Resolution

BonTerra Psomas considers problem solving to be a key strength of our practice. Clients appreciate our responsiveness and willingness to take on new challenges and opportunities to strategize solutions to complex problems. We use a team-centered philosophy toward issue resolution.

Our objective is to be of service and a valuable advisor to the City and we consider this to be one of our primary consulting responsibilities. This approach has earned us the respect of and is a reason for the long-standing relationships we have with our clients.

Pro-Active Consideration of Design to Minimize Need for Mitigation

BonTerra Psomas strives to work with clients to ensure that project designs are conceived in a way that minimizes environmental impacts. We challenge our staff and our clients to collaborate in order to find opportunities for avoidance of—rather than mitigation for—significant environmental impacts. While avoidance is not always possible, time spent at the beginning of a project to address potential constraints can often preclude or minimize costly mitigation and time during the public review and permitting process. When mitigation is required, BonTerra Psomas will provide pragmatic and effective recommendations to reduce or eliminate environmental impacts from construction and operation of the Project where possible.

In-House Quality Assurance/Quality Control

BonTerra Psomas reputation is based on our ability to thoroughly comprehensive and legally defensible environmental documents. Prior to submitting any documents to the City, our QA/QC review process will be completed to ensure that task requirements have been adequately addressed and that appropriate technical standards have been met.

We believe that this QA/QC function is the responsibility of all Technical Discipline Managers; however, Joan Patronite Kelly, AICP, will be specifically assigned to carry out this process. Ms. Kelly will ensure that all deliverables meet applicable technical and contractual requirements. Ms. Marks as Project Manager will ensure that all technical studies are peer reviewed. This includes all technical studies that are provided to our firm as well as any technical studies that we may be asked to prepare. Ms. Marks will review all work products including methodological consistency. Our Technical Editors will thoroughly edit the EIR to ensure that the document reads with a “single voice”.

> “Please be informed that, in my humble opinion, the document was one of the best that I have read. Great job on quality. Please also pass that on to any of your staff that worked on the document. I especially enjoyed the section regarding GHG.”
>
> *- Joseph Wright*
> *Associate Planner*
> *City of Anaheim*

Comprehensive and Legally Defensible Documentation

BonTerra Psomas understands the inherent complexities of processing projects through the environmental processes. If not analyzed in a comprehensive manner, projects have the potential to present opportunities for legal challenges against the environmental documentation and supporting technical analyses. We understand community activists and individual attorneys have litigated projects in the City. BonTerra Psomas is accustomed to working closely with legal counsel and are cognizant of many of the issues raised opponents to development in the region. BonTerra Psomas has an excellent track record of preparing thorough CEQA documents that are capable of withstanding legal challenges. For controversial projects and where litigation is anticipated, we will compile our administrative record concurrent with preparation of CEQA documentation.

"BonTerra was responsive to the City's needs and completed their work on time, within budget, and in compliance with State and federal regulatory agency permit requirements."

- Jennifer McDonald Le
Senior Planner/Environmental Review Coordinator
City of Orange
Department of Community Development

Time Management Scheduling and Accounting

Adherence to schedules is another inherent criterion in excellent client service. We understand the pressures to complete a project on time and within budget. BonTerra Psomas uses a comprehensive system for tracking and reporting employee time and project costs. Joan Patronite Kelly, AICP, and Jennifer Marks will have real-time information regarding total authorized budget, total expended to date, current monthly expenditures, and the remaining balance. The ability to report results accurately for budget comparison allows us to allocate company resources efficiently and to exercise control actions when necessary. Weekly in-house reporting provides timely feedback that enables us to continuously monitor performance and to adjust for changing circumstances.

Lastly, BonTerra Psomas believes that keeping all team members aware of the Project's status is imperative to completing a project in an expedient manner and within the approved budget. Initial and ongoing communication allows the team to resolve issues early in the process to avoid potential project delays and additional costs.

SECTION D

Scope of Work

"… to achieve the goal of an affordable housing development with a rural atmosphere, while still offering many urban amenities, design techniques have been utilized … to preserve much of its natural scenic state for the enjoyment by all. Residential lots and road alignments are designed in order to preserve as much as possible the existing topography and arroyos. By doing so, many of the home sites are adjacent to an open space area. This acts as a natural buffer between residential developments creating a sense of privacy, yet provides for a free flow of pedestrian and vehicle traffic."

- The Farm Specific Plan

PROJECT UNDERSTANDING

As proposed, the Spring Meadows Ranch Specific Plan Project (PA 13-0107) (hereinafter referred to as the "Project") would allow for the continued development of The Farms Specific Plan development. Located on approximately 792 acres in the City of Wildomar, the hillside Spring Meadows Ranch site is located at the eastern edge of the City boundaries and is bound by the City of Menifee and unincorporated Riverside County to the east; build-out residential phases of The Farms Specific Plan to the north/northwest and west; rural single-family and undeveloped land to the north; undeveloped land owned by Bureau of Land Management to the south; and the City of Murrieta to the southeast. The Farms Specific Plan (Specific Plan No. 116-C/W), was originally adopted by the County of Riverside in 1974 as the Bundy Canyon Mobile Home Community, and was subsequently amended in 1981, 2002, and most recently in 2013 to provide for more traditional single-family subdivisions and recreational amenities and the retention of open space.

Pursuant to Section 17.08.010B and 17.08.040.B of the Zoning Ordinance, an "Initiation to amend the General Plan" was approved by the City Council in December 2013. The Project proposes to change the land use designations on approximately 792 acres within The Farms Specific Plan and create a new Specific Plan Area identified as Spring Meadows Ranch. The Project incorporates Phases 11 through 16 of The Farms Specific Plan as well as an 81-acre site that is located outside of but adjacent to the south of The Farms Specific Plan boundaries. The 81-acre property is located south of Phase 7 of The Farms Specific Plan.

The existing land use designations for Project site allow for a variety of density of single family residences over 760 of the 792 acre at a maximum of 1,203 units. A conceptual land use plan for the Project shows that land uses would continue to be residential but with a higher density (MDR-medium density residential) over 403 of the 792 acres with a maximum of 1,192 units, with an overall density of 1.5 dwelling units per acre. The remaining 389 acres are proposed for the following uses: approximately 358 acres of natural open space (OS-R – open space recreation); 16.9 acres of a future equestrian center (OS-R); 9.5 acres of future commercial center (CR – commercial recreation); and 4.2 acres for future community facilities use (PF – public facilities).

The Project would require the following entitlements: (1) a General Plan Amendment for the proposed changes to the existing Specific Plan land use map and circulation improvements associated with the Project; (2) a Specific Plan Amendment for the proposed changes to The Farms Specific Plan No. 116; (3) change of zone from R-T (Mobilehome Subdivisions and Mobilehome Park Zones) and R-5 (Open Area Combining Zone, Residential Developments) to a new Spring Meadows

Ranch Specific Plan Area; (4) processing of a Tentative Tract Map; and (5) processing of an EIR.

SCOPE OF ENVIRONMENTAL SERVICES

BonTerra Psomas has developed the following Scope of Work for the preparation of an EIR and completion of associated tasks. This Scope of Work includes the following tasks:

Task 1	Introduction/Project Initiation
Task 2	Preparation of the Notice of Preparation and Scoping
Task 3	Technical Peer Review
Task 4	Preparation of Environmental Impact Report
Task 5	Preparation of the Final Environmental Impact Report and Related Documents
Task 6	Project Management and Meetings

Task 1 Introduction/Project Initiation

Our work begins prior to the preparation of the CEQA document. By encouraging involvement early in the Project planning process, BonTerra Psomas provides input to clients that can help avoid and minimize environmental effects, facilitating the environmental and entitlement process. BonTerra Psomas will review available relevant planning and environmental documentation. This will include, but will not be limited to, the City of Wildomar General Plan, the *City of Wildomar Municipal Code*, CEQA documents prepared for projects in the City; and other local, State, and federal agency policy documentation applicable to the Project.[1]

BonTerra Psomas will prepare and distribute an agenda for the kickoff meeting. This Scope of Work assumes that both the Project Manager and Assistant Project Manager will attend the kickoff meeting with the City and the Applicant. The kickoff meeting provides the first opportunity to collaboratively discuss the approach for the Project; the preparation of technical studies; and the expectations for the environmental documentation process. The meeting is used to review the proposed approach for completing the EIR; to establish lines of communication and to discuss expectations; to confirm the schedule including a date for the Scoping Meeting; and to discuss informational needs. We can also start to identify sensitivities and potential issues of concern to citizens, organizations, or other agencies that need to be considered through the CEQA process.

BonTerra Psomas will also conduct a Project site visit to assist in the description of the environmental setting and to photographically document the site and surrounding area. If additional information is needed, BonTerra Psomas will prepare a Data Needs Matrix that includes

[1] Should the General Plan Update be approved and Final EIR be certified prior to the initiation of the Spring Meadows Ranch Project EIR, this updated documentation will be used.

information requests related to Project construction activities and Project operations that are needed for the Project Description.

At the kickoff meeting or shortly thereafter, we will provide the City with the proposed EIR section format with a sample section; proposed EIR significance thresholds; and Project Team contact information. For each topical issue, the proposed format will include the following:

- **Regulatory Setting**, including applicable federal, State, and regional/local regulations and requirements.
- **Methods**, which will be used to explain the "tools" (e.g., modeling, site surveys) used to prepare each analysis.
- **Environmental Setting/Existing Conditions**, including the physical characteristics of the Project site and surrounding area at the time of publication of the Notice of Preparation (NOP). The description will be based on information obtained during the site visit; information provided by the City and Applicant; and relevant information available from existing documentation including the City of Wildomar General Plan and the City of Wildomar General Plan Update. If the City is aware of any proposed actions that may change the setting of the site after the NOP is released, it should be discussed so that the appropriate approach is used in the EIR to address this change.
- **Project Design Features and Standard Conditions**, which will be considered to be part of the proposed Project such that compliance may preclude the occurrence of a significant impact. BonTerra Psomas will differentiate among features of the projects (i.e., design features) that serve to partially/completely prevent or lessen potential impacts; standard conditions of approval (e.g., City standard conditions of approval and compliance with building and energy codes); and "conventional" EIR mitigation measures. Project Design Features (PDFs) will also be identified in the Project Description.
- **Thresholds of Significance**, which will be established during the kickoff meeting or shortly thereafter, will be clearly stated in each section to enable the reader to understand the analytical process used to identify potential Project impacts.
- **Environmental Impacts**, which will be assessed to comply with the State CEQA Guidelines by providing for the analysis of short-term and long-term operational Project-specific and cumulative conditions. Within the EIR section, we will state the significance threshold; provide the technical analysis; and provide an impact summary statement for each threshold. The summary statement will also identify PDFs, standard conditions, and mitigation measures applicable to the threshold topic.
- **Cumulative Analysis**, which will be provided either in the individual topical sections or as a separate EIR section, based on direction from the City determined during the kickoff meeting or shortly thereafter. BonTerra Psomas will clearly state the cumulative analysis method, which are based on information gathered from several sources. We recommend using a conservative approach to the cumulative analysis given the propensity for Project opponents to attack this analysis. This recommended approach involves using both methods set forth in Section 15130(b) of the State CEQA Guidelines. This section allows the use of either (1) a list of past, present, and

reasonably anticipated future Project that could produce cumulative impacts or (2) a summary of projections contained within an adopted general plan or related planning document that considers regional conditions. If agreed to by the City, each section of the EIR will include its own cumulative impact analysis. This is our preferred format because each topical area will have its own applicable cumulative area for consideration. For instance, for air quality, the applicable cumulative area under consideration is the entire South Coast Air Basin, whereas aesthetic impacts may be limited to those within the line of sight.

- **Mitigation Program**, which will include PDFs, Standard Conditions, and mitigation measures. These design features, as with standard conditions of approval, require monitoring to ensure that they are implemented. "Conventional" EIR mitigation measures will also be provided for each significant impact that cannot either be avoided or reduced to a less than significant level with PDFs and Standard Conditions.
- **Level of Significance after Mitigation**, which will identify whether all impacts can be mitigated to a less than significant level.

Task 2 Preparation of the Notice of Preparation and Scoping

Task 2.1 Notice of Preparation

The Project Description is a critical component of the EIR because it is the basis for the entire environmental analysis. Based on the preliminary project description provided by the Applicant, any additional information provided by the City and the Applicant at the kickoff meeting and in response to our data needs request, BonTerra Psomas will provide a Project Description to support the NOP. BonTerra Psomas will work closely with the City and Applicant to prepare a description that articulates the characteristics of the Project and its objectives. The draft Project Description will be provided to the City for review prior to our peer review of the technical reports to ensure concurrence with the key elements of the Project that will be carried through into the various EIR analyses.

Because the City has already made the determination that an EIR is the appropriate CEQA documentation for the proposed Project, an IS is not required. Preparing an expanded NOP without an IS can reduce costs and save time while still allowing for topics to be focused out. BonTerra Psomas will be responsible for preparing the NOP and the Notice of Completion (NOC), the latter to be transmitted to the State Office of Planning and Research State Clearinghouse. The NOP will provide an overview of the Project; anticipated alternatives to be evaluated; and expected discretionary actions/permits required for Project implementation. The NOP will identify the issues to be addressed in the EIR and will provide sufficient information to document why any topical issues do not require detailed analysis in the EIR and can be focused out. For other topical issues, there may be specific checklist questions that would have no impact and could be focused out such as the use of a septic system. It is expected that the following CEQA Checklist topics would be focused out:

- ***Agriculture and Forestry Resources.*** Based on review of the State of California Department of Conservation Farmland Mapping and Monitoring Program 2010, the Project site is designated as "Farmland of Local Importance", "Urban and Built Up Land", and "Other Land." Additionally, the Project site is not considered to be forestland or timberland pursuant to the definitions in the *California Public Resources Code*.
- ***Mineral Resources.*** Based on review of the City of Wildomar General Plan and General Plan EIR, the Project site is located within Mineral Resource Zone-3 (MRZ-3) which is defined as an area where the available geologic information indicates that mineral deposits are likely to exist; however, the significance of the deposit is undetermined.

Upon receipt of comments from the City on the draft NOP and NOC, we will revise the notices and resubmit them to the City for final approval prior to reproduction and public distribution. The revised notices will be submitted in "track-change" format so that all edits/revisions can be easily identified. Using the mailing list provided by the Applicant, we will be responsible for distributing the NOP. We will also be responsible for transmitting the NOC to the State Clearinghouse. The City will be responsible for posting the NOP at the City and with the Riverside County Clerk. The NOP will be provided to the City for posting on the City's website.

Task 2.2 Scoping Meeting

A public scoping meeting provides a public forum for concerned citizens and local, State, and federal regulatory agencies to receive information about the proposed Project and voice any environmental concerns regarding its development. Notice of the scoping meeting to be held during the 30-day review period will be provided on the NOP. BonTerra Psomas' Project Manager will attend and participate in the scoping meeting. We will provide an overview of the key issues to be evaluated in the EIR; describe the CEQA process; and identify opportunities for subsequent public input and review of the EIR. Comments and issues to be addressed in the EIR will be requested from all meeting attendees. BonTerra Psomas will prepare a summary of the meeting, including compiling a list of attendees, for inclusion in the EIR and will ensure that the issues raised at the meeting are addressed in the EIR as appropriate. BonTerra Psomas will provide meeting sign-in sheets and public comment cards. This Scope of Work assumes that the Applicant will provide visual displays.

Task 3 Technical Peer Review

The BonTerra Psomas Project Team will be responsible for peer review of the following technical reports and studies that have been provided to the City. In addition to the following reports and studies, additional biological resources studies and a water supply assessment will need to be prepared. The suggested scope for the additional biological resources reports and the water supply assessment is addressed below in Task 4.1.

- Air Quality Report (June 2014)
- Biological Resources Reports:
  - Burrowing Owl Report (September 2013)

- Fairy Shrimp 90-Day Report (June 2014)
- MSHCP Narrow Endemic and Criteria Area Species Report (July 2013)
- Jurisdictional Delineation (July 2005)

- Cultural Resources Reports:
  - A Phase I Cultural Resources Investigation of the Sunset Ridge Access Routes (December 2002)
  - Phase II Archaeological Testing of Site CA-RIV-3956H, Located Within the Sunset Ridge Specific Plan Project Area (January 2003)
- Greenhouse Gas Analysis (June 2014)
- Hydrology and Hydraulics Study (revised June 2014)
- Noise Report (July 2014)
- Phase I Environmental Site Assessment (July 2013)
- Traffic Impact Analyses (September 2013 and June 2014)
- Water Quality Management Plan (October 2013)

BonTerra Psomas' Project Team will review each technical report, including those that have not yet been provided to the City. This Scope of Work assumes that the City will be responsible for the technical accuracy of the reports. BonTerra Psomas' peer review will focus on the adequacy of the reports for CEQA purposes; consistency among technical reports; and accuracy in the representation of Project-related information. Additionally, the peer review will focus on identificatioin of any gaps in the information presented. A memorandum will be provided for each report that provides an overview of the report; identifies revision recommendations; provides direction on addressing any identified gaps; and explains why revisions are needed. As applicable, the memorandum will identify critical path items and potential implications to the schedule. After submittal of the peer review memorandums to the City, we have assumed one teleconference call with the City and Applicant to clarify and resolve any outstanding issues. Upon receipt of revised technical reports, BonTerra Psomas will review the revised reports to ensure that all necessary and required comments have been addressed and resolved. Upon receipt of the final technical reports to BonTerra Psomas, they will be summarized into the EIR. As part of this task, BonTerra Psomas will also review the environmental document that will be prepared pursuant to the National Environmental Policy Act (NEPA) for the Bureau of Land Management (BLM). This review will focus on the project description, assumptions used in the analysis, and findings to ensure consistency between the NEPA and CEQA documents.

Task 4 Preparation of Environmental Impact Report

Task 4.1 Administrative Draft EIR

The EIR and associated work products will be prepared consistent with the criteria, standards, and provisions of CEQA (*California Public Resources Code* §§21000 et seq.); the State CEQA Guidelines (Title 14, *California Code of Regulations*, Chapter 3, §§15000 et seq.); as well as other applicable responsible agencies' regulations. BonTerra Psomas will prepare an Administrative Draft EIR (ADEIR) based upon the responses received on the NOP; community and agency input received at the

scoping meeting; technical evaluation of the proposed Project; and available and pertinent data.

Each topical EIR section will contain a discussion of the existing conditions on the site and in the Project vicinity; a summary of the regulatory framework; identification of significant environmental effects anticipated for each environmental issue; and mitigation measures, if required. Thresholds of significance will be stated in each technical section to enable the reader to understand the analytical process used to identify potential Project impacts, and will be taken from the State CEQA Guidelines, unless otherwise directed by the City. For each topical issue, the EIR will identify the level of significance prior to and after mitigation, based on the established thresholds. BonTerra Psomas' approach to preparing key sections of the ADEIR is provided below. The EIR will contain the following sections:

Executive Summary and Introduction

These sections will include a summary of the Project Description; identification of Project objectives; and identification of alternatives to the proposed Project. Any areas of known controversy and issues to be resolved will be identified. The Executive Summary will include a table identifying each significant impact; the Mitigation Program (Project Design Features, Standard Conditions, and Mitigation Measures); and the resulting level of significance after implementing the Mitigation Program.

Project Description

The NOP Project Description prepared as Task 2.1 will be expanded for the EIR, as necessary. The Project Description will include but will not be limited to the following: (1) regional and local setting; (2) site history and existing land uses; (3) Project objectives; (4) Project characteristics and important Project features; (5) on-site and off-site infrastructure improvements; (6) on-site and off-site circulation improvements; (7) Project phasing; and (8) intended uses of the EIR, including identifying required responsible and trustee agency permits and approvals.

The topical issues that are expected to be evaluated in the respective EIR sections, and the scope of for this analysis, are identified below.

Aesthetics and Visual Resources

The undeveloped Project site is located in an area with varied topography. As described in the Project Understanding, there are existing residential uses that were constructed as part of development of The Farms Specific Plan. These homes are located west of Sunset Avenue and north/northwest and west of the Project site. Land uses to the east of Sunset Avenue but adjacent to the northern boundary include rural single-family residences and vacant land. The anticipated effects resulting from the proposed Project from any public viewsheds—including scenic vistas, potential degradation of visual character associated with site development and grading, and night lighting and glare—will be qualitatively addressed. As part of the evaluation, BonTerra Psomas will identify any potential adjacency issues and determine whether specific design parameters should be incorporated

into the Project to avoid significant aesthetic impacts. Additionally, City General Plan policies, other City regulatory requirements, and the Mount Palomar Lighting Ordinance (*Wildomar Municipal Code* Chapter 8.64) will be evaluated for inclusion into the EIR section to further reduce potentially significant impacts.

Based on coordination with the City, visual simulations will be provided by the Applicant to show changes associated with grading and development. Using the visual simulations as a tool, BonTerra Psomas will provide a narrative analysis of the visual impacts associated with grading and associated changes in topography, construction, and buildout of the proposed Project.

Air Quality

BonTerra Psomas' in-house Director of Air Quality and Acoustical Programs will conduct a review of the air quality report prepared for the proposed Project (Task 3). Based on our initial review of the air quality report, inconsistencies within the report have been noted and are as follows: the use of significance determinations and dispersion modeling assumptions are not consistent between sections of the report. Upon completion of our peer review and receipt of a revised technical report, as applicable, BonTerra Psomas will summarize the results of the air quality technical analysis in the Air Quality Section of the EIR. Mitigation measures identified in the air quality report as well as reference to City General Plan policies or other City regulatory requirements will be incorporated into the EIR section.

Biological Resources

BonTerra Psomas' Senior Project Managers/Biologists will conduct peer reviews of the biological technical documents identified in Task 3. The peer review of the reports will be conducted in two phases. The original reports will be reviewed and any follow up revisions or new information will be reviewed. The focus of the review will be on the CEQA adequacy of the reports and as technical studies in support of the project EIR. BonTerra Psomas will evaluate the methods used; the thoroughness of the analysis; and the feasibility of the resulting environmental mitigation measures proposed. No fieldwork is assumed for this task but may be required.

Based on our initial review of the reports provided, BonTerra Psomas anticipates the following additional studies/reports will be needed based on the requirements of the Western Riverside County Multiple Habitat Species Conservation Plan and in support of the EIR in accordance with the CEQA Guidelines. These studies/reports are a Biological Resources Assessment (BRA) Report; an updated Jurisdictional Delineation Report; southwestern willow flycatcher/least Bell's vireo surveys; and Determination of Biologically Equivalent or Superior Preservation Report.

The Biological Resources EIR section will be developed based on the results of various biological surveys, analysis, and data compilation as described in the BRA Report and supporting surveys/studies. The EIR section will include a summary of the methodology used to conduct the biological surveys, a general description of the existing vegetation types and associated wildlife resources on the Project site, and a summary of

the results of the focused survey and wetland delineation; identify potential impacts from Project development; and incorporate recommended mitigation measures to reduce identified impacts to less than significant levels. It is assumed that should revisions to the report be required based on the technical review, the City-approved revised report will be sufficient to address the CEQA checklist questions. Additionally, City General Plan policies and other City regulatory requirements will be evaluated for inclusion into the EIR section to further reduce potentially significant impacts.

Cultural Resources

As part of the peer review (Task 3), BonTerra Psomas' Cultural Resources Director will conduct a review of the Phase I cultural resources survey (2002) and Phase II Archaeological Testing Report (2003). Both reports reference a prior Phase I cultural resources survey for the Sunset Ridge/Spring Meadows project site that was prepared in 1999; however, we are not in receipt of this survey. The peer review will include a short summary of the study, evaluate the findings, and if needed, identify recommendations for further work. Based upon our initial review of the 2002 and 2003 reports and given the potential change in conditions since 2003, an updated Phase I cultural resources survey is needed. This Scope of Work assumes that the Applicant's cultural resources consultant would revise the report based on comments received during peer review. The revised report would be reviewed by BonTerra Psomas and approved for use by the City for use in the EIR section. Measures, if identified in the study, will be included in the EIR section to mitigate potentially significant impacts. Additionally, City General Plan policies and other City regulatory requirements will be evaluated for inclusion into the EIR section to further reduce potentially significant impacts.

Geology and Soils

GMU Geotechnical will conduct a peer review (Task 3) of the geotechnical investigation prepared for the proposed Project. The review will identify any issues needing clarification or additional analysis related to the field investigation, laboratory tests, and analysis presented in the report. The finalized geotechnical report will be used by BonTerra Psomas to prepare the Geology and Soils EIR section. BonTerra Psomas will assess geology and soils impacts in context of CEQA thresholds and identify a Mitigation Program, as necessary based on the recommendations of the geotechnical investigation.

Greenhouse Gas Emissions

As part of the peer review (Task 3), BonTerra Psomas' Director of Air Quality and Acoustical Programs will conduct a review of the GHG study. Based on our initial review of the report, it is noted that some information presented in the report is not supported by data in the appendix. BonTerra Psomas' technical review will include a review of the methodology used and ensure that all calculations and supporting data are technically correct. BonTerra Psomas will summarize the results of the GHG technical analysis in the EIR section with supporting data in an appendix. If potential significant impacts are identified, mitigation

measures identified in the GHG report, as well as reference to State and regional plans, will be incorporated into the EIR section.

Hazards and Hazardous Materials

As part of the peer review (Task 3), BonTerra Psomas will conduct a review of the Phase I Environmental Site Assessment (ESA) prepared to address past and current hazardous materials use at the site. Using the Phase I ESA and any other documentation provided by the Applicant, BonTerra Psomas will address hazards and hazardous materials in context of CEQA thresholds and will provide minimization and mitigation measures if needed.

Hydrology and Water Quality

BonTerra Psomas' in-house certified hydrology and water quality professional engineers will conduct a peer review of the WQMP and the Hydrology and Hydraulics Study (Task 3). Based on our review and any necessary revisions, the reports will be summarized in the EIR. The information summarized from the hydrology and hydraulics analysis will include information relevant to the applicable watershed as well as the Federal Emergency Management Agency's Flood Hazard Mapping Program to address the potential for impacts to drainage and floodplains. Information summarized from the WQMP will include, but will not be limited to, pre- and post-development information regarding the grading and storm drainage plans; description of any infrastructure or Best Management Practices that would be installed as part of the Project; and a discussion of the current regulatory setting related to drainage and water quality treatment. A Mitigation Program will be included in the EIR section to mitigate potentially significant impacts. Additionally, City General Plan policies and other City regulatory requirements will be evaluated for inclusion into the EIR section to further reduce potentially significant impacts.

Land Use and Planning

The proposed Project BonTerra Psomas will describe the existing on-site and surrounding land uses based on the site visit (Task 1), review of aerial photographs, and information provided in existing land use policies and plans. The EIR's Land Use and Planning section will address both the physical changes to the Project site and compatibility of the proposed land uses with the surrounding area associated with Project implementation. BonTerra Psomas will also evaluate the consistency of the proposed Project with relevant local planning documents, including The Farm Specific Plan, the goals and policies outlined in the City of Wildomar General Plan and provisions of the *City of Wildomar Zoning Code*. The proposed Project meets the criteria established in the State CEQA Guidelines for being "of statewide, regional, or areawide significance" (a proposed residential development of more than 500 dwelling units). Therefore, an assessment of the Project's consistency with regional planning plans/programs is required. This assessment will include the Southern California Association of Government's 2012–2035 Regional Transportation Plan/Sustainable Communities Strategy.

Noise

BonTerra Psomas' Director of Air Quality and Acoustical Programs will peer review (Task 3) the noise study. The technical report will need to identify existing noise sources and noise sensitive receptors; measure existing noise levels; and analyze the proposed Project's noise impacts sufficient to addressing the noise CEQA Checklist questions and in accordance with standards established in the City of Wildomar General Plan and Noise Ordinance (Section 9.48 of the *Municipal Code*). Potential noise issues identified for the Project include but are not limited to (1) construction noise; (2) on-site operational noise; and (3) noise from Project-generated traffic. BonTerra Psomas will summarize the report for use in the EIR section. Mitigation measures identified in the noise report as well as reference to City General Plan policies or other City regulatory requirements will be incorporated into the EIR section.

Population, Housing, and Employment

Based on the proposed land use plan, BonTerra Psomas will evaluate the direct and indirect impacts that the Project may have on population, housing, and employment forecasts. BonTerra Psomas will conduct an analysis to evaluate potential impacts related to population, housing, and employment projections for the Project area using the latest demographic data available for the Project area as well as the current Regional Housing Needs Assessment goals for the City. An evaluation of the proposed Project with the City of Wildomar General Plan Housing Element (2012) will be provided, including the proposed Project's consistency with policies identified in the Housing Element.

Public Services and Facilities

Implementation of the proposed Project would directly and indirectly generate additional population and, therefore, has the potential to increase the demand for public services (i.e., fire, police, schools, and libraries). Potential effects can be related to the provision of adequate service levels and the need to upgrade and/or provide additional facilities to serve the Project. The RFP has identified public service providers for the proposed Project. BonTerra Psomas will coordinate with service providers to identify existing public service facilities and determine whether the Project can be adequately served without an expansion of existing resources including facilities. Mitigation will be noted, if applicable.

Recreation

BonTerra Psomas will identify recreational facilities, including parks and trails, proximate to Project site as well as recreation amenities proposed as a part of the Spring Meadows Ranch Project. The EIR will identify the Project's Quimby Act requirements and evaluate potential impacts related to recreational facilities in accordance with the land use plan and the anticipated population increase associated with the Project.

Transportation and Traffic

As noted in Task 3, a Traffic Impact Analyses will be peer reviewed for CEQA adequacy by the BonTerra Psomas Project Team. Following the review and receipt of a final City-approved traffic report addressing City

and Project Team comments, we will summarize and incorporate the findings of the traffic report, including required mitigation measures, in the EIR. Based on our review of the traffic report, the Traffic Impact Analysis does not address the CEQA checklist questions related to emergency access, non-vehicular transportation, and potential hazards due to design features. BonTerra Psomas will be responsible for addressing emergency access, non-vehicular transportation, and potential design feature hazards.

Utilities and Service Systems

It is assumed that the Applicant's Engineer will provide utility infrastructure plans in a wet and dry utilities study. BonTerra Psomas will evaluate potential impacts to utilities and service systems and, using the list of utility providers for the proposed Project provided in the RFP, will coordinate with utility providers, including solid waste, to determine if any impacts would result. Additionally, in accordance with Senate Bill 610, a Water Supply Assessment is required for a "proposed residential development of more than 500 dwelling units." Therefore, it is assumed that a Water Supply Assessment will either be prepared by or for the Elsinore Valley Municipal Water District and will be peer reviewed by the BonTerra Psomas Project Team. It is assumed that the information provided in the revised City-approved Water Supply Assessment will be sufficient to address the CEQA checklist questions. City General Plan policies and City requirements will be incorporated to mitigate or avoid potentially significant effects. Additional measures will be identified as needed, in coordination with City staff, to mitigate potentially significant effects.

Alternatives

Consistent with requirements of the State CEQA Guidelines, the EIR will include a reasonable range of alternatives qualitatively comparing the environmental impacts of each alternative to the proposed Project. BonTerra Psomas will provide an assessment of up to four alternatives intended to reduce or eliminate, where possible, the impacts of the proposed Project. The range of alternatives is expected to include the following: (1) No Development Alternative; (2) No Project Alternative (development consistent with existing General Plan and zoning designations); (3) Alternative Location; and (4) a Reduced/Modified Design Alternative that may be identified during the NOP period or as part of the technical evaluation. This Scope of Work assumes that all technical reports provided by the Applicant will include sufficient quantitative or qualitative analysis to address the impacts for each alternative. The evaluation for each alternative will include a summary statement identifying the feasibility of implementing the alternative and the alternative's ability to meet Project objectives.

CEQA-Mandated Sections

The following CEQA-required sections will be prepared as a part of the EIR: Executive Summary; Long-Term Impacts; Significant Irreversible Environmental Changes; Significant Unavoidable Adverse Impacts; Growth-Inducing Impacts; References; and Preparers and Contributors, Agencies and Persons Consulted.

As set forth in the Request for Proposal, Task 4.1 assumes two rounds of review and revision cycles with the City. Five CDs of the ADEIR (Word and PDF files) will be provided to the City for review by City staff and the City Attorney. If requested, print copies of the ADEIR can also be provided to the City.

Task 4.2 Screencheck Draft Environmental Impact Report

After two rounds of review and revisions to the CEQA document, BonTerra Psomas will revise and provide a Screencheck Draft EIR to the City. If additional unanticipated screencheck reviews of the EIR are required as a result of substantial changes (e.g., changes in the Project Description), a scope and budget adjustment may be necessary.

Task 4.3 Approval Draft and Draft Environmental Impact Report for Public Review

BonTerra Psomas will review the comments received from the City on the Screencheck Draft EIR and will revise the document and submit an Approval Draft EIR to the City for final approval prior to reproduction and public distribution. If requested, the Approval Draft EIR will be submitted in "track-change" format so that all edits/revisions can be easily identified. This Scope of Work assumes that there will be only minor editorial revisions to the text of the Approval Draft EIR and no substantive revisions to any technical analyses will be required. BonTerra Psomas will be responsible for producing the Draft EIR. As stated in the Request for Proposal, the City will distribute the Draft EIR based on a mailing list developed by the Applicant for the NOP.

Based on direction provided by the City, this Scope of Work assumes the following deliverables of the Draft EIR for public review:

- 2 hard copies of the Draft EIR;
- 20 CDs containing the Draft EIR and technical appendices in Word and PDF files; and
- 2 full hard copies of the technical appendices (printed and bound as one document).

BonTerra Psomas will be responsible for the reproduction the Draft EIR. We will prepare and submit the Notice of Completion with 15 CDs of the Draft EIR and 15 hard copies of the Executive Summary to the State Clearinghouse. In addition, BonTerra Psomas will be responsible for preparing the public notice of availability. The City will post all notices at City Hall and with the County Clerk; prepare any newspaper notices; and distribute the EIR using the distribution list (the EIR distribution list is assumed to be the same as the NOP mailing list, with additions from the scoping meeting). This effort also includes coordinating the preparation of the document in PDF format for use in CDs and for inclusion on the City's website.

Task 5 Preparation of the Final Environmental Impact Report and Related Documents

BonTerra Psomas will prepare an Administrative Final EIR document for review by City staff and the City Attorney. The Final EIR will be a stand-alone document and will include which will include the Responses to Comments (refer to Task 5.1 below) as a separate document but

appended to the Final EIR. As necessary, the responses will be reflected in the Final EIR text and exhibits in track changes format. The Final EIR will also include a Mitigation Monitoring Program and Reporting (refer to Task 5.2 below). Both the Responses to Comments and Mitigation Monitoring Program will be included as appendices to the Final EIR. This proposal assumes two rounds of review of the Final EIR with City staff and City Attorney.

Task 5.1 Response to Comments

Following the 45-day public review period, BonTerra Psomas will review all environmental comments received on the Draft EIR both written and oral. Comment letters will be bracketed into discrete questions that are then assigned to Project Team members, including the Applicant's consultants, for response. Where multiple comments are received on the same issues, topical responses will be prepared. Responses will be prepared to correspond to each of the bracketed comments, and all letters/responses will be combined into one document. BonTerra Psomas will coordinate with the City on the approach to preparing the responses to comments to resolve any outstanding issues and to provide an agreeable resolution to the comment.

This Scope of Work assumes the preparation of the Responses to Comments (RTC) as a separate document that will be appended to the Final EIR. The document will include an introduction; a list of commenters; copies of all comments; responses to comments; and errata with clarifications and revisions to the Draft EIR clearly identified. Text changes made as a result of the RTC document will be shown in the Final EIR, not the Draft EIR. The draft RTC document will be provided to the City for review. Upon receipt of comments from City staff, BonTerra Psomas will revise the draft responses and provide an approval draft electronically to the City for review. This Scope of Work assumes up to 58 technical hours for the preparation of the RTC document. If it appears that additional effort will be necessary to prepare legally adequate responses; if late comment letters are received that raise significant environmental issues; or if "excessive" comment letters[2] are received, BonTerra Psomas will notify the City and a budget augment may be needed.

It is assumed that the City will mail responses to public agency comments to these agencies at least ten days before consideration of certification of the Final EIR, as required by CEQA. CDs with the Final EIR and related documents (including the RTC document) will be provided to the City for distribution.

Task 5.2 Mitigation Monitoring and Reporting Program

In compliance with Section 21081.6 of the *California Public Resources Code*, BonTerra Psomas will prepare a Mitigation Monitoring and Reporting Program (MMRP) for review by the Planning Commission and adoption by the City Council. The MMRP will be prepared at the same time as the RTC document. The MMRP sets forth all of the

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[2] Page 10 of the RFP defines excessive comments are "generally considered to be more than 10 commenting agencies/individuals and/or over 75 comments that require answers other than ('comment noted')".

mitigation measures from the Draft EIR, including any revisions made through the RTC process, and provides the timing and entity responsible for compliance with adopted mitigation requirements during Project implementation. The MMRP will be prepared in a matrix format and will provide the timing and responsibility for all PDFs, Standard Conditions, and mitigation measures. Upon receipt of comments from the City, BonTerra Psomas will revise the document accordingly and will submit the approval draft (in both clean and "track change" format) for approval to print.

If the Planning Commission or City Council modifies the Project and/or recommended conditions of approval/mitigation measures for the proposed Project, BonTerra Psomas will revise the MMRP. However, substantial modifications are not assumed in the fees for this Project.

Task 5.3 Findings of Fact/Statement of Overriding Considerations

BonTerra Psomas will prepare a draft Findings of Fact and a Statement of Overriding Considerations for use by the Planning Commission and the City Council. This proposal assumes that the documents will be used for the Planning Commission's consideration of the Project and will be revised based on any modifications to the Project and/or conditions or approval/mitigation program set forth by the Planning Commission and/or City Council. One round of review is assumed.

Task 5.4 Notice of Determination

BonTerra Psomas will prepare the Notice of Determination (NOD) for the Project, which will be signed by the City upon certification of the EIR. The City will be responsible for filing the NOD with the State Clearinghouse and County Recorder upon approval of the Project and certification of the EIR. It is assumed that the Applicant will provide a check for payment of California Department of Fish and Wildlife filing fees and County Clerk Recorder processing at the time the City files the NOD.

Task 6 Project Management and Meetings

Task 6.1 Project Management

BonTerra Psomas will be responsible for managing the CEQA process for the City. This includes not only the review of technical reports as outlined in Task 3, but also ongoing coordination with the City, and as directed by the City, with the Applicant and other team members to ensure compliance with the Scope of Work and schedule, and to ensure that information is appropriately disseminated. This Scope of Work assumes an approximate 11-month schedule.

Task 6.2 Meetings

This task includes attendance at five coordination meetings with City staff and the Applicant and other team members. This includes attendance at one Project initiation meeting included in Task 1 and four Project coordination meetings. This task also includes attendance at two meetings with the BLM, two meetings with the City of Menifee, two meetings with the City of Murrieta, and two community meetings. This Scope of Work assumes up to 107 hours for meetings and public

hearings including the kickoff meeting and Scoping Meeting. BonTerra Psomas will assist in the preparation for these meetings and will be available to make presentations and answer questions regarding the environmental document. This Scope of Work assumes that five team meetings (four hours each, which includes preparation and travel time), six agency coordination meetings, and up to four public meetings/hearings, including one public scoping meeting (included in Task 2), two community meetings, and two public hearings. Participation in and attendance at additional meetings and hearings exceeding the budget allocation will require an amendment.

SECTION E

Work Schedule

Task	Estimated Completion (in weeks after Notice to Proceed)
Authorization to Proceed/Project Initiation Meeting	August 27, 2014
Submit Draft Notice of Preparation (NOP) to City	3
Submit Technical Study Peer Review Memorandums to City*	4
City comments received on Draft NOP	5
Approval Draft NOP submitted to City for review/approval to print	6
Start NOP 30-day public review period	7
Receive revised technical reports for use in the EIR	8
Public Scoping Meeting	9
End of 30-day public review period	11
Administrative Draft EIR (ADEIR) submitted to City for review	15
Comments Received from City on ADEIR	18
Submit Revised ADEIR to City Administrative Draft EIR submitted to City for review	20
Comments received from City on Revised ADEIR	22
Screencheck Draft submitted to City for review	23
Comments received from City on Screencheck Draft	25
Approval/"Print" Draft EIR submitted to City for review	26
Final Comments received from the City/Approval to Print (includes back and forth with City on final revisions)	27
Draft EIR Public Review – Mandatory 45 days	27–34
Administrative Final EIR (including Draft Response to Comments [RTC], Findings, and Mitigation Monitoring and Reporting Program [MMRP]) submitted to City for review	39
City provides comments on Administrative Final EIR	42
Screencheck Final EIR submitted to City for review	43
City provides comments on Screencheck Final EIR	46
Approval/"Print" Final EIR (including RTC, Findings, and MMRP submitted to City for review (includes back and forth with City on final revisions)	47
Planning Commission	TBD
City Council	TBD

* Assumes that all technical reports that require peer review by BonTerra Psomas are received by August 27, 2014. This includes the studies previously identified in Tasks 3 and 4.1 of the Scope of Work. Should they not be received by this date, the schedule would be adjusted accordingly.

SECTION F

Cost Estimate

The Cost Estimate follows on the next page.

Spring Meadows Ranch Specific Plan Project EIR
Fee Estimate and Labor Breakdown

TASK	J. Kelly Principal-in-Charge	J. Marks Project Manager	J. Neary, M. Larum Environmental Analysts	P. Maxon Cultural Resources	J. Kurtz AQ/GHG/Noise	V. Ortiz AQ/GHG/Noise Technical Analyst	S. Tennant Biological Resources	M. Daly Hydrology	B. Kirby WQMP	A. Angel Traffic	J. Neary Phase I ESA	GMU Geotech	GIS	Editing	Admin/WP	Total Hours	Total Fees
Task 1 - Project Initiation/Definition	4	16													2	22	$3,450.00
Task 2 - NOP																	
2.1 - NOP Preparation	2	4	32										8	6	8	60	$6,510.00
2.2 - Scoping Meeting: Preparation		14														14	$2,100.00
Task 3 - Technical Peer Review		24		8	12		14	8	8	14	8	16		8	4	124	$20,630.00
Task 4 - Environmental Impact Report																	
4.1 - Administrative Draft EIR (2 reviews)	36												40	50	30	156	$18,850.00
Intro Section/Summary/PD		40	8													48	$6,880.00
Aesthetics		48														48	$7,200.00
Air Quality		2			3	12										17	$2,430.00
Bio Resources		1	9	4			24									38	$4,780.00
Cultural Resources		2	16													18	$2,060.00
Geology and Soils		2	12													14	$1,620.00
GHG		2			3	12										17	$2,430.00
Hazards and Hazardous Materials		2	12													14	$1,620.00
Hydrology/WQ		2	12													14	$1,620.00
Land Use and Planning Programs		42														42	$6,300.00
Noise		2			3	12										17	$2,430.00
Pop/Hous/Emp		2	20													22	$2,500.00
Public Services/Recreation		5	30													35	$4,050.00
Traffic/Transportation		46														46	$6,900.00
Utilities/Service Systems		29														29	$4,350.00
Other CEQA Sections		2	24													26	$2,940.00
Alternatives		46														46	$6,900.00
4.2 - Screencheck Draft EIR (1 review)	8	45	8										4		20	85	$11,330.00
4.3 - Approval Draft EIR (Print-Check)	4	35											4		20	63	$8,050.00
Task 5 - Final EIR/Related Documents																	
5.1 - Responses to Comments	2	43	3		4	6								6	8	72	$9,960.00
5.2 - MMRP		2	12												2	16	$1,770.00
5.3 - Findings of Fact/SOC	2	8	50											6		66	$7,690.00
5.4 - NOD			2													2	$220.00
Task 6 - Project Management/Meetings																	
6.1 - Project Management	32	75														107	$18,450.00
6.2 - Meetings	6	101														107	$16,500.00
	96	642	250	12	25	42	38	8	8	14	8	16	56	76	94	1385	$192,520.00
Direct Cost Total (see below for detail)																	$2,500.00
Total																	$195,020.00

The fee estimate assumes the following reproduction assumptions:

Deliverables	Hard copies	CD/Electronic
Draft NOP	0	5
NOP/Scoping Notice	18	20
Administrative Draft EIR	0	5
Revised Administrative Draft EIR	0	5
Screencheck Draft EIR	0	5
Approval Draft (Proof Check) EIR	0	5
Draft EIR	2	20
Draft EIR Technical Appendices only (bound into one document)	2	0
Responses to Comments	0	1
Final EIR (includes RTC and MMRP) with technical reports only on disk	2	20

Direct Costs	
Reproduction*	$1,250.00
Mailing and Deliveries**	$200.00
Mileage***	$800.00
Aerial Photograph	$250.00
Total Direct Costs $	2,500.00

* 2 Draft EIR and 2 Appendices, 2 Final EIRs @ $200/each, 18 NOP
** Assumes that copies will be printed out of ARC Reprographics Murrieta location
*** 13 meetings/2 hearings/1 site visit

The fee estimate includes the following assumptions:

Revisions to the Project Description and/or project assumptions may require a budget augment.
Additional review cycles and/or revisions to technical reports and the EIR may require a budget augment.
107 hours for attendance at project meetings (inclusive of the kick-off meeting) and public hearings. Additional meetings and/or hearings will be attended on a time-and-materials basis.
Preparation for and attendance at one scoping meeting.
Preparation of the Responses to Comments document assumes 58 technical hours; should responses require additional work efforts, a budget augment will be required.
All hard copies are to printed double-sided and in color and bound with comb binding.
Direct costs are based on best available information and will be billed as incurred. Conversely, if the Applicant has an account at a local reprographics firm, reproduction costs can be billed directly to the Applicant.

Attachment

A Resumes

Joan Patronite Kelly, AICP

Principal-in-Charge

EDUCATION

1983 / Master of Urban Planning / California State Polytechnic University, Pomona, CA

1977 / Bachelor of Arts, Social Ecology / University of California, Irvine, CA

PROFESSIONAL CERTIFICATIONS

American Institute of Certified Planners (AICP) No. 5078, 1986

Joan Patronite Kelly, AICP is an Urban and Environmental Planner with a geographically diverse background and more than 25 years of experience. Ms. Kelly specializes in National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance, and has direct experience in the preparation of Environmental Impact Statements (EISs); Environmental Impact Reports (EIRs); Environmental Assessments (EAs); land use studies; socioeconomic analyses; and transportation and land use development planning (including permit processing). She also has experience with multi-disciplinary, complex, and controversial projects such as the U.S. Army Corps of Engineers (USACE) Indefinite Delivery Type Contract for Miscellaneous Environmental Studies; the Centennial Specific Plan and Phase One Implementation EIR; the Aviation Station Transit-Oriented Development; and the EIRs for the *Disneyland Resort Specific Plan*, the *Anaheim Resort Specific Plan*, and Anaheim GardenWalk (formerly Pointe Anaheim).

Representative Project Experience

City of Wildomar, Jurupa Valley, City of Eastvale, and Menifee Valley Incorporation Projects Initial Studies/Mitigated Negative Declarations, Riverside County: Ms. Kelly served as the Principal-in-Charge for three Initial Study/Mitigated Negative Declarations (MNDs) under contract with the Riverside Local Agency Formation Commission for the incorporation of the community of Wildomar; the incorporation of Jurupa Valley; the incorporation of the City of Eastvale; and the incorporation of Sun City, Quail Valley, and Menifee into the City of Menifee Valley in Riverside County. Ms. Kelly analyzed key issues including population, housing, and public services. This project posed to voters the question of whether or not the communities would incorporate and allow municipal decisions to pass from the County of Riverside to the newly formed cities. As of 2011, all three locations were incorporated into new cities.

Aviation Station Transit-Oriented Development, Environmental Impact Report, Los Angeles County: Ms. Kelly served as the Principal-in-Charge for the preparation of an EIR for a mixed-use, transit-oriented project on 5.9 acres located in unincorporated Los Angeles County and the City of Los Angeles, near the intersection of Interstate (I) 105 and I-405. The project involves the demolition of existing land uses and the construction of an urban mixed-use development that will include 26,500 square feet (sf) of ground-floor commercial and 393 multi-family residential units. The approved project relocates the Los Angeles County Metropolitan Transportation Authority (Metro) bus terminal from the southern side of Metro's Green Line Aviation/Los Angeles International Airport station to the northern side of the station. The project involves Metro and the California Department of Transportation (Caltrans) District 7, and will require the de-annexation of property from the City of Los Angeles annexation into the County of Los Angeles. The project will also require

the reconfiguration of Metro's Park and Ride lot, a Caltrans vehicle service lot, and employee parking to accommodate the project design. Project entitlements include a General Plan Amendment, Conditional Use Permit and zone change, and approvals from the Airport Land Use Commission and the Local Agency Formation Commission for the County of Los Angeles.

NorthLake Specific Plan Supplemental Environmental Impact Report: Ms. Kelly is currently serving as the Principal-in-Charge for the preparation of a Supplemental EIR to the NorthLake Specific Plan EIR (certified in 1992) and the One Valley One Vision Program EIR (certified in 2012) for implementation of the previously approved NorthLake Specific Plan project. The project involves development of an approximately 1,330-acre project site in unincorporated northwest Los Angeles County in accordance with the previously approved NorthLake Specific Plan. The project involves the construction and operation of a mix of single-family units, multi-family units, commercial uses, industrial uses, recreational uses and open space, and school and park facilities. Ms. Kelly is providing project oversight as well as quality assurance and quality control for the SEIR and all related technical reports.

Mixed-Use Development Environmental Impact Reports, Westlake Village: Ms. Kelly acted as the Project Manager for the concurrent preparation of two EIRs for high-intensity, mixed-use developments in Westlake Village. One report involved a 131-acre parcel planned for residential and business park uses surrounding an existing cemetery. The second EIR evaluated a proposal to convert 57 acres of a 91-acre, 18-hole golf course to commercial, business park, and community-related uses while retaining a 9-hole golf course.

Anaheim Mixed-Use Hotel and Resort Mitigated Negative Declaration: Ms. Kelly was the Principal-in-Charge for this project, which consisted of a MND for a 250-room hotel and an additional 75,593 sf of supporting retail, spa, conference/meeting room(s), restaurants, nightclubs, lounges, and hotel offices. The MND included air quality, climate change, and noise analyses. BonTerra worked closely with City staff and the developer to incorporate project features to minimize greenhouse gas emissions. The noise analysis addressed demolition, construction, and long-term noise impacts to adjacent hotel and motel facilities.

Centennial Specific Plan and Phase One Implementation Environmental Impact Report, Los Angeles County: Ms. Kelly currently serves as the Project Manager and Principal-in-Charge of the Centennial Specific Plan EIR. The EIR serves as a Program EIR for the Specific Plan and as a project-level EIR for the three Vesting Tentative Tract Maps (VTTMs) for the development of the Centennial Specific Plan, a planned new community located at the northwestern tip of Los Angeles County along the Kern County border. The proposed project involves the development of approximately 12,000 acres with approximately 23,000 residential units and up to 14 million sf of mixed urban service and employment-generating uses in addition to a variety of commercial, industrial, natural open space, and recreational land uses. A Specific Plan is the primary entitlement document that the EIR evaluates. The locations of land uses, community road networks, proposed elementary and high schools, fire and sheriff stations, transit connections, water and sewer facilities, and other public services are shown in the Specific Plan

Joan Patronite Kelly (Continued)

and form the basis for the EIR's impact analyses. The EIR also evaluates the potential impacts of developing 3 VTTMs that would constitute the first phase of construction under the Specific Plan on approximately 4,000 acres; it would involve both employment-generating land uses and residential, commercial, and public services uses.

City of Rancho Cucamonga General Plan Update Program Environmental Impact Report: Ms. Kelly served as the Principal-in-Charge for the Rancho Cucamonga General Plan Update Program EIR. The project involved an update to the 2001 General Plan, providing guidance for future development in the City of Rancho Cucamonga and its Sphere of Influence over the next 15 to 20 years. Adoption of the proposed General Plan Update allows for an increase in development potential throughout the City and the addition of transit-supported, mixed-use development along the City's main transportation corridors.

Anaheim GardenWalk (formerly Pointe Anaheim), Mitigated Negative Declaration and Subsequent Addenda: Ms. Kelly served as the Project Manager for the preparation of an MND and addenda for the Anaheim GardenWalk retail, dining, and entertainment (RDE) complex project located in Anaheim across Harbor Boulevard from Disneyland within the Resort District. The project involved a mixed-use development consisting of 565,000 sf of RDE uses; 1,050 hotel rooms and suites with accessory uses; and an associated parking structure. The project required a General Plan Amendment and an amendment to the *Disneyland Resort Specific Plan*. Key environmental issues evaluated include traffic, aesthetics, utilities, noise, and land use-related issues. After project approval, but prior to the start of construction, the project was modified, and an addendum to the CEQA document was prepared for City approval.

Medical Center Master Plan Environmental Impact Report, University of California, Irvine: Ms. Kelly served as the Principal-in-Charge of the University of California, Irvine Medical Center Master Plan EIR. This project assessed major reconstruction and additions to the Medical Center. Major issues involved in the analysis include historical building issues; traffic and parking on the site and in the surrounding area; expanded housing for employees; and infrastructure.

City of Arcadia General Plan Update Program Environmental Impact Report: Ms. Kelly served as the Principal-in-Charge for the preparation of a Program EIR for the City of Arcadia General Plan Update. The General Plan Update emphasizes the maintenance and recycling of existing land uses, as the City is largely built out. The City will accommodate the Gold Line expansion and station and anticipates the revitalization of aging commercial areas through the incorporation of mixed-use zones along major transit corridors. Additionally, the redevelopment of approximately 80 acres of existing quarry along Lower Azusa Road will be accommodated. Areas of special consideration include impacts to traffic/circulation; land use; population, employment, housing, and recreation; and water supply.

Jennifer Y. Marks

Project Manager, Environmental Services

EDUCATION

1999 / Bachelor of Science, Natural Resources, Planning and Interpretation / Humboldt State University, Arcata, CA

Jennifer Marks is a Project Manager with 15 years of experience in environmental documentation and analysis consistent with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Ms. Marks' career has focused on a wide variety of projects, including mixed-use, residential, office, and resort developments; specific plan and general plan analyses; transportation infrastructure; and various utility infrastructure projects. Throughout her career, she has worked directly with a variety of interested and affected parties including Caltrans; the U.S. Army Corps of Engineers (USACE); the U.S. Fish and Wildlife Service (USFWS); the California Department of Fish and Wildlife (CDFW); the U.S. Environmental Protection Agency (USEPA); various local planning and development departments; and independent developers. She has performed impact analyses for many environmental resource issue areas including land use, biology, water resources, air quality, noise, traffic, aesthetic resources, geology, historic and cultural resources, and hazards and hazardous materials.

Representative Project Experience

The Triangle Specific Plan Project Environmental Impact Report, Murrieta:

Ms. Marks served as the Project Manager and assisted in the management and preparation of an Environmental Impact Report (EIR) for a mixed-use development project in Murrieta. The project site is bordered by Murrieta Hot Springs Road to the north, Interstate (I) 15 on the west, and I-215 on the east. The proposed project involves approximately 1,334,000 square feet (sf) of development on approximately 61.8 acres, which would consist of "Class A" office space; potential residential uses; and commercial services such as restaurants, entertainment, parking, junior- and medium-sized anchor retail stores, a department store, and a hotel and conference facility. Key environmental issues addressed in the EIR include traffic/circulation, land use, noise, and air quality.

North Park Village Specific Plan Environmental Impact Report, Moorpark:

Ms. Marks served as an Environmental Analyst and assisted in the preparation of an EIR for the specific plan project. This proposed project would allow for the development of 1,650 residential dwelling units on 769.7 acres of the 3,586.3-acre site. Other proposed related and supporting uses would include a 5-acre neighborhood commercial center; a 12-acre school site; a 29.1-acre public youth sports park; 2 additional public parks; 10 private parks; a publicly accessible 52-acre lake; a fire station site; and a day care/church site. Ancillary land uses would include, but are not limited to, water reservoirs, detention basins, and a fire service helispot.

Newport Banning Ranch Environmental Impact Report, Newport Beach:

Ms. Marks assisted in the preparation of an EIR for the Newport Banning Ranch project. The highly controversial project would allow for the development of 1,375 residential dwelling units; 75,000 sf of commercial uses; a 75-room resort inn; and approximately 51 acres of public parks

on the 401-acre oilfield site. Approximately 252 acres (approximately 63 percent) are proposed for permanent open space including restored habitat, public trails, and consolidated oil production facilities. Upon the future cessation of oil operations, the oil consolidation sites would be remediated and converted to an open space use. Roads would be extended through the site to provide new north-south and east-west connections. The EIR addresses all topical issues with the exception of agricultural resources. Project implementation required approvals from the City including a General Plan Circulation Element Amendment, a Master Development Plan, a zone change, a Planned Community Development Plan, a Development Agreement, and a Tract Map.

The Ranch Plan Program Environmental Impact Report, Orange County: Ms. Marks served as an Environmental Analyst and assisted in the preparation of a Program EIR for the proposed Ranch Plan located in southern Orange County. The project involved the development of 23,000 acres with 14,000 residential units; a variety of commercial, industrial, and recreational land uses; and the dedication of approximately 13,000 acres of open space. While the Program EIR focuses on a variety of environmental issues, Ms. Marks' efforts focused on water and wastewater utilities, agricultural resources, cultural resources, and recreation.

North Park Village Specific Plan Environmental Impact Report, Moorpark: Ms. Marks served as an Environmental Analyst and assisted in the preparation of an EIR for the specific plan project. This proposed project would allow for the development of 1,650 residential dwelling units on 769.7 acres of the 3,586.3-acre site. Other proposed related and supporting uses would include a 5-acre neighborhood commercial center; a 12-acre school site; a 29.1-acre public youth sports park; 2 additional public parks; 10 private parks; a publicly accessible 52-acre lake; a fire station site; and a day care/church site. Ancillary land uses would include, but are not limited to, water reservoirs, detention basins, and a fire service helispot.

Pelican Industrial Project Environmental Impact Report, Perris: Ms. Marks was the Project Manager for the preparation of an EIR for the Pelican Industrial project. The project area encompasses approximately 31.3 acres and the project consists of the construction and operation of up to 600,000 gross square feet (gsf) of light industrial warehouse uses, including 1 high-cube warehouse facility and 1 light industrial building. Roadway and infrastructure improvements are proposed to serve the project in addition to surface parking; drainage and water quality improvements; and landscaping. Key environmental issues addressed in the EIR include traffic, noise, and hydrology and water quality.

Centennial Specific Plan and Phase One Implementation Environmental Impact Report, Los Angeles County: Ms. Marks served as an Environmental Analyst for the Centennial Specific Plan project located at the northwestern tip of Los Angeles County along the Kern County border. The project involves the development of approximately 12,000 acres with approximately 23,000 residential units and up to 14 million sf of mixed urban service and employment-generating uses in addition to a variety of commercial, industrial, natural open space, and recreational land uses. Ms. Marks has assisted in drafting the Public Services, Population and Housing, and Hazards sections and managing revisions of

Jennifer Y. Marks (Continued)

the Project Description, Land Use and Related Planning Programs section, Climate Change section, and Alternatives for the Specific Plan Program EIR.

Rancho Cucamonga Industrial Area Specific Plan 18, Amendments and Addenda to a Prior Environmental Impact Report, Rancho Cucamonga: Ms. Marks served as the Assistant Project Manager for the Rancho Cucamonga Industrial Area Specific Plan 18 Amendments and Addenda to a prior EIR. Two applicants proposed the development of apartment projects on sites designed for office uses in the Specific Plan area. Ms. Marks prepared addendums to the prior EIR for each project, and the environmental documentation focused on land use compatibility, traffic, and changes in service and utility requirements. The 1984 Specific Plan was rewritten and updated to reflect changes in site development conditions and proposed land uses in the Specific Plan area.

City of Anaheim Planning Department On-Call Services for Environmental Services, Anaheim: Ms. Marks has worked with the City of Anaheim Planning Department through multiple on-call service contracts since she began with BonTerra in 2000 to present. Project work has included preparation of the following:

- Initial Study/Mitigated Negative Declarations (IS/MNDs) for six hotel and mixed use projects within the Anaheim Resort Specific Plan (ARSP);
- IS/MND for the ARSP Amendment No. 7 for the Inclusion of Residential Uses in two targeted areas within the ARSP area;
- four separate addendums to the original IS/MND for the Anaheim GardenWalk Retail/Dining/Entertainment Complex project (formerly known as the Pointe Anaheim Lifestyle Retail and Entertainment Complex) located in Anaheim across Harbor Boulevard from the Disneyland Resort;
- two addenda to the ARSP Master EIR for the Anaheim Convention Center Grand Plaza and the Nigel Cast Lot;
- two separate validation reports for the ARSP Master EIR No. 313; and
- a Supplemental EIR for Amendment No. 14 to the ARSP which updated the ARSP Master EIR prepared in 1994.

Mountain Park Development Project Environmental Impact Report, Anaheim: Ms. Marks served as an Environmental Analyst and assisted in the preparation of the Mountain Park EIR for the proposed Mountain Park Specific Plan project located in the City of Anaheim and unincorporated Orange County within the City of Anaheim's sphere of influence. Ms. Marks assessed impacts related to recreation, water, wastewater, utilities, and infrastructure.

Jillian K. Neary

Environmental Analyst

EDUCATION

1997 / Bachelor of Arts, Geology, Indiana University-Purdue University at Indianapolis, IN

Jillian K. Neary is an Assistant Project Manager with over 15 years of experience in environmental analysis and land use investigation, including 12 years in the preparation of environmental compliance documents pursuant to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and associated State and federal regulations for both private- and public-sector clients throughout Southern California. Additionally, Ms. Neary has performed subsurface investigations and underground storage tank removals and has prepared Phase I and Phase II Environmental Site Assessments for over 40 sites in central Indiana. She has evaluated the potential for environmental impacts on all CEQA topics, providing particular expertise in aesthetics, agriculture resources, geology and soils, hazardous materials, natural resources, and.

Representative Project Experience

West Desert Hot Springs Master Drainage Plan Program Environmental Impact Report, Riverside County: Ms. Neary assisted in the preparation of the West Desert Hot Springs Master Drainage Plan (MDP) Environmental Impact Report (EIR). The Riverside Flood Control and Water Conservation District, in conjunction with the Cities of Palm Springs and Desert Hot Springs, have developed an MDP for portions of these cities and unincorporated County areas that are not covered by existing plans. The MDP includes both regional and local infrastructure, including development of a levee system for the Morongo Creek; expansion of the drainage channel for Mission Creek; construction of an all-weather bridge crossing; and creation of numerous detention basins throughout the watershed. The project area is partially located within the Coachella Valley Multiple Species Habitat Conservation Plan area. Areas of special consideration include inter-agency coordination among the District, the County, the cities, and the Coachella Valley Association of Governments; land use impacts associated with revised floodplains and proposed flood control facilities; and hydrology/water quality impacts of project implementation. Ms. Neary prepared the aesthetics, hazards, traffic, and utilities analyses.

Northlake Specific Plan Environmental Impact Report, Los Angeles County: Ms. Neary assisted in the preparation of the Draft EIR for revisions to the approved Northlake Specific Plan and in the implementation of Phase I of the project. This effort included incorporating several rounds of refinements to a variety of EIR sections based on continuing revisions to the project description and the approach to the CEQA documentation, and responding to multiple rounds of County comments. She also assisted in preparing the Response to Comments and Mitigation Monitoring Program documentation for the project.

Newport Banning Ranch Environmental Impact Report, Newport Beach: Ms. Neary assisted in the preparation of Newport Banning Ranch EIR. Ms. Neary prepared the hazardous materials EIR analysis, which is unusually detailed and complex due to the site's history of oilfield

operations and planned conversion of public land uses. The project would allow for the development of up to 1,375 residential dwelling units; 75,000 square feet (sf) of commercial uses; a 75-room resort inn; and approximately 52 acres of public parks on the 401-acre site. Approximately 252 acres (approximately 63 percent) of the Project site are proposed for permanent open space including approximately 20 net acres within 2 sites for continued oil production facilities. Upon the future cessation of oil operations, these oil consolidation sites would be abandoned and remediated so that the consolidation area can be converted to an open space use.

Centennial Specific Plan Environmental Impact Report, Los Angeles County: Ms. Neary is assisting in the preparation of the Program EIR for the Specific Plan and as a project-level EIR for the Centennial Specific Plan, a planned new community located at the northwestern tip of Los Angeles County along the Kern County border. The 12,000-acre site is proposed for approximately 23,000 residential units and up to 14 million sf of mixed urban service and employment-generating uses in addition to a variety of commercial, industrial, natural open space, and recreational land uses. Ms. Neary managed the preparation of the geotechnical, hazards, fire safety, land resources, noise, visual resources, parks and recreation, dry utilities, and other public service analyses. This effort included extensive coordination with the project team and multiple revisions based on ongoing Client and County review.

Tesoro del Valle Phases B and C Project, Los Angeles County: Ms. Neary is assisted in all aspects of the Supplemental EIR, which involved the buildout of Phases B and C. The project involved a density transfer of 474 unbuilt residential units from Phase A into Phases B and C without an increase to the total 1,791 residential units previously approved for the Tesoro del Valle development. Areas of special consideration include impacts to biological and jurisdictional resources, land use, and water supply. She prepared the project description, all CEQA topic analyses, and analyses for the alternatives; and prepared the cumulative impacts analysis. She also managed outreach to all affected public services and utilities and reviewed all supporting technical documentation.

City of Rancho Cucamonga General Plan Update Program Environmental Impact Report: Ms. Neary assisted in the preparation of a Program EIR for an update to the 2001 General Plan, providing guidance for future development in the City and its Sphere of Influence over the next 15 to 20 years. Adoption of the proposed General Plan Update allows for an increase in development potential throughout the City and the addition of transit-supported, mixed-use development along the City's main transportation corridors. Ms. Neary prepared the hydrology, climate change, air quality, and utilities analyses.

Tapia Ranch Environmental Impact Report, Los Angeles County: Ms. Neary assisted in the preparation of the EIR for the development of a 405-lot residential subdivision in a portion of unincorporated Los Angeles County near Santa Clarita. Ms. Neary prepared the aesthetics; cultural resources; hydrology/flooding; public services; utilities; geology; hazards; population and land use; and long-term and growth-inducing impacts sections. Areas of special consideration include impacts to biological and jurisdictional resources, aesthetic impacts, site access, wildland fire exposure, and cultural resources.

Megan Larum

Environmental Analyst

EDUCATION

2006 / Bachelor of Science, Environmental Policy Analysis and Planning / University of California, Davis, CA

Megan Larum is an Assistant Project Manager with seven years of experience in environmental documentation and analysis consistent with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Ms. Larum has strong academic training in environmental planning, with an emphasis in energy policy. She has experience with Geographic Information Systems (GIS) and has participated in permit preparation and mitigation monitoring activities. In addition, she has experience in cultural resources management and has participated in Native American Heritage Commission (NAHC) requests, record searches, and Phase I Cultural Resources Assessments.

Representative Project Experience

The Triangle Specific Plan, Environmental Impact Report, Murrieta: Ms. Larum served as the Assistant Project Manager for the preparation of an Environmental Impact Report (EIR) for The Triangle Specific Plan. The project consists of approximately 64.3 acres of mixed-use development that features an open-air retail commercial district. Proposed uses include retail uses in one or more shopping areas that blend restaurants, a mix of small and large retail stores, entertainment uses, and possibly offices located above retail uses; mid- and high-rise professional office space, served by parking structures; and hospitality uses that may include hotel rooms, conference and meeting space, dining, and its own recreational amenities. The intensity of development proposed to be allowed with The Triangle Specific Plan is regulated by the maximum gross building area for the site, building heights, property setbacks and parking requirements. The Triangle Specific Plan maintains the same maximum gross building area and allowed uses (commercial, retail, office, restaurant, theater/entertainment and hotel) as the original Specific Plan No. 276, which addressed development of the project site with approximately 1.7 million square feet of mixed uses and which was approved by the County of Riverside in 1990. Key environmental issues addressed in the EIR include traffic/circulation, land use, noise, and air quality.

Pelican Industrial Project, Environmental Impact Report, Perris: Ms. Larum served as the Assistant Project Manager for the preparation of an EIR for the Pelican Industrial Project. The project involves the construction and operation of up to 600,000 gross square feet (gsf) of light industrial warehouse uses. Two industrial buildings approximately 44 feet high are proposed. Building one would be located in the eastern portion of the site and would be approximately 480,000 gsf with 460,000 gsf of warehouse and 20,000 gsf of office space. Building 2 would be located in the western portion of the site and would be approximately 120,000 gsf with 115,000 gsf of warehouse and 5,000 gsf of office space. It is assumed that Building 1 would accommodate a high-cube warehouse/distribution center and that Building 2 would accommodate general light industrial uses. Each office building would include an outdoor employee break

Megan Larum (Continued)

area. The proposed project has been designed in compliance with the applicable Standards and Guidelines outlined in the PVCC Specific Plan.

Amendment to the Anaheim Resort Specific Plan, Supplemental Environmental Impact Report, Anaheim: Ms. Larum served as the Environmental Planner for the preparation of a Supplemental EIR for the Amendment to the Anaheim Resort Specific Plan (ARSP). The project would update the ARSP Master EIR, prepared in 1994, by addressing (1) the continued buildout of the ARSP based on current development, regulations, and technology and (2) the expansion of the Anaheim Convention Center. Key issues addressed in the Supplemental EIR include traffic and sewer capacity.

Chapman University Specific Plan Amendment No. 6, Initial Study/Mitigated Negative Declaration, Orange: Ms. Larum served as the Environmental Planner for preparation of an IS/MND for the Chapman University Specific Plan Amendment No. 6 (SPA 6) Project. Implementation of SPA 6 included the following modifications to the Specific Plan: (1) adjustment of the Specific Plan boundary to include the University-owned parcels located along the eastern side of Glassell Street between Sycamore and Walnut Avenues in order to accommodate a new performing arts center and associated uses; (2) adjustment of the Glassell Street Overlay boundary (part of the Academic 2 planning area); (3) update of the permitted uses for the Glassell Street Overlay and campus development standards (building setback, height limitations, and other regulations); (4) update of the signage guidelines to allow for signage associated with the new performing arts center; and (5) other minor modifications throughout the Specific Plan area to ensure consistency and reflect existing conditions. Key environmental issues evaluated include traffic/circulation and parking, greenhouse gas emissions, construction and operational noise, air quality, land use compatibility with adjacent residential land uses, and aesthetics.

Integra Perris Distribution Center Project Environmental Impact Report, City of Perris: Ms. Larum is currently serving as the Assistant Project Manager for the preparation of an EIR for the Integra Perris Distribution Center Project. The project area encompasses approximately 43.2 acres and the project consists of the construction and operation of one approximately 864,000 square foot industrial warehouse/distribution building, trailer and automobile parking, landscaping, roadways, and infrastructure in an area that is currently undeveloped and being used for storage. Key environmental issues to be addressed in the EIR include traffic, noise, aesthetics, air quality and health risk.

City of Rancho Cucamonga General Plan Update, Environmental Impact Report, Rancho Cucamonga: Ms. Larum served as the Environmental Planner for the Rancho Cucamonga General Plan Update. The General Plan Update would establish the overall development capacity for the City of Rancho Cucamonga and its Sphere of Influence. This document will serve as a long-range policy document for determining the appropriate look, feel, and experience in the City. The proposed General Plan Update addresses six of the seven State-mandated General Plan elements and other issues that are important to the community.

James P. Kurtz

Air Quality, GHG, and Noise Manager

EDUCATION

1961 / Bachelor of Science, Engineering, University of California, Los Angeles, CA

CERTIFICATIONS

Certified Acoustical and Air Quality Consultant, San Diego County, 1993 to present

James Kurtz, Air Quality, Green House Gas (GHG), and Noise Manager, is an Engineer with over 25 years of technical and project management experience. He has performed air quality analyses since 1974, acoustic analyses since 1989, and climate change/GHG analyses since 2007 for general and specific plans; residential, commercial, industrial and infrastructure projects; interstate highways and major roadways; educational and institutional developments; commuter rail lines; and major utility installations. Most of these studies were for federal, State, and local environmental documents according to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements. Project end users have included cities and counties, water districts, educational institutions, transportation agencies, private developers, the U.S. Navy, the U.S. Marine Corps, the Federal Aviation Administration (FAA), Utility Companies, Native American tribes, and the National Park Service.

Representative Project Experience

Rancho Cucamonga 2010 General Plan Update Environmental Impact Report and Technical Reviews, Rancho Cucamonga: Mr. Kurtz was the Air Quality and Noise Manager for the Rancho Cucamonga 2010 General Plan Update (Update). He conducted technical peer reviews of air quality, GHG emissions, and noise impacts analyses and coordinated the GHG emissions analysis with the City's ongoing Green Team Sustainability Action program. Additionally, Mr. Kurtz supervised the preparation of the air quality, GHG, and noise sections of the Update Environmental Impact Report (EIR). The update to the 2001 General Plan will provides guidance for future development in the City and its Sphere of Influence over the next 15 to 20 years. Adoption of the Update would allow for an increase in development potential throughout the City and the addition of transit-supported, mixed-use development along the City's main transportation corridors.

The Triangle Mixed-Use Specific Plan Environmental Impact Report Air Quality, Greenhouse Gas, and Noise Analyses, Murrieta: Mr. Kurtz was the Air Quality and Noise Manager for this mixed-use specific plan project. The project proposed approximately 1,767,914 square feet (sf) of development on the approximately 64.3 acres, which would consist of retail uses in one or more shopping areas that blend restaurants, a mix of small and large retail stores, entertainment uses, and possibly offices located above retail uses; mid- and high-rise professional office space served by parking structures; and hospitality uses that may include hotel rooms, conference and meeting space, dining, and its own recreational amenities. Mr. Kurtz was responsible for preparing the air quality, GHG emissions, and noise analyses for this project's EIR. The analysis prescribes mitigation measures to reduce both short-term and long-term emissions of criteria pollutants and GHGs.

Newport Banning Ranch Air Quality, Noise, and Greenhouse Gas Impact Analyses, Newport Beach: Mr. Kurtz was the Air Quality and Noise

James P. Kurtz (Continued)

Manager for highly controversial master planned development. This project would allow for the development of up to 1,375 residential dwelling units; 75,000 sf of commercial uses; and a 75-room resort hotel on approximately 97 acres of the 401-acre site. Mr. Kurtz prepared the air quality and climate change/GHG impact technical analyses and supervised the preparation of the noise analysis. He also prepared the air quality, GHG, and noise EIR sections. Noise issues included impacts associated with off-site and on-site traffic; continuing oilfield operations and potential drilling of new wells near residences; operation of proposed commercial uses; and construction near existing residences. Air quality issues centered on dust control around nearby sensitive receptors and impacts from oilfield operations to future residents. The project includes an ambitious Green and Sustainable Program to reduce energy consumption and GHG emissions.

Centennial Specific Plan and Phase One Implementation Project Environmental Impact Report Air Quality Analysis, Los Angeles County: As the Air Quality and Noise Manager for the Centennial Specific Plan and Phase One Implementation project, Mr. Kurtz prepared the air quality analysis. The 12,000-acre planned community proposes 23,000 residential units and up to 14 million sf of mixed urban service and employment-generating uses in addition to a variety of commercial, industrial, natural hillside open space, and recreational land uses located at the northwestern tip of Los Angeles County along the Kern County border. Issues of interest included establishing buffers between industrial and residential uses to avoid impacts from industrial pollutant emissions.

Tesoro del Valle Environmental Impact Report Supplemental Air Quality, Greenhouse Gas, and Noise Analyses, Los Angeles County: Mr. Kurtz served as the as the Noise, Air Quality, and Greenhouse Gas Manager for a revision to the certified Final EIR. The hillside development includes 710 single-family residential dwelling units; a fire station site; parks and recreational amenities (i.e., clubhouse, pool, trails); and supporting roadway and utility infrastructure. Mr. Kurtz was responsible for the preparation of air quality, GHG emissions, and noise analyses. Areas of special consideration include the addition of a helispot in the project area to support firefighting operations and the relocation of sports fields within residential areas.

Pelican Industrial Environmental Impact Report Air Quality, Greenhouse Gas, and Noise Analyses, Perris: Mr. Kurtz was the Air Quality and Noise Manager for the industrial warehouse project. The project area encompasses approximately 31.3 acres and the project consists of the construction and operation of up to 600,000 gross square feet of light industrial warehouse uses, including one high-cube warehouse facility and one light industrial building. Mr. Kurtz prepared the air quality, GHG emissions, and noise analyses. Key environmental issues include noise from the warehouse and truck operations to an adjacent residence and toxic diesel emissions from entering, departing, and idling trucks.

Menifee Heights Development Tentative Tract 32277 Air Quality Analysis, Riverside County: Mr. Kurtz was the Senior Air Quality Engineer for the Menifee Heights Development, which proposed 359 single-family detached units on 160 acres. Mr. Kurtz prepared an air quality analysis that included a discussion of the air quality impacts of blasting and GHG emissions.

Victor M. Ortiz

Air Quality, GHG, and Noise Specialist

EDUCATION

2006 / Bachelor of Science, Earth and Environmental Science / University of California, Irvine, CA

Victor Ortiz is an Air Quality, GHG, and Noise Specialist with eight years of experience in environmental documentation and analysis consistent with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Mr. Ortiz has prepared numerous air quality impact assessments that documented air pollutant emissions and concentrations related to various public infrastructure and private development projects. He has a thorough understanding of the National and State Ambient Air Quality Standards, as well as the rules and regulations adopted by many local air districts such as the South Coast Air Quality Management District (SCAQMD). Mr. Ortiz has conducted and participated in noise analyses for various types of projects, including California Department of Transportation (Caltrans) roadway realignment and widening projects; Los Angeles Unified School District (LAUSD) school development projects; and numerous commercial, industrial, and residential developments throughout California. His expertise includes field noise monitoring and construction and operational air quality impact analyses. Mr. Ortiz has a thorough understanding of computer modeling software, including the California Line Source Dispersion Model (CALINE-4) developed by Caltrans; the mobile source emissions inventory models EMFAC2011 and OFFROAD2011 developed by the California Air Resources Board; the California Emissions Estimator Model (CalEEMod) developed for the SCAQMD by Environ; and AERMOD developed by Lakes Environmental.

Representative Project Experience

The Triangle Mixed-Use Specific Plan Project Air Quality, Greenhouse Gas Emissions, and Noise Analyses, Murrieta: Mr. Ortiz was the Air Quality Specialist for the specific plan project. The proposed project involves approximately 1,767,914 square feet (sf) of development on approximately 64.3 acres, including retail uses in one or more shopping areas with possibly offices located above retail uses; mid- and high-rise professional office space served by parking structures; and hospitality uses that may include hotel rooms, conference and meeting space, dining, and its own recreational amenities. Mr. Ortiz prepared the air quality, greenhouse gas (GHG) emissions, and noise analyses to be included in the Environmental Impact Report (EIR) for the project.

Pelican Industrial Project Air Quality and Greenhouse Gas Emissions Analyses, Perris: Mr. Ortiz served as the Air Quality Specialist for the Perris Industrial Project. The project area encompasses approximately 31.3 acres and consists of the construction and operation of up to 600,000 gross sf of light industrial warehouse uses, including one high-cube warehouse facility and one light industrial building. Mr. Ortiz prepared the air quality and GHG emissions analyses for this project. Key environmental issues include toxic diesel emissions from entering, departing, and idling trucks.

Victor M. Ortiz (Continued)

Amendment to the Anaheim Resort Specific Plan Air Quality and Greenhouse Gas Analyses: Mr. Ortiz served as the Air Quality Specialist for the Anaheim Resort Specific Plan Supplemental EIR. The project would update the Anaheim Report Specific Plan (ARSP) Master EIR, prepared in 1994, by addressing (1) the continued buildout of the ARSP based on current development, regulations, and technology and (2) the expansion of the Anaheim Convention Center. Mr. Ortiz prepared the air quality and GHG analyses for the Amendment to the ARSP Supplemental EIR.

Paseo Colorado Hotel Project, Pasadena: Mr. Ortiz serves as the Noise Specialist for the Paseo Colorado Hotel Project. The proposed project consists of various improvements to the Paseo Colorado mixed-use center in the Central District of Pasadena. The proposed project would include demolition of the existing vacant Macy's store; construction of a new 179-room hotel on the southern portion of the Macy's footprint; construction of approximately 43,700 sf of retail and restaurant space on the northern portion of the Macy's footprint; and various renovations to the remainder of the Paso Colorado center. Mr. Ortiz prepared a noise analysis and technical report for this project. Issues of concern include construction and operational noise from the project to the existing residences immediately west of the existing Macy's.

Norton Avenue Residential Development, Chino: Mr. Ortiz was the Air Quality and Noise Specialist for the Norton Avenue Residential Development in Chino. The project proposes a 39-lot, single-family residential development immediately north of State Route (SR) 60. Mr. Ortiz prepared the technical reports for air quality-greenhouse gas emissions and noise. Issues of concern were noise and air pollutant emissions from vehicles on SR-60 to the proposed residences.

Jefferson Mixed-Use Project Air Quality Technical Study, City of Los Angeles: Mr. Ortiz served as the Air Quality Specialist for the Jefferson Mixed-Use Project in the City of Los Angeles. The project involves the construction and operation of a mixed-use project consisting of 54 low-income apartment units and 9,000 sf of commercial space with 95 parking spaces on a 31,389-sf (0.72-acre) site located in the City of Los Angeles. Mr. Ortiz prepared the air quality and GHG analyses for the Air Quality Technical Study. Construction and operational emissions were modeled and localized impacts were analyzed according to the methodologies described in the SCAQMD's Localized Significance Threshold Methodology guidelines.

820 Burlington Avenue Air Quality Technical Study, City of Los Angeles: Mr. Ortiz served as the Air Quality Specialist for the 820 Burlington Avenue Project in the City of Los Angeles. The project involves the construction and operation of a new residential building consisting of 21 residential units (including 1 manager's units) and 1 level of subterranean parking on a 0.3-acre site. Mr. Ortiz prepared the air quality and GHG analyses.

Patrick O. Maxon, M.A., RPA

Cultural Resources Manager

EDUCATION

1994 / Master of Arts, Anthropology / California State University, Fullerton, CA

1987 / Bachelor of Arts, Psychology/Sociology / Towson State University, Towson, MD

PROFESSIONAL CERTIFICATIONS

Registered Professional Archaeologist (National), ID No. 11468, 1999–present

Riverside County Transportation and Land Management Agency Certified Archaeologist, Register No. 226, 2008–present

Orange County Certified Archaeologist, 1998–present

California Energy Commission Cultural Resources Specialist, 2004

Patrick O. Maxon M.A., RPA is a Registered Professional Archaeologist who meets the Secretary of Interior's standards for historic preservation programs for archaeology and who has a permit to perform work on Bureau of Land Management land. Mr. Maxon has 20 years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, ethnography, and tribal consultation. He has expertise in compliance with the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the National Historic Preservation Act (NHPA), the Archaeological Resources Protection Act, and the Clean Water Act, among others. Mr. Maxon has completed hundreds of cultural resources projects that have involved the full range of cultural resources studies. He has managed a number of projects within the jurisdiction of the U.S. Army Corps of Engineers (USACE), the Bureau of Land Management, the Bureau of Reclamation, and other federal agencies that require compliance with Section 106 of the NHPA. He has also completed projects throughout Southern California under CEQA for State and local governments and municipalities.

Representative Project Experience

Summerly Development Project Cultural Resources Monitoring, Lake Elsinore: Mr. Maxon was the Cultural Resources Project Manager for this project in Lake Elsinore. He managed the placement and work of BonTerra monitors on the project and ensured that any discovery of cultural or paleontological resources was handled appropriately. Daily field notes describing the activities performed each day were maintained by the monitors and were included in the final report. No cultural resources were observed or collected during monitoring activities, and no further cultural resources investigation was recommended unless future grading activities would impact native sediments.

Baker Ranch Development Project Archaeological Investigations, Lake Forest: Mr. Maxon is the Cultural Resources Manager for this 386-acre master-planned community that will include 2,379 residential units and 25,000 square feet of commercial development along the newly built section of Alton Parkway. He conducted an archaeological investigation, which included background research at the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton; consultation with local Native American individuals and tribes; an intensive archaeological reconnaissance survey of the project site; and closer examination of several previously recorded sites on the property. The Phase I reconnaissance showed that two sites requiring evaluation were still extant on the project site. These two sites were subsequently evaluated for significance through archaeological test excavation to characterize the areal extent, density, diversity, and integrity of any deposit. Both sites were found to be not significant. Beginning in late 2012, Mr. Maxon managed the cultural and paleontological resources components of the Mitigation Monitoring and

Reporting Program adopted for the project. Subsequent grading, still ongoing, has resulted in the recovery of hundreds of fossil specimens from the Oso Sands Member of Capistrano Formation.

Alberhill Ranch Specific Plan, Archaeological Resources Survey, Lake Elsinore: Mr. Maxon was the Cultural Resources Manager for this project. He conducted a Phase I archaeological resources survey of selected acreage that had not been previously mined on the Pacific Aggregate mine property to determine if archaeological sites are located on the property. The project was located on an approximate 1,400-acre site of vested surface mining known as Reclamation Plant 112. Of that, approximately 500 acres were located within active surface mining areas. The remaining 900 acres of vested mine areas consisted of a mixture of native coastal sage scrub habitat interspersed with evidence of mining activities spanning the past 100 years. There are 21 historic mining-related sites on the property. The historic Alberhill District, Alberhill School, and associated refuse deposits are located in the northern portion of the project site and were visited by BonTerra Archaeologists. These resources will be recorded and evaluated at a later time.

Fullerton Transportation Center Specific Plan Project Environmental Impact Report, Fullerton: Mr. Maxon conducted the CEQA cultural resources analysis for the project. This included coordinating with the Native American Heritage Commission; completing the Senate Bill (SB) 18 process; and reviewing and summarizing the results of the required literature searches. The 39-acre project site is located within and adjacent to the City of Fullerton's Central Business District. The project site contains privately and publicly owned parcels developed with residential, commercial, religious, industrial, transportation (including the Fullerton Train Station), and public parking uses. The project involves the redevelopment of the area around the Fullerton Train Station with mixed uses, including up to 1,500 residential units and 100,000 square feet each of retail and office uses.

SOCO Santa Fe Development Project, Initial Study/Mitigated Negative Declaration, Fullerton: Mr. Maxon conducted the cultural resources analysis for the SOCO Santa Fe Development Project Initial Study/Mitigated Negative Declaration (IS/MND). The project involves development of a mixed-use affordable housing development near the Fullerton Transportation Center and Amerige Park on an approximate 2.4-acre site. The project involves the construction of a mixed-use residential development, retail space, and a parking structure. The project required completion of the CEQA process on a highly expedited schedule. Mr. Maxon coordinated with the Native American Heritage Commission; initiated the SB 18 process; and reviewed and summarized the results of the required literature searches.

Stacie A. Tennant

Senior Project Manager, Biological Services

EDUCATION

1994 / Bachelor of Science, Environmental Biology / California State University, Northridge, CA

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

U.S. Fish and Wildlife Service 10(a) Permit (TE No. 834489-4) for coastal California gnatcatcher

California Department of Fish and Wildlife Letter of Agreement, Field Investigator for coastal California gnatcatcher

California Department of Fish and Wildlife – Scientific Collecting Permit (No. SC-002705)

Stacie Tennant is a Senior Project Manager and Wildlife Biologist with 18 years of experience conducting sensitive species surveys and focused surveys for the coastal California gnatcatcher, least Bell's vireo, burrowing owl, special status invertebrates, and desert tortoise throughout Southern California. She has also conducted reconnaissance surveys and habitat evaluations for Endangered, Threatened, and sensitive floral and faunal species; identified and classified plants and plant communities; processed resource agency permits; and managed projects. Ms. Tennant also knows the requirements of several multiple species plans including the Central-Coastal Natural Communities Conservation Plan (NCCP)/Habitat Conservation Plan (HCP) and the Southern Subregion HCP; the Western Riverside County and Coachella Valley MSHCPs; and the Metropolitan Bakersfield Habitat Conservation Plan (MBHCP). She has managed and/or authored the biological resources sections of numerous Environmental Impact Reports (EIRs); Biological Technical Reports; Biological Assessments (pursuant to Section 7 consultations with the U.S. Fish and Wildlife Service [USFWS]); focused surveys for sensitive species; tree reports; resource management plans; mitigation monitoring reports; Habitat Assessments and Determination of Biologically Equivalent or Superior Preservation (DBESP) Reports for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP); and general biological assessments and constraints analyses. She is proficient with the natural resources regulations of the Federal Endangered Species Act (FESA), the California Endangered Species Act (CESA), the California Environmental Quality Act (CEQA), the Clean Water Act (CWA), the Migratory Bird Treaty Act (MBTA), the *California Fish and Game Code*, and other biological statutes of regional counties and cities.

Representative Project Experience

Countryside Project General Plant and Wildlife Surveys and Jurisdictional Delineation, Riverside County: Ms. Tennant served as the Project Manager for this single-family residential development. She conducted general plant and wildlife surveys and mapped vegetation on approximately 200 acres of open space in order to identify potential impacts to biological resources and to provide mitigation measures for the project. Ms. Tennant also delineated and mapped wetlands and "Waters of the U.S."; conducted focused plant and fairy shrimp surveys; attended several meetings with the Client; and prepared supporting documentation as necessary. A Biological Technical Report was also prepared for the project.

Creekside Project Peer Reviews, Perris and Riverside County. Ms. Tennant was the Project Manager and Biologist for the Creekside project located in Perris and Riverside County. She provided peer reviews of the following reports prepared by the Project Applicant: a DBESP Report; a 90-Day Fairy Shrimp Report; a Burrowing Owl Survey Report; a Special Status Plant Survey Report; a Least Bell's Vireo Survey Report; a

Habitat Mitigation and Monitoring Plan (HMMP); and an MSHCP Consistency Analysis.

Montecito Ranch Project Biological Studies, Riverside County: Ms. Tennant was the Project Manager for this project. She managed biological tasks, including surveys for the California gnatcatcher and sensitive plants, on this 445-acre property. A 320-acre portion of the property was assessed for its value as part of a mitigation bank, and an additional 125-acre parcel was proposed for residential development. Ms. Tennant conducted an oak tree survey on the 125-acre parcel and in the area located 125 feet outside the grading limit of this parcel to determine the number of oaks to be impacted by the proposed project.

New Model Colony, The Lakes Specific Plan Project Biological Resources Surveys and Biological Technical Report, Ontario: Ms. Tennant was the Project Manager and Biologist for this project, a 362-acre project site surrounded by agricultural lands that contain row crops/nurseries and dairies/stockyards. Ms. Tennant conducted general plant and wildlife surveys; mapped vegetation; conducted focused presence/absence surveys for the burrowing owl, Delhi Sands flower-loving fly, and special status plant species; coordinated a habitat assessment; and prepared a letter report for the federally Endangered San Bernardino kangaroo rat and the Los Angeles pocket mouse, a California Species of Special Concern. In addition, she prepared all the supporting documentation for the above-listed species listed above and wrote the Biological Technical Report. The purpose of the documentation was to identify potential impacts to biological resources and to provide mitigation measures for the project, which proposes to build a single-family residential development. Issues analyzed for the project site include impacts to the Delhi sands flower-loving fly and burrowing owl.

Tapia Ranch Project Biological Technical Report, Los Angeles County: Ms. Tennant was the Biological Project Manager and Biologist for the project, which proposes construction of a single-family residential development. She conducted general plant and wildlife surveys; assisted with vegetation mapping; and completed presence/absence surveys for the coastal California gnatcatcher, least Bell's vireo, southwestern willow flycatcher, spadefoot toad, and special status plant species in order to identify potential impacts to biological resources and to provide mitigation measures for the project. A Biological Technical Report was also prepared.

Castaic Project Biological Surveys and Biological Technical Report, Los Angeles County: Ms. Tennant was the Project Manager and Ecologist for the Castaic project. She conducted general plant and wildlife surveys and assisted with vegetation mapping of approximately 300 acres of open space in order to identify potential impacts to biological resources and to provide mitigation measures for the project, which proposed to build a single-family residential development. Ms. Tennant also assisted with focused plant surveys; delineated and mapped wetlands and "waters of the U.S."; attended several meetings with the Client; and prepared supporting documentation, as necessary. Additionally, she prepared a Biological Technical Report and a Revegetation Plan for the project.

Michael Daly, PE, ENV SP

Project Manager, Water Quality

EDUCATION

1992 / Bachelor of Science, Hydrology and Water Resources / College of Engineering and Mines, University of Arizona

REGISTRATIONS

Professional Engineer / 1999 / AZ No. 33984

Envision Sustainability Professional / 2013

Professional Engineer / CA No. 63340

Michael Daly has 22 years of experience in the field of water resource design. He currently manages Psomas' utility design and hydrology/hydraulics team, which completes a variety of project types including sanitary sewer and storm drain planning and design, potable water system planning and design, utility coordination modifications, watershed floodplain studies, and flood control mitigation studies and design.

Representative Project Experience

North Spring Street Bridge Project over the Los Angeles River, City of Los Angeles: The City of Los Angeles Bureau of Engineering retained Psomas to provide the program/project management services, including the Value Analysis (VA) Study, for the widening of the North Spring Street Bridge over the Los Angeles River. Psomas was part of the initial team for the bridge widening and seismic upgrade project, responsible for the VA and constructability studies, and has been an integral part of the project from its inception. The project included hydraulic analysis of the proposed bridge improvements in support of completing Location Hydraulic Study and Hydraulic Design Report.

65th Street Transit Center Relocation Project, Sacramento Regional Transit, Sacramento: Mr. Daly served as the Hydrology/Hydraulics Lead for the preliminary engineering, design, and preparation of Plans, Specifications, and Estimates for the relocation of the existing 65th Street bus transfer facility to on street locations. The purpose of the project is to vacate the existing RT owned parcel between 65th Street and 67th Street to make way for a proposed development of this block. The project includes traffic analysis, roadway and drainage design, traffic signal and lighting design, landscaping and irrigation, utility coordination, right-of-way engineering, extensive stage construction, and traffic handling to maintain bus operations during construction.

Antelope Valley Solar Facility Watershed Study, SunPower, Antelope Valley: Mr. Daly served as the Lead Hydrologist for this project. He was responsible for completion of a detailed hydrologic and floodplain mapping study to determine flood depths, velocities, and scour potential at a proposed 4,800-acre solar facility located in Antelope Valley. The contributing watershed covered approximately 320 square miles and included both steep mountainous areas with well-defined drainages and flat valley areas with poorly or no defined drainages and slopes less than 1% in many areas. Given the unique nature of the watershed, a hydrologic model was developed, which utilized HEC-HMS to determine peak discharges in the mountainous watersheds, and FLO-2D to model and map the wide floodplains in the valley areas. Detailed mapping of floodplain depths and velocities for the project developed to allow for proper design and positioning of the proposed solar panels. The project was located in both Los Angeles and Kern Counties and the analysis had to meet the requirements of both jurisdictions.

Michael Daly (Continued)

California Energy Commission Solar Projects, Aspen Environmental, Various Locations: Mr. Daly provided support for the preparation of Staff Assessments (equivalent to an Environmental Impact Report as required by the California Environmental Quality Act [CEQA]) for Water Resources for four thermal solar projects in the California Mojave Desert (Solar Millennium Blyth, Palen, Ridgecrest, and Genesis Ford Lake). His focus was on the drainage, flood control, and erosion elements of the projects. Psomas was retained through Aspen Environmental by the California Energy Commission (CEC) as water resource experts supporting development of the four thermal solar projects, which have a combined potential production capacity of more than 2,000 MW. Mr. Daly worked closely with other project disciplines, such as the biological resources consultant, to ensure that the proposed drainage design was consistent with other project constraints and requirements. He also provided expert testimony in the hearings that led to the final certification and permitting of the projects by the CEC.

CEQA Staff Assessments, Miscellaneous Solar Projects, California Energy Commission: Mr. Daly was retained by the CEC to complete an analysis of the concept design and to prepare a Staff Assessment (equivalent to an Environmental Impact Report as required by CEQA) for four large thermal solar projects in California's Mojave Desert. The projects included the Blythe, Palen, Genesis and Ridgecrest projects. The Blythe project was typical and was a 1000-megawatt facility covering approximately 7,100 acres of Bureau of Land Management land. The project is located on an alluvial fan where flash flooding and mass erosion could impact the project.

Like all the projects, Blythe required the construction and operation of engineered collector and conveyance channels to re-route desert washes around the facility. Mr. Daly assessed in detail the potential impacts of these channels on the existing floodplain and provided extensive input into the appropriate design of the drainage facilities based on site specific characteristics. He also worked closely with the CEC Biologists to help assess potential drainage related impacts to existing flora and fauna, and assisted in developing design criteria, which facilitates (or at least does not impede) wildlife movements. Mr. Daly was also charged with developing an extensive list of “Conditions of Certification,” which will dictate the specific drainage design criteria and operational methods of the project drainage design. He participated in several workshops and evidentiary hearings with the project applicants to resolve drainage related issues.

Bruce Kirby, PE, QSD/QSP

Project Manager, Water Quality Design Manager

EDUCATION

1984 / Bachelor of Science, Civil Engineering / California Polytechnic University, Pomona

REGISTRATIONS

Professional Engineer / 1987 / CA No. 42393

2013 / Envision Sustainability Professional / ENV SP

Professional Engineer / 1993 / WA No. 30570

Professional Engineer / 1993 / OR No. 16933

Qualified SWPPP Developer / 2011 / CA No. 20900

Since 1984, Mr. Kirby has been involved in land development engineering and is a professional engineer that has directed the design of several residential, institutional, retail, commercial, industrial, and recreational projects in Orange County and throughout Southern California. These projects have included providing such services as preliminary engineering and backbone engineering design for the grading, roadway, storm drain, sewer and water infrastructure required for several large master-planned community projects in southern Orange County and was involved in the development of over 4,000 acres of multi-use projects.

Representative Project Experience

New Model Colony Backbone Infrastructure Facilities, Eastern Portion, Ontario: Mr. Kirby is serving as the Principal-in-Charge for this project. He is responsible for providing program management and construction management for this project. These facilities will include approximately 34 miles of arterial streets, backbone water and recycled transmission water mains, sewers, storm drains, and dry utilities. New Model Colony is comprised of approximately 7,676-acres consisting of 30 planning areas. The project amassed 3,500-acres and included 12 of the 30 planning areas. The ultimate uses of these historical dairy farmlands include homes, commercial buildings, business parks, recreational facilities, golf facilities, government buildings, schools, parks, and other amenities. This project also included initial site investigation, preliminary street layout, street improvement plans, and traffic engineering required in the design of the project. Survey and mapping services include the establishment of a geodetic control network of found monuments and set control to serve as a basis for the City; aerial topography covering the proposed roadway alignments and adjacent properties; cross sections of existing streets slated for improvement; a boundary survey and Record of Survey to memorialize existing monuments in the area and provide a means for monument preservation; the retracement of nine sections including the Riverside/San Bernardino County line; base mapping and title analysis of all properties impacted by roadway improvements; right-of-way engineering and acquisition support; the preparation of legal descriptions for property takes and easements; and potholing support services.

Ridgestone Apartments, Lake Elsinore: Mr. Kirby is serving as the Principal-in-Charge for this project. He is responsible for overseeing the preliminary engineering of a high-end, two-story residential apartment complex situated on 40 acres. The project features a variety of one, two, and three bedroom units with optional garages and a recreational area with pool and patio areas. The site is less than five miles from the lake and three blocks from shopping and dining. Services provided include conceptual engineering plans for utility layout, retaining walls, storm drain infrastructure, conceptual water and sewer improvements.

Bruce Kirby (Continued)

Playa Vista Development, Los Angeles: Mr. Kirby is serving as the Principal-in-Charge for this project. He is responsible for overseeing the final engineering of two master tracts of this project that created 48 master, multi-family residential lots on 78-acres. This is the largest master-planned community in the City of Los Angeles, which includes as school site and community parks. Mr. Kirby was responsible for managing and completing the preparation and securing the approval of the preliminary utility layout plans; completing the design and securing the approval of the rough grading and erosion control plans; coordinating the preparation of the major storm drain infrastructure; preparing the backbone and on-site street improvement plans; and preparing final domestic water, reclaimed water, and sewer improvement plans.

Vista Del Verde Village III, Master Water/Sewer Plan, Yorba Linda: Mr. Kirby served as the Project Engineer of the Vista Del Verde Village III development, a residential development in the City of Yorba Linda. The proposed development consists of 438 single-family residential units encompassing approximately 123-acres. Additionally, Mr. Kirby oversaw the preparation of a water and sewer facilities master plan report that was reviewed and approved by the Yorba Linda Water District. The water master plan consists of over 25,000-feet of pipe ranging from 8" diameter distribution mains to 36" diameter transmission mains covering two pressure zones, separated by a pressure reducing station. The sewer facilities are primarily 8" to 10" gravity sewers. Water and sewer hydraulic models were created and analyzed to complete the master plans.

Eastlake Village, Rancho Santa Margarita: Mr. Kirby is serving as the Project Manager for this project. He is responsible for providing engineering and design services for this 800-acre site, which includes the initial enclave of a master-planned community development. The development encompasses over 1,000 single and multi-family residential units; and sites for a private high school, a middle school and two elementary schools. The project's scope included a 40-acre lake with private beach club, seven church sites, and three park sites with in-depth parkway community landscaping. In 2000, this development was incorporated into a new city.

TownCenter Village, Rancho Santa Margarita: Mr. Kirby is serving as the Project Manager for this project. He is responsible for providing engineering and design services on this 800-acre site, which includes a retail/commercial enclave for a master-planned community development. The development encompassed over 500 single- and multi-family residential units; and includes a ten-acre central park, civic center with a public library, a meandering main street to be occupied by a theater and restaurants. He provided oversight of civil engineering services, that included preparing mass and rough grading; lot drainage reports; street and arterial highway design; plans for utilities such as sewer, water, and storm drain improvements; hydrology and hydraulic studies; and final map coordination. In 2000, this development was incorporated into a new city.

Alejandro Angel, PhD, PE, PTOE, ENV SP

Traffic Engineer

EDUCATION

2008 / Doctor of Philosophy, Civil Engineering (Transportation) / University of Arizona

2004 / Master of Science, Civil Engineering (Transportation) / University of Arizona

1999 / Bachelor of Science, Civil Engineering / Universidad EAFIT, Colombia

REGISTRATIONS

Professional Traffic Operations Engineer / 2004 / AZ No.1324

Professional Engineer / 2003 / AZ No. 40203

Professional Engineer / 2008 / CA No. 72792

Envision Sustainability Professional / 2013

AFFILIATIONS

Institute of Transportation Engineers (ITE)

Alejandro Angel is Vice President of Traffic Engineering for Psomas, a multi-disciplinary engineering firm with 400 employees headquartered in Los Angeles. He holds Master of Science and PhD degrees in traffic engineering from the University of Arizona and is a Registered Professional Engineer in Arizona and California. Dr. Angel is one of a few consultants in southern Arizona to be a certified Professional Traffic Operations Engineer (PTOE). Dr. Angel's experience includes numerous traffic engineering studies for public and private projects, safety evaluations, the development of engineering standards and policies and the planning and design of roadway and highway projects, roundabouts, traffic signal systems, and Intelligent Transportation Systems. Dr. Angel and his team have completed projects in Arizona, Utah, California, Washington, the Middle East, and South America and his research has been presented by ASCE, the Institute of Transportation Engineers (ITE), TRB, and IEEE. Dr. Angel is a past president of the Southern Arizona Chapter of the ITE and is a member of the Transportation Committee for the preparation and review of the Professional Engineer (PE) exam with NCEES. He has also served as a Transportation Engineering adjunct faculty member at the University of Arizona and received the 2009 Young Professional Achievement Award from the ITE Western District, which includes approximately 5,000 transportation engineering professionals in 13 western States.

Representative Project Experience

Anaheim Street Rehabilitation and Reconstruction, Long Beach: Dr. Angel served as an Assistant Project Manager for this project. This 4,350-foot long segment of Anaheim Street, between 9th Street and the Los Angeles River Bridge, is located in the Port of Long Beach Harbor District within the City of Long Beach. This project included the preparation of the Basis of Design Report including funding alternatives and feasibility studies, PSE design for pavement and median reconstruction, lane reconfiguration, traffic signal modifications, ADA upgrades, landscaping and beautification, and storm water improvements. Dr. Angel was responsible for the design of the traffic improvements, including the traffic control plans for construction.

Coronado Cays Entrance Improvements, Coronado: Dr. Angel is serving as the Project Manager for this project. At the lone vehicular entrance to the Coronado Cays, the Bayshore Bikeway crosses the roadway and has been the site of numerous crashes and near-misses. A public workshop was held to gather information prior to developing conceptual plans, which demonstrated multiple potential improvements for the intersection. Dr. Angel is responsible for the development of the alternatives, cost estimates, and coordination with the City and the public.

Crenshaw Traffic Signals, City of Torrance, Torrance: Dr. Angel managed the design of the signal and ITS improvements. This project consisted of designing traffic signal modification plans for Crenshaw Boulevard at 182nd Street and at the Interstate (I) 405 South on/off ramps. It also

Alejandro Angel (Continued)

included replacing loop detectors with video detection and the installation of interconnect conduit along Crenshaw Boulevard from 182nd Street to 190th Street.

Dana Point Town Center Revitalization, Dana Point: Dr. Angel is serving as a Senior Engineer providing quality control and design assistance. The City of Dana Point is advancing a downtown revitalization project. As part of this project, Psomas performed the design of signal modifications for eight intersections in the Dana Point Town Center, and conducted a planning-level analysis to provide all direct property access via alleys in the Town Center.

Harbor Boulevard and Bastanchury Road Intersection Modifications Design Build, McCarthy Building Companies, Fullerton: Dr. Angel managed the traffic engineering design of this project, which included the addition of a right-turn lane, widening of existing travel lanes on Bastanchury Road, traffic signal modifications, street lighting relocations, and the development of associated signing and pavement markings plans. The improvements were required as part of an expansion of St. Jude Medical Center in Fullerton.

Hawthorne Boulevard Rehabilitation, City of Torrance: Dr. Angel served as a Traffic Engineer for this project. He is responsible for the traffic control and staging plans for the rehabilitation of Hawthorne Boulevard, a principal north-south arterial for the South Bay region. The segment south of Pacific Coast Highway to the southerly City limit is owned and maintained by Torrance and carries 43,000 vehicles/day. It is a six-lane roadway with a raised center median. The curb lanes primarily serve as parking lanes; however, during peak hours, parking is restricted to provide three travel lanes in each direction. The pavement in the project area is severely deteriorated and requires rehabilitation and/or reconstruction. This project includes pavement rehabilitation, curb/gutter/sidewalk repairs and upgrades to curb ramps for ADA compliance. All faded signs and illuminated street name signs will be replaced, and select traffic signal equipment will be upgraded.

Loker Medical Arts Pavilion, Loker Investment Group, Los Angeles: Dr. Angel prepared a traffic study for the construction of a 65,000 square-foot medical office building adjacent to the California Medical Center. The report analyzed traffic impacts to more than 10 intersections in downtown Los Angeles, including several ramps on and off I-10 and I-110. The Critical Movement Analysis method was used to evaluate the need for mitigation at the study intersections.

Pomona/7th/Adella Roundabout Intersection Improvements, City of Coronado: Dr. Angel is serving as the Project Manager for this project. He is responsible for the design of the roundabout, as well as coordination with the City and the public. This project consists of providing a permanent design to replace the existing temporary roundabout. The intersection is heavily traveled by vehicles, pedestrians, and bicycles; is adjacent to a park; and provides direct access to multiple homes.

Aron R. Taylor, M.S., P.G., C.E.G

Principal Engineering Geologist

EDUCATION

2006 / Master of Science, Geological Sciences/California State University, Fullerton

2001 / Bachelor of Science, Geological Sciences / California State University, Fullerton

REGISTRATIONS

Professional Geologist – State of California

Certified Engineering Geologist – State of California

Qualified SWPPP Developer (QSD) – CASQA Cert. No. 00496

Qualified SWPPP Practitioner (QSP) – CASQA Cert. No. 00496

Mr. Taylor has over 13 years of experience on a wide variety of geotechnical projects. His experience includes work with a number of residential and master-planned community developers, commercial developers, public agencies, and water districts. He has worked successfully as Project Manager and Engineering Geologist for a wide variety of projects, as outlined below. His specific engineering geological experience includes large-scale grading jobs, geologic mapping, subsurface exploration, foundation investigations, landslide evaluations, liquefaction studies, groundwater investigations, seismic hazard analyses, seismic refraction and rippability studies, fault investigations, and debris flow analyses. Mr. Taylor is also proficient in the use of AutoCAD and Geographic Information Systems (GIS) for geotechnical applications.

Representative Project Experience

Esencia Project, Rancho Mission Viejo: This project consists of a 860-acre master-planned community village within Rancho Mission Viejo. Mr. Taylor provided the geotechnical studies from original Environmental Impact Report (EIR) and entitlement through final design and construction. Geotechnical studies addressed remedial grading, slope stabilization, landslide mitigation, liquefaction remediation, infiltration basins, and localized shallow groundwater.

Sendero Project, Rancho Mission Viejo: Mr. Taylor provided the Geotechnical investigation, design, and construction services for 550-acre master-planned community village. The studies addressed numerous issues including large-scale, 160-foot-deep ancient landslides, liquefaction hazards, time-delayed settlement, shallow groundwater, debris flows, existing infrastructure, and scour protection for the adjacent San Juan Creek.

The Ranch Plan Project, Rancho Mission Viejo: The Ranch Plan Project covers 23,000 acres of southeastern Orange County and is characterized by complex geologic terrain that includes the Cristianitos fault, the Mission Viejo fault, and numerous Quaternary to Jurassic geologic formations. Mr. Taylor conducted preliminary geologic investigations for the Ranch Plan EIR and entitlement. The studies included long-term groundwater monitoring studies, geologic mapping, subsurface exploration, fault trenching, and seismic refraction studies. Geotechnical studies are on-going for long-term planning and design of the sequenced 14,000-unit development.

Newport Banning Ranch Project, Newport Beach: Mr. Taylor conducted Geotechnical studies and design consultation for the 400-acre master *planned development.* The development plan includes open space preserves, parks, residential neigh*borhoods, and a resort hotel.* GMU provided the geotechnical studies to support the EIR and the entitlement process with the City of Newport Beach and other affected agencies (County of Orange, California Coastal *Commission, etc.).* The studies

addressed active traces of the Newport Inglewood fault zone, bluff stability and bluff retreat, large-scale grading operations, and groundwater.

Ladera Ranch Planned Community Project, Rancho Mission Viejo: Mr. Taylor conducted geologic mapping, grading observation, and final reporting for a portion of the 8000+ unit master-planned development. Major hillside grading operations involved complex geologic structure and large-scale ancient landslides.

Talega Village 5 Project, City of San Clemente: Mr. Taylor conducted the Geotechnical investigation and provided design and construction services for this master planned community. Geologic mapping during grading included complex geologic structure, including the Cristianitos Fault zone and numerous ancient landslides.

Crystal Cove Project, Newport Beach: Mr. Taylor provided the geotechnical investigation and geologic mapping during hillside grading for this residential development. The geologic structure included the Pelican Hills fault zone and numerous large-scale ancient landslides.

St. Michael's Abbey Project, Silverado Canyon: Mr. Taylor provided the geotechnical investigation for the EIR and entitlement through rough grade design and construction (in progress 2014). The project includes a monastery, high school, chapel, sports fields, roadways, water quality basins, and other site improvements. The geotechnical studies addressed settlement, debris flows, slope stability, liquefaction, infiltration basins for water quality, percolation for septic systems, and pavement design.

Newport Beach Country Club, Newport Beach: Mr. Taylor conducted a geotechnical investigation and provided design services for future grading and construction of residential development at the Newport Beach Country Club.

Westar Goleta Mixed Use Project, Goleta: Mr. Taylor conducted geotechnical studies, a fault investigation, and percolation testing for 23-acre mixed use site with apartments and retail buildings. Geotechnical studies supported original EIR and entitlement through final design and construction.

Attachment

B Statement of Qualifications

Company Overview

BonTerra Psomas (formerly BonTerra Consulting) is an environmental planning and resource management consulting firm that provides California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation; biological resources surveys and assessments; habitat restoration planning; regulatory services and permitting; cultural resources assessments and monitoring; air quality, greenhouse gas emissions, and noise analyses; and Geographic Information Systems (GIS) mapping and spatial analyses. BonTerra Psomas Team Leaders have worked together as a highly effective team for over 20 years providing timely and technically sound documentation to public- and private-sector clients in Central and Southern California.

Founded over 65 years ago, Psomas provides sustainably engineered solutions to clients worldwide from offices throughout California, Arizona, and Utah. As a full-service engineering, construction management, environmental, and land survey firm, we help our clients create value and deliver complex projects. The recent merger between BonTerra Consulting and Psomas allows both companies to provide clients with a wider breadth and depth of services than was possible before the merger.

Key BonTerra Psomas specialists include:

- Environmental Planners
- Botanists
- Certified Arborists
- Ornithologists
- Wildlife Biologists
- Aquatic/Fisheries Biologists
- Restoration Ecologists
- Regulatory Specialists
- Archaeologists
- Paleontologists
- Air Quality and Noise Specialists

BonTerra Psomas meets the needs of our clients by providing responsive strategic consulting and technical analyses. Our consulting services consistently provide our clients with timely and technically sound documentation that complies with regulatory and planning agency requirements. We believe in client responsiveness and quality assurance with no surprises.

BonTerra Psomas – Irvine
2 Executive Circle
Suite 175
Irvine, CA 92614
T: 714.444.9199

BonTerra Psomas – Pasadena
225 South Lake Avenue
Suite 1000
Pasadena, CA 91101
T: 626.351.2000

Psomas has office locations in California, Arizona, and Utah.

California
Culver City
Los Angeles
Riverside
Roseville
Sacramento
San Diego

California (cont.)
Santa Ana
Santa Clarita
Victorville
Walnut Creek

Arizona
Phoenix
Tucson

Utah
Salt Lake City

All photographs by BonTerra Psomas

Services

Environmental Services
- CEQA and NEPA Compliance
- Project Management
- Quality Assurance Reviews

Biological Resources
- Special Status Species Surveys
- Habitat Mapping and Assessments
- Construction Monitoring

Habitat Restoration
- California Native Habitat Planning
- Habitat Management and Monitoring Plans
- Invasive Plant Species Programs

Regulatory Services
- Jurisdictional Delineations
- Mitigation Plans
- Permit Processing and Coordination

Cultural Resources
- Records Searches, Surveys, and Assessments
- Excavations, Salvage, and Resource Recovery
- Mitigation Monitoring

Air Quality, Greenhouse Gases, and Noise
- Air Quality Analyses
- Greenhouse Gas Emissions Assessments
- Noise and Vibration Impact Analyses

GIS and Graphic Design
- Database Design
- GPS Surveys
- Shade and Shadow Modeling

BonTerra PSOMAS

Environmental Services

As a leader in the field of environmental analysis, BonTerra Psomas has helped clients navigate through the increasingly complex processes required by CEQA and NEPA.

Our work begins prior to the preparation of CEQA and NEPA documents. By encouraging involvement early in the project planning process, BonTerra Psomas provides input to clients that avoids and minimizes environmental effects and facilitates the environmental and entitlement process. Working as a team, we offer comprehensive problem-solving solutions and reports for both complex and straightforward projects. BonTerra Psomas' extensive experience in preparing environmental and planning documents has saved our clients time and money. Our solid analytical and management approaches result in comprehensive, easily understood, and legally defensible documents.

BonTerra Psomas also provides a wide range of project management services to supplement staff resources. Our senior staff members often assist clients with managing and facilitating public and private projects through managing the overall project; reviewing the quality of environmental and planning products; offering entitlement strategies; and aiding in issue resolution.

Environmental Services

CEQA and NEPA Documents

- Initial Studies (ISs)
- Negative Declarations (NDs)
- Mitigated Negative Declarations (MNDs)
- Environmental Impact Reports (EIRs)
- Environmental Impact Statements (EISs)

Preliminary Environmental Assessment Reports (PEARs)
Preliminary Environmental Studies (PES)
Constraints Analyses
Due Diligence Analyses
Scoping and Community Meetings/Public Hearings
Mitigation Monitoring Preparation and Compliance
Agency Coordination

Project Managment Services

Project Processing Strategies
Project Team Formation and Management
Quality Assurance Reviews
Development Application Preparation
Public Outreach Programs
CEQA Update Presentations
CEQA Training

BonTerra PSOMAS

Biological Resources Services

BonTerra Psomas' Wildlife Biologists and Botanists have the technical background, experience, and necessary permits to conduct special status species surveys and to ensure compliance with resource agency permits; they are also qualified to prepare biological assessments, constraints analyses, and applicable portions of CEQA and NEPA documents. Our staff proactively works with clients to minimize or avoid biological impacts whenever feasible and to design mitigation programs that meet regulatory requirements and project objectives. Our staff includes recognized experts in the fields of terrestrial wildlife biology, aquatic science, and botany. BonTerra Psomas has expertise in guiding clients through regulatory requirements, including compliance with the California Fish and Game Code, the California Endangered Species Act (CESA), the Federal Clean Water Act (CWA), and the Federal Endangered Species Act (FESA).

Special Status Surveys

Special Status Plant Species
Fairy Shrimp
Quino Checkerspot
El Segundo Blue Butterfly
Santa Ana Sucker
Unarmored Threespine Stickleback
Southern Steelhead
Arroyo Toad
Western Spadefoot
California Red-Legged Frog
Mountain Yellow-Legged Frog
Pacific Pond Turtle
Desert Tortoise
Coachella Valley Fringe-Toed Lizard
Flat-Tailed Horned Lizard
Blunt-Nosed Leopard Lizard
Coastal California Gnatcatcher
Southwestern Willow Flycatcher
Least Bell's Vireo
Burrowing Owl
Swainson's Hawk
Mohave Ground Squirrel
San Bernardino Kangaroo Rat
Pacific Pocket Mouse
Aquatic Science and Fisheries Studies
Eelgrass/Caulerpa taxifolia

Analysis, Documentation, and Implementation

Literature Reviews
Vegetation and Wildlife Surveys
Habitat Mapping
Biological Opportunities/Constraints Reports
Wildlife Corridor Movement Analyses
Biological Technical Reports
Habitat Assessments
Benthic Macroinvertebrate (BMI) Bioassessments
Caltrans Natural Environmental Studies
CEQA/NEPA Biological Resources Analyses
Agency Consultation and Regulatory Permitting
NCCP/HCP/MSHCP Compliance
Construction Monitoring
Mitigation Monitoring

BonTerra PSOMAS

Regulatory Services

BonTerra Psomas provides regulatory compliance services to assist landowners and/or project applicants in obtaining the required regulatory permits for project implementation. We have the experience and relationships to guide clients through the technical permitting processes generated by local, State, and federal environmental laws and regulations, which have jurisdiction over riparian features, special status species, and protected habitats. Our staff has extensive experience in providing the technical information necessary to provide accurate, complete, and coordinated permit applications for approval by the regulatory agencies. Our depth of staff allows for a comprehensive evaluation of resources that fosters problem solving and practical solutions to meet project goals and to comply with regulatory processes in a timely and cost-efficient manner.

Resource Agency Permit Processing and Coordination

California Department of Fish and Wildlife
- Section 1602 Streambed Alteration Agreements
- Section 2081.1 Consistency Determinations
- Section 2081(b) Take Authorizations
- CEQA Support

U.S. Fish and Wildlife Service
- Section 7 FESA Consultations/Biological Opinions
- Section 10(a) Habitat Conservation Plans (HCPs)

U.S. Army Corps of Engineers
- Section 404 Nationwide and Individual Permits
- Section 10 Rivers and Harbors Act Permits
- NEPA Support

Regional Water Quality Control Board
- Section 401 Water Quality Certifications
- Report of Waste Discharge Permits
- Construction Storm Water Pollution Prevention Plans

California Coastal Commission
- Coastal Development Permits

Regulatory Documentation

Preliminary Jurisdictional Site Assessments
Jurisdictional Delineation Reports
California Rapid Assessment Method (CRAM) Analyses
Surface Water Ambient Monitoring Program (SWAMP) Assessments
Standard Operating Procedure for Determination of Mitigation Ratios Checklists
Mitigation and Monitoring Plans
Habitat Restoration Plans
Candidate Mitigation Site Evaluations
Best Management Practices

BonTerra PSOMAS

Habitat Restoration Services

BonTerra Psomas provides habitat restoration services that include restoration planning and natural resources management. Our Habitat Restoration staff members have the necessary technical expertise and project experience to provide a variety of planning and management tasks for riparian and upland habitat types found throughout Southern and Central California. These tasks include habitat restoration design and planning, mitigation planning, restoration monitoring services, native plant recommendations, and resources management planning and implementation. BonTerra Psomas' Restoration Ecologists, Botanists, Wildlife Biologists, Regulatory Specialists, Certified Arborists, and California Rapid Assessment Method Practitioners work collaboratively with clients, resource agency staff, project engineers, landscape architects, and contractors to design and implement restoration and enhancement programs. These programs result in successful habitat establishment and compliance with resource agency requirements.

Resource Management Planning and Implementation

Habitat Creation, Restoration, and Enhancement Planning and Design
Invasive Plant Species Management Programs
Resource Management Plans
Mitigation Planning and Documentation
Resource Agency Coordination and Compliance
Conceptual and Construction-Level Restoration/Enhancement Planning
Habitat Installation and Long-Term Performance Monitoring
Plant Palette Design (Native, Drought-Tolerant, and Low-Fuel Volume)
Educational and Interpretive Programs and Brochures

California Native Habitats

Riparian Woodland/Wetlands
Coastal Sage Scrub
Coast Live Oak Woodland
Walnut Woodland
Chaparral
Native Grassland
Alluvial Scrub
Desert Habitat

BonTerra PSOMAS

Cultural Resources

BonTerra Psomas offers Cultural Resources Management services, including cultural and paleontological resources field surveys and assessments; property assessments; test and data recovery excavations; fossil salvage; and construction monitoring to comply with mitigation requirements. Services in the related disciplines of architectural history (e.g., buildings, bridges) and paleontology (fossil resources) are available in house and through highly qualified associates. BonTerra Psomas' Cultural Resources Management services and products are designed to meet the requirements of CEQA; NEPA; Section 106 of the National Historic Preservation Act (NHPA); and the standard guidelines for the Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources developed by the Society of Vertebrate Paleontology (SVP). These services are managed by a Registered Professional Archaeologist (RPA) who is qualified under federal standards set by the U.S. Secretary of the Interior for professional archaeological investigations; who is permitted to work on Bureau of Land Management lands; and who is certified by the Counties of Orange and Riverside as well as several Southern California cities.

Cultural Resources Services

Phase I Records Search and Survey Reports
Phase II Resource Evaluation Reports
Phase III Data Recovery Mitigation Reports
Phase IV Monitoring Mitigation Reports
Paleontological Assessments
State Department of Parks and Recreation (DPR) 523 Resource Record Forms
Constraints and Feasibility Analyses
Caltrans Historic Property Survey Reports (HPSRs) and all associated reports
Native American Scoping and Consultation
Construction Monitoring
Fossil Salvage

BonTerra PSOMAS

Air Quality, Greenhouse Gas Emissions, and Noise Services

BonTerra Psomas provides air quality, greenhouse gas (GHG) emissions, and noise and vibration technical analyses for projects of all sizes and types. BonTerra Psomas' goal is to assist our clients in designing projects that result in minimal air quality, GHG, and noise impacts; meet regulatory and lead agency requirements; and minimize project costs. BonTerra Psomas maintains the most recent versions of air quality and noise computer models required to meet CEQA, NEPA, Federal Highway Administration (FHWA)/California Department of Transportation (Caltrans), and local agency requirements. This capability enables our staff to provide short-term construction and long-term operational assessments. BonTerra Psomas also has the equipment and trained staff to complete noise analyses and noise monitoring for compliance with applicable requirements. As air quality, GHG emissions, and noise and vibration impacts are analyzed, BonTerra Psomas staff members work closely with clients to develop impact-reducing measures that can enhance project value.

Air Quality and Greenhouse Gas Emissions Services

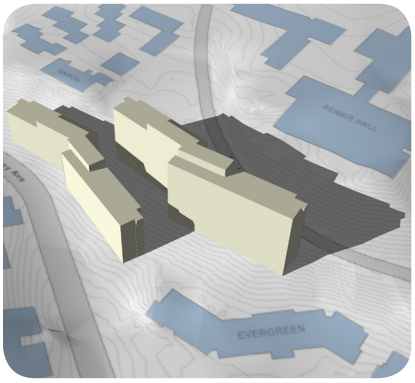
CEQA/NEPA Air Quality Analyses
CEQA/NEPA GHG Analyses
Air Quality Technical Reports
Air Quality Dispersion Modeling (CALINE, ISCST3, AERMOD)
Air Quality Emissions Calculations (CalEEMod, EMFAC, OFFROAD, AP-42)
Health Risk Analyses
GHG Technical Reports
GHG Emissions Calculations

Noise and Vibration Services

CEQA/NEPA Noise-Vibration Analyses
FHWA/Caltrans Noise Analyses
Noise and Vibration Technical Reports
General Plan Noise Elements
Noise Ordinance Assessments
Ambient and Construction Noise Monitoring
Traffic, Rail, and Stationary Source Noise and Vibration Modeling

BonTerra PSOMAS

Geographic Information Systems and Graphic Design



BonTerra Psomas' Geographic Information Systems (GIS)/Graphic Design team uses the latest GIS technology for planning, natural resources management, and impact assessments. Services provided include database design, development, spatial analyses, three-dimensional (3D) modeling with shade analysis, and high quality graphics to meet client and project needs. BonTerra Psomas implements its GIS capabilities through field personnel who are trained and equipped with Global Positioning System (GPS) devices to collect real-time, differentially corrected spatial information for project sites.

BonTerra Psomas also maintains a wide array of commercial and public datasets such as color digital aerial imagery, critical habitats, farmland, soils, census, and other planning and natural resource information. Our staff uses the most up-to-date, industry standard software to facilitate information exchange and to ensure compatibility with projects that involve multi-disciplinary design and mapping.

GIS Services

Map Production
Database Design
Data Conversion and Integration
GPS Surveys
Spatial Analyses and Mapping
3D Analyses
Shade and Shadow Modeling
Impact Assessments
View Simulations
Geocoding

Graphic Design Services

Pamphlets
Brochures
Public Communications
Signs and Banners
Presentation Materials
Web Graphics

BonTerra PSOMAS

BonTerra PSOMAS

Representative Clients

Cities
Anaheim
Apple Valley
Arcadia
Azusa
Bakersfield
Brea
Buena Park
Burbank
Chino Hills
Claremont
Corona
Costa Mesa
Dana Point
Diamond Bar
Encinitas
Fullerton
Garden Grove
Glendale
Glendora
Hemet
Huntington Beach
Irvine
La Cañada Flintridge
Laguna Beach
Laguna Niguel
La Habra
La Habra Heights
Lancaster
Lake Elsinore
Lake Forest
Long Beach
Los Angeles
Malibu
Mission Viejo
Moorpark
Murrieta
Newport Beach
Ontario
Orange
Oxnard
Palmdale
Palm Springs
Palos Verdes
Pasadena
Perris
Pico Rivera
Pomona
Rancho Cucamonga
Rancho Palos Verdes
Riverside
San Clemente
San Diego
San Dimas
San Juan Capistrano
San Marcos
Santa Ana
Santa Clarita
Seal Beach
Sierra Madre
Signal Hill
Simi Valley
Stanton
Temecula
Torrance
Tustin
Vista
Walnut
West Covina
Yorba Linda

Counties
Imperial
Kern
Los Angeles
Orange
Riverside
San Bernardino
San Diego
Ventura

Regional Agencies/ Joint Powers Authorities
Puente Hills Landfill Native Habitat Preservation Authority
Rivers and Mountains Conservancy
Watershed Conservation Authority

Transportation
Caltrans
- District 6
- District 7
- District 8
- District 12

John Wayne Airport
Long Beach Airport
Orange County Transportation Authority
Transportation Corridor Agencies

Utilities and Public Services
Los Angeles County Sanitation Districts
Orange County Sanitation Districts
Southern California Edison

Water
Castaic Lake Water Agency
Cucamonga County Water District
Irvine Ranch Water District
Joshua Basin Water District
Las Flores Water Company
Newhall County Water District
Metropolitan Water District of Southern California
Orange County Water District
Palmdale Water District
Santa Clarita Water District
Santa Margarita Water District
Yorba Linda Water District

Education
Chapman University
Las Virgenes School District
Los Angeles Community College District
University of California

Representative Clients

Irvine
Los Angeles
Riverside

Private Sector

AECOM
Allen Matkins Leck Gamble Mallory & Natsis, LLP
B & E Engineering
Best, Best & Krieger
Blue Green
Brookfield Davidson Homes
CDM Smith
Cannon
Carollo Engineers
Centennial Founders, LLC
Centex Homes
CH2M Hill
Civiltec Engineering
C.J. Segerstrom & Sons
Cox Castle & Nicholson, LLP
ENVIRON International
EPT Design
Evans-Collins Community Builders
Excel Legacy
Fieldstone Homes
Galvin Preservation Associates
Geosyntec Consultants
Gibson, Dunn & Crutcher
Harris & Associates
HDR, Inc.
Hoag Hospital
HNTB
Huitt-Zollars, Inc.
ICF
Intravia Rock and Sand, Inc.
Irvine Company
Jacobs Engineering
Jamison Engineering
KB Home Coastal, Inc.
Kimley-Horn & Associates, Inc.
KTGY
Kreuzer Consulting Group
Lennar Partners
Lewis Management Companies
Makar Properties
MBK Senior Living Communities, Ltd.
Moore, Iacofano & Goltsman (MIG)
MJW Investments
Moffatt & Nichol
MWH
Morrison & Foerster
Nossaman, LLP
Olson Company
PACE Engineering
Pardee Homes
Parsons Brinckerhoff
Parsons Transportation Group
Pelican Properties
Power Engineers
Pulte Homes
Rancho Mission Viejo
Rancho Santa Margarita Management Company
RBF Consulting, A Baker Company
Richmond American Homes
RJM Design Group
Saddleback Valley Community Church
San Juan Group
Shapell Industries
Shea Homes
Standard Pacific
Stantec
Sukut Construction
Taisei Construction Corporation
Talega Development Company
Tejon Ranch
Tetra Tech, Inc.
The Koll Company
Urban Pacific
URS Corporation
Vintage Communities
Warmington Homes
Washington Infrastructures
Wenk Associates
Willdan Associates
William Lyon Homes

BonTerra PSOMAS

EXHIBIT "B"

INSURANCE

A. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the City Manager or City Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001, ed. 10/03).

(2) Insurance Services Office form number CA 0001 (Ed. 06/92) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Professional liability insurance appropriate to the Consultant’s profession and to the work to be performed under this Agreement. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. Any professional liability policy written on a claims made basis shall be specifically endorsed to show that prior acts occurring at any time after the inception date of the Agreement will be covered. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 3-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage. A “tail” policy may be purchased as an alternative to satisfy this requirement.

2. Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(1) General Liability: $1,000,000 per occurrence, $5,000 medical per occurrence, and $2,000,000 per policy aggregate for bodily injury, personal

injury and property damage. As an alternative to the per policy aggregate, Consultant may have an aggregate limit of $1,000,000 per project apply.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of not less than $1,000,000 per accident.

(4) Professional Liability: $1,000,000 per claim and $2,000,000 aggregate. As an alternative, Consultant may maintain in full force during the terms of this Agreement, professional liability insurance coverage not less than $1,000,000 per claim and $1,000,000 annual aggregate, provided Consultant and Consultant's insurance carrier both provide to City a written statement to the effect that there are no known claims, reserves or circumstances that might impair the annual aggregate amount of Consultant's professional liability policy.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled or terminated by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City, except in the event of non-payment of a premium, in which case no less than ten (1) days prior written notice by certified mail, return receipt requested, must be given to the City.

2. General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of performance of any work under this Agreement; liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its

respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage.

(1) Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

(2) If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of the employees death, may be entitled to compensation from the City under the provisions of the Labor Code, for which compensation is claimed from the City, there will be retained out of the sums due to Consultant under this Agreement, an amount sufficient to cover such compensation as fixed by the Labor Code provisions, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance and endorsements shall be on standard Acord, Department of Insurance or Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, Consultant may provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Agreement. At any time at the written request of the City, Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section.

1. Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

2. Any deductibles or self-insured retentions exceeding five thousand dollars ($5,000) must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. The requirements as to types, limits and the City's approval of insurance coverage's to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under this Agreement.

4. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage required by this Agreement, City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due under this Agreement.

5. The maintenance by Consultant and its contractors and subcontractors of the insurance coverage's and limits of insurance provided herein is a material element of this Agreement. The failure of Consultant or any of its contractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

ATTACHMENT B

City's Request for Proposal for Consultant Services

Request for Proposals

City of Wildomar Spring Meadow Ranch Specific Plan (13-0107)

Environmental Impact Report (EIR)

Proposal Due by Monday, July 14, 2014 at 4:00 pm PST

City of Wildomar Planning Department
Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
(951) 677-7751
www.cityofwildomar.org
mbassi@cityofwildoamr.org

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I. Introduction

The City of Wildomar invites proposals from qualified firms to complete preparation and processing of an Environmental Impact Report (EIR) for the *Spring Meadow Ranch Specific Plan Project* (Project). Proposals must demonstrate relevant expertise and experience in the field of environmental analysis and have an understanding of city policy provisions. The City is seeking a consultant team under one (1) primary consultant. The EIR will be required to analyze the proposed project that consists of the following entitlements:

- General Plan Amendment – The Planning Department will require the processing of a General Plan Amendment for the proposed project to accommodate changes to the land use map and circulation element.

- Specific Plan/Specific Plan Amendment – The Planning Department will require the processing and preparation of a specific plan & an amendment to the Farm Specific Plan No. 116 for the proposed project.

- Change of Zone - The Planning Department will require will require the processing of a Change of Zone to accommodate the proposed project.

- Tentative Tract Map – The Planning Department will require will require the processing of a tentative tract map to accommodate an approximately 1,192 lot single family residential project.

- Environmental Impact Report (EIR) – The Planning Department will require will require the processing and preparation of a EIR .

A more detailed project description is as follows:

"In accordance with Section 17.08.010.B and 17.08.040.B of the Zoning Ordinance an "Initiation to amend the General Plan" was approved by the City Council in December of 2013. The request proposes to change the land use designations on approximately 792 acres within the "The Farms" Specific Plan Area and create a new Specific Plan Area identified as Spring Meadow Ranch.

The site is situated on the eastern edge of the City bounded by the City of Menifee and the County of Riverside to the east, built-out phases of The Farms to the west, single family residences and vacant land to the north; and vacant BLM lands to the south and City of Murrieta to the southeast.
Underlying land use designations for the subject site are listed in the table below. As illustrated, the existing land uses are comprised of a variety of single family land use designations with a potential residential yield of 1,203 units.

Existing Land Use Designation

Land Use	Acreage	Density	Yield/Units
EDR-RC	408	.5	205
VLDR	97	1	97
LDR	124	2	248
MDR	131	2-5	653
RM	27	-	-
OS-R	5	-	
Totals	792	-	1,203

As mentioned, the site is currently a part of the "The Farms" Specific Plan area. And is described in the specific plan as Phases 11-16. In addition, an approximately 81 acre site that is just outside of and adjacent to the specific plan boundaries will be incorporated into the overall project area. This parcel is located adjacent to Phase 7 of The Farms near Split Rail Road and Pumpkin Patch Road.

The underlying zoning for the area is R-T and R-5. Proposed zoning will be accomplished through a Specific Plan that will be the implementing document for the subject site. The Specific Plan as well as a subdivision map will be processed concurrently with the General Plan Amendment once the initiation receives authorization.

A conceptual land plan has been prepared for the subject site that is the underlying basis for the General Plan initiation request. As shown in the table below, the overall yield of residential units allowed under the existing land use designations will be retained. However, due to the re-arrangement of residential land uses and the proposed commercial, recreational and community service uses a general plan amendment is required.

Proposed Land Use Designations

Land Use	Acreage	Density	Yield/Units
MDR	403	2-5	1,192
CR	9.5	-	-
PF	4.2	-	-
CH	358.4	-	
OS-R	16.9	-	-
Totals	792	-	1,192

Spring Meadow Ranch is a master-planned residential community complete with all necessary roads, utilities and infrastructure to service the completed development. The Plan provides for a maximum of 1,192 dwelling units with an overall density of 1.5 dwelling units per acre. The project proposes a variety of single-family residential lots ranging from 5,000 to over 10,000 square foot in size. Lot sizes will be distributed throughout the project area as 5K, 6K, 7K, 8K and 10K square feet respectively.

The residential portion of the project is approximately 403 acres. Forty-seven (47) percent of the site or 375 acres would remain in open space. This open space area is comprised of approximately 358 acres of naturally preserved open space that will be designated CH and a 16.9 acre site that will be designated OS-R for a future equestrian center. In addition, a 9.5 acre site is proposed to be designated CR for a future commercial center and 4.2 acres are proposed to be designated PF for future community facilities uses.

Access into the project area will be provided at eight locations. They include six from the existing Farms subdivision, Sunset Avenue and a southerly road extension that would connect to Nutmeg Street. Both Sunset Avenue and the Nutmeg connection would entail offsite improvements. Sunset Avenue would be improved as a four-lane arterial to Bundy Canyon Road. The Nutmeg connection would traverse BLM lands and will also be constructed as a four-lane arterial. The internal loop street as well as Sunset Avenue and the southerly connection to Nutmeg Street will require and amendment to the Circulation Element

Water Supply: Water service will also be provided by the EVMWD (Elsinore Valley Municipal Water District). The applicant has also received a Sewer Service Availability Letter from RMWD for wastewater capacity.

Wastewater: Sewer service will also be provided by the EVMWD (Elsinore Valley Municipal Water District). The applicant has also received a Sewer Service Availability Letter from EVMWD for wastewater capacity. The Spring Meadow Ranch project area generally slopes from north to south. As are result of the site's hilly terrain there are two areas within the project site where small lift stations will be required to convey flow to the collection system. All sewage from the Spring Meadow Ranch project will be conveyed to the southerly project access road off Nutmeg Street.

Utilities: The Southern California Gas Company, the Southern California Edison Company will provide gas and electrical services to the subject property. Telephone service would be provided by Verizon. Waste disposal will be provided by Waste Management.

Fire Protection Services: Riverside County Fire Department will provide fire protection services for the project area. In addition, a Fire Protection Plan (FPP) will be prepared that will identify appropriate fuel modification zones to be included adjacent to the development areas. These areas are generally 100 feet wide and are outside of the biological open space preserve/easements. This plan will be subject to the review and approval of the City's fire protection service provider.

Emergency Services and Law Enforcement: Law enforcement services are provided by the County's Sheriff Department.

Schools: The Project area is situated within the Lake Elsinore Unified School District. Schools.

Recreation: The project would include approximately 22 acres of public and private park area dispersed throughout the project area. These areas will typically include clubhouses, playfields, ball courts, playgrounds and equestrian center. In addition, there well be

Open Space: On-site preserved open space totals approximately 358 acres. Public access into these natural open space areas will be restricted to public trail locations as shown on the land plan. Permitted uses in open space areas generally include resource enhancement; fuel modification zones; utility easements, rights-of-way, detention basins, water storage, transmission facilities, and passive recreation uses in designated trail areas, including jogging, hiking, picnics, bicycle and horseback riding."

II. Scope of Work

A. Introduction

The City has determined that there is substantial evidence that aspects of the project, either on its own or cumulatively, may cause a significant effect on the environment and therefore, the requirement to prepare an EIR. The EIR shall focus on those effect determined to be significant, identify the effect determined not to be significant, and explain the reasons for determining that potentially significant effects would not be significant.

Major tasks to be completed include:

1. Prepare a Notice of Preparation for the project.
2. Review the content of the applicant's project description and peer review the applicant-sponsored technical documents.
3. Not all required technical studies have been submitted with this RFP so your proposal needs to identify what additional studies are needed to begin the DEIR.
4. Participate in meetings with city technical staff and agencies and the applicant, as appropriate, including a public scoping meeting to be conducted soon after the award of the contract.

B. Preparation of Environmental Documentation

The consultant will complete the EIR.

1. Content of the Draft EIR – The EIR shall be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21000 et seq., CEQA Guidelines, Title 14, California Code of Regulations 15000 et seq. The document shall include the required elements of an EIR; however, the consultant will be expected to ensure that each required topic is adequately documented including:

a) Table of Contents
b) Summary of impacts, mitigation measures and finding in table and text formats
c) Project Description
d) Environmental Setting
e) Discussion of Environmental Impacts (direct and indirect, short and long term, singular and cumulative) formatted as follows:
    i. Setting
    ii. Impacts (include conclusive disposition of impact)
    iii. Mitigation Measures
f) Discussion of Significant Environmental Effects of the Proposed Project
    i. Significant Environmental Effects Which Cannot Be Avoided
    ii. Significant Irreversible Environmental Changes
    iii. Growth Inducing Impacts
g) Discussion of Mitigation Measures Proposed to Minimize Significant Impacts
h) Discussion of Alternatives to the Proposed Project
i) Effects Not Found to be Significant
j) Intended Uses of Document
k) Pertinent Laws, Ordinances and Regulations
l) Organizations and Person contacted/Bibliography
m) Discussion of cumulative Impacts
n) Appendices.

The consultant shall demonstrate to the City that they possess expertise in administering CEQA and that they have a strong working knowledge of planning regulations and the application of the planning process at the local level. The EIR shall reflect a complete understanding of the local entitlement process. The EIR shall also include a thorough analysis of the regulatory environment, including identification of the Wildomar Municipal Code, wherein existing regulations mitigate impacts.

2. Administrative DEIR – An Administrative Draft EIR (ADEIR) shall be submitted to the City. The ADEIR will be reviewed by the city and by the City Attorney (must be factored into the schedule and budget). The Consultant should plan on a minimum of two (2) rounds of review and revisions. Post-ADEIR submission meetings and/or conference calls may be held to discuss the draft and any required modifications.

3. Screencheck Draft – A screencheck Draft EIR shall be submitted to City staff for review. Modifications shall be incorporated prior to submittal of a Public Review Draft.

4. Draft EIR – The consultant shall prepare a Draft EIR (DEIR) that addresses comments provided by staff during the screencheck and administrative draft review processes. An electronic version of the DEIR suitable for posting on the City's website shall be provided, including all appendices. The consultant will be responsible for drafting the filing of the Notice of Completion, along with providing the necessary copies of the DEIR to the State Clearinghouse. The City will provide Notice of Availability and Public Hearing Notices and deliver the document to the library and post at City Hall. The City will also distribute the document pursuant to the Agency List developed for the NOP.

5. Response to Comments/Mitigation Monitoring & Reporting Program/Preparation of Admin Final EIR – The consultant shall prepare Responses to Comments, Mitigation Monitoring & Reporting Program and the Administrative Final EIR.

6. Preparation of Final EIR – The consultant shall prepare the Administrative Final EIR (AFEIR) for review by the City and City Attorney's office (must be factored into the schedule and budget). The Consultant should anticipate two (2) rounds of Final EIR review. The FEIR is to be a self-contained, stand-alone document in which responses to comments are both attached as an appendix to, and reflected in, the text and diagrams of the EIR, where appropriate. A mitigation monitoring and reporting plan shall be included as an appendix. The FEIR will be distributed by the City. Public Notice and hearing responsibilities will be provided by the City.

7. Progress Meetings – In addition to meeting referenced previously, the consultant shall be available to attend two (2) additional project status meetings, if necessary.

8. Public Meetings/Hearings - Members of the consultant team may be required to attend up to four (4) meetings/public hearings. The consultant should also provide the cost for additional meetings, should they be necessary.

9. Documents – For all hard copies of the documents (printed and bound) the following shall be provided:
   - Administrative draft documents: *5 hard copies (for internal staff review) & 5 CD's.*
   - Draft EIR for Agency for Distribution: State Clearinghouse CD submittal
   - Draft EIR (45-day Public Review Period):
     - *20 hard copies (20 comb-bound)*

- *20 CDs containing DEIR and Technical Appendices in MS Word and PDF versions of the Draft EIR.*
- *Two (2) full copies of the technical appendices printed (into one document – for public hearings).*

- Final EIR document (for public hearing with Commission and Council):
  - *20 hard copies (20 comb-bound)*
  - *20 CDs containing MS Word and PDF versions of the Final EIR.*

  All hard copies are to be printed double-sided in color.

10. Responsibilities of the Consultant and City:
    a) The Consultant will be responsible for preparing all notices related to the NOP process, DEIR process (i.e., Office of Planning and Research) for review by City staff.
    b) The Consultant will prepare all public hearing notices for EIR scoping meeting, Planning Commission and City Council hearings. The Applicant will provide the mailing list of property owners, residents, and stakeholders for use by the Consultant.
    c) City Staff will be responsible for posting all documents in City Hall, and on the City's website, and sending all notices to Riverside County Clerk and the Press Enterprise.
    d) Consultant and City Staff will work together on the scheduling of meetings.
    e) City Staff, including the City Attorney will be responsible for reviewing all documents related to the EIR.

11. <u>Consultant Selection and Project Schedule</u>
    - Proposal Due: Monday, July 14, 2014 (4 pm)
    - Consultant Interviews: If Needed, week of July 15 ~ 18
    - Award of Contract by Council: August 13, 2014 (tentative date)
    - Signed Contracts Due: August 20, 2014 (tentative date)
    - Tentative Project Start Date: August 27, 2014 (pending singed contract/insurance papers)

C. <u>Deadline for RFP Response</u>

The response to the Request for Proposal is to be received by the Planning Department by **4:00 pm on Monday, July 10, 2014**. Responses received after the specified time and date <u>will not</u> be considered. Respond to:

City of Wildomar, Planning Department
Attn: Matthew C. Bassi, Planning Director
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

On the envelope/package, please clearly label "**Proposal for the Spring Meadow Ranch Project EIR**." Hand-carried proposals will be accepted before the response due date/time at the above address during normal business hours, Monday through Thursday (8 – 5 pm). Faxed or emailed proposals will not be accepted.

III. Proposal Content

Consultants shall submit two (2) copies plus one (1) signed copy for a total of three (3) copies to Matthew C. Bassi, Planning Director, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595, **no later than Monday, July 14, 2014 at 4:00 pm.** Postmarks and facsimiles will not be accepted.

A. Introductory Letter

An introductory letter must be provided which identifies name, address, and telephone number of the principal person representing the prospective consultants. The person authorized to execute the contract shall sign this letter.

B. Description of Organization

A short description of the primary firm and services shall be provided, as well as any subcontractors, office locations, and a list of staff members who will work on the project.

C. Qualification and Project Team

The prospective consultant must demonstrate the experience, qualifications and resources necessary to perform the contract.

1. Overview the project team structure, including prime consultant staff and subconsultants.
2. Summarize the relevant qualifications and experience of the lead consulting firm in performing work of a similar nature and scope to the project.
3. Summarize the relevant qualifications and experience of all subconsulting firms in performing work of a similar nature and scope to their portion of the project.
4. Summarize the relevant qualifications and experience of, and provide resumes for, each team member. For each of the lead consultant staff, identify the percentage of time commitment for the project. The consultant selected for the project will be required by contract to commit these personnel through the life of the project, although the City will retain the right to request a staff change.
5. Clearly identify:
   a. The project manager who will supervise the project on a day-to-day basis;
   b. The person(s) who will attend and facilitate public meetings and make presentations; and
   c. Key personnel for subconsultants and major tasks.

D. Work Approach and Methodology

Provide a brief statement/summary expressing the firm's general approach to and understanding of the methodology proposed for fulfilling project requirements.

E. Scope of Work

Provide your firm's responses to the scope of work. This section must be detailed enough for City selection staff to evaluate your methodology and ability to perform the work requested. The proposed work program and the project schedule is to be provided. Potential strategies for addressing issues in the EIR shall be provided.

F. Schedule

The perspective consultant shall submit a detailed (estimated) schedule. It should include all elements of the scope of work program and meeting milestones. Time frames should be stated in terms of the number of calendar days or weeks required to complete the specified tasks. The schedule should include a project start-up meeting to initiate the project. The schedule shall be as aggressive as reasonable and possible and assume an immediate start date. Provide at least three (3) weeks for review of administrative draft documents by City staff and include time for meetings with City staff to discuss changes to draft documents.

G. Cost Estimate

Proposals shall include the following:

1. A not-to-exceed (NTE) maximum amount for each of the major tasks, including the response to public comments received as a result of the environmental document's circulation.
2. A detailed itemization demonstrating how the estimate was determined, including all anticipated tasks, time requirements, hourly rates, and rates for direct costs items, such as photocopying, printing, and travel expenses.
3. Assumptions for numbers of copies of documents and numbers of meetings by type (e.g. public workshop, staff meeting). Provide time and material estimates for additional items (copies, meetings) that might be requested.
4. Indirect costs or overhead should only cover those expenses that cannot be credited to any single project and should be factored in as a fixed percentage of personnel costs.

The only exception to the "not to exceed" cost shall be the response to public comments received as a result of the environmental document's circulation. If the City receives excessive comments on the draft document, then the costs will be determined on a "negotiated basis" when the draft document and comments on the project become available. Excessive comments are generally considered to be more than ten (10) commenting agencies/individuals and/or over 75 comments that require answers other than "comment noted."

The proposal must provide that prior to exceeding the approved budget, the consultant shall seek and obtain written approval from the City ***before*** such costs are incurred. Failure to get prior written approval may result in such costs being disallowed.

END

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.8
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Debbie A. Lee, CMC, City Clerk

SUBJECT: Conflict of Interest Code Amendment

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE CITY'S CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 08-61

BACKGROUND:
The Political Reform Act (Government Code sections 81000 and following) requires the City to adopt a local Conflict of Interest Code and review and update it periodically as needed. The Fair Political Practices Commission has adopted a regulation (Regulation 18730) that may be adopted by the City as its local Conflict of Interest Code. On August 27 2008, the City Council adopted Resolution 08-61, which adopted Regulation 18730 as the Conflict of Interest Code for the City, along with a list of City positions that must file annual Statements of Economic Interests (Form 700).

DISCUSSION:
The proposed resolution updates the City's Conflict of Interest Code to incorporate revisions made to Regulation 18730 subsequent to the adoption of Resolution No. 08-61, and to expressly incorporate any future revisions to Regulation 18730. This will allow the City Council to avoid having to adopt a resolution amending its Conflict of Interest Code every time the FPPC makes revisions to Regulation 18730. Also, the proposed resolution updates the list of City positions that must file a Form 700 to include the Assistant City Manager, the Assistant City Attorney, and the Measure Z Oversight Committee.

FISCAL IMPACTS:
None

Submitted by:
Debbie A. Lee, CMC
City Clerk

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Resolution

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE CITY'S CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 08-61

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES RESOLVE AS FOLLOWS:

SECTION I. Recitals.

(a) On August 27, 2008, the City Council adopted Resolution No. 08-61, adopting a conflict of interest code for the City of Wildomar.

(b) Government Code section 87306.5 requires the City to review its conflict of interest code periodically and make amendments if necessary.

(c) Fair Political Practices Regulation 18730 allows local government agencies to adopt that regulation by reference as the agency's conflict of interest code.

(d) The City has adopted Regulation 18730 as its conflict of interest code, but there have been changes to the regulation since the City Council adopted Resolution No. 08-61.

(e) The City Council intends to update its conflict of interest code to reflect the changes to Regulation 18730.

SECTION II. Resolution No. 08-61 Repealed. Resolution No. 08-61 is hereby repealed.

SECTION III. Adoption of Conflict of Interest Code. The City hereby adopts Section 18730 of Title 2 of the California Code of Regulations, as that section may be amended from time to time, and incorporates by reference the terms of Section 18730 into this resolution. Section 18730, along with Exhibit "A" (Designated Employees) and Exhibit "B" (Disclosure Categories) to this resolution, shall constitute the conflict of interest code for the City of Wildomar.

PASSED, APPROVED, AND ADOPTED this 10th day of September, 2014.

Marsha Swanson
Mayor

ATTEST:

Debbie A. Lee, CMC
City Clerk

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

EXHIBIT "A"

DESIGNATED EMPLOYEES

DESIGNATED POSITIONS

City Council Members
City Manager
Assistant City Manager
City Clerk
City Attorney
Assistant City Attorney
City Treasurer
Planning Commissioners
Measure Z Oversight Committee Members
Department Heads
Consultants*
Candidates for city council

*To be determined by City Attorney and City Manager pursuant to provisions of the California Code of Regulations.

EXHIBIT “B”

DISCLOSURE CATEGORIES

All disclosure definitions are contained in the Political Reform Act.

All designated employees shall make disclosure in the following category:

A. All investments in business entities and sources of income of the type that contract to provide services, materials, supplies, or office equipment to the City.

B. All sources of income unless otherwise exempt from disclosure by the Political Reform Act.

C. All interests in real property located within the City.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.9
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

PREPARED: Jason Farag, Assistant Engineer

SUBJECT: Grading Agreement with MSL Orange, LLC - City Project 14-0021: Tentative Tract Map 36519

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council authorize the City Engineer to:

1. Execute the Grading Agreement for TTM 36519 with MSL Orange, LLC.; and

2. Execute the Grading Agreement for TTM 36519 with the new owner once verification of new ownership is provided to the City.

BACKGROUND:
Tentative Tract Map 36519 is an approved 10-lot single family residential subdivision located on an existing single lot between Laguna Road and Orange Street. The vicinity map, Attachment A, illustrates the location of the project site and surrounding area. Tentative Tract Map No. 36519 was approved by the City's Planning Commission on December 18, 2013. The City's Public Works/Engineering Department is currently reviewing the grading and improvement plans for TTM 36519 and the plan review is almost complete.

Prior to issuing a grading permit, the developer is required to enter into a Grading Agreement, Attachment B, with the City. The Grading Agreement provides a guarantee that the project grading will be accomplished.

The developer engineer's Grading Bond Estimate, in the amount of $77,500, has been accepted by the Public Works/Engineering department. At the time that this staff report was finalized, the developer had not yet provided a Faithful Performance Bond. Therefore staff requests the authorization to execute the grading agreement with the current owner upon receipt of the required bond.

There is also a change of ownership being processed between the current owner and a new owner. The new owner anticipates beginning grading activities in October 2014. In order to minimize any construction activity delays, staff requests the authorization to

execute an identical grading agreement with the new owner once verification of the new ownership and accompanying bonds are received.

FISCAL IMPACTS:
None

Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Attachment A – Aerial Image of Tentative Tract Map 36519
Attachment B – Grading Agreement

ATTACHMENT A

Figure 1 - Aerial Image of Tentative Tract Map 36519

ATTACHMENT B

AGREEMENT
FOR GRADING PROJECTS

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and MSL ORANGE LLC _____, hereinafter called Landowner.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as TRACT #36519 (PROJECT #14-0021) WILDOMAR, CA 92595 (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the Chief Building Official, and are on file in the Office of the City of Wildomar, Building Safety & Inspection Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the Chief Building Official and shall not be deemed complete until approval of the Work is made by the Chief Building Official. The estimated cost of said Work is the sum of SEVENTY SEVEN THOUSAND FIVE HUNDRED & 00/100 Dollars ($ 77,500) which covers [PICK ONE: rough grading only, precise (fine) grading only, both rough and precise (fine) grading.]

SECOND: Landowner agrees to pay to the City the actual cost of such inspections of the Work as may be required by the Chief Building Official. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the Work, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the Work specified in this agreement prior to the completion and approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the Work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this agreement, or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Landowner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the Property for the purpose of inspecting or completing the Work. This permission shall terminate in the event that Landowner has completed the Work within the time specified or any extension thereof granted by the Chief Building Official.

FIFTH: Landowner agrees at all times, up to the completion and approval of the Work by the Chief Building Official, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the Work, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the Chief Building Official at least 48 hours before beginning the Work and shall furnish the Chief Building Official all reasonable facilities for obtaining full information respecting the progress and manner of the Work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the Work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the Chief Building Official, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications for the Work, the Landowner shall be in default of this agreement. The Chief Building Official shall have the power to terminate all rights of the Landowner because of such default. The determination of the Chief Building Official of the question as to whether any of the terms of this agreement or the plans and specifications for the Work have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the City under law.

EIGHTH: The Landowner agrees to file with City prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2) and (3) of subdivision (a) of Section 66499 of the Government Code in any amount not less than the estimated cost of the Work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said Work is $2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the Chief Building Official. Landowner further agrees that if in the opinion of the Chief Building Official the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the Chief Building Official that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless the Work is completed within 90 days of the date on which the Chief Building Official notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters or credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the Work, extensions of time may be granted from time to time by the Chief Building Official either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the Work described in the first paragraph of this agreement consists of only rough or precise grading, upon the satisfactory completion and final approval of said Work by the Chief Building Official, the entire amount of the security applicable thereto shall be released or returned by City to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

TWELFTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is determined by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

[SIGNATURES ON THE FOLLOWING PAGE]

City
City of Wildomar
Building Safety & Inspection Department
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751
(951) 698-1463

Landowner
MSL ORANGE LLC
21595 MARBLE CT.
WILDOMAR, CA. 92595
Phone Number: (951) 522-2405
Fax Number: (951) 678-7952

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

By Michael S. Lesle
MICHAE S. LESLE
Date 8/27/14

City of Wildomar

By _____

Date _____

Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Riverside

On August 27, 2014 (Date) before me, Raylene A. Amann, Notary Public (Here Insert Name and Title of the Officer)
personally appeared Michael S. Lesle (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

RAYLENE A. AMANN
Commission # 1955495
Notary Public - California
Riverside County
My Comm. Expires Nov 4, 2015

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Raylene A Amann (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement for Grading Projects

Document Date: August 27, 2014 Number of Pages: 4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.10
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

PREPARED: Jason Farag, Assistant Engineer

SUBJECT: Public Improvement Agreement - McGinness Medical Building, Plot Plan 13-0007, 32299 Wildomar Road

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council authorize the City Manager to execute the Public Improvement Agreement.

BACKGROUND:
The Planning Commission approved Plot Plan 13-0007 and issued Conditions of Approval on October 2, 2013. The McGinness Medical Building, Plot Plan 13-0007, is a commercial development located at the northeast corner of Wildomar Road and Malaga Road. The vicinity map, Attachment A and Plot Plan, Attachment B illustrate the location of the project site and nature of the development.

The McGinness Project was conditioned to prepare improvement plans for Wildomar Road, post security for the improvements, and improve Wildomar Road. The project was also conditioned by Elsinore Valley Municipal Water District to install a sewer main line in Wildomar Road to connect to the existing sewer main line in Malaga Road. Prior to issuing an encroachment permit for any work within right-of-way, the applicant has been asked to enter into a Public Improvement Agreement, Attachment C. The Public Improvement Agreement provides a guarantee that the public improvements will be completed at no cost to the public.

The Public Improvement Bond Estimate is being finalized by the applicant. The Public Works/Engineering department will review the Bond Estimate for completeness and accuracy. The estimate will be the basis of bonding for the Faithful Performance Bond and Labor and Material Bond. The bonds are an attachment to the Agreement. The Agreement was not complete at the time the staff report was finalized and the applicant anticipates commencing construction prior to the October Council meeting, therefore staff requests authorization to execute the agreement once completed.

FISCAL IMPACTS:

None

Submitted by:	Approved by:
Dan York	Gary Nordquist
Assistant City Manager	City Manager

ATTACHMENTS:
Attachment A – Aerial Image of 32299 Wildomar Road (Plot Plan 13-0007)
Attachment B – Plot Plan 13-0007
Attachment C – Draft Public Improvement Agreement

ATTACHMENT A

Figure 1 - Aerial Image of Plot Plan 13-0007

ATTACHMENT B

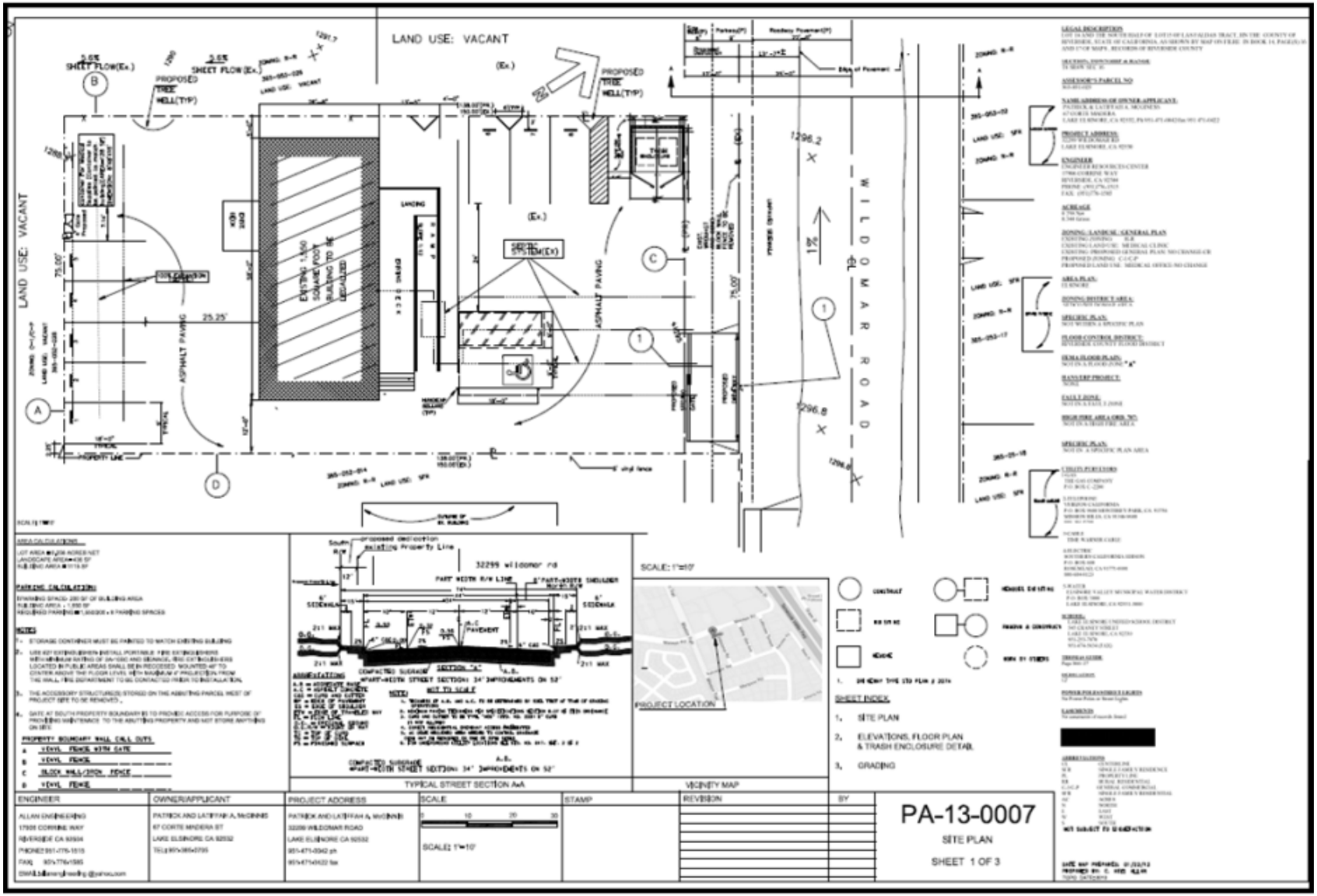


Figure 2 - Plot Plan 13-0007

ATTACHMENT C

NO FEE DOCUMENT
Government Code §6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF WILDOMAR
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: City Clerk

The Above Space For Recorder's Use Only

O.K. to accept: _____

Date: _____

Project Name: _Wildomar Road Sewer
Project Address: _32299 Wildomar Road
APN: _365-051-025-7_____
Project No.: ____PLN 13-0007 _____

PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("Agreement") is entered into this _25th_ day of _August_, 2014 by and between the City of Wildomar, a California municipal corporation ("City") and _Patrick McGinness__, a _____, ("Principal"). City and Principal may be individual or collectively referred to as a "party" or the "parties" to this Agreement.

RECITALS

A. Principal owns the real property located at ___32299 Wildomar Road___, in the City of Wildomar, California, which is more particularly described in Exhibit "A" to this Agreement ("Property").

B. Principal has applied for and obtained certain development approvals from the City to develop the Property. The development approvals and City ordinances require Principal to construct certain public improvements and dedicate those public improvements to the City after construction is complete.

C. This Agreement memorializes the understanding between the parties regarding the terms and conditions under which Principal will construct and City will accept the required public improvements.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Construction of Improvements. The Principal agrees to construct and install on the Property, at the Principal's own cost and expense, the public improvements shown on the improvement plans submitted by Principal and approved by the City on _____, 20__ ("Required Improvements"). Prior to commencing any work, Principal shall, at its sole cost and expense, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Required Improvements and performance of Principal's obligations under this Agreement. The Required Improvements shall be constructed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. Principal shall complete the construction of the Required Improvements within twelve months of the date of this Agreement.

a. Standard of Performance. Principal and its contractors, if any, shall perform all work required to construct the Required Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Principal represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Principal warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

b. Alterations to Improvements. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Required Improvements it is determined that the public interest requires alterations in the Required Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Required Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

c. Fees and Charges. Principal shall, at its sole cost and expense, pay all fees, charges, and taxes arising out of construction of the Required Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City or as required by other governmental agencies having jurisdiction over the Required Improvements.

2. Commencement of Work. The Principal shall notify the City Engineer of the commencement of work on the Required Improvements.

3. Completion of Improvements. Upon satisfactory completion of all Required Improvements as determined by the City Engineer or his or her designee (hereafter the

"City Engineer"), Principal shall offer to dedicate the Required Improvements to the City, and City agrees to accept that offer of dedication in accordance with its policies and procedures and the terms of this Agreement.

4. Title to Required Improvements. The City shall not accept the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Improvement Standards and Specifications, to the satisfaction of the City Engineer. Until such time as the Required Improvements are accepted by the City, Principal shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed. Title to and ownership of the Required Improvements shall vest absolutely in the City upon completion and acceptance in writing of such Required Improvements by City. The City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien. Prior to acceptance, Principal shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

a. Developer's Notice of Completion. Upon the acceptance of the Required Improvements by City, Principal shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Required Improvements in accordance with California Civil Code section 3093, at which time the accepted Required Improvements shall become the sole and exclusive property of City without payment therefor.

b. City Acceptance of Public Improvements. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Required Improvements.

c. Developer's Obligation to Provide As-Built or Record Drawings. Notwithstanding the foregoing, City may not accept any Required Improvements unless and until Principal provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Required Improvements. The drawings shall be certified and shall reflect the condition of the Required Improvements as constructed, with all changes incorporated therein.

5. Extension of Time to Complete Improvements.

a. The City Engineer may extend the date for completing the Required Improvements. Extensions shall be granted only upon a showing of good cause by the Principal. The City Engineer shall be the sole and final judge as to whether good cause has been shown.

b. Requests for extension of the completion date shall be in writing and delivered to the City Engineer in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the City.

c. In the event the City Engineer extends the time of completion of the Required Improvements, such extension may be granted without notice by the City to the Principal's surety and shall in no way release any guarantee or security given by the Principal pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of time, the City may require new or amended improvement security to reflect increases in the estimated costs of constructing the Required Improvements or impose other conditions to protect its interests and ensure the timely completion of the Required Improvements.

6. Inspection. Principal shall at all times maintain proper facilities and safe access for inspection of the Required Improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Principal may request a final inspection by the City Engineer or his designee. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the Required Improvements to the City. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Principal shall bear all costs of plan check, inspection and certification.

7. Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Required Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Required Improvements until approved and accepted. Any use by any person of the Required Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Principal at all times prior to City's acceptance of the Required Improvements. Principal shall maintain all the Required Improvements in a state of good repair until they are completed by Principal and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Principal's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Principal fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Principal and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Required Improvements or their condition prior to acceptance. Until final acceptance of the Required Improvements, Principal shall give good and adequate warning to the public of each and every dangerous condition existing on the Property, and will take reasonable actions to protect the public from such dangerous conditions.

8. Superintendence by Principal. Principal shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Principal shall maintain an office with a telephone and Principal or a person authorized to make decisions and to act for Principal in Principal's absence shall be available on the job site within three (3) hours of being called at such office by the City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

9. Injury to Public Improvements, Public Property or Public Utilities Facilities. Principal shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Principal shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Engineer.

10. Warranty. If, within a period of one year after final acceptance by the City of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City. As to any Required Improvements which have been repaired, replaced, or reconstructed during the Warranty, Principal and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Required Improvements. Nothing herein shall relieve Principal from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Required Improvement following expiration of the Warranty or any extension thereof. Principal's warranty obligation under this section shall survive the expiration or termination of this Agreement.

11. Defense, Indemnification and Hold Harmless. Principal shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful

misconduct of Principal, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the RequiredImprovements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Principal's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

12. Security.

a. Required Security. Concurrently with the execution of this Agreement, the Principal shall furnish the City with:

(1) Faithful Performance Security. Principal shall provide faithful performance security to secure faithful performance of this Agreement ("faithful performance" security). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$ (_____)**.

(2) Payment Security. Principal shall also provide payment security to secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for the work ("payment security"). This security shall be in the amount of fifty percent (50%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$ (_____)**, and shall secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

(3) Guarantee and Warranty Security. Principal shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$ (_____)** to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished.

(4) Monument Security. Principal shall also file with this Agreement a "monument security" in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments, as determined by the City Engineer, which total cost is in the amount of **$ (0.0)**, to guarantee and secure the placement of such monuments.

b. Additional Requirements.

(1) Any bonds submitted as security pursuant to this section shall be furnished by companies who are authorized and licensed by the Insurance Commissioner of the State of California as "admitted surety insurers," to act as surety upon bonds and undertakings. The company shall maintain in this State at least one office for the conduct of its business. Bonds must be approved by the City. The premiums for said bonds shall be paid by Principal.

(2) The bonds shall be furnished on the forms enclosed following this Agreement and shall be satisfactory to the City.

(3) The surety (or sureties) shall furnish reports as to the financial conditions from time to time as requested by the City.

(4) Alternative forms of security will be allowed upon approval of the City Engineer and shall be approved as to form by the City Attorney. All required securities shall be in a form approved by the City Attorney.

(5) No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties.

(6) The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer and as provided in this Agreement. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Principal's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

(7) The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

c. Principal's Liability. While no action of Principal shall be required in order for City to realize on its security under any security instrument, Principal agrees to cooperate with City to facilitate City's realization under any security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any security instrument or the subsequent expiration of any security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Principal shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 12.

d. Release of Security.

(1) Guarantee and Warranty Security. Any unused portion of the guarantee and warranty security may be released one year after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the amount deemed necessary by the City to correct any defects in the Required Improvements that are known or believed by the City to exist at the end of the guarantee and warranty period. Any unreleased portion of the guarantee and warranty security shall remain in full force and effect unless and until the City notifies Principal in writing that the necessary repairs have been made to the satisfaction of the City Engineer and that the warranty period has been successfully completed.

(2) Payment Security. The payment security may be released thirty-five (35) days after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 of Chapter 2 of Title 15 of Part 4 of Division 3 of the Civil Code (commencing with Section 3114), but in no event shall such security be released prior to one hundred and twenty (120) days after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

(3) Faithful Performance Security. The faithful performance security may be released upon acceptance of the Required Improvements by the City.

(4) Monument Security. The momument security may be released by written authorization of the City Engineer after all required monuments are accepted by the City Engineer, and City has received written acknowledgment of payment in full from the engineer or surveyor who set the monuments.

13. Principal's Insurance.

a. Principal Shall Maintain Insurance. Prior to the commencement of any work on the Required Improvements, and until the Required Improvements are completed and accepted by the City, Principal and its contractors shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with an A.M. Best rating of no less than A:VII.

b. Principal to Provide Evidence of Insurance. Prior to the execution of this Agreement and prior to the commencement of any work on the Required Improvements, the Principal and its contractors shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by this Agreement. Principal and its contractors shall not allow any subcontractor to commence work until similar insurance first shall have been so obtained by such subcontractor. Certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificate of insurance and endorsements shall be on standard Acord, Department of Insurance, and Insurance

Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Principal may provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Section. At any time, at the written request of the City, Principal agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer.

c. No Suspension of Insurance. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, terminated, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

d. Deductibles. Any deductibles, or self-insured retentions, exceeding five thousand dollars ($5,000) must be declared to, and approved by, the City. Upon request by the City, Principal shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

e. Coverages Shall Not Limit Obligations. The requirements as to types, limits, and the City's approval of insurance coverage to be maintained by Principal and its contractors are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Principal under the Agreement.

f. Types; Amounts. Principal and its contractors shall, at their expense, maintain in effect at all times during the term of this Agreement, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance of the following coverage and limit of insurance is a material element of the Agreement. The failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

(1) Workers' Compensation Insurance. Principal and its contractors shall maintain, during the term of this Agreement, Workers' Compensation insurance for all employees as required by Labor Code section 3700 of the State of California and Employer's Liability Act, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars ($1,000,000) per occurrence.

(2) Commercial General Liability Insurance. Principal and its contractors shall maintain during the term of this Agreement such commercial general liability insurance as shall insure the City, its elective and appointive boards and commissions, officers, agents and employees, Principal and any contractor or subcontractor performing work covered by this Agreement. The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of Principal, any contractor's or subcontractor's operations hereunder, whether such

operations are by Principal or any contractor or subcontractor or by anyone directly or indirectly employed by either Principal or any contractor or subcontractor. The amount of insurance coverage shall not be less than three million dollars ($3,000,000) per occurrence and two million dollars ($2,000,000) per policy aggregate. As an alternative to the policy aggregate the Principal may have an aggregate limit of one million dollars ($1,000,000) per project apply. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/01)" covering commercial general liability or its equivalent.

(3) Business Automobile Liability. Principal and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

g. Additional Insured; Separation of Insureds. The insurance required by this section shall name the City of Wildomar, its officers, employees, agents, boards, commissions, and volunteers as Additional Insureds with respect to liability arising out of the performance of any work under this Agreement. The insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

h. Primary Insurance. The insurance required by this section shall contain a provision or endorsement stating that insurance is Primary insurance with respects the City, its officers, employees, agents, boards, commissions, and volunteers, to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, boards, commissions, and volunteers shall be excess of the Principal's insurance and shall not contribute with it.

i. Waiver of Subrogation. All policies shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

14. Principal Not Agent of City. Neither Principal nor any of Principal's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Principal's obligations under this Agreement.

15. Default; Notice; Remedies.

a. Notice. If Principal neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Principal to be in default or violation of this Agreement and make written demand upon Principal or its surety, or both, to immediately remedy the default or violation. Principal shall commence the work

required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Principal shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Principal and its surety shall be liable to City for all costs of construction and installation of the Required Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

b. Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Principal and its surety, without the necessity of giving any further notice to Principal or surety. City's right to take such actions shall in no way be limited by the fact that Principal or its surety may have constructed any, or none of the required or agreed upon Required Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Principal or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Principal or its surety the full cost and expense incurred.

c. Other Remedies. No action by City pursuant this section shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise it rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

16. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Engineer
CITY OF WILDOMAR
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Notices required to be given to Principal shall be addressed as follows:

Patrick McGinness
67 Corte Madera, Lake Elsinore, CA 92532

17. Attorneys Fees. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all attorney's fees and costs. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of attorney's fees and costs.

18. Assignment. Principal shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19. Compliance with Laws. Principal, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement including, but not limited to, obtaining all applicable permits and licenses.

20. Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Principal of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Principal agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Required Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Required Improvements or this Agreement.

21. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Principal's rights with respect to any change in any zoning or building law or ordinance.

22. Approvals by City; Amendment. Any approval or consent that is to be given by the City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on the City. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

23. Construction and Interpretation. It is agreed and acknowledged by Principal that the provisions of this Agreement have been arrived at through negotiation, and that Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not

apply in construing or interpreting this Agreement.

24. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. The Agreement shall be recorded in the Office of the Recorder of Riverside County and shall constitute a covenant running with the land and an equitable servitude upon the subject property.

25. Actions. Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Riverside, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

26. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

27. Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Principal include all personnel, employees, agents, and subcontractors of Principal, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

28. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

29. Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

30. Effective Date of Agreement. This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Principal.

31. Relationship Between The Parties. The Parties hereby mutually agree that neither this Agreement, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Principal. Principal's contractors and subcontractors are exclusively and solely under the control and dominion of Prinicpal. Nothing herein shall be deemed to make Principal or its contractors an agent or contractor of City.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF WILDOMAR,

_____

Gary Nordquist
City Manager

PRINCIPAL:

_____

Name: Patrick McGinness

Title:_____

ATTEST:

_____

Debbie E. Lee
City Clerk

APPROVED AS TO FORM

_____

Thomas D. Jex
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

SURETY BONDS AND OTHER SECURITY

As evidence of understanding the provisions contained in this Agreement, and of the Principal's intent to comply with same, the Principal has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE SECURITY: $ _____

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

PAYMENT SECURITY: $ _____

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

MONUMENT SECURITY: $ _____

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

_STREET___ IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and __Patrick McGinness_____ ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for _____ ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Public Improvement Agreement dated _____, 2014 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ Dollars ($_____), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
Patrick McGinness	_____
(print name)	(print name)

NOTE: **APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY <u>MUST</u> BE ATTACHED TO THIS BOND.**

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

_STREET___ IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and _____Patrick McGinness_____ ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for __Street Improvements_____ ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Public Improvement Agreement dated _____, 2014 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _California_____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of _____ Dollars ($_____), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
Patrick McGinness	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY <u>MUST</u> BE ATTACHED TO THIS BOND.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.11
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Matthew Bassi, Planning Director

SUBJECT: Ordinance No. 99 Second Reading – Zoning Ordinance Amendment No. 14-02 – R-4 Code Amendment

STAFF REPORT

RECOMMENDATION
The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 99
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ADOPTING AN ADDENDUM TO THE HOUSING ELEMENT CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2013051001) IN ACCORDANCE WITH SECTION 15164 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL ZONING ORDINANCE AMENDMENT NO. 14-02 TO AMEND SECTION 17.60.030 REVISING THE MINIMUM LOT SIZE REQUIREMENTS FROM NINE (9) ACRES TO FOUR(4) ACRES FOR PROJECTS LOCATED IN THE R-4 ZONE.

DISCUSSION
The City Council approved the first reading of Ordinance No. 99 at the August 13, 2014 City Council meeting. At this time it would be appropriate for the City Council to adopt Ordinance No. 99.

FISCAL IMPACT:
None.

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS
Ordinance No. 99

ORDINANCE NO. 99

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ADOPTING AN ADDENDUM TO THE HOUSING ELEMENT CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2013051001) IN ACCORDANCE WITH SECTION 15164 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL ZONING ORDINANCE AMENDMENT NO. 14-02 TO AMEND SECTION 17.60.030 REVISING THE MINIMUM LOT SIZE REQUIREMENTS FROM NINE (9) ACRES TO FOUR(4) ACRES FOR PROJECTS LOCATED IN THE R-4 ZONE.

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: ENVIRONMENTAL DETERMINATION.

Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 through 15164 set forth the criteria for determining whether a subsequent EIR, subsequent negative declaration, or addendum should be prepared in support of further agency action on the project. In determining whether an addendum is the appropriate document to analyze the modifications to the project and its approval, CEQA Guidelines Section 15164 (Addendum to an EIR or Negative Declaration) states, “The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” Under the CEQA Guidelines, a subsequent EIR or negative declaration is to be prepared if any of the following criteria are met.

(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

The R-4 Code Amendment project does not propose any changes to existing land use designations or zone districts for any parcels not previously identified and evaluated in the Housing Element, nor does the project propose any changes to existing Housing Element policies. As shown in Table 2.0-1, the change in the zone district language to allow a 4-acre minimum affects only eight total parcels in the city. The impacts of the

four HHDR parcels were evaluated in the Housing Element EIR (SCH# 2013051001). The four existing VHDR parcels are already fully developed and are eligible to rezone to R-4 as they are larger than the current 9-acre minimum parcel size. Since the resulting change in the Zoning Ordinance text does not result in more parcels than were analyzed in the Housing Element EIR becoming eligible for rezoning, there is no potential for an increase in the severity of any of the effects evaluated in the Housing Element EIR.

(1) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

The Housing Element was adopted on December 11, 2013. Since that time, the City has not changed the existing city boundaries, modified the text of the Zoning Ordinance, or adopted a new General Plan. The project does not propose any annexation of land, nor does it increase the intensity of development beyond that previously identified in the Housing Element EIR. No substantial changes in the physical or regulatory environment have occurred in the six months since certification of the Housing Element EIR (SCH# 2013051001).

(2) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

As discussed in this Addendum, the proposed project does not result in any new adverse impacts or increase the level of any environmental impact identified in the Housing Element EIR (SCH# 2013051001). As shown in Table 2.0-1, the change in the minimum parcel size affects three of the eight parcels in the city that are designated VHDR or HHDR. The remaining parcels are already eligible for rezoning because they are larger than 9 acres. Further, the four VHDR parcels are fully developed with existing development. As a result, only the parcels identified and analyzed in the Housing Element EIR could be developed. As the change in minimum R-4 parcel size does not have the potential to result in additional units being constructed beyond those analyzed in the Housing Element EIR, the impact levels shown in Table 3.0-1 of this Addendum will not change.

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

The proposed project does not make changes to land use designations or patterns not already analyzed in the Housing Element EIR (SCH# 2013051001). Further, as shown in Table 2.0-1, the proposed project does not result in the potential for any new or denser development that was not already analyzed in the Housing Element EIR. Therefore, the project will not increase the severity of any of the environmental impacts beyond what was identified in the Housing Element EIR.

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

The proposed project represents a text change to an existing ordinance, reducing the minimum parcel size in the R-4 zone from 9 acres to 4 acres. As shown in Table 2.0-1, the only new development that will occur as a result of the text change will be on the four parcels to be rezoned to R-4 per Housing Element Action H-1.1.1. These parcels may be developed at high density and could result in up to 623 housing units as a result of the rezone. The potential development of these parcels was analyzed in the Housing Element EIR (SCH# 2013051001); therefore, there is no need for additional mitigation measures or alternatives.

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The proposed project does not make any changes to the land use designations or map, and there is no need to modify the mitigation measures contained in the Housing Element EIR (SCH# 2013051001).

(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.

As summarized above and further discussed in the Addendum, the proposed project does not make changes that would require substantial revision to the Housing Element EIR (SCH# 2013051001). In addition, circumstances have not changed significantly and no new information has become available since adoption of the Housing Element EIR on December 11, 2013 that would require revision of the Housing Element EIR.

SECTION 2. REQUIRED ZOA FINDING.

In accordance with the provisions of the Wildomar Zoning Ordinance, the following finding is offered for City Council consideration in approving Zoning Ordinance Amendment No. 14-02.

A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan in that the proposed amendment to establish the minimum lot size at four (4) acres will still allow for the quality development of a multi-family project envisioned by the Housing Element and supported by the state department of Housing and Community Development (HCD). Further, the Highest Density Residential (HHDR) land use designation, already approved for the four (4) change of zone properties as part of the Housing Element (Action H-1.1.1) , will facilitate future multi-family residential development as affordable housing as required by the General Plan. The proposed amendment is also consistent with the Zoning Ordinance in that the proposed amendment to establish the minimum lot size at four (4) acres will still allow a multi-family project to meet the development standards of the R-4 and R-3 zone districts in terms of minimum lot size, setbacks, parking, etc.

SECTION 3: AMENDMENT TO THE ZONING ORDINANCE.

Section 17.60.030 (Applicability of Provisions) is hereby amended to read in its entirety as follows:

"The R-4 zone shall not be applied to any area containing less than four (4) acres."

SECTION 4. EFFECTIVE DATE OF THE ORDINANCE.

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

SECTION 5. SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of

this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. CITY CLERK ACTION.

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 10th day of September, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.12
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Matthew Bassi, Planning Director

SUBJECT: Ordinance No. 86 Second Reading – Change of Zone No. 13-02

STAFF REPORT

RECOMMENDATION
The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 86
AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 13-02 TO CHANGE THE EXISTING ZONING DESIGNATION FROM R-R (RURAL RESIDENTIAL ZONE) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR FOUR (4) PARCELS (APN'S: 380-220-002; 370-400-009; 380-270-013 & 380-250-003-THE SOUTHERLY 10-ACRE PORTION OF SAID PARCEL)

DISCUSSION
The City Council approved the first reading of Ordinance No. 86 at the August 13, 2014 City Council meeting. At this time it would be appropriate for the City Council to adopt Ordinance No. 86.

FISCAL IMPACT:
None.

Submitted by:
Matthew Bassi
Planning Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS
Ordinance No. 86

ORDINANCE NO. 86

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 13-02 TO CHANGE THE EXISTING ZONING DESIGNATION FROM R-R (RURAL RESIDENTIAL ZONE) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR FOUR (4) PARCELS (APN'S: 380-220-002; 370-400-009; 380-270-013 & 380-250-003-THE SOUTHERLY 10-ACRE PORTION OF SAID PARCEL)

WHEREAS, on December 11, 2013, the City Council adopted and approved the 2013-2021 Housing Element for the City of Wildomar ("Housing Element") and certified the EIR prepared for the Housing Element; and

WHEREAS, the Housing Element calls for certain amendments to be made to the City's Zoning Ordinance to implement the programs and policies contained in the Housing Element; and

WHEREAS, this Ordinance amends the Zoning Map to implement the Housing Element; and

WHEREAS, the Planning Commission held a duly noticed public hearing on this Ordinance at its November 20, 2013 meeting and voted to recommend the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance at its December 11, 2013 meeting; and

WHEREAS, the potential environmental impacts of the adoption of this Ordinance are analyzed in the EIR (SCH# 2013051001) prepared for the Housing Element and certified by the City Council on December 11, 2013, because this Ordinance implements the programs and policies contained in the Housing Element.

WHEREAS, in accordance with Government Code Sections 65353, 65355 and 65090, the Planning Department, on August 1, 2014 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the August 13, 2014 Council hearing for Change No. 13-03. In addition, the Planning Department mailed the same public hearing notice to the four property owners affected by the proposed Change of Zone notifying them of the August 13, 2014 Council hearing for Change No. 13-03.

WHEREAS, the City Council held a duly noticed public hearing on Ordinance No. 86 on August 13, 2014.

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:

SECTION 1. <u>CEQA.</u>

The approval of Change of Zone No. 13-03 is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on December 11, 2013, at a duly noticed public hearing, the City Council approved and certified an Environmental Impact Report (SCH# 2013051001) reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, Planning Department, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595 and also attached as Exhibit C to the Staff Report.

SECTION 2. <u>CHANGE OF ZONE FINDING.</u>

In accordance with the State of California, Government Code Section 65853 – 65857 and Section 17.280 of the Wildomar Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, makes the following finding for the proposed Change of Zone No. 13-03.

A. The proposed change of zone is in conformance with the adopted General Plan for the City of Wildomar.

   The proposal to change the existing zoning designation from R-R (Rural Residential Zone) to R-4 (Planned Residential Zone) for four (4) parcels known as APN's: 380-220-002; 370-400-009; 380-270-013 & 380-250-003 (the southerly 10-acre portion of said parcel) is consistent with the General Plan in that the R-4 zoning category is the most appropriate zoning for all four (4) parcels to achieve the proper site design and density permitted under the Highest Density Residential (HHDR) land use designation use designation. Further, the R-4 zone category is the most appropriate zoning in that it will meet the state mandated Regional Housing Needs Assessment (RHNA) housing numbers/units as required by Southern California Association of Governments (SCAG) and the state department of the Housing and Community Development (HCD). Further this zoning category has been reviewed and accepted and HCD as part of their review of the City's Housing Element Update project and conditional approval letter.

SECTION 3: <u>AMENDMENT TO ZONING MAP</u>

The City Council, based on the finding above, hereby amends the Zoning Map to change the existing zoning designation from R-R (Rural Residential Zone) to R-4 (Planned Residential Zone) for four (4) parcels known as APN's: 380-220-002; 370-400-009; 380-270-013 & 380-250-003 (the southerly 10-acre portion of said parcel).

SECTION 4. <u>EFFECTIVE DATE OF ORDINANCE.</u>

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

SECTION 5. <u>SEVERABILITY.</u>

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. <u>CITY CLERK ACTION</u>

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this 10th day of September, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Lennar Residential Project (Planning Application No. 12-0364)

STAFF REPORT

RECOMMENDATION
The Planning Commission recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (MND) AND MITIGATION MONITORING & REPORTING PROGRAM (MMRP) FOR A CHANGE OF ZONE (PA 12-0364) FROM R-R (RURAL RESIDENTIAL) TO R-4 (PLANNED RESIDENTIAL ZONE), TENTATIVE TRACT MAP NO. 36497 (PA 12-0364) FOR THE SUBDIVISION OF 24 ACRES INTO 67 PARCELS (INCLUDING APPROVAL OF MINOR VARIATIONS IN ACCORDANCE WITH THE COUNTYWIDE DESIGN STANDARDS AND GUIDELINES) AND PLOT PLAN NO. 12-0364 (INCLUDING A FINAL SITE PLAN OF DEVELOPMENT) FOR THE DEVELOPMENT OF 67 SINGLE FAMILY RESIDENTIAL DWELLING UNITS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

2. Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
A ORDINANCE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 12-0364) FROM R-R (RURAL RESIDENTIAL) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR A 24 ACRE SITE LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

3. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 36497 (PA 12-0364) FOR THE SUBDIVISION OF APPROXIMATELY 24 ACRES INTO 67 PARCELS (INCLUDING APPROVAL OF MINOR VARIATIONS IN ACCORDANCE WITH THE COUNTYWIDE DESIGN STANDARDS AND GUIDELINES), SUBJECT TO CONDITIONS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

4. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PLOT PLAN NO. 12-0364 (INCLUDING A FINAL SITE PLAN OF DEVELOPMENT) FOR THE DEVELOPMENT OF 67 SINGLE FAMILY RESIDENTIAL DWELLING UNITS, SUBJECT TO CONDITIONS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

BACKGROUND / DESCRIPTION

The applicant, Lennar Homes of California, is proposing a change of zone, tentative tract map and plot plan for the development of 67 single family residential dwelling units (including a private park). The “Parkside Community” as it has been named consists of the following actions/applications:

- Adoption of an MND & MMRP;
- Approval of a Change of Zone;
- Approval of a 67-lot Tentative Tract Map (TTM 36497); and
- Approval of a Plot Plan (i.e., Final Site Plan of Development).

A more detailed description of each application is provided in the following sections.

Planning Commission Review:
The proposed development project presented to the Planning Commission at its August 20, 2014 meeting. There were two (2) public comments received during the public hearing phase as follows:

1) Mr. Ken Mayes – conveyed support for the project but didn't want the city to give the applicant DIF fee credits for the proposed private park. Staff response was that no DIF credits will be given private park.

2) Mr. George Taylor – supported the project but was concerned about the financial impacts to the city's general fund. Staff response was that the project will be annexed into the city-wide CFD and no financial impacts to the general fund will be created.

The Commission had a couple of questions regarding the playground equipment. The applicant conveyed that it will be age appropriate and meet safety requirements. A second question was raised whether a stop sign could be provided at the intersection of "A" and "B" streets (in front of the park). The Public Works Director supported the idea and the applicant concurred.

Upon conclusion of the public hearing and Commission discussion, the Commission voted unanimously (5-0) adopting four resolutions recommending City Council adoption of the Mitigated Negative Declaration (MND) and Mitigation Monitoring & Reporting Program (MMRP) and approval of the proposed Change of Zone, Tentative Tract Map and Plot Plan as submitted.

Project Location/Vicinity:
The project site encompasses approximately 24 acres and is located at the SWC of Elizabeth Lane and Prielipp Road. The site is currently vacant but once had a dwelling unit that was razed several years ago. In general, the project is located in the southeast part of the city east of the Inland Valley hospital complex, along the Murrieta border. The aerial photo on the following page shows the project site and surrounding area.

Vicinity/Location Map

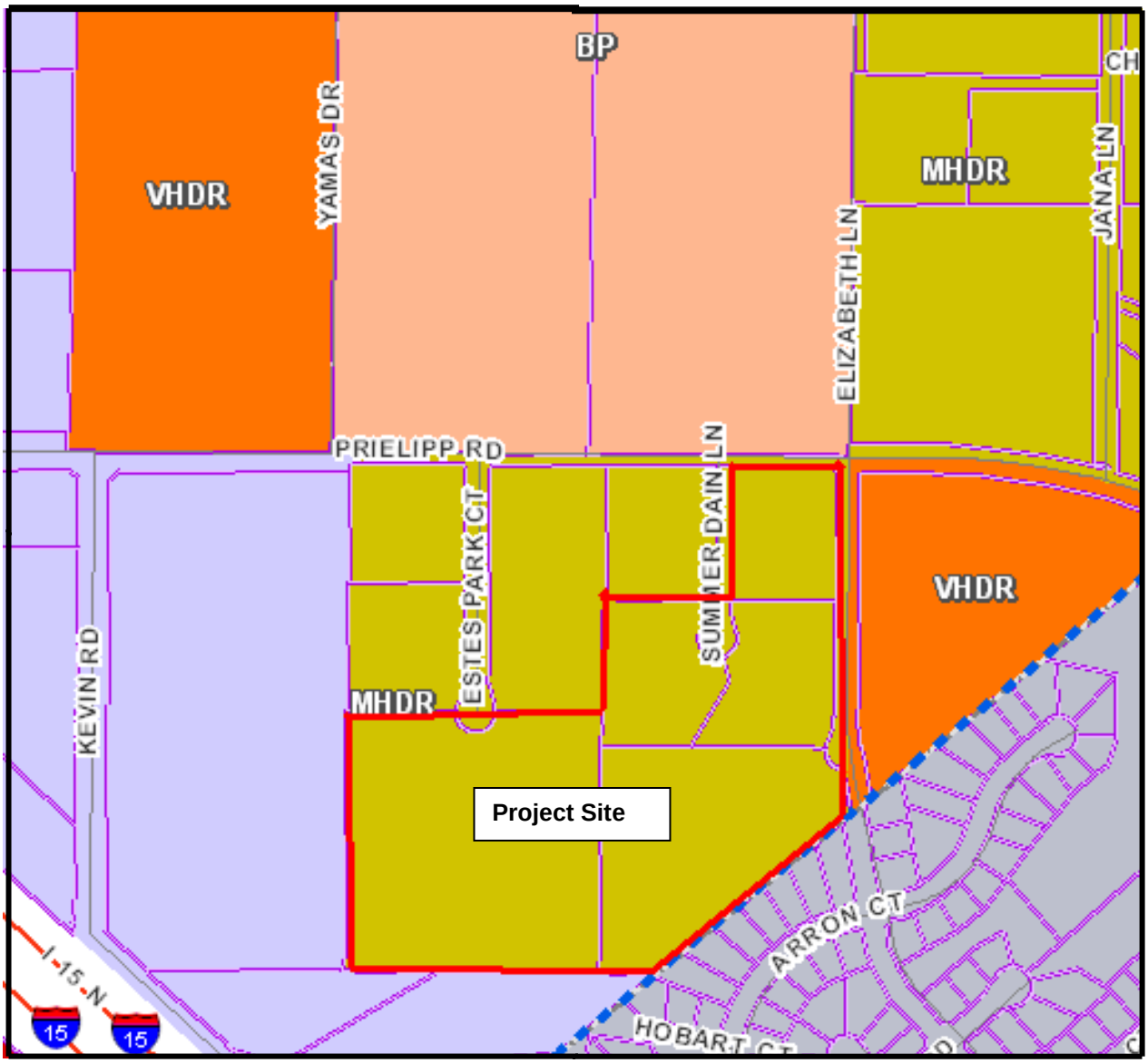
Surrounding Land Uses:
The project site is surrounded by a mix of residential uses to the immediate west, east and south, industrial uses to the west and vacant properties to the north. The summary table on the following page lists the current land uses, general plan designations and zoning designations for the site and abutting properties. Staff has also provided two exhibits (on the following pages) showing the general plan land use and zoning designations from our GIS data base.

ADJACENT LAND USE, GENERAL PLAN AND ZONING			
Location	**Current Land Use**	**General Plan Land Use Designation**	**Zoning Designation**
Subject Property	Vacant	Medium High Density Residential	R-R (Rural Residential)
North	Vacant	Business Park	R-R (Rural Residential)
South	Single Family Residential	City of Murrieta	City of Murrieta
East	Apartments	Very High Density Residential	R-3
West	Industrial	Light Industrial	M-SC (Manufacturing Service Commercial)

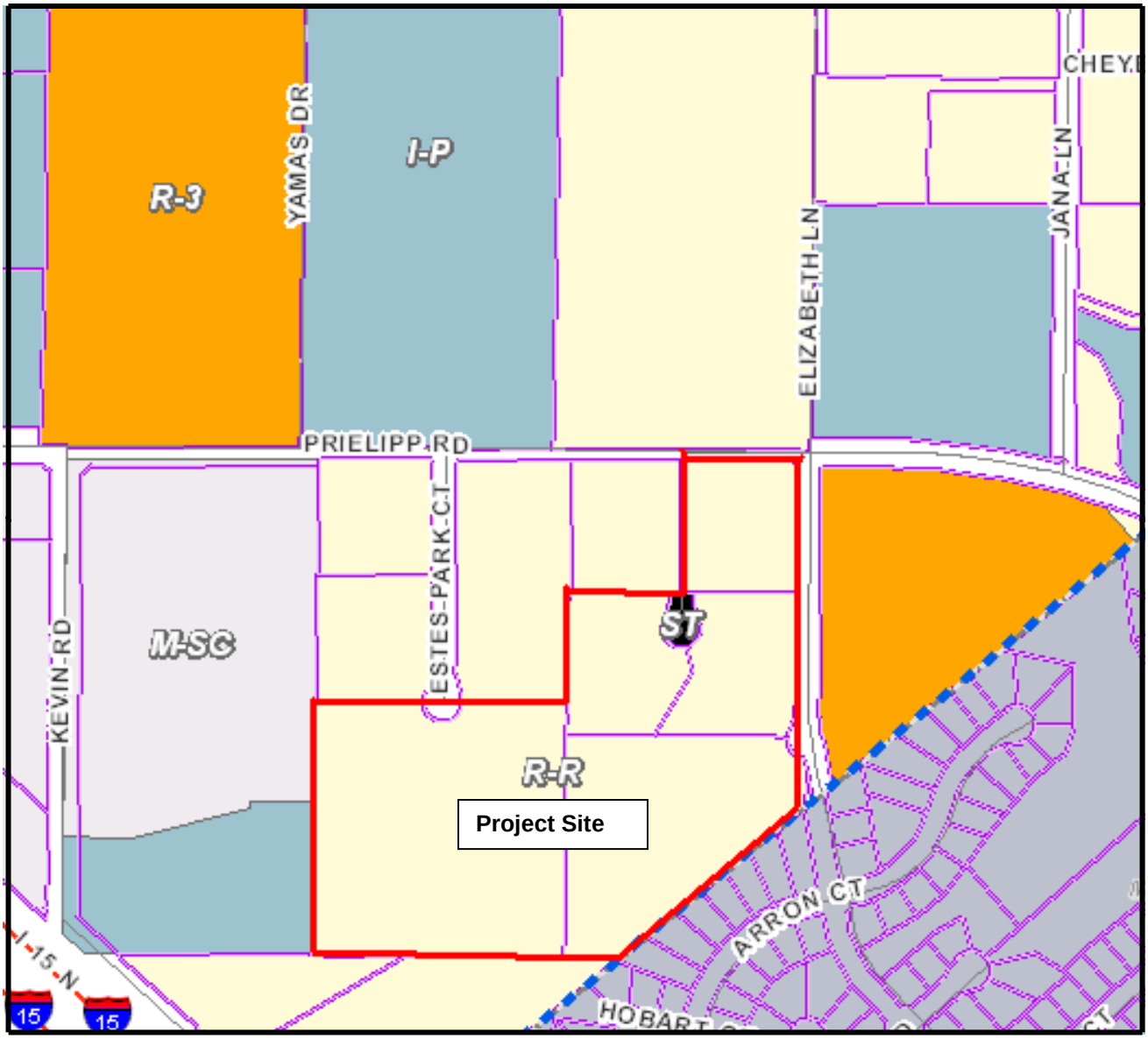
Change of Zone 12-0364:
The applicant is requesting approval of a change of zone from the R-R (Rural Residential) designation to R-4 (Planned Residential) to accommodate the proposed development. The site has a general plan use designation of Medium High Density Residential (MHDR) which allows for a density range of 5 – 8 units/acre and development of single family attached and detached residences on lots that typically range from 4,000 – 6,500 square feet (larger lots are acceptable). The R-4 zoning designation allows for single family detached residences on lots as low as 3,500 square feet, so this zoning is an appropriate designation for the project.

Further analysis of the change of zone is provided in the Analysis section of this report. On the following page is the current land use and zoning exhibits along with the proposed zoning exhibit.

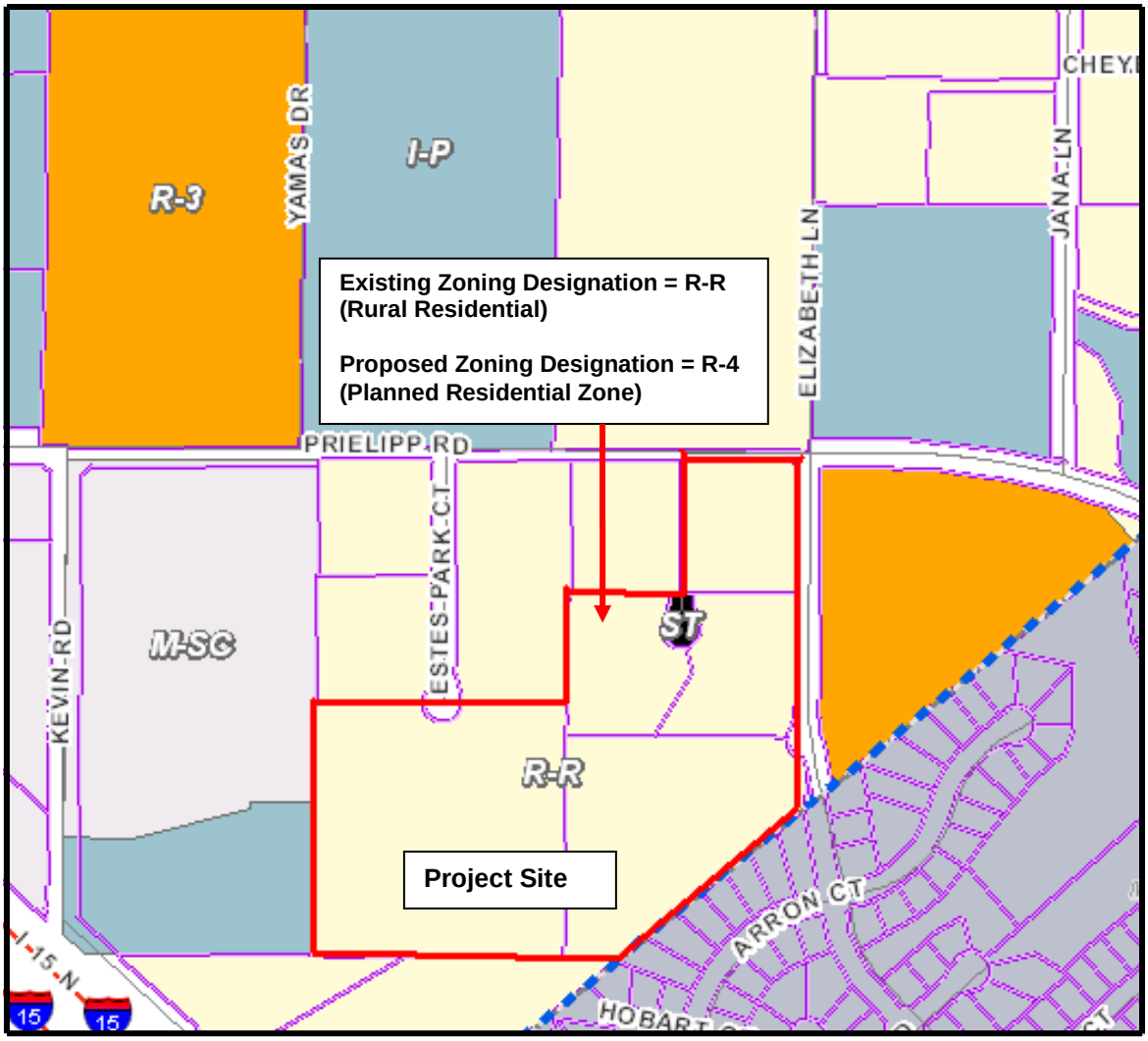
General Plan Land Use Exhibit



Zoning Designation Exhibit

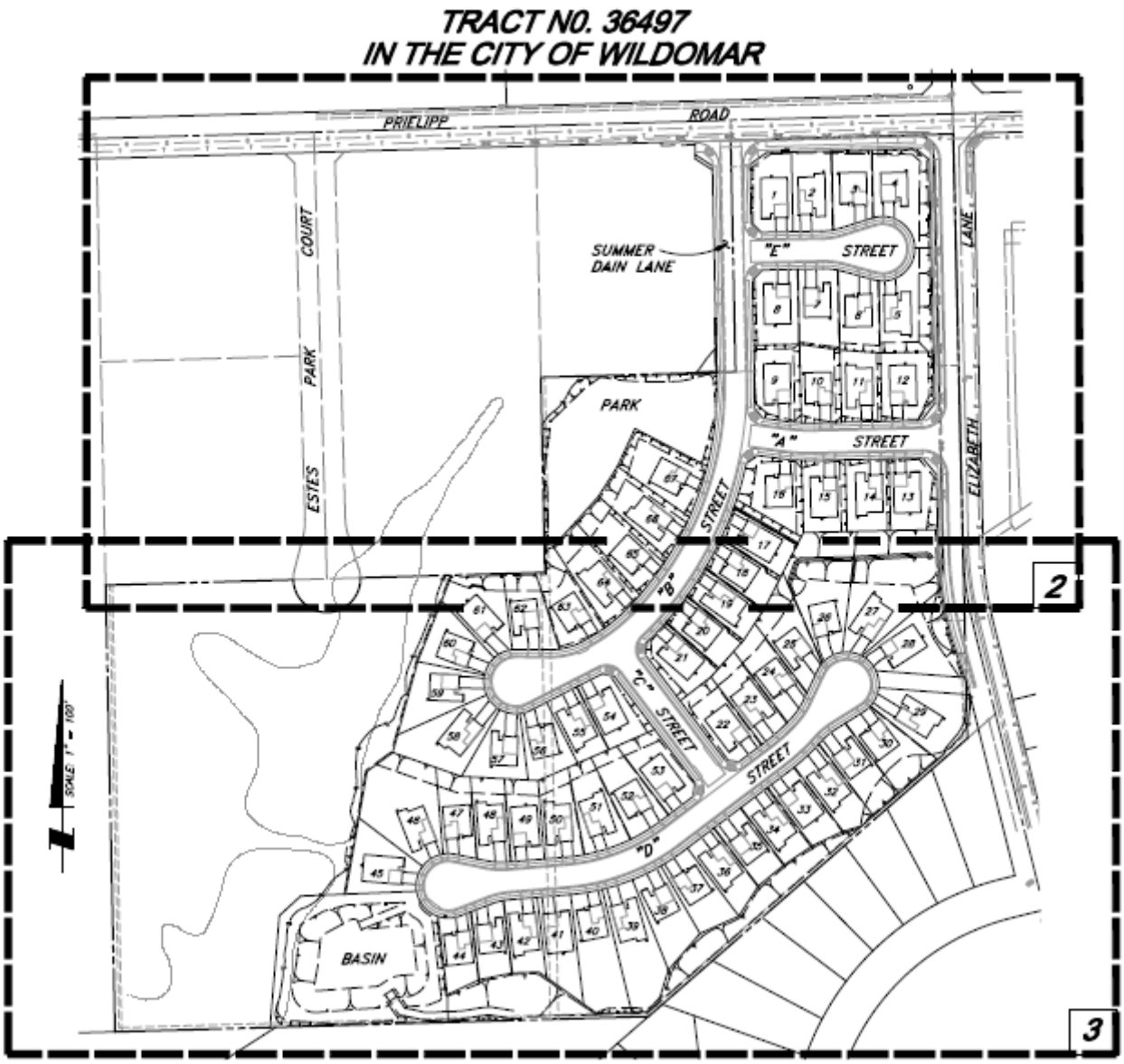


Proposed Change of Zone Exhibit



Tentative Tract map No. 36497:

The applicant is proposing a tentative tract map (TTM No. 36947) to subdivide the 24 acre site into 67 lots to accommodate the development of 67 single family residential dwelling units. The proposed lot sizes range in size from 5,184 square feet (smallest size) to 19,198 square feet (largest size) consistent with the R-4 zone standards. A full size copy of the proposed tract map is provided in Attachment E. A reduced exhibit of the tract map is shown on the following page.



Specifics of the tract map are described as follows:

Vehicular Access/Streets:

Primary access to the subdivision will be provided via Elizabeth Lane (67' R-O-W) and Prielipp Road (100' R-O-W). Access from Elizabeth Lane will be provided via "A" street (local street with a 56' R-O-W). Internal circulation to each lot will be provided via local street that have a 56' R-O-W. All streets adjacent to and within the subdivision are conditioned to be dedicated, fully improved and constructed as part of the development. Analysis of the vehicular access is provided in the Analysis section of this report.

Project Grading:
The applicant has submitted a preliminary grading plans that reflects a balanced site so no dirt will be hauled off or brought to the project site, thus, avoiding truck hauling traffic.. As illustrated on the preliminary grading plans, the property slopes from north to south and contains "valleys" that will be filled in as part of the grading work. The grading plan has been determined to be in conformance with the City's requirements by the City Engineer, and is discussed in detail in the Initial Study/Mitigated Negative Declaration (including the DBESP).

Project Design Guidelines Variations:
The applicant has proposed several design variations to the tract map as follows:

1) The minimum lot width frontage at the end of the cul-de-sacs and knuckles per the city's residential design guidelines is 40 feet. The applicant has proposed the following lot frontage width variations:
    a. 30-foot width for Lots 58 – 61.
    b. 31-foot width for Lots 27 – 29 & 57.
    c. 34-foot width for Lot 26.
    d. 36-foot width for Lot 46.
    e. 39-foot width for Lot 45.

2) Curb adjacent street section (design standard is parkway design street section) as follows:
    a. This is being requested along Summer Dain Lane on the east side of the street to provide a nice landscape buffer along the boundary wall.

3) A Modified street section to Standard 105A:
    a. In the event the developer is unable to satisfy Public Works conditions 35 and 52 a modified street section is being requested to accommodate safe access.

The Public Works Director/City Engineer and Planning Director evaluated these variations in accordance with the Countywide Design Standards and Guidelines[1] and Street Design Standards. In accordance with these provisions, the City Council (upon recommendation from the Planning Commission) has the authority to approve minor variations as part of the public hearing process. An analysis of the proposed variations is provided in the Project Analysis section of this report.

[1] [1] *Citation: Countywide Design Standards and Guidelines, Adopted January 13, 2004; Page 2.*

Plot Plan No. 12-0364:
As the project is being developed in accordance with the R-4 zone standards (Section 17.60.050), full development plans are required to accompany the tract map. The following is a description of the development plans (i.e., final site plan of development, refer to Attachment F).

Final Site Plan of Development (Plot Plan No. 12-0364):
The final site plan of development package includes the following items:

1) final site plan of development showing the proposed dwelling unit locations (with front, side and rear yard setbacks);
2) house plotting details for each lot in the tract showing the location of the proposes plan types and elevations;
3) wall and fence plan, including private park design proposed for the tract;
4) architectural booklet showing the proposed architectural styles of each dwelling unit type; and
5) conceptual landscape plans for the tract.

Private Park:
The applicant is providing a .78 acre private park for the Parkside Community residents. The park is located in the center of the project with easy access from any of the 67 lots within the tract. The park will be maintained by a homeowners association that will be established as part of the project development. Staff has conditioned that the park be constructed and operational prior to the issuance of the 34th occupancy permit (Planning Condition No. 82). The private park will include two (2) half-court basketball courts, a tot lot and a shade structure covering two (2) barbeques and two (2) picnic tables.

Staff has evaluated the Plot Plan, final site plan of development and private park in accordance with the R-4 zone standards and residential design guidelines. An analysis is provided in the Project Analysis section of this report.

Environmental/CEQA:
In accordance with the California Environmental Quality Act (CEQA) guidelines, the proposed project required the preparation and processing of an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring & Reporting Program (MMRP). The MND and MMRP must be reviewed by the Planning Commission as part of its recommendation to the City Council. A detailed analysis of the MND process, etc., is provided in the Environmental Analysis section of this report. A copy of the IS/MND & MMRP (with technical studies/appendices) are provided for Commission consideration (Attachment A - Exhibit's 1, 2 & 3).

PROJECT ANALYSIS

CEQA/MND Analysis

The following is a summary of the environmental process for the proposed project.

In accordance with the California Environmental Quality Act (CEQA - Public Resources Code Section 21000–21178.1), an Initial Study is required to analyze the proposed change of zone, tract map and plot plan to determine if any potential significant impacts upon the environment that would result from implementation of the project. The Initial Study is intended to inform the Planning Commission, responsible agencies and the general public of potential environmental impacts associated with the proposed project, and is key to determining whether a Negative Declaration, Mitigated Negative Declaration or an Environmental Impact Report is required.

1st IS/MND:

Staff prepared a draft Initial Study and determined that a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program was required for Change of Zone No. 12-0364, Tentative Tract Map No. 36497 and Plot Plan No. 12-0364. In accordance with CEQA law, the draft IS/MND was first released for a 20-day public review period which began on May 23, 2013 and concluded on June 11, 2013. Prior to the public review period, a Notice of Intent (NOI) was filed with the Riverside County Clerk, and a legal advertisement was placed in the Californian newspaper notifying the general public of the availability of the IS/MND. During the public review period, staff received four (4) public comment letters regarding the draft IS/MND. One comment letter challenged the City's decision to allow a 20-day public review period, even though the City was within its legal right to have a 20-day review period. The project and IS/MND was scheduled for review by the Planning Commission on July 3, 2013; however, prior to the public hearing it was pulled from the agenda.

2nd IS/MND:

The 2nd IS/MND was prepared and released for a 30-day public review which began on November 29, 2013 and concluded on December 30, 2013. The 2nd IS/MND did include revisions to the original to address some of the appropriate comments received during the first review period. Prior to the public review period, a Notice of Intent (NOI) was filed with the Riverside County Clerk, and a legal advertisement was placed in the Press Enterprise newspaper notifying the general public of the availability of the IS/MND. During the 2nd public review period, staff received seven (7) public comment letters; some of which were new letters never received before. Based on the comments, staff and the City Attorney, with the Applicant's concurrence, believed it was best to revise the IS/MND a third time and re-release it for a final 30-day review period. A copy of the "response to comments" for the 2nd IS/MND is attached to PC Resolution No. 14-09 (Attachment A – Exhibit 3).

3rd IS/MND:

The 3rd IS/MND was prepared and released for a 30-day public review which began on June 17, 2014 and concluded on July 16, 2014. Prior to the public review period, a

Notice of Intent (NOI) was filed with the Riverside County Clerk, and a legal advertisement was placed in the Press Enterprise newspaper notifying the general public of the availability of the IS/MND. The 3rd IS/MND did include revisions to the 2nd IS/MND document to address new comments and the preparation of an updated Determination of Biological Equivalent or Superior Preservation (DBESP) analysis as requested by the US Fish & Wildlife Service (USFW). During this public review period, staff only received two (2) public comment letters (Ray Johnson & AQMD). A copy of the "response to comments" for the 3rd IS/MND is attached to PC Resolution No. 14-09 (Attachment A – Exhibit 3). For reference, the updated DBESP was provided to the USFW and Cal F&W on February 13, 2014 for a 60-day review. The USFW and CalF&W did not provide any comments on the revised DBESP, or the MND in general.

While the IS/MND was revised twice, the final version before the Commission is now ready for adoption. Based on the environmental analysis, the Planning Commission may recommend City Council adoption of the Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for the proposed project. The required findings supporting adoption of the MND/MMRP are outlined in the section below. A copy of the IS/MND, supporting technical studies/appendices and MMRP is attached for Commission consideration (refer to Attachment A –Exhibit 1).

Change of Zone No. 12-0364:

Staff has evaluated the proposed change of zone from the current zoning designation of R-R (Rural Residential) to R-4 (Planned Residential) to determine consistency with the General Plan. The existing land use designation is Medium High Density Residential (MHDR) which allows single family detached and attached residences within a density range of 5 to 8 dwelling units per acre. In reviewing the applicant's change of zone request and development proposal, the project density is proposed at 5.92 units/acre which falls within the permitted density range, thus, it is consistent with the general plan.

The MHDR designation also allows small lot single family residential development with lot sizes that typically (not mandated) that range in size from 4,000 to 6,500 square feet. The proposed lot sizes range in size from 5,184 square feet (smallest size) to 19,198 (largest size) which are consistent with the general plan. The R-4 zone standards also require an average lot size of 6,000 square feet, with a minimum lot size of 3,500 square feet. The smallest lot size is 5,184 square feet and the average lot size is 7,586 square feet which exceeds the minimum standards. Thus, the proposed lot sizes are consistent with the MHDR land use designation. Please refer to the findings of fact section of the staff report for further details.

Tentative Tract Map No. 36497:

The applicant is proposing a tentative tract map (TTM No. 36947) to subdivide 24 acres into 67 lots which will accommodate the development of 67 single family residential dwelling units. There is one private park within the tract boundaries that is .64 acres in size. The park is further discussed in the plot plan section below.

The tract map will be subdivided under the provisions and development standards of the R-4 zone. In accordance with Section 17.60.040.A, the minimum overall area (i.e., lot size) for each dwelling unit shall be 6,000 square feet. In review of the proposed tract map, the minimum overall area 7,586 square feet which exceeds the standard.

As required in Section 17.60.040.B, the minimum lot area for individual lots must be at least 3,500 square feet, (the general plan actually requires a 4,000 square-foot minimum lot size), The smallest lot size in the proposed tract map is 5,184 square feet which exceeds the minimum standard. For comparison, the largest lot size is 19,198 square feet with an average lot size of 7,586 square feet.

As required in Section 17.60.040.B, the minimum lot width and depth shall be 40 feet and 80 feet, respectively. In review of the proposed tract map, the smallest lot width is 42 feet and the smallest lot depth is 100 feet. Thus, the tract map exceeds the minimum standards for lot width and lot depth.

Vehicular Access/Streets:

The proposed access to the subdivision will be provided via Elizabeth Lane and Prielipp Road, both which are conditioned to be dedicated, improved and constructed as part of this development. In accordance with Section 17.60.040.H of the WMC, adequate and permanent access from a public street has to be provided to accommodate the new residents of this community as well as for pedestrians and emergency vehicles. These roadways are consistent with the City of Wildomar Road Improvement Standards & Specifications and meets the minimum standards.

Summer Dain Lane which extends south from Prielipp Road into the tract will also provide vehicular access to the new homes. A portion of proposed Summer Dain Lane is not within the boundaries of the subject Tentative Tract Map 36497. Thirty (30') feet of right of way was offered for dedication as part of PM 11793. The offer of dedication was not accepted by the County. To construct Summer Dain Lane as shown on the Tentative Tract Map, the City would be required to accept the offer of dedication by Council resolution prior to the city accepting the constructed road conditioned with this land subdivision.

Because the street section for Summer Dain Lane is proposed for a 56' right of way, a 2' strip of right of way would be vacated from the offer of dedication. The 2' strip of land would be vacated back to Parcel 1 of PM 11793 (APN: 380-280-008). The strip of land is estimated to be 617 square feet. To construct the curb return from Summer Dain Lane and to construct the road transition on Prielipp, a portion of property will need to be acquired from the adjacent property owner at Parcel 1 of PM 11793. The portion of property to be acquired is estimated to be 900 square feet. The net property to be acquired for construction of Summer Dain Lane and Prielipp is 283 square feet.

The property owner of Parcel 1 of PM 11793 (APN: 380-280-008) currently uses a portion of the offer of dedication for driveway access. Staff has contacted the property

owner and discussed the applicant's Proposed Tentative Tract Map and the improvements associated with Summer Dain Lane and Prielipp. The property owner indicated that he is currently not interested in selling the portions of property to the developer for various reasons. Instead the property owner prefers the developer purchase the entire strip of property. In the event that the developer is unable to acquire the portions of property to construct the road improvements then the city will reduce the street improvement requirement so that the road construction does not require property acquisition.

Public Works Condition(s) 31, 32, 35, 36, and 52 are proposed to provide access to the subdivision off Prielipp at Summer Dain Lane. Should the developer not acquire the necessary right of way and accepted by the City prior to Certificate of Occupancy as required in Public Works Tract Map Condition No. 28 & Plot Plan Condition No. 40, the Conditions authorize the City Engineer to review and approve a modified street section Standard 105A. The modified section as shown on Standard 105A requires a part-width street section of 32' improvements on 45' right of way. The resulting section would not construct 4' of pavement, curb, gutter sidewalk and landscape improvements along the frontage of said Parcel 1.

<u>Project Design Guidelines Variations:</u>
The applicant has proposed several design variations to the tract map in accordance with Countywide Design Standards and Guidelines[2] as follows:

1) The minimum lot width frontage at the end of the cul-de-sacs and knuckles per the design standards and guidelines is 40 feet. The applicant has proposed the following lot frontage width variations: Yes, these variations still exist on the revised map.

    a. 30-foot width for Lots 58 – 61.
    b. 31-foot width for Lots 27 – 29 & 57.
    c. 34-foot width for Lot 26.
    d. 36-foot width for Lot 46.
    e. 39-foot width for Lot 45.

2) Curb adjacent street section (design standard is parkway design street section) as follows:
    a. This is being requested along Summer Dain Lane on the east side of the street to provide a nice landscape buffer along the boundary wall.

3) A Modified street section to Standard 105A:
    a. In the event the developer is unable to satisfy Public Works Tract Map Condition No. 28 & Plot Plan Condition No. 40, a modified street section is being requested to accommodate safe access.

[2] *Citation: Countywide Design Standards and Guidelines, Adopted January 13, 2004; Page 2.*

When the cul-de-sac lot width standard cannot be met as a result of design constraints on a given tract map, the City Council (upon recommendation from the Planning Commission) has the authority under the Countywide Design Standards and Guidelines to allow a smaller cul-de-sac lot width provided the request is reviewed as part of the public hearing process for the tract map.

With respect to the minimum cul-de-sac lot width, the applicant is requesting a deviation for 11 lots as outlined above. In evaluating the request, staff supports the smaller cul-de-sac lot width design as it will not impact the integrity of the subdivision design, nor will it result in a lot width too small that a single family home could not be constructed on the lot, or access to the lot could not be achieved. None of these concerns are affected by the smaller cul-de-sac lot widths, and therefore, can be supported. In addition, the 11 of the 67 lots only represent 16% of the total lots in the tract.

In a traditional "parkway design" the landscape parkway is adjacent to the curb and side walk is offset from the curb. While this is the preferred street design as outlined in the City's Road Improvement Standards & Specifications, this design can result in a sidewalk immediately adjacent to a boundary wall which creates a hardscape appearance that does not look aesthetically pleasing. Staff supports the "curb adjacent" sidewalk design as it will create extra width for more landscaping adjacent to the boundary walls. This will allow for vine coverage on the boundary wall which will reduce graffiti issues, and it will create a visually pleasing streetscape transition to the property line.

The Public Works Director/City Engineer and Planning Director have evaluated these variations in accordance with the Countywide Design Standards and Guidelines and Street Design Standards and recommended Planning Commission support. The Commission agreed with staff's analysis and has recommended the Council approve the design variations to the tract map, including authorizing the City Engineer to approve a modified street section Standard 105A in the event the developer is unable to satisfy Public Works Tract Map Condition No. 28 & Plot Plan Condition No. 40.

Plot Plan No. 12-0364:

As required by Section 17.60.050 of the WMC, development in the R-4 zone requires the approval and recordation of a subdivision map and approval of an accompanying development plan. A copy of the development plans package is provided for Council consideration in Attachment F. To meet this requirement, the applicant has provided a "final site plan of development" package that includes the following items below:

1) final site plan of development showing the proposed 67 dwelling units locations (with front, side and rear yard setbacks);
2) house plotting details for each lot in the tract showing the location of the proposes plan types and elevations;
3) wall and fence plan, including private park design proposed for the tract;

4) architectural booklet showing the proposed architectural styles of each dwelling unit type; and
5) conceptual landscape plans for the tract.

Site Plan:

The proposed site plan is consistent with the tentative tract map in terms of lot sizes and location. Each lot has a predetermined dwelling unit which the applicant has chosen to propose. In accordance with Section 17.60.040.D, the R-4 zone outlines specific development standards for plotting dwelling units related to setbacks. The required setbacks are illustrated below

- Front Yard Setback: 20 feet minimum (from front property line)
- Side Yard Setback: 5 feet (for interior/through lots)
  10 feet (for corner lots & reversed corner lots)
- Rear Yard Setback: 10 feet (from rear property line)

As shown on site plan, each plotted dwelling unit meets and exceeds these minimum setback requirements. In addition, the Countywide Design Standards and Guidelines require variable front yard setbacks. For example, homes and garages shall be placed at varying distances from the front property line and have varying entry locations. As illustrated on the site plan, each lot has varying setbacks and no two lots have the same setback. The front setback varies between one to fifteen feet depending on location and depth of the lot. While not required, the rear yard setbacks vary from 19 to 110 feet depending on location.

The applicant has provided the required single family residential off-street parking spaces (2 spaces within an enclosed garage) in accordance with Section 17.188 of the Zoning Ordinance. While not required, the driveways have been designed to be at least 18-20 feet in length due to setback requirements. Since the front yard setback is at least 20 feet, there is ample space/depth within the driveway to accommodate two additional family vehicles.

As this project is a single family residential development, no visitor parking is required as is the case with multi-family residential developments. However, on-street parking is provided at various places throughout the subdivision.

In accordance with Section 17.60.040.C, the R-4 zone sets a maximum building height of 40 feet for single family residences. As outlined in the architectural elevations, the tallest dwelling unit is 2 stories and does not exceed 26-1/2 feet in height. Therefore, the project meets the height requirements.

In accordance with Section 17.60.040.F of the Zoning Ordinance, individual sewage disposals systems are not allowed in the R-4 zone. The project has been designed to provide a sewer system in accordance with EVMWD requirements so each home is tied to this system. Therefore, the project meets the height requirements.

Based on these facts and the above analysis, the proposed site plan meets and exceeds the minimum development standards of the R-4 zone and the City's Residential Design Guidelines.

Architectural Plans/Floor Plans:
The Countywide Design Standards and Guidelines provide for specific architectural styles that include: design styles, building articulation, varied roof planes, 360-degree architectural detail, multiple floor plans (depending on the number of lots), and varied color/materials for the homes. As part of the final site plan of development package, the applicant has provided an architectural program that achieves the above items.

- Design Styles – The project proposes four (4) design styles with three (3) different design themes for the Parkside community. These styles are Spanish, Cottage, and Craftsman. While the design guidelines do not mandate how many design styles should be provided, these three styles will provide a variety of homes for residents to choose from.

- Building Articulation – The intent behind this guideline is to avoid long, unarticulated building facades by incorporating varying setbacks, projecting architectural features, and vertical/horizontal variation in the façade. As illustrated in the architectural design booklet, each dwelling unit type provides the required elements that achieve building articulation.

- Varied Roof Planes – Roof articulation is required and may be achieved by changes in building planes, gable/hip roofs, dormers, etc. As illustrated in the architectural design booklet, each dwelling unit type provides varied roof plans the required elements that achieve building articulation.

- 360-degree Architecture – This guideline is intended to create variation in the building planes and to avoid un-articulated facades. As illustrated in the architectural design booklet, each dwelling unit type provides architectural detail on all four elevations of the homes. These features include the use of shutters, window trim, rafter tails, decorative wainscoting, decorative lamps, mid-level trim detail between first and second floors, etc.

- Multiple Floor Plans/Elevations – Since the Parkside tract has 67 lots, the design guidelines require at four (4) different floor plans and three (3) different elevation for each. As illustrated in the architectural design booklet, the applicant has provided four different floor plans (single and two story) for the project with three different elevation details for each dwelling unit. The applicant has also varied the floor plans so the same floor plan/elevation is not repeated immediately adjacent to another unit. The site plan shows the actual plotting of the floor plan and elevation types.

Based on the proposed architectural design plans, the applicant's project meets and exceeds the Countywide Design Standards and Guidelines.

Required Walls/Fencing:

A wall/fence plan is required as part of the final site plan of development package. The Countywide Design Standards and Guidelines outline specific wall and fence requirements for single family residential developments. For example, boundary walls along the perimeter of the tract, side yards visible from the street and side yard returns must be decorative block material. The applicant is providing a 6-foot decorative "split-face" block wall along the perimeter (including decorative pilasters), on side yards facing streets and for the side yard returns consistent with this requirement. Side yard gates are required to be either wrought iron, vinyl and tubular steel. The applicant is providing vinyl fencing for the side yard gates with a color that will match the decorative walls. Interior side and rear fencing is also required for the project and can be either block or some other durable material. The applicant is providing vinyl fencing that will be the same color as the decorative block walls. Based on these, the proposed wall/fence plan is consistent with the Countywide Design Standards and Guidelines.

Private Park:

In accordance with 17.60.040.G, "recreation area" must be shall be of a size, based on the particular use, adequate to meet the needs of the anticipated population, and shall be arranged so as to be readily accessible to the residents of the subdivision. To meet this requirement, the applicant is providing a 0.64 acre private park for the Parkside community residents. The park is located in the center of the project with easy pedestrian access from any of the 67 lots within the tract via sidewalks. The park will be maintained by a homeowners association that will be established as part of the project development. Staff has conditioned the project that the park be constructed and operational prior to the issuance of the 34th occupancy permit (Plot Plan/Planning Condition No. 75). The private park will include a shade structure covering two (2) barbeques and two (2) picnic tables. In addition, a tot lot will be provided. The private park will be maintained by the HOA and is a nice amenity for the Parkside residents. Based on these, the proposed wall/fence plan is consistent with the R-4 development standards.

Landscaping:

The requirements of the final site plan of development require conceptual landscape plans to be reviewed as part of the development plans. Landscaping has been provided throughout the project site, including perimeter landscaping, street landscaping, typical front and side yards, HOA slope landscaping, etc. The proposed landscape theme has been reviewed by the City's Landscape Architect who has determined it to be consistent with the City's landscape requirements and Countywide Design Standards and Guidelines Final landscape and irrigation plans will be provided through the plan check process to verify consistency with the conceptual plans. In addition, the project has

special landscape conditions related to the Plot Plan. The proposed landscape theme is consistent with the Countywide Design Standards and Guidelines.

REQUIRED FINDINGS OF FACT:

CEQA Findings of Fact:

The City Council, upon recommendation of the Planning Commission, in light of the whole record before it including but not limited to the staff report, proposed Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program (attached hereto as Exhibit 1 to this Resolution), documents incorporated herein by reference, written comments received and responses provided, and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, find and determine as follows:

A. Review Period: That the City has provided the public review period for the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for the required 30-day pubic review period required by CEQA Guidelines Sections 15073 and 15105.

B. Compliance with Law: That the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.).

C. Independent Judgment: That the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program reflects the independent judgment and analysis of the City.

D. Mitigation Monitoring & Reporting Program: That the Mitigation Monitoring & Reporting Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements or other measures as required by Public Resources Code Section 21081.6.

E. No Significant Effect: That revisions made to the project as agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the City Council, upon recommendation of the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the Planning Commission

concludes that the project will not have a significant effect on the environment with the proposed Mitigation Measures and Mitigation Monitoring & Reporting Program.

Change of Zone Finding of Fact:

In accordance with the State of California, Government Code Section 65853 – 65857 and Section 17.280 of the Wildomar Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, find and determine as follows:

A. The proposed change of zone is in conformance with the adopted General Plan for the City of Wildomar.

   The proposed change of zone for the Lennar Residential project from the current zoning designation of R-R (Rural Residential) to R-4 (Planned Residential) is consistent with the City's General Plan in that the land use designation is intended to provide for single family detached and attached residences with a density range of 5 to 8 dwelling units per acre on lots that typically (not mandated) range in size from 4,000 to 6,500 square feet, with an average lot size of 6,000 square feet. In reviewing the applicant's development proposal, the project density is set at 5.92 units/acre. In addition, the lot sizes proposed under the tentative tract map range in size from 5,184 square feet to 19,198 square feet which exceeds the minimum standard. With an average lot size of 7,586 square feet, the proposed tract map is consistent with the General Plan.

Tentative Tract Map No. 36497 Findings of Fact:

In accordance with Title 16 and Title 17 of the Wildomar Municipal Code, and Government Code § 66473.1, § 66473.5 and § 66474, the City Council, upon recommendation of the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan, Subdivision Ordinance, Zoning Ordinance, standards for public streets and facilities, and any other evidence within the record or provided at the public hearing of this matter, find and determine as follows:

A. The proposed tract map is consistent with the City's General Plan and any applicable specific plan as specified in Government Code Section 65451.

   Evidence: The proposed Tentative Tract Map No. 36497 is consistent with the City's General Plan in that the land use designation is intended to provide for single family detached and attached residences with a density range of 5 to 8 dwelling units per acre on lots that typically (not mandated) range in size from 4,000 to 6,500 square feet, with an average lot size of 6,000 square feet. In reviewing the applicant's development proposal, the project density is set at 5.92

units/acre. In addition, the lot sizes proposed under the tentative tract map range in size from 5,184 square feet to 19,198 square feet which exceeds the minimum standard. With an average lot size of 7,586 square feet, the proposed tract map is consistent with the General Plan. There is no specific plan governing this project. In terms of specific land use policies related to this project, the proposed tract map promotes (and is consistent with) the following residential land use policies:

LU 3.1 (Community Design) – "Accommodate land use development in accordance with the patterns and distribution of uses and density depicted on the General Plan Land Use map."

LU 6.1 (Land Use Compatibility) – "Require land uses to develop in accordance with the General Plan and area plans to ensure compatibility and minimize impacts."

LU12.6 (Circulation) - "Require that adequate and accessible circulation facilities exist to meet the demands of a proposed land use."

LU22.1 (Community Development) - "Accommodate the development of single and multi family residential units in areas appropriately designated by the General Plan and area plan land use maps. "

LU22.3 (Community Development) - "Require that adequate and available circulation facilities, water resources and sewer facilities exist to meet the demands of the proposed residential land use."

B. The design or improvement of the proposed subdivision is consistent with the City's General Plan and any applicable specific plan.

Evidence: The proposed subdivision has been designed to meet all City standards applicable to residential subdivisions which are designed to provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on-site and off-site public improvements. Further, all streets, utilities, and drainage facilities have been designed and are required to be constructed in conformance with City standards. There is no specific plan governing this project.

C. The site is physically suitable for the type and proposed density of development.

Evidence: The project site encompasses 24 acres. The tentative map proposes to subdivide the project area into 67 lots for single family residential development. The density allowed by the MHDR designation allows a density range of 5 to 8 dwelling units per acre which the project meets. In reviewing the applicant's tract map, the project density is 5.92 units/acre which meets the MHDR density requirements. The MHDR land use category also allows lots that typically (not mandated) range in size from 4,000 to 6,500 square feet. The proposed lot sizes under the tentative tract map range in size from 5,184 square feet to 19,198

square feet which meets this standard. The R-4 zone requires an average lot size of 6,000 square feet. The proposed tract map reflects an average lot size of 7,586 square feet which meets this standard. Therefore, the proposed tract map is physically suitable for the type and proposed density of development.

D. The design of the subdivision or proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The City prepared an Initial Study that resulted in the preparation, processing and review of an Initial Study/Mitigated Negative Declaration for Tentative Tract Map No. 36497. The IS/MND analyzed the environmental issues required by CEQA related to fish and wildlife, including their respective habitats. The IS/MND was circulated for public review and made available for a 30-day public review period in accordance with CEQA law. A Determination of Biological Equivalent or Superior Preservation (DBESP) analysis was prepared for this project and reviewed by the U.S. Fish and Wildlife Agency and the California Department of Fish and Wildlife. Both agencies concur with the analysis and recommended conditions outlined in the DBESP. Thus, it has been determined that the design of the subdivision and proposed improvements will not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat project with implementation of the proposed mitigation measures as outlined in the Mitigation Monitoring and Report Program (MMRP) and DBESP. Therefore, the proposed tract map meets this finding.

E. The design of the subdivision or type of improvements is not likely to cause serious public health problems.

Evidence: The design of the subdivision is in conformance with the City's General Plan, Zoning Code and Subdivision Ordinance. The design and construction of all improvements to accommodate the project have been conditioned to in accordance with all applicable City of Wildomar ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to stormwater runoff management and adopted public works standards. As the City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety and welfare, the proposed tract map project meets this finding.

F. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: No easements of record or easements established by judgment of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site and the City does not otherwise have any constructive or actual knowledge of any such easements.

Plot Plan Findings of Fact:

In accordance with Wildomar Municipal Code Title 17, the City Council, upon recommendation of the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan and Zoning Ordinance, and any other evidence within the record or provided at the public hearing of this matter, find and determine as follows:

A. The proposed use is consistent with the Wildomar General Plan and Zoning Ordinance.

   Evidence: The proposed Plot Plan No. 12-0364 is consistent with the City's General Plan in that the land use designation is intended to provide for single family detached and attached residences with a density range of 5 to 8 dwelling units per acre on lots that typically (not mandated) range in size from 4,000 to 6,500 square feet, with an average lot size of 6,000 square feet. In reviewing the applicant's development proposal, the project density is set at 5.92 units/acre. In addition, the lot sizes proposed under the tentative tract map range in size from 5,184 square feet to 19,198 square feet which exceeds the minimum standard. With an average lot size of 7,586 square feet, the proposed tract map is consistent with the General Plan.

B. The overall development of the land shall be designed for the protection of the public health, safety, and general welfare.

   Evidence: The proposed project is located in an area planned and zoned for single family residential land uses according to the General Plan, Zoning Ordinance and Subdivision Ordinance. The proposed plot plan meets and exceeds the minimum development standards of the R-4 which is intended to protect the public health, safety, and general welfare. Further, access and site development plan, including the architectural elevations have been designed to be consistent with the zone standards related to commercial uses, thus, further protecting the public health, safety, and general welfare. Therefore, this finding has been met.

C. The overall development of the land shall be designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.

   Evidence: The proposed project has been designed to conform to a logical pattern of development as envisioned by the General Plan. The adjacent properties have similar compatible land use designations that encourage residential development under the MHDR land use designation. The property to the north, while planned for business park uses, is currently vacant but adequate buffering has been provided. Therefore, this finding has been met.

D. The Plot Plan considers the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion.

Evidence: The project is located at the southeastern potion of the City where access to the site is provided by Prielipp Road and Elizabeth Lane. These streets, and the proposed interior streets have all been designed in accordance with city regulations and standards and will be able to handle the residential traffic from the project. Further, all public improvements have been provided in accordance with City requirements. Therefore, this finding has been met.

E. The Plot Plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures.

Evidence: The construction of the residential project has been conditioned to comply with all applicable City ordinances, codes, and standards including, but not limited to, the relating to storm water runoff management and other drainage controls regulations (i.e., WQMP). The project drainage design will capture storm runoff in the catch basin filters and/or sub-surface detention basin incorporated into the project design and release runoff back into the natural stream channels without substantially altering the existing drainage pattern and without causing substantial erosion or siltation. Further, the IS/MND analyzed potential impacts related to drainage conditions and based on the improvements being conditioned on the project, the plot plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures. Therefore, this finding has been met.

F. All plot plans which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel.

Evidence: The project proposes to construct individual dwelling units on individual parcels as proposed under Tentative Tract Map No. 36497. Therefore, this finding has been met.

PUBLIC NOTICING/COMMUNICATION

In accordance with Government Code Sections 65090, 65353 and 65355, the Planning Department on August 27, 2014, mailed a public hearing notice to all property owners within a 600-foot radius of the proposed project boundaries notifying them of the September 10, 2014 City Council hearing. In addition, on August 29, 2014, a legal notice was published in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the September 10, 2014 City Council hearing. In

accordance with Section 16.12.140(A), a public hearing notice was also emailed to the EVMWD and LEUSD notifying them of the September 10, 2014 City Council hearing.

FISCAL IMPACT

As this project is conditioned to be annexed into the City-Wide CFD, there will be no fiscal impacts to the General Fund.

Submitted By:	Approved By:
Matthew C. Bassi	Gary Nordquist
Planning Director	City Manager

ATTACHMENTS:

A. Resolution No. 2014-____ for IS/MND/MMRP
   - Exhibit 1 – Initial Study/Mitigated Negative Declaration
   - Exhibit 1-A Technical Appendices/Studies
   - Exhibit 2 - Mitigation Monitoring and Reporting Program
   - Exhibit 3 – MND Responses to Comments

B. Draft City Council Ordinance for Change of Zone 12-0364

C. Resolution No. 2014-____ for Tentative Tract Map 36497
   - Exhibit 1 - Conditions of Approval Matrix

D. Resolution No. 2014-____ for Plot Plan 12-0364
   - Exhibit 1 - Conditions of Approval Matrix

E. Tentative Tract Map No. 36497 Subdivision Map Exhibits

F. Final Site Plan of Development Package Exhibits

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:

- City of Wildomar General Plan and EIR
- City of Wildomar Zoning Ordinance (Title 17 of the WMC)
- City of Wildomar Subdivision Ordinance (Title 16 of the WMC)

ATTACHMENT A

Resolution No. 2014-____

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (MND) AND MITIGATION MONITORING & REPORTING PROGRAM (MMRP) FOR A CHANGE OF ZONE (PA 12-0364) FROM R-R (RURAL RESIDENTIAL) TO R-4 (PLANNED RESIDENTIAL ZONE), TENTATIVE TRACT MAP NO. 36497 (PA 12-0364) FOR THE SUBDIVISION OF 24 ACRES INTO 67 PARCELS (INCLUDING APPROVAL OF MINOR VARIATIONS IN ACCORDANCE WITH THE COUNTYWIDE DESIGN STANDARDS AND GUIDELINES) AND PLOT PLAN NO. 12-0364 (INCLUDING A FINAL SITE PLAN OF DEVELOPMENT) FOR THE DEVELOPMENT OF 67 SINGLE FAMILY RESIDENTIAL DWELLING UNITS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

WHEREAS, an application for Change of Zone No. 12-0364 from R-R to R-4, Tentative Tract Map No. 36497 for the subdivision 24 acres into 67 lots, and Plot Plan No. 12-0364 for the final site plan of development of 67 single family residential dwelling units, including a private park located on the SWC of Elizabeth Lane and Prielipp Road has been filed by:

Applicant / Owner:	Lennar Homes of California
Authorized Agent:	Ms. Jarnne Valdez, Project Manager, Lennar Homes
Project Location:	SWC of Elizabeth Lane and Prielipp Road
APN Number:	380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012
Lot Area:	24± acres

WHEREAS, the proposed Change of Zone, Tentative Tract Map and Plot Plan applications are considered a “project” as defined by the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”); and

WHEREAS, the Planning Director may have one or more significant effects on the environment and that preparation of an Initial Study/Mitigated Negative Declaration was therefore warranted under Public Resources Code §21080(c); and

WHEREAS, after completion of an Initial Study, the Planning Director determined that it did not identify any potentially significant effects on the environment nor was there any substantial evidence from which it could be fairly argued that the project would have a significant effect on the environment. Therefore, staff has recommended to the Planning Commission adoption of a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for this project; and

WHEREAS, the proposed Mitigated Negative Declaration consists of the following documents: Initial Study, Mitigated Negative Declaration, Mitigation Monitoring & Reporting Program, and applicable Technical Appendices; and

WHEREAS, on May 23, 2013, using a method required under CEQA Guidelines Section 15072, the City provided a Notice of Intent (NOI) to the Riverside County Clerk, The Californian, a local newspaper of general circulation, and the City's local distribution list regarding the adoption of a proposed Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for the project; and

WHEREAS, On May 23, 2013, the draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program was made available for public review for a period of not less than 20 days commencing on May 23, 2013 and concluding on June 11, 2013 as required by CEQA Guidelines §15087. Said document was posted in three public places for review at the following locations: 1) Wildomar City Hall, 2) Wildomar Mission Trail Library, and 3) the City of Wildomar website; and

WHEREAS, during the 20-day public review period, the City received four (4) written comments concerning the proposed Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program at which time the Planning Department decided to revise the draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program and recirculate the document in accordance with CEQA law; and

WHEREAS, on November 29, 2013, using a method required under CEQA Guidelines Section 15072, the City provided a Notice of Intent (NOI) to the Riverside County Clerk, the State Clearing (OPR), the Press Enterprise, a local newspaper of general circulation, and the City's local distribution list regarding the adoption of a proposed Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for the project; and

WHEREAS, On November 29, 2013, the revised/updated draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program was made available for public review for a period of not less than 30 days commencing on November 29, 2013 and concluding on December 30, 2013 as required by CEQA Guidelines §15087. Said document was posted in three public places for review at the following locations: 1) Wildomar City Hall, 2) Wildomar Mission Trail Library, and 3) the City of Wildomar website; and

WHEREAS, during the 30-day public review period, the City received seven (7) written comments concerning the revised/updated Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program at which time the Planning Department decided to revise the draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program and recirculate the document in accordance with CEQA law; and

WHEREAS, in accordance with Government Code Sections 65090, 65353, and 65355, the City of Wildomar Planning Department, on June 19, 2013, gave public notice by mailing a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the date and time of the public hearing for the Initial Study/Mitigated Negative Declaration that would be considered by the Planning Commission; and

WHEREAS, in accordance with Government Code Sections 65353, 65355 and 65090 the City of Wildomar Planning Department, on June 21, 2013 published a legal notice in the "Press Enterprise", a local newspaper of general circulation, in compliance with State law notifying the public of the holding of a public hearing for the Initial Study/Mitigated Negative Declaration that would be considered by the City of Wildomar Planning Commission; and

WHEREAS, in accordance with Government Code Section 65353, the City of Wildomar Planning Commission on July 3, 2013 held said public hearing at which time the proposed the Initial Study/Mitigated Negative Declaration for Change of Zone No. 12-0364, Tentative Tract Map No. 36497 and Plot Plan No. 12-0364 was pulled from the agenda; and

WHEREAS, on June 17, 2014, using a method required under CEQA Guidelines Section 15072, the City provided a Notice of Intent (NOI) to the Riverside County Clerk, the State Clearing (OPR), the Press Enterprise, a local newspaper of general circulation, and the City's local distribution list regarding the adoption of a proposed Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for the project; and

WHEREAS, On June 17, 2014, the revised/updated draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program was made available for public review for a period of not less than 30 days commencing on June 17, 2014 and concluding on July 16, 2014 as required by CEQA Guidelines §15087. Said document was posted in two public places for review at the following locations: 1) Wildomar City Hall, and 2) the City of Wildomar website; and

WHEREAS, during the 30-day public review period, the City received two (2) written comments concerning the revised/updated Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program; and

WHEREAS, in accordance with Government Code Sections 65090, 65353 and 65355, the City of Wildomar Planning Department, on August 27, 2014 mailed a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the date and time of the public hearing for which the Initial Study/Mitigated Negative Declaration would be considered by the City Council; and

WHEREAS, in accordance with Government Code Sections 65090, 65353 and 65355, the City of Wildomar Planning Department, on August 29, 2014 published a legal notice in the "Press Enterprise", a local newspaper of general circulation, in compliance with State law notifying the general public of the public hearing for which the Initial Study/Mitigated Negative Declaration would be considered by the City Council; and

WHEREAS, in accordance with Government Code Section 65353, the City of Wildomar City Council on September 10, 2014 held said public hearing at which time the City Council received pubic testimony from interested persons in support of, or opposition to, the proposed the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for Change of Zone No. 12-0364, Tentative Tract Map No. 36497 and Plot Plan No. 12-0364.

NOW THEREFORE, the City Council of the City of Wildomar does hereby resolve, determine, order as follows:

SECTION 1. CEQA FINDINGS

The City Council, upon recommendation of the Planning Commission, in light of the whole record before it including but not limited to the staff report, proposed Initial Study/Mitigated Negative Declaration, Mitigation Monitoring & Reporting Program and the Response to Comments (attached hereto as Exhibit 1, 2 and 3 to this Resolution), documents incorporated herein by reference, and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, find and determine as follows:

A. Review Period: That the City has provided the public review period for the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for the required 30-day pubic review period required by CEQA Guidelines Sections 15073 and 15105.

B. Compliance with Law: That the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.).

C. Independent Judgment: That the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program reflects the independent judgment and analysis of the City.

D. Mitigation Monitoring & Reporting Program: That the Mitigation Monitoring & Reporting Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements or other measures as required by Public Resources Code Section 21081.6.

E. No Significant Effect: That revisions made to the project as agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the City Council, upon recommendation of the Planning Commission, concludes that the project will not have a significant effect on the environment with the proposed Mitigation Measures and Mitigation Monitoring & Reporting Program.

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. CITY COUNCIL ACTIONS.

The City Council, upon recommendation of the Planning Commission, hereby takes the following actions:

1. Adoption of a Mitigated Negative Declaration: The City Council, upon recommendation of the Planning Commission, hereby adopts the Initial Study/Mitigated Negative Declaration (with Appendices), and Mitigation Monitoring & Reporting Program for Change of Zone No. 12-0364, Tentative Tract Map No. 36497 and Plot Plan No. 12-0364 provided herein to this Resolution as Exhibit 1, 1-A, 2 and 3.

2. Filing a Notice of Determination: In compliance with Public Resources Code § 21152 and CEQA Guidelines § 15075, the City Council, upon recommendation of the Planning Commission, directs the Planning Director to prepare a Notice of Determination (NOD) and file said notice with the Riverside County Clerk for posting concerning the approval and adoption of the Initial Study/Mitigated Negative Declaration within five (5) working days of project approval in accordance with CEQA law.

3. Location: The Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for Change of Zone No. 12-0364, Tentative Tract Map No. 36497 and Plot Plan No. 12-0364, and all documents incorporated therein or forming the record of decision therefore, shall be filed with the Wildomar Planning Department at the Wildomar City Hall, 23873 Clinton Keith Road, Suite 201, Wildomar, California 92595, and shall be made available for public review upon request.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT A - EXHIBIT 1

Initial Study/Mitigated Negative Declaration

ATTACHMENT A - EXHIBIT 1-A

Technical Appendices/Studies – One PDF (includes the following items)

- **APPENDIX 1 - Final Site Plan of Development**
- **APPENDIX 1a - Site Photos**
- **APPENDIX 1b - Tentative Tract Map TM-36497**
- **APPENDIX 1c - Floorplan and Elevation Exhibit**
- **APPENDIX 1d - Landscape-Plans-Exhibit-4-28-14**
- **APPENDIX 3 - AQ and GHG Summer Emissions**
- **APPENDIX 3a - AQ and GHG Winter Emissions**
- **APPENDIX 4 - Habitat Assessment**
- **APPENDIX 4a - Fairy Shrimp**
- **APPENDIX 4b - New Burrowing Owl Focused Survey**
- **APPENDIX 4c - Revised JD**
- **APPENDIX 4d - Tree Survey**
- **APPENDIX 4e - Parkside DBESP**
- **APPENDIX 4f - Biological Resources Update Letter**
- **APPENDIX 5 - Edited Cultural Resources Survey Report**
- **APPENDIX 5a - Paleontological Survey**
- **APPENDIX 6 - Geotechnical Investigation**
- **APPENDIX 6a - Percolation and Infiltration Testing**
- **APPENDIX 7 - Annual Emissions**
- **APPENDIX 8 - Phase I Environmental Site Assessment**
- **APPENDIX 8a - Wildomar23 Behavior Report**
- **APPENDIX 9 - Preliminary WQMP**
- **APPENDIX 9a - Preliminary Drainage and Detention Design**
- **APPENDIX 12 - Acoustical Study**
- **APPENDIX 16 - Traffic Impact Analysis**
- **APPENDIX 16a - Traffic Impact Analysis Appendices**

ATTACHMENT A - EXHIBIT 2

Mitigated Monitoring and Reporting Program (MMRP)

MITIGATION MONITORING AND REPORTING PROGRAM

1 INTRODUCTION

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the **Lennar Residential Project (TM 36497) MND** (Planning Application No. 12-0364) project. This MMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to "adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment." An MMRP is required for the proposed project because the EIR has identified significant adverse impacts and measures have been identified to mitigate those impacts.

2 MITIGATION MONITORING AND REPORTING PROGRAM

As the lead agency, the City of Wildomar will be responsible for monitoring compliance with all mitigation measures. Different departments within the City are responsible for aspects of the project. The MMRP identifies the department with the responsibility for ensuring the measure is completed; however, it is expected that one or more departments will coordinate efforts to ensure compliance.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below:

- **Mitigation Measure:** The mitigation measures are taken from the Initial Study/Mitigated Negative Declaration (IS/MND), in the same order that they appear in the IS/MND.

- **Timing:** Identifies at which stage of the project the mitigation must be completed.

- **Monitoring Responsibility:** Identifies the department within the City with responsibility for mitigation monitoring.

Verification (Date and Initials): Provides a contact who reviewed the mitigation measure and the date the measure was determined complete.

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
3.1 Aesthetics			
AES-1 Per Section 8.64.090 of the Wildomar Municipal Code, all exterior lighting must be fully shielded if feasible and partially shielded in all other cases, and must be focused to minimize spill of light into the night sky and onto adjacent properties.	Upon submittal of development plans for the proposed project	City of Wildomar Planning and Public Works Department	
3.2 Agricultural Resources – none required	N/A	N/A	N/A
3.3 Air Quality – none required	N/A	N/A	N/A
3.4 Biological Resources			
BIO-1 The project applicant shall conduct construction and clearing activities outside of the avian nesting season (January 15–August 31), where feasible. If clearing and/or construction activities occur during the nesting season, preconstruction surveys for nesting raptors, migratory birds, and special-status resident birds (e.g., coastal California gnatcatcher) shall be conducted by a qualified biologist, up to 14 days before initiation of construction activities. The qualified biologist shall survey the construction zone and a 250-foot radius surrounding the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm nesting birds. In the event that project grading is approved prior to completion of focused surveys for the Least Bell's Vireo (LBV), a 250 – 300 foot buffer shall be placed around any identified suitable habitat sites within the project site. No construction-related activities will occur within this buffer area during nesting season (January 15 – August 31). If construction activities occur during the nesting season, a biological monitor shall be required to be present at the project site until a focused survey has been completed. If the focused survey is completed with negative findings, then no further monitoring will be required. If LBV is	The project applicant shall incorporate requirements into all rough and/or precise grading plan documents. The project applicant's construction inspector shall monitor to ensure that measures are implemented during construction.	City of Wildomar Planning and Public Works Departments	

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
observed during the focused survey, then a biological monitor shall be required to be present at the project site until all construction activities have been completed. If an active nest is located within 100 feet (250 feet for raptors) of construction activities, the project applicant shall establish an exclusion zone (no ingress of personnel or equipment at a minimum radius of 100 feet or 250 feet, as appropriate, around the nest). Alternative exclusion zones may be established through consultation with the CDFW and the USFWS. The exclusion zones shall remain in force until all young have fledged. Reference to this requirement and to the Migratory Bird Treaty Act shall be included in the construction specifications. If construction activities or tree removal are proposed to occur during the non-breeding season (September 1–January 14), a survey is not required, no further studies are necessary, and no mitigation is required.			
BIO-2 Per MSHCP Species-Specific Objective 6, preconstruction presence/absence surveys for burrowing owl within the survey area, where suitable habitat is present, will be conducted for all covered activities through the life of the building permit. Surveys will be conducted 30 days prior to disturbance. Take of active nests will be avoided. Passive relocation (use of one-way doors and collapse of burrows) will occur when owls are present outside the nesting season. The breeding period for burrowing owls is February 1 through August 31, with the peak being April 15 to July 15, the recommended survey window. Winter surveys may be conducted between September 1 and January 31. If construction is delayed or suspended for more than 30 days after the survey, the area shall be resurveyed. Surveys shall be completed for occupied burrowing owl	Thirty days prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
burrows within all construction areas and within 150 meters (500 feet) of the project work areas (where possible and appropriate based on habitat). All occupied burrows will be mapped on an aerial photo.			
BIO-3 If burrowing owls are identified during the survey period, the City shall require the project applicant to take the following actions to offset impacts prior to ground disturbance: Active nests within the areas scheduled for disturbance or degradation shall be avoided from February 1 through August 31, and a minimum 75-meter (250-foot) buffer shall be provided until fledging has occurred. Following fledging, owls may be passively relocated by a qualified biologist. If impacts on occupied burrows in the non-nesting period are unavoidable, on-site passive relocation techniques may be used if approved by the CDFW to encourage owls to move to alternative burrows outside of the impact area. However, no occupied burrows shall be disturbed during the nesting season unless a qualified biologist verifies through noninvasive methods that the burrow is no longer occupied. Foraging habitat for relocated pairs shall be provided in accordance with guidelines provided by the CDFG (2012). If relocation of the owls is approved for the site by the CDFW, the City shall require the developer to hire a qualified biologist to prepare a plan for relocating the owls to a suitable site. The relocation plan must include all of the following: • The location of the nest and owls proposed for relocation. • The location of the proposed relocation site. • The number of owls involved and the time of year when the relocation is proposed to take place. • The name and credentials of the biologist who will be	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
retained to supervise the relocation. • The proposed method of capture and transport for the owls to the new site. • A description of site preparation at the relocation site (e.g., enhancement of existing burrows, creation of artificial burrows, one-time or long-term vegetation control). • A description of efforts and funding support proposed to monitor the relocation. If paired owls are present within 50 meters (160 feet) of a temporary project disturbance (e.g., parking areas), active burrows shall be protected with fencing/cones/flagging and monitored by a qualified biologist throughout construction to identify losses from nest abandonment and/or loss of reproductive effort.			
BIO-4 The project applicant shall ensure there is no loss of the 1.88 acres of riparian habitat supported by the drainage feature identified by this document as Feature 1 (shown as Lot L on Figures 3a and 3b). The required conservation of the 1.88 acres of cottonwood-willow riparian forest plus the conservation of the 3.69 acres of adjacent upland habitat, will be accomplished by including a deed restriction on the combined 5.57 acre parcel itself, as well as by placing a deed restriction for all properties adjacent to the area of Feature 1 informing property owners of the status of the area as preserved lands.	Prior to project vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	
BIO-5 A homeowners association of the project, or another entity designated by the project applicant and approved by the City, shall preserve and manage the conservation area required by BIO-4 in accordance with MSHCP requirements, as well as the applicable regulatory requirements of the CDFW, the USACE, and/or the State Water Resources Control Board. The preservation and	Prior to any clearing and/or construction activity.	City of Wildomar Planning and Public Works Departments	

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
management of the conservation area shall be subject to a Habitat Management Plan (HMP) prepared by a qualified biologist. In addition, the Habitat Management Plan shall be funded, developed and implemented by the applicant and/or the Home Owners Association ("HOA") of the completed project, and that Plan shall be submitted to the City for review and approval prior to any clearing and/or construction activity. The Plan's preservation and management of the area shall include, but is not limited to the following: • Toxics: Land uses proposed in proximity to the MSHCP Conservation Area that use chemicals or generate bioproducts, such as manure, that are potentially toxic or may adversely affect wildlife species, habitat, or water quality shall incorporate measures to ensure that application of such chemicals does not result in discharge to the MSHCP Conservation Area. The greatest risk is from landscaping fertilization overspray and runoff. • Lighting: Night lighting shall be directed away from the MSHCP Conservation Area to protect species within the MSHCP Conservation Area from direct night lighting. Shielding shall be incorporated into project designs to ensure ambient lighting in the MSHCP Conservation Area is not increased. • Noise: Proposed noise-generating land uses affecting the MSHCP Conservation Area shall incorporate setbacks, berms, or walls to minimize the effects of noise on MSHCP Conservation Area resources pursuant to applicable rules, regulations, and guidelines related to land use noise standards. • Invasives: Consider the invasive, non-native plant species listed in Table 6-2 of the MSHCP in approving landscape plans to avoid the use of invasive species for the portions of development that are adjacent to the MSHCP Conservation Area. Considerations in			

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
reviewing the applicability of this list shall include proximity of planting areas to the MSHCP Conservation Areas, species considered in the planting plans, resources being protected within the MSHCP Conservation Area and their relative sensitivity to invasion, and barriers to plant and seed dispersal, such as walls, topography, and other features. MSHCP Table 6-2 has been included in Appendix E for reference purposes. • Barriers: Proposed land uses adjacent to the MSHCP Conservation Area shall incorporate barriers, where appropriate, in individual project designs to minimize unauthorized public access, domestic animal predation, illegal trespass, or dumping into the MSHCP Conservation Areas. • Drainage: Incorporate measures to control the quantity and quality of runoff from the site entering the MSHCP Conservation Area. In particular, measures shall be put in place to avoid discharge of untreated surface runoff from developed and paved areas into the MSHCP Conservation Area. a. A qualified biologist shall meet with the landscape crew that will be responsible for the maintenance of the riparian area to discuss the plants that require removal. b. A qualified biologist will monitor the first two years of maintenance activities to ensure enhancement and maintenance activities are adequate. c. A preconstruction nesting bird survey will be required prior to vegetation removal or ground-disturbing activities within 250 feet of the riparian vegetation. d. Trash, debris, and previous construction elements will be removed from the riparian area. e. In order to meet the DBESP requirement of an equivalent or superior preservation, the main drainage feature's riparian habitat will be enhanced. This enhancement area			

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
shall be contained within the entire 1.88 acres of riparian habitat on-site. Habitat enhancement will require the removal of non-native invasive species such as pampas grass (*Cortaderia selloana*), broadleaf cattail (*Typha latifolia*), and Mediterranean tamarisk (*Tamarix ramosissima*). f. Once construction of the project has been completed and the mechanism for maintaining the riparian area has been completed, the first year of habitat management will begin. g. The riparian area will be visited on four separate occasions throughout the first year to remove all non-native weedy species. Many weedy species emerge during different times of the year. Multiple site visits will ensure that all invasive plant species will be targeted. An annual monitoring survey and report shall be prepared to qualitatively assess the main drainage feature and estimate the amount of remaining non-native species. Following the first year of maintenance, non-native invasive plants should not exceed 5 percent vegetative cover. h. The second year of habitat management will require two separate site visits. Once the majority of the non-native invasive species have been removed, the likelihood of reoccurrence will be minimized and therefore, the number of necessary surveys is reduced. A second annual monitoring survey will be conducted in a similar fashion to the first year, documenting the estimated percentage of non-native invasive species coverage. Following the first year of maintenance, non-native invasive plants should not exceed 2 percent vegetative cover. i. An annual report of findings will be established to document the performance of the applicant and/or the HOA in managing the open space area and will be sent to the City for review. The report will assess the project based on the performance standards as well as a qualitative			

Mitigation Measure		Timing	Monitoring Responsibility	Verification (Date and Initials)
	assessment of the drainage feature with regard to improving existing site conditions			
BIO-6	The project applicant shall comply with the applicable requirements, if any, of CDFW, the USACE, and/or the State Water Resources Control Board with respect to both Feature 1 and Feature 2, and ensure that the project will result in no net loss of potential waters of the State and waters of the United States through impact avoidance. Evidence of compliance with this mitigation measure shall be provided prior to ground-disturbing or grading activities for the proposed project.	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	
BIO-7	Because the project will directly impact the 0.159 acre pond and swales that comprise Feature 2, the owner, developer, or successor in interest shall purchase mitigation credits in the amount of 0.419 acre. The purchase is anticipated from the Elsinore-Murrieta-Anza Resource Conservation District, but may be purchased from any other entity acceptable to the Regional Conservation Authority and the City of Wildomar. The purchased credits shall be for willow riparian habitat and shall be associated with land within the Murrieta Creek watershed.	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	
BIO-8	The project applicant shall submit fees to the City in accordance with the requirements of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Mitigation Fee Areas, including the MSHCP Mitigation Fee Area and the Stephens' Kangaroo Rat Mitigation Fee Area, as applicable. MSHCP mitigation fees are used to purchase off-site occupied habitat within the designated conservation areas to ensure the long-term conservation of coastal California gnatcatcher. Similarly, the Stephens Kangaroo Rat Mitigation Fee is also designed to generate funds to purchase off-site occupied	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning Department	

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
habitat for Stephens' kangaroo rats in core conservation areas.			
3.5 Cultural Resources			
CUL-1 Prior to development approval on the project site and issuance of any grading, building, or other permit authorizing ground-disturbing activity, the project applicant(s) shall include the following wording in all construction contract documentation: If during grading or construction activities cultural resources are discovered on the project site, work shall be halted immediately within 50 feet of the discovery and the resources shall be evaluated by a qualified archeologist and the Pechanga Tribe (Tribe). Any unanticipated cultural resources that are discovered shall be evaluated and a final report prepared by the qualified archeologist. The report shall include a list of the resources discovered, documentation of each site/locality, and interpretation of the resources identified, and the method of preservation and/or recovery for identified resources. In the event the significant resources are recovered and if the qualified archaeologist and the Tribe determines the resources to be historic or unique, avoidance and/or mitigation would be required pursuant to and consistent with CEQA Guidelines Sections 15064.5 and 15126.4 and Public Resources Code Section 21083.2 and the Cultural Resources Treatment and Monitoring Agreement required by mitigation measure **CUL-2**.	As a condition of future development approval, and implemented during ground-disturbing construction activities	City of Wildomar Building & Safety and Planning Departments	
CUL-2 At least 30 days prior to seeking a grading permit, the project applicant(s) shall contact Pechanga Tribe to notify the Tribe of grading, excavation, and the monitoring program and to coordinate with the City of Wildomar and the Tribe to develop a Cultural Resources Treatment and Monitoring Agreement. The agreement shall include, but not be limited to, outlining provisions and requirements for addressing the treatment of cultural resources; project	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
grading and development scheduling; terms of compensation for the monitors; and treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on the site; and establishing on-site monitoring provisions and/or requirements for professional Tribal monitors during all ground-disturbing activities. A copy of this signed agreement shall be provided to the Planning Director and Building Official prior to the issuance of the first grading permit.			
CUL-3 Prior to future development approval on the project site and issuance of any grading, building, or other permit authorizing ground-disturbing activity, the project applicant(s) shall include the following wording on all construction contract documentation: If human remains are encountered, California Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable time frame. Subsequently, the Native American Heritage Commission shall identify the “most likely descendant.” The most likely descendant shall then make recommendations and engage in consultations concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.	As a condition of project approval, and implemented during ground-disturbing construction	City of Wildomar Public Works and Planning Departments	
CUL-4 All cultural materials, with the exception of sacred items, burial goods, and human remains, which will be addressed in the Cultural Resources Treatment and Monitoring Agreement required by mitigation measure **CUL-2**, that are collected during the grading monitoring program and from	As a condition of project approval, and implemented during ground-disturbing construction activities	City of Wildomar Public Works and Planning Departments	

Mitigation Measure		Timing	Monitoring Responsibility	Verification (Date and Initials)
	any previous archeological studies or excavations on the project site shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to the Pechanga Tribe's curation facility, which meets the standards set forth in 36 CRF Part 79 for federal repositories.			
CUL-5	All sacred sites, should they be encountered within the project site, shall be avoided and preserved as the preferred mitigation, if feasible as determined by a qualified professional in consultation with the Pechanga Tribe. To the extent that a sacred site cannot be feasibly preserved in place or left in an undisturbed state, mitigation measures shall be required pursuant to and consistent with Public Resources Code Section 21083.2 and CEQA Guidelines Sections 15064.5 and 15126.4.	As a condition of project approval, and implemented during ground-disturbing construction activities	City of Wildomar Public Works and Planning Departments	
CUL-6	Prior to future development approval on the project site and issuance of any grading, building, or other permit authorizing ground-disturbing activity, the project applicant(s) shall include the following wording on all construction contract documentation: If inadvertent discoveries of subsurface archaeological resources are discovered during grading, work shall be halted immediately within 50 feet of the discovery. The developer, the project archeologist, and the Tribe shall assess the significance of such resources and shall meet and confer regarding the mitigation for such resources. If the developer and the Tribe cannot agree on the significance of or the mitigation for such resources, these issues will be presented to the City of Wildomar Planning Director. The Planning Director shall make the determination based on the provisions of CEQA with respect to archaeological resources and shall take into account the religious beliefs, customs, and practices of the Pechanga Tribe. Notwithstanding any other rights available	As a condition of future development approval, and implemented during ground-disturbing construction activities	City of Wildomar Public Works and Planning Departments	

Mitigation Measure		Timing	Monitoring Responsibility	Verification (Date and Initials)
	under the law, the decision of the Planning Director shall be appealable to the City of Wildomar. In the event the significant resources are recovered and if the qualified archaeologist determines the resources to be historic or unique as defined by relevant state and local law, avoidance and mitigation would be required pursuant to and consistent with Public Resources Code Section 21083.2 and CEQA Guidelines Sections 15064.5 and 15126.4.			
CUL-7	To address the possibility that cultural resources may be encountered during future grading or construction, a qualified professional archeologist shall monitor all construction activities that could potentially impact archaeological deposits and a qualified paleontologist shall monitor all construction activities that could potentially impact paleontological deposits (e.g., grading, excavation, and/or trenching). However, monitoring should be discontinued as soon the qualified professional is satisfied that construction will not disturb cultural resources.	As a condition of future development approval, and implemented during ground-disturbing construction activities	City of Wildomar Engineering and Planning Departments	
CUL-8	Prior to the issuance of a grading permit, the project applicant(s) for future development shall identify to the City of Wildomar the qualified paleontologist who has been retained to evaluate the significance of any inadvertently discovery paleontological resources. If paleontological resources are encountered during grading or project construction, all work in the area of the find shall cease. The project applicant shall notify the City of Wildomar and retain a qualified paleontologist to investigate the find. The qualified paleontologist shall make recommendations as to the disposition of the paleontological resources to the City of Wildomar Planning Director. The developer shall pay for all required treatment and storage of discovered resources.	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
CUL-9 A qualified paleontologist or paleontological monitor shall monitor all mass grading and excavation activities. Monitoring will be conducted in areas of grading or excavation in undisturbed formational sediments of the sandstone member of the Pauba Formation (Qpfs) and the sandstone member of the Sandstone and Conglomerate of Wildomar (QTsw), of late Pliocene to middle Pleistocene age, as well as where over-excavation of surficial alluvial sediments will encounter these formations in the subsurface. Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediment that are likely to contain the remains of small fossil invertebrates and vertebrates. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.	As a condition of future development approval, and implemented during ground-disturbing construction activities	City of Wildomar Public Works and Planning Departments	
CUL-10 Any recovered paleontological specimens shall be identified to the lowest taxonomic level possible and prepared for permanent preservation, including screen-washing of sediments to recover small invertebrates and vertebrates shall occur if necessary.	As a condition of project approval, and implemented during ground-disturbing construction activities.	City of Wildomar Public Works and Planning Departments	
CUL-11 Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage shall occur at an institutional repository approved by the City of Wildomar. The paleontological program shall include a written repository agreement prior to the initiation of mitigation activities.	As a condition of project approval, and implemented during ground-disturbing construction activities.	City of Wildomar Public Works and Planning Departments	

Mitigation Measure		Timing	Monitoring Responsibility	Verification (Date and Initials)
CUL-12	A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location. The report, when submitted to and accepted by the City of Wildomar, shall signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.	Following ground-disturbing activities, and implemented prior to the issuance of a building permit	City of Wildomar Public Works and Planning Departments	
3.6 Geology and Soils				
GEO-1	Prior to the issuance of a grading permit, the developer shall submit a geotechnical soils reports to the City Engineer for review and approval. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by the City of Wildomar.	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	
GEO-2	All grading shall conform to Chapter 15.12, Building Code, of the Wildomar Municipal Code, and all other relevant laws, rules, and regulations governing grading in Wildomar. Prior to commencing any grading that includes 50 or more cubic yards, the developer shall obtain a grading permit from the Building Department.	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	
GEO-3	Erosion control-landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded per the requirements of Chapter 15.12 of the Wildomar Municipal Code. Planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. The developer shall plant and irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with	The project applicant shall incorporate requirements into all rough and/or precise grading plan documents. The project applicant's construction inspector shall monitor to ensure that measures are implemented during construction.	City of Wildomar Public Works and Planning Departments	

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
additional shrubs or trees or as approved by the City Engineer.			
GEO-4 The project applicant shall retain a qualified corrosive soils engineer. The qualified corrosive soils engineer shall investigate the project site for corrosive soils, review all grading and construction/building plans and recommend mitigation measures which shall be implemented to minimize any potential impacts associated with the site's corrosive soils, including but not limited installation of sacrificial steel, an appropriate cementitious material cover (e.g., grout), surface coatings (e.g., epoxy, zinc, etc.), grout filled corrugated plastic sheath encapsulation, use of stainless steel or a combination of these or similar factors. Prior to issuance of the project's first building permit, the City Engineer shall review and approve the corrosive soils report, and if required, the project applicant shall modify the foundation design of the project's structures to take into account the recommendations in the corrosive soils report, with such revised foundation designs to be approved by the City Engineer.	Prior to the issuance of a grading permit	City of Wildomar Planning and Building and Safety Departments	
3.7 Greenhouse Gas Emissions – none required	N/A	N/A	N/A
3.8 Hazards and Hazardous Materials			
HAZ-1 In accordance with the defensible space program included in **Appendix 8a**, two defensible space zones shall be created and maintained by the Homeowner's Association (HOA) of the completed project. The Homeowner's Association's Conditions, Covenants, and Restrictions (CC&Rs) shall contain language requiring homeowners to be aware of, and to observe the management of, the two zones.	As a condition of occupancy, and implemented prior to occupancy	City of Wildomar Building and Planning Departments	

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
The zones will include an Irrigated Zone “A” and a No/Low Fuel/Thinning Zone “B” Zone A will be located between the structures and Zone B. The formal Zone A will start at the end of the private lots and will be contained within a lettered lot under the control of the HOA. Zone A shall cleared of all natural vegetation and replanted with only approved plants listed on the approved plans (**Appendix 8a**) and in accordance with the spacing requirements of the same appendix. HOA CC&R documents will have language prohibiting the construction of combustible structures within Zone A. Home buyers shall be required to sign a disclosure indicating they are aware of the defensible space zone. Zone A area will be irrigated to keep the vegetation in a state of high fuel moisture year round. Zone B will start at the end of Zone A and move outward away from the structures towards the native vegetation. Zone B shall be developed and maintained in one of three methods: 1. Cleared, permanently and replaced with a noncombustible cover such as a boulder blanket or rock outcropping to prevent erosion. Any vegetation that establishes in this area would be removed. 2. Vegetation replaced with surface covering such a wood chips, base or gravel. This area would be maintained free of vegetation. 3. Selective thinning of natural vegetation to ground coverage of 50% or less with all of the dead and downed materials removed annually. All seasonal grasses will be cut to a height of no greater than four inches (4”) prior to the start of fire season but in no case could the height exceed eighteen inches (18”) even when the plants are growing and still not capable of burning. No highly combustible plants will be permitted. Any highly combustible plants will be			

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
removed from the zone during the regular maintenance activities before they seed into the area. Native shrubs shall be maintained at a height no greater than twenty four inches (24") in height.			
HAZ-2 Homebuyers shall be required to sign a disclosure indicating that they have knowledge of and will comply with the defensible space zone within the proposed project.	As a condition of occupancy, and implemented prior to occupancy	City of Wildomar Building and Planning Departments	
HAZ-3 As recommended by the Fire Behavior Report created for the proposed project (**Appendix 8a**), a perimeter block wall/radiant heat wall shall be constructed when a fuel modification zone is not possible without offsite improvements.	As a condition of occupancy, and implemented prior to occupancy	City of Wildomar Building and Planning Departments	
3.9 Hydrology and Water Quality			
HYD-1 Prior to the approval of the grading permit, the project applicant shall be required to prepare a stormwater pollution prevention plan (SWPPP) consistent with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2010-0014-DWQ), which is to be administered through all phases of grading and project construction. The SWPPP shall incorporate best management practices (BMPs) to ensure that potential off-site water quality impacts during construction phases are minimized. The SWPPP shall be submitted for review to the Regional Water Quality Control Board and to the City of Wildomar. A copy of the SWPPP must be kept accessible on the project site at all times. In addition, the project applicant will be required to submit, and obtain City Engineering approval of, a Water Quality Management Plan prior to the issuance of any building or grading permit in order to comply with the Areawide Urban Runoff Management Program. The project shall implement site design BMPs, source control BMPs,	Prior to issuance of grading permit	City of Wildomar Public Works and Planning Department	

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
and treatment control BMPs as identified in the Water Quality Management Plan. Site design BMPs shall include, but are not limited to, landscape buffer areas, on-site ponding areas, roof and paved area runoff directed to vegetated areas, and vegetated swales. Source control BMPs shall include, but are not limited to, education, landscape maintenance, litter control, parking lot sweeping, irrigation design to prevent overspray, and covered trash storage. Treatment control BMPs shall include vegetated swales and a detention basin, or an infiltration device.			
3.10 Land Use and Planning – none required	N/A	N/A	N/A
3.11 Mineral Resources – none required	N/A	N/A	N/A
3.12 Noise			
NOI-1 Development on the project site shall implement the following construction noise mitigation measures to reduce potential construction noise impacts: • Construction equipment staging and storage areas shall be located as far from the residential land uses as possible. • All construction equipment shall be properly maintained with operating mufflers and air intake silencers as effective as those installed by the original manufacturer. • Residents living up to 1,000 feet from the property line shall be provided with a construction schedule and contact information to file a complaint. Timely notification shall accompany any major changes to this schedule. • A temporary noise barrier shall be erected along the project boundaries during all construction activities.	During construction activities	City of Wildomar Building and Planning Departments	
NOI-2 To meet the City exterior noise standard of 65 dBA CNEL, permanent noise control barriers with a height of 6 feet are	Prior to the issuance of occupancy permits and during project	City of Wildomar Building and	

Mitigation Measure		Timing	Monitoring Responsibility	Verification (Date and Initials)
	required for lots that are adjacent to Prielipp Road, Elizabeth Lane, and Interstate 15. Table 12-2 indicates the height and location of the individual noise control barriers necessary for the project. The data in Table 12-2 is based on barrier locations at the boundary line of the subject lots, at the top of slope, between the adjacent roadway and exterior living area(s). It is important to note that the barriers' attenuation will be accomplished only if the referenced minimum height is based from the pad or the roadway elevation, whichever is the greater of the two. If the barrier is being constructed at a position where the starting elevation is less than the pad or adjacent roadway, the barrier's ultimate height will need to be adjusted to fit the aforementioned criteria. Where applicable, the barriers shall wrap around the ends of the dwelling units to prevent flanking of noise into the site.	operations	Planning Departments	
NOI-3	Because the projected first- and second-story interior noise impacts to the proposed project will have a range of approximately 42.7 to 53.6 dBA CNEL, when the windows are open, the interior City noise standard will be met with a "windows closed" condition and upgraded windows (Sound Transmission Class (STC) ≥ 25) and sliding glass doors. Due to this "windows closed" condition, all homes will require mechanical fresh air ventilation (i.e., air conditioning).	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	
NOI-4	The project shall utilize upgraded windows (STC ≥ 25) for units facing Prielipp Road, Elizabeth Lane, and Interstate 15. All residential units will properly be mitigated through the implementation of a "windows closed" condition, which will necessitate mechanical ventilation (i.e., air conditioning) meeting UBC (Uniform Building Code) fresh air ventilation standards.	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	
NOI-5	A means of mechanical ventilation shall be implemented for the proposed project's housing. The mechanical ventilation system shall be capable of providing two air changes per	Prior to the issuance of occupancy permits and during project	City of Wildomar Building and Planning	

Mitigation Measure	Timing	Monitoring Responsibility	Verification (Date and Initials)
hour in habitable rooms with a minimum of 15 cubic feet per minute (7 liters per second) of outside air per occupant. The fresh air inlet duct shall be of sound-attenuating construction and shall consist of a minimum of 10 feet of straight or curved duct or 6 feet plus one sharp 90-degree bend. Attic vents facing adjacent roadways, if applicable, shall include an acoustical baffle, or the attic floor (including the access panel) shall be fully insulated to prevent vehicle noise intrusion.	operations	Departments	
NOI-6 A "windows closed" condition shall be required to meet interior noise exposure standards for residential units facing Prielipp Road and Elizabeth Lane. To implement the "windows closed" condition, a means of mechanical ventilation is required to ensure satisfactory sound control and ventilation. For proper acoustical performance, all exterior windows, doors, and sliding glass doors must have a positive seal, and leaks/cracks shall be kept to a minimum.	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	
3.13 Population and Housing – none required	N/A	N/A	N/A
3.14 Public Services – none required			
PUB-1 Prior to issuance of any building permit, the project applicant shall pay the required school impact mitigation fees established by the Lake Elsinore Unified School District and in effect at the time of building permit issuance.	Prior to the issuance of a building permit	City of Wildomar Building and Planning Departments	
3.15 Recreation – none required	N/A	N/A	N/A
3.16 Transportation/Traffic – none required	N/A	N/A	N/A
3.17 Utilities and Service Systems – none required	N/A	N/A	N/A

ATTACHMENT A - EXHIBIT 3

MND Responses to Comments Received
(Single PDF)

ATTACHMENT B

Ordinance No. ____

ORDINANCE NO. ____

A ORDINANCE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 12-0364) FROM R-R (RURAL RESIDENTIAL) TO R-4 (PLANNED RESIDENTIAL ZONE) FOR A 24 ACRE SITE LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. <u>CEQA Determination</u>

The approval of this Change of Zone is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on September 10, 2014, at a duly noticed public hearing, the City Council adopted a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for Change of Zone No. 12-0364 reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2. <u>Change of Zone Findings</u>

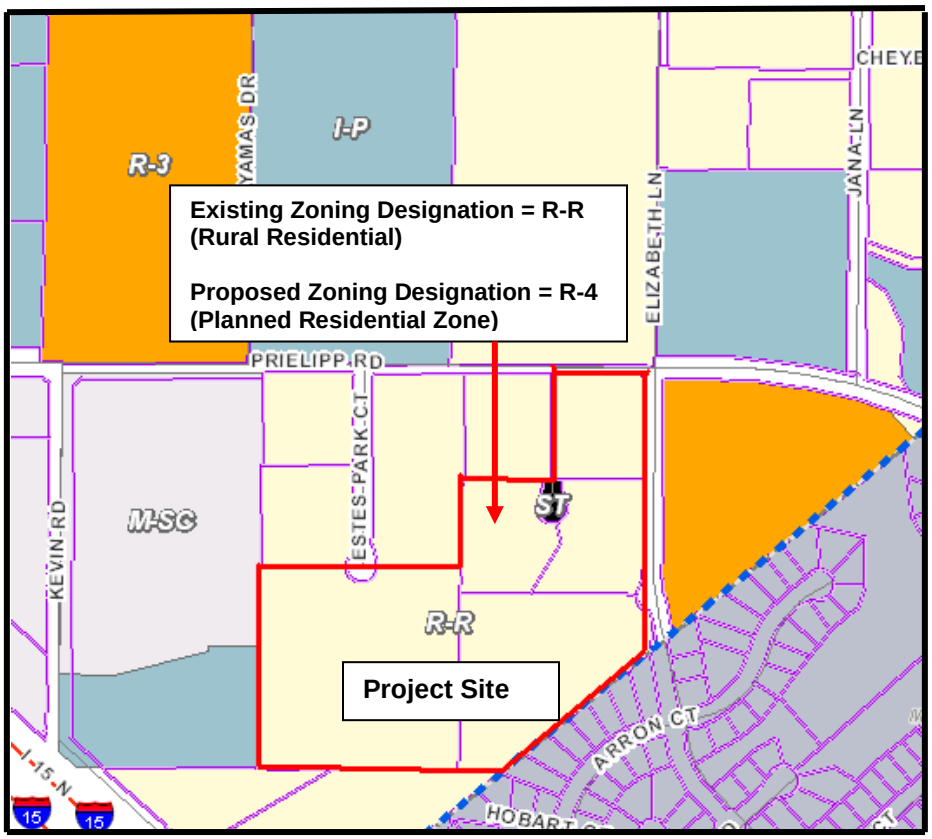
In accordance with the State of California, Government Code Section 65853 – 65857 and Section 17.280 of the Wildomar Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, hereby makes the following finding for the proposed Change of Zone No. 12-0364.

A. The proposed change of zone is in conformance with the adopted General Plan for the City of Wildomar.

The proposed change of zone for the Lennar Residential project from the current zoning designation of R-R (Rural Residential) to R-4 (Planned Residential) is consistent with the City's General Plan in that the land use designation is intended to provide for single family detached and attached residences with a density range of 5 to 8 dwelling units per acre on lots that typically (not mandated) range in size from 4,000 to 6,500 square feet, with an average lot size of 6,000 square feet. In reviewing the applicant's development proposal, the project density is set at 5.92 units/acre. In addition, the lot sizes proposed under the tentative tract map range in size from 5,184 square feet to 19,198 square feet which exceeds the minimum standard. With an average lot size of 7,586 square feet, the proposed tract map is consistent with the General Plan.

SECTION 3: **<u>Amendment to the Zoning Map</u>**

The City Council, upon recommendation of the Planning Commission, based on the findings above, hereby approves a change to the City of Wildomar Zoning Map for Change of Zone No. 12-0364 from the current zoning designation of R-R (Rural Residential) to R-4 (Planned Residential), as illustrated and described below:



<u>Legal Description:</u>

APN: 380-280-004 and 380-280-009, 010, 011 & 012

PARCEL 2 AND 4 OF PARCEL MAP 11793, FILED IN BOOK 61 OF PARCEL MAPS, PAGE 38 THEREOF, TOGETHER WITH PARCELS 1 AND 2 OF PARCEL MAP 17667, FILED IN THE BOOK 119 OF PARCEL MAPS, PAGE 92 THEREOF, AND TOGETHER WITH PARCEL 3 OF PARCEL MAP 12214, FILED IN BOOK 67 OF PARCEL MAPS, PAGE 44 THEREOF, ALL OF RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

SECTION 4. <u>Effective Date of the Ordinance.</u>

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

SECTION 5. <u>Severability.</u>

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. <u>City Clerk Action</u>

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT C

Resolution No. 2014-____
Tentative Tract Map No. 36497

RESOLUTION NO. 2014-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 36497 (PA 12-0364) FOR THE SUBDIVISION OF APPROXIMATELY 24 ACRES INTO 67 PARCELS (INCLUDING APPROVAL OF MINOR VARIATIONS IN ACCORDANCE WITH THE COUNTYWIDE DESIGN STANDARDS AND GUIDELINES), SUBJECT TO CONDITIONS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

WHEREAS, an application for Tentative Tract Map No. 36497 (Planning Application No. 12-0364) to subdivide 24 acres into 67 single family residential lots, including a private park has been filed by:

Applicant / Owner:	Lennar Homes of California
Authorized Agent:	Ms. Jarnne Valdez, Project Manager, Lennar Homes
Project Location:	SWC of Elizabeth Lane and Prielipp Road
APN Number:	380-280-004 and 380-280-009, 010, 011 & 012
Lot Area:	24 acres

WHEREAS, in accordance with the California Government Code Section 66452 – 66452.22 (Subdivision Map Act), the City of Wildomar Subdivision Ordinance (Title 16), and the City of Wildomar Zoning Ordinance (Title 17), the City Council, upon recommendation of the Planning Commission, has the authority and has reviewed the proposed Tentative Tract Map No. 36497 for the Lennar Residential Project; and

WHEREAS, in accordance with Government Code Section 66452.3, the City has provided the applicant with a copy of the Planning Department staff report and resolutions for Tentative Tract Map No. 36497 containing staff's recommendation to the Planning Commission at least three (3) days prior to the below referenced noticed public hearing; and

WHEREAS, the proposed Tentative Tract Map No. 36497 for the Lennar Residential Project is considered a "Project" as defined by the California Environmental Quality Act, Public Resources Code §21000 et seq. ("CEQA"); and

WHEREAS, the Planning Director has determined that the proposed project may have one or more significant effects on the environment and that preparation of an Initial Study/Mitigated Negative Declaration was therefore warranted under Public Resources Code §21080(c); and

WHEREAS, after completion of an Initial Study, the Planning Director determined that it did not identify any potentially significant effects on the environment nor was there any substantial evidence from which it could be fairly argued that the project would have

a significant effect on the environment. Therefore, staff has recommended to the Planning Commission adoption of a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for this project; and

WHEREAS, the proposed Mitigated Negative Declaration consists of the following documents: Initial Study, Mitigated Negative Declaration, Mitigation Monitoring & Reporting Program, and applicable Technical Appendices; and

WHEREAS, on June 17, 2014, using a method required under CEQA Guidelines Section 15072, the City provided a Notice of Intent (NOI) to the Riverside County Clerk, the State Clearing (OPR), the Press Enterprise, a local newspaper of general circulation, and the City's local distribution list regarding the adoption of a proposed Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for the project; and

WHEREAS, On June 17, 2014, the revised/updated draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program was made available for public review for a period of not less than 30 days commencing on June 17, 2014 and concluding on July 16, 2014 as required by CEQA Guidelines §15087. Said document was posted in two public places for review at the following locations: 1) Wildomar City Hall, and 2) the City of Wildomar website; and

WHEREAS, during the 30-day public review period, the City received two (2) written comments concerning the revised/updated Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program; and

WHEREAS, in accordance with Government Code Sections 65090, 65353 and 65355, the City of Wildomar Planning Department, on August 27, 2014 mailed a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the date and time of the public hearing for which the Tentative Tract Map No. 36497 would be considered by the City Council; and

WHEREAS, in accordance with Government Code Sections 65090, 65353 and 65355, the City of Wildomar Planning Department, on August 29, 2014 published a legal notice in the "Press Enterprise", a local newspaper of general circulation, in compliance with State law notifying the general public of the public hearing for which Tentative Tract Map No. 36497 would be considered by the City Council; and

WHEREAS, in accordance with Government Code Section 65353, the City of Wildomar City Council on September 10, 2014 held said public hearing at which time the Planning Commission received pubic testimony from interested persons in support of, or opposition to, the proposed Tentative Tract Map No. 36497.

NOW, THEREFORE, the City Council of the City of Wildomar does hereby resolve, determine and order as follows:

SECTION 1. CEQA FINDINGS:

The approval of Tentative Tract Map No. 36497 is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on September 10, 2014, at a duly noticed public hearing, the City Council, upon recommendation from the Planning Commission, adopted a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2. TENTATIVE TRACT MAP FINDINGS.

The City Council, upon recommendation from the Planning Commission, in light of the whole record before it including but not limited to the staff report, proposed Initial Study/Mitigated Negative Declaration, Mitigation Monitoring & Reporting Program and the Response to Comments (attached hereto as Exhibit 1, 2 and 3 to this Resolution), documents incorporated herein by reference, and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, find and determine as follows:

A. The proposed tract map is consistent with the City's General Plan and any applicable specific plan as specified in Government Code Section 65451.

   Evidence: The proposed Tentative Tract Map No. 36497 is consistent with the City's General Plan in that the land use designation is intended to provide for single family detached and attached residences with a density range of 5 to 8 dwelling units per acre on lots that typically (not mandated) range in size from 4,000 to 6,500 square feet, with an average lot size of 6,000 square feet. In reviewing the applicant's development proposal, the project density is set at 5.92 units/acre. In addition, the lot sizes proposed under the tentative tract map range in size from 5,184 square feet to 19,198 square feet which exceeds the minimum standard. With an average lot size of 7,586 square feet, the proposed tract map is consistent with the General Plan. There is no specific plan governing this project. In terms of specific land use policies related to this project, the proposed tract map promotes (and is consistent with) the following residential land use policies:

   LU 3.1 (Community Design) – "Accommodate land use development in accordance with the patterns and distribution of uses and density depicted on the General Plan Land Use map."

   LU 6.1 (Land Use Compatibility) – "Require land uses to develop in accordance with the General Plan and area plans to ensure compatibility and minimize impacts."

LU12.6 (Circulation) - “Require that adequate and accessible circulation facilities exist to meet the demands of a proposed land use.”

LU22.1 (Community Development) - “Accommodate the development of single and multi family residential units in areas appropriately designated by the General Plan and area plan land use maps. “

LU22.3 (Community Development) - “Require that adequate and available circulation facilities, water resources and sewer facilities exist to meet the demands of the proposed residential land use.”

B. The design or improvement of the proposed subdivision is consistent with the City’s General Plan and any applicable specific plan.

Evidence: The proposed subdivision has been designed to meet all City standards applicable to residential subdivisions which are designed to provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on-site and off-site public improvements. Further, all streets, utilities, and drainage facilities have been designed and are required to be constructed in conformance with City standards. There is no specific plan governing this project.

C. The site is physically suitable for the type and proposed density of development.

Evidence: The project site encompasses 24 acres. The tentative map proposes to subdivide the project area into 67 lots for single family residential development. The density allowed by the MHDR designation allows a density range of 5 to 8 dwelling units per acre which the project meets. In reviewing the applicant’s tract map, the project density is 5.92 units/acre which meets the MHDR density requirements. The MHDR land use category also allows lots that typically (not mandated) range in size from 4,000 to 6,500 square feet. The proposed lot sizes under the tentative tract map range in size from 5,184 square feet to 19,198 square feet which meets this standard. The R-4 zone requires an average lot size of 6,000 square feet. The proposed tract map reflects an average lot size of 7,586 square feet which meets this standard. Therefore, the proposed tract map is physically suitable for the type and proposed density of development.

D. The design of the subdivision or proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The City prepared an Initial Study that resulted in the preparation, processing and review of an Initial Study/Mitigated Negative Declaration for Tentative Tract Map No. 36497. The IS/MND analyzed the environmental issues required by CEQA related to fish and wildlife, including their respective habitats. The IS/MND was circulated for public review and made available for a 30-day public review period in accordance with CEQA law. A Determination of Biological

Equivalent or Superior Preservation (DBESP) analysis was prepared for this project and reviewed by the U.S. Fish and Wildlife Agency and the California Department of Fish and Wildlife. Both agencies concur with the analysis and recommended conditions outlined in the DBESP. Thus, it has been determined that the design of the subdivision and proposed improvements will not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat project with implementation of the proposed mitigation measures as outlined in the Mitigation Monitoring and Report Program (MMRP) and DBESP. Therefore, the proposed tract map meets this finding.

E. The design of the subdivision or type of improvements is not likely to cause serious public health problems.

Evidence: The design of the subdivision is in conformance with the City's General Plan, Zoning Code and Subdivision Ordinance. The design and construction of all improvements to accommodate the project have been conditioned to in accordance with all applicable City of Wildomar ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to stormwater runoff management and adopted public works standards. As the City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety and welfare, the proposed tract map project meets this finding.

F. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: No easements of record or easements established by judgment of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site and the City does not otherwise have any constructive or actual knowledge of any such easements.

SECTION 4. CITY COUNCIL ACTION

The City Council, upon recommendation from the Planning Commission, hereby adopts Resolution No. 2014-___ approving Tentative Tract Map No. 36497 (Planning Application No. 12-0364), subject to conditions as provided herein and attached hereto to this Resolution as Exhibit 1, including approval of the proposed project design variations in accordance with the Countywide Design Standards and Guidelines[3].

[3] *Citation: Countywide Design Standards and Guidelines, Adopted January 13, 2004; Page 2.*

PASSED, APPROVED AND ADOPTED this 10th day of September 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT C - EXHIBIT 1 LENNAR RESIDENTIAL PROJECT - CONDITIONS OF APPROVAL			
Project Application: Tentative Tract Map No. 36497 (Planning Application No. 12-0364)			
APN No.: 380-280-004 and 380-280-009, 010, 011 & 012			
Original Council Approval Date: **TTM No. 36497: September 10, 2014**	**Expiration Date (Council Approval)** **TTM No. 36497: September 10, 2017**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**

PLANNING DEPARTMENT CONDITIONS				
General Conditions				
1.	In compliance with Section 15094 of the CEQA Guidelines, a Notice of Determination (NOD) shall be filed with the Riverside County Clerk within five (5) working days of project approval by the City Council. The Notice shall include the required California Department of Fish and Game (Code Section 711.4.d.3) fee, and the Riverside County Clerk administrative fee (paid by the applicant) in the amount of **$2,206.25**. Failure to pay the required fee will result in the project being deemed null and void (California Fish and Game Code Section 711.4(c). The above fee is broken down as follows: a. California Department of Fish & Game = $2,156.25; and b. Riverside County Clerk Administrative Fee = $50.00	Sept. 15, 2014	Planning Department	Duplicate Condition with Plot Plan No. 12-0364
2.	The applicant shall review and sign below verifying the "Acceptance of the Conditions of Approval" and return the signed page to the Wildomar Planning Department within seven (7) days of City Council approval. Applicant Signature: Date:	Sept. 17, 2014	Planning Department	
3.	The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all	On-Going	Planning Department	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. City shall promptly notify the applicant of any Action brought and request that applicant defend the City. It is expressly agreed that applicant may select legal counsel providing the applicant's defense and the City shall have the right to approve separate legal counsel providing the City's defense. The applicant shall reimburse City for any attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Applicant agrees that City will forward monthly invoices to Applicant for attorneys' fees, costs and expenses it has incurred related to its defense of any Action and applicant agrees to timely payment within thirty (30) days of receipt of the invoice. Within fourteen (14) days of an Action being filed, applicant agrees to post adequate security or a cash deposit with			

ATTACHMENT C - EXHIBIT 1 LENNAR RESIDENTIAL PROJECT - CONDITIONS OF APPROVAL			
Project Application: Tentative Tract Map No. 36497 (Planning Application No. 12-0364)			
APN No.: 380-280-004 and 380-280-009, 010, 011 & 012			
Original Council Approval Date: **TTM No. 36497: September 10, 2014**	**Expiration Date (Council Approval)** **TTM No. 36497: September 10, 2017**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with applicant in the defense of any Action.			
4. Approval of Tentative Tract Map No. 36497 shall expire on September 10, 2017 (3 years after approval by the City Council) if the tract map has not been recorded. The applicant may submit a request for a one-year Extension of Time (EOT) with the Planning Department as permitted by Wildomar Subdivision Ordinance provided the written request is made within 45 days of the expiration date and accompanied by the required EOT application & fee.	July 28, 2017	Planning Department	
5. Within 30 days of approval of Tentative Tract Map No. 36497 by the City Council, the applicant shall pay any outstanding deposit account balances. Failure to pay the outstanding balance by the due date may result in delays in the processing of the final tract map.	October 10, 2014	Planning Department	
6. The project shall be subdivided and developed in accordance with the tentative tract map and plot plan approved by the City Council on June 11, 2014. The applicant may request a modification/revision to the approved project as outlined in Section 16.12.210 & 16.12.220 of the Wildomar Subdivision Ordinance.	On-Going	Planning Department	
7. Tentative Tract Map No. 36497 shall not become effective until 30 days after the 2nd reading of the proposed Change of Zone No. 12-0364 by the City Council. No recordation of the final map shall occur until after this date.	November 8, 2014		

8.	If human remains are encountered during grading activities, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.	On-Going	Planning & Engineering Depts.	
9.	If during ground disturbance activities unique cultural resources are discovered, that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance. (1) All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the Native American tribal representative and the planning director to discuss the significance of the find. (2) At the meeting, the significance of the discoveries shall be discussed and after consultation with the	On-Going	Planning & Engineering Depts.	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	Pechanga and Soboba Band representatives and the archaeologist, a decision shall be made, with the concurrence of the planning director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources. (3) Grading of further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.			
10.	Prior to completion of the private park, the Applicant work with the Public Works Department to install a stop sign at the intersection of Street A and B (added by the Planning Commission on 8/20/14).	Prior to completion of the Private Park.	City of Wildomar Planning and Public Works Department	
CEQA/IS/MND Mitigation Measures				
11.	**AES-1** Per Section 8.64.090 of the Wildomar Municipal Code, all exterior lighting must be fully shielded if feasible and partially shielded in all other cases, and must be focused to minimize spill of light into the night sky and onto adjacent properties.	Upon submittal of development plans for the proposed project	City of Wildomar Planning and Public Works Department	
12.	**BIO-1** The project applicant shall conduct construction and clearing activities outside of the avian nesting season (January 15–August 31), where feasible. If clearing and/or construction activities occur during the nesting season, preconstruction surveys for nesting raptors, migratory birds, and special-status resident birds (e.g., coastal California gnatcatcher) shall be conducted by a qualified biologist, up to 14 days before initiation of construction activities. The qualified biologist shall survey the construction zone and a 250-foot radius surrounding the construction zone to determine whether the activities	The project applicant shall incorporate requirements into all rough and/or precise grading plan documents. The project applicant's construction inspector shall	City of Wildomar Planning and Public Works Departments	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	taking place have the potential to disturb or otherwise harm nesting birds. In the event that project grading is approved prior to completion of focused surveys for the Least Bell's Vireo (LBV), a 250 – 300 foot buffer shall be placed around any identified suitable habitat sites within the project site. No construction-related activities will occur within this buffer area during nesting season (January 15 – August 31). If construction activities occur during the nesting season, a biological monitor shall be required to be present at the project site until a focused survey has been completed. If the focused survey is completed with negative findings, then no further monitoring will be required. If LBV is observed during the focused survey, then a biological monitor shall be required to be present at the project site until all construction activities have been completed. If an active nest is located within 100 feet (250 feet for raptors) of construction activities, the project applicant shall establish an exclusion zone (no ingress of personnel or equipment at a minimum radius of 100 feet or 250 feet, as appropriate, around the nest). Alternative exclusion zones may be established through consultation with the CDFW and the USFWS. The exclusion zones shall remain in force until all young have fledged. Reference to this requirement and to the Migratory Bird Treaty Act shall be included in the construction specifications. If construction activities or tree removal are proposed to occur during the non-breeding season (September 1–January 14), a survey is not required, no further studies are necessary, and no mitigation is required.	monitor to ensure that measures are implemented during construction.		

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
13.	**BIO-2** Per MSHCP Species-Specific Objective 6, preconstruction presence/absence surveys for burrowing owl within the survey area, where suitable habitat is present, will be conducted for all covered activities through the life of the building permit. Surveys will be conducted 30 days prior to disturbance. Take of active nests will be avoided. Passive relocation (use of one-way doors and collapse of burrows) will occur when owls are present outside the nesting season. The breeding period for burrowing owls is February 1 through August 31, with the peak being April 15 to July 15, the recommended survey window. Winter surveys may be conducted between September 1 and January 31. If construction is delayed or suspended for more than 30 days after the survey, the area shall be resurveyed. Surveys shall be completed for occupied burrowing owl burrows within all construction areas and within 150 meters (500 feet) of the project work areas (where possible and appropriate based on habitat). All occupied burrows will be mapped on an aerial photo.	Thirty days prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	
14.	**BIO-3** If burrowing owls are identified during the survey period, the City shall require the project applicant to take the following actions to offset impacts prior to ground disturbance: Active nests within the areas scheduled for disturbance or degradation shall be avoided from February 1 through August 31, and a minimum 75-meter (250-foot) buffer shall be provided until fledging has occurred. Following fledging, owls may be passively relocated by a qualified biologist. If impacts on occupied burrows in the non-nesting period are unavoidable, on-site passive relocation techniques may be used if approved by the CDFW to encourage owls to move to alternative burrows outside of the impact area. However, no occupied burrows shall	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	

	be disturbed during the nesting season unless a qualified biologist verifies through noninvasive methods that the burrow is no longer occupied. Foraging habitat for relocated pairs shall be provided in accordance with guidelines provided by the CDFG (2012). If relocation of the owls is approved for the site by the CDFW, the City shall require the developer to hire a qualified biologist to prepare a plan for relocating the owls to a suitable site. The relocation plan must include all of the following: • The location of the nest and owls proposed for relocation. • The location of the proposed relocation site. • The number of owls involved and the time of year when the relocation is proposed to take place. • The name and credentials of the biologist who will be retained to supervise the relocation. • The proposed method of capture and transport for the owls to the new site. • A description of site preparation at the relocation site (e.g., enhancement of existing burrows, creation of artificial burrows, one-time or long-term vegetation control). • A description of efforts and funding support proposed to monitor the relocation. If paired owls are present within 50 meters (160 feet) of a temporary project disturbance (e.g., parking areas), active burrows shall be protected with fencing/cones/flagging and monitored by a qualified biologist throughout construction to identify losses from nest			

	abandonment and/or loss of reproductive effort.			
15.	**BIO-4** The project applicant shall ensure there is no loss of the 1.88 acres of riparian habitat supported by the drainage feature identified by this document as Feature 1 (shown as Lot L on Figures 3a and 3b). The required conservation of the 1.88 acres of cottonwood-willow riparian forest plus the conservation of the 3.69 acres of adjacent upland habitat, will be accomplished by including a deed restriction on the combined 5.57 acre parcel itself, as well as by placing a deed restriction for all properties adjacent to the area of Feature 1 informing property owners of the status of the area as preserved lands.	Prior to project vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	
16.	**BIO-5** A homeowners association of the project, or another entity designated by the project applicant and approved by the City, shall preserve and manage the conservation area required by BIO-4 in accordance with MSHCP requirements, as well as the applicable regulatory requirements of the CDFW, the USACE, and/or the State Water Resources Control Board. The preservation and management of the conservation area shall be subject to a Habitat Management Plan (HMP) prepared by a qualified biologist. In addition, the Habitat Management Plan shall be funded, developed and implemented by the applicant and/or the Home Owners Association ("HOA") of the completed project, and that Plan shall be submitted to the City for review and approval prior to any clearing and/or construction activity. The Plan's preservation and management of the area shall include, but is not limited to the following: • Toxics: Land uses proposed in proximity to the MSHCP	Prior to any clearing and/or construction activity.	City of Wildomar Planning and Public Works Departments	

	Conservation Area that use chemicals or generate bioproducts, such as manure, that are potentially toxic or may adversely affect wildlife species, habitat, or water quality shall incorporate measures to ensure that application of such chemicals does not result in discharge to the MSHCP Conservation Area. The greatest risk is from landscaping fertilization overspray and runoff. • Lighting: Night lighting shall be directed away from the MSHCP Conservation Area to protect species within the MSHCP Conservation Area from direct night lighting. Shielding shall be incorporated into project designs to ensure ambient lighting in the MSHCP Conservation Area is not increased. • Noise: Proposed noise-generating land uses affecting the MSHCP Conservation Area shall incorporate setbacks, berms, or walls to minimize the effects of noise on MSHCP Conservation Area resources pursuant to applicable rules, regulations, and guidelines related to land use noise standards. • Invasives: Consider the invasive, non-native plant species listed in Table 6-2 of the MSHCP in approving landscape plans to avoid the use of invasive species for the portions of development that are adjacent to the MSHCP Conservation Area. Considerations in reviewing the applicability of this list shall include proximity of planting areas to the MSHCP Conservation Areas, species considered in the planting plans, resources being protected within the MSHCP Conservation Area and their relative sensitivity to invasion, and barriers to			

	plant and seed dispersal, such as walls, topography, and other features. MSHCP Table 6-2 has been included in Appendix E for reference purposes. • Barriers: Proposed land uses adjacent to the MSHCP Conservation Area shall incorporate barriers, where appropriate, in individual project designs to minimize unauthorized public access, domestic animal predation, illegal trespass, or dumping into the MSHCP Conservation Areas. • Drainage: Incorporate measures to control the quantity and quality of runoff from the site entering the MSHCP Conservation Area. In particular, measures shall be put in place to avoid discharge of untreated surface runoff from developed and paved areas into the MSHCP Conservation Area. a. A qualified biologist shall meet with the landscape crew that will be responsible for the maintenance of the riparian area to discuss the plants that require removal. b. A qualified biologist will monitor the first two years of maintenance activities to ensure enhancement and maintenance activities are adequate. c. A preconstruction nesting bird survey will be required prior to vegetation removal or ground-disturbing activities within 250 feet of the riparian vegetation. d. Trash, debris, and previous construction elements will be removed from the riparian area. e. In order to meet the DBESP requirement of an equivalent or			

	superior preservation, the main drainage feature's riparian habitat will be enhanced. This enhancement area shall be contained within the entire 1.88 acres of riparian habitat on-site. Habitat enhancement will require the removal of non-native invasive species such as pampas grass (*Cortaderia selloana*), broadleaf cattail (*Typha latifolia*), and Mediterranean tamarisk (*Tamarix ramosissima*). f. Once construction of the project has been completed and the mechanism for maintaining the riparian area has been completed, the first year of habitat management will begin. g. The riparian area will be visited on four separate occasions throughout the first year to remove all non-native weedy species. Many weedy species emerge during different times of the year. Multiple site visits will ensure that all invasive plant species will be targeted. An annual monitoring survey and report shall be prepared to qualitatively assess the main drainage feature and estimate the amount of remaining non-native species. Following the first year of maintenance, non-native invasive plants should not exceed 5 percent vegetative cover. h. The second year of habitat management will require two separate site visits. Once the majority of the non-native invasive species have been removed, the likelihood of reoccurrence will be minimized and therefore, the number of necessary surveys is reduced. A second annual monitoring survey will be conducted in a similar fashion to the first year, documenting the estimated percentage of non-native invasive			

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	species coverage. Following the first year of maintenance, non-native invasive plants should not exceed 2 percent vegetative cover. An annual report of findings will be established to document the performance of the applicant and/or the HOA in managing the open space area and will be sent to the City for review. The report will assess the project based on the performance standards as well as a qualitative assessment of the drainage feature with regard to improving existing site conditions			
17.	**BIO-6** The project applicant shall comply with the applicable requirements, if any, of CDFW, the USACE, and/or the State Water Resources Control Board with respect to both Feature 1 and Feature 2, and ensure that the project will result in no net loss of potential waters of the State and waters of the United States through impact avoidance. Evidence of compliance with this mitigation measure shall be provided prior to ground-disturbing or grading activities for the proposed project.	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	
18.	**BIO-7** Because the project will directly impact the 0.159 acre pond and swales that comprise Feature 2, the owner, developer, or successor in interest shall purchase mitigation credits in the amount of 0.419 acre. The purchase is anticipated from the Elsinore-Murrieta-Anza Resource Conservation District, but may be purchased from any other entity acceptable to the Regional Conservation Authority and the City of Wildomar. The purchased credits shall be for willow riparian habitat and shall be associated with land within the Murrieta Creek	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	

	watershed.			
19.	**BIO-8** The project applicant shall submit fees to the City in accordance with the requirements of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Mitigation Fee Areas, including the MSHCP Mitigation Fee Area and the Stephens' Kangaroo Rat Mitigation Fee Area, as applicable. MSHCP mitigation fees are used to purchase off-site occupied habitat within the designated conservation areas to ensure the long-term conservation of coastal California gnatcatcher. Similarly, the Stephens Kangaroo Rat Mitigation Fee is also designed to generate funds to purchase off-site occupied habitat for Stephens' kangaroo rats in core conservation areas.	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning Department	
20.	**CUL-1** Prior to development approval on the project site and issuance of any grading, building, or other permit authorizing ground-disturbing activity, the project applicant(s) shall include the following wording in all construction contract documentation: If during grading or construction activities cultural resources are discovered on the project site, work shall be halted immediately within 50 feet of the discovery and the resources shall be evaluated by a qualified archeologist and the Pechanga Tribe (Tribe). Any unanticipated cultural resources that are discovered shall be evaluated and a final report prepared by the qualified archeologist. The report shall include a list of the resources discovered, documentation of each site/locality, and interpretation of the resources identified, and the method of preservation and/or recovery for identified resources. In the event the significant resources are recovered and if the qualified archaeologist and the Tribe determines the resources to be historic or unique, avoidance and/or	As a condition of future development approval, and implemented during ground-disturbing construction activities	City of Wildomar Building & Safety and Planning Departments	

	mitigation would be required pursuant to and consistent with CEQA Guidelines Sections 15064.5 and 15126.4 and Public Resources Code Section 21083.2 and the Cultural Resources Treatment and Monitoring Agreement required by mitigation measure **CUL-2**.			
21.	**CUL-2** At least 30 days prior to seeking a grading permit, the project applicant(s) shall contact Pechanga Tribe to notify the Tribe of grading, excavation, and the monitoring program and to coordinate with the City of Wildomar and the Tribe to develop a Cultural Resources Treatment and Monitoring Agreement. The agreement shall include, but not be limited to, outlining provisions and requirements for addressing the treatment of cultural resources; project grading and development scheduling; terms of compensation for the monitors; and treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on the site; and establishing on-site monitoring provisions and/or requirements for professional Tribal monitors during all ground-disturbing activities. A copy of this signed agreement shall be provided to the Planning Director and Building Official prior to the issuance of the first grading permit.	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	
22.	**CUL-3** Prior to future development approval on the project site and issuance of any grading, building, or other permit authorizing ground-disturbing activity, the project applicant(s) shall include the following wording on all construction contract documentation: If human remains are encountered, California Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b),	As a condition of project approval, and implemented during ground-disturbing construction	City of Wildomar Public Works and Planning Departments	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable time frame. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultations concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.			
23.	**CUL-4** All cultural materials, with the exception of sacred items, burial goods, and human remains, which will be addressed in the Cultural Resources Treatment and Monitoring Agreement required by mitigation measure **CUL-2**, that are collected during the grading monitoring program and from any previous archeological studies or excavations on the project site shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to the Pechanga Tribe's curation facility, which meets the standards set forth in 36 CFR Part 79 for federal repositories.	As a condition of project approval, and implemented during ground-disturbing construction activities	City of Wildomar Public Works and Planning Departments	
24.	**CUL-5** All sacred sites, should they be encountered within the project site, shall be avoided and preserved as the preferred mitigation, if feasible as determined by a qualified professional in consultation with the Pechanga Tribe. To the extent that a sacred site cannot be feasibly preserved in place or left in an undisturbed state, mitigation measures shall be required pursuant to and consistent with Public Resources Code Section 21083.2 and CEQA Guidelines Sections 15064.5 and	As a condition of project approval, and implemented during ground-disturbing construction activities	City of Wildomar Public Works and Planning Departments	

	15126.4.			
25.	**CUL-6** Prior to future development approval on the project site and issuance of any grading, building, or other permit authorizing ground-disturbing activity, the project applicant(s) shall include the following wording on all construction contract documentation: If inadvertent discoveries of subsurface archaeological resources are discovered during grading, work shall be halted immediately within 50 feet of the discovery. The developer, the project archeologist, and the Tribe shall assess the significance of such resources and shall meet and confer regarding the mitigation for such resources. If the developer and the Tribe cannot agree on the significance of or the mitigation for such resources, these issues will be presented to the City of Wildomar Planning Director. The Planning Director shall make the determination based on the provisions of CEQA with respect to archaeological resources and shall take into account the religious beliefs, customs, and practices of the Pechanga Tribe. Notwithstanding any other rights available under the law, the decision of the Planning Director shall be appealable to the City of Wildomar. In the event the significant resources are recovered and if the qualified archaeologist determines the resources to be historic or unique as defined by relevant state and local law, avoidance and mitigation would be required pursuant to and consistent with Public Resources Code Section 21083.2 and CEQA Guidelines Sections 15064.5 and 15126.4.	As a condition of future development approval, and implemented during ground-disturbing construction activities	City of Wildomar Public Works and Planning Departments	
26.	**CUL-7** To address the possibility that cultural resources may be encountered during future grading or construction, a qualified	As a condition of future development	City of Wildomar Engineering and	

	professional archeologist shall monitor all construction activities that could potentially impact archaeological deposits and a qualified paleontologist shall monitor all construction activities that could potentially impact paleontological deposits (e.g., grading, excavation, and/or trenching). However, monitoring should be discontinued as soon the qualified professional is satisfied that construction will not disturb cultural resources.	approval, and implemented during ground-disturbing construction activities	Planning Departments	
27.	**CUL-8** Prior to the issuance of a grading permit, the project applicant(s) for future development shall identify to the City of Wildomar the qualified paleontologist who has been retained to evaluate the significance of any inadvertently discovery paleontological resources. If paleontological resources are encountered during grading or project construction, all work in the area of the find shall cease. The project applicant shall notify the City of Wildomar and retain a qualified paleontologist to investigate the find. The qualified paleontologist shall make recommendations as to the disposition of the paleontological resources to the City of Wildomar Planning Director. The developer shall pay for all required treatment and storage of discovered resources.	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	
28.	**CUL-9** A qualified paleontologist or paleontological monitor shall monitor all mass grading and excavation activities. Monitoring will be conducted in areas of grading or excavation in undisturbed formational sediments of the sandstone member of the Pauba Formation (Qpfs) and the sandstone member of the Sandstone and Conglomerate of Wildomar (QTsw), of late Pliocene to middle Pleistocene age, as well as where over-excavation of surficial alluvial sediments will encounter these formations in the subsurface. Paleontological monitors shall be	As a condition of future development approval, and implemented during ground-disturbing construction activities	City of Wildomar Public Works and Planning Departments	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediment that are likely to contain the remains of small fossil invertebrates and vertebrates. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.			
29.	**CUL-10** Any recovered paleontological specimens shall be identified to the lowest taxonomic level possible and prepared for permanent preservation, including screen-washing of sediments to recover small invertebrates and vertebrates shall occur if necessary.	As a condition of project approval, and implemented during ground-disturbing construction activities.	City of Wildomar Public Works and Planning Departments	
30.	**CUL-11** Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage shall occur at an institutional repository approved by the City of Wildomar. The paleontological program shall include a written repository agreement prior to the initiation of mitigation activities.	As a condition of project approval, and implemented during ground-disturbing construction activities.	City of Wildomar Public Works and Planning Departments	
31.	**CUL-12** A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original	Following ground-disturbing activities, and implemented	City of Wildomar Public Works and Planning Departments	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	location. The report, when submitted to and accepted by the City of Wildomar, shall signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.	prior to the issuance of a building permit		
32.	**GEO-1** Prior to the issuance of a grading permit, the developer shall submit a geotechnical soils reports to the City Engineer for review and approval. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by the City of Wildomar.	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	
33.	**GEO-2** All grading shall conform to Chapter 15.12, Building Code, of the Wildomar Municipal Code, and all other relevant laws, rules, and regulations governing grading in Wildomar. Prior to commencing any grading that includes 50 or more cubic yards, the developer shall obtain a grading permit from the Building Department.	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	
34.	**GEO-3** Erosion control-landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded per the requirements of Chapter 15.12 of the Wildomar Municipal Code. Planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. The developer shall plant and irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the City	The project applicant shall incorporate requirements into all rough and/or precise grading plan documents. The project applicant's construction inspector shall	City of Wildomar Public Works and Planning Departments	

	Engineer.	monitor to ensure that measures are implemented during construction.		
35.	**GEO-4** The project applicant shall retain a qualified corrosive soils engineer. The qualified corrosive soils engineer shall investigate the project site for corrosive soils, review all grading and construction/building plans and recommend mitigation measures which shall be implemented to minimize any potential impacts associated with the site's corrosive soils, including but not limited installation of sacrificial steel, an appropriate cementitious material cover (e.g., grout), surface coatings (e.g., epoxy, zinc, etc.), grout filled corrugated plastic sheath encapsulation, use of stainless steel or a combination of these or similar factors. Prior to issuance of the project's first building permit, the City Engineer shall review and approve the corrosive soils report, and if required, the project applicant shall modify the foundation design of the project's structures to take into account the recommendations in the corrosive soils report, with such revised foundation designs to be approved by the City Engineer	Prior to the issuance of a grading permit	City of Wildomar Planning and Building and Safety Departments	
36.	**HAZ-1** In accordance with the defensible space program included in **Appendix 8a**, two defensible space zones shall be created and maintained by the Homeowner's Association (HOA) of the completed project. The Homeowner's Association's Conditions, Covenants, and Restrictions (CC&Rs) shall contain language requiring homeowners to	As a condition of occupancy, and implemented prior to occupancy	City of Wildomar Building and Planning Departments	

	be aware of, and to observe the management of, the two zones. The zones will include an Irrigated Zone "A" and a No/Low Fuel/Thinning Zone "B" Zone A will be located between the structures and Zone B. The formal Zone A will start at the end of the private lots and will be contained within a lettered lot under the control of the HOA. Zone A shall cleared of all natural vegetation and replanted with only approved plants listed on the approved plans (**Appendix 8a**) and in accordance with the spacing requirements of the same appendix. HOA CC&R documents will have language prohibiting the construction of combustible structures within Zone A. Home buyers shall be required to sign a disclosure indicating they are aware of the defensible space zone. Zone A area will be irrigated to keep the vegetation in a state of high fuel moisture year round. Zone B will start at the end of Zone A and move outward away from the structures towards the native vegetation. Zone B shall be developed and maintained in one of three methods: 1. Cleared, permanently and replaced with a noncombustible cover such as a boulder blanket or rock outcropping to prevent erosion. Any vegetation that establishes in this area would be removed. 2. Vegetation replaced with surface covering such a wood chips, base or gravel. This area would be maintained free of vegetation. 3. Selective thinning of natural vegetation to ground coverage of 50% or less with all of the dead and downed materials			

	removed annually. All seasonal grasses will be cut to a height of no greater than four inches (4") prior to the start of fire season but in no case could the height exceed eighteen inches (18") even when the plants are growing and still not capable of burning. No highly combustible plants will be permitted. Any highly combustible plants will be removed from the zone during the regular maintenance activities before they seed into the area. Native shrubs shall be maintained at a height no greater than twenty four inches (24") in height.			
37.	**HAZ-2** Homebuyers shall be required to sign a disclosure indicating that they have knowledge of and will comply with the defensible space zone within the proposed project.	As a condition of occupancy, and implemented prior to occupancy	City of Wildomar Building and Planning Departments	
38.	**HAZ-3** As recommended by the Fire Behavior Report created for the proposed project (**Appendix 8a**), a perimeter block wall/radiant heat wall shall be constructed when a fuel modification zone is not possible without offsite improvements.	As a condition of occupancy, and implemented prior to occupancy	City of Wildomar Building and Planning Departments	
39.	**HYD-1** Prior to the approval of the grading permit, the project applicant shall be required to prepare a stormwater pollution prevention plan (SWPPP) consistent with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2010-0014-DWQ), which is to be administered through all phases of grading and project construction. The SWPPP shall incorporate best management practices (BMPs) to ensure that potential off-site water quality impacts during construction phases are	Prior to issuance of grading permit	City of Wildomar Public Works and Planning Department	

	minimized. The SWPPP shall be submitted for review to the Regional Water Quality Control Board and to the City of Wildomar. A copy of the SWPPP must be kept accessible on the project site at all times. In addition, the project applicant will be required to submit, and obtain City Engineering approval of, a Water Quality Management Plan prior to the issuance of any building or grading permit in order to comply with the Areawide Urban Runoff Management Program. The project shall implement site design BMPs, source control BMPs, and treatment control BMPs as identified in the Water Quality Management Plan. Site design BMPs shall include, but are not limited to, landscape buffer areas, on-site ponding areas, roof and paved area runoff directed to vegetated areas, and vegetated swales. Source control BMPs shall include, but are not limited to, education, landscape maintenance, litter control, parking lot sweeping, irrigation design to prevent overspray, and covered trash storage. Treatment control BMPs shall include vegetated swales and a detention basin, or an infiltration device.			
40.	**NOI-1** Development on the project site shall implement the following construction noise mitigation measures to reduce potential construction noise impacts: • Construction equipment staging and storage areas shall be located as far from the residential land uses as possible. • All construction equipment shall be properly maintained with operating mufflers and air intake silencers as effective as those installed by the original manufacturer. • Residents living up to 1,000 feet from the property line shall be	During construction activities	City of Wildomar Building and Planning Departments	

	provided with a construction schedule and contact information to file a complaint. Timely notification shall accompany any major changes to this schedule. • A temporary noise barrier shall be erected along the project boundaries during all construction activities.			
41.	**NOI-2** To meet the City exterior noise standard of 65 dBA CNEL, permanent noise control barriers with a height of 6 feet are required for lots that are adjacent to Prielipp Road, Elizabeth Lane, and Interstate 15. Table 12-2 indicates the height and location of the individual noise control barriers necessary for the project. The data in Table 12-2 is based on barrier locations at the boundary line of the subject lots, at the top of slope, between the adjacent roadway and exterior living area(s). It is important to note that the barriers' attenuation will be accomplished only if the referenced minimum height is based from the pad or the roadway elevation, whichever is the greater of the two. If the barrier is being constructed at a position where the starting elevation is less than the pad or adjacent roadway, the barrier's ultimate height will need to be adjusted to fit the aforementioned criteria. Where applicable, the barriers shall wrap around the ends of the dwelling units to prevent flanking of noise into the site.	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	
42.	**NOI-3** Because the projected first- and second-story interior noise impacts to the proposed project will have a range of approximately 42.7 to 53.6 dBA CNEL, when the windows are open, the interior City noise standard will be met with a "windows closed" condition and upgraded windows (Sound Transmission Class (STC) ≥ 25) and	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	

	sliding glass doors. Due to this "windows closed" condition, all homes will require mechanical fresh air ventilation (i.e., air conditioning).			
43.	**NOI-4** The project shall utilize upgraded windows (STC ≥ 25) for units facing Prielipp Road, Elizabeth Lane, and Interstate 15. All residential units will properly be mitigated through the implementation of a "windows closed" condition, which will necessitate mechanical ventilation (i.e., air conditioning) meeting UBC (Uniform Building Code) fresh air ventilation standards.	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	
44.	**NOI-5** A means of mechanical ventilation shall be implemented for the proposed project's housing. The mechanical ventilation system shall be capable of providing two air changes per hour in habitable rooms with a minimum of 15 cubic feet per minute (7 liters per second) of outside air per occupant. The fresh air inlet duct shall be of sound-attenuating construction and shall consist of a minimum of 10 feet of straight or curved duct or 6 feet plus one sharp 90-degree bend. Attic vents facing adjacent roadways, if applicable, shall include an acoustical baffle, or the attic floor (including the access panel) shall be fully insulated to prevent vehicle noise intrusion.	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	
45.	**NOI-6** A "windows closed" condition shall be required to meet interior noise exposure standards for residential units facing Prielipp Road and Elizabeth Lane. To implement the "windows closed" condition, a means of mechanical ventilation is required to ensure satisfactory sound control and ventilation. For proper acoustical performance, all exterior windows, doors, and sliding glass doors must have a positive seal, and leaks/cracks shall be kept to a minimum.	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
46.	**PUB-1** Prior to issuance of any building permit, the project applicant shall pay the required school impact mitigation fees established by the Lake Elsinore Unified School District and in effect at the time of building permit issuance.	Prior to the issuance of a building permit	City of Wildomar Building and Planning Departments	
Prior to Final Map Approval / Recordation				
47.	Prior to the recordation of the final map for TTM 36388, a copy of the proposed Covenants, Conditions, and Restrictions (CC&R's) shall be submitted to the Planning Director and City Attorney for review. The CC&R's shall include liability insurance and methods of maintaining landscaping, parking areas, private roads, exterior of all buildings (if applicable), and all landscaped and open areas including parkways, as well as a provisions indicating that the homeowners association may not be terminated or dissolved with the permission of the City. The CC&R's shall be in the form and content approved by the planning director and city attorney and shall include such provisions as are required by this approval and as said officials deem necessary to protect the interests of the City and its residents.	Prior to Final Map Approval	Planning Department	
48.	Prior to recordation of the final Tract map, the applicant shall submit for Planning Department review and approval a comprehensive sign program for the proposed project area.	Prior to Recordation of Final Map	Planning Department	
49.	Prior to the recordation of the final tract map for TPM 36497, or any subsequent final maps within the project area, the Applicant shall pay all fees in accordance with Zone A of the Southwest Road and Bridge Benefit District.	Prior to Recordation of Final Map	Planning & Building Depts.	

ATTACHMENT C - EXHIBIT 1 LENNAR RESIDENTIAL PROJECT - CONDITIONS OF APPROVAL			
Project Application: Tentative Tract Map No. 36497 (Planning Application No. 12-0364)			
APN No.: 380-280-004 and 380-280-009, 010, 011 & 012			
Original Council Approval Date: **TTM No. 36497: September 10, 2014**	**Expiration Date (Council Approval)** **TTM No. 36497: September 10, 2017**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
50. Prior to the recordation of the final tract map for TPM 36497, or any subsequent final maps within the project area, the applicant shall pay the appropriate impact mitigation fee to the Riverside County Flood Control and Water Conservation District.	Prior to Recordation of Final Map	Planning & Building Depts.	

ATTACHMENT C - EXHIBIT 1 LENNAR RESIDENTIAL PROJECT - CONDITIONS OF APPROVAL			
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PUBLIC WORKS/ENGINEERING/BUILDING DEPARTMENT CONDITIONS				
General Requirements/Conditions				
1.	The developer shall obtain City approval for any modifications or revisions to the approval of this project. Variations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned. Amended entitlement approvals may be necessary as a result.	On-Going	Engineering Dept.	
2.	No grading shall be performed without the prior issuance of a grading permit by the City.	On-Going	Engineering Dept.	
3.	Written permission shall be obtained from the affected property owners allowing the proposed grading and/or facilities to be installed outside of the project boundaries.	On-Going	Engineering Dept.	
4.	The developer's contractor is required to submit for a haul route permit for the hauling of material to and from the project site. Said permit will include limitations of haul hours, number of loads per day and the posting of traffic control personnel at all approved entrances/exits onto public roads. This permit shall be in place prior to the issuance of the grading permit and the mobilization of equipment on the project site.	On-Going	Engineering Dept.	
5.	The Developer shall provide evidence that environmental impacts and regulatory agency permits have been addressed prior to issuance of a haul permit or grading permit.	On-Going	Engineering Dept.	
6.	The Developer shall dedicate, design and construct all improvements in accordance the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, as further conditioned herein and to the satisfaction of the City Engineer.	On-Going	Engineering Dept.	

7.	The Developer shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.	On-Going	Engineering Dept.	
8.	Prior to first building permit for model homes, the developer shall design and construct a precise grading plan for model home lots and parking areas and design and construct the road improvements providing access to and from the model homes.			
9.	All grading shall conform to the California Building Code, including Appendix J, and all other relevant laws, rules, and regulations governing grading in the City of Wildomar. Prior to commencing any grading which includes 50 or more cubic yards, the developer shall obtain a grading permit from the Building Department.	On-Going	Engineering Dept.	
10.	All necessary measures to control dust shall be implemented by the developer during grading to the satisfaction of the City Engineer. A PM10 plan may be required at the time a grading permit is issued.	On-Going	Engineering Dept.	
11.	Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved by the City Engineer.	On-Going	Engineering Dept.	
12.	Grading in excess of 199 cubic yards will require performance security to be posted with the City.	On-Going	Engineering Dept.	
13.	All retaining walls shall require a separate permit from the Building Department.	On-Going	Building Dept.	
14.	Erosion control – landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded. Planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope	On-Going	Engineering Dept.	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	coverage prior to the rainy season. The Developer shall plant & irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the City Engineer.			
15.	Should this project lie within any assessment/benefit district, the project proponent shall, prior to acceptance of improvements, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district unless said fees are otherwise deferred.	On-Going	Engineering Dept.	
16.	The developer shall annex into the City's Community Facility District (CFD 2013-1 Services) and pay associated costs for annexation. Should this project lie within any assessment/benefit district that duplicates the services to be covered under CFD 2013-1 then the developer shall de-annex from said assessment/benefit district.	Prior to Map Recordation	Engineering Dept.	
17.	The developer shall design and construct all driveways in accordance with the City of Wildomar Improvement Standards.	On-Going	Engineering Dept.	
18.	The improvement plans for the required public improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the City Engineer.	On-Going	Engineering Dept.	
19.	All above-ground utilities, including but not limited to communication and power that are 33KV in size or less, shall be undergrounded by the developer in accordance with City requirements. The	On-Going	Engineering Dept.	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	undergrounding of utilities shall be reflected on the project improvement plans.			
20.	All flood control plans to be reviewed by the City or the Riverside County Flood Control District (RCFCD) shall be submitted through the City of Wildomar, unless otherwise directed by the City Engineer. For projects requiring RCFCD review the developer shall pay the appropriate fees to RCFCD.	On-Going	Engineering Dept.	
Prior to Final Map Approval of Recordation of the Final Map				
21.	Prior to final map approval, improvement plans shall be prepared, processed, approved and complete the improvements; or execute an Improvement Agreement and Improvement Security. This condition shall be in conformance with local regulations and the Subdivision Map Act.	Prior to Final Map Approval	Public Works Dept.	
22.	Prior to final map approval, legal descriptions and plats for offers of dedication and right of way vacation for street, drainage and utilities outside of the subdivision property shall be prepared and approved by the City Engineer. The legal descriptions shall be recorded for acceptance subject to improvement prior to issuance of the first building permit.	Prior to Final Map Approval and First Building Permit	Engineering Dept.	
23.	Prior to Final Map approval, the developer shall dedicate, design and construct Prielipp Road. Right of way will be based on a 100' secondary, Standard No. 94, in accordance with the City of Wildomar Improvement Standards & Specifications and to the satisfaction of the City Engineer. Pavement Section shall be based on a Traffic Index of	Prior to Recordation of Final Map	Engineering Dept.	

	8.5. Improvements shall consist of the southerly half section of Prielipp Road from approved centerline, including slopes, deceleration lane and offsite transition(s).			
24.	Prior to Final Map approval, the developer shall dedicate, design and construct all appropriate offsite transition on Prielipp Road in accordance with the City of Wildomar Improvement Standards & Specifications and to the satisfaction of the City Engineer. Pavement Section shall be based on a Traffic Index of 8.5.	Prior to Recordation of Final Map	Engineering Dept.	
25.	Prior to Final Map approval, the developer shall dedicate, design and construct Elizabeth Lane based on a 74' collector, Standard No. 103 A, in accordance with the City of Wildomar Road Improvement Standards & Specification to the satisfaction of the City Engineer. Pavement Section shall be based on a Traffic Index of 7.0. Improvements shall consist of the westerly half of Elizabeth Lane, from approved centerline, including slopes, acceleration/deceleration lanes and off-site transitions.	Prior to Recordation of Final Map	Engineering Dept.	
26.	Prior to Final Map approval, the developer shall dedicate, design and construct all appropriate offsite transition on Elizabeth Lane in accordance with the City of Wildomar Improvement Standards & Specifications and to the satisfaction of the City Engineer.	Prior to Recordation of Final Map	Engineering Dept.	
27.	Prior to Final Map approval, the developer shall dedicate, design and construct the offsite westerly half of Summer Dain Lane based on Standard No. 105 A, in accordance with the City of Wildomar Road Improvement Standards & Specification to the satisfaction of the City	Prior to Recordation of Final Map	Engineering Dept.	

	Engineer. Pavement Section shall be based on a Traffic Index of 5.5.			
28.	Prior to Final Map approval, the developer shall dedicate, design and construct the interior streets based on a 56' local, Standard No. 105 A, in accordance with the City of Wildomar Road Improvement Standards & Specification to the satisfaction of the City Engineer.	Prior to Recordation of Final Map	Engineering Dept.	
29.	Prior to Final Map approval, the developer shall dedicate, design and construct streetlights in accordance with the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, City Ordinances and to the satisfaction of the City Engineer.	Prior to Recordation of Final Map	Engineering Dept.	
30.	Prior to Final Map approval, the developer shall dedicate a public utility easement adjacent to all public and private streets for overhead and/or underground facilities and appurtenances to the satisfaction of the City Engineer.	Prior to Recordation of Final Map	Engineering Dept.	
31.	Prior to Final Map approval, the developer shall submit landscaping and irrigation plans within the public right-of-way to the Planning Department. These plans shall include water usage calculations, estimate of irrigation and the location of all existing trees that will remain. All plans and calculations shall be designed and calculated per the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, City Codes and to the satisfaction of the City Engineer.	Prior to Recordation of Final Map	Engineering Dept.	

ATTACHMENT C - EXHIBIT 1 LENNAR RESIDENTIAL PROJECT - CONDITIONS OF APPROVAL			
Project Application: Tentative Tract Map No. 36497 (Planning Application No. 12-0364)			
APN No.: 380-280-004 and 380-280-009, 010, 011 & 012			
Original Council Approval Date: **TTM No. 36497: September 10, 2014**	**Expiration Date (Council Approval)** **TTM No. 36497: September 10, 2017**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
32. Prior to Final Map approval, the developer shall submit to the City Engineer traffic control plans along Prielipp Road and Elizabeth Lane to ensure the continued flow of traffic during construction.	Prior to Recordation of Final Map	Engineering Dept.	
33. Prior to Final Map approval, the developer shall execute a maintenance agreement for the stormwater quality control treatment devices as identified in the WQMP and for Lot I (Detention/Water Quality Basin) to the satisfaction of the City Engineer.	Prior to Recordation of Final Map	Engineering Dept.	

ATTACHMENT C - EXHIBIT 1 LENNAR RESIDENTIAL PROJECT - CONDITIONS OF APPROVAL			
Project Application: Tentative Tract Map No. 36497 (Planning Application No. 12-0364)			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**

RIVERSIDE COUNTY FIRE DEPARTMENT				
Prior to Recordation of Final Map				
1.	50.FIRE.999 MAPS-#46-WATER PLANS: The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by local water company, the originals shall be presented to the Fire Department for signature.	Prior to Recordation of Final Map	Fire Department	
2.	50.FIRE.999 MAP-#53-ECS-WTR PRIOR/COMBUSTION: ECS map must be stamped by Riverside County Surveyor with the following (Note: The required water system, including fire hydrants, shall be installed and accepted by the appropriate water agency prior to any combustible building material placed on an individual lot.	Prior to Recordation of Final Map	Fire Department	

ATTACHMENT D

Resolution No. 2014-___
Plot Plan No. 12-0364

RESOLUTION NO. 2014-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PLOT PLAN NO. 12-0364 (INCLUDING A FINAL SITE PLAN OF DEVELOPMENT) FOR THE DEVELOPMENT OF 67 SINGLE FAMILY RESIDENTIAL DWELLING UNITS, SUBJECT TO CONDITIONS LOCATED AT THE SOUTHWEST CORNER OF ELIZABETH LANE AND PRIELIPP ROAD (APN: 380-280-004, 380-280-009, 380-280-010, 380-280-011 & 380-280-012)

WHEREAS, an application for Plot Plan No. 12-0364 to develop 67 single family detached residential dwelling units, including a private park has been filed by:

Applicant / Owner:	Lennar Homes of California
Authorized Agent:	Ms. Jarnne Valdez, Project Manager, Lennar Homes
Project Location:	SWC of Elizabeth Lane and Prielipp Road
APN Number:	380-280-004 and 380-280-009, 010, 011 & 012
Lot Area:	24 acres

WHEREAS, in accordance with the City of Wildomar Zoning Ordinance (Title 17), the City Council, upon recommendation of the Planning Commission, has the authority and has reviewed the proposed Plot Plan No. 12-0364 for the Lennar Residential Project; and

WHEREAS, in accordance with Government Code Section 66452.3, the City has provided the applicant with a copy of the Planning Department staff report and resolutions for Plot Plan No. 12-0364 containing staff's recommendation to the Planning Commission at least three (3) days prior to the below referenced noticed public hearing; and

WHEREAS, the proposed Plot Plan No. 12-0364 for the Lennar Residential Project is considered a "Project" as defined by the California Environmental Quality Act, Public Resources Code §21000 et seq. ("CEQA"); and

WHEREAS, the Planning Director has determined that the proposed project may have one or more significant effects on the environment and that preparation of an Initial Study/Mitigated Negative Declaration was therefore warranted under Public Resources Code §21080(c); and

WHEREAS, after completion of an Initial Study, the Planning Director determined that it did not identify any potentially significant effects on the environment nor was there any substantial evidence from which it could be fairly argued that the project would have a significant effect on the environment. Therefore, staff has recommended to the Planning Commission adoption of a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for this project; and

WHEREAS, the proposed Mitigated Negative Declaration consists of the following documents: Initial Study, Mitigated Negative Declaration, Mitigation Monitoring & Reporting Program, and applicable Technical Appendices; and

WHEREAS, on June 17, 2014, using a method required under CEQA Guidelines Section 15072, the City provided a Notice of Intent (NOI) to the Riverside County Clerk, the State Clearing (OPR), the Press Enterprise, a local newspaper of general circulation, and the City's local distribution list regarding the adoption of a proposed Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for the project; and

WHEREAS, On June 17, 2014, the revised/updated draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program was made available for public review for a period of not less than 30 days commencing on June 17, 2014 and concluding on July 16, 2014 as required by CEQA Guidelines §15087. Said document was posted in two public places for review at the following locations: 1) Wildomar City Hall, and 2) the City of Wildomar website; and

WHEREAS, during the 30-day public review period, the City received two (2) written comments concerning the revised/updated Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program; and

WHEREAS, in accordance with Government Code Sections 65090, 65353 and 65355, the City of Wildomar Planning Department, on August 27, 2014 mailed a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the date and time of the public hearing for which the Plot Plan No. 12-0364 would be considered by the City Council; and

WHEREAS, in accordance with Government Code Sections 65090, 65353 and 65355, the City of Wildomar Planning Department, on August 29, 2014 published a legal notice in the "Press Enterprise", a local newspaper of general circulation, in compliance with State law notifying the general public of the public hearing for which Plot Plan No. 12-0364 would be considered by the City Council; and

WHEREAS, in accordance with Government Code Section 65353, the City of Wildomar City Council on September 10, 2014 held said public hearing at which time the Planning Commission received pubic testimony from interested persons in support of, or opposition to, the proposed Plot Plan No. 12-0364.

NOW, THEREFORE, the City Council of the City of Wildomar does hereby resolve, determine and order as follows:

SECTION 1. <u>CEQA FINDINGS</u>:

The approval of Plot Plan No. 12-0364 is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on September 10, 2014, at a duly noticed public hearing, the City Council adopted a Mitigated Negative Declaration and

Mitigation Monitoring & Reporting Program reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the project. The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595.

SECTION 2. PLOT PLAN FINDINGS.

In accordance with Wildomar Municipal Code Title 17, the City Council, upon recommendation from the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan and Zoning Ordinance, and any other evidence within the record or provided at the public hearing of this matter, hereby find and determine as follows:

A. The proposed use is consistent with the Wildomar General Plan and Zoning Code.

Evidence: The proposed Plot Plan No. 12-0364 is consistent with the City's General Plan in that the land use designation is intended to provide for single family detached and attached residences with a density range of 5 to 8 dwelling units per acre on lots that range in size from 4,000 to 6,500 square feet. In reviewing the applicant's development proposal, the project density is set at 5.92 units/acre. In respect to the R-4 zoning requirements, the proposed plot plan is consistent with the Zoning Ordinance in that the lot sizes proposed under the tentative tract map range in size from 5,184 square feet to 19,198 square feet with an average lot size of 7,586 square feet. Based on these facts, the proposed plot plan meets and exceeds the minimum standards of the general Plan and Zoning Ordinance. Therefore, this finding has been met.

B. The overall development of the land shall be designed for the protection of the public health, safety, and general welfare.

Evidence: The proposed project is located in an area planned and zoned for single family residential land uses according to the General Plan, Zoning Ordinance and Subdivision Ordinance. The proposed plot plan meets and exceeds the minimum development standards of the R-4 which is intended to protect the public health, safety, and general welfare. Further, access and site development plan, including the architectural elevations have been designed to be consistent with the zone standards related to commercial uses, thus, further protecting the public health, safety, and general welfare. Therefore, this finding has been met.

C. The overall development of the land shall be designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.

Evidence: The proposed project has been designed to conform to a logical pattern of development as envisioned by the General Plan. The adjacent properties have

similar compatible land use designations that encourage residential development under the MHDR land use designation. The property to the north, while planned for business park uses, is currently vacant but adequate buffering has been provided. Therefore, this finding has been met.

D. The Plot Plan considers the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion.

Evidence: The project is located at the southeastern potion of the City where access to the site is provided by Prielipp Road and Elizabeth Lane. These streets, and the proposed interior streets have all been designed in accordance with city regulations and standards and will be able to handle the residential traffic from the project. Further, all public improvements have been provided in accordance with City requirements. Therefore, this finding has been met.

E. The Plot Plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures.

Evidence: The construction of the residential project has been conditioned to comply with all applicable City ordinances, codes, and standards including, but not limited to, the relating to storm water runoff management and other drainage controls regulations (i.e., WQMP). The project drainage design will capture storm runoff in the catch basin filters and/or sub-surface detention basin incorporated into the project design and release runoff back into the natural stream channels without substantially altering the existing drainage pattern and without causing substantial erosion or siltation. Further, the IS/MND analyzed potential impacts related to drainage conditions and based on the improvements being conditioned on the project, the plot plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures. Therefore, this finding has been met.

F. All plot plans which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel.

Evidence: The project proposes to construct individual dwelling units on individual parcels as proposed under Tentative Tract Map No. 36497. Therefore, this finding has been met.

SECTION 3. <u>CITY COUNCIL ACTION</u>

The City Council, upon recommendation of the Planning Commission, hereby adopts this Resolution approving Plot Plan No. 12-0364 subject to conditions as provided herein and attached hereto to this Resolution as Exhibit 1.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT D - EXHIBIT 1 LENNAR RESIDENTIAL PROJECT - CONDITIONS OF APPROVAL			
Project Application: Plot Plan No. 12-0364 (FSPOD)			
APN No.: 380-280-004 and 380-280-009, 010, 011 & 012			
Original Council Approval Date (Council Approval): **Plot Plan No. 12-0364: September 10, 2014**	**Expiration Date (Council Approval):** **Plot Plan No. 12-0364: September 10, 2016**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**

PLANNING DEPARTMENT CONDITIONS				
General Conditions				
1.	In compliance with Section 15094 of the CEQA Guidelines, a Notice of Determination (NOD) shall be filed with the Riverside County Clerk within five (5) days after project approval by the City Council. The Notice shall include the required California Department of Fish and Game (Code Section 711.4.d.3) fee, and the Riverside County Clerk administrative fee (both paid by the applicant) in the amount of **$2,206.25**. Failure to pay the required fee will result in the project being deemed null and void (California Fish and Game Code Section 711.4(c). The above fee is broken down as follows: c. California Department of Fish & Game = $2,156.25; and d. Riverside County Clerk Administrative Fee = $50.00	Sept. 15, 2014	Planning Department	Duplicated from TTM No. 36497
2.	The applicant shall review and sign below verifying the "Acceptance of the Conditions of Approval" and return the signed page to the Wildomar Planning Department within 7 days after project approval by the City Council. Applicant Signature: Date:	Sept. 17, 2014	Planning Department	
3.	The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or	On-Going	Planning Department	

	adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. City shall promptly notify the applicant of any Action brought and request that applicant defend the City. It is expressly agreed that applicant may select legal counsel providing the applicant's defense and the City shall have the right to approve separate legal counsel providing the City's defense. The applicant shall reimburse City for any attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Applicant agrees that City will forward monthly invoices to Applicant for attorneys' fees, costs and expenses it has incurred related to its defense of any Action and applicant agrees to timely payment within thirty (30) days of receipt of the invoice. Within fourteen (14) days of an Action being filed, applicant agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the			

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	security or cash deposit shall be determined by the City. City shall cooperate with applicant in the defense of any Action.			
4.	Approval of Plot Plan No. 12-0364 shall expire on September 10, 2016 (2 years of project approval by City Council) if the grading permits have not been issued and substantial construction has begun on the project. The applicant may submit a request for a one-year Extension of Time (EOT) with the Planning Department as permitted by Wildomar Zoning Ordinance provided the written request is made within 45 days of the expiration date and accompanied by the required EOT application & fee.	July 28, 2016	Planning Department	
5.	Within 30 days of approval of Plot Plan No. 12-0364 by the City Council, the applicant shall pay any outstanding deposit account balances. Failure to pay the outstanding balance by the due date may result in delays in the processing of the building permits for said plot plan.	October 10, 2014	Planning Department	
6.	The project shall be developed in accordance with the approved plot plan approved by the City Council. Any modifications or revisions to the approved project will require Planning Director or Planning Commission approval in accordance with Section 17.228 of the Zoning Ordinance.	On-Going	Planning Department	
7.	Plot Plan No. 12-0364, shall not become effective until 30 days after the 2nd reading of the proposed Change of Zone No. 12-0364 by the City Council. No building permits shall be issued for the final site plan of development until after this date.	November 8, 2014		
8.	If human remains are encountered during grading activities, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made	On-Going	Planning &	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.		Engineering Depts.	
9.	If during ground disturbance activities unique cultural resources are discovered, that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance. (1) All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the Native American tribal representative and the planning director to discuss the significance of the find. (2) At the meeting, the significance of the discoveries shall be discussed and after consultation with the Pechanga and Soboba Band representatives and the archaeologist, a decision shall be made, with the concurrence of the planning director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources. (3) Grading of further ground disturbance shall not resume within the area of the discovery until an	On-Going	Planning & Engineering Depts.	

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	agreement has been reached by all parties as to the appropriate mitigation.			
10.	Prior to completion of the private park, the Applicant work with the Public Works Department to install a stop sign at the intersection of Street A and B (added by the Planning Commission on 8/20/14).	Prior to completion of the Private Park.	City of Wildomar Planning and Public Works Department	
CEQA/IS/MND Mitigation Measures				
11.	**AES-1** Per Section 8.64.090 of the Wildomar Municipal Code, all exterior lighting must be fully shielded if feasible and partially shielded in all other cases, and must be focused to minimize spill of light into the night sky and onto adjacent properties.	Upon submittal of development plans for the proposed project	City of Wildomar Planning and Public Works Department	
12.	**BIO-1** The project applicant shall conduct construction and clearing activities outside of the avian nesting season (January 15–August 31), where feasible. If clearing and/or construction activities occur during the nesting season, preconstruction surveys for nesting raptors, migratory birds, and special-status resident birds (e.g., coastal California gnatcatcher) shall be conducted by a qualified biologist, up to 14 days before initiation of construction activities. The qualified biologist shall survey the construction zone and a 250-foot radius surrounding the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm nesting birds. In the event that project grading is approved prior to completion of focused surveys for the Least Bell's Vireo (LBV), a 250 – 300 foot buffer shall be placed around any identified suitable habitat sites within the project site. No construction-related activities will occur within this buffer area during nesting season (January 15 – August 31). If	The project applicant shall incorporate requirements into all rough and/or precise grading plan documents. The project applicant's construction inspector shall monitor to ensure that measures are implemented during construction.	City of Wildomar Planning and Public Works Departments	

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	construction activities occur during the nesting season, a biological monitor shall be required to be present at the project site until a focused survey has been completed. If the focused survey is completed with negative findings, then no further monitoring will be required. If LBV is observed during the focused survey, then a biological monitor shall be required to be present at the project site until all construction activities have been completed. If an active nest is located within 100 feet (250 feet for raptors) of construction activities, the project applicant shall establish an exclusion zone (no ingress of personnel or equipment at a minimum radius of 100 feet or 250 feet, as appropriate, around the nest). Alternative exclusion zones may be established through consultation with the CDFW and the USFWS. The exclusion zones shall remain in force until all young have fledged. Reference to this requirement and to the Migratory Bird Treaty Act shall be included in the construction specifications. If construction activities or tree removal are proposed to occur during the non-breeding season (September 1–January 14), a survey is not required, no further studies are necessary, and no mitigation is required.			
13.	**BIO-2** Per MSHCP Species-Specific Objective 6, preconstruction presence/absence surveys for burrowing owl within the survey area, where suitable habitat is present, will be conducted for all covered activities through the life of the building permit. Surveys will be conducted 30 days prior to disturbance. Take of active nests will be avoided. Passive relocation (use of one-way doors and collapse of burrows) will occur when owls are present outside the nesting season. The breeding period for burrowing owls is February 1 through August	Thirty days prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	

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	31, with the peak being April 15 to July 15, the recommended survey window. Winter surveys may be conducted between September 1 and January 31. If construction is delayed or suspended for more than 30 days after the survey, the area shall be resurveyed. Surveys shall be completed for occupied burrowing owl burrows within all construction areas and within 150 meters (500 feet) of the project work areas (where possible and appropriate based on habitat). All occupied burrows will be mapped on an aerial photo.			
14.	**BIO-3** If burrowing owls are identified during the survey period, the City shall require the project applicant to take the following actions to offset impacts prior to ground disturbance: Active nests within the areas scheduled for disturbance or degradation shall be avoided from February 1 through August 31, and a minimum 75-meter (250-foot) buffer shall be provided until fledging has occurred. Following fledging, owls may be passively relocated by a qualified biologist. If impacts on occupied burrows in the non-nesting period are unavoidable, on-site passive relocation techniques may be used if approved by the CDFW to encourage owls to move to alternative burrows outside of the impact area. However, no occupied burrows shall be disturbed during the nesting season unless a qualified biologist verifies through noninvasive methods that the burrow is no longer occupied. Foraging habitat for relocated pairs shall be provided in accordance with guidelines provided by the CDFG (2012). If relocation of the owls is approved for the site by the CDFW, the City shall require the developer to hire a qualified biologist to prepare a plan for relocating the owls to a suitable site. The relocation plan must include all of the following: • The location of the nest and owls proposed for relocation.	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	

	• The location of the proposed relocation site. • The number of owls involved and the time of year when the relocation is proposed to take place. • The name and credentials of the biologist who will be retained to supervise the relocation. • The proposed method of capture and transport for the owls to the new site. • A description of site preparation at the relocation site (e.g., enhancement of existing burrows, creation of artificial burrows, one-time or long-term vegetation control). • A description of efforts and funding support proposed to monitor the relocation. If paired owls are present within 50 meters (160 feet) of a temporary project disturbance (e.g., parking areas), active burrows shall be protected with fencing/cones/flagging and monitored by a qualified biologist throughout construction to identify losses from nest abandonment and/or loss of reproductive effort.			
15.	**BIO-4** The project applicant shall ensure there is no loss of the 1.88 acres of riparian habitat supported by the drainage feature identified by this document as Feature 1 (shown as Lot L on Figures 3a and 3b). The required conservation of the 1.88 acres of cottonwood-willow riparian forest plus the conservation of the 3.69 acres of adjacent upland habitat, will be accomplished by including a deed restriction on the combined 5.57 acre parcel itself, as well as by placing a deed restriction for all properties adjacent to the area of Feature 1 informing property owners of the status of the area as preserved lands.	Prior to project vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	

16.	**BIO-5** A homeowners association of the project, or another entity designated by the project applicant and approved by the City, shall preserve and manage the conservation area required by BIO-4 in accordance with MSHCP requirements, as well as the applicable regulatory requirements of the CDFW, the USACE, and/or the State Water Resources Control Board. The preservation and management of the conservation area shall be subject to a Habitat Management Plan (HMP) prepared by a qualified biologist. In addition, the Habitat Management Plan shall be funded, developed and implemented by the applicant and/or the Home Owners Association ("HOA") of the completed project, and that Plan shall be submitted to the City for review and approval prior to any clearing and/or construction activity. The Plan's preservation and management of the area shall include, but is not limited to the following: • Toxics: Land uses proposed in proximity to the MSHCP Conservation Area that use chemicals or generate bioproducts, such as manure, that are potentially toxic or may adversely affect wildlife species, habitat, or water quality shall incorporate measures to ensure that application of such chemicals does not result in discharge to the MSHCP Conservation Area. The greatest risk is from landscaping fertilization overspray and runoff. • Lighting: Night lighting shall be directed away from the MSHCP Conservation Area to protect species within the MSHCP Conservation Area from direct night lighting. Shielding shall be incorporated into project designs to ensure ambient lighting in the MSHCP Conservation Area is not increased. • Noise: Proposed noise-generating land uses affecting the	Prior to any clearing and/or construction activity.	City of Wildomar Planning and Public Works Departments	

	MSHCP Conservation Area shall incorporate setbacks, berms, or walls to minimize the effects of noise on MSHCP Conservation Area resources pursuant to applicable rules, regulations, and guidelines related to land use noise standards. • Invasives: Consider the invasive, non-native plant species listed in Table 6-2 of the MSHCP in approving landscape plans to avoid the use of invasive species for the portions of development that are adjacent to the MSHCP Conservation Area. Considerations in reviewing the applicability of this list shall include proximity of planting areas to the MSHCP Conservation Areas, species considered in the planting plans, resources being protected within the MSHCP Conservation Area and their relative sensitivity to invasion, and barriers to plant and seed dispersal, such as walls, topography, and other features. MSHCP Table 6-2 has been included in Appendix E for reference purposes. • Barriers: Proposed land uses adjacent to the MSHCP Conservation Area shall incorporate barriers, where appropriate, in individual project designs to minimize unauthorized public access, domestic animal predation, illegal trespass, or dumping into the MSHCP Conservation Areas. • Drainage: Incorporate measures to control the quantity and quality of runoff from the site entering the MSHCP Conservation Area. In particular, measures shall be put in place to avoid discharge of untreated surface runoff from developed and paved areas into the MSHCP Conservation Area.			

	i. A qualified biologist shall meet with the landscape crew that will be responsible for the maintenance of the riparian area to discuss the plants that require removal. j. A qualified biologist will monitor the first two years of maintenance activities to ensure enhancement and maintenance activities are adequate. k. A preconstruction nesting bird survey will be required prior to vegetation removal or ground-disturbing activities within 250 feet of the riparian vegetation. l. Trash, debris, and previous construction elements will be removed from the riparian area. m. In order to meet the DBESP requirement of an equivalent or superior preservation, the main drainage feature's riparian habitat will be enhanced. This enhancement area shall be contained within the entire 1.88 acres of riparian habitat on-site. Habitat enhancement will require the removal of non-native invasive species such as pampas grass (*Cortaderia selloana*), broadleaf cattail (*Typha latifolia*), and Mediterranean tamarisk (*Tamarix ramosissima*). n. Once construction of the project has been completed and the mechanism for maintaining the riparian area has been completed, the first year of habitat management will begin. o. The riparian area will be visited on four separate occasions throughout the first year to remove all non-native weedy species. Many weedy species emerge during different times of the year. Multiple site visits will ensure that all invasive plant species will be targeted. An annual monitoring survey and report shall be prepared to qualitatively assess the main			

	drainage feature and estimate the amount of remaining non-native species. Following the first year of maintenance, non-native invasive plants should not exceed 5 percent vegetative cover. p. The second year of habitat management will require two separate site visits. Once the majority of the non-native invasive species have been removed, the likelihood of reoccurrence will be minimized and therefore, the number of necessary surveys is reduced. A second annual monitoring survey will be conducted in a similar fashion to the first year, documenting the estimated percentage of non-native invasive species coverage. Following the first year of maintenance, non-native invasive plants should not exceed 2 percent vegetative cover. --- An annual report of findings will be established to document the performance of the applicant and/or the HOA in managing the open space area and will be sent to the City for review. The report will assess the project based on the performance standards as well as a qualitative assessment of the drainage feature with regard to improving existing site conditions			
17.	**BIO-6** The project applicant shall comply with the applicable requirements, if any, of CDFW, the USACE, and/or the State Water Resources Control Board with respect to both Feature 1 and Feature 2, and ensure that the project will result in no net loss of potential waters of the State and waters of the United States through impact avoidance. Evidence of compliance with this mitigation measure shall be provided prior to ground-disturbing or grading activities for the	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	

	proposed project.			
18.	**BIO-7** Because the project will directly impact the 0.159 acre pond and swales that comprise Feature 2, the owner, developer, or successor in interest shall purchase mitigation credits in the amount of 0.419 acre. The purchase is anticipated from the Elsinore-Murrieta-Anza Resource Conservation District, but may be purchased from any other entity acceptable to the Regional Conservation Authority and the City of Wildomar. The purchased credits shall be for willow riparian habitat and shall be associated with land within the Murrieta Creek watershed.	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning and Public Works Departments	
19.	**BIO-8** The project applicant shall submit fees to the City in accordance with the requirements of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Mitigation Fee Areas, including the MSHCP Mitigation Fee Area and the Stephens' Kangaroo Rat Mitigation Fee Area, as applicable. MSHCP mitigation fees are used to purchase off-site occupied habitat within the designated conservation areas to ensure the long-term conservation of coastal California gnatcatcher. Similarly, the Stephens Kangaroo Rat Mitigation Fee is also designed to generate funds to purchase off-site occupied habitat for Stephens' kangaroo rats in core conservation areas.	Prior to any vegetation removal or ground-disturbing activities	City of Wildomar Planning Department	
20.	**CUL-1** Prior to development approval on the project site and issuance of any grading, building, or other permit authorizing ground-disturbing activity, the project applicant(s) shall include the following wording in all construction contract documentation: If during grading or construction activities cultural resources are discovered on the project site, work shall be halted immediately within 50 feet of the discovery	As a condition of future development approval, and implemented during ground-disturbing	City of Wildomar Building & Safety and Planning Departments	

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	and the resources shall be evaluated by a qualified archeologist and the Pechanga Tribe (Tribe). Any unanticipated cultural resources that are discovered shall be evaluated and a final report prepared by the qualified archeologist. The report shall include a list of the resources discovered, documentation of each site/locality, and interpretation of the resources identified, and the method of preservation and/or recovery for identified resources. In the event the significant resources are recovered and if the qualified archaeologist and the Tribe determines the resources to be historic or unique, avoidance and/or mitigation would be required pursuant to and consistent with CEQA Guidelines Sections 15064.5 and 15126.4 and Public Resources Code Section 21083.2 and the Cultural Resources Treatment and Monitoring Agreement required by mitigation measure **CUL-2**.	construction activities		
21.	**CUL-2** At least 30 days prior to seeking a grading permit, the project applicant(s) shall contact Pechanga Tribe to notify the Tribe of grading, excavation, and the monitoring program and to coordinate with the City of Wildomar and the Tribe to develop a Cultural Resources Treatment and Monitoring Agreement. The agreement shall include, but not be limited to, outlining provisions and requirements for addressing the treatment of cultural resources; project grading and development scheduling; terms of compensation for the monitors; and treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on the site; and establishing on-site monitoring provisions and/or requirements for professional Tribal monitors during all ground-disturbing activities. A copy of this signed agreement shall be provided to the Planning Director and Building Official prior to the issuance of the first grading permit.	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	

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22.	**CUL-3** Prior to future development approval on the project site and issuance of any grading, building, or other permit authorizing ground-disturbing activity, the project applicant(s) shall include the following wording on all construction contract documentation: If human remains are encountered, California Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable time frame. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultations concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.	As a condition of project approval, and implemented during ground-disturbing construction	City of Wildomar Public Works and Planning Departments	
23.	**CUL-4** All cultural materials, with the exception of sacred items, burial goods, and human remains, which will be addressed in the Cultural Resources Treatment and Monitoring Agreement required by mitigation measure **CUL-2**, that are collected during the grading monitoring program and from any previous archeological studies or excavations on the project site shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to the Pechanga Tribe's curation facility, which meets the standards set forth in 36 CRF Part 79 for federal repositories.	As a condition of project approval, and implemented during ground-disturbing construction activities	City of Wildomar Public Works and Planning Departments	

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24. **CUL-5** All sacred sites, should they be encountered within the project site, shall be avoided and preserved as the preferred mitigation, if feasible as determined by a qualified professional in consultation with the Pechanga Tribe. To the extent that a sacred site cannot be feasibly preserved in place or left in an undisturbed state, mitigation measures shall be required pursuant to and consistent with Public Resources Code Section 21083.2 and CEQA Guidelines Sections 15064.5 and 15126.4.	As a condition of project approval, and implemented during ground-disturbing construction activities	City of Wildomar Public Works and Planning Departments	
25. **CUL-6** Prior to future development approval on the project site and issuance of any grading, building, or other permit authorizing ground-disturbing activity, the project applicant(s) shall include the following wording on all construction contract documentation: If inadvertent discoveries of subsurface archaeological resources are discovered during grading, work shall be halted immediately within 50 feet of the discovery. The developer, the project archeologist, and the Tribe shall assess the significance of such resources and shall meet and confer regarding the mitigation for such resources. If the developer and the Tribe cannot agree on the significance of or the mitigation for such resources, these issues will be presented to the City of Wildomar Planning Director. The Planning Director shall make the determination based on the provisions of CEQA with respect to archaeological resources and shall take into account the religious beliefs, customs, and practices of the Pechanga Tribe. Notwithstanding any other rights available under the law, the decision of the Planning Director shall be appealable to the City of Wildomar. In the event the significant resources are recovered and if the qualified archaeologist determines the resources to be historic or unique as	As a condition of future development approval, and implemented during ground-disturbing construction activities	City of Wildomar Public Works and Planning Departments	

	defined by relevant state and local law, avoidance and mitigation would be required pursuant to and consistent with Public Resources Code Section 21083.2 and CEQA Guidelines Sections 15064.5 and 15126.4.			
26.	**CUL-7** To address the possibility that cultural resources may be encountered during future grading or construction, a qualified professional archeologist shall monitor all construction activities that could potentially impact archaeological deposits and a qualified paleontologist shall monitor all construction activities that could potentially impact paleontological deposits (e.g., grading, excavation, and/or trenching). However, monitoring should be discontinued as soon the qualified professional is satisfied that construction will not disturb cultural resources.	As a condition of future development approval, and implemented during ground-disturbing construction activities	City of Wildomar Engineering and Planning Departments	
27.	**CUL-8** Prior to the issuance of a grading permit, the project applicant(s) for future development shall identify to the City of Wildomar the qualified paleontologist who has been retained to evaluate the significance of any inadvertently discovery paleontological resources. If paleontological resources are encountered during grading or project construction, all work in the area of the find shall cease. The project applicant shall notify the City of Wildomar and retain a qualified paleontologist to investigate the find. The qualified paleontologist shall make recommendations as to the disposition of the paleontological resources to the City of Wildomar Planning Director. The developer shall pay for all required treatment and storage of discovered resources.	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	
28.	**CUL-9** A qualified paleontologist or paleontological monitor shall monitor all mass grading and excavation activities. Monitoring will be	As a condition of future development	City of Wildomar Public Works and	

	conducted in areas of grading or excavation in undisturbed formational sediments of the sandstone member of the Pauba Formation (Qpfs) and the sandstone member of the Sandstone and Conglomerate of Wildomar (QTsw), of late Pliocene to middle Pleistocene age, as well as where over-excavation of surficial alluvial sediments will encounter these formations in the subsurface. Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediment that are likely to contain the remains of small fossil invertebrates and vertebrates. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.	approval, and implemented during ground-disturbing construction activities	Planning Departments	
29.	**CUL-10** Any recovered paleontological specimens shall be identified to the lowest taxonomic level possible and prepared for permanent preservation, including screen-washing of sediments to recover small invertebrates and vertebrates shall occur if necessary.	As a condition of project approval, and implemented during ground-disturbing construction activities.	City of Wildomar Public Works and Planning Departments	
30.	**CUL-11** Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage shall occur at an institutional repository approved by the City of Wildomar. The paleontological program shall include a written repository agreement prior to the initiation of mitigation activities.	As a condition of project approval, and implemented during ground-disturbing construction	City of Wildomar Public Works and Planning Departments	

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		activities.		
31.	**CUL-12** A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location. The report, when submitted to and accepted by the City of Wildomar, shall signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.	Following ground-disturbing activities, and implemented prior to the issuance of a building permit	City of Wildomar Public Works and Planning Departments	
32.	**GEO-1** Prior to the issuance of a grading permit, the developer shall submit a geotechnical soils reports to the City Engineer for review and approval. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by the City of Wildomar.	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	
33.	**GEO-2** All grading shall conform to Chapter 15.12, Building Code, of the Wildomar Municipal Code, and all other relevant laws, rules, and regulations governing grading in Wildomar. Prior to commencing any grading that includes 50 or more cubic yards, the developer shall obtain a grading permit from the Building Department.	Prior to the issuance of a grading permit	City of Wildomar Public Works and Planning Departments	
34.	**GEO-3** Erosion control-landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded per the requirements of Chapter 15.12 of the Wildomar Municipal Code. Planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. The developer shall	The project applicant shall incorporate requirements into all rough and/or precise grading plan documents. The project	City of Wildomar Public Works and Planning Departments	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	plant and irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the City Engineer.	applicant's construction inspector shall monitor to ensure that measures are implemented during construction.		
35.	**GEO-4** The project applicant shall retain a qualified corrosive soils engineer. The qualified corrosive soils engineer shall investigate the project site for corrosive soils, review all grading and construction/building plans and recommend mitigation measures which shall be implemented to minimize any potential impacts associated with the site's corrosive soils, including but not limited installation of sacrificial steel, an appropriate cementitious material cover (e.g., grout), surface coatings (e.g., epoxy, zinc, etc.), grout filled corrugated plastic sheath encapsulation, use of stainless steel or a combination of these or similar factors. Prior to issuance of the project's first building permit, the City Engineer shall review and approve the corrosive soils report, and if required, the project applicant shall modify the foundation design of the project's structures to take into account the recommendations in the corrosive soils report, with such revised foundation designs to be approved by the City Engineer	Prior to the issuance of a grading permit	City of Wildomar Planning and Building and Safety Departments	
36.	**HAZ-1** In accordance with the defensible space program included in Appendix 8a, two defensible space zones shall be created and maintained by the Homeowner's Association (HOA) of the completed project. The Homeowner's Association's Conditions, Covenants, and	As a condition of occupancy, and implemented prior	City of Wildomar Building and Planning Departments	

	Restrictions (CC&Rs) shall contain language requiring homeowners to be aware of, and to observe the management of, the two zones. The zones will include an Irrigated Zone "A" and a No/Low Fuel/Thinning Zone "B" Zone A will be located between the structures and Zone B. The formal Zone A will start at the end of the private lots and will be contained within a lettered lot under the control of the HOA. Zone A shall cleared of all natural vegetation and replanted with only approved plants listed on the approved plans (Appendix 8a) and in accordance with the spacing requirements of the same appendix. HOA CC&R documents will have language prohibiting the construction of combustible structures within Zone A. Home buyers shall be required to sign a disclosure indicating they are aware of the defensible space zone. Zone A area will be irrigated to keep the vegetation in a state of high fuel moisture year round. Zone B will start at the end of Zone A and move outward away from the structures towards the native vegetation. Zone B shall be developed and maintained in one of three methods: 1. Cleared, permanently and replaced with a noncombustible cover such as a boulder blanket or rock outcropping to prevent erosion. Any vegetation that establishes in this area would be removed. 2. Vegetation replaced with surface covering such a wood chips, base or gravel. This area would be maintained free of vegetation. 3. Selective thinning of natural vegetation to ground coverage of 50% or less with all of the dead and downed materials removed annually. All seasonal grasses will be cut to a height	to occupancy		

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	of no greater than four inches (4") prior to the start of fire season but in no case could the height exceed eighteen inches (18") even when the plants are growing and still not capable of burning. No highly combustible plants will be permitted. Any highly combustible plants will be removed from the zone during the regular maintenance activities before they seed into the area. Native shrubs shall be maintained at a height no greater than twenty four inches (24") in height.			
37.	**HAZ-2** Homebuyers shall be required to sign a disclosure indicating that they have knowledge of and will comply with the defensible space zone within the proposed project.	As a condition of occupancy, and implemented prior to occupancy	City of Wildomar Building and Planning Departments	
38.	**HAZ-3** As recommended by the Fire Behavior Report created for the proposed project (**Appendix 8a**), a perimeter block wall/radiant heat wall shall be constructed when a fuel modification zone is not possible without offsite improvements.	As a condition of occupancy, and implemented prior to occupancy	City of Wildomar Building and Planning Departments	
39.	**HYD-1** Prior to the approval of the grading permit, the project applicant shall be required to prepare a stormwater pollution prevention plan (SWPPP) consistent with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2010-0014-DWQ), which is to be administered through all phases of grading and project construction. The SWPPP shall incorporate best management practices (BMPs) to ensure that potential off-site water quality impacts during construction phases are minimized. The SWPPP shall be submitted for review to the Regional Water Quality Control Board and to the City of Wildomar. A copy of the	Prior to issuance of grading permit	City of Wildomar Public Works and Planning Department	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	SWPPP must be kept accessible on the project site at all times. In addition, the project applicant will be required to submit, and obtain City Engineering approval of, a Water Quality Management Plan prior to the issuance of any building or grading permit in order to comply with the Areawide Urban Runoff Management Program. The project shall implement site design BMPs, source control BMPs, and treatment control BMPs as identified in the Water Quality Management Plan. Site design BMPs shall include, but are not limited to, landscape buffer areas, on-site ponding areas, roof and paved area runoff directed to vegetated areas, and vegetated swales. Source control BMPs shall include, but are not limited to, education, landscape maintenance, litter control, parking lot sweeping, irrigation design to prevent overspray, and covered trash storage. Treatment control BMPs shall include vegetated swales and a detention basin, or an infiltration device.			
40.	**NOI-1** Development on the project site shall implement the following construction noise mitigation measures to reduce potential construction noise impacts: • Construction equipment staging and storage areas shall be located as far from the residential land uses as possible. • All construction equipment shall be properly maintained with operating mufflers and air intake silencers as effective as those installed by the original manufacturer. • Residents living up to 1,000 feet from the property line shall be provided with a construction schedule and contact information to file a complaint. Timely notification shall accompany any major	During construction activities	City of Wildomar Building and Planning Departments	

	changes to this schedule. • A temporary noise barrier shall be erected along the project boundaries during all construction activities.			
41.	**NOI-2** To meet the City exterior noise standard of 65 dBA CNEL, permanent noise control barriers with a height of 6 feet are required for lots that are adjacent to Prielipp Road, Elizabeth Lane, and Interstate 15. Table 12-2 indicates the height and location of the individual noise control barriers necessary for the project.The data in Table 12-2 is based on barrier locations at the boundary line of the subject lots, at the top of slope, between the adjacent roadway and exterior living area(s). It is important to note that the barriers' attenuation will be accomplished only if the referenced minimum height is based from the pad or the roadway elevation, whichever is the greater of the two. If the barrier is being constructed at a position where the starting elevation is less than the pad or adjacent roadway, the barrier's ultimate height will need to be adjusted to fit the aforementioned criteria. Where applicable, the barriers shall wrap around the ends of the dwelling units to prevent flanking of noise into the site.	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	
42.	**NOI-3** Because the projected first- and second-story interior noise impacts to the proposed project will have a range of approximately 42.7 to 53.6 dBA CNEL, when the windows are open, the interior City noise standard will be met with a "windows closed" condition and upgraded windows (Sound Transmission Class (STC) ≥ 25) and sliding glass doors. Due to this "windows closed" condition, all homes will require mechanical fresh air ventilation (i.e., air conditioning).	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	
43.	**NOI-4** The project shall utilize upgraded windows (STC ≥ 25) for units facing Prielipp Road, Elizabeth Lane, and Interstate 15. All	Prior to the issuance of	City of Wildomar Building and Planning	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	residential units will properly be mitigated through the implementation of a "windows closed" condition, which will necessitate mechanical ventilation (i.e., air conditioning) meeting UBC (Uniform Building Code) fresh air ventilation standards.	occupancy permits and during project operations	Departments	
44.	**NOI-5** A means of mechanical ventilation shall be implemented for the proposed project's housing. The mechanical ventilation system shall be capable of providing two air changes per hour in habitable rooms with a minimum of 15 cubic feet per minute (7 liters per second) of outside air per occupant. The fresh air inlet duct shall be of sound-attenuating construction and shall consist of a minimum of 10 feet of straight or curved duct or 6 feet plus one sharp 90-degree bend. Attic vents facing adjacent roadways, if applicable, shall include an acoustical baffle, or the attic floor (including the access panel) shall be fully insulated to prevent vehicle noise intrusion.	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	
45.	**NOI-6** A "windows closed" condition shall be required to meet interior noise exposure standards for residential units facing Prielipp Road and Elizabeth Lane. To implement the "windows closed" condition, a means of mechanical ventilation is required to ensure satisfactory sound control and ventilation. For proper acoustical performance, all exterior windows, doors, and sliding glass doors must have a positive seal, and leaks/cracks shall be kept to a minimum.	Prior to the issuance of occupancy permits and during project operations	City of Wildomar Building and Planning Departments	
46.	**PUB-1** Prior to issuance of any building permit, the project applicant shall pay the required school impact mitigation fees established by the Lake Elsinore Unified School District and in effect at the time of building permit issuance.	Prior to the issuance of a building permit	City of Wildomar Building and Planning Departments	

ATTACHMENT D - EXHIBIT 1 LENNAR RESIDENTIAL PROJECT - CONDITIONS OF APPROVAL			
Project Application: Plot Plan No. 12-0364 (FSPOD)			
APN No.: 380-280-004 and 380-280-009, 010, 011 & 012			
Original Council Approval Date (Council Approval): **Plot Plan No. 12-0364: September 10, 2014**	**Expiration Date (Council Approval):** **Plot Plan No. 12-0364: September 10, 2016**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**

Prior to Issuance of a Grading Permit				
47.	Prior to the issuance of the any grading permit for Plot Plan No, the" applicant shall enter into a Tribal Monitoring Agreement" with the Pechanga Band of Luiseno Indians. The agreement shall, include, but not be limited to, outlining provisions and requirements for addressing the treatment of cultural resources and establishing on-site monitoring provisions/requirements during all on-site ground disturbing activities. A copy of this signed agreement shall be provided to the Planning Director and Building Official prior to the issuance of the 1st grading permit.	Prior to Issuance of a Grading Permit	Planning Department	
48.	The grading plan shall include the following information in the Notes Section of the Grading Plan: *"No grubbing/clearing of the site shall occur prior to scheduling the pre-grading meeting with Engineering. All project sites containing suitable habitat for burrowing owls, whether owls were found or not, require a 30-day preconstruction survey that shall be conducted within 30 days prior to ground disturbance to avoid direct take of burrowing owls. If the results of the survey indicate that no burrowing owls are present on-site, then the project may move forward with grading, upon Planning Department approval. If burrowing owls are found to be present or nesting on-site during the preconstruction survey, then the following recommendations must be adhered to: Exclusion and relocation activities may not occur during the breeding season, which is defined as March 1 through August 31, with the following exception: From March 1 through March 15 and from August 1 through August 31 exclusion and relocation activities may take place if it is proven to the City and appropriate regulatory agencies (if any) that egg laying or chick rearing is not taking place. This determination must be made by a qualified biologist."*	Prior to Issuance of a Grading Permit	Planning Department	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
49.	The grading plan shall include the following information in the Notes Section of the Grading Plan*: "If at any time during excavation/construction of the site, archaeological/cultural resources, or any artifacts or other objects which reasonably appears to be evidence of cultural or archaeological resource are discovered, the property owner shall immediately advise the City of such and the City shall cause all further excavation or other disturbance of the affected area to immediately cease. The Planning Director at his/her sole discretion may require the property owner to deposit a sum of money it deems reasonably necessary to allow the City to consult and/or authorize an independent, fully qualified specialist to inspect the site at no cost to the City, in order to assess the significance of the find. Upon determining that the discovery is not an archaeological/cultural resource, the Planning Director shall notify the property owner of such determination and shall authorize the resumption of work. Upon determining that the discovery is an archaeological/cultural resource, the Planning Director shall notify the property owner that no further excavation or development may take place until a mitigation plan or other corrective measures have been approved by the Planning Director."*	Prior to Issuance of a Grading Permit	Planning Department	
50.	Prior to the issuance of any grading permit the applicant shall receive approval of a haul permit for any import of material to the site or export of material off-site. The request for a haul permit shall include a haul route plan addressing the limitations of haul hours, number of loads per day and the posting of traffic control personnel at all approved entrances/exits onto public roads. This haul permit shall be in place prior to the issuance of the grading permit and the mobilization of equipment on the project site. If the proposed material source or	Prior to Issuance of a Grading Permit	Planning & Engineering Depts.	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	disposal site was not previously evaluated by the mitigated negative declaration, a grading environmental assessment shall be approved by the planning director prior to the issuance of the haul permit.			
51.	Prior to the issuance of any grading permit for each phase , the applicant shall provide a note on the grading plans that state the following: "*No ground disturbing or grubbing activities shall be allowed within the protected drip line of any preserved native, oak or riparian tree identified for preservation. Fencing shall be placed around these protected areas."*	Prior to Issuance of a Grading Permit	Planning & Engineering Depts.	
Prior to Issuance of a Building Permit and/or During Construction				
52.	Prior to the issuance of the 1st building permit for any dwelling unit within the project area, the applicant shall submit three (3) sets of detailed construction plans to the Building Department for review and approval. Said construction drawings shall be consistent with the development plans and architectural plans approved by the City Council under Plot Plan No. 12-0364.	Prior to Issuance of a Building Permit	Building Department	
53.	Prior to the issuance of the building permits for each dwelling unit constructed under Plot Plan No. 12-0364, the applicant shall pay all applicable and current Development Impact Fees and City Mitigation Fees as determined by the Building and Engineering departments, including but not limited to, TUMF, MSHCP and K-Rat fees.	Prior to Issuance of Building Permits	Building and Engineering Departments	
54.	As required by Section 42911 of the Public Resources Code, prior to the issuance of a building permit, the project applicant shall submit a recycling collection and loading area plan to the Riverside County Waste Management Division.	Prior to Issuance of Building Permits	Building and Engineering Departments	

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Original Council Approval Date (Council Approval): **Plot Plan No. 12-0364: September 10, 2014**	**Expiration Date (Council Approval):** **Plot Plan No. 12-0364: September 10, 2016**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
55. The applicant shall be required to provide a protective sound fence/barrier along the west property line to buffer construction noise from the existing single family residence during all construction activities and hours of operation. The size, type and material shall be approved by the Building Official prior to the issuance of the 1st building permit.	Prior to Issuance of Building Permits and during construction activities	Building and Engineering Departments	
56. The construction drawings shall show the required foam trim and/or stone veneer being extended to the main door entrance on all architectural elevation types/styles.	Prior to Issuance of Building Permits	Planning and Building Departments	
Special Landscape Conditions			
57. Prior to the issuance of the 1st building permit within the project area, the applicant shall submit for review and approval by the Planning Department three (3) sets of detailed landscape and irrigation construction plans, prepared by a registered landscape architect. Said landscape plans shall be consistent with the conceptual landscape plans approved by the City Council.	Prior to Issuance of a Building Permit	Planning Department	
58. All privately maintained landscape and irrigation plans shall be consistent with the City of Wildomar Water Efficient Landscaping Ordinance and Irrigation Implementation Guidelines, Title 17.276.	On-Going	Planning Department	
59. All City of Wildomar maintained landscape and irrigation plans shall be consistent with the City of Wildomar Landscape Maintenance District Requirements.	On-Going	Planning Department	
60. Landscape plans shall be drawn at a scale of 20 feet equal to 1 foot or larger.	On-Going	Planning Department	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
61.	Erosion control planting and irrigation plans shall be submitted and approved for all slopes finish graded at 3 feet in vertical height and greater.	On-Going	Planning Department	
62.	All ground covers shall be installed from living plant materials. Spacing shall be such that 100% coverage is achieved within 2 years of the installation.	On-Going	Planning Department	
63.	Lawn may be used in small amounts only and is discouraged in front yards. Front and rear yards shall contain no more than 50% of the landscape square footage using lawn. Warm season lawn is encouraged to conserve water. All front yard lawns shall be installed using sod.	On-Going	Planning Department	
64.	Street trees, which will be incorporated into the overall street tree theme, shall be designed for installation close to the property line and outside the right-of-way (unless installed in an approved parkway) along all public and private streets in accordance with current City standards and as approved by the City Landscape Architect. At least one street tree shall be installed per lot with at least 5 feet of clearance to the side property lines. Two street trees shall be designed for the corner landscape areas visible from the street.	On-Going	Planning Department	
65.	Plantings shall be hydro-zoned to KC factor of .5 or less (low to medium water use according to WUCOLS booklet).	On-Going	Planning Department	
66.	No trees shall be planted in drainage swales or within 5 feet of the residence, property line, or other structures that could cause damage.	On-Going	Planning Department	
67.	All street trees shall be installed from 24” box containers.	On-Going	Planning Department	

68.	A minimum of 50% of the shrubs and ground cover in the front yard shall be installed from 5 gallon containers.	On-Going	Planning Department	
69.	No plant materials that could freeze, damage paving, have thorns, or require pruning to keep it to an unnatural size are allowed.	On-Going	Planning Department	
70.	Water quality basins shall be fully landscaped including drip irrigation, California native trees, shrubs, and ground covers.	On-Going	Planning Department	
71.	A rain shut off device shall be provided for each residence. A weather-based irrigation controller (smart controller) that measures evapo-transpiration is required. Drip irrigation is required at each residence in shrub areas for water conservation.	On-Going	Planning Department	
72.	All soil amendments and fertilizers shall be organic as a storm-water best management practice. Soil analysis and agronomic soil report must be submitted to the City with the landscape plans, including the following: • soil texture • percentage of organic matter • soil infiltration rate (measured or derived from soil texture/infiltration rate tables) • pH and total soluble salts • macro-nutrients • micro-nutrients • recommendations for organic fertilizers and amendments	On-Going	Planning Department	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	• The landscaping shall be re-inspected when model homes are converted to single family residence.			
73.	All existing trees of the species: Salix lasiolepis, Populus fremontii, and Quercus agrifolia that are specified for preservation shall be protected in place using measures in accordance with International Society of Arboriculture practices, unless otherwise approved by the City of Wildomar. Trees that are damaged shall be replaced at the direction of the city landscape architect.	On-Going	Planning Department	
74.	The City Landscape Architect shall meet with the job site superintendent and the landscape contractor for a pre-job meeting on site. No landscaping shall occur prior to the meeting.	Prior to Construction	Planning Department	
75.	All required landscaping and irrigation systems shall be installed in a condition acceptable to the City. The City landscape architect will conduct inspections to ensure that the landscape installation is in compliance with the approved landscape plans.	Prior to Issuance of Occupancy Permits	Planning Department	
Prior to Issuance of a Certificate of Occupancy				
76.	Prior to the issuance of a certificate of occupancy for any dwelling unit within each phase/planning area, all conditions of approval for that phase/planning area shall be satisfied.	Prior to Issuance of a Certificate of Occupancy	Planning and Building Department	
77.	Prior to the issuance of an occupancy permit for the 34th dwelling unit, construction of the private park and all related park appurtenances approved by the City Council on September 10, 2014 under Plot Plan No. 12-0364 and TTM No. 36497 shall be completed.	Prior to Issuance of Occupancy Permits for the 34th unit	Planning and Building Department	

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PUBLIC WORKS/ENGINEERING/BUILDING DEPARTMENT CONDITIONS				
General Requirements/Conditions				
1.	The developer shall obtain City approval for any modifications or revisions to the approval of this project. Variations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned. Amended entitlement approvals may be necessary as a result.	On-Going	Engineering Dept.	
2.	No grading shall be performed without the prior issuance of a grading permit by the City.	On-Going	Engineering Dept.	
3.	Written permission shall be obtained from the affected property owners allowing the proposed grading and/or facilities to be installed outside of the project boundaries.	On-Going	Engineering Dept.	
4.	The developer's contractor is required to submit for a haul route permit for the hauling of material to and from the project site. Said permit will include limitations of haul hours, number of loads per day and the posting of traffic control personnel at all approved entrances/exits onto public roads. This permit shall be in place prior to the issuance of the grading permit and the mobilization of equipment on the project site.	On-Going	Engineering Dept.	
5.	The Developer shall provide evidence that environmental impacts and regulatory agency permits have been addressed prior to issuance of a haul permit or grading permit.	On-Going	Engineering Dept.	
6.	The Developer shall dedicate, design and construct all improvements in accordance the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, as further conditioned herein and to the satisfaction of the City Engineer.	On-Going	Engineering Dept.	

7.	The Developer shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.	On-Going	Engineering Dept.	
8.	Prior to first building permit for model homes, the developer shall design and construct a precise grading plan for model home lots and parking areas and design and construct the road improvements providing access to and from the model homes.			
9.	All grading shall conform to the California Building Code, including Appendix J, and all other relevant laws, rules, and regulations governing grading in the City of Wildomar. Prior to commencing any grading which includes 50 or more cubic yards, the developer shall obtain a grading permit from the Building Department.	On-Going	Engineering Dept.	
10.	All necessary measures to control dust shall be implemented by the developer during grading to the satisfaction of the City Engineer. A PM10 plan may be required at the time a grading permit is issued.	On-Going	Engineering Dept.	
11.	Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved by the City Engineer.	On-Going	Engineering Dept.	
12.	Grading in excess of 199 cubic yards will require performance security to be posted with the City.	On-Going	Engineering Dept.	
13.	All retaining walls shall require a separate permit from the Building Department.	On-Going	Building Dept.	
14.	Erosion control – landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded. Planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. The Developer shall plant &	On-Going	Engineering Dept.	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the City Engineer.			
15.	Should this project lie within any assessment/benefit district, the project proponent shall, prior to acceptance of improvements, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district unless said fees are otherwise deferred.	On-Going	Engineering Dept.	
16.	The developer shall annex into the City's Community Facility District (CFD 2013-1 Services) and pay associated costs for annexation. Should this project lie within any assessment/benefit district that duplicates the services to be covered under CFD 2013-1 then the developer shall de-annex from said assessment/benefit district.	Prior to Map Recordation	Engineering Dept.	
17.	The developer shall design and construct all driveways in accordance with the City of Wildomar Improvement Standards.	On-Going	Engineering Dept.	
18.	The improvement plans for the required public improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the City Engineer.	On-Going	Engineering Dept.	
19.	All above-ground utilities, including but not limited to communication and power that are 33KV in size or less, shall be undergrounded by the developer in accordance with City requirements. The undergrounding of utilities shall be reflected on the project improvement plans.	On-Going	Engineering Dept.	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
20.	All flood control plans to be reviewed by the City or the Riverside County Flood Control District (RCFCD) shall be submitted through the City of Wildomar, unless otherwise directed by the City Engineer. For projects requiring RCFCD review the developer shall pay the appropriate fees to RCFCD.	On-Going	Engineering Dept.	
Prior to the Issuance of Grading Permits				
21.	Prior to the issuance of a grading permit, the developer shall submit a geotechnical soils reports to the City Engineer for review and approval prior to issuance of grading permit. The findings and recommendations shall reflect current conditions and the report shall be no older than one (1) year. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by City of Wildomar. If grading activities become dormant for six months or more, additional geotechnical review of the findings and recommendations may be required at the direction of the City Engineer.	Prior to Issuance of a Grading Permit	Engineering Dept.	
22.	Prior to the issuance of a grading permit, it shall be the sole responsibility of the developer to obtain any and all easements and/or permissions necessary to perform the grading required for the project. A notarized letter of permission from all affected property owners or easement holders, or encroachment permit, is required for all off-site grading.	Prior to Issuance of a Grading Permit	Engineering Dept.	
23.	Prior to the issuance of grading permits, the project specific SWPPP shall be approved by the City Engineer.	Prior to Issuance of a Grading Permit	Engineering Dept.	
24.	Prior to issuance of grading permits the Developer shall provide the Engineering Department evidence of compliance with the National Pollutant Discharge Elimination System (NPDES) and obtain a	Prior to Issuance of a Grading Permit	Engineering Dept.	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	construction permit from the State Water Resource Control Board (SWRRCB).			
25.	Prior to the issuance of a grading permit, the developer shall have obtained approval for the import/export location from the City of Wildomar. Additionally, if either location was not previously approved by an Environmental Assessment, prior to issuing a grading permit, a Grading Environmental Assessment shall be submitted to the Planning Director for review and comment and to the City Engineer for approval.	Prior to Issuance of a Grading Permit	Engineering Dept.	
26.	Prior to the issuance of a grading permit, the developer shall submit a Final Water Quality Management Plan (WQMP), in conformance with the requirements of the San Diego and/or Santa Ana Regional Water Quality Control Board. Applicant shall confirm the watershed requirements relative to their project location. All stormwater quality treatment devices shall be located outside of the ultimate public right of way. The developer shall design the stormwater quality treatment devices to accommodate all project runoff, ensuring post-construction flows and volumes do not exceed pre-construction levels, in accordance with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer. These BMPs shall be consistent with the Final WQMP and installed to the satisfaction of the City Engineer.	Prior to Issuance of a Grading Permit	Engineering Dept.	
27.	If the project location is within the Santa Ana River Watershed: Prior to the issuance of a grading permit, the developer is to provide the appropriate documentation that will allow this project a waiver for mitigation volume related to the Lake Elsinore sub watershed of the Santa Ana Watershed. Please note the City is not a permittee in the MS4 permit for the Santa Ana River Watershed (Lake Elsinore) and is	Prior to Issuance of a Grading Permit	Public Works Dept.	

	governed only by the MS4 permit for the Santa Margarita Watershed, therefore the Applicant needs to provide evidence that this waiver has been approved by the Santa Ana Regional Water Quality Control Board. Otherwise volume has to be addressed.			
28.	Prior to the issuance of grading permit, the developer shall prepare and submit a comprehensive drainage study and plan that includes, but is not limited to: definition with mapping of the existing watersheds; a detailed pre- and post-project hydrologic and hydraulic analysis of the project and project impacts; definition of the local controlling 100-year frequency water levels existing and with project; the proposed method of flow conveyance to mitigate the potential project impacts with adequate supporting calculations; any proposed improvements to mitigate the impacts of increased runoff from the project and any change in runoff; including quality, quantity, volume, and duration in accordance with City of Wildomar's Hydrology Manual, Improvement Standards, and to the satisfaction of the City Engineer. Specifically, the study will: a. Analyze the detention basin drainage area for a project using the Rational Method 100-year storm event for the pre-project and post-project. b. Analyze 4 hydrographs for the detention basin drainage area for a project using the Unit Hydrograph 100-year storm event for the 1-hour, 3-hour, 6-hour, and 24-hour storm durations for post-project condition. c. Using the Unit Hydrographs determine which duration provides the highest flow rate. Adjust parameters such as lag time, flow line roughness coefficient or other parameters to calibrate Unit	Prior to Issuance of a Grading Permit	Engineering Dept.	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	Hydrograph model to provide results similar to the Rational Method. d. Using the calibrated Unit Hydrograph for the detention basin drainage area perform basin routing analysis to demonstrate that the outflow is less than the pre-project Rational Method flow rate.			
29.	Prior to the 1st Improvement Plan submittal, the developer shall show all easements per the Title Report to the satisfaction of Public Works. Any conflict with existing easements resulting in the site being redesigned potentially requires a minor change or amendment approval by Planning Commission.	Prior to 1st Improvement Plan Submittal	Engineering Dept.	
Prior to Issuance of a Building Permit				
30.	Prior to the issuance of any building permit unless excepted by Subdivision Map Act 66499.30 (a), (b) for model homes the developer shall comply with the conditions of approval for Tentative Tract Map 36497.	Prior to Issuance of a Building Permit	Building Dept.	
31.	Prior to first building permit for model homes, the developer shall design and construct a precise grading plan for model home lots and parking areas and design and construct the road improvements providing access to and from the model homes.	Prior to Issuance of a Building Permit	Building Dept.	
32.	Prior to the issuance of any building permit, the property owner shall obtain a grading permit and/or approval to construct from the City Engineer.	Prior to Issuance of a Building Permit	Building Dept.	
33.	Prior to the issuance of a building permit, Improvement plans shall be	Prior to Issuance of	Building Dept.	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	approved by the City Engineer and all improvements to be constructed shall be secured by the Developer.	a Building Permit		
34.	Prior to issuance of a building permit, the developer shall provide will serve letters from the appropriate water and sewer agencies.	Prior to Issuance of a Building Permit	Building Dept.	
35.	Prior to issuance of a building permit, the developer shall pay all fees in accordance with Zone A of the Southwest Road and Bridge Benefit District.	Prior to Issuance of a Building Permit	Building Dept.	
36.	Prior to issuance of a building permit, the developer shall pay the appropriate impact mitigation fee to the Riverside County Flood Control and Water Conservation District.	Prior to Issuance of a Building Permit	Building Dept.	
37.	Prior to issuance of a building permit, the developer shall pay all necessary impact and mitigation fees required. These fees include, but are not limited to, fees associated with Transportation Uniform Mitigation Fee (TUMF), Quimby (parkland in-lieu) Fee, and City Development Impact Fees.	Prior to Issuance of a Building Permit	Building Dept.	
Prior to Issuance of Occupancy Permits				
38.	Prior to certificate of occupancy, the developer shall install streetlights in accordance with the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, City Ordinances and to the satisfaction of the City Engineer.	Prior to a Certificate of Occupancy	Building Dept.	
39.	Prior to certificate of occupancy, the developer shall install all street name signs at intersections adjacent to the project, public or private and/or replace street name signs in accordance with the City of Wildomar Standard Details and to the satisfaction of the City Engineer.	Prior to a Certificate of Occupancy	Building Dept.	

ATTACHMENT D - EXHIBIT 1 LENNAR RESIDENTIAL PROJECT - CONDITIONS OF APPROVAL			
Project Application: Plot Plan No. 12-0364 (FSPOD)			
APN No.: 380-280-004 and 380-280-009, 010, 011 & 012			
Original Council Approval Date (Council Approval): **Plot Plan No. 12-0364: September 10, 2014**	**Expiration Date (Council Approval):** **Plot Plan No. 12-0364: September 10, 2016**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**

40.	Prior to certificate of occupancy, the developer shall annex into all applicable Maintenance Districts, Community Service Areas and Landscaping Maintenance District for landscaping, lighting, drainage and maintenance to the satisfaction of the City Engineer.	Prior to a Certificate of Occupancy	Building Dept.	
41.	Prior to 80% of an issued certificate of occupancy, the developer shall construct the stormwater quality treatment devices to accommodate all project runoff from in accordance with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer. All stormwater quality treatment devices shall be constructed outside of the ultimate public right of way.	Prior to 80% of a Certificate of Occupancy	Building Dept.	
42.	Offers of dedication and right of way vacation for street, drainage and utilities outside of the subdivision property shall be complete and accepted by resolution of the City Council prior to the 1st Certificate of Occupancy. Should modification to Standard 105A and the street improvement plans be required, said modifications shall be approved by the City Engineer.	Prior to 1st Issuance of a Certificate of Occupancy	Building Dept.	

ATTACHMENT D - EXHIBIT 1 LENNAR RESIDENTIAL PROJECT - CONDITIONS OF APPROVAL			
Project Application: Plot Plan No. 12-0364 (FSPOD)			
APN No.: 380-280-004 and 380-280-009, 010, 011 & 012			
Original Council Approval Date (Council Approval): **Plot Plan No. 12-0364: September 10, 2014**	**Expiration Date (Council Approval):** **Plot Plan No. 12-0364: September 10, 2016**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**

RIVERSIDE COUNTY FIRE DEPARTMENT				
General Conditions				
1.	10.FIRE.999 MAP #50-BLUE DOT REFLECTORS: Blue retro-reflective pavement markers shall be mounted on private streets, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Riverside County Fire Dept.	On-Going	Fire Department	
2.	10.FIRE.999 MAP-#16-HYDRANT/SPACING: Schedule A fire protection approved standard fire hydrants, (6"x 4"x 2 ½") locate one at each street intersection and space no more than 500 feet apart in any direction, with no portion of any lot frontage more than 250 feet from hydrant. Minimum fire flow shall be 1000 GPM for 2 hours duration at 20 PSI. Shall include perimeter streets at each intersection and spaced 660 feet apart.	On-Going	Fire Department	
Prior to Issuance of Grading Permits				
3.	60.FIRE.999 MAP-#004-ECS-FUEL MODIFICATION: ECS map must be stamped by the Riverside County Surveyor with the following Note: Prior to the issuance of a grading permit, the developer shall prepare and submit to the fire department for approval a fire protection/vegetation management that should include but not limited to the following items: a) Fuel modification to reduce fire loading. b) Appropriate fire breaks according to fuel load, slope and terrain. c) Non-flammable walls along common boundaries between rear yards and open space areas shall be provided at intervals not to exceed 1500'.	Prior to Issuance of a Grading Permit	Fire Dept.	

	Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	d) A homeowner's association or appropriate district shall be responsible for maintenance of all fire protection measures within the open space areas. e) ANY HABITAT CONSERVATION ISSUE AFFECTING THE FIRE DEPARTMENT FUEL MODIFICATION REQUIREMENTS SHALL HAVE CONCURRENCE WITH THE RESPONSIBLE WILDLIFE AND/OR OTHER CONSERVATION AGENCY.			
Prior to Issuance of Building Permits				
4.	80.FIRE.999 MAP-#50C-TRACT WATER VERIFICATION: The required water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Riverside County Fire Department prior to any combustible building material placed on an individual lot. Contact the Riverside County Fire Department to inspect the required fire flow, street signs, all weather surface, and all access and/or secondary. Approved water plans must be at the job site.	Prior to Issuance of a Building Permit	Fire Dept.	
Prior to Final Inspection				
5.	90.FIRE.999 MAP – RESIDENTIAL FIRE SPRINKLER: Fire sprinkler systems shall be installed in all residences per NFPA 13D, 2010 Edition. Plans shall be submitted to the Fire Dept. for review and approval prior to installation.	Prior to Final Inspection	Fire Dept.	

ATTACHMENT E

Tentative Tract Map No. 36497 Plans

ATTACHMENT F
Final Site Plan of Development Package

- **Final Site Plan of Development Plan**
- **Conceptual Landscape Plans (private park & project wide)**
- **Architectural Elevations/Floor Plans**

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: General Rule Exemption and approval of Zoning Ordinance Amendment No. 14-04 to amend Chapter 17.252 (Sign Regulations) of the Zoning Ordinance relating to Freestanding Freeway Signs

STAFF REPORT

RECOMMENDATION:
The Planning Commission recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION PER SECTION 15061.B.3 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVING ZONING ORDINANCE AMENDMENT NO. 14-04 TO AMEND CHAPTER 17.252 (SIGN REGULATIONS) OF THE WILDOMAR ZONING ORDINANCE RELATING TO FREESTANDING SIGNS

BACKGROUND

Planning Commission Review:
The proposed zoning ordinance amendment was presented to the Planning Commission at its July 16, 2014 meeting. Over the past couple of years, staff has been approached by several business owners desiring to install taller freeway signs than currently allowed by code (currently set at 45 feet within 660 feet of the I-15 freeway).

As the Council knows, there are grade differences between the edges of the I-15 freeway and commercially zoned properties, including our three (3) interchanges. The primary reason taller signs have been requested is to achieve better visibility at the freeway off-ramps which tends to lead to better business for business owners.

The only way to get a taller sign at this is to submit Variance application. However, the findings to approve a sign height variance is very difficult. In discussions with the City Attorney on this matter, it would be better to amend the code standard if that standard

becomes outdated or difficult to implement (such is our case). This practice would be in lieu of processing variances.

Thus, staff recommended to the Commission that the maximum height be changed from 45 feet to 50 for a freestanding freeway sign within the 660-foot distance area. A second component of this approach is to propose a taller sign (i.e., 60 feet) if two (2) or more property owners combine their individual signs into one.

The specific changes proposed to the Commission are outlined in the draft ordinance (Attachment A). A summary of the proposed changes to is noted below (the actual changes are shown in *red italic font*):

"Section 17.252.040.A

A. Freestanding Signs.

1. *Freeway oriented signs for individual commercially zoned parcels or shopping centers* located within 660 feet of the nearest edge of a freeway right-of-way line *are permitted subject to the following standards:*

   a. The maximum height of a *freestanding freeway oriented* sign shall not exceed *50 feet in height (as measured from finished building pad grade). Said sign may identify a commercial center, multiple tenants and/or a single tenant.*

      i. If two or more commercially zoned parcels located within 660 feet of a freeway right-of-way line combine their individual signs into a single freestanding freeway oriented sign, the sign height may be 60 feet. The combined sign shall located on the parcel closest to the freeway. If a combined sign is erected, no additional freestanding freeway oriented sign shall be permitted on the parcel(s).

   b. The maximum surface area of a *freestanding freeway oriented* sign shall not exceed 150 square feet *per sign face*.

There was discussion between the Commissioners that maybe 50 feet was not high enough for an individual an business or that the 60-foot sign height for business co-locating was not high enough. Upon conclusion of the public hearing, public testimony, and Commission discussion, the Commission voted unanimously (5 – 0) recommending City Council approval of Zoning Ordinance Amendment No. 14-04 as presented by staff with no changes.

ANALYSIS

Since incorporation for example, the Commission has only approved only one (1) height variance (a 71-foot tall sign for the Bundy Canyon Plaza project located at the southeast

corner of the I-15 freeway and Bundy Canyon Road), and it has denied one (1) height variance (an 85-foot tall sign for the Wildomar Square Retail Center located at the southwest corner of the I-15 and Clinton Keith Road). The current height standard as outlined in Section 17.252.040 is 45 feet for properties located within 660 feet of the I-15 freeway.

Staff has driven the I-15 freeway recently to get a better understanding of the visual impact of the existing grade differences. We also took part in two (2) "balloon tests" with our applicants desiring a sign height variance (Subway and Arco). While it is true that there are grade differences, the hardship findings (i.e., non-economic findings) the Commission is required to make to approve a variance for sign height is difficult, and easily challenged by opponents. As a result, staff has taken a conservative stance on processing variance applications.

As part of this effort, staff has researched what our neighboring cities allow for freeway signs. The table below summarizes the findings.

Table 1 - Freeway Sign Survey Matrix

Freeway Sign Standards	City of Wildomar – "Proposed"	City of Temecula	City of Murrieta	City of Lake Elsinore	City of Corona	City of Menifee
Sign Height	50 Feet (60 Feet if combined)	30 Feet	45 Feet	45 Feet	40 Feet	45 Feet
Maximum Sign area (Per Face)	150 Square Feet	100 Square Feet	200 Square Feet	150 Square Feet	200 Square Feet	150 Square Feet
Number of Signs	One (1) Or More / Parcel	One (1) Or More / Parcel	One (1) / Parcel	One (1) / Parcel	One (1) / Parcel	One (1) / Parcel

While our adjacent cities permit sign heights between 30 and 45 feet, not every city (in general) has the exact same topography issues as Wildomar. The proposed code amendment will address a very specific need applicable to the Wildomar community and our commercial businesses located along the freeway. Staff believes if the new standard is approved (i.e., 50 feet & 60 feet), the need to process sign height variances should significantly decrease.

Staff has provided an exhibit that shows the commercially zoned properties within the 660-foot distance area, most of which are at the three (3) intersections (refer to Attachment B). There are about 45 – 50 properties with the commercial land use and zoning designations that would benefit from the code amendment.

In conclusion, staff believes the proposed amendments will benefit our freeway oriented businesses. It is staff's opinion that the 50-foot height standard is appropriate for our community given the grade differences. As the new standard will encourage combining signs with a 60-foot height standard, staff believes this will make these signs more visible to travelers on the freeway. It will also create an opportunity for those parcels at the outer edge of the 660-foot distance area to have better visibility. Lastly, better visibility of signage from the freeway should increase business activity to our businesses, which in turn increases sales tax revenues to the City.

CEQA DISCUSSION

A review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 14-04. The proposed Zoning Ordinance text amendment would not, in and of itself, result in development or any other material change to the environment. Property/business owners seeking to implement the amended provisions of the freestanding freeway signs ordinance would be subject to separate review under CEQA pursuant to Wildomar Municipal Code Section 17.252 which requires permit application for these signs]. Based on this review, the Planning Department has determined that the adoption of the proposed amendment (which provides for only text changes) has no potential to cause a significant adverse impact on the environment whatsoever. Therefore, Zoning Ordinance Amendment No. 14-04 is exempt from CEQA pursuant to Section 15061(b)(3) which states "that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." Staff is recommending that the Planning Commission recommend City Council adoption of this CEQA Exemption for Zoning Ordinance Amendment No. 14-04.

REQUIRED ZOA FINDING

In accordance with the provisions of the Wildomar Zoning Ordinance, the following finding is offered for City Council consideration in approving Zoning Ordinance Amendment No. 14-04.

A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

   The proposed amendment is consistent with the City of Wildomar General Plan in that the proposed amendment will continue to ensure a business's right to have proper identification that will lead to enhanced economic vitality for the businesses along the I-15 freeway which will lead to enhanced sales tax revenue of the City (Goal LU 7.1). Further, the provisions outlined in the amendment will allow for multiple/individual freeway signs to be grouped on one sign which will minimize aesthetic impacts along the I-15 corridor, thereby, enhancing the visual character of the area (Goal LU 4.1). The amendment is also consistent with the Zoning

Ordinance in that the City is allowed to amend its sign requirements any time to address changes in the marketplace and to keep up with current design trends. Nothing in the proposed amendment will prohibit an individual business from having proper business signage which is solely regulated within the sign ordinance.

PUBLIC NOTICING

In accordance with the Wildomar Municipal Code, the Planning Department on August 29, 2014 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the public hearing for the proposed Zoning Ordinance Amendment No. 14-04. As of the date of this report, staff has not received any public comments.

FISCAL IMPACT

There are no fiscal impacts to the General Fund with the adoption of this Ordinance.

Submitted By:	Approved By:
Matthew C. Bassi	Gary Nordquist
Planning Director	City Manager

ATTACHMENTS

A. Ordinance
B. 600-foot distance area map exhibit

ATTACHMENT A

(Draft Council Ordinance for ZOA 14-04)

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION PER SECTION 15061.B.3 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVING ZONING ORDINANCE AMENDMENT NO. 14-04 TO AMEND CHAPTER 17.252 (SIGN REGULATIONS) OF THE WILDOMAR ZONING ORDINANCE RELATING TO FREESTANDING SIGNS

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: ENVIRONMENTAL DETERMINATION.

A review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 14-04. The proposed Zoning Ordinance text amendment would not, in and of itself, result in development or any other material change to the environment. Property/business owners seeking to implement the amended provisions of the freestanding freeway signs ordinance would be subject to separate review under CEQA pursuant to Wildomar Municipal Code Section 17.252 which requires permit application for these signs. Based on this review, the City Council, upon recommendation from the Planning Commission, has determined that the adoption of the proposed amendment (which provides for only text changes) has no potential to cause a significant adverse impact on the environment whatsoever. Therefore, Zoning Ordinance Amendment No. 14-04 is exempt from CEQA pursuant to Section 15061(b)(3) which states "that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

SECTION 2. REQUIRED ZOA FINDING.

In accordance with the provisions of the Wildomar Zoning Ordinance, the following finding is offered for City Council consideration in approving Zoning Ordinance Amendment No. 14-04.

A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan in that the proposed amendment will continue to ensure a business's right to have proper identification that will lead to enhanced economic vitality for the businesses along the I-15 freeway which will lead to enhanced sales tax revenue of the City (Goal LU 7.1). Further, the provisions outlined in the amendment will allow for

multiple/individual freeway signs to be grouped on one sign which will minimize aesthetic impacts along the I-15 corridor, thereby, enhancing the visual character of the area (Goal LU 4.1). The amendment is also consistent with the Zoning Ordinance in that the City is allowed to amend its sign requirements any time to address changes in the marketplace and to keep up with current design trends. Nothing in the proposed amendment will prohibit an individual business from having proper business signage which is solely regulated within the sign ordinance.

SECTION 3: AMENDMENT TO THE ZONING ORDINANCE.

Section 17.252.040.A.1 of the Wildomar Zoning Ordinance is hereby amended in its entirety to read as follows:

"A. Freestanding Signs.

1. Freeway oriented signs for individual commercially zoned parcels or shopping centers located within 660 feet of the nearest edge of a freeway right-of-way line are permitted subject to the following standards:

    a. The maximum height of a freestanding freeway oriented sign shall not exceed 50 feet in height (as measured from finished building pad grade). Said sign may identify a commercial center, multiple tenants and/or a single tenant.

        i. If two or more commercially zoned parcels located within 660 feet of a freeway right-of-way line combine their individual signs into a single freestanding freeway oriented sign, the sign height may be 60 feet. The combined sign shall located on the parcel closest to the freeway. If a combined sign is erected, no additional freestanding freeway oriented sign shall be permitted on the parcel(s).

    b. The maximum surface area of a freestanding freeway oriented sign shall not exceed 150 square feet per sign face."

SECTION 4. EFFECTIVE DATE OF THE ORDINANCE.

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

SECTION 5. SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,

subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. CITY CLERK ACTION.

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014.

_____
Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

ATTACHMENT B

660-foot distance area map exhibit

City of Wildomar

Commercial Zoning Within 660 ft. of I-15

Parcels Within 660 ft. of I-15

Parcels Not Within 660 ft. of I-15

City Limit Boundary

Map 1 of 2

0 500 1,000 2,000
Feet

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City of Wildomar

Commercial Zoning Within 660 ft. of I-15

Parcels Within 660 ft. of I-15

Parcels Not Within 660 ft. of I-15

City Limit Boundary

Map 2 of 2

0 500 1,000 2,000
Feet

City of Wildomar

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CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Freedom Swing

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council:

1. Appropriate Funding for play area improvements;
2. Approve the addition of an event for September 27, 2014; and
3. Re-Appropriate Park Event Funding.

BACKGROUND/DISCUSSION:
Through a private fund raising effort, a Freedom Swing has been purchased and delivered to the City for installation. Staff has consulted a certified playground safety inspector (CPSI) regarding placement of the Freedom Swing. Three optional Layouts were provided for discussion to the Parks Subcommittee on August 25, 2014.

Layout 1 – Placement adjacent to the existing swing structure at Marna O'Brien Park. The layout requires removal of concrete sidewalk, path light, bench and turf; placement of new concrete and rubberized surfacing; re-setting park bench and path light; and, installing the swing frame and swing. The estimated cost for the park modifications is $28,750.

Layout 2 – Placement in an open area of the tot lot at Marna O'Brien Park. The layout requires removal of a concrete ramp and spring rider; placement of rubberized surfacing; and, installation of the swing frame and swing. The estimated cost for the park modifications is $16,000.

Layout 3 – Placement adjacent to the existing swing structure at Regency Heritage Park. The layout requires removal of two bucket swings; placement of rubberized surfacing; and, installation of the swing on existing swing frame. Layout 3 does not require installation of the swing frame. The estimated cost for the park modifications is $10,900.

The Parks Subcommittee recommended Freedom Swing placement at Marna O'Brien Park. The Subcommittee's first preference was Layout 1. Following the Subcommittee meeting, staff met on-sight with a general contractor. The Contractor and staff determined that Layout 2 is the best option from a constructability perspective. Staff

requests the Council approve Layout 2 and appropriate $16,000 for the park modifications.

The Freedom Swing ribbon cutting event was scheduled for Saturday, August 23, 2014. A movie, music and other activities were scheduled for the event. The playground manufacturer's delivery of the swing was delayed; therefore a ribbon cutting did not occur as planned. The movie in the park and other activities was still provided as scheduled event on August 23rd. A new event that includes a movie, snack bar, games, music and the ribbon cutting is proposed for Saturday, September 27, 2014. The cost of the new event is estimated at $850. Staff requests reallocation of $850 from the Bicycle Safety event to host the September 27th event. The Bicycle Safety event budgeted at $2,000, scheduled for September 13th, will be fully funded by the Wildomar Rotary Club. Staff further requests reallocating the balance from the Bicycle Safety Event, $1,250 for the Spring Egg Hunt event.

FISCAL IMPACT:
The Freedom Swing and Swing Frame costs have been offset by a private fund raiser. Parks DIF fund allocation of $16,000 maybe reduced with volunteer labor and private donations.

Addition of the September 27th event will be covered by reallocating previously approved funding for summer park events. Therefore, additional appropriation of funds is not requested.

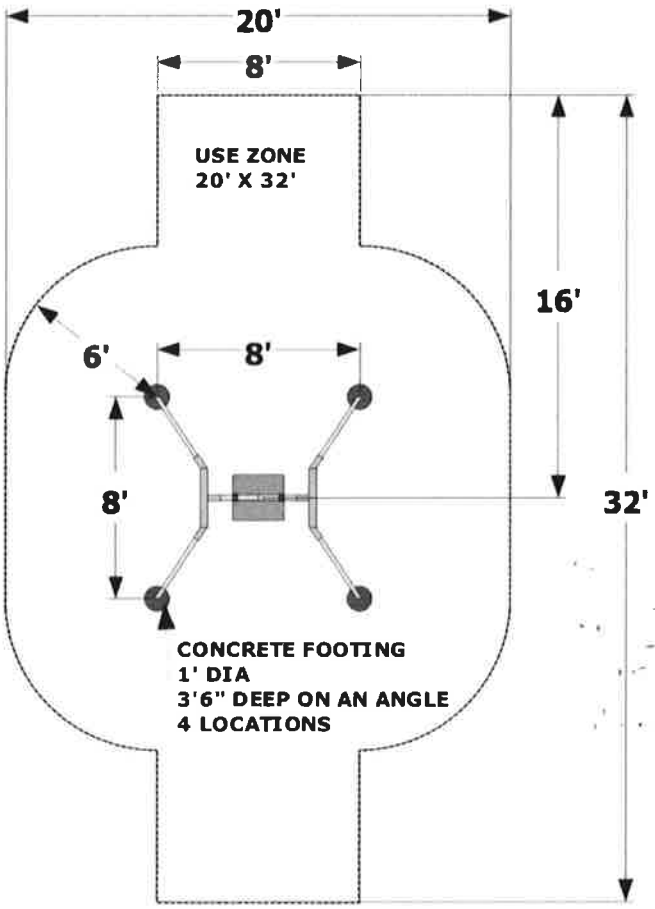
Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Freedom Swing Use Area
Cost Estimate
3 Layout Options

EQUIPMENT LAYOUT AND PART ID:

USE AREA AND FOOTING LAYOUT:

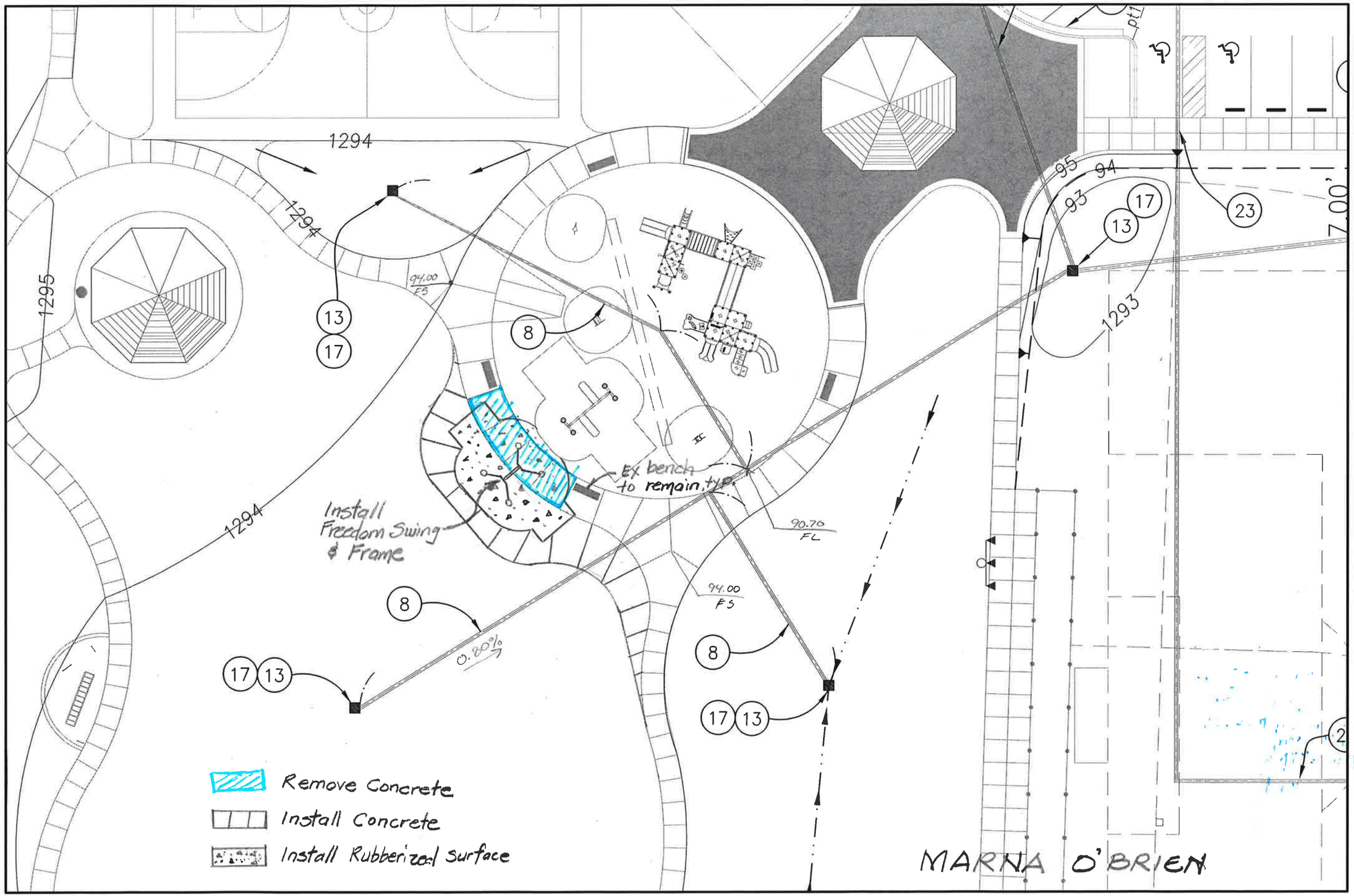


Freedom Swing - Probable Cost Estimate

Item	Layout 1 Qty	Layout 1 Unit	Layout 1 Cost	Layout 2 Qty	Layout 2 Unit	Layout 2 Cost	Layout 3 Qty	Layout 3 Unit	Layout 3 Cost
Freedom Swing	1	$ 1,200.00	$ 1,200.00	1	$ 1,200.00	$ 1,200.00	1	$ 1,200.00	$ 1,200.00
Swing Frame	1	$ 900.00	$ 900.00	1	$ 900.00	$ 900.00	0	$ 900.00	$ -
S & H	1	$ 200.00	$ 200.00	1	$ 200.00	$ 200.00	2	$ 200.00	$ 400.00
Estimated Swing & Frame			$ 2,300.00			$ 2,300.00			$ 1,600.00
Install Freedom Swing	1	40%	$ 920.00	1	40%	$ 920.00	1	40%	$ 640.00
Remove Concrete Sidewalk	250	$ 3.50	$ 875.00	150	$ 3.50	$ 525.00	0	$ 3.50	$ -
Relocate Bench	1	$ 250.00	$ 250.00	0	$ 250.00	$ -	0	$ 250.00	$ -
Relocate Light	1	$ 2,500.00	$ 2,500.00	0	$ 2,500.00	$ -	0	$ 2,500.00	$ -
Remove Tree	0	$ 1,200.00	$ -	0	$ 1,200.00	$ -	0	$ 1,200.00	$ -
Remedial Grading	1750	$ 2.50	$ 4,375.00	150	$ 2.50	$ 375.00	0	$ 2.50	$ -
Remove Spring rider	0	$ 250.00	$ -	1	$ 250.00	$ 250.00	0	$ 250.00	$ -
Install Concrete Sidewalk	500	$ 4.00	$ 2,000.00	0	$ 4.00	$ -	0	$ 4.00	$ -
Install Rubberized Surface	640	$ 15.00	$ 9,600.00	624	$ 15.00	$ 9,360.00	450	$ 15.00	$ 6,750.00
Remove Bucket Swings	0	$ 200.00	$ -	0	$ 200.00	$ -	2	$ 200.00	$ 400.00
subtotal			$ 20,520.00			$ 11,430.00			$ 7,790.00
Contingency		15%	$ 3,078.00		15%	$ 1,714.50		15%	$ 1,168.50
Administration and Staffing		25%	$ 5,130.00		25%	$ 2,857.50		25%	$ 1,947.50
TOTAL			$ 28,728.00			$ 16,002.00			$ 10,906.00

Note: Freedom Swing, Swing Frame and delivery shipping and handling already paid
Layout 3 credits a return of the Swing Frame and shipping charges. Yielding a $700 net refund

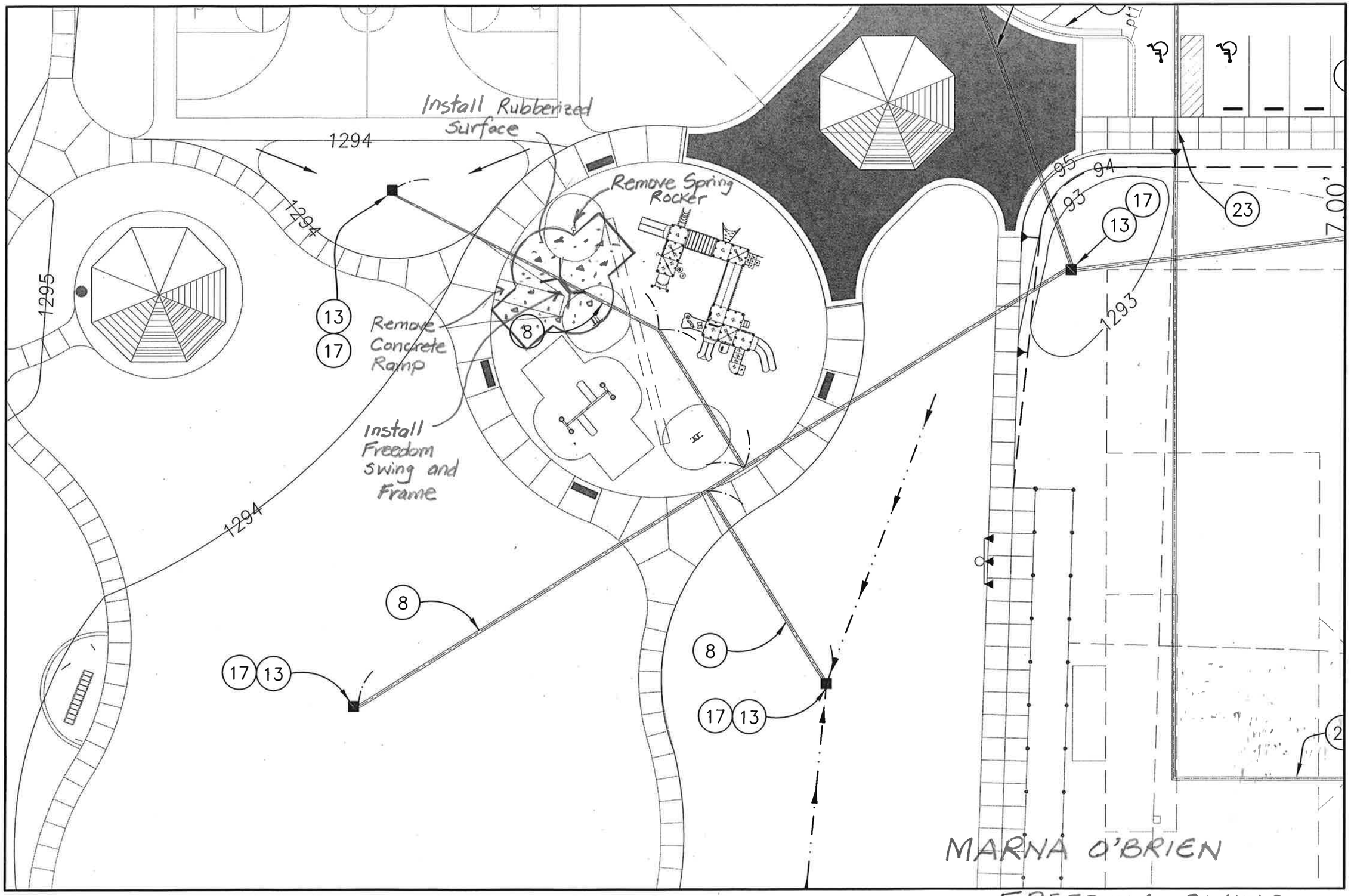
D.York 8/21/2014



1" = 20'

FREEDOM SWING
LAYOUT 1

8/19/14
D.YORK



FREEDOM SWING
LAYOUT 2

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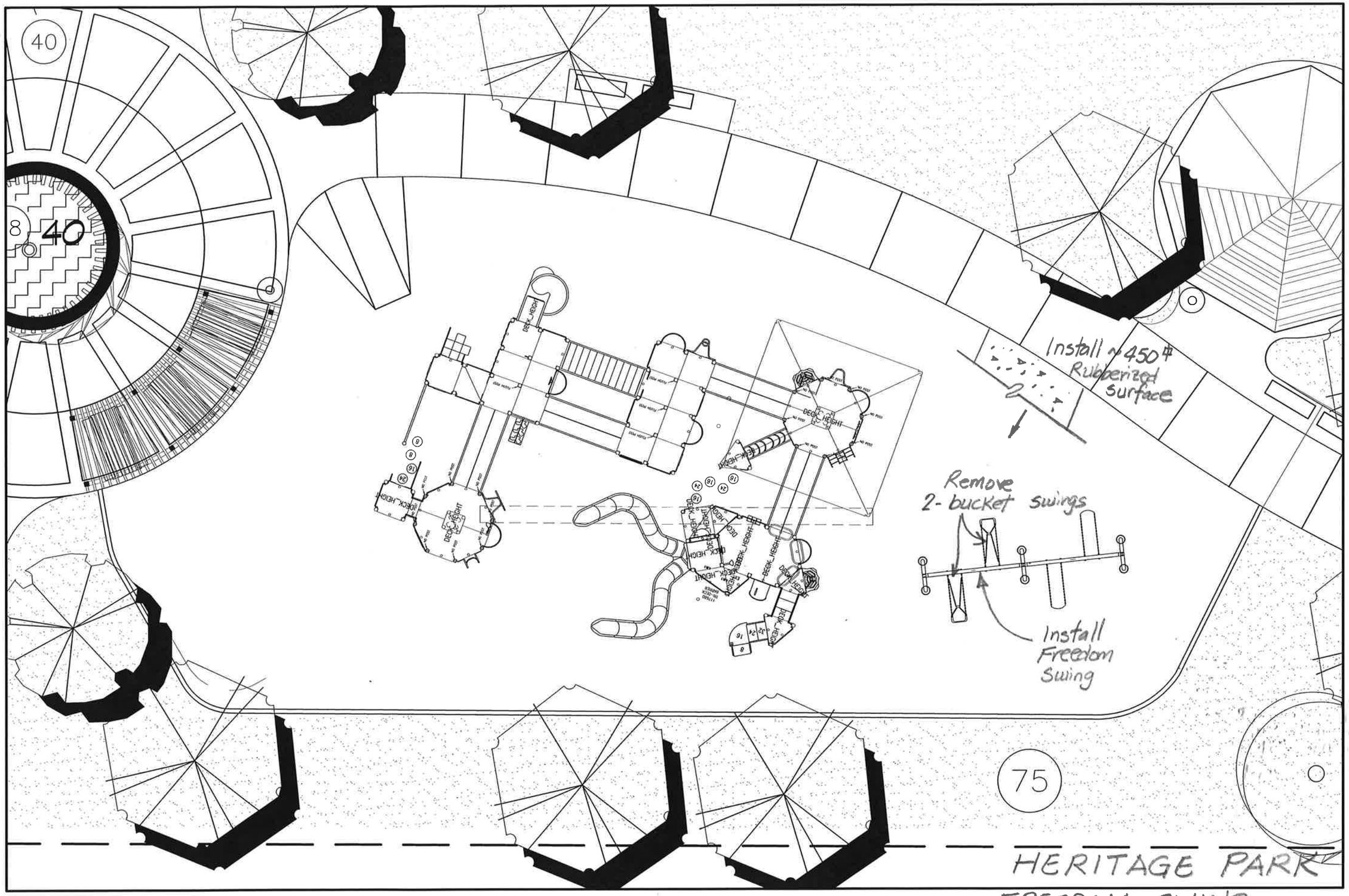

FREEDOM SWING
LAYOUT 3

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D.YORK

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Bundy Canyon Road Improvement Project Final Environmental Impact Report

STAFF REPORT

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a Resolution entitled:

   RESOLUTION NO. 2014 - _____

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH# 2007051156) AND ADOPTING FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE BUNDY CANYON/SCOTT ROAD IMPROVEMENT PROJECT;

2. Award a Professional Services Agreement with Parsons for Final Engineering, Plans, Specifications and Estimate and authorize the City Manager to execute the Agreement; and

3. Authorize the City Manager to execute a Memorandum of Understanding with the City of Menifee.

BACKGROUND

The Bundy Canyon Road Improvement Project is identified as a regionally significant six-lane Urban Arterial. The improvement project is included in and funded by Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF).

In October 2005, The County Board of Supervisors awarded an Engineering and Environmental Services Agreement with Parsons. Parsons was selected from the County's Pre-Qualified list of Highway Design firms. The list was established through a competitive qualifications based request for proposals. The project scope includes the

preparation of a Project Report; environmental document; final Plans, Specifications and Estimate (PS&E); and, construction support services.

The County identified the Bundy Canyon Road / Scott Road improvement project limits from Cherry Road (now in Wildomar) to Haun Road (now in Menifee). Since incorporation, both Cities and the county agreed to have the County and Parsons complete the preparation of the Final Environmental Impact Report (FEIR). The FEIR is now complete and the City is ready to certify the document. For purposes of Certifying the Environmental Impact Report, the City of Wildomar serves as the lead agency and the City of Menifee serves as a responsible agency. Pursuant to CEQA Guidelines section 15352 and because the proposed PS&E contract with Parsons would be the City's first and earliest commitment to issue a discretionary contract in furtherance of the Project since incorporation, the City is considering certification of the EIR now to ensure CEQA compliance before committing to approving and carrying out the Project by entering into the discretionary PS&E contract with Parsons.

This EIR is a planning document and while it proposes the acquisition of properties in connection with the Project, no decision to acquire can be made until the City Council formally acts to approve the acquisitions. Nothing in the EIR is meant to pre-commit the City Council or otherwise limit the options available to it in regard to the acquisitions.

Also after incorporation, the City of Wildomar entered into an agreement with WRCOG that provided funding for preparation of the FEIR, final engineering and preparation of plans, specifications and estimates. Through this agreement, the City has compensated the County to assist the City to complete the FEIR.

The next step in the Bundy Canyon Road Improvement project is detailed engineering design, and the preparation of plans, specifications, and estimates (PS&E). Staff's goal is to complete this process and request construction funding during WRCOG's next 5-year Transportation Improvement Plan (TIP) cycle. Requests to add projects for funding on the next WRCOG TIP are scheduled in the year 2016.

Staff has negotiated a professional services agreement with Parsons for final engineering and preparation of PS&E. Staff desires to transfer the administration of Parsons' services from the County to the City to complete the next phase of the project. In accordance with Municipal Code 3.28.040, staff requests the City Council authorize the City Manager to execute the contract without the city conducting a competitive bid procedure. WRCOG funds were previously expended by the County on the competitive selection process. Staff has reviewed Parsons Qualifications and deems them capable to complete this project to the city's satisfaction. Staff has determined that it is in the best interest of the City and most economical to retain Parsons because they were under contract with the County to also perform the final engineering and they are most familiar with the Project requirements. Selecting another firm at this time would be more costly because they would have to spend time to become familiar with the project. Therefore, executing the Professional Services Agreement for this phase (the final

design phase), the City is simply taking over administration of the project from the County.

Through the FEIR process, staff has coordinated with the City of Menifee on the certification of the document. Staffs from both cities concur with the City of Wildomar serving as the lead agency and the City of Menifee serving as a responsible agency. The Memorandum of Understanding (MOU) is scheduled for the City of Menifee's Council consideration in September. Staff requests Council authorize the City Manager to execute the MOU with the City of Menifee.

FISCAL IMPACT

The Bundy Canyon Road Improvement District is identified on the City's 5-year Capital Improvement Program. The project is funded through WRCOG TUMF fees.

Submitted by:	Approved by:
Daniel A. York	Gary Nordquist
Assistant City Manager	City Manager

ATTACHMENTS

A. Resolution for Environmental Impact Report
    a. Exhibit 1 Final Environmental Impact Report
    b. Exhibit 2 Findings of Fact
    c. Exhibit 3 Mitigation Monitoring and Reporting Program
B. Professional Services Agreement – Parsons
C. Memorandum of Understanding with City of Menifee

ATTACHMENT A

Resolution
Environmental Impact Report

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH# 2007051156) AND ADOPTING FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE BUNDY CANYON/SCOTT ROAD IMPROVEMENT PROJECT

WHEREAS, the proposed Bundy Canyon/Scott Road Improvement Project is considered a "project" as defined by the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA") and the CEQA Guidelines (14 California Code of Regulations § 15000 et seq.); and

WHEREAS, prior to the incorporation of the Cities of Wildomar and Menifee in 2008, the Riverside County Transportation Department ("RCTD") determined that there was substantial evidence that the proposed Bundy Canyon/Scott Road Improvement Project, which entails a circulation improvement project proposed within then-unincorporated Riverside County along Bundy Canyon and Scott Roads between I-15 and I-215 (but not including freeway interchanges) to allow for planned future growth in the area by providing additional travel lanes and improving safety through modification of the roadway's horizontal alignment and vertical profile may have one or more significant effects on the environment and thus commenced preparation of an Environmental Impact Report ("EIR") for the Bundy Canyon/Scott Road Improvement Project, (hereinafter "Project"); and

WHEREAS, RCTD, acting as the then-Lead Agency under CEQA, published a Notice of Preparation ("NOP") of a Draft EIR for the Project on May 31, 2007, which announced the intended preparation of the Draft EIR and was sent to the Office of Planning and Research (OPR), State Clearinghouse (SCH), responsible agencies, trustee agencies and the public to solicit comments, and which provided details about the scope and content of the planned environmental analysis as well as potential feasible mitigation measures and notice of the thirty (30) day NOP comment period that concluded on June 29, 2007; and

WHEREAS, approximately twenty-six (26) comment letters were received in response to the NOP, some of which assisted in shaping the focus and scope of potential issues for analysis in the Draft EIR; and

WHEREAS, upon completion of the Draft EIR, RCTD provided a Notice of Completion of the Draft EIR to the OPR on January 14, 2013 in accordance with Public Resources Code §§ 21091 and 21161, and CEQA Guidelines §15085; and

WHEREAS, on January 14, 2013, a Notice of Availability of the Draft EIR was published in "The Californian" (a local newspaper of general circulation), and notice was provided to the Riverside County Clerk and all interested parties requesting said notice

regarding the preparation and review of the Draft EIR (SCH# 2007051156) for the Project, and was posted for review at the City of Wildomar, City of Menifee, Mission Trail Library, and Paloma Valley Library in accordance with CEQA Guidelines § 15087; and

WHEREAS, the Draft EIR was circulated to the public, responsible and trustee agencies and other interested parties for a period of 45 days commencing on January 15, 2013 and concluding on February 28, 2013 in accordance with CEQA Guidelines § 15105(a); and

WHEREAS, RCTD held a public informational meeting/open house on February 6, 2013, during the Draft EIR public comment period, to provide information and an additional opportunity for public input, and twelve (12) comment cards were received at that informational meeting/open house and responded to in the Final EIR; and

WHEREAS, before the close of the 45-day review period of the Draft EIR, approximately fifteen additional (15) comment letters on the Draft EIR were received in response to the Notice of Availability; and

WHEREAS, pursuant to CEQA Guidelines sections 15050, 15051 and 15367, the City of Wildomar ("City") met and conferred with RCTD and the City of Menifee and all parties agreed that the City should take over from RCTD as the Lead Agency for this Project and consider certification of the EIR because the City has since incorporated and will be the first agency to carry out the proposed Project by entering into a contract with Parsons for engineering services associated with the preparation of final detailed engineering designs, plans, specifications, and estimates for Project construction ("PS&E Contract"); and

WHEREAS, pursuant to CEQA Guidelines section 15352 and because the proposed PS&E Contract with Parsons would be the City's first and earliest commitment to issue a discretionary contract in furtherance of the Project since its incorporation, the City is considering certification of the EIR now to ensure CEQA compliance before committing to approving and carrying out the Project by entering into the discretionary PS&E Contract with Parsons; and

WHEREAS, the City of Menifee is a responsible agency for the Project because it has other future discretionary approval authority over one or more actions involved in the development of the Project within the City of Menifee's jurisdiction; and

WHEREAS, the City, as the current Lead Agency under CEQA, has had the Final EIR prepared for the Project, which includes the Draft EIR with all its Appendices; the comments received from interested public agencies, organizations and members of the public; written responses to the environmental concerns raised in those comments, minor changes, clarifications and corrections to the Draft EIR, and other information received during the review period; and

WHEREAS, pursuant to Public Resources Code § 21092.5, the City has provided copies of the proposed written responses to all public and agency comments received during the Draft EIR's 45-day review period at least ten (10) days prior to the City's consideration of the Final EIR; and

WHEREAS, section 21000 et seq. of the Public Resources Code and section 15000 et seq. of the CEQA Guidelines, which govern the preparation, content, and processing of environmental impact reports, have been fully implemented in the preparation of the Final EIR and all provisions of CEQA and the CEQA Guidelines have been satisfied, and the Final EIR (SCH No. 2007051156), prepared in connection with the Bundy Canyon Road/Scott Road Project, is sufficiently detailed so that all potentially significant effects of the Project on the environment and all feasible measures to avoid or substantially lessen such effects have been evaluated in accordance with CEQA; and

WHEREAS, the matter was discussed fully through testimony, oral and written, and documentation presented by the public and affected government agencies; and

NOW THEREFORE, the City Council of the City of Wildomar does hereby resolve, determine and order as follows:

SECTION 1 RECITALS

That the above recitals are true and correct, and material to this Resolution.

SECTION 2 CEQA FINDINGS.

The City Council, in light of the whole record before it, including but not limited to, the Final Environmental Impact Report (Exhibit 1 to this Resolution) and all documents incorporated by reference therein including any comments received and responses provided, the Findings of Fact and Statement of Overriding Considerations (Exhibit 2 to this Resolution), the Mitigation Monitoring and Reporting Program (Exhibit 3 to this Resolution), and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby finds and determines that:

1. Preparation of EIR: The Environmental Impact Report for the Bundy Canyon Road/Scott Road Project was prepared, processed and completed in accordance and compliance with the California Environmental Quality Act (Public Resources Code § 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations § 15000 et seq.), and the local CEQA Guidelines.

2. Notice: RCTD complied with CEQA Guidelines § 15085 and §15087 by providing a Notice of Completion of the Draft EIR to OPR and a Notice of Availability to responsible and trustee agencies and other persons and agencies as required.

3. Review Period: RCTD complied with CEQA Guidelines §§ 15087 and 15105 by making the Draft EIR available to the public for review for the required 45-day

period of time.

4. Response to Comments: The Final EIR includes responses to all written comments received during the public review period and included both comments and responses as part of the Final EIR included as Exhibit 1 to this Resolution. In response to these comments, the Final EIR made minor revisions to the Draft EIR. These revisions are identified in the Final EIR and do not constitute significant new information or require recirculation of the EIR for additional review and comment.

5. Avoidance / Reduction Significant Effects: The EIR identifies potentially significant effects on the environment that could result if the Project were adopted without changes or alterations in the project and imposition of mitigation measures. Based thereon, the City Council further finds that:

a) Changes, alterations, and mitigation measures have been incorporated into, or imposed as conditions of approval on, the Project.

b) These changes, alterations, and mitigation measures will avoid many of the significant environment effects identified in the EIR or lessen their impact below the threshold of significance.

c) These changes, alterations, and mitigation measures are fully enforceable because they have either resulted in an actual change to the project as proposed or they have been imposed as conditions of approval on the project.

d) The City has prepared a Mitigation Monitoring and Reporting Program included as Exhibit 3 to this Resolution to track compliance with these changes, alterations, and mitigation measures identified in the Bundy Canyon Road/Scott Road Project EIR.

6. Environmental Findings and Statement of Overriding Considerations: Approval of the Project will result in significant unavoidable effects on the environment as all impacts cannot be feasibly mitigated through changes, alterations and mitigation measures to a less than significant level. However, the City has substantially lessened all significant effects on the environment where feasible, and has determined that the remaining significant effects are found to be unavoidable under CEQA Guidelines section 15091 and acceptable due to overriding considerations under CEQA Guidelines section 15093, and that findings to this effect are attached as Exhibit 2 to this Resolution.

7. Independent Judgment: The City Council has independently reviewed, analyzed and considered the Final EIR and all written documentation and public comments related thereto and finds that the EIR reflects the City's independent judgment and analysis.

SECTION 3. CITY COUNCIL ACTION.

Based on the foregoing findings, and on substantial evidence in the whole of the record, the City Council takes the following actions:

1. Certify EIR and Adopt Statement of Overriding Considerations: The City Council certifies the Final Environmental Impact Report (SCH# 2013051001) for the Bundy Canyon Road/Scott Road Project and, based on its balancing of the economic, legal, social, technological, and other benefits of the Project against the unavoidable environmental risks that may result, finds that the specific economic, legal, social, technological, and other benefits outweigh the significant and unavoidable adverse environmental effects and thus also adopts the Findings of Fact and Statement of Overriding Considerations (Attached hereto as Exhibit 2 to this Resolution).

2. Approve and Adopt the Mitigation Monitoring and Reporting Program: The City Council approves and adopts the Mitigation Monitoring and Reporting Program (Attached hereto as Exhibit 3 to this Resolution) for the Bundy Canyon Road/Scott Road Project and requires the Project to comply with the mitigation measures contained therein.

3. Notice of Determination: The City Council, in compliance with Public Resources Code § 21152 and CEQA Guidelines § 15094, hereby directs the Planning Director to prepare a Notice of Determination concerning certification of the Bundy Canyon Road/Scott Road Project EIR, and within five (5) days of project approval by the City Council, file the Notice with the Riverside County Clerk for posting.

4. Location: The City Council directs the Planning Director to maintain the Final Environmental Impact Report (SCH# 2007051156) and all documents incorporated therein and forming the record of decision regarding the EIR certification and Project approval with the City of Wildomar Planning Department at the Wildomar City Hall, 23873 Clinton Keith Road, Suite #201, Wildomar, California, 92595 and to make all such documents available for public review upon request during the hours of 8 am to 5 pm, Monday – Thursday.

PASSED, APPROVED AND ADOPTED this 10th day of September 2014.

_____

Marsha Swanson
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

Findings of Fact

and

Statement of Overriding Considerations

Bundy Canyon Road/Scott Road Improvement Project

(SCH#2007051156)

Findings by

City of Wildomar (City)

September 2014

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1 INTRODUCTION

Public Resources Code Section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would *substantially lessen* the significant environmental effects of such projects[.]" (Emphasis added.) The same statue states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will *avoid* or *substantially lessen* such significant effects." (Emphasis added.) Section 21002 goes on to state that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof."

Section 21081 of the California Public Resources Code and Section 15091 of the California Environmental Quality Act (CEQA) Guidelines (hereinafter *CEQA Guidelines*) require a public agency, prior to approving a project, to identify significant impacts of the project and make one or more of three written findings for each of the significant impacts. The first possible finding is that "[c]hanges or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR" (*CEQA Guidelines*, Section 15091(a)(1)). The second possible finding is that "[s]uch changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency" (*CEQA Guidelines*, Section 15091(a)(2)). The third possible finding is that "[s]pecific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR" (*CEQA Guidelines*, Section 15091(a)(3)).

Public Resources Code Section 21061.1 defines "feasible" to mean "capable of being accomplished in a successive manner within a reasonable period of time, taking into account economic, environmental, social and technological factors." *CEQA Guidelines*, Section 15364 adds another factor: "legal" considerations. (See also Citizens of Goleta Valley v. Board of Supervisors ("Goleta II") (1990) 52 Cal.3d 553, 565.)

The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. (City of Del Mar v. City of San Diego (1982) 133 Cal.App.3d 410, 417.) "'[F]easibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." (Id.; see also Sequoyah Hills Homeowners Assn. v. City of Oakland (1993) 23 Cal.App.4th 704, 715.)

The *CEQA Guidelines* do not define the difference between "avoiding" a significant environmental effect and merely "substantially lessening" such an effect. The City of Wildomar (City) must therefore glean the meaning of these terms from the other contexts in which the terms are used. Public Resources Code Section 21081, on which *CEQA Guidelines* Section 15091 is based, uses the terms "mitigate or avoid rather than "substantially lessen." The *CEQA Guidelines* therefore equate

"mitigating" with "substantially lessening." Such an understanding of the statutory term is consistent with the policies underlying CEQA, which include the policy that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects." (Public Resources Code Section 21002.)

For purposes of these findings, the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less-than-significant level. In contrast, the term "substantially lessen" refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less-than-significant level. These interpretations appear to be mandated by the holding in Laurel Hills Homeowners Association v. City Council (1978) 83 Cal.App.3d 515, 519-521 (Laurel Hills), in which the Court of Appeal held that an agency had satisfied its obligation to substantially lessen or avoid significant effects by adopting numerous mitigation measures, not all of which rendered the significant impacts in question less than significant.

Although *CEQA Guidelines* Section 15091 requires only that approving agencies specify that a particular significant effect is "avoid[ed] *or* substantially lessen[ed]," these findings, for purposes of clarity, in each case will specify whether the effect in question has been reduced to a less than significant level, or has simply been substantially lessened but remains significant.

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Project modifications or alternatives are not required, however, where such changes are infeasible or where the responsibility for modifying the project lies with some other agency. (*CEQA Guidelines*, Section 15091 subdivision (a), (b).)

Mitigation measures are referenced in the *Mitigation Monitoring and Reporting Program* adopted concurrently with these findings, and will be effectuated through the process of constructing and implementing the project.

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (*CEQA Guidelines*, Sections 15093, 15043, subdivision (b); see also Public Resources Code, Section 21081 subdivision (b).) The California Supreme Court has stated that, "[t]he wisdom of approving … any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (Goleta II, 52 Cal.3d 553, 576.)

Except as otherwise noted, the findings reported in the following pages incorporate the facts and discussions of environmental impacts that are found in the *Final Environmental Impact Report* (Final EIR) for the Bundy Canyon Road/Scott Road Improvement Project as fully set forth therein.

These findings constitute the decision-makers' best efforts to set forth the rationales and support for their decision under the requirements of CEQA.

This *Findings of Fact and Statement of Overriding Considerations* document is divided into five major sections. Section 1 (Introduction) provides background information as to the purpose of the document. Section 2 (Project Description) provides a brief discussion of the proposed Road Widening Project. Section 3 (Findings Regarding Environmental Effects) presents the significant effects associated with the proposed project. Section 4 (Alternatives to the Proposed Project) provides a brief discussion of alternatives to the proposed project that were evaluated in less detail in the EIR. Finally, Section 5 (Statement of Overriding Considerations) is provided for those adverse effects that cannot be feasibly mitigated or avoided, even with the adopted mitigation measures.

For each of the significant project or cumulative impacts associated with the project, the following information is provided:

- Significance Criteria – Standards to which the proposed project is subject for determining whether a significant impact would occur.
- Description of the Significant Effect – A specific description of each significant environmental impact identified in the Final EIR.
- Proposed Mitigation – Mitigation measures or actions that are proposed for implementation as part of the project.
- Finding – The findings made are those allowed by Section 21081 of the California Public Resources Code. The findings are made in two parts. In the first part, a judgment is made regarding the significance of the impact or effect. In the second part, which pertains only to impacts found to be significant, one of three specific findings is made, in accordance with the statement of acceptable findings provided in Section 15091 of the *CEQA Guidelines*.
- Rationale – A summary of the reasons for the decision.
- Reference – A notation on the specific section in the Draft or Final EIR that includes the evidence and discussion of the identified impact.

Pursuant to Section 21081.6 of the California Public Resource Code and Section 15097 of the *CEQA Guidelines*, a *Mitigation Monitoring and Reporting Program* must be adopted in order to ensure the efficacy of proposed mitigation measures. The *Mitigation Monitoring and Reporting Program* for the Bundy Canyon Road/Scott Road Improvement Project is in Appendix I of the Final EIR and is presented for adoption together with these Findings of Fact and Statement of Overriding Considerations.

The Record of Proceedings for City's decision on the proposed project consists of the following documents, at a minimum:

- The Notice of Preparation (NOP; May 31, 2007) and all other public notices issued by the Riverside County Transportation Department (RCTD) and/or the City in conjunction with the project;
- The Draft Environmental Impact Report (Draft EIR) for the Bundy Canyon Road/Scott Road Improvement Project (January 2013) and all its supporting technical studies, which was advertised via a Notice of Availability dated January 15, 2013;
- All comments submitted by agencies or members of the public during the 45-day comment period (January 15, 2013 – February 28, 2013) on the Draft EIR.
- All comments and correspondence submitted to RCTD and/or the Citywith respect to the project, in addition to timely comments on the DEIR;
- The Final Environmental Impact Report (Final EIR) for the Bundy Canyon Road/Scott Road Improvement Project (September 2014), including comments received on the Draft EIR, responses to those comments and technical appendices;
- The Mitigation Monitoring and Reporting Program (MMRP) for the project;
- All findings and resolutions adopted by the City in connection with the Bundy Canyon Road/Scott Road Improvement Project, and all documents cited or referred to therein;
- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the project prepared by RCTD and/or the City, consultants to RCTD and/or the City, or responsible or trustee agencies with respect to ’s compliance with the requirements of CEQA and with respect to the City’s action on the Bundy Canyon Road/Scott Road Improvement Project;
- All documents submitted to RCTD and/or the City by other public agencies or members of the public in connection with the Bundy Canyon Road/Scott Road Improvement Project, up through completion of the Final EIR;
- Minutes, verbatim transcripts, and/or information gathered from all information sessions, public meetings, and/or public hearings held by RCTD and/or the City in connection with the Bundy Canyon Road/Scott Road Improvement Project;
- Any documentary or other evidence submitted to RCTD and/or the City at such information sessions, public meetings, and public hearings;
- Matters of common knowledge to the City, including, but not limited to federal, state, and local laws and regulations;
- Any documents expressly cite in these findings, in addition to those cited above; and
- Any other materials required for the record of proceedings by Public Resources Code Section 21167.6, subdivision (e).

The City of Wildomar, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595; is the custodian of record for the proposed project and EIR.

2 PROJECT DESCRIPTION

2-1 Project Objectives

The objectives of the project are as follows:

- Improve safety and access through Bundy Canyon Road/Scott Road and along the project alignment by reconstructing the roadway to current geometric standards and eliminating substandard sight distances and grades.
- Improve the traffic handling capacity of the existing roadway, which is currently heavily congested and has less than desirable roadway geometry.
- Provide a transportation facility that will allow for planned build-out of the area as designated by the adopted 2003 Riverside County General Plan [1]and its component Area and Specific Plans.

2-2 Project Location

The project site is located in the southwestern portion of Riverside County in the cities of Wildomar and Menifee. The project alignment consists of a segment of roadway named Bundy Canyon Road at the western end of the project that changes its name to Scott Road at the intersection of Murrieta Road and continues as Scott Road to the eastern end of the project. Bundy Canyon Road and Scott Road are east-west rural roadways that connect I-15 to I-215. The proposed project does not include improvements to the freeway interchanges.

2-3 Project Description

The Bundy Canyon Road/Scott Road Improvement Project is a circulation improvement project to allow for planned future growth in the area, as designated in the 2003 Riverside County General Plan, by providing additional travel lanes and improving safety through modification of the roadway's horizontal alignment and vertical profile. This project would provide for near-term expected growth in traffic volumes.

Proposed improvement activities include grading, paving of existing and new roadbed, adjusting the vertical alignment based on design speed criteria, adjusting the intersection geometry at cross streets to conform to new improvements, relocating utilities, acquiring right of way (ROW) to accommodate the widening of the road, and the extension and/or replacement of existing cross culverts under the current roadway. The four-lane roadway would include four 12-ft travel lanes, a 14-ft-wide center median for turning movements, two 8-ft outside shoulders, and areas beyond the outside shoulders to accommodate the intended ROW acquisition. The proposed project would generally require the acquisition of ROW along both sides of the existing roadway, and

[1] The project was designed to be consistent with the 2003 Riverside County General Plan at the time the Project Description was prepared. The project is consistent with the adopted City of Wildomar General Plan

would require temporary construction and permanent slope easements where grading would be necessary.

The current roadway is largely unsignalized except at Haun Road/Zeiders Road and The Farm Road. The Scott Road/Murrieta Road intersection has a stop sign. Several cross streets currently have stop signs. These include: Sellers Road, Monte Vista Road, Oak Canyon Drive, Oak Circle Drive, and Harvest Way. The proposed project would replace these stop signs and provide signalization at the following intersections from west to east: Sellers Road, Monte Vista Road, Oak Circle Drive, Harvest Way, and Murrieta Road. Depending upon which option is chosen, Oak Canyon Drive may be stop controlled or signalized. Stop signs currently on the cross streets at the intersection of Walnut Creek Road and at Canyon Ranch Road would remain. Depending upon which option is chosen, Walnut Creek Road and Canyon Ranch Road may allow for right or left turns onto Bundy Canyon Road. From westbound Bundy Canyon Road, there are also turn options, depending upon which traffic control option is chosen. Also included in the proposed project improvements are various safety measures, including a median barrier at the driveway onto Bundy Canyon Road from the Bundy Canyon Christian School just west of Oak Circle Drive.

2-3.1 Preferred Alternative

Proposed Alignment

The project alignment generally follows the current roadway along Bundy Canyon Road and Scott Road. Portions of the project alignment would be realigned to achieve improved geometry, and both the horizontal alignment and vertical profiles require modification to meet the current design and safety standards. Realignment of the existing roadway is proposed in two areas: (1) for approximately 1-mile, between Oak Canyon Drive and approximately 1,650 ft east of Oak Circle Drive; and (2) for approximately 1-mile, from approximately 1,500 ft west of The Farm Road to Sunset Road.

Proposed Widening

Dependent upon the pace of expected development within the project corridor, different build scenarios for the proposed widening of Bundy Canyon/Scott Road could occur under the proposed project. As stated earlier, the proposed project intends to support the ultimate planned development of the project corridor into a 6-lane roadway, to be constructed as needed to accommodate expected development. Thus, the proposed project involves securing ROW and widening the roadway to different lane widths throughout the project corridor, based on planned development within the corridor.

It is the intention to acquire private property and provide grading for a minimum 110 foot width to accommodate four lanes, drainage facilities, and power pole relocations. The existing ROW that extends beyond the minimum 110 foot width will be maintained.

It is expected that private development projects along the alignment would construct the “ultimate” six-lane cross section as part of their individual projects. For example, at a future time the Bundy Canyon Commercial project, located at the southeast corner of Bundy Canyon Road and Sellers Road, is expected to widen the portion of the project alignment from Cherry Drive to

Monte Vista Road to the ultimate planned six-lane cross section. Another example is the Future Development Project, which is a planned residential community located along both sides of the project alignment between The Farm Road and Sunset Avenue that is expected to widen this portion of the project alignment to six lanes by approximately year 2014.

Build Scenarios

At the west end of the project, it is expected that private development projects would, in the near-term future, construct the "ultimate" six-lane cross section from Cherry Street to Monte Vista Drive and would provide a raised median along Bundy Canyon Road, east of Monte Vista Drive through the Canyon Ranch Road intersection. Construction of the "ultimate" six-lane cross section in the area between Oak Canyon Drive and The Farm Road (approximately 1.5 miles in length) would allow for grading and property acquisition to occur once, which could reduce disruption of an environmentally sensitive area and decrease inconvenience to area residents. It is expected that the developer of the Future Development Project would construct the "ultimate" six-lane cross section in the segment between The Farm Road and Sunset Avenue, for which the needed ROW is located entirely within property owned by the developer. If the Future Development Project is delayed or cancelled, this portion could be constructed to the interim four-lane width as part of the proposed project. The remaining project length (i.e., approximately 4.5 miles) of this project would provide ROW necessary for the "interim" four-lane cross section. The project is considered an "interim" improvement that is intended to suffice until the "ultimate" six-lane roadway is required, based on traffic demand.

2-4 Project Background

Development has been occurring, in accordance with adopted local land use plans, in the western portion of Riverside County over the last decade. The 2003 Riverside County General Plan and its component plans reflect directed residential growth in the Wildomar and Temecula portion of the county. The component plans, the Elsinore Area Plan and Sun City/Menifee Area Plan, designate the areas between I-15 and I-215 as desirable for future residential growth, and designate the vicinity of the two freeway interchanges as locations for planned community centers with a mix of commercial land uses, including regional commercial uses. The component plans have recognized the effects of this planned growth and are accommodating the growth by improving the local and regional circulation systems. Preliminary engineering and environmental documentation for the project began with the County; however, the Cities of Wildomar and Menifee incorporated in July 2008 and October 2008. The western portion of the project, from Cherry Street to Sunset Avenue is within the City of Wildomar. The eastern portion of the project, from Sunset Avenue to Haun Road/Zeiders Road is within the City of Menifee. Both cities adopted County General Plan and Ordinances, which may be revised or replaced.

The City of Wildomar General Plan designates Bundy Canyon/Scott Road as an "urban arterial" highway that would ultimately provide six lanes of traffic (i.e., three in each direction) within a 152-foot (ft) right-of-way (ROW). However, for this project a modified "ultimate" cross section (134-ft ROW) based upon the County's previous design standards has been utilized. Hence, the "ultimate" typical section for this corridor will include a 134-ft ROW, 110-ft curb to curb, 14-ft

median width, two 14-ft inside lanes, four 12-ft travel lanes, two 10-ft outside shoulders, 6 ft sidewalks, and 6-ft parkways.

3 FINDINGS/SIGNIFICANT EFFECTS AND MITIGATION MEASURES

The Final EIR identifies several effects (or "impacts"), produced by the Bundy Canyon Road/Scott Road Improvement Project, that are considered either significant or potentially significant prior to the application of mitigation measures. With two exceptions (i.e., air quality and aesthetics), these significant or potentially significant impacts can be reduced to less-than-significant or insignificant levels through the implementation of feasible mitigation measures. Some significant or potentially significant impacts cannot be avoided through implementation of feasible mitigation measures, however, because either no mitigation measure exists to fully mitigate the impact, or it cannot be known at this time if the impact will be significant when encountered. In addition, there are a few impacts that are not considered significant or potentially significant, but yet mitigation measures are proposed to lessen the effect, because it is prudent to do so.

These various impact considerations (not including impacts that are not significant and for which no mitigation measures have been proposed and no findings are required) are discussed in this *Findings* document. For those few impacts which may remain, even after mitigation measures have been imposed, these impacts are outweighed by overriding considerations as set forth in Section 5. Section 3 sets forth in detail the findings with respect to the significant and potentially significant environmental impacts and the mitigation measures which are proposed. Impacts are also associated with the time period in which they would be expected; construction-period (short-term impacts) versus operational (long-term impacts).

3-1 Aesthetics

3-1.1 Significance Criteria

Would the project:

a) Have a substantial adverse effect on a scenic vista?

b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings and historic buildings within a state scenic highway?

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

3-1.2 Description of Effects

During construction, the visual character and quality of the project corridor will be temporarily affected by removal of vegetation, heavy equipment use and storage, excavation and the presence of other visible general construction activity. The loss of mature oak trees along the alignment would occur as a result of the project. This impact has the potential to be significant.

After construction, the proposed sound attenuation walls would introduce new visual elements. Although significant impacts are not expected from the proposed sound attenuation walls, a mitigation measure will be implemented as necessary, in an effort to further reduce the effects.

3-1.3 Proposed Mitigation

AE-C1 Provide replacement landscaping or vegetation consistent with the project design.

AE-1 Soundwall designs and treatment that balance noise attenuation with aesthetics will be developed.

3-1.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which substantially lessen the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

() **Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.**

3-1.5 Rationale for Finding

The proposed project alignment has been designed to minimize the impact on number of oak trees needing to be removed. However, mature trees serve as visual shields of the roadway on some adjacent residential properties. The loss of these trees may result in adverse aesthetic impacts to some residents. This is still considered a significant and unavoidable impact.

3-1.6 Reference

For a full discussion of aesthetics, see Section 2.1 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

3-2 Air Quality

3-2.1 Significance Criteria

Would the project:

a) *Conflict with or obstruct implementation of the applicable air quality plan?*

b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

c) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?*

d) *Expose sensitive receptors to substantial pollutant concentrations?*

e) *Create objectionable odors affecting a substantial number of people?*

3-2.2 Description of Effects

Construction impacts to air quality may result from the generation of airborne dust from grading, demolition, and hauling dirt; gaseous emissions from heavy equipment, delivery and dirt hauling trucks, and employee vehicles; and paints and coatings. These impacts may affect both regional and local pollutant levels. Based upon emissions calculations conducted for the project, using accepted prediction models, predicted levels of particulate matter (PM_{10} and $PM_{2.5}$) and nitrogen oxides (NO_X) would exceed the SCAQMD construction emissions significance thresholds for peak day of the construction period. This is considered a significant impact.

3-2.3 Proposed Mitigation

AQ-C1 In addition to SCAQMD Rule 403 requirements, all land clearing/earth-moving activity areas shall be watered as necessary to remain visibly moist during active operations.

AQ-C2 Water, three times daily or non-toxic soil stabilizers shall be applied, as needed, to reduce off site transport of fugitive dust from all unpaved staging areas and unpaved road surfaces.

AQ-C3 Streets shall be swept as needed during construction, but not more frequently than hourly, if visible soil material has been carried onto adjacent public paved roads.

AQ-C4 Construction equipment shall be visually inspected prior to leaving the site and loose dirt shall be washed off with wheel washers as necessary.

AQ-C5 Traffic speeds on all unpaved roads shall not exceed 15 mph.

AQ-C6 All construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications.

AQ-C7 Construction equipment shall be operated such that exhaust emissions are minimized. For example, engines shall be turned off while in queues or while loading/unloading. Additionally, heavy, diesel-powered equipment shall be turned off when not in use. Construction activities shall be discontinued during second-stage smog alerts.

AQ-C8 To the extent practicable, petroleum powered construction equipment shall utilize electricity from power poles rather than temporary diesel power generators and/or gasoline power generators.

AQ-C9 Compliance with SCAQMD Rule 1113 on the use of architectural coatings shall be implemented. Emissions associated with architectural coatings would be reduced by implementing such measures as use of pre-coated/natural colored building materials, water-based or low-VOC coatings and paints, and manual brush or spray equipment with high transfer efficiency.

3-2.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which substantially lessen the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

() Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.

3-2.5 Rationale for Finding

Implementation of the proposed mitigation measures above would reduce construction impacts on air quality to a less than significant level, namely below SCAQMD established significance thresholds, for both NO_X and $PM_{2.5}$. However, the calculation of peak day emissions of PM_{10} still shows a calculated exceedance after mitigation. This is still considered a significant and unavoidable impact. The impact, however, would be temporary and would cease at completion of the sub-base/drainage/utilities phase of construction.

3-2.6 Reference

For a full discussion of air quality, see Section 2.3 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

3-3 Biology

3-3.1 Significance Criteria

Would the project:

a) *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?*

b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?*

c) *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

f) *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

3-2.2 Description of Effects

The proposed project would result in potentially significant impacts to coastal California gnatcatcher and may result in potentially significant impacts to Stephens' kangaroo rat and Quino checkerspot butterfly. The proposed project would result in temporary impacts to: Riversidean sage scrub, Southern willow scrub, southern coast live oak riparian forest, freshwater marsh and to riparian areas and other sensitive habitat types. A portion of the project alignment crosses the Riverside County Multiple Species Habitat Conservation Plan's (MSHCP) Proposed Linkage 8 for wildlife habitat and movement. The proposed project is expected to have typical temporary construction impacts to vegetation and water in the project area. The proposed project also has the potential to affect urban/wildlands interface and wildlife movement in the area. These are considered potentially significant impacts.

The proposed project has the potential to affect land within the jurisdictional areas of USACE, California Department of Fish and Wildlife (CDFW) (formerly known as Fish and Game), the RWQCB, and the U.S. Fish and Wildlife Service (USFWS); to affect protected species as a result of

night lighting installed; and to affect wildlife species as a result of chemical applications for maintenance activities after the project is built. These are considered potentially significant impacts.

3-3.3 Proposed Mitigation

BIO-C1 Pre-construction surveys will be undertaken for the following species:

- Coastal California gnatcatcher - Potential gnatcatcher habitat (between Station Numbers 55.5 and 67 and 81.5 and 127 in the City of Wildomar) will not be cleared between March 1st and June 30th unless a qualified biological monitor deems that no nesting gnatcatchers are present.

- Burrowing owl - Preconstruction presence/absence surveys for burrowing owl within the survey area where suitable habitat is present will be conducted before any grading or demolition activities onsite within 30 days before disturbance. Take of active nests will be avoided. Passive relocation (i.e., use of one-way doors and collapse of burrows) will occur when owls are present outside the nesting season.

- Migratory birds - To ensure that the proposed project will not adversely affect nesting migratory birds, if vegetation is to be removed during the nesting season (March 1 through August 15th) a qualified biologist will conduct a nesting bird survey no more than twenty-one days before vegetation removal. If active nests are identified, then the nesting vegetation will be avoided until the nesting event has completed and the juveniles can survive independently from the nest. The biologist will flag the nesting vegetation and will establish an adequate buffer around the nesting vegetation. Clearing/grading shall not occur within the buffer until the nesting event has completed.

BIO-C2 Plant communities including Riversidean sage scrub, southern coast live oak riparian forest, southern willow scrub, and freshwater marsh that are temporarily disturbed during construction activities will be revegetated with native species similar in composition to the existing habitat. Non-native plant species listed in Table 6-2 of the MSHCP shall not be included in the revegetation program.

In addition, cut and fill slopes that occur within or adjacent to native habitat within Proposed Linkage 8 (Sedco Hills/Wildomar) of the MSHCP and contained approximately within Station Numbers 56+50 through 126+00 in the City of Wildomar will be revegetated with native species similar in composition to the existing habitat. Non-native plant species listed in Table 6-2 of the MSHCP shall not be included in the revegetation program.

Construction activities will be limited to the project footprint and designated staging area and routes of travel. The construction footprint and sensitive environmental

areas will be delineated with orange exclusion fencing and will be shown on the construction plans.

Prior to construction, a Stormwater Pollution Prevention Plan (SWPPP) will be prepared for the disturbance areas to avoid discharge of untreated surface runoff from developed and paved areas into MSHCP Conservation Areas.

Construction activities that utilize chemicals that are potentially toxic or may adversely affect wildlife species, habitat, or water quality shall not result in discharge to the MSHCP Conservation Area.

BIO-C3 The following wildlife crossings will be constructed as feasible and appropriate at the following roadway station locations:

- Station Number 88+30 in the City of Wildomar – 48-inch culvert
- Station Number 93+80 in the City of Wildomar – 60-inch culvert
- Station Number 115+20 in the City of Wildomar – 36-inch culvert

Such crossings may include wildlife diversions such as: native landscaping, rocks/boulders, fencing, walls, and/or other appropriate mechanisms.

BIO-1 Necessary permits from USACE, CDFG, and RWQCB will be obtained before causing any impacts within jurisdictional areas. Potential impacts to listed species will be mitigated through conservation of core populations in MSHCP conservation areas.

BIO-2 Roadway night lighting shall be focused and directed away from the MSHCP Conservation Area to protect species from direct night lighting and shall not result in increased ambient lighting conditions.

BIO-3 Maintenance activities that utilize chemicals that are potentially toxic or may adversely affect wildlife species, habitat, or water quality shall not result in discharge to the MSHCP Conservation Area.

3-3.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which avoid the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

( ) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.

3-3.5 Rationale for Finding

By following mitigation measures and conservation resulting from the MSHCP, impacts to all animal species would be less than significant. With mitigation, impacts to wetlands and riparian habitat will be less than significant. Potential impacts to nesting birds and burrowing owl will be avoided with preconstruction surveys, and the inclusion of design features will avoid impacts to Proposed Linkage 8. After the application of the above mitigation measures, the effects would not be considered significant.

3-3.6 Reference

For a full discussion of biological resources, see Section 2.4 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

3-4 Cultural Resources

3-4.1 Significance Criteria

Would the project:

a) *Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?*

b) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

d) *Disturb any human remains, including those interred outside of formal cemeteries?*

3-4.2 Description of Effects

The proposed project has the potential to affect two archaeological sites; however, no significant built environment resources have been identified in the project Area of Potential Effects (APE). If buried cultural resources are encountered during construction, a potential impact may occur, and it may or may not be significant, depending upon the nature of the resource encountered. The proposed project has the potential to result in significant impacts to paleontological resources where deeper excavations occur. These are considered potentially significant impacts.

3-4.3 Proposed Mitigation

CUL-C1 Before starting construction, a qualified archaeologist will be retained as project archaeologist to oversee archaeological monitoring during construction activities near CA RIV-8163H.

CUL-C2 If an unexpected archaeological discovery occurs during ground disturbances, immediately halt work in the area(s). The project archaeologist is to be contacted immediately to evaluate the nature and significance of the find and implement appropriate mitigation measures. Archaeological materials are to be left undisturbed and in place in accordance with state law.

CUL-C3 If human remains are discovered, they are to be left undisturbed and in place. The Riverside County Coroner's office must be notified immediately (California Health and Safety Code § 7050.5) and all activities in the immediate area of the find must cease until appropriate and lawful measures have been implemented. If the Coroner determines that the remains are Native American, then the Native American Heritage Commission (NAHC) must be contacted (PRC § 5097.98). The NAHC will designate a Most Likely Descendent (MLD) who will make recommendations concerning the disposition of the remains in consultation with the property owner, lead agency, and project archaeologist.

CUL-C4 Before starting construction, a tribal Monitoring Agreement will be in place for monitoring of Native American artifacts during construction activities involving excavation in areas considered to have a higher sensitivity for buried archaeological resources.

CUL-C5 Before starting construction, a qualified paleontologist will be retained as project paleontologist to oversee paleontological monitoring during construction activities in areas identified as likely to contain paleontologic resources.

CUL-C6 A report of findings with an appended itemized inventory of specimens will be prepared. The report and inventory, when submitted to the City, along with confirmation of the curation of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontologic resources.

3-4.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which avoid the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

( ) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.

3-4.5 Rationale for Finding

The measures listed above will ensure that impacts to archaeological and paleontological resources that may be encountered during construction would be reduced to a level of insignificance.

3-4.6 Reference

For a full discussion of cultural resources, see Section 2.5 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

3-5 Geology and Soils

3-5.1 Significance Criteria

Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

- *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*
- *Strong seismic ground shaking?*
- *Seismic-related ground failure, including liquefaction?*
- *Landslides?*

b) Result in substantial soil erosion or the loss of topsoil?

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

3-5.2 Description of Effects

The project corridor is in a seismically active region of southern California near the active Elsinore Fault, which is a major earthquake source. Liquefaction, settlement and lateral spreading (or expansion), and slope stability are identified as secondary seismic hazards in the seismically active project area; however, significant impacts resulting from liquefaction, settlement, and expansion are not expected to result from project construction because the proposed project involves widening and realignment of an existing roadway and does not include construction of any structures or substantial excavation and trenching. Implementation of construction Best Management Practices (BMP)s overseen by a State-licensed professional, in compliance with City standards and the Preliminary Geotechnical Study, would reduce impacts to a less than significant level and is not expected to increase risk or result in hazards associated with slope instability. Although significant impacts are not expected from construction of the proposed project, the following measures will be implemented as necessary, in an effort to further reduce the effects.

3-5.3 Proposed Mitigation

GEO-C1 Avoid excessive blasting disturbance and scale cut slopes, to avoid disturbance below finished slope faces. Loose or broken rock materials disturbed by blasting to be carefully scaled or removed from the slope following excavation.

GEO-C2 Rock catchment area. Provide a 3- to 5-ft-wide level area between the toe of cut and curb or sidewalk to serve as a catchment area. Inclusion of a small rock fence as necessary.

GEO-C3 Control top-of-slope-drainage. Earth berms or concrete v-ditches to be installed along the tops of cut slopes to minimize erosion potential and potential for slope instability.

GEO-C4 All cut slopes and foundation subgrade would be observed by a registered geologist during construction.

GEO-C5 To minimize impacts from the loss of topsoil, topsoil removed during project construction would be stockpiled and replaced on the site at the same location to the maximum extent possible.

3-5.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which avoid the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

( ) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.

3-5.5 Rationale for Finding

Implementation of the proposed mitigation measures would reduce geological impacts during construction to a less than significant level.

3-5.6 Reference

For a full discussion of geology and soils, see Section 2.6 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

3-6 Hazardous Waste and Materials

3-6.1 Significance Criteria

Would the project:

a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*

f) *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*

g) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

h) Expose people or structures to a significant risk of loss, injury, or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?

3-6.2 Description of Effects

Construction activities may involve the use of hazardous materials, and trace concentrations of pesticide and herbicide may be encountered during construction activities. Hazardous materials may be also used in structural building components. These are considered potentially significant impacts.

Trucks hauling hazardous materials or wastes along the alignment could result in incident or spill; such activity would be expected to be no different than as currently accommodated. These are considered potentially significant impacts.

3-6.3 Proposed Mitigation

HAZ-C1 The use, storage, and transport of hazardous materials would be controlled through standard construction practices.

HAZ-C2 Before starting demolition activities, structural building components of structures to be demolished within the proposed project limits shall be tested for asbestos-containing materials (ACM), lead based paint (LBP), and mercury according to applicable standard hazardous material testing guidelines. Manage all remediated materials in accordance with all pertinent laws and regulations. A Remedial Actions Options Report may be completed to address the proper handling, cleanup, and disposal of the hazardous material.

HAZ-C3 If the proposed project involves any subsurface disturbance at the sites listed below, soil sampling and analysis should be conducted prior to the start of construction to determine proper handling and disposal methods.

- 26035 Scott Road, Menifee (APN 384-010-006 – scheduled to be a partial acquisition; Figure ID #70 on Table 2.13-1);
- The former landfill is (APN 366-320-079 in Wildomar) scheduled for partial acquisition; Figure ID #9 on Table 2.13-1 and APN 366-320-048 (Wildomar) – scheduled for partial acquisition; Figure ID #11 on Table 2.13-1); and
- 23263 Bundy Canyon Road, Wildomar (APN 367-250-007 – scheduled for partial acquisition; Figure ID #13 on Table 2.13-1).

HAZ-C4 If any buried trash is discovered during construction activities near the location of the closed landfill, the Riverside County Waste Management Department shall be consulted before excavation and removal of the trash.

HAZ-C5 If potentially contaminated soil or groundwater is discovered during construction, work shall stop in the affected area and sampling and analysis of the soil or groundwater shall be conducted to determine proper handling and disposal methods.

HAZ-C6 Waste removal will be handled according to Section 7-1.13, "Disposal of Material Outside of Highway Right of Way" of the Caltrans Standard Specifications (2002 edition). A professional waste hauler will be utilized to remove waste (from construction activities) from the site. The hauler will comply with all local, State, and federal requirements for waste diversion, including the provisions of AB 939. Some diversion methods would include composting and recycling.

3-6.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which avoid the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

( ) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.

3-6.5 Rationale for Finding

Implementation of the proposed mitigation measures would reduce hazardous waste and material impacts to a less than significant level.

3-6.6 Reference

For a full discussion of hazardous waste and materials, see Section 2.7 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

3-7 Hydrology and Water Quality

3-7.1 Significance Criteria

Would the project:

a) *Violate any water quality standards or waste discharge requirements?*

b) *Substantially deplete groundwater supplies or interfere with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*

c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on-or off-site?*

d) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on-or off-site?*

e) *Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

f) *Otherwise substantially degrade water quality?*

g) *Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

h) *Place within a 100-year flood hazard area structures that would impede or redirect flood flows?*

i) *Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?*

j) *Inundation by seiche, tsunami, or mudflow?*

3-7.2 Description of Effects

During construction, grading and vegetation removal may increase erosion and siltation. Sediments from typical construction activities may enter Lake Elsinore/San Jacinto River and Santa Margarita watersheds. Dewatering discharge could adversely affect surface water quality if effluent is rich in sediment or contaminated with chemicals. These are considered potentially significant impacts.

The project's proposed widening of the existing roadway has the potential to affect erosion and absorption rates and runoff volume. The proposed project also may result in increased motor-vehicle-related pollutants and have the potential to affect surface water quality. These are considered potentially significant impacts.

3-7.3 Proposed Mitigation

Grading and vegetation removal may increase erosion and siltation during construction. Sediments from typical construction activities may enter Lake Elsinore/San Jacinto River and Santa Margarita watersheds. Dewatering discharge could adversely affect surface water quality if effluent is rich in sediment or contaminated with chemicals. These impacts are considered potentially significant.

WQ-C1 The requirements of the General National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, Order No. 99-08-DWQ, NPDES No. CAS000002, and any subsequent General Permit in effect at the time of project construction will be adhered to.

WQ-C2 A SWPPP will be prepared before commencement of any soil-disturbing activities. The SWPPP will address all local, state, and federal stormwater control requirements and regulations and all construction-related activities, equipment, and materials that have the potential to impact water quality. The SWPPP will include BMPs to control pollutants, sediment from erosion, stormwater runoff, and other construction-related impacts; and the provisions of State Water Resources Control Board (SWRCB) Resolution No. 2001-046, which requires implementation of specific Sampling Analysis Procedures (SAP) to ensure that the implemented BMPs are effective in preventing exceedance of any water quality standards.

WQ-C3 A Notice of Intent (NOI) will be filed with the SWRCB at least 30 days before any soil-disturbing activities. Ensure that a Waste Discharge Identification (WDID) number is received from the SWRCB pending receipt of the NOI.

WQ-C4 Construction activities will give special attention to stormwater pollution control during the "Rainy Season" (October 1 through May 1). No work will be conducted whenever rain is predicted. Water Pollution Control BMPs will be used to minimize impacts to receiving waters. Measures will be incorporated to contain all vehicle loads and avoid any tracking of materials that may fall or blow onto Bundy Canyon Road/Scott Road.

WQ-C5 All projects requiring dewatering discharges to surface waters or storm drains must comply with the applicable Regional Water Quality Control Board regulations. For the proposed project, areas that require groundwater dewatering that are within the jurisdiction of the San Diego Regional Water Quality Control Board must comply with Order No. R9-2008-0002, NPDES No. CAG919002, and any subsequent Permit in effect at the time of project construction will be adhered to. Areas that require groundwater dewatering that are within the jurisdiction of the Santa Ana Regional Water Quality Control Boards must comply with Order No. R8-2009-0003, NPDES No.

CAG998001, and any subsequent Permit in effect at the time of project construction will be adhered to.

WQ-C6 The discharge of waste material shall be prohibited from entering any drainage areas, channels, streambeds, streams, lakes, wetlands, or rivers. Spoil sites will be prohibited within any streams or adjacent areas where spoil material could be washed into a water body.

WQ-C7 Water Quality Management Plans (WQMP) will be prepared before commencement of any soil-disturbing activities. These plans will be written in accordance with the requirements of the San Diego and Santa Ana Regional Water Quality Control Boards, respectively.

WQ-1 Design Pollution Prevention BMPs – Permanent soil stabilization BMPs will be incorporated into project design, such as preservation of existing vegetation, concentrated flow conveyance systems (e.g., drainage ditches, dikes, berms, swales) and slope/surface protection systems that use either vegetated or hard surfaces. Appropriate BMPs will be selected during final design.

WQ-2 Maintenance BMPs - Routine maintenance work, such as litter pickup, toxics control, street sweeping, drainage, and channel cleaning shall be performed.

WQ-3 Treatment BMPs – Shall be designed and constructed as part of the project. A total of 61 BMP locations have been sited along the alignment which will treat 100 percent of the pavement area. These include 59 biofiltration swales and 2 biofiltration strips.

3-7.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which avoid the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

( ) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.

3-7.5 Rationale for Finding

Implementation of the proposed mitigation measures, including WQMPs, and BMPs, would reduce potential impacts to surface waters and groundwater to a less than significant level.

3-7.6 Reference

For a full discussion of hydrology and water quality, see Section 2.8 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

3-8 Noise

3-8.1 Significance Criteria

Would the project:

a) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

b) *Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?*

c) *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*

d) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

3-8.2 Description of Effects

The proposed project will have typical construction noise impacts to sensitive receptors along the project alignment. Also, the proposed project will increase noise levels for sensitive receptors over time. These impacts are considered potentially significant.

3-8.3 Proposed Mitigation

N-C1 During all project site excavation and grading on site, all construction equipment, whether fixed or mobile, shall be outfitted with properly operating and maintained mufflers, consistent with manufacturers' standards. All stationary construction equipment shall be placed so that emitted noise is directed away from sensitive receptors nearest the project site.

N-C2 As practicable, locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest the project site during project construction.

N-C3 Construction-related activities that would result in high noise levels will be limited to the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday. No construction shall be allowed on Sundays and public holidays.

N-1 The roadway will be designed and constructed with rubberized asphalt.

N-2 Construct noise abatement walls as discussed on Table 2.11-7, and as shown in Figures 2.11-7, 2.11-8 and 2.11-9. Table 2.11-7 and Figures 2.11-7 and 2.11-8 show soundwalls proposed for the four-lane project, in year 2015.

3-8.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which avoid the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

( ) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.

3-8.5 Rationale for Finding

With the implementation of the above mitigation measures, noise impacts would be reduced to a less than significant level.

3-8.6 Reference

For a full discussion of noise, see Section 2.11 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

3-9 Population and Housing/Acquisitions

3-9.1 Significance Criteria

Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

d) Displace substantial numbers of existing businesses, necessitating the construction of replacement facilities elsewhere?

3-9.2 Description of Effects

The proposed project would not create demand for new housing and a sufficient number of local workers are expected to be available to support construction of the proposed project. However, four full home acquisitions, one acquisition of a vacant parcel, and 92 partial acquisitions are required for the proposed project. These are considered potentially significant impacts.

3-9.3 Proposed Mitigation

ACQ-1 Persons subject to displacement will receive relocation assistance in accordance with the Uniform Relocation Assistance & Real Property Act. Provisions of the Uniform Act will also be followed to provide compensation for partial acquisitions.

3-9.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which avoid the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

( ) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.

3-9.5 Rationale for Finding

With the implementation of the above mitigation measure, impacts from acquisitions would be reduced to less than significant.

3-9.6 Reference

For a full discussion of population and housing and acquisitions, see Sections 2.12 and 2.13 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

3-10 Recreation

3-10.1 Significance Criteria

Would the project:

e) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

f) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

g) Would the project affect existing recreational opportunities?

3-10.2 Description of Effects

No existing parks are near the project area. As a result, no absorption of dedicated parklands and no construction or expansion of recreational facilities is expected with the proposed project. During construction, access to existing trails would be restricted when construction activities are in the vicinity, and trail crossings would be reopened once construction has ended. These are considered potentially significant impacts.

3-10.3 Proposed Mitigation

R-C1 Public notices will be posted at temporarily closed trail crossings during construction activities, and plans will be prepared for the realignment of parallel trails to construct them in conjunction with site restoration activities.

3-10.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which avoid the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

( ) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.

3-10.5 Rationale for Finding

Once construction is complete, the trails will be open for normal use. By providing notices, as described in the above mitigation measure, impacts would be reduced to less than significant.

3-10.6 Reference

For a full discussion of recreation, see Section 2.14 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

3-11 Transportation and Traffic

3-11.1 Significance Criteria

Would the project:

h) Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?

i) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?

j) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

k) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

l) Result in inadequate emergency access?

m) Result in inadequate parking capacity?

n) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

3-11.2 Description of Effects

Construction would require the closure of some lanes of traffic and may affect traffic operation and emergency vehicles. Short-term inconveniences would be experienced by roadway users at different stages of construction and locations along the project alignment. These are considered potentially significant impacts.

3-11.3 Proposed Mitigation

T-C1 The City of Wildomar will prepare and implement a Traffic Management Plan (TMP) to minimize the inconveniences during construction. Included among the provisions, the City and contractor will coordinate with local police, fire, and emergency medical service providers regarding construction scheduling and any other practical measures to maintain adequate access to properties and response times.

3-11.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which avoid the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

( ) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.

3-11.5 Rationale for Finding

The proposed project would not result in significant impacts to emergency services; and further, the proposed mitigation would ensure adequate emergency service during the construction period. By implementing the above mitigation measure, traffic impacts would be reduced to less than significant.

3-11.6 Reference

For a full discussion of transportation and traffic, see Section 2.15 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

3-12 Utilities and Service Systems

3-12.1 Significance Criteria

Would the project:

o) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

p) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

q) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

r) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

s) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

t) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

u) Comply with federal, state, and local statutes and regulations related to solid waste?

3-12.2 Description of Effects

Proposed project construction would result in temporary impacts to utilities, involving the relocation of some utilities to accommodate post-project conditions. Also, construction activities would generate a large amount of solid waste. These are considered potentially significant impacts.

3-12.3 Proposed Mitigation

U-C1 The City of Wildomar will coordinate with utility providers before and during construction. Interruptions of service, if any, would be done in consultation with individual providers, and follow guidelines and schedules set in place by the City, including notification to affected residences and businesses.

U-C2 Waste removal will be handled according to Section 7 1.13, "Disposal of Material Outside of Highway Right of Way" of the Caltrans Standard Specifications (2002 edition). A professional waste hauler will be utilized to remove waste (from construction activities) from the site. The hauler will comply with all local, State, and federal requirements for waste diversion, including the provisions of AB 939.

3-12.4 Finding

(X) Changes or alterations have been required in, or incorporated into, the project which avoid the significant environmental effect as identified in the final EIR.

( ) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

( ) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible mitigation measures or project alternatives identified in the final EIR.

3-12.5 Rationale for Finding

With the implementation of the above mitigation measures, impacts on utilities and services would be reduced to less than significant.

3-12.6 Reference

For a full discussion of utilities and service systems, see Section 2.16 of the Bundy Canyon Road/Scott Road Improvement Project Final EIR.

4 ALTERNATIVES TO THE PROPOSED PROJECT

4-1 Alternative 1: No Build Alternative

The No Build Alternative would continue existing conditions into the future, relying on periodic development projects to dedicate and improve portions of the required roadway over time. The private development projects would make the local improvements required as conditions of development. While ultimately (if the entire area is developed) the necessary improvements would be constructed, the random nature of private development projects could lead to areas of conflict and congestion between improved and unimproved roadway segments. The No Build Alternative would not achieve the project objectives and would deliver roadway improvements only on a piece-meal basis. Current levels of service are unsatisfactory and would remain so with implementation of only the currently committed improvements (Bundy Canyon Commercial Center and the Future Development Project). Potentially unsafe driving conditions would not be improved and roadway capacity would not be uniformly increased in accordance with expected demand. This alternative would result in inferior transportation infrastructure in this growing portion of the Cities of Wildomar and Menifee. Existing levels of congestion would grow as development progressed, resulting in deteriorating levels of service over time. The No Build Alternative would not adequately support existing and planned levels of development in the project area. Thus, while the No Build Alternative would result in fewer environmental impacts than the Project, the City finds this alternative infeasible and less desirable than the Project and rejects this alternative based on the specific economic, social, technological and other considerations discussed herein.

4-1.1 Aesthetics

The No Build Alternative would have no adverse effects on aesthetics.

4-1.2 Air Quality

Under the No Build Alternative, no construction air quality impacts would occur.

4-1.3 Biology

The No Build Alternative would have no adverse effects on biological resources.

4-1.4 Cultural Resources

The No Build Alternative would have no adverse effects on cultural resources.

4-1.5 Geology and Soils

Under the No Build Alternative, no adverse effects on geology or soils would occur.

4-1.6 Hazardous Waste and Materials

The No Build Alternative would not disturb soils or groundwater that might contain hazardous materials nor would it result in the transport or release of hazardous materials used for construction.

4-1.7 Hydrology and Water Quality

The No Build Alternative would not create pollutants that could adversely affect water quality, nor would it increase the amount of runoff from the site.

4-1.8 Noise

Under the No Build Alternative, no noise associated with construction activities would occur.

4-1.9 Population and Housing and Acquisitions

Under the No Build Alternative, properties would not be acquired.

4-1.10 Recreation

Under the No Build Alternative, no impacts to recreational facilities would occur.

4-1.11 Transportation and Traffic

Under the No Build Alternative, unsafe sight distances and roadway grades would continue to exist. The traffic congestion would continue to worsen. While necessary improvements would be constructed, the random nature of private development projects could lead to areas of conflict and congestion between improved and unimproved roadway segments.

4-1.12 Utilities and Service Systems

The No Build Alternative would not result in the consumption of water or electricity, generate solid waste, require relocation of existing utilities or affect drainage patterns. It would not disrupt emergency or public services.

4-2 Alternatives Considered and Withdrawn

Section 15126.6(a) of the State CEQA Guidelines requires that an EIR "describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives." The significant impacts, under CEQA, after implementation of proposed mitigation measures include construction air quality impacts. The word "feasible" is defined by the State CEQA Guidelines as "…

capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors" (Section 15364).

4-2.1 Design Variation – Straight Alignment from Debon Street to Murrieta Road

This variation would have the same alignment as the proposed project except it would straighten the curve along Bundy Canyon Road between Debon Street (Station 199) and Murrieta Road (Station 239). This alternative would remove the existing "camelback" on Scott Road in favor of a straighter roadway. This variation would result in a fewer number of partial acquisitions and fewer slope and construction easements in the affected segment; however, at the same time it would require seven full property acquisitions in this area, whereas the proposed project would not require full property acquisition in this same area. It was determined that the lesser intrusion caused by fewer full and some partial property acquisitions would be less disruptive to the community, while the roadway would still provide acceptable geometry; therefore, the City finds this alternative infeasible and less desirable than the Project and rejects this design variation for the economic, legal and socialreasons associated with the unacceptable adverse property acquisitions.

4-2.2 Design Variation – Reduced Curvature from Tulip Lane to Raciti Road

Two variations of the proposed roadway alignment were considered between Tulip Lane (Station 68) and Raciti Road (Station 96). The proposed alignments considered two different radii for the horizontal curve at this location. The alternatives considered included using the County standard radius of 1,900 feet and using a reduced radius of 1,600 feet. The intent of considering the reduced radius of 1,600 ft was to determine if this radius would result in a reduction to the number of "full-take" property acquisitions on the north side of the roadway. Using the County standard of 1,900 feet would extend the grading limits, which would directly affect the existing buildings on the north side of the roadway. The grading limits of the alignment of the reduced radius of 1,600 feet would directly affect one building on three affected properties, and it would cut off or "remove" driveway access from Bundy Canyon Road to the remaining buildings along the north side of the curve. Driveway access could no longer be accommodated from Bundy Canyon Road due to the significant elevation difference between the roadway and the building elevations, and there would be insufficient room to replace the existing driveways. Due to this loss of feasible access to the affected properties, all three affected properties would be "full-takes" for the 1,600-foot radius design option. Since "full-take" property acquisitions would not be eliminated using the reduced radius design, there would be no benefit associated with the reduced standard radius; therefore, this design variation was rejected from further consideration. The City finds this alternative infeasible and less desirable than the Project and rejects this design variation alternative for the above-referenced economic, legal, social and technological considerations.

4-2.3 Reduced Four-Lane Alternative

A Reduced Four-Lane Alternative was considered in the reach between approximately Oak Canyon Drive (Station 46) and just east of Raciti Road (at Station 102) for the proposed alignment to examine the potential for reducing impact in an area of biological sensitivity and aesthetic value.

This alternative would provide grading for 4 lanes compared to the Preferred Alternative (grading for 6 lanes and construction of 4 lanes between Station 41 and 102, with the remainder of the project graded and constructed for 4 lanes). This reach of the project contains resources of biological and aesthetic value such as rolling hills, oak woodlands and lands under consideration for conservation under the Western Riverside County MSHCP. Three wildlife crossings are planned as a part of either alternative between Oak Circle Drive and The Farm Road.

The Reduced Four-Lane Alternative would:

- reduce the impact area by 465 square feet (0.01 acres) of southern coast live oak woodland through smaller slope easements
- reduce 31,518 sq. ft. (0.72-acre) of required slope easement area
- reduce 6,411 sq. ft. (0.15-acre) of private property acquisition

Assessor's Parcel Number (APN) 366-320-013 would require 41 square feet less property to be acquired and APN 366-320-012 would require 6,370 square feet (0.14 acres) less property to be acquired. The Reduced Four-Lane Alternative would have a smaller impact in a sensitive habitat and would require slightly less property acquisitions, although acquisitions would still be necessary on properties 15 and 16.

Planned wildlife crossings constructed for the four-lane project would have to be extended to accommodate a 6 lane width. Based on MSCHP criteria cells, it is possible that lands adjacent to the road needed for acquisition may be designated for conservation purposes in the future.

Bundy Canyon Road/Scott Road is planned by the Cities' circulation element to be a 6 lane facility. Providing grading and acquisition for a 6 lane project within an environmentally sensitive area is a reasonable option in order to limit the number of times the sensitive area is disturbed. Both the Reduced Four-Lane Alternative and the Preferred Alternative require impact to the oak woodland habitat and property acquisitions, although overall the project has been designed to minimize the amount of the impact. Based on this analysis, the City finds the Reduced Four-Lane Alternative is infeasible and less desirable than the Project and rejects it based on the aforementioned considerations.

5 STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to Public Resources Code Section 21081 and CEQA Guidelines Section 15093, the City has balanced the economic, legal, social, technological, and other benefits of the proposed Bundy Canyon/Scott Road Improvement Project against the significant and unavoidable aesthetic and air quality impacts associated with the proposed Project, and has adopted all feasible mitigation measures. The City has also examined potentially feasible alternatives to the Project, none of which are feasible. The City hereby adopts and makes the following Statement of Overriding Considerations regarding the significant and unavoidable impacts of the Project and the anticipated economic, legal, social, technological, and other benefits of the Project.

The proposed Bundy Canyon Road/Scott Road Improvement Project could result in potentially unavoidable and significant air quality and aesthetic impacts. Construction air quality impacts would be substantially lessened with implementation of proposed mitigation measures and would be temporary; however, PM10 and PM2.5 emissions would still exceed recommended South Coast Air Quality Management District (SCAQMD) significance thresholds after mitigation, for the peak construction day. Several mature oak trees along the alignment would be removed as part of the project. The proposed project was designed to minimize this impact, however, aesthetically, the removal of trees would be potentially significant.

The Final EIR has identified these unavoidable significant impacts. Section 15093(b) of the *CEQA Guidelines* provides that when the decision of the public agency allows the occurrence of significant impacts that are identified in the EIR but are not at least substantially mitigated, the agency must state in writing the reasons to support its actions based on the completed EIR and/or other information in the record.

Accordingly, the City of Wildomar (City) adopts the following Statement of Overriding Considerations:

The City recognizes that significant and/or potentially significant and unavoidable impacts would result from the implementation of the proposed Bundy Canyon Road/Scott Road Improvement Project. Having (i) adopted all feasible mitigation measures, (ii) rejected the alternatives to the project as infeasible and less desirable than the proposed Bundy Canyon Road/Scott Road Improvement Project as discussed above, (iii) recognized all significant, unavoidable impacts, and (iv) balanced the benefits of the proposed project against the significant and unavoidable effects, the City finds that the benefits outweigh and override the significant unavoidable effects for the reasons stated below.

The reasons discussed below are offered as justification for approval of the proposed project. These reasons summarize the benefits of the proposed project. The substantial evidence supporting the various benefits can be found in the preceding findings and elsewhere in the Record of Proceedings. These overriding considerations of economic, social, environmental, and other benefits outweigh its environmental costs and justify the approval of the Bundy Canyon Road/Scott Road Improvement Project and certification of the EIR:

(1) Implementation of the proposed Bundy Canyon Road/Scott Road Improvement Project would improve safety and access through Bundy Canyon and along the project alignment by reconstructing the roadway to current geometric standards and eliminating nonstandard sight distances and grades.

(2) Implementation of the proposed Bundy Canyon Road/Scott Road Improvement Project would improve the traffic handling capacity of the existing roadway, which is currently heavily congested and has less than desirable roadway geometry.

(3) Implementation of the proposed Bundy Canyon Road/Scott Road Improvement Project would provide a transportation facility that will allow for planned build-out of the area as designated by the Cities of Wildomar and Menifee.

(4) The proposed project would provide a consistent approach to respond to growth in travel demand across the entire stretch of roadway, thereby providing both near-term benefits and a sound geometric basis upon which future modifications can be made.

(5) The proposed project, while resulting in some impacts on certain resources in the near term, would avoid potentially more significant impacts in the longer term, such potential impacts arising out of maturation of resources over time.

(6) The proposed project is planned and designed and will be constructed consistent with the requirements of the Western Riverside County Multiple Species Habitat Conservation Plan. The MSHCP provisions incorporated into the project include three wildlife crossings along with directive fencing and landscaping to encourage use of the crossings by wildlife.

(7) The proposed project, as a General Plan and Transportation Uniform Mitigation Fee project, provides for regional roadway mitigation funding contributions to the Regional Conservation Authority for habitat acquisition, management and monitoring.

The City specifically adopts and makes this Statement of Overriding Considerations that this Project has eliminated or substantially lessened all significant effects on the environment where feasible (including the incorporation of feasible mitigation measures), and finds that the remaining significant unavoidable impacts of the Project, which are described above in Sections 3-1 and 3-2, are acceptable because the benefits of the Project set forth above in this Section 5 outweigh them. The City finds that each of the overriding considerations expressed as benefits and set forth above in this Section 5 constitutes a separate and independent ground for such a finding. Any one of the reasons for approval cited herein is sufficient to justify approval of the Project.

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
Aesthetics						
Aesthetics	AE-C1	Provide replacement landscaping or vegetation consistent with the project design.	Construction Phase	Project Contractor	City	City
	AE-1	Soundwall designs and treatment that balance noise attenuation with aesthetics will be developed.	Design Phase	City, Project Contractor	City	City
Air Quality						
Air Quality	AQ-C1	In addition to SCAQMD Rule 403 requirements, all land clearing/earth-moving activity areas shall be watered as necessary to remain visibly moist during active operations.	Construction Phase	Project Contractor	City	City
	AQ-C2	Water, three times daily or non-toxic soil stabilizers shall be applied, as needed, to reduce off-site transport of fugitive dust from all unpaved staging areas and unpaved road surfaces.	Construction Phase	Project Contractor	City	City
	AQ-C3	Streets shall be swept as needed during construction, but not more frequently than hourly, if visible soil material has been carried onto adjacent public paved roads.	Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
	AQ-C4	Construction equipment shall be visually inspected prior to leaving the site and loose dirt shall be washed off with wheel washers as necessary.	Construction Phase	Project Contractor	City	City
	AQ-C5	Traffic speeds on all unpaved roads shall not exceed 15 mph.	Construction Phase	Project Contractor	City	City
	AQ-C6	All construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications.	Construction Phase	Project Contractor	City	City
	AQ-C7	Construction equipment shall be operated such that exhaust emissions are minimized. For example, engines shall be turned off while in queues or while loading/unloading. Additionally, heavy, diesel-powered equipment shall be turned off when not in use. Construction activities shall be discontinued during second-stage smog alerts.	Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
	AQ-C8	To the extent practicable, petroleum powered construction equipment shall utilize electricity from power poles rather than temporary diesel power generators and/or gasoline power generators.	Construction Phase	Project Contractor	City	City
	AQ-C9	Compliance with SCAQMD Rule 1113 on the use of architectural coatings shall be implemented. Emissions associated with architectural coatings would be reduced by implementing such measures as use of pre-coated/natural colored building materials, water-based or low-VOC coatings and paints, and manual brush or spray equipment with high transfer efficiency.	Construction Phase	Project Contractor	City	City
Biology						
Biology	BIO-C1	Pre-construction surveys will be undertaken for the following species: • Coastal California gnatcatcher - Potential gnatcatcher habitat (between Station Numbers 55.5 and 67	Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		and 81.5 and 127 in the City of Wildomar) will not be cleared between March 1st and June 30th unless a qualified biological monitor deems that no nesting gnatcatchers are present. • Burrowing owl - Preconstruction presence/absence surveys for burrowing owl within the survey area where suitable habitat is present will be conducted before any grading or demolition activities onsite within 30 days before disturbance. Take of active nests will be avoided. Passive relocation (i.e., use of one-way doors and collapse of burrows) will occur when owls are present outside the nesting season. • Migratory birds - To ensure that the proposed project will not adversely affect nesting migratory birds, if vegetation is to				

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		be removed during the nesting season (March 1 through August 15th) a qualified biologist will conduct a nesting bird survey no more than twenty-one days before vegetation removal. If active nests are identified, then the nesting vegetation will be avoided until the nesting event has completed and the juveniles can survive independently from the nest. The biologist will flag the nesting vegetation and will establish an adequate buffer around the nesting vegetation. Clearing/grading shall not occur within the buffer until the nesting event has completed.				
	BIO-C2	Plant communities including Riversidean sage scrub, southern coast live oak riparian forest, southern willow scrub, and freshwater marsh that are temporarily disturbed during	Design Phase; Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		construction activities will be revegetated with native species similar in composition to the existing habitat. Non-native plant species listed in Table 6-2 of the MSHCP shall not be included in the revegetation program. In addition, cut and fill slopes that occur within or adjacent to native habitat within Proposed Linkage 8 (Sedco Hills/Wildomar) of the MSHCP and contained approximately within Station Numbers 56+50 through 126+00 in the City of Wildomar will be revegetated with native species similar in composition to the existing habitat. Non-native plant species listed in Table 6-2 of the MSHCP shall not be included in the revegetation program. Construction activities will be limited to the project footprint and designated staging area and routes of travel. The construction				

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		footprint and sensitive environmental areas will be delineated with orange exclusion fencing and will be shown on the construction plans. Prior to construction, a Stormwater Pollution Prevention Plan (SWPPP) will be prepared for the disturbance areas to avoid discharge of untreated surface runoff from developed and paved areas into MSHCP Conservation Areas. Construction activities that utilize chemicals that are potentially toxic or may adversely affect wildlife species, habitat, or water quality shall not result in discharge to the MSHCP Conservation Area.				
	BIO-C3	The following wildlife crossings will be constructed as feasible and appropriate at the following roadway station locations: • Station Number 88+30 in the City of Wildomar – 48-inch culvert	Design Phase; Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		• Station Number 93+80 in the City of Wildomar – 60-inch culvert • Station Number 115+20 in the City of Wildomar – 36-inch culvert Such crossing may include wildlife diversions such as: native landscaping, rocks/boulders, fencing, walls, and/or other appropriate mechanisms.				
	BIO-1	Necessary permits from USACE, CDFG, and RWQCB will be obtained before causing any impacts within jurisdictional areas. Potential impacts to listed species will be mitigated through conservation of core populations in MSHCP conservation areas.	Design Phase	Project Contractor	City	City
	BIO-2	Roadway night lighting shall be focused and directed away from the MSHCP Conservation Area to protect species from direct night lighting and shall not result in increased ambient lighting conditions.	Design Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
	BIO-3	Maintenance activities that utilize chemicals that are potentially toxic or may adversely affect wildlife species, habitat, or water quality shall not result in discharge to the MSHCP Conservation Area.	Operational Phase	City	City	City
Cultural Resources						
Cultural Resources	CUL-C1	Before starting construction, a qualified archaeologist will be retained as project archaeologist to oversee archaeological monitoring during construction activities near CA-RIV-8163H.	Construction Phase	Project Contractor	City	City
	CUL-C2	If an unexpected archaeological discovery occurs during ground disturbances, immediately halt work in the area(s). The project archaeologist is to be contacted immediately to evaluate the nature and significance of the find and implement appropriate mitigation measures. Archaeological materials are to be left undisturbed and in place in accordance with state law.	Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
	CUL-C3	If human remains are discovered, they are to be left undisturbed and in place. The Riverside County Coroner's office must be notified immediately (California Health and Safety Code § 7050.5) and all activities in the immediate area of the find must cease until appropriate and lawful measures have been implemented. If the Coroner determines that the remains are Native American, then the Native American Heritage Commission (NAHC) must be contacted (PRC § 5097.98). The NAHC will designate a Most Likely Descendent (MLD) who will make recommendations concerning the disposition of the remains in consultation with the property owner, lead agency, and project archaeologist.	Construction Phase	Project Contractor	City	City
	CUL-C4	Before starting construction, a tribal Monitoring Agreement will be in place for monitoring of Native	Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		American artifacts during construction activities involving excavation in areas considered to have a higher sensitivity for buried archaeological resources.				
	CUL-C5	Before starting construction, a qualified paleontologist will be retained as project paleontologist to oversee paleontological monitoring during construction activities in areas identified as likely to contain paleontologic resources.[1]	Construction Phase	Project Contractor	City	City
	CUL-C6	A report of findings with an appended itemized inventory of specimens will be prepared. The report and inventory, when submitted to the City, along with confirmation of the curation of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontologic resources.	Construction Phase	Project Contractor	City	City

[1] Paleontological monitoring is not necessary unless the potentially fossiliferous rock units (located in or adjacent to Station Numbers: 35+00 through 50+00, 65+00 through 116+00, and 143+00 through 163+00) are determined by the field assessment to have a high potential to contain significant paleontological resources.

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
Geology and Soils						
Geology and Soils	GEO-C1	Avoid Excessive Blasting Disturbance and Scale Cut Slopes: to avoid disturbance below finished slope faces. Loose or broken rock materials disturbed by blasting to be carefully scaled or removed from the slope following excavation.	Construction Phase	Project Contractor	City	City
	GEO-C2	Rock Catchment Area. Provide a 3- to 5-ft-wide level area between the toe of cut and curb or sidewalk to serve as a catchment area. Inclusion of a small rock fence as necessary.	Construction Phase	Project Contractor	City	City
	GEO-C3	Control Top-of-Slope-Drainage. Earth berms or concrete v-ditches to be installed along the tops of cut slopes to minimize erosion potential and potential for slope instability.	Construction Phase	Project Contractor	City	City
	GEO-C4	All cut slopes and foundation subgrade would be observed by a registered geologist during construction.	Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
	GEO-C5	To minimize impacts from the loss of topsoil, topsoil removed during project construction would be stockpiled and replaced on the site at the same location to the maximum extent possible.	Construction Phase	Project Contractor	City	City
Hazardous Waste and Materials						
Hazardous Waste and Materials	HAZ-C1	The use, storage, and transport of hazardous materials would be controlled through standard construction practices.	Construction Phase	Project Contractor	City	City
	HAZ-C2	Before starting demolition activities, structural building components of structures to be demolished within the proposed project limits shall be tested for ACM, LBP, and mercury according to applicable standard hazardous material testing guidelines. Manage all remediated materials in accordance with all pertinent laws and regulations. A Remedial Actions Options Report may be completed to address the proper handling, cleanup, and disposal of the hazardous material.	Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
	HAZ-C3	If the proposed project involves any subsurface disturbance at the sites listed below, soil sampling and analysis should be conducted prior to the start of construction to determine proper handling and disposal methods. • 26035 Scott Road, Menifee (APN 384-010-006 – scheduled to be a partial acquisition; Figure ID #70 on Table 2.13-1); • The former landfill is (APN 366-320-079 in Wildomar) – scheduled for partial acquisition; Figure ID #9 on Table 2.13-1 and APN 366-320-048 (Wildomar) – scheduled for partial acquisition; Figure ID #11 on Table 2.13-1); and • 23263 Bundy Canyon Road, Wildomar (APN 367-250-007 – scheduled for partial acquisition; Figure ID #13 on Table 2.13-1).	Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
	HAZ-C4	If any buried trash is discovered during construction activities near the location of the closed landfill, the Riverside County Waste Management Department shall be consulted before excavation and removal of the trash.	Construction Phase	Project Contractor	City	City
	HAZ-C5	If potentially contaminated soil or groundwater is discovered during construction, work shall stop in the affected area and sampling and analysis of the soil or groundwater shall be conducted to determine properly handling and disposal methods.	Construction Phase	Project Contractor	City	City
	HAZ-C6	Waste removal will be handled according to Section 7-1.13, “Disposal of Material Outside of Highway Right of Way” of the Caltrans Standard Specifications (2002 edition). A professional waste hauler will be utilized to remove waste (from construction activities) from the site. The hauler will comply with all local, State,	Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		and federal requirements for waste diversion, including the provisions of AB 939. Some diversion methods would include composting and recycling.				
Hydrology and Water Quality						
Hydrology and Water Quality	WQ-C1	The requirements of the General NPDES Permit for Construction Activities, Order No. 99-08-DWQ, NPDES No. CAS000002, and any subsequent General Permit in effect at the time of project construction will be adhered to.	Construction Phase	Project Contractor	City	City
	WQ-C2	A SWPPP will be prepared before commencement of any soil-disturbing activities. The SWPPP will address all local, state, and federal stormwater control requirements and regulations and all construction-related activities, equipment, and materials that have the potential to impact water quality. The SWPPP will include BMPs to control pollutants, sediment from	Design Phase; Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		erosion, stormwater runoff, and other construction-related impacts; and the provisions of State Water Resources Control Board (SWRCB) Resolution No. 2001-046, which requires implementation of specific Sampling Analysis Procedures (SAP) to ensure that the implemented BMPs are effective in preventing exceedance of any water quality standards.				
	WQ-C3	A Notice of Intent (NOI) will be filed with the SWRCB at least 30 days before any soil-disturbing activities. Ensure that a Waste Discharge Identification (WDID) number is received from the SWRCB pending receipt of the NOI.	Construction Phase	Project Contractor	City	City
	WQ-C4	Construction activities will give special attention to stormwater pollution control during the “Rainy Season” (October 1 through May 1). No work will be conducted whenever rain is predicted. Water Pollution Control BMPs will be used to	Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		minimize impacts to receiving waters. Measures will be incorporated to contain all vehicle loads and avoid any tracking of materials that may fall or blow onto Bundy Canyon Road/Scott Road.				
	WQ-C5	All projects requiring dewatering discharges to surface waters or storm drains must comply with the applicable Regional Water Quality Control Board regulations. For the proposed project, areas that require groundwater dewatering that are within the jurisdiction of the San Diego Regional Water Quality Control Board must comply with Order No. R9-2008-0002, NPDES No. CAG919002, and any subsequent Permit in effect at the time of project construction will be adhered to. Areas that require groundwater dewatering that are within the jurisdiction of the Santa Ana Regional Water Quality Control	Design Phase; Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		Boards must comply with Order No. R8-2009-0003, NPDES No. CAG998001, and any subsequent Permit in effect at the time of project construction will be adhered to.				
	WQ-C6	The discharge of waste material shall be prohibited from entering any drainage areas, channels, streambeds, streams, lakes, wetlands, or rivers. Spoil sites will be prohibited within any streams or adjacent areas where spoil material could be washed into a water body.	Construction Phase	Project Contractor	City	City
	WQ-C7	Water Quality Management Plans will be prepared before commencement of any soil-disturbing activities. These plans will be written in accordance with the requirements of the San Diego and Santa Ana Regional Water Quality Control Boards, respectively.	Design Phase; Construction Phase	Project Contractor	City	City
	WQ-1	Design Pollution Prevention BMPs – Permanent soil stabilization BMPs will be incorporated into project	Design Phase	City	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		design, such as preservation of existing vegetation, concentrated flow conveyance systems (e.g., drainage ditches, dikes, berms, swales) and slope/surface protection systems that use either vegetated or hard surfaces. Appropriate BMPs will be selected during final design.				
	WQ-2	Maintenance BMPs - Routine maintenance work, such as litter pickup, toxics control, street sweeping, drainage, and channel cleaning shall be performed.	Operational Phase	City	City	City
	WQ-3	Treatment BMPs – Shall be designed and constructed as part of the project. A total of 61 BMP locations have been sited along the alignment which will treat 100 percent of the pavement area. These include 59 biofiltration swales and 2 biofiltration strips.[2]	Design Phase; Operational Phase	City	City	City

[2] Note: Biofiltration swales 9, 10, 11, and 12 located within Future Development Project Area shall be implemented by the Developer/Contractor as noted within the County of Riverside *Draft Bundy Canyon/Scott Road Interim Four-Lane Arterial* engineering drawings.

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
Noise						
	N-C1	During all project site excavation and grading on site, all construction equipment, whether fixed or mobile, shall be outfitted with properly operating and maintained mufflers, consistent with manufacturers' standards. All stationary construction equipment shall be placed so that emitted noise is directed away from sensitive receptors nearest the project site.	Construction Phase	Project Contractor	City	City
	N-C2	As practicable, locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest the project site during project construction.	Construction Phase	Project Contractor	City	City
	N-C3	Construction-related activities that would result in high noise levels will be limited to the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday. No construction shall be allowed	Construction Phase	Project Contractor	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
		on Sundays and public holidays.				
	N-1	The roadway will be designed and constructed with rubberized asphalt.	Design Phase; Construction Phase	Project Contractor, City	City	City
	N-2	Construct noise abatement walls as discussed on Table 2.11-7, and as shown in Figures 2.11-7, 2.11-8 and 2.11-9. Table 2.11-7 and Figures 2.11-7 and 2.11-8 show soundwalls proposed for the four-lane project, in year 2015.	Design Phase; Construction Phase	Project Contractor, City	City	City
Acquisitions						
Acquisitions	ACQ-1	Persons subject to displacement will receive relocation assistance in accordance with the Uniform Relocation Assistance & Real Property Act. Provisions of the Uniform Act will also be followed to provide compensation for partial acquisitions.	Operational Phase	City	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
Recreation						
Recreation	R-C1	Public notices will be posted at temporarily closed trail crossings during construction activities, and plans will be prepared for the realignment of parallel trails to construct them in conjunction with site restoration activities.	Construction Phase	Project Contractor	City	City
Transportation and Traffic						
Transportation and Traffic	T-C1	The City of Wildomar will prepare and implement a Traffic Management Plan (TMP) to minimize the inconveniences during construction. Included among the provisions, the City and contractor will coordinate with local police, fire, and emergency medical service providers regarding construction scheduling and any other practical measures to maintain adequate access to properties and response times.	Design Phase; Construction Phase	Project Contractor, City	City	City

Mitigation Monitoring and Reporting Program						
Environmental Issue	**Measure Number**	**Mitigation Measures**	**Time Frame for Implementation**	**Responsibility for Implementation**	**Oversight for Implementation**	**Verification**
Utilities						
Utilities	U-C1	The City of Wildomar will coordinate with utility providers before and during construction. Interruptions of service, if any, would be done in consultation with individual providers, and follow guidelines and schedules set in place by the City, including notification to affected residences and businesses.	Design Phase; Construction Phase	Project Contractor, City	City	City
	U-C2	Waste removal will be handled according to Section 7-1.13, “Disposal of Material Outside of Highway Right of Way” of the Caltrans Standard Specifications (2002 edition). A professional waste hauler will be utilized to remove waste (from construction activities) from the site. The hauler will comply with all local, State, and federal requirements for waste diversion, including the provisions of AB 939.	Construction Phase	Project Contractor, City	City	City

DESIGN PROFESSIONAL SERVICES AGREEMENT

FOR ENGINEERING SERVICES FOR THE BUNDY CANYON/ SCOTT ROAD IMPROVEMENT PROJECT

By and Between

THE CITY OF WILDOMAR,
a municipal corporation

and

PARSONS TRANSPORTATION GROUP Inc.

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND

_____

This Agreement for Design Professional Services ("Agreement") is entered into as of this 10th day of September, 2014 by and between the City of Wildomar, a municipal corporation ("City") and Parsons Transportation Group Inc., a State of Illinois Corporation ("Design Professional"). City and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by direct negotiation, the performance of the engineering services defined and described particularly in Section 2 of this Agreement.

B. Design Professional, following submission of a Scope and Cost proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Design Professional was selected by the City on the basis of Design Professional's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Wildomar's Municipal Code, City has authority to enter into this Design Professional Services Agreement and the City Manager has authority to execute this Agreement.

E. The Parties desire to formalize the selection of Design Professional for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for two (2) years commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Design Professional agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Design Professional shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Design Professional to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Design Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed six hundred eighty thousand dollars ($680,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement..

(b) Each month Design Professional shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Design Professional contracts. Sub-Design Professional charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Design Professional to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Design Professional for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Design Professional which are disputed by City, City will use its best efforts to cause Design

Professional to be paid within forty-five (45) days of receipt of Design Professional's correct and undisputed invoice.

(d) Payment to Design Professional for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Design Professional.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Design Professional's work under this Agreement, either during performance or when completed. City shall reject or finally accept Design Professional's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Design Professional's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Design Professional's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Design Professional. Upon completion, expiration or termination of this Agreement, Design Professional shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement, Design Professional's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

(a) Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Design Professional pursuant to this Agreement. Any and all such documents or records shall be

maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Design Professional's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Design Professional is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Design Professional shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the Services under this Agreement on behalf of Design Professional shall at all times be under Design Professional's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Design Professional or any of Design Professional's officers, employees, or agents except as set forth in this Agreement. Design Professional shall not at any time or in any manner represent that Design Professional or any of Design Professional's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Design Professional , nor any of Design Professional's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Design Professional expressly waives any claim Design Professional may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Design Professional represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Design Professional shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Design Professional shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Design Professional under this Agreement, and shall use such skill,

prudence, and diligence as other members of Design Professional's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Design Professionals work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Design Professional shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Design Professional shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Design Professional to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

It is the understanding of City and Design Professional that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Design Professional shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Design Professional hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Design Professional so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Design Professional hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Design Professional covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner

with the interests of City or which would in any way hinder Design Professional's performance of the Services. Design Professional further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Design Professional agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Design Professional is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Design Professional is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Design Professional will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Design Professional gives City notice of such court order or subpoena.

(c) If Design Professional, or any officer, employee, agent or subcontractor of Design Professional, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Design Professional for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Design Professional's conduct.

(d) Design Professional shall promptly notify City should Design Professional , its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review

any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Design Professional shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims. actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, its officers, agents, employees or sub-consultants (or any entity or individual that Design Professional shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Design Professionals, and Design Professional, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Sub-consultants. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

(c) City's Negligence. The provisions of this section do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Design Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Design Professional agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Design Professional are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Design Professional shall make every reasonable effort to maintain the stability and continuity of Design Professional's staff and subcontractors, if any, assigned to perform the Services. Design Professional shall notify City of any changes in Design Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Design Professional. In the event such notice is given, Design Professional shall cease immediately all work in progress.

(b) Design Professional may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Design Professional or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Design Professional, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Design Professional or City, all property belonging exclusively to City which is in Design Professional's possession shall be returned to City. Design Professional shall furnish to City a final invoice for work performed and expenses incurred by Design Professional, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Design Professional is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of default. Instead, the City may give notice to Design Professional of the default and the reasons for the default. The notice shall include the timeframe

in which Design Professional may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Design Professional is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Design Professional does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Design Professional's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Design Professional shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Design Professional. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Design Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Wildomar Attn: City Manager 23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595
To Design Professional:	Parsons Transportation Group Inc., Attn: Ernest A. Figueroa 3200 E. Guasti Rd., Suite 200 Ontario, CA 91761

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Design Professional represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Design Professional to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Design Professional and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Design Professional shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Design Professional and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF WILDOMAR

_____
Gary Nordquist
City Manager

ATTEST:

_____
Debbie A. Lee
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____
Khalil Saba, Vice President
Parsons Transportation Group Inc.

By: _____
_____
Its: _____

By: _____
_____
Its: _____

NOTE: DESIGN PROFESSIONAL'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DESIGN PROFESSIONAL'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____
_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____,

☐ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
(SIGNATURE OF NOTARY)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____
_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

Bundy Canyon Road / Scott Road Widening- Revised 8/26/14

SCOPE OF SERVICES - PLANS, SPECIFICATIONS AND ESTIMATE

Design – Roadway design shall be in accordance with the County of Riverside County Road Improvement Standards and Specifications, Ordinance No. 461 as amended by Ordinance No. 461.9 dated December 20, 2007. This scope assumes one plan, specification, and estimate bid set for the entire corridor.

Task 1.01 Project Management, Meetings and Coordination

Monthly team meetings will be held to review progress of the project development and to review any issues and concerns. Additional meetings including a kick-off meeting, field reviews and specific meetings to address technical issues will be scheduled on an as-needed basis. Consultant will document the findings of all project meetings in meeting minutes that will be distributed to team members within 5 days of the meeting.

Task 1.02 Progress Reports and Invoices

Consultant will prepare Monthly Progress Reports summarizing the activities completed during the last four week period and will include these summaries with the monthly invoices. Consultant Project Manager will assess physical percent complete and compare it to the financial percent complete each month. Consultant will develop a project schedule with input from the Cities of Wildomar and Menifee (Cities) and will update this schedule to show the progress of the work on a monthly basis.

Task 1.03 Supplemental Topographic Survey Coordination

The County of Riverside performed the original aerial topographic map and right-of-way mapping and at this time we are proposing that the County provide design level ground survey to supplement the aerial topographic survey. In the event this is not a task the County will be able to perform, a separate scope of services and fee estimate can be provided.

Task 1.04 Geotechnical Report

Consultant will provide a final geotechnical design report based on the final roadway alignment, the preliminary geotechnical evaluation and the additional investigation and analysis discussed in the following section. The budget allows for slope stability evaluation based on the site reconnaissance and does not include any rock coring. The following scope and budget may be modified based on the results of the preliminary evaluation, the final alignment, and presence of walls or other structures.

The field program will consist of an additional 10 borings (10-40 feet each), to supplement the 12 borings from the preliminary engineering phase. Relatively undisturbed and bulk samples or representative soil layers will be obtained at appropriate depth intervals (typically 3 to 5 feet). Drilling and sampling for any specific structures or walls is not included with this proposal.

Cut slopes exposing variably weathered and fractured granitic rock with heights up to about 30 feet will likely be encountered as part of the grading. The widening will likely cut into the existing slopes. Some of the existing slopes expose highly fractured rock, or highly weathered rock with core stones of unweathered rock, and signs of existing rockfalls and potential rockfalls are evident. In order to address fractured rock cut stability and rockfall hazard mitigation, we propose to budget 3 days of our senior geologist to perform geologic mapping of the cut slope exposures and perform geologic measurements and classification of joint patterns within the cut slopes. The information will be used to develop Rock Mass Rating (RMR) and stereonet plots for slope stability evaluation, recommend stable cut angles, and provide recommendations for mitigating rockfall hazards such as catchment areas.

Based on visual observations, the existing cuts expose rock that varies from highly weathered and rippable, to moderately or slightly weathered rock that may be marginally rippable to non rippable that could require localized blasting. In order to address the rippability of the rock materials, we propose to budget for up to 2 days of seismic refraction surveys. The surveys provide 3-layer p-wave velocity profiles that aid in classifying the rippability of the materials and determine the need for blasting.

The laboratory-testing program will be aimed at evaluating the engineering properties of the site soils. The exact scope of the laboratory program will depend on the soil conditions encountered during our field exploration. However, for planning purposes, we have considered the following types of tests:

- In Situ Moisture Content and Density
- Consolidation
- Grain Size Analyses
- Soluble Sulfate Content, pH
- Atterberg Limit
- R-Value
- Unconfined Compression (rock)

The analyses will focus on the geotechnical aspects of pavement design, slope stability and grading. The results of the field, laboratory, geologic and engineering evaluations will be presented in an appropriately illustrated report. The report will contain a project and site description, discussions of the geologic and seismic setting, summary of

engineering studies, recommendations and conclusions pertaining to the design and construction of the proposed project, plus logs of the field explorations and laboratory test results.

The recommendations will address the following:

- General subsurface conditions,
- Existing pavement section and general comments on the condition of the existing pavement
- Earthwork criteria (clearing, grubbing, subgrade, preparation, excavation, fills, reuse of existing pavements),
- Recommendations for excavation, grading, pavement design, and slope stability,
- Recommendations for retaining and sound wall foundations, if any,
- Recommendations for culvert design

Task 1.05 Roadway Improvement Plan

All final plan sheets will be on standard 24” x 36” sheets with each Cities standard title block for their respective segment. The final CAD drawings will be prepared in Microstation format. Construction plans will be based on standards for the Cities, County, and State as applicable. Each plan sheet will be signed and sealed by the California registered engineer responsible for its preparation. The roadway improvement plan will be submitted at 65%, 95% and 100% plan completion. This task is estimated to require 39 sheets.

The following subsections provide a description of various elements of the roadway improvement plan preparation process. The number of sheets required has been estimated and is included in the spreadsheet.

Title Sheet

The plan set Title Sheet will be prepared on the appropriate City standard title (or plan) sheet. The Title Sheet will include the following information:

a) Project title;
b) Project location map;
c) Index of sheets (list with sheet numbers);
d) Index of sheet plan @ 1000-scale showing limits and approximate bench mark locations;
e) Complete list of construction notes;
f) Basic of bearings;
g) Bench mark information;
h) Standard General Notes;
i) List of utility owners with contact and phone numbers;

j) Underground Utility Alert notice;
k) Required signature blocks; and
l) Estimate of Quantities.

Typical Sections Plan Sheet
These plan sheets will show typical roadway cross sections as needed identifying existing and proposed improvements. Typical sections may be designated as "not to scale."

Miscellaneous Detail Sheets
Miscellaneous details will be provided on separate plan sheets. It is expected that these sheets will contain details of reverse tapers and flares in the roadway, driveway and local road intersections, sidewalk and ADA curb ramps as needed, and other miscellaneous items.

Roadway Plan & Profile Sheets
The plan and horizontal profile scale will be 1"=40'. Vertical profiles will be prepared at a suitable scale for proposed edge of pavement, asphalt dike lines, as well as grade breaks or street crown lines. Specific areas along the alignment may require the plan and profile sheets to be prepared at 1"=20' for clarity. Plan and profile sheets will generally contain the following information:

a) Existing utility lines and fixtures;
b) Existing topography;
c) Water and gas meter locations and lid adjustments or replacements;
d) Line and grade of proposed edge of pavement "flow lines";
e) Roadway centerlines (including bearings, distances, stationing, and curve data);
f) Existing and proposed right-of-way lines and lot/APN numbers;
g) Manhole cover and valve cover vertical adjustments;
h) Curve data;
i) Each plan (& profile) sheet will contain the construction notes referenced on that sheet;
j) Location of temporary bench marks;
k) Areas of proposed pavement removal;
l) Removals including curb, gutter and sidewalk;
m) North Arrow;
n) Stationing of Improvements;
o) All Storm Drain facilities, and their sizes;
p) Contours;
q) All Street Names

Task 1.06 Signing & Striping Improvement Plan

The signing & striping plan will show the disposition of existing signs, traffic striping and pavement markings, and the proposed signage and pavement delineation based on the proposed geometric layout. Signing and striping plans will be prepared at a scale of 1”=40’ in Microstation format with the appropriate City border. The basis of plan preparation will be a topographic survey, record drawings, field measurements, and the proposed roadway improvement plans. The signing and striping improvement plan will be submitted at 65%, 95% and 100% plan completion. This task is estimated to require 17 sheets (double stacked).

Task 1.07 Construction Staging and Traffic Handling Plan

The consultant will identify the transportation management aspects of the construction project and provide recommendations on how construction staging and MOT should be performed as well as the cost associated with recommended strategies. The effort will provide for adequate operations during construction with a minimal disruption of traffic in the work zone and adequate access to local residents and businesses. The construction staging and traffic handling plan will be prepared at a scale of 1”=40’ in Microstation format with the appropriate City border. The basis of plan preparation will be a topographic survey, and the roadway improvement plan. The construction staging and traffic handling plan will be submitted at 65%, 95% and 100% plan completion. This task is estimated to require 17 sheets (double stacked).

Task 1.08 Traffic Signal Improvement Plan

It is assumed that traffic signal plan will be prepared for the intersections of Sellers Road, Monte Vista Drive, Oak Canyon Drive, Oak Circle Drive, and Harvest Way at Bundy Canyon Road in the City of Wildomar and as well as the intersection of Murrieta Road and Scott Road in the City of Menifee. The plans will be prepared at a scale of 1”=20’. The plans for the intersections will be prepared in Microstation format with the appropriate City border. The basis of plan preparation will be a topographic survey, record drawings, field measurements, and the approved preliminary roadway improvement plans. Traffic signal plans and specifications will be prepared using the most current State of California, Department of Transportation (Caltrans) Standard Plans and Specifications. Designs will be consistent with the Manual of Uniform Traffic Control Devices and the Caltrans Traffic Manual Chapter 9. The traffic signal improvement plan will be submitted at 65%, 95% and 100% plan completion. This task is estimated to require 6 sheets.

Task 1.09 Hydrology/Hydraulic Report

Consultant will be responsible for the hydrology and hydraulic calculations necessary for drainage design including roadway pavement drainage, potential streambed alterations necessary for flood control (such as culvert extensions, channel widening, vegetation removal, rip rap, etc.), and detention basin design. Consultant will develop a preliminary hydrology/hydraulic report that describes the hydrologic (off-site and on-site) and hydraulic methodology used for the calculations. Layout plans identifying the location of existing and proposed drainage facilities shall be included within the report. The draft preliminary drainage report will be submitted to the Cities as well as the Riverside County Flood Control and Water Conservation District (RCFC&WCD) for review.

Following the review of the preliminary drainage report, Consultant will modify hydrology calculations if required and perform hydraulic analysis for all of the drainage facilities identified on the preliminary roadway improvement plans. The Hydrology/Hydraulic Report will be refined at the 65%, 95% and 100% design phases.

Task 1.10 Storm Drain Improvement Plan

The storm drain improvement plan will show storm drain lines, catch basins, laterals, culverts, and water quality swales in plan and profile. The plans will include details such as invert elevations, connection details and inlet/outlet details. Storm drain improvement plans will be prepared at a scale of 1”=40’ in Microstation format with the appropriate City border. If there are any RCFC&WCD facilities to be maintained by RCFC (typically larger than 30-inches), then those particular storm drain plans will use the RCFC&WCD sheet border with an “RCFC&WCD” signature block. It is assumed that any required box culverts will be standard designs based upon Standard Drainage Details (County, RCFC&WCD and/or Caltrans Standard Plans) and no special structural designs will be required. The storm drain improvement plan will be submitted at 65%, 95% and 100% plan completion. This task is estimated to require 22 sheets.

Task 1.11 Water Quality Management Plan – (WQMP)

The project is located within the San Jacinto Watershed within the jurisdiction of the Santa Ana Regional Water Quality Control Board (RWQCB) and the Santa Margarita Watershed within the jurisdiction of the San Diego RWQCB. Coordination will be maintained between all agencies regulating stormwater in this area. These agencies include the Riverside County Flood Control District and Water Conservation District (RCFC&WCD), the Santa Ana San Diego RWQCBs, the California State Department of Fish and Game (DFG), the Corps of Engineers (COE), and the Federal Emergency Management Administration (FEMA).

A water quality management plan (WQMP) will be prepared for the Cities of Wildomar and Menifee. The (WQMP) will comply with the latest requirements listed in the Riverside Water Quality Management Plan for Urban Runoff. County NPDES permit (CAS618033) provides regulatory overview within the area for construction activities. Correspondingly, there are numerous requirements that fall within their Standard Urban Stormwater Mitigation Plan (SUSMP). The RWQCBs and the County will require incorporation of storm water pollution best management practices into the roadway designed to ensure that storm water runoff is managed for water quality and quantity concerns. These will be addressed in the WQMP.

Task 1.12 Utility Research/Notification/Plan

All utility companies and agencies within the project limits will be contacted to verify contact name, address, and phone number, and to introduce the project. All requests for information from each utility company or agency will be written communication, via registered mail, so it is documented, and copies of utility notifications and responses will be provided to the Cities.

Visits to utility offices will be made, as necessary, to obtain information not sent via email by the utility company or agency. The location of existing utilities will be included in the MicroStation mapping for the project. Minor utilities such as individual service lines to building, will not be shown on the mapping. The existing and proposed Utilities will be included on the layout plans and no separate Utility drawings will be prepared.

Task 1.13 Sound Wall/Retaining Wall Improvement Plan

The sound wall and retaining wall improvement plan will be prepared at a plan and horizontal scale of 1”=40’. Vertical profiles will be prepared at a suitable scale for the walls and associated grade. This task also includes structural calculations and details for sound/retaining combination walls. The wall limits are based on the environmental impact report and preliminary roadway improvement plan. It’s assumed that Caltrans “Standard” sound wall designs will be used. The sound wall and retaining wall improvement plan will be submitted at 30%, 65%, 95% and 100% plan completion. This task is estimated to require 31 sheets.

Task 1.14 Construction Cost Estimate

A Draft Construction Cost Estimate will be prepared, refined, and submitted with each format submittal of the 65%, 95%, and 100% plan sets. The unit prices used for the various items will be based on the Riverside County Improvement Worksheet and items not covered on this worksheet will be based on our professional opinion based on

existing projects. Each estimate will be prepared using the contract bid sheet items and quantities for submittal of the plans. A Final Engineer's Estimate will be prepared and submitted with the final PS&E submittal package. The final estimate will reflect changes to the plans and specifications resulting from plan checking and recent bid prices from similar projects in the area. The cost estimate will show quantities, and unit costs for a base project and any additional "Add-on" items.

Task 1.15 Specifications

Consultant will prepare a set of special provisions (technical section) that will cover the various items included within the construction documents. The special provisions will include general specification material required to augment the Standard Specifications and a description of payment methods and materials as necessary for each bid item. The test portion of the contract special provisions will be provided to the County on a MS-DOS formatted diskette or CD in a Microsoft Word file. The Standard Specifications for the project will be the latest edition of the County's Standards and supplemented by Standard Specification for Public Works Construction (Green Book), except for lighting, signing and pavement markings, which will be constructed under the provisions of Caltrans' Standard Plans and Standard Specification dated July 1992 (last version using English units) and current updates thereof. Consultant will request from the County a master set of special provisions in electronic format to assist us in the preparation of the specification package.

Task 1.16 Final R/W Requirements Map

Consultant will prepare "R/W Requirements" maps for the selected alignment at a scale of 1"=40' in Microstation format with the appropriate City border. The maps will define the limits of Fee Easements required along the corridor for the 4-lane alternative. This task is estimated to require 17 sheets (double stacked).

Task 1.17 Environmental Permitting

Consultant will conduct for the Cities during the design phase of the project to satisfy the Mitigation Monitoring and Reporting Program (MMRP) and permitting requirements identified in the *Bundy Canyon/Scott Road Improvement Project Environmental Impact Report*. Resource agencies may require additional environmental work beyond the scope of work identified below because of new rules and regulations. Additionally, if significant design changes are necessary to construct the project or other factors arise that may affect the validity of the project's final environmental document such as identification of new environmental issues, and changes in laws or regulations, an Addendum or a Supplemental EIR may need to be prepared. Consultant will notify the City and provide a separate scope of work and fee schedule for any additional environmental activities.

Environmental Commitments

a) Consultants will incorporate aesthetic treatments and designs to soundwalls to address AE-1. Consutlant will obtain input from City staff on the type of design and develop renderings of the aesthetic treatments. The proposed designs will be submitted to the City for review and approval.

b) Consultant's biologist will coordinate with applicable resource agencies and develop wildlife crossings plans at three locations to address BIO-C3. Consultant will submit wildlife crossing plans to the City for review and approval prior to submittal to resource agencies.

c) Consultant will develop WQMP, and incorporate design pollution prevention BMPs and treatment BMPs. The WQMP and BMPs will be submitted to the Cities for review and approval prior to resource agency submittal.

Environmental Permitting

Consultant will coordinate with resource agencies to determine whether an update to the jurisdictional delineation report would be required. If an update to the report is required, Consultant will conduct field verification of jurisdictional resources and update the report to satisfy resource agency requirements.

During the design phase of the project, Consultant will minimize to the greatest extent feasible, impacts to jurisdictional resources. Once design is near completion, Consultant will prepare the following permit application packages:

a) United States Army Corps of Engineers 404 Nationwide Permit

b) Regional Water Quality Control Board (RWQCB) 401 Water Qulaity Certification

c) California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement

d) General National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, Order No. 99-08-DWQ, NPDES No. CAS000002

Consultant will conduct impact analyses for all onsite jurisdictional resources based on the latest design plans and discuss with City staff appropriate compensatory mitigation requirements for all temporary and permanent impacts. Consultant will submit the complete permit packages to the Cities for review and approval prior to submittal to applicable resource agencies. Consultant will revise the application for up to two iterations with resource agencies.

Consultant will not be responsible for payment of direct mitigation cost/fees or implement habitat restoration activities. If the Cities request Consultant to prepare a habitat restoration plan, Consultant will provide a separate scope of work and fee schedule to the City prior to initiating work.

Optional Tasks

The United States Fish and Wildlife Service (USFWS) comments on the Joint Project Review indicated that the initial burrowing owl focused surveys were over three years old (conducted in 2007) and a subsequent survey was conducted in 2010 to address this specific comment. Four years has elapsed since the 2010 survey was conducted and USFWS may request another focused breeding season survey to be conducted to demonstrate consistency with the MSHCP.

Task 1.19 Aerially Deposited Lead Study

Group Delta (GD) will perform limited ADL studies for the corridor.

The level of study is preliminary and additional sampling and testing will be required for the design level submittals. Following is our brief description of the tasks included in this preliminary study:

Pre-Field Activities
Prepare a Health and Safety and Work Plan for field activities. The Health and Safety Plan includes guidelines for the use of personal protective equipment and sampling procedures. The work plan will include procedures of sampling and laboratory analysis.

Limited Soil Sampling
Ten (10) Hand augers will be used to collect samples at 6-inch and 12-inch depth for preliminary testing.

The borings will backfilled with cutting generated from the hand auger activities.

Laboratory Analysis
The samples will be extracted using EPA Test Method 3050B and analyzed for total lead using EPA Test Method 6010B. After the analysis, selected samples with high lead concentration may be re-tested for soluble lead by extracting using EPA Test Method 3010B and analyzed for soluble lead EPA Test Method 6010B and the standard Waste Extraction Test (WET) to determine STLC and TCLP.

Report Preparation
GD will prepare a Preliminary ADL report for the corridor. Our report will document field and laboratory procedures and provide a preliminary assessment of lead contamination and a scope of work for additional evaluation.

Submittals

Draft PS&E (65% and 95%)

Draft plans and specifications and construction cost estimate will be submitted for County review at both the 65% and 95% stages. These submittals will consist of integrated plans and specifications together with an updated engineer's estimate based on plan quantities in bid tabulation format. Draft PS&Es shall address comments identified by the County in the review of Intermediate submittal materials.

Final PS&E (100%)

Following receipt of the County review comments and completion of Consultant internal quality control plan check, final PS&E will be prepared and submitted to the County for final approval. Consultant will make final changes to the Plans, Specifications, and Estimate and furnish final documents in either electronic format or "hard copy" for formal bidding of the project.

Exclusions

- Any task not identified in the above scope of services
- Erosion control plan
- Temporary water pollution control plans
- Storm water pollution prevention plan
- Street lighting improvement plan
- Landscape or Irrigation Plans
- Bid Support
- Construction Support
- Property Acquisition services
- Right of Way Certification (including Utility)

EXHIBIT "B"
COMPENSATION

BUNDY CANYON/SCOTT ROAD WIDENING
City of Wildomar and City of Menifee

9/3/2014

LABOR HOUR and FEE ESTIMATE

TASK NO.	TASK DESCRIPTIONS	Total Hours	TOTAL PARSONS	Sub-Consultant Group Delta (Geotech)	TASK TOTAL	FEE DISTRIBUTION Wildomar
	Final Design					
1.01	Project Management, Meetings, and Coord.	256	$50,570.67		$50,570.67	*$29,330.99*
1.02	Progress Reports and Invoices	96	$17,642.52		$17,642.52	*$10,232.66*
1.03	Supplemental Topographic SurveyCoord. (County Performed)	30	$4,535.33		$4,535.33	*$2,630.49*
1.04	Geotechnical Report	30	$5,829.07	$70,000.00	$75,829.07	*$43,980.86*
1.05	Roadway Improvement Plan	1744	$211,825.76		$211,825.76	*$122,858.94*
1.06	Signing and Striping Improvement Plan	333	$43,900.77		$43,900.77	*$25,462.45*
1.07	Construction Staging and Traffic Handling Plan	333	$43,900.77		$43,900.77	*$25,462.45*
1.08	Traffic Signal Improvement Plan	391	$47,631.68		$47,631.68	*$39,534.29*
1.09	Hydrology/Hydraulic Report	452	$54,780.11		$54,780.11	*$31,772.46*
1.10	Storm Drain Improvement Plan	860	$105,141.72		$105,141.72	*$60,982.20*
1.11	Water Quality Management Plan	256	$31,684.60		$31,684.60	*$18,377.07*
1.12	Utility Research/Notification/Plan	645	$72,828.11		$72,828.11	*$42,240.30*
1.13	Sound Wall/Retaining Wall Improvement Plan	1687	$216,609.33		$216,609.33	*$125,633.41*
1.14	Construction Cost Estimate	217	$25,198.61		$25,198.61	*$14,615.19*
1.15	Specifications	282	$32,079.80		$32,079.80	*$18,606.28*
1.16	Final Right-of-Way Requirements Map	200	$24,180.87		$24,180.87	*$14,024.90*
1.17	Land Net Base Mapping and Legal Descriptions and Plats (County Perfo	30	$4,535.33		$4,535.33	*$2,630.49*
1.18	Environmental Permitting	365	$35,352.77		$35,352.77	*$20,504.61*
1.19	Aerially Deposited Lead Study (ADL)	24	$2,925.55	$35,000.00	$37,925.55	*$21,996.82*
	TOTAL HOURS :	8231				
	TOTAL LABOR :		**$1,031,153.35**	**$105,000.00**	**$1,136,153.35**	***$670,876.86***
				Labor Subtotal=	$1,136,153.35	*$670,876.86*
				ODCs=	$8,400.00	*$4,872.00*
					$1,144,553.35	***$675,748.86***
					$1,144,553.35	***$675,748.86***

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Design Professional shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Design Professional, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Design Professional shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Design Professional shall maintain professional liability insurance appropriate to the Design Professional's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Design Professional's services or the termination of this Agreement. During this additional three (3) year period, Design Professional shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Design Professional shall maintain limits of professional liability insurance no less than $1,000,000 per occurrence.

B. Other Provisions. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

C. Other Requirements. Design Professional agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Design Professional furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Design Professional shall furnish certificates and endorsements from each subcontractor identical to those Design Professional provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Design Professional shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Design Professional's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

MEMORANDUM OF UNDERSTANDING

(Bundy Canyon Road/Scott Road Interchange Project)

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Wildomar and the City of Menifee (collectively referred to as "Parties;" individually referred to as "Party").

RECITALS

A. Prior to the incorporation of both Parties, the County of Riverside began preparation of an Environmental Impact Report ("EIR") for the proposed widening and realignment of portions of Bundy Canyon Road and Scott Road located between Cherry Street on the west and Haun/Zeiders Road on the east. ("Project") Bundy Canyon Road and Scott Road are east-west continuous roads that change names at Murrieta Road, which is located approximately 1.7 miles west of I-215.

B. The Project, which is approximately 6 miles in length, would widen the existing two lanes (i.e., one lane in each direction of travel) to a proposed four-lane roadway (i.e., two lanes in each direction), including a center striped median, left turn lanes at major intersections, signage, and the introduction of signalized intersections in some areas of the Project alignment.

C. Both Parties have a shared, mutual interest in the Project as it will improve safety and access along the Project alignment and will also improve the traffic handling capacity of the existing roadway through both cities.

D. The EIR is now completed and has not been certified. Now that the Project lies within the boundaries of the Parties, it is necessary to certify the EIR for the Project.

E. The Parties desire for the Project to move forward, and desire to memorialize the understanding between the Parties as to obligations to defend the certification of the EIR and the approval of the Project in the event an Action is filed.

OPERATIVE PROVISIONS

NOW THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Wildomar intends to act as Lead Agency for purposes of compliance with the California Environmental Quality Act and hold a hearing regarding the certification of the EIR for the Project.

2. In the event that the Project is challenged through the filing of a claim, demand, law suit, writ of mandamus, or other action or proceeding (whether legal, equitable, declaratory, administrative or adjudicatory in nature) ("Action"), the Parties agree to coordinate together and enter into a joint defense agreement to jointly defend any Action regarding the Project and/or the certification of the EIR for the Project. The

Parties agree that the joint defense agreement will establish the coordination of the Parties in the joint defense of any Action on the EIR and/or the Project and will establish that the Parties will equally share the costs and expenses, including attorneys' fees, of defending any such Action.

3. This MOU does not obligate either Party to fund or carry out the Project.

4. This MOU shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

5. If any provision of this MOU is deemed invalid or unenforceable, the balance of the MOU shall remain in full force and effect.

6. This MOU may be executed in counterparts by counsel for the Parties and will become effective and binding upon the Parties at such time as all of the signatories have executed a counterpart hereof.

7. Each Party hereto retains the right to prosecute and defend claims and/or settle any claim or any Action in its sole discretion.

8. Except as expressly set forth herein, nothing herein is intended to nor shall be deemed to obligate any Party to follow any particular course of action or to act other than in its own self-interest.

IN WITNESS WHEREOF, counsels for the Parties have executed this MOU as of the date noted below.

CITY OF WILDOMAR

Date: _____, 2014

_____
Gary Nordquist
City Manager

CITY OF MENIFEE

Date: _____, 2014

_____
Robert Johnson
City Manager

APPROVED AS TO FORM:

BURKE, WILLIAMS & SORENSEN. LLP

Date: _____, 2014

_____
Thomas D. Jex
City Attorney, City of Wildomar

ALESHIRE & WYNDER, LLP

Date: _____, 2014

_____
Julie Hayward Biggs
City Attorney, City of Menifee

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

PREPARED BY: Matt Bennett, Deputy City Engineer

SUBJECT: Construction Contract Award - Residential Slurry Seal Project FY13/14

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council:

1. Consider the bid of lowest bidder Pavement Coatings Co. to be non-responsive due to its failure to submit the required Bidder's Checklist (Section A) and the acknowledgments contained therein;

2. Accept the bid of the second lowest bidder, American Asphalt South, Inc. in the amount of $481,598.05 as the lowest responsive and responsible bidder; and

3. Authorize City Manager to execute a construction contract with American Asphalt South, Inc. in the amount of $481,598.05 for the Residential Slurry Seal Project FY 13/14. Staff further recommends the City Council authorize the City Engineer to approve change orders not to exceed 20% of the contract amount.

BACKGROUND:
The City has allocated Measure A funds in the amount of $660,000 for the Pavement Management Program, including the Residential Slurry Seal Project FY13/14.

The residential slurry seal project will rehabilitate 63 streets totaling about 10 miles of street with 1,765,000 square feet of slurry seal. The area of improvement is commonly referred to as the Windsong Tract.

The Residential Slurry Seal Project FY13/14 project was determined to be categorically exempt from further environmental review required by the California Environmental Quality Act, Section 15301(c) - Class 1 - Existing Facilities, because the project is resurfacing existing streets.

DISCUSSION:
The project was advertised for bids on August 6, 2014. The City Clerk received four (4) bids on Thursday, August 27, 2014 as follows:

Contractor Name	Bid Amount
Pavement Coatings Co.	$467,084.89
American Asphalt South, Inc.	$481,598.05
All American Asphalt	$483,520.00
Ray Allen Slurry	$595,429.05

The Engineer's Opinion of Construction Costs for these projects was $607,398.00.

Staff has reviewed the bid packages submitted by the bidders, checking the bid packages for compliance with the contract documents. The contract documents require the bidders to use and complete the furnished official proposal forms, filling in all blank spaces. The Bid Checklist specifically provided: "All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete." Among other things, the Bidder's Checklist required specific acknowledgements from bidders about understanding insurance requirements, familiarity with the project site and required work and timely completion of the work.

While Pavement Coatings Co. was the apparent low bidder, its bid packet failed to include the required Bid Checklist. Pavement Coatings Co. was the only bidder that failed to submit the completed Bidder's Checklist. As the Pavement Coatings Co.'s bid did not include the required Bidder's Checklist, staff recommends that it be deemed non-responsive.

The second low bidder, American Asphalt South, Inc. submitted a bid for $481,598.05. American Asphalt South, Inc. also noted the failure by Pavement Coatings Co. to submit the Bidder's Checklist. Staff considers American Asphalt South, Inc.'s submittal to be complete and to satisfy the requirements of the contract documents. Staff recommends that American Asphalt South, Inc. be accepted as the lowest responsive and responsible bidder.

American Asphalt South, Inc. holds a valid Class A General Contractor's license in the State of California, with no enforcement actions listed. Their license expires on September 30. 2016. The Experience/Qualifications Statement that was submitted with the bid documents indicate that American Asphalt South, Inc. has engaged in contracting under the current name for 13 years, and has never failed to satisfactorily complete a contract American Asphalt South, Inc. listed more than 50 similar projects with comparable size and scope of work performed from 2011 through 2014. These projects were completed for several cities in Los Angeles, Riverside, San Diego, Ventura, and San Luis Obisbo counties.

The contract allows 55 working days to complete the required work. Based on construction starting within 12 working days after this award, construction would start on September 29, 2014 and the contract time will expire on December 15, 2014.

FISCAL IMPACTS:
The Pavement Maintenance Program is funded by Measure A funds.

The Project expenditure summary is provided in the table below.

Project Expenditures	Budget	Expenditures to Date	Budget Remaining
Residential Slurry Seal Project FY13/14	$ 660,000	$ xxxx	$ xxxx
Total	**$ 660,000**	**$ xxxx**	**$ xxxx**

The budget remaining is adequate to fund construction management, construction, and construction contingency.

There is no fiscal impact to the City's General Fund.

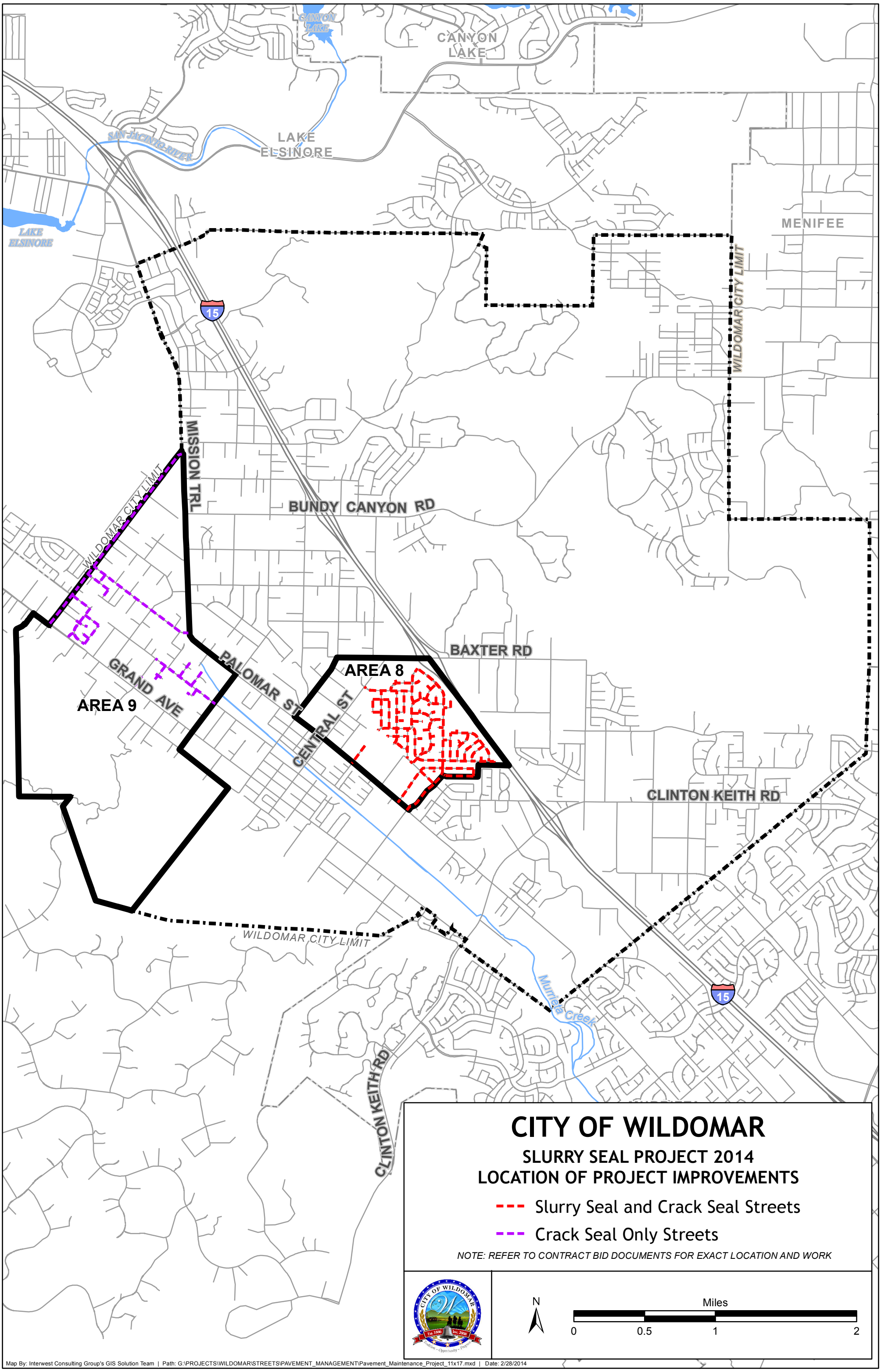
Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

A. Location of Project Improvements
B. American Asphalt South, Inc. Bid Package
C. Short-Form Construction Contract

ATTACHMENT A


CANYON LAKE
CANYON LAKE
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SAN JACINTO RIVER
LAKE ELSINORE
MENIFEE
WILDOMAR CITY LIMIT
15
MISSION TRL
WILDOMAR CITY LIMIT
BUNDY CANYON RD
BAXTER RD
AREA 8
AREA 9
GRAND AVE
PALOMAR ST
CENTRAL ST
CLINTON KEITH RD
WILDOMAR CITY LIMIT
Murrieta Creek
15
CLINTON KEITH RD
CITY OF WILDOMAR
SLURRY SEAL PROJECT 2014
LOCATION OF PROJECT IMPROVEMENTS
Slurry Seal and Crack Seal Streets
Crack Seal Only Streets
NOTE: REFER TO CONTRACT BID DOCUMENTS FOR EXACT LOCATION AND WORK
N
Miles
0
0.5
1
2
Map By: Interwest Consulting Group's GIS Solution Team | Path: G:\PROJECTS\WILDOMAR\STREETS\PAVEMENT_MANAGEMENT\Pavement_Maintenance_Project_11x17.mxd | Date: 2/28/2014

Appendix B
Location of Proposed Improvements
Slurry Seal Project 2014
City of Wildomar

				SLURRY SEAL			CRACK SEAL			BASE REPAIR			LEVELING COURSE (1" MAXIMUM)		
#	STREET NAME	BEGIN	END	WIDTH (LF)	LENGTH (LF)	AREA (SF)	WIDTH (LF)	LENGTH (LF)	AREA (SF)	WIDTH (LF)	LENGTH (LF)	AREA (SF)	WIDTH (LF)	LENGTH (LF)	AREA (SF)
1	AKIPA CT	WANKI AVE	CDS - END	33	439	14,487									
2	AKWO CIR	WOSHKA LN	CDS - END	33	195	6,435									
3	ARI CIR	WOSHKA LN	CDS - END	36	98	3,528									
4	ARNOLD LN	PALOMAR ST	CHARLES ST	32	1,458	46,656	32	100	3,200						
5	ASTER DR	TRILLIUM DR	TWINFLOWER AVE	36	989	35,604	36	100	3,600						
6	ATUPA AVE	NAVUT AVE	MOMAT AVE	36	658	23,688	36	40	1,440	3	46	138			
7	AWA CIR	HUNWUT DR	CDS - END	33	125	4,125			-			-			
8	BALSAM ST	TWINFLOWER AVE	TRILLIUM DR	36	1,017	36,612	36	100	3,600			-			
9	BIGLEAF LN	OAKMORE LN	RASPBERRY LN	36	450	16,200	36	150	5,400			-			
10	BILLIE ANN RD	588' S GEIRSON AVE	CERVERA RD	36	2,015	72,540	36	700	25,200			-			
11	BLUEBERRY LN	BILLIE ANN RD	RUTH AVE	37	488	18,056	37	200	7,400			-			
12	BOXWOOD CT	LARKSPUR DR	CDS - END	32	173	5,536	32	30	960			-			
13	CARISSA CT	TWINFLOWER AVE	CDS - END	32	222	7,104			-			-			
14	CERVERA RD	CENTRAL ST	PASHAL PL	40	1,764	70,560	40	150	6,000			-			
15	CHARLES ST	RUTH AVE	WOSHKA LN	29	314	9,106	29	150	4,350			-			
16	CHARLES ST	ARNOLD LN	FREDERICK ST	34	500	17,000			-			-			
17	CHIWI CIR	NAVUT AVE	CDS - END	33	150	4,950			-			-			
18	CHLOE CT	FREDERICK ST	CDS - END	32	612	19,584			-			-			
19	EMPIRE PENGUIN RD	OCTOPUS LN	FREDERICK ST	32	1,191	38,112	32	145	4,640			-			
20	FREDERICK ST	MOMAT AVE	TEIL GLEN RD	41	2,706	110,946			-			-	25	2,506	62,650
21	FREDERICK ST	TEIL GLEN RD	CHARLES ST	40	693	27,720	40	175	7,000			-			
22	FREDERICK ST	CHARLES ST	PALOMAR ST	36	1,367	49,212	36	160	5,760			-			
23	GATU CT	NAVUT AVE	CDS - END	33	314	10,362			-	3	43	129			
24	GIERSON AVE	WANKI AVE	END	36	1,323	47,628			-			-	20	1,100	22,000
25	GLEN LN	BILLIE ANN RD	CERVERA RD	33	992	32,736	33	200	6,600			-			
26	GOLDFIELD ST	TRILLIUM DR	END	36	91	3,276			-			-			
27	HUNWUT DR	CERVERA RD	CDS - END	33	1,276	42,108	33	300	9,900			-			
28	JASMINE AVE	FREDERICK ST	BALSAM ST	36	235	8,460			-			-			
29	KISH CIR	TEMET ST	CDS - END	33	218	7,194			-			-			
30	KOLO CT	WOSHKA LN	CDS - END	33	228	7,524			-			-			
31	KUKA CIR	WOSHKA LN	CDS - END	33	275	9,075			-			-			
32	KUNA CT	ATUPA AVE	CDS - END	33	213	7,029	33	35	1,155			-			
33	LARKSPUR DR	TRILLIUM DR	TWINFLOWER AVE	36	1,144	41,184	36	125	4,500			-			
34	MARSH LN	RASPBERRY LN	GIERSON AVE	36	1,053	37,908	36	150	5,400			-			
35	MOMAT AVE	PASHAL PL	FREDERICK ST	41	1,416	58,056	41	400	16,400			-			
36	NAKI CIR	WOSHKA LN	CDS - END	33	156	5,148			-			-			
37	NAVUT AVE	WANKI AVE	FREDERICK ST	37	1,157	42,809			-	3	225	675	20	950	19,000
38	OAKMORE LN	BIGLEAF LN	PRAIRE RD	36	302	10,872			-			-			
39	OCTOPUS LN	TEIL GLEN RD	EMPIRE PENGUIN RD	32	256	8,192			-			-			
40	PASHAL PL	WANKI AVE	MOMAT AVE	41	1,283	52,603			-	10	51	510	20	1,000	20,000
41	PAVLA CT	TEMET ST	CDS - END	33	321	10,593			-			-			
42	PAWI CT	FREDERICK ST	CDS - END	33	220	7,260	33	200	6,600			-			

Appendix B
Location of Proposed Improvements
Slurry Seal Project 2014
City of Wildomar

				SLURRY SEAL			CRACK SEAL			BASE REPAIR			LEVELING COURSE (1" MAXIMUM)		
#	STREET NAME	BEGIN	END	WIDTH (LF)	LENGTH (LF)	AREA (SF)	WIDTH (LF)	LENGTH (LF)	AREA (SF)	WIDTH (LF)	LENGTH (LF)	AREA (SF)	WIDTH (LF)	LENGTH (LF)	AREA (SF)
43	PRAIRIE RD	GIERSON AVE	CERVERA RD	36	1,372	49,392	36	200	7,200			-			
44	QUAI CIR	FREDERICK ST	CDS - END	33	161	5,313	33	200	6,600			-			
45	QUEENSBURY CT	BILLIE ANN RD	CDS - END	33	275	9,075			-			-			
46	RASPBERRY LN	BIGLEAF LN	MARSH LN	36	612	22,032			-			-			
47	RUTH AVE	CHARLES ST	GIERSON AVE	37	1,025	37,925	37	150	5,550			-			
48	SEA LION CT	TEIL GLEN RD	CDS - END	36	178	6,408			-			-			
49	SHOWUT AVE	WOSHKA LN	FREDERICK ST	37	933	34,521	37	500	18,500			-			
50	SHUIS CIR	NAVUT AVE	CDS - END	33	320	10,560			-	3	43	129			
51	SOUTH PASADENA ST	PALOMAR ST	CDS - NORTH END	30	884	26,520	30	100	3,000			-			
52	SUNFLOWER WAY	TRILLIUM DR	TWINFLOWER AVE	32	777	24,864			-			-			
53	SUPA CT	WANKI AVE	CDS - END	33	290	9,570			-			-			
54	TEIL GLEN RD	OCTOPUS LN	FREDERICK ST	32	1,158	37,056	32	200	6,400			-			
55	TEIL GLEN RD	FREDERICK ST	CHARLES ST	36	876	31,536			-			-			
56	TEMET ST	WANKI AVE	WOSHKA LN	37	866	32,042	37	300	11,100			-			
57	TRILLIUM DR	BALSAM ST	TWINFLOWER AVE	36	2,092	75,312	36	300	10,800			-			
58	TWINFLOWER AVE	SUNFLOWER WAY	CDS - END	36	900	32,400			-			-			
59	TWINFLOWER AVE	FREDERICK ST	SUNFLOWER WAY	36	1,100	39,600	36	200	7,200			-			
60	UNGA CIR	HUNWUT DR	CDS - END	33	147	4,851			-			-			
61	WANKI AVE	WOSHKA LN	NAVUT AVE	36	2,142	77,112	36	900	32,400			-			
62	WEATHERLY CT	BILLIE ANN RD	CDS - END	33	701	23,133	33	65	2,145			-			
63	WOSHKA LN	CHARLES ST	FREDERICK ST	37	2,310	85,470	37	800	29,600			-			
			TOTALS:			**1,762,470**			**269,600**			**1,581**			**123,650**

ATTACHMENT B

PART II. BIDDING DOCUMENTS

SECTION A.

BIDDER'S CHECKLIST

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. The City of Wildomar reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of bidder's Experience/Qualifications and past work history with the City.

The bidders' attention is especially called to the following forms which must be executed in full as required:

A-1. Bid Schedule and Bid Form

Bid Schedule

The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: L.S. Date: 08/27/14

Bid Form

To be filled in and signed by the bidder.

Initial: L.S. Date: 08/27/14

A-2. Bond Accompanying Bid

This bond is to be executed by the bidder and the surety company unless bid is accompanied by cash or certified check. The amount of this bond shall be not less than ten (10) percent of the total amount bid and may be shown in dollars or on a percentage basis.

Initial: L.S. Date: 08/27/14

A-3. Non-Collusion Affidavit

A Non-Collusion Affidavit must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: L.S. Date: 08/27/14

A-4. Experience/Qualifications

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: L.S. Date: 08/27/14

A-5. Designation of Subcontractors

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: LS Date: 08/27/14

A-6. Insurance Requirements

Part III, Section 22 of the Agreement for Construction Services, for this project have been read and understood.

Initial: L.S. Date: 08/27/14

A-7. Project Inspection

The bidder certifies that he has toured the project site and is familiar with the work involved.

Initial: L.S. Date: 08/27/14

A-8. Bond Requirements

The bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100.0%) of the Contract amount will be required. A payment bond equaling one hundred percent (100.0%) of the Contract amount will also be required.

Initial: L.S. Date: 08/27/14

A-9. Completion

The City makes no guarantee as to the method of work chosen by the bidder. It is the bidder's responsibility to plan and schedule the work in order to complete the work in the time specified.

Initial: L.S. Date: 08/27/14

A-10. Addenda

The bidder acknowledges that he must sign and attach any applicable addenda to the bid proposal.

Initial: L.S. Date: 08/27/14

SECTION B.

BID PROPOSAL FORM

Proposal To: The Honorable Mayor and City Council

City of Wildomar

Wildomar, California

The undersigned bidder hereby proposes to furnish and deliver all necessary labor, tools, material, tax, transportation, services, equipment and other means of construction to perform the work required for the completion of the project entitled Residential Slurry Seal FY13/14 Project in accordance with the plans, specifications and other contract documents, together with all Addenda issued by the City of Wildomar prior to the opening of the bid proposals, if any, now on file at the office of the City Clerk located at 23873 Clinton Keith Road, Suite 201, Wildomar, California 92595. The amount set forth on the Bid Schedule includes all labor, materials, transportation and services necessary to complete said work, including State of California and local sales or use taxes, license or permit fees, if any.

Said bidder declares that it has read the accompanying Invitation to Bid and Instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all contract documents, drawings and addenda issued by the City, and that it will contract with the City to construct and complete the project in satisfactory condition, has completed the Bidder's checklist and all other bid documents set forth in Part II, Sections B through G.

If awarded the Contract, the bidder expressly agrees to begin work not later than fifteen (15) days after being notified in writing by the City Engineer to commence work on the project. The Bidder further agrees to complete all work required under the Contract within FIFTY-FIVE (55) working days, as that term is defined in Section 4 of the Agreement, upon the issuance of the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule.

The bidder acknowledges it understands that a waiting period from time of bid opening until award may be sixty (60) days during which time the bid may not be withdrawn. The bidder further acknowledges that it has adjusted the bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

As provided in the Bidder's Checklist, enclosed is a ( ) cash deposit, ( ) cashier's check, (X) surety bid bond ( ) certified check (check as appropriate) in an amount of not less that ten percent (10.0%) of the amount of the bid. If a bid bond was submitted, the name of the Surety is The Guarantee Company of North America USA in an amount not less than ten percent (10%) of the amount bid. If the enclosure is a check or bond, it is made payable to the City of Wildomar.

The undersigned bidder agrees that the enclosed cash deposit, cashier's check, certified check or surety bond accompanying this proposal, shall be left on deposit with the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of cost,

and publication of notice are paid. The undersigned bidder further agrees that this amount is the measure of the liquidated damages which the City will sustain by the default of the undersigned through failure to execute and deliver the above agreement and bonds within ten (10) days of written notice of the award of the contract to the undersigned and that the money or surety bond so deposited shall be collectible and become the property of the City in case of such default.

As required by the Public Contract Code section 4104, the subcontractors listed on the Designation of Subcontractors form constitute each subcontractor and the address and location of place of business of the mill, shop or office of each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described in excess of one-half of one percent (0.5%) of the total bid or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars ($10,000.00), whichever is greater, and the portion of said work which will be done by each subcontractor, if the contract for the said work is awarded to the undersigned.

All bidders shall complete all of the following:

Contractor's Name (Printed): American Asphalt South, Inc.

Bidders Signature: Lyle Stone

Bidder's Name (Printed): Lyle Stone

Bidders Title: Secretary

Address: 14436 Santa Ana Avenue, Fontana 92337

Phone Number: (909) 427-8276

Date: August 27th, 2014

Contractor's License Number: 784969

Contractor's License Classification: A

Contractor's License Exp. Date: 09/30/2014

(NOTE TO BIDDERS: No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

SECTION C.

BID SCHEDULE

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the City Engineer. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

Residential Slurry Seal FY13/14					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
1	Water Pollution Control Program	LS	1	2,500.00	2,500.00
2	Traffic Control System	LS	1	18,500.00	18,500.00
3	Public Notification	LS	1	5,000.00	5,000.00
4	Slurry Seal Type II	SF	1,762,470	0.14	246,745.80
5	Leveling Course (1")	SF	123,650	0.74	91,501.00
6	Crack Seal	SF	269,600	0.25	67,400.00
7	Structural Pavement Grid	SF	300	3.30	990.00
8	Base Repair – Remove and Replace with AC, Type A (6" Depth)	SF	1,581	8.60	13,596.60
9	Adjust Utility Frame and Cover to Grade	EA	61	325.00	19,825.00
10	Thermoplastic Traffic Striping – 12-Inch White	LF	776	3.65	2,832.40
11	Thermoplastic Traffic Striping – 12-Inch Yellow	LF	185	3.65	675.25
12	Thermoplastic Pavement Marking – "Signal Ahead"	EA	1	495.00	495.00
13	Thermoplastic Pavement Marking – "Dip"	EA	2	200.00	400.00

Residential Slurry Seal FY13/14					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
14	Thermoplastic Pavement Marking – "Stop"	EA	38	245.00	9,310.00
15	Thermoplastic Pavement Marking – "School" (Yellow)	EA	4	325.00	1,300.00
16	Pavement Markers	EA	124	4.25	527.00
				TOTAL BID PRICE	481,598.05

** The basis of comparison of bids shall be by evaluation of the TOTAL BID PRICE

Note: L.S. = Lump Sum

Contractor's Name (Printed): American Asphalt South, Inc.

Bidders Signature: [signature]

Bidders Name (Printed): Kyle Stone

(Same Signature as on Proposal)

Bidders Title: Secretary

Date: August 27th, 2014

SECTION D.

BIDDER'S BOND

We American Asphalt South, Inc. as Principal, and The Guarantee Company of North America USA as Surety are bound unto the City of Wildomar, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for Residential Slurry Seal Project FY 13/14

(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at Office of the City Clerk, City of Wildomar
(Insert place where bids will be opened)

2:00pm on Thursday, August 27th, 2014

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: August 14th, 2013 14

American Asphalt South, Inc.

By _____
Principal Lyle Shaw, Secretary

Business Address 14436 Santa Ana Avenue
Fontana, CA 92337

The Guarantee Company of North America USA

*By _____
Surety

Business Address 1 Towne Square, Suite 1470
Southfield, MI 48076

CERTIFICATE OF ACKNOWLEDGMENT

City of Wildomar

County of _____ SS

On this _____ day of _____ in the year 2013____ before me, a notary public in and for the county and state aforesaid, personally appeared _____
Attorney-in-Fact
known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of _____, and acknowledgment to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL) **SEE ATTACHED CALIFORNIA NOTARY ACKNOWLEDGMENT**
Notary Public

***Note: The signature of the Surety must be done before a Notary Public and acknowledgements with appropriate seals attached hereto. Also the Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Butte

On August 14, 2014 before me, A. Abney, Notary Public
(Here insert name and title of the officer)

personally appeared Elizabeth Collodi,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

A. ABNEY
COMM. # 2016131
NOTARY PUBLIC · CALIFORNIA
COUNTY OF BUTTE
Comm. Expires MAR. 29, 2017

ARS3 ARS3

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond
(Title or description of attached document)

American Asphalt South, Inc.
(Title or description of attached document continued)

Number of Pages 1 Document Date 08/14/14

The Guarantee Company of North America USA
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must he properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - *.- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - *.- Indicate title or type of attached document, number of pages and date.
  - *.- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Susan Lee, Barbara Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Patricia M. Simas
Interwest Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Sr. Vice President, COO

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 14th day of August, 2014

Randall Musselman, Secretary

SECTION E.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

I, the undersigned, an authorized representative of American Asphalt South, Inc., being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name (Printed): American Asphalt South, Inc.

Bidders Signature: _____
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): Lyle Stone

Bidders Title: Secretary

Date: August 27th, 2014

Subscribed and sworn to before me

this 27th day of August, 2013.

_____
Signature of Notary Public

JERI MARIE GRANT
COMM. # 2031882
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires June 30, 2017

SECTION F.

EXPERIENCE/QUALIFICATIONS STATEMENT

The bidder has been engaged in the contracting business, under the present business name for 13 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 25 years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
	See Attached List		

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
3	Road Saver Slurry Machines	Good	Fontana, CA
1	Crafco Crack Seal Machine	Good	Fontana, CA

Contractor's Name (Printed): American Asphalt South, Inc.

Bidders Signature: Lyle Stone

Bidders Name (Printed): Lyle Stone
(Same Signature as on Bid Proposal Form)

Bidders Title: Secretary

Date: August 27th, 2014

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
CITY OF ALISO VIEJO SHAUN PELLETIER (949)425-2533	FY 2010-11 SLURRY SEAL AND REHABILITATION PROJECT: 2010-064	$544,460.48	Jun-11
TOWN OF APPLE VALLEY RICHARD PEDERSEN (760)240-7000 X7352	MICRO SURFACE 2010-11 PROJECT NO. 2010-04	$955,797.23	Jun-11
CITY OF WALNUT NATALIE AVILA (909)594-9702	2010-11 MAINTENANCE AREA 4 SLURRY SEAL PROGRAM	$556,264.98	Jun-11
CITY OF RAN. CUCAMONGA ROMEO DAVID (909)477-2740 X4070	FY 2010/2011 LOCAL STREET PAVEMENT REHABILITAION (SLURRY SEAL) AT VARIOUS LOCATIONS	$271,582.40	Jul-11
CITY OF STANTON DANE BENNETT (714)379-9222 X205	FY 10-11 SLURRY SEAL PROJECT	$159,200.00	Jun-11
CITY OF NEWPORT BEACH ALFRED CASTANON (949)644-3314	2010-2011 CITYWIDE SLURRY SEAL	$553,416.42	Sep-11
CITY OF EL CAJON MIKE DUDAS (619)441-1763	STREET RESURFACING 09 RUBBERIZED SLURRY VARIOUS STREETS	$636,822.86	Jul-11
CITY OF CLAREMONT VINCENT RAMOS (909)399-5395	RESIDENTIAL STREET RESURFACING	$903,221.17	Aug-11
CITY OF LA MESA MATT SOUTTERE (619)667-1171	ANNUAL STREET MAINTENANCE CITYWIDE-CRACK SEALING AND RUBBERIZED SLURRY COATING OF VARIOUS STREETS	$461,795.00	Aug-11

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
CITY OF ONTARIO GARY HARMS (909)395-2130	CITY OF ONTARIO 2011 SLURRY SEAL AND BRIDGE REPAIR PROJECT	$997,809.30	Aug-11
CITY OF POWAY JEFF BEERS (858)668-4624	2011-2012 SLURRY SEAL AND TERMINAL BLEND CHIP SEAL PROJECT	$1,007,239.43	Oct-11
CITY OF VILLA PARK JOE O'NEILL (714)998-1500	STREET MAINTENANCE PROJECT FY 2010-2011	$259,971.45	Jul-11
CITY OF TEMECULA CHRIS WHITE (951)308-6388	CITYWIDE SLURRY SEAL FY 2010-11 PROJECT NO. PW11-02	$318,235.49	Aug-11
CITY OF LA QUINTA LEONARD ST. SAUVER (760)777-7048	FISCAL YEAR 2010/2011 SLULRRY SEAL PROGRAM	$876,303.09	Sep-11
CITY OF CORONADO JIM NEWTON (619)522-7313	STREET PREVENTIVE MAINTENANCE FY 2010-2011 PROJECT; 10-CO-ES-438	$194,085.20	Sep-11
CITY OF YUCAIPA CHARLES COLLETT (909)797-2489	2011-2012 MICRO-SURFACING PROGRAM	$44,184.74	Sep-11
CITY OF GLENDALE ANDRE HAGHVERDIAN (818)548-3970	FISCAL YEAR 2010-2011 SLURRY SEAL PROGRAM	$504,090.86	Oct-11
CITY OF ARROYO GRANDE MICHAEL LINN (805)473-5444	2011 STREET RESURFACING PROJECT PW 2011-06	$500,804.90	Dec-11

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
CITY OF DOWNEY KEITH HOEY (562)622-5898	SLURRY SEAL PROJECT AREA "B" & REMAINDER OF AREA "A"; CASH CONTRACT NO. SS 633	$269,111.75	Nov-11
CO. OF SAN BERNARDINO NIDHAM AL-RAYES (909)387-1831	BIG BEAR & MOONRIDGE AREA SLURRY SEAL	$131,042.64	Nov-11
DE LUZ COMMUNITY ROB HOLMES (951)696-0060 X204	2011 CRACK AND SLURRY SEAL PROJECT	$219,827.00	Nov-11
CITY OF LOMPOC MICHAEL LUTHER (805)875-8272	2011 SLURRY SEAL PROJECT; CITY PROJECT NO. FY-11-S-3	$901,168.02	Jan-12
CITY OF RAN. CUCAMONGA ROMEO DAVID (909)477-2740 X4070	FY 2011/2012 LOCAL STREET PAVEMENT REHABILITATION (SLURRY SEAL) AT VARIOUS LOCATIONS	$353,144.85	Dec-11
CITY OF MURRIETA KEN BURRIS (951)461-6028	TIRE RUBBER MODIFIED SLURRY SEAL (TRMSS) DEMONSTRATION PROJECT	$66,937.41	Dec-11
CITY OF LOMA LINDA ELEAZAR RUBALCAVA (909)799-4440	PAVEMENT REHABILITATION BY SLURRY SEAL METHOD AT REDLANDS BLVD, MT. VIEW AVE, BEAUMONT AVE AND POPLAR AVE	$288,149.24	Dec-11
CITY OF SAN DIEGO KIM LASELLE (619)527-5455	FY "10 GROUP V SLURRY SEAL PROJECT K-11-5268-DBB-C	$2,493,474.94	Mar-12
CITY OF SAN DIEGO KIM LASELLE (619)527-5455	FY "10 GROUP VI SLURRY SEAL PROJECT K-11-5269-DBB-C	$1,683,521.22	Mar-12

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
CITY OF SAN DIEGO KIM LASELLE (619)527-5455	FY "10 GROUP III SLURRY SEAL PROJECT K-11-5324-DBB-C	$1,912,819.15	Apr-12
COUNTY OF ORANGE TED DANG (714)667-8831	CRACK SEAL OF VARIOOUS STREETS FY 2011-12	$159,726.40	Apr-12
COUNTY OF RIVERSIDE WARD MAXWELL (951)955-8614	SLURRY SEAL PROJECT FOR FISCAL YEAR 2011/2012	$1,423,280.77	May-12
CITY OF SAN DIEGO KIM LASELLE (619)527-5455	FY "11 GROUP VI SLURRY SEAL PROJECT K-11-5269-DBB-C	$2,743,246.27	Sep-12
CITY OF SAN DIEGO KIM LASELLE (619)527-5455	FY "11 GROUP VII SLURRY SEAL PROJECT K-11-5471-DBB-C	$3,012,363.16	Sep-12
CITY OF SAN DIEGO KIM LASELLE (619)527-5455	FY "11 GROUP VIII SLURRY SEAL PROJECT K-11-5472-DBB-C	$3,004,461.96	Sep-12
CITY OF ALISO VIEJO SHAUN PELLETIER (949)425-2533	FY 2011-12 SLURRY SEAL AND REHABILITATION	$637,625.36	May-12
CITY OF CORONADO KATIE ODIORNE (619)522-7384	STREET PREVENTIVE MAINTENANCE FY 11/12 PROJECT	$233,096.60	May-12
COUNTY OF SAN BERN. GARY MARTIN (760)962-1521	TYPE II SLURRY SEAL AT EQUESTRIAN TRACT 8032 IN COUNTY SERVICE AREA 64	$51,019.36	May-12

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
CITY OF LA MESA MATT SOUTTERE (619)667-1171	ANNUAL STREET MAINTENANCE CITYWODE CRACKSEAL & RUBBERIZED SLURRY SEAL	$659,996.51	Jun-12
CITY OF R.SANTA MARG. MARC FERNANDEZ (949)635-1800 X6506	SLURRY SEAL PROGRAM FISCAL YEAR 11-12 (ZONE 2)	$260,182.00	Jun-12
CITY OF TEMECULA CHRIS WHITE (951)694-6411	CITYWIDE SLURRY SEAL PROJECT FY2011-2012 NO. PW11-09	$763,223.04	Aug-12
CITY OF SEAL BEACH CESAR RANGEL (562)431-2527 X1328	2012 ANNUAL SLURRY SEAL PROJECT	$99,569.14	Aug-12
CITY OF ONTARIO GARY HARMS (909)395-2130	2012 SLURRY SEAL PROGRAM AND BRIDGE REPAIR	$1,134,077.69	Aug-12
CITY OF MURRIETA KEN BURRIS (951)461-6028	CITYWIDE SLURRY SEAL PROJECT	$1,598,256.35	Sep-12
CITY OF NEWPORT BEACH ALFRED CASTANON (949)644-3311	11-12 CITYWIDE SLURRY SEAL	$722,240.20	Aug-12
CITY OF PORT HUENEME KIT NELL (805)986-6500	FY 12-13 STREET REHABILITATION	$418,048.13	Sep-12
CITY OF POWAY JEFF BEERS (858)668-4624	2012-2013 SLURRY SEAL AND HOT RUBBER CHIP SEAL PROJECT	$1,307,848.03	Oct-12

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
CITY OF ARROYO GRANDE MICHAEL LINN (805)473-5444	2012 STREET RESURFACING PROJECT	$573,475.53	Oct-12
CITY OF SAN CLEMENTE GARY VOBORSKY (949)361-6132	FY 2012 & 2013 SLURRY SEAL PROGRAM PROJECT NO. 27304	$443,775.95	Apr-13
CITY OF YUCAIPA CHUCK COLLETTE (909)797-2489	2012-2013 MICRO-SURFACING PROGRAM	$108,908.70	Feb-13
CITY OF VICTORVILLE CELESTE CALDERON (6=760)955-5082	2012 CRACK & SLURRY SEAL PROJECT	$84,989.35	Oct-12
DE LUZ COMM. ASSOC. ROB HOLMES (951)696-0060 X204	2012 SUMMER SLURRY SEAL PROJECT	$387,980.00	Nov-12
CITY OF LYNWOOD FRANK SANCHEZ (310)603-0220 X817	SLURRY SEAL IMPROVEMENTS AT VARIOUS LOCATIONS	$558,694.17	Nov-12
CITY OF DELANO ED GALERO (661)720-2221	2012 SLURRY SEAL PROJECT	$234,569.19	Dec-12
CITY OF SIGNAL HILL ANTHONY CARAVEO (562)989-7352	2013 PAVEMENT MANAGEMENT PROJECT NO. 688	$327,183.70	Nov-12
COUNTY OF RIVERSIDE WARD MAXWELL (951)955-8614	SLURRY SEAL PROJECT FOR FISCAL YEAR 2011/2012; PROJECT NO. C2-0006 & PROJECT NO. C2-0008	$2,166,097.72	Dec-12

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
CITY OF CLAREMONT VINCENT RAMOS (909)399-5395	RESIDENTIAL STREET SLURRY C.I.P. 2012-4	$903,319.85	Jan-13
CITY OF DOWNEY KEITH HOEY (562)622-5898	CASH CONTRACT NO. S.S. 638 SLURRY SEAL PROJECT AREA "C"	$244,268.88	Dec-12
CITY OF PASADENA ELVIN JIANG (626)744-6912	SLURRY SEAL OF STREETS-2012	$371,882.91	Jan-13
BELL CANYON ASSOCIATION CAROL HENDERSON (818)346-9879	2012 SLURRY SEAL PROJECT, PHASE I	$111,237.00	Feb-13
CITY OF MENIFEE RUDY LUNA (951)672-6777	2012 SLURRY SEAL PROJECT, PHASE I	$351,372.50	Feb-13
CITY OF EL SEGUNDO FLORIZA RIVERA (310)524-2360	2011-2012 FURNISHING AND APPLICATION OF SLURRY SEAL ON VARIOUS STREETS	$320,231.08	Mar-13
CITY OF SAN FERNANDO PATSY OROZCO (818)898-1224	CITYWIDE SLURRY SEAL PROGRAM FY 2011/12	$351,009.00	Mar-13
CITY OF MORENO VALLEY QUANG NGUYEN (951)413-3159	SUNNYMEAD RANCH PARKWAY SLURRY SEAL	$82,475.00	Feb-13
CITY OF RIALTO EDDIE CHAN (909)820-2651	2012/2013 ANNUAL SLURRY SEAL PROJECT CITY PROJECT NO. 130806	$631,893.22	Apr-13

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
CITY OF SAN DIEGO KIM LASELLE (619)527-5455	FY'12 GROUP I SLURRY SEAL	$2,666,996.31	Jun-13
CITY OF SAN DIEGO KIM LASELLE (619)527-5455	FY'13 GROUP I SLURRY SEAL-OPTION	$1,979,496.46	Jun-13
CITY OF PALM DESERT RYAN GAYLER (760)346-0611	2013 CITYWIDE SLURRY SEAL PROJECT	$1,076,060.39	May-13
CITY OF CORONADO DAVE JOHNSON (619)522-2425	STREET PREVENTIVE MAINTENANCE FY 2012-2013 PROJECT	$199,249.10	May-13
CITY OF EL CAJON MIKE DUDAS (619)441-1763	STREET RESURFACING 12, RUBBERIZED SLURRY VARIOUS STREETS	$433,939.19	Jun-13
CITY OF LA MESA DIRK EPPERSON (619)607-1171	2013 SLURRY SEAL PROJECT	$653,567.27	Jun-13
SAN BERN COUNTY HAILE FORD (909)387-7936	SAN ANTONIO HEIGHTS SLURRY SEAL	$348,871.21	Jun-13
TOWN OF APPLE VALLEY RICHARD PEDERSEN (760)240-7000 X7352	MICROSURFACE 2012-13, SPRING 2013	$969,999.89	Jul-13
CITY OF SAN DIEGO KIM LASELLE (619)527-5455	FY"13 GROUP 10 OPTION	$2,453,903.14	Dec-13

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
CITY OF SAN DIEGO KIM LASELLE (619)527-5455	FY"13 GROUP 11 OPTION	$2,222,972.25	Dec-13
CITY OF SAN DIEGO KIM LASELLE (619)527-5455	FY"13 GROUP 12 OPTION	$2,660,271.30	Dec-13
TOWN OF APPLE VALLEY RICHARD PEDERSEN (760)240-7000 X7352	MICROSURFACE 2013-14, SUMMER 2013	$969,999.91	Jul-13
SAN BERN COUNTY HAILE FORD (909)387-7936	FONTANA SLURRIES	$89,726.40	Jul-13
CITY OF TEMECULA KENDRA HANNA-MEISTRELL (951)694-6411	CITYWIDE SLURRY SEAL PROJECT FISCAL YEAR 2012-13	$500,549.94	Sep-13
CITY OF PORT HUENEME KIT NELL (805)986-6500	FY 13-14 STREET REHABILITATION	$505,855.00	Aug-13
CITY OF ATASCADERO RUSSELL THOMPSON (805)461-5000	2013 MICRO SURFACING	$453,820.20	Oct-13
CITY OF STANTON QUANG LE (714)890-4204	FY 13-14 SLURRY SEAL PROJECT	$160,846.50	Nov-13
CITY OF LOMPOC CRAIG DIERLING (805)875-8224	3-STEP, CAPE SEAL & SLURRY SEAL PROJECT CITY PROJECT NO. FY-12-S-3	$1,142,039.76	Nov-13

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
CITY OF GOLETA ALAN CHIERICI (805)966-2224	2013-2014 PAVEMENT REHABILITATION-SLURRY SEAL	$312,050.50	Oct-13
CITY OF PICO RIVERA ENRIQUE CHAVEZ (562)801-2436	RESIDENTIAL RESURFACING PROGRAM (RRP), PHASE "E"-SLULRRY SEAL	$327,345.50	Oct-13
COUNTY OF RIVERSIDE WARD MAXWELL (951)955-8614	SLURRY SEAL PROJECT FOR FISCAL YEAR 2012/2013	$1,221,552.17	Oct-13
CITY OF CLAREMONT VINCENT RAMOS (909)399-5395	RESIDENTIAL STREET SLURRY	$956,393.63	Jan-14
CITY OF ARROYO GRANDE MICHAEL LINN (805)473-5444	2013 STREET RESURFACING PROJECT	$294,557.15	Dec-13
CITY OF YUCAIPA CHUCK COLLETTE (909)797-2489	2013-2014 MICROSURFACING PROGRAM	$129,279.46	Jan-14
CITY OF YUCAIPA CHUCK COLLETTE (909)797-2489	2013-2014 SLURRY SEAL PROGRAM	$240,951.82	Jan-14
CITY OF JURUPA VALLEY MIKE MYERS (951)332-6464	LINARES AVENUE AREA PAVEMENT REHABILITATION PROJECT	$398,277.31	Nov-13
CITY OF ONTARIO GARY HARMS (909)395-2130	FY 2012/2013 SLURRY SEAL PROGRAM	$977,066.00	Dec-13

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
COUNTY OF VENTURA RAJ CHIKKIAH (805)654-3987	PAVEMENT REJUVENATION-COUNTY WIDE (PHASE I)	$455,999.09	Jan-14
METROPOLITAN WATER RICK WULF (213)217-7356	GENE PUMPING PLANT EMULSIFIED ASPHALT SLURRY SEAL	$62,244.00	Dec-13
CITY OF MORO BAY JARROD WHELAN (805)772-6564	3-LAYER CAPE & MICROSURFACING PROJECT	$243,067.30	Dec-13
CITY OF RIALTO EDDIE CHAN (909)820-2651	2013/2014 ANNUAL SLURRY SEAL/PARKING LOTS RESURFACING PROJECT	$1,000,697.32	Apr-14
INDIAN PALMS C.C. NICK NICKERSON (760)323-5344	PRIVATE ROADWAY MAINTENANCE-SLURRY SEAL	$200,868.50	Apr-13
CITY OF NORCO LORI ASKEW (951)270-5678	VARIOUS STREETS SLURRY SEAL PROJECT	$47,395.00	Mar-14
CITY OF WALNUT NATALIE AVILA (909)594-9202	2013-2014 MAINTENANCE AREA 2 SLURRY SEA PROGRAM	$720,275.03	May-14
CITY OF ALISO VIEJO CHRIS TANIO (949)425-2531	FY 2013-14 SLURRY SEAL AND REHABILITAION	$596,216.08	May-14
CITY OF R. SAN. MARGARITA E. (MAX) MAXIMOUS (949)635-1805	ANNUAL RESIDENTIAL SLURRY SEAL (FY 2014-2014) AND ANTONIO PARKWAY SLURRY SEAL	$318,612.90	May-14

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
COUNTY OF RIVERSIDE WARD MAXWELL (951)955-8614	SLURRY SEAL PROJECT FOR FISCAL YEAR 2012/2013	$1,319,183.72	Jun-14
CITY OF CARLSBAD JON SCHAUBLE (760)602-2762	2013 SLURRY SEAL PROJECT	PENDING	Jul-14
CITY OF LA MESA BRYANT HILL (619)667-1478	2014 SLURRY PROJECT	PENDING	Jul-14
CITY OF RANCO CUCAMONGA ROMEO DAVID (909)477-2740 EXT 4070	FY 2013/2014 LOCAL STREET PAVEMENT REHAB-SLURRY SEAL OF VARIOUS STREETS	PENDING	
CITY OF ONTARIO GARY HARMS (909)395-2130	FY 2013/2014 COLLECTOR/ARTERIAL, LOCAL AND CDBG-FUNDED SLURRY SEAL PROGRAM	PENDING	IN PROGRESS
CITY OF MURRIETA JASON MORRELL (951)461-6400	CITYWIDE SLURRY SEAL PROJECT CITY PROJECT NO. 13-376; CIP NO. 8137	PENDING	IN PROGRESS
CITY OF NEWPORT BEACH ALFRED CASTANON (949)644-3311	2013-2014 CITYWIDE SLURRY SEAL	PENDING	IN PROGRESS

SECTION G.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways including bridges in excess of one-half of one percent (0.5%) of the Contractor's total bid of ten thousand dollars ($10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

SUBCONTRACTOR (Name & Location)	PORTION OF WORK / AMOUNT ($)
EBS Utilities Adjusting, Inc. 1320 East 6th St, Suite 100, Corona, CA 92879	Adjust utilities to grade / $18,300.00
Hardy & Harper, Inc. 1312 E. Warner Ave, Santa Ana, CA 92705	AC Work / $ 103,000.00
Cal-Stripe 2040 East Steel Rd, Colton, CA 92324	Striping / $ 14,239.15

Contractor's Name (Printed): American Asphalt South, Inc

Bidders Signature: [signature]

Bidders Name (Printed): Lyle Stone

(Same Signature as on Bid Proposal Form)

Bidders Title: Secretary

Date: August 27th, 2014

ATTACHMENT C

SHORT-FORM CONSTRUCTION CONTRACT
BETWEEN
THE CITY OF WILDOMAR
AND
American Asphalt South, Inc.

This Agreement for Construction Services ("Agreement"), is made and entered into this ___ day of _____, 20 __, by and between the City of Wildomar, a California municipal corporation organized under the laws of the State of California with its principal place of business at 23873 Clinton Keith Road, Suite 201, Wildomar, California ("City") and **American Asphalt South, Inc.**, a California **corporation** ("Contractor").

SECTION 1. RECITALS

A. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

B. Contractor is a professional contractor, experienced in providing **Public Works Construction** services and is familiar with the plans of the City.

C. City desires to engage Contractor to **construct public improvements associated with the Residential Slurry Seal Project** as set forth herein.

D. Contractor has obtained, and delivers concurrently herewith, **PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS** as required by the Contract.

SECTION 2. INCORPORATION OF DOCUMENTS

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Bid Documents and Plans for the Residential Slurry Seal Project.**

SECTION 3. SCOPE OF WORK

A. Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the **Residential Slurry Seal Project**, including all structures and facilities necessary for the Project or described in the Contract (hereinafter the "Work" or "Project"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating

to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

B. Change in Scope of Work Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

SECTION 4. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

Contractor shall perform and complete all Work under this Contract within **55 working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five hundred Dollars ($500) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

SECTION 5. STANDARD OF PERFORMANCE

Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and its subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

SECTION 6. CONTROL AND PAYMENT OF SUBORDINATES; CONTRACTUAL RELATIONSHIP

City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required

by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

SECTION 7. CITY'S BASIC OBLIGATION

City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

SECTION 8. COMPENSATION AND PAYMENT

A. Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Four hundred and eighty-one thousand five hundred and ninety-eight** Dollars and **five** Cents ($**481,598.05**) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

B. Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

SECTION 9. CONTRACT RETENTIONS

From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

SECTION 10. OTHER RETENTIONS

In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis, proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

SECTION 11. SUBSTITUTIONS FOR CONTRACT RETENTIONS

In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

SECTION 12. PAYMENT TO SUBCONTRACTORS

Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

SECTION 13. TITLE TO WORK

As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, and free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

SECTION 14. DISPUTE RESOLUTION

Any separate demand by Contractor for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104 et seq., if applicable.

SECTION 15. TERMINATION

This Contract may be terminated by City at any time by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

SECTION 16. COMPLETION OF WORK

When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City

may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

SECTION 17. CITY'S REPRESENTATIVE

The City hereby designates the **Director of Public Works**, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or here designee.

SECTION 18. CONTRACTOR'S REPRESENTATIVE

Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

SECTION 19. CONTRACT INTERPRETATION

Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

SECTION 20. LOSS AND DAMAGE

Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advanced written notice.

SECTION 21. INDEMNIFICATION

A. Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

B. General Indemnification. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others are required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

SECTION 22. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City. Contractor shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits

by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

D. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A or better and a minimum financial size VII.

E. General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

(1) Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do so likewise.

(2) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

(3) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing

contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(4) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.

(5) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.

(6) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

(7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

(8) Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(9) It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

(10) Contractor agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

(11) Contractor agrees not to self-insure or to use any self-insured retention's or deductibles on any portion of the insurance required herein except as disclosed to and approved by the City and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on

the project contemplated by this Agreement to self-insure its obligations to City. City expressly approves maintenance by the Contractor of a $100,000 deductible on its current Professional Liability insurance policy.

(12) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

(13) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

(14) Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

(15) Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

(16) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(17). The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

(18) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

(19) These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

(20). The requirements in this Section supersede all other sections and provisions of this Agreement, except Exhibit "D" "Modifications to Contract Documents", to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

(21) Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(22) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

SECTION 23. BONDS

A. Performance Bond. If specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

B. Payment Bond. If required by law or otherwise specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

C. Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may

terminate this Agreement for cause.

D. Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 24. SAFETY

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

SECTION 25. WARRANTY

Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) Days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or

replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

SECTION 26. LAWS AND REGULATIONS

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising there from. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION 27. PERMITS AND LICENSES

Contractor shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform the Work described herein.

SECTION 28. TRENCHING WORK

If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705.

To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 29. HAZARDOUS MATERIALS AND DIFFERING CONDITIONS

As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

SECTION 30. UNDERGROUND UTILITY FACILTIES

To the extent required by Section 4215 of the Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

SECTION 31. PREVAILING WAGES

Contractor 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 1600, 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor

shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

SECTION 32. APPRENTICEABLE CRAFTS

When Contractor employs workmen in an apprenticed craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticed occupations shall be with Contractor.

SECTION 33. HOURS OF WORK

Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

SECTION 34. PAYROLL RECORDS

In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

SECTION 35. CONTRACTOR’S LABOR CERTIFICATION

By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

SECTION 36. LABOR AND MATERIAL RELEASES

Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

SECTION 37. EQUAL OPPORTUNITY EMPLOYMENT

Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the state or Federal Constitutions. 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.

SECTION 38. ANTI-TRUST CLAIMS

This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to the Contractor, without further acknowledgment by the parties.

SECTION 39. NOTICES

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY	**CONTRACTOR**
City of Wildomar	American Asphalt South, Inc.
23873 Clinton Keith Road, Ste. 201	P.O. Box 310036
Wildomar, CA 92595	Fontana, CA 92331
Attn: Matt Bennett	Attn: Lyle Stone

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred,

regardless of the method of service.

SECTION 40. ENTIRE CONTRACT; MODIFICATION

This Agreement, including the attached Exhibits "A" through "D" is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreement or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of the agreement. No prior statements, representations or other agreements, whether oral or written, made by any parties which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 41. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract.

SECTION 42. ASSIGNMENT FORBIDDEN

Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

SECTION 43. GOVERNING LAW

This Contract shall be governed by the laws of the State of California.

SECTION 44. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall constitute an original.

SECTION 45. SUCCESSORS

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

SECTION 46. ATTORNEYS' FEES

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

SECTION 47. CLAIMS OF $375,000 OR LESS

Notwithstanding any other provision herein, claims of $375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contracts Code 20104, et seq.

SECTION 48. PROHIBITED INTERESTS

A. Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

B. Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising there from.

SECTION 49. CERTIFICATION OF LICENSE

Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed on the day and year first above written.

CITY OF WILDOMAR

By: _____
Signature

_____
Name

_____
Title

Attest:

_____
City Clerk

AMERICAN ASPHALT SOUTH, INC.

By: _____
Signature

_____
Name

_____
Title

Attest:

_____
Secretary

_____
Classification of Contractor's License

_____
Contractor's License Number

EXHIBIT "A" PLANS AND SPECIFICATIONS

The following plans and specifications are incorporated into this Contract herein by this reference:

The work for which this proposal is submitted is for construction in conformance with the project plans described below, including any addenda thereto, the contract annexed hereto, these Technical Specifications, and also in conformance with the Riverside County Road Improvement Standards and Specifications, dated December 20, 2007 (herein referred to as the Standard Construction Specifications), California Department of Transportation Standard Plans, dated May 2006 the Standard Specifications, dated May 2006 (herein referred to as the State Standard Specifications), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

EXHIBIT "B" SPECIAL CONDITIONS

Standard Erosion and Sediment Control Plan Notes:

1. Dust control shall conform to Section 10, "Dust Control", Section 7-1.01F, "Air Pollution Control", Section 17, "Watering", and Section 18 "Dust Palliative" of the State Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley", all other applicable Federal and State laws, and the requirements set forth herein.
2. The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the City of Wildomar, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the City of Wildomar by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.01, "Laws to be Observed" of the State Standard Specifications. The cost of all fines levied against the City of Wildomar will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.
3. Dust control of all of the contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to person living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.

4. The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.
5. Attention is directed to AQMD Rule 403.1, which applies to all contracts within the City of Wildomar. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at www.aqmd.gov.
6. Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.06, "Time of Completion" of the State Standard Specifications.
7. The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.
8. A site specific fugitive dust control plan shall be submitted to the City Engineer for review and approval at least 10 days prior to the start of construction.
9. The fugitive dust control plan shall include the "Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate and necessary, including by not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the City Engineer.
10. If the Project Inspector determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractors responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.
11. A completion notice will not be filled, and the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitable stabilized for long term control of fugitive dust.
12. The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the City Engineer. Attendance at AQMD training seminars can be scheduled the AQMD at 1-866-861-DUST or by email to dustcontrol@agmd.gov. Current AQMD certification of previous attendance will be accepted. At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related to devices, material and chemicals.
13. This signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the dust control enforceability of those requirements.
14. Full compensation for conformance with these dust abatement requirements, including lab equipment and materials, developing water supply and incidentals, shall be

considered as included in items of work, and no additional compensation will be allowed therefore.

EXHIBIT "C" CERTIFICATION LABOR CODE-SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

AMERICAN ASPHALT SOUTH, INC.

By: _____

EXHIBIT “D” CONTRACT MODIFICATIONS

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF WILDOMAR, hereinafter designated as the "City", entered into a Contract dated _____, 20__, with _____ hereinafter designated as the "Contractor" for the work described as follows:

_____ Project

WHEREAS, the said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract;

WHEREAS, the Contract is by reference made a part hereof;

NOW, THEREFORE, we, _____ the undersigned Contractor, as Principal, and _____ (corporate surety), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____), lawful money of the United States, said sum being not less than one hundred (100) percent of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract and any alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this

paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____	_____
Name of Surety	Contractor
	By:_____
	Title: _____
_____	
Mailing Address of Surety	and
_____	By:_____
Telephone No. of Surety	Title: _____
By:	_____
Attorney in Fact	

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § § § 995.310, 995.311, 995.320)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Riverside County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF WILDOMAR, hereinafter designated as the "City", has awarded to _____, hereinafter designated as the "Contractor" a Contract for the work described as follows:

_____ Project

WHEREAS, the Contractor is required by the Contract and by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ in the sum of _____ dollars ($_____) said sum being not less than one hundred (100) percent of the total Contract amount payable by the city, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his or its heirs, executors, administrators, successors and assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay all court costs, expenses and reasonable attorney's fee to the prevailing party to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____	_____
Name of Surety	Contractor
	By:_____
	Title: _____
_____	
Mailing Address of Surety	and
_____	By:_____
Telephone No. of Surety	Title: _____
By:	_____
Attorney in Fact	

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § 995.311)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Riverside County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

PART I. TECHNICAL SPECIFICATIONS

1. CONSTRUCTION STAKING AND SURVEYS

The Contractor shall be responsible for establishing all lines, grades and layout for all construction.

This work shall consist of furnishing and setting construction stakes and markers by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as necessary for the City Engineer to check lines, grades, alignment and elevations.

Construction staking shall be performed as necessary to control the work as determined by the City Engineer. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed work conforms to the lines, grades, and section shown on the plans. Vertical alignment and the coordinates of centerlines and layout lines will be furnished to the Contractor at the pre-construction conference for his use in performing the construction staking.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible, and accurate. Construction stakes shall be removed from the site of work when no longer needed.

Measurement and Payment

Payment for construction staking and surveys shall be considered as included in the contract prices paid for the various items of work and no additional payment will be made therefore.

2. EXISTING FACILITIES

Where excavations are performed in the vicinity of underground utility services, the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact location. Extreme care shall be exercised by the Contractor to avoid damage to utility services and to coordinate the work with utility agencies. It shall be the Contractor's responsibility to have repairs made to existing facilities in the event of damage. The costs of all such repairs are the Contractor's responsibility.

The Contractor shall notify Dig Alert at 811 forty-eight (48) hours prior to the start of any work.

This project includes work on streets with mature trees adjacent to the roadway. In some locations, the tree canopy may extend over the roadway. It is the responsibility of the Contractor to conduct construction operations around said tree canopy such that the work is accomplished without damaging or injuring tree or tree limbs in any way.

Measurement and Payment

Full compensation for Existing Facilities, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

3. WATER POLLUTION CONTROL PROGRAM

As part of the Contractor's Water Pollution Control Program, the Contractor shall submit a Stormwater Pollution Prevention Plan (SWPPP), conforming to "The Construction Site Best Management Practices (BMPs) Manual" and the "Stormwater Pollution Prevention Plan

(SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" for the State of California, for review and acceptance at least five (5) working days prior to the pre-construction conference. The Contractor shall revise the SWPPP as indicated by the City.

In the event that the project is not completed due to the weather, the City Engineer will notify the Contractor to cease operations. After notification, the Contractor shall cease operations as indicated in the notification and winterize the project as specified in the Contractor's SWPPP and to the satisfaction of the City Engineer. When weather permits, the City Engineer will notify the Contractor to resume operations. After notification, the Contractor shall resume operations within ten (10) calendar days and diligently complete the Contract. The Contractor shall not make any claim nor receive compensation for anticipated profits, loss of profits, damages, or any extra payment due to the work stoppage ordered by the City Engineer due to inclement weather.

Measurement and Payment
The contract Lump Sum price paid for Water Pollution Control Program Plan shall include full compensation for ceasing operations, mobilization, performing all work items as contained in the SWPPP and conforming to the requirements of this section and no additional compensation will be allowed therefore.

4. CONTROL OF MATERIALS
The Contractor shall comply with the submittal requirements as set forth in Section 3 Materials of the Standard Specifications and these specifications.

Certificates of Compliance shall conform to Section 6-3.05, "Quality Assurance," of the State Specifications and Section 3.04 of the Standard Specifications and shall be furnished for all manufactured products unless otherwise waived by the Engineer. The Contractor shall be responsible for controlling the quality of materials entering the work and of the work performed.

Contractor shall supply four (4) copies of the submittals to the Engineer. Within ten (10) calendar days after receipt of a submittal from Contractor, the Engineer will return two (2) marked copies of the submittal to Contractor. The Contractor shall make no changes to any submittal after it has been accepted except with written approval by the Engineer.

All materials required to complete the work under this contract shall be produced or furnished, delivered, and installed by the Contractor unless otherwise specified in these specifications. The Contractor is responsible for the costs and making all the arrangements to stockpile and store materials and/or equipment as work is performed. The Engineer shall approve the duration and location of all temporary stockpiles and storage location for the Contractor's material and/or equipment within the right of way. The Contractor shall immediately comply with the Engineer's instructions regarding any stockpile or storage locations to the satisfaction of the Engineer.

Measurement and Payment
Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work involved and no additional compensation shall be made.

5. PROGRESS SCHEDULE

Progress schedules shall conform to Section 8 Prosecution and Progress of the State Standard Construction Specifications.

During the duration of the contract, on or before the first calendar day of each month, the Contractor shall submit a complete, updated progress schedule to the Engineer. Updated progress schedules shall incorporate all current schedule information, actual progress, approved adjustments of time, and proposed changes in sequence and logic.

The Contractor shall also submit, on a weekly basis, a three-week rolling schedule. The three-week rolling schedule shall be submitted on the first day of the work week or as indicated by the Engineer at the Pre-construction Conference. The weekly schedule shall include location of work areas proposed and work activity included that week and other pertinent information as requested by the Engineer.

Measurement and Payment
Full compensation for Progress Schedules, as specified herein, shall be considered as included in the prices paid for the various items of and no additional compensation shall be made.

6. INCLEMENT WEATHER PROTECTION
Contractor is directed to the “Water Pollution Control Program” section found elsewhere in these specifications.

In the event that the Contractor's work is suspended due to inclement weather for a period exceeding seven (7) calendar days, all sections of curb and gutter that have been removed shall be backfilled with aggregate base or asphalt concrete to match the existing gutter grade. Compaction shall be a minimum of ninety percent (90%), and shall be placed in such a manner as to minimize the amount of standing water in the removed gutter sections and thereby reducing water infiltration into the road base. Driveway areas shall also be covered with trench plating. Drop inlets downstream of curb and gutter areas that have been backfilled with aggregate base or asphalt concrete shall be protected as specified in the Contractor's WPCP. Upon resumption of work, the excess compacted aggregate base or asphalt concrete shall be removed with the remaining aggregate base recompacted and tested prior to curb and gutter installation.

Measurement and Payment
Full compensation for ceasing operations (demobilization), providing and maintaining drainage inlet protection, performing various items within the Contractor's Water Pollution Control Program or as specified herein, and resuming operations (mobilization) after inclement weather shall be considered as included in the prices paid for the various items of work, no additional compensation shall be made.

Compensation for furnishing, placing, and removing aggregate base for inclement weather protection shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

7. UNIT PRICE CONTRACT
The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the State Specifications shall not apply to any bid item.

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities.

8. EXISTING HIGHWAY FACILITIES AND PRESERVATION OF PROPERTY

The Contractor's attention is directed to Section 5, “Obstructions” of the Standard Construction Specifications, and Section 15, "Existing Facilities," of the State Standard Specifications. It shall be the responsibility of the Contractor to protect existing curb, gutter, culverts, signs, traffic signal detectors, and other roadway appurtenances not scheduled for removal under this contract while sawcutting and rotomilling the existing road surface, placing the overlay, or performing other work under the Contract. Facilities damaged due to the Contractor's operations shall be repaired or replaced as directed by the City Engineer by the Contractor at his sole expense. Facilities damaged due to the Contractor’s operations shall be repaired or replaced as directed by the Engineer at the Contractor’s sole expense.

In the event that a sign is knocked down, the Contractor shall immediately notify the Engineer and replace the sign within 48 hours or as determined by the Engineer. Regulatory Signs (Black on White Signs) shall be immediately replaced. Interruptions to the Traffic Signal shall be notified immediately, within one (1) hour, to the Engineer or contact **(951) 232-7293** after business hours and on weekends. Costs incurred due to Contractor’s negligence shall be paid for at Contractors sole expense.

Existing Trees - This project includes work on streets with mature trees adjacent to the roadway. In cases where the tree canopy extends over the roadway, it is the responsibility of the Contractor to conduct construction operations around said tree canopy such that the work is accomplished without damaging or injuring tree or tree limbs in any way. The Contractor may trim the trees in order to better facilitate construction operations. Any tree trimming must be approved by the Engineer at least four (4) working days prior to the planned work operation. Advanced notices to adjacent property owners may be required as directed by the Engineer.

When permitted by the Engineer, tree pruning shall be performed by a Certified Arborist and in accordance with “Pruning Standards,” published by the Western Chapter of the International Society of Arboriculture. The Arborist may be a person in the employment of the Contractor so long as the person has been certified by the Western Chapter of the International Society of Arboriculture. The Certified Arborist shall be approved in advance by the Engineer, and all pruning shall be done in the presence of the Engineer.

Overhead Utilities - This project includes work on streets with overhead utility and service lines. There may be locations where utility and service lines may have minimal vertical clear distance or clearance above the existing elevations within the limits of work. It is the Contractor’s responsibility to conduct operations around the facilities such that the work is accomplished without damage to these facilities.

Manhole and Utility Covers, Survey Monuments - Before paving operations, the Contractor shall submit to the Engineer an inventory of all survey monuments/spikes, manhole and utility covers and any other miscellaneous covers and lids located within the project limits. Construction shall not begin until the inventory list is submitted to the Engineer.

Existing Traffic Striping, Markings, and Markers – Existing traffic stripes and pavement markers that are outside the areas of the project limits that are to remain in place shall be protected from wheel marks and other damage by the Contractor. Damaged traffic stripes and pavement markers shall be cleaned or replaced as approved by the Engineer. The restoration of such objects will be at the Contractor's expense and in conformance with "Traffic Striping and Pavement Markings" found elsewhere in these specifications.

The Contractor shall be responsible for limiting the "tracking" of material off of the project site. The Contractor shall sweep the street and/or sidewalk to remove the material. The Contractor shall submit to the City Engineer the proposed haul route to each job site two (2) working days prior to starting work.

Measurement and Payment
Full compensation for Existing Highway Facilities and Preservation of Property, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

9. AESTHETIC CLEAN UP
The Contractor is responsible for the timely removal of asphalt, concrete, dirt, and oil on gutters, sidewalks, driveways, roadways within and adjacent to the project limits, and haul route roadways that was tracked, sprayed, or deposited by his equipment or personnel under his control.

Upon completion of all construction operations, all roadways within the project limits shall be cleaned by sweeping, flushing, power brooms, power blowers, or other means approved by the Engineer, to remove all dirt, foreign material including any paint markings. Haul routes shall be cleaned of materials tracked or deposited by the Contractor's equipment or personnel. All sanitary sewer and drainage facilities and their appurtenant structures constructed or modified under the contract shall be cleaned out. All materials and equipment in stockpile and storage locations shall be removed and the areas cleaned to the satisfaction of the Engineer.

Measurement and Payment
Full compensation for Aesthetic Clean-Up, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

10. ORDER OF WORK
The Contractor shall prepare a written schedule denoting locations and times of planned activities, and other impacts. The schedule for planned activities shall be submitted to the Engineer before or at the time of the pre-construction meeting. Contractor shall note that work shall not start unless a schedule has been submitted and accepted by the Engineer.

The Contractor must field verify all existing utilities and shall submit the report to the Engineer prior to beginning work at each site.

All pavement preparation including base repair to grade shall be completed and in place prior to placing crack seal within the same street, and 30 calendar days prior to placement of slurry seal.

All leveling course shall be completed after crack sealing on that street.

All crack sealing must be performed 30 calendar days prior to placement of slurry seal.

Measurement and Payment
Full compensation for Order of Work, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

11. TRAFFIC CONTROL SYSTEM
Attention is directed to Section 6, "Public Safety," of the Standard Construction Specifications and these specifications. The Contractor shall be responsible for the safety vehicular and pedestrian traffic within the project limits and on the approaches to the project.

Traffic Control Plan - The Contractor shall submit Traffic Control Plans (TCP) conforming to Section 12, "Temporary Traffic Control," of the State Standard Construction Specifications and these provisions developed for the Project to assure that adequate consideration is given to the safety and convenience of motorists, bicyclists, pedestrians, and workers during construction. The TCP shall include all work within the City rights-of-way. Work shall not be allowed until the TCP has been reviewed and accepted by the Engineer. It is the Contractor's responsibility to provide a qualified person to prepare the TCP. Contractor shall note that TCP may be required for individual work activity.

The TCP shall be submitted to the Engineer five (5) working days prior to any work activity. Under no circumstances shall any construction work affecting traffic be performed prior to the Engineer's acceptance of the TCP and the installation of the required advisory signs.

Changeable message signs are required on any streets requiring detours and all streets with traffic limits higher than 40 MPH. The TCP shall include provisions for changeable message signs on streets stating expected delays with dates and times and other devices and details necessary to provide a complete TCP. The changeable message signs or approved advisory signs shall be set in place a minimum of THREE (3) WORKING DAYS prior to the start of the work.
The Contractor shall cooperate and allow City work crews to use the traffic control system when set up for the Contractor's work as requested by the Engineer.

Hours of Work and Lane Closures - The Contractor shall notify and coordinate with the fire department, highway patrol, police, schools, Transit, Solid Waste, post office, and other agencies as required as to the road closure and the expected duration.

Special considerations shall be taken to implement the traffic control plan. The hours of work and traffic lane closures shall be as follows unless approved by the Engineer. Lane closure shall not be allowed without proper advances warning devices, signing, and flagmen control in conformance with the State Specifications and these specifications.

For all streets, unless noted elsewhere, the hours of work and lane closures shall be as follows unless approved by the Engineer:

- No work shall be performed on Saturday, Sundays, or legal holidays.
- Hours of construction are between 8:00 am – 5:00 pm.
- No lane of traffic shall be closed to the public prior to 8:30 a.m. and all lanes shall be open to traffic by 3:30 p.m.
- Generally, one of the traffic lanes in each direction of an existing four lane road, and one of the lanes of an existing two lane road can be closed to perform the required work.
- Lanes of traffic shall have a minimum width of 10 feet.

At the completion of the work shift, all existing lanes of traffic shall be maintained and opened to traffic. In order for lanes to be open for traffic by the time designated, Engineer may direct work activity to stop two to three (2-3) hours in advance or earlier to accommodate hour restrictions. **The Contractor shall pay liquidated damages of $500.00 per ½ hour or portion of ½ hour that a traveled lane remains closed after the time designated in these specifications due to the Contractor's operations.**

The Engineer reserves the right to modify Contractor's scheduled locations for construction operations to accommodate access for businesses/residents.

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time. The Contractor shall be responsible for maintaining local property access and access to existing public cross-streets within the limits of this contract. Where applicable, Contractor shall sand driveways and other areas as needed for traffic access. Wash sand shall be used for sanding and shall be mechanically and evenly spread or broadcast.

Contractor shall place Type II barricade with "Road Closed" signs at the end of each street in the process of being resurfaced. Signs shall remain in place until the resurfaced pavement has cured sufficiently and when the road or lane is open for through traffic.

On-Street Parking - Contractor will provide, install, maintain and remove "No Parking" signs in areas ONLY where the Contractor's work will require restricted parking. The Contractor shall place notification for the elimination of on-street parking, if required, at least forty-eight (48) hours, but not more than seventy-two (72) hours prior to the start of work. The signs shall clearly show the date(s) and hours of the parking prohibition. Writing shall be legible and visible for drivers of vehicles. The notification shall include the Contractor's name and phone number where questions can be directed by the public. This notice shall be affixed to a Type II barricade that is placed in the lane of the road, near lip of gutter, (max. 200 ft. spacing) used for on-street parking. No other location or method of placement is acceptable. The notification shall be in a form approved by the Engineer.

When originally scheduled paving dates change due to weather or other, Contractor shall remove and replace NO PARKING signs with corrected dates. CROSS OUT DATES IS NOT

ALLOWED. Removal and/or replacement of corrected signs and barricades shall be performed within 24 hours of approved changed or as directed by the Engineer.

All construction signs, including barricades used for NO PARKING restrictions, shall be furnished, installed, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the State Standard Specifications and these specifications. Non-compliance with any stipulation of this section will be justification for the City to stop work.

Towing - In the event that towing is required after proper notifications have been delivered and posted, and reasonable attempt have been made to the property owner or resident, the Contractor shall be responsible for towing vehicles. Contractor shall notify the Engineer prior to towing. The City shall not be responsible for any claims made as a result of towing from the Contractor.

Measurement and Payment

The contract LUMP SUM price paid for TRAFFIC CONTROL SYSTEM shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in placing, removing, storing, maintaining, moving to new locations, and disposing of the components of the traffic control system.

12. PUBLIC NOTIFICATION

The Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utility companies, refuse collectors, schools, and any other persons or agencies who may be affected by this project at least two (2) weeks prior to construction. Any changes in schedule will be coordinated with affected local agencies as needed and as requested by the Engineer. Other notifications may be required during project construction as outlined below.

Notifications will be provided by the Contractor relating to, but not limited to, the following items:

- General information
- Traffic delays and alternate routes
- Tree removals and/or trimming
- Driveway closures
- Water service interruptions
- Temporary relocation of bus stops
- Adjustment of utilities
- Waste pick up

10-Day Notifications - Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing, at least ten (10) calendar days in advance. This notification will provide general information about the project, approximate range of dates on when construction will take place, time of work, Contractor's name and phone number and any other pertinent information for residents.

The Contractor shall provide the Engineer a copy of all written notifications for review seventy-two (72) hours prior to delivery.

72-Hour Notifications - The Contractor is responsible for delivering City supplied door hangers (or Contractor's equivalent form approved by the Engineer) ***PRIOR*** to resurfacing operations. Notification will require dates, times and other pertinent information regarding the project to be filled in by the Contractor and as directed by the Engineer – SEE Sample of Door Hanger found in the Appendix A. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by resident and businesses to answer their concerns.
72-Hour Notifications to affected residents and businesses shall be delivered a minimum of 72-hours prior to resurfacing operations.

If resurfacing operations has been postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify the affected residents and businesses with similar notifications, as listed above, a minimum of two (2) working days prior to the start of the work. See also "Traffic Control System" section regarding sign changes.

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the Engineer.

Measurement and Payment
The contract LUMP SUM price for PUBLIC NOTIFICATION shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved. The City shall furnish door hanger notifications as described above.

13. CLEARING AND GRUBBING
Clearing and grubbing shall conform to Section 7, "Clearing and Grubbing," of the Standard Specifications and these specifications.

Contractor shall remove all objectionable material from within the area required for resurfacing. Objectionable material shall include, but not limited to roots, brush, grass, weeds, pavement material and debris and other related materials. Objectionable material shall be removed from the right-of-way and shall be transported and properly disposed of off-site. All cost charges and fees shall be the responsibility of the Contractor.

Measurement and Payment
Full compensation for Clearing and Grubbing, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

14. DUST CONTROL
The Contractor's attention is directed to Section 6, "Public Safety," of the Standard Construction Specifications. The Contractor shall be responsible for dust control within the project limits. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the work area by the application of water and/or dust palliative.

The Contractor shall provide dust control at all time including Saturdays, Sundays, and holidays as ordered by the Engineer. The Contractor shall immediately alleviate any dust hazard as directed by the Engineer.

Measurement and Payment
Full compensation for Dust Control, as specified herein, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be made.

15. SURPLUS MATERIAL DISPOSAL
All excess excavated material, broken concrete, and any other excess material resulting from excavation or construction shall become the property of the Contractor and shall be removed by end of the working day unless approved by the Engineer.

The Contractor shall comply with all disposal and grading code requirements of the City when disposing of surplus material.

Measurement and Payment
Full compensation for Surplus Material Disposal, as specified herein, shall be considered as included in the prices paid for the various items of and no additional compensation shall be made.

16. IRRIGATION SYSTEMS
The Contractor shall be responsible for protecting any existing irrigation system that is encountered within the project site. Cost for damage to irrigation systems as a result of the Contractor's operations shall be included in the bid items the Contractor deems appropriate. Any damage caused by the Contractor will be repaired by the Contractor to at least its original condition and that it performs to the same level or better as the original. Repairs to sprinklers will be completed within 48 hours from the time the damage occurred. **If the City is required to perform the repair after the 48 hour time requirement and has given notice to the Contractor, the cost to perform the repair by the City shall be deducted from any future payments due to the Contractor.**

Measurement and Payment
Full compensation for Irrigation Systems, as specified herein, shall be considered as included in the prices paid for the various items of and no additional compensation shall be made.

17. LANDSCAPING
The Contractor shall be responsible for protecting and replacing any landscaped areas disturbed or damaged as a result of the construction improvements. Landscaped areas shall be removed and replaced as directed by the Engineer. Materials replaced shall be of the same type or better.

Measurement and Payment
Full compensation for Landscaping, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

18. CRACK SEAL

Areas designated for crack sealing are listed under “Location of Project Improvements” found in Appendix B. This work consists of crack sealing in pavement cracks to repair pavement surfaces. Crack Sealing shall be complete a minimum of 30 (thirty) calendar days prior to placing slurry seal.

Cracks in the existing asphalt concrete surfacing and shoulders that are 1/8” wide and wider shall be prepared and sealed. No crack less than an eighth of an inch (1/8”) shall be sealed on any areas that are deemed unnecessary. Small cracks may be sealed as directed by the City.

Materials

The emulsified crack sealant shall be furnished in accordance with the requirements specified for asphaltic emulsion in Section 94, "Asphaltic Emulsions," of the State Standard Specifications, can be readily handled at ambient temperature, and shall contain no volatile organic compounds which may contribute to air pollution. Material shall meet the Henry #93 DuroFlex Asphalt Crack or approved equal. The crack sealant shall be a rubberized asphalt material that has a minimum softening point temperature of 200 degrees Fahrenheit, and a safe heating temperature of 380 degrees Fahrenheit, unless otherwise directed by the Engineer

The Contractor shall provide the Engineer with a Certificate of Compliance conforming to the provisions in Section 6-1.07, “Certificate of Compliance,” of the Standard Specifications with each shipment of crack sealant. Said certificate shall also certify that the sealant complies with the specifications and shall be accompanied with storage and heating instructions and cautions for the material.

Preparation

Cracks to be filled and adjacent asphalt concrete surfacing shall be cleaned and shall be free of dirt, vegetation, debris and loose sealant. For cracks in size of 1/8 inch to ½ inch in width, the crack shall be widened using a router to form a sealant reservoir which is a minimum of ½ inch wide and ¾ inch to one inch deep.

Cracks wider than ½ inch width shall be cleaned for the entire crack depth using sandblasting, brushing and hot air blowing techniques, as required to provide a crack free from all debris, dust, loose material and moisture. Gauging or plowing may be required to remove incompressible material deep in the crack. The clean crack shall be filled with sealant, from the bottom up to ¼ inch below the surface level, in a manner which does not result in sealant bridging or entrapped air pockets. With deep cracks, settlement of sealant may occur, thus requiring application of a second layer of sealant material in order to bring the sealant to a depth of ¼ inch below surface level.

Pavement surface cracks to be sealed and filled shall be treated with a hot-air lance prior to application of the crack sealant. Two passes shall be made with the hot-air lance. There shall be no more than 10 minutes time lapse between the second hot air-lance treatment and the material application. Hot Air Lance shall be designed for cleaning and heating the pavement surface cracks. Minimum compressed air capacity shall be 100 psi. Minimum heated air temperature shall be 1500 degrees Fahrenheit. The lance shall be flame-free while producing high velocity compressed hot air.

Within five days prior to placement of slurry seal, the Contractor shall clean all previously crack sealed areas, and fill any previously sealed cracks that have settled.

Application

The crack sealant shall be applied only after the cracks and adjacent asphalt concrete surfacing have been cleaned.

Sealed cracks are to be squeegeed immediately following application striking excess sealer flat to the pavement surface. There shall be no-build up of treatment material above or adjacent to the crack at any time.

The Contractor shall fix or refill areas to the proper elevation when directed by the City. Within 2 days after application of sealant, sealed cracks that reopen or in which the sealant material sags below the surrounding asphalt concrete surfacing and shoulder shall be resealed.

Sand shall be applied to sealed cracks, as necessary and when directed by the City to absorb excess material. Sealant shall bond to the crack with no separation, cracks or other opening in the sealant.

Measurement and Payment

The measurement of square foot of crack seal to be paid will include the pavement areas as listed under "Location of Project Improvements" found in Appendix B and is not based on the amount of crack seal applied. If crack seal is not applied within a street segment beyond 200 LF, the area of pavement within the length of the road segment will not be measured and paid under crack seal.

The contract unit price paid per SQUARE FOOT of CRACK SEAL shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in placement of crack seal as specified in these specifications, and as directed by the Engineer and no additional compensation shall be made.

19. STRUCTURAL PAVEMENT GRID

This work shall consist of furnishing and placing structural pavement grid as a full width or strip interlayer over existing subgrade prior to placement of asphalt concrete in base repair areas. The estimated quantity for structural pavement grid is for bidding purposes only. The need for this item is contingent upon unsuitable material encountered during excavation for base repair. Where unsuitable material is found, the Contractor shall notify the Engineer regarding directions to proceed with the installation of structural pavement grid.

Material

The structural pavement material used for base repairs shall be Biaxial Geogrid BX1200 (supplied by Tensar Earth Technologies, Inc.) or equivalent material that conforms to the properties listed herein. The composite shall meet the physical properties of the product specified on Table 1.

Uncut asphalt cement shall be used for the tack coat. The use of cutbacks or emulsions that contain solvents shall not be permitted.

The paving composite shall be kept dry and wrapped such that it is protected from the elements during shipping and storage. If stored outdoors, the fabric shall be elevated and protected with a waterproof cover.
Table 1

Structural Pavement Grid	Test Method	American Standard	Metric
Tensile Strength @ 2% Strain	ASTM D 6637	280mm – 450mm	4.1kN/m – 6.6kN/m
Tensile Strength @ 5% Strain	ASTM D 6637	580mm – 920mm	8.5kN/m – 13.4kN/m
Ultimate Tensile Strength	ASTM D 6637	850mm – 1300mm	12.4N/m – 19kN/m
Grid Junction Strength	GSI/GG2 or	18 lbs	80 N
Peel Strength Grid Fabric	ASTM D 413	20 lbs/ft	292 N/m
Aperture Size		1.0 in - 1.38 in	25 mm - 33 mm

Grid installation shall be performed based on manufacturer's recommendations.
All areas with fabric placed will be paved the same day. No traffic except necessary construction traffic shall be allowed to drive on the fabric.

AC Placement: Asphalt placement shall closely follow fabric placement. In the event of rain fall on the fabric prior to the placement of asphalt, the fabric must be allowed to dry completely before the overlay is placed. The minimum compacted thickness of the first lift of overlay asphalt concrete over the fabric shall not be less than 1.5 inches.

Measurement and Payment
The quantity of Structural Pavement Grid to be paid for shall be measured by the square foot of area covered, not including additional fabric for overlap. The contract unit price paid per SQUARE FOOT for STRUCTURAL PAVEMENT GRID shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing fabric for base repair including but not limited to surface preparation and tack coat application, as shown on the plans, as specified in these specifications, and as directed by the Engineer.

The need for this item is contingent upon the need for stabilizing unsuitable base material encountered during construction and may be extended or deleted at the discretion of the Engineer. No adjustment in the contract bid prices will be made for any increase or decrease in the quantity for Structural Pavement Grid.

20. BASE REPAIR – REMOVE AND REPLACE WITH AC, TYPE A (6" DEPTH)
Base repair areas designated for removal and replacement are listed under "Location of Proposed Improvements" in Appendix B. Areas are marked in the field and shall be confirmed and remarked as requested by the Contractor prior to actual work.

The contractor shall remove the existing asphalt concrete pavement and underlying base to the depth of six (6) inches, or as directed by the Engineer and backfill the resultant excavation with Asphalt Concrete, Type A.

Pavement to be removed shall be jack hammered or by any other methods, as approved by the Engineer, to the full depth of the pavement at the removal boundary. The pavement edge shall be kept reasonable straight and vertical, and shall be performed in such a manner that the remaining pavement is undisturbed and undamaged. Edges shall be constructed parallel and/or right angles to the direction of traffic flow. Where determined by the Engineer, saw cutting may be required if pavement edges are not determined to be reasonably straight and vertical.

The remaining subgrade material shall be graded to a plane, brought to optimum moisture content, and the upper six inches (6") compacted to not less than 92% relative compaction or compacted as directed by the Engineer. Areas of the grading plane that are low as a result of over excavation shall be filled with Asphalt Concrete, Type A at the Contractor's expense.

Where unsuitable material is found after 6" of excavation, the Contractor shall notify the Engineer regarding directions to proceed with base repair.

A tack coat of asphalt emulsion binder shall be applied to the perimeter and base of the base repair areas prior to the backfilling of asphalt concrete. Tack coat shall be furnished and applied in accordance with section "Asphalt Emulsion Binder" found elsewhere in these specifications.

Asphalt Concrete, Type A shall conform to Section 39, "HOT MIX ASPHALT" as issued by the California Department of Transportation, these specifications and as directed by the Engineer.

Material

All asphalt concrete used for Base Repair shall be Type A, 1/2". All asphalt shall be viscosity grade PG 64-16, or as accepted by the Engineer with the mix design.

A Job Mix Formula (JMF) shall be required from the supplier of the asphalt concrete and delivered to the Engineer not less than ten (10) working days prior to any scheduled asphalt concrete work. Mix designs submitted for review shall have been performed within one (1) year from Notice to Proceed.

A drop-off of more than 0.15-feet will not be allowed at any time between adjacent lanes open to public traffic.

Section 39-1.04 Contractor Quality Control is amended to include the following:
Testing of materials and sampling will be performed by the City and not required by the Contractor. The quantity of sampling and tests will be determined by the Engineer and coordinated with the Contractor. The Contractor reserves the right to conduct parallel quality assurance testing in accordance with the same test methods as specified in Section 39. Contractor shall provide adequate controls to accommodate sampling and testing performed by the City.

Finish Roadway

Final pavement shall be brought up to the existing surface grade. Asphalt concrete shall be placed to the previous existing roadway surface plane without indentations, swales or ponds. The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

Finish Roadway Correction

If the top layer of the Asphalt Concrete pavement does not comply with the above specifications, the pavement correction may include grinding the pavement to within tolerances, remove and replace it, or place a layer of hot mix asphalt. The corrective work shall be determined and accepted by the Engineer prior to any corrective work beginning.

Corrected pavement areas must be uniform rectangles with edges:
1. Parallel to the nearest asphalt pavement edge or lane line
2. Perpendicular to the pavement centerline

Utility covers within the base repair areas shall be adjusted to finish grade and shall be performed under section "Adjust Utility Frame and Cover to Grade" found elsewhere in these specifications.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the specifications of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation shall be allowed for hauling rejected material.

Pavement delineation removal shall be coordinated with temporary delineation so that lane lines are provided at all times on traveled ways open to public traffic. Temporary reflective pavement markers shall be placed at intervals of not more than 25 feet. Temporary reflective raised pavement markers shall be the same color as the existing lane line or centerline.

Measurement and Payment

The contract unit price paid per SQUARE FOOT of BASE REPAIR – REMOVE AND REPLACE WITH AC, TYPE A (6" DEPTH) shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in excavation, disposal of material, sawcutting if necessary, compaction of subgrade, placement of asphalt concrete, complete in place, as shown on the plans and as directed by the Engineer.

Payment for tack coat shall be considered incidental and shall be considered as included in the prices paid for the various items of work involved and no additional allowance shall be made.

21. ADJUST UTILITY FRAME AND COVER TO GRADE

Utility frames and covers shall be adjusted to grade within the limits of the leveling course prior to placement of the slurry seal. Work shall be in accordance with the provisions in Section 15-2.05 "Reconstruction" and 15-2.05A "Frames, Covers, Grates, and Manholes," of the State Standard Specifications, these specifications and as directed by the Engineer.

The Contractor shall cooperate and coordinate all adjustments with the various local utility owners when adjusting their facilities. Utility owners reserve the right to perform the work using their own forces after the contract is awarded. The Contractor shall notify the utility owners prior to start of construction for any coordination effort and to determine if the utility owners will perform the work using their own forces.

Contractor shall be solely responsible for locating, referencing, and setting marks for utility covers encountered in the project limits. The locations of the covers shall be painted on the surface immediately after paving. Contractor shall submit a neat and accurate plan to the Engineer, at least five (5) working days in advance of any asphalt concrete paving, showing all reference marks and offset distances set for each facility.

All drainage manholes shall be raised in accordance with Section 39-5 of the Standard Construction Specifications. Adjustments may be made by utilization of precast grade rings or by cast-in-place ring. Adjustment of manholes shall be accomplished by removing the existing frame and cover, removing the existing concrete encasement, pouring a new concrete encasement with reinforcing steel, resetting the existing frame and cover, and then placing asphalt concrete as necessary.

The manhole opening shall be covered during the entire operation so that no debris can fall into the sewer and storm drain system. Extreme care shall be taken to prevent spilling foreign material into the drainage or sanitary sewer system. The Engineer may require the Contractor to immediately remove manhole covers for inspection to determine if any foreign material has fallen into the manhole. The Contractor shall be required to immediately remove all foreign material from the manhole's interior.

All materials removed during adjustment, except the existing frame and cover, shall become the property of the Contractor. If, in the Engineer's judgment, the existing frame or cover is unsuitable, the existing frame or cover shall be replaced with new frame and cover. Unsuitable frames and covers shall become the property of the Contractor and shall be disposed of as provided above. The cost of replacing unsuitable frames and covers which, in the Engineer's judgment, were damaged by the Contractor's operations shall be at the Contractor's expense.

For all adjustments, the top surface of the adjusted facility shall be within 1/8 inch of the adjacent finished grade. Adjustment to final grade shall not be made until the top layer of paving has been completed surrounding it.

Asphalt concrete shall comply with "Asphalt Concrete, Type A" specifications found elsewhere in these specifications. Placement of asphalt concrete shall be installed with a 3 or 5-ton roller. Asphalt concrete around manholes and valve covers shall be sand sealed if asphalt concrete shows signs of raveling. Fine seal coat shall conform to the requirements of Section 37-1 (Seal Coats) of the State Standard Specifications.

Work shall include placement of temporary asphalt around the facilities if the permanent asphalt concrete patching cannot be placed the same day the facility is raised to grade.

Measurement and Payment
The contract unit price paid for EACH of ADJUST UTILITY FRAME AND COVER shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work involved in adjusting the utility frame and cover to finish grade complete in place; including locating, referencing, and setting marks, placement of asphalt concrete and sand sealing, as specified in the State Standard Specifications, these specifications, and as directed by the Engineer and no additional compensation shall be allowed.

Full payment paid for Each of Adjust Utility Frame and Cover to Grade shall be contingent on acceptance of work by the various local utility owners. Contractor shall be responsible for coordinating inspection and acceptance by owners.

22. ASPHALT EMULSION BINDER (TACK COAT)
Asphalt emulsion binder shall comply with Section 11, "Asphalt Concrete," of the Standard Construction Specifications, Section 94, "Asphaltic Emulsions,", and Section 39-1.02B, "Tack Coat" of the State Standard Specifications, these specifications, and as directed by the Engineer.

Asphalt emulsion shall be type SS-1 or RS-1. When asphalt concrete is placed in contact with existing asphalt concrete, the surface shall be completely dry of water, clean of dirt and debris, and a tack coat of asphaltic emulsion shall be applied to insure proper bond. Asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, and gutters, and construction joints against which asphalt concrete material is to be placed, to pavement to be surfaced and to other surfaces designated in the specifications or as directed by the Engineer.

Asphalt emulsion shall also be applied immediately prior to placement of the slurry seal over areas of leveling course and base repair constructed under this project.

The overlay shall not be placed until the binder has cured to the point where it is tacky to the touch and as directed by the Engineer. Asphalt emulsion binder shall be applied so far in advance of placing the surfacing as permitted by the Engineer. Immediately in advance of placing the overlay, additional asphalt emulsion binder shall be applied as directed by the Engineer to areas where the asphalt emulsion binder has been damaged, and loose or extraneous material shall be removed, and additional compensation shall not be allowed.

The area to which asphalt emulsion binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of the construction.

Asphaltic emulsion binder shall be applied in one application. Asphaltic emulsion shall be diluted by homogeneously mixing eighty (80) parts of emulsion and twenty (20) parts of water (80:20) mixture, it shall be applied at a rate of 0.06 to 0.10 gallons per square yard or as directed by the Engineer.

Measurement and Payment
Full compensation for Asphaltic Emulsion Binder (Tack coat), as specified herein, shall be

considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be allowed.

23. LEVELING COURSE

Leveling Course designated for placement are listed under "Location of Project Improvements" in Appendix B. Areas are marked in the field and shall be confirmed and remarked as needed prior to actual work.

This work includes placing of asphalt concrete overlay for balancing, filling low areas, covering cracked areas and creating slope for drainage in designated areas. The finished surface shall conform to existing grade to enhance drainage and provide for a smooth surface for receiving the final resurfacing.

Leveling course used for balancing areas shall be placed with sides tapering to conform to existing roadways and with a depth of 1" at highest area. A tack coat of asphalt emulsion binder shall be applied to the existing surface prior to the placement of leveling course. Tack coat shall be furnished and applied in accordance with section "Asphalt Emulsion Binder" found elsewhere in these specifications.

Utility covers within the leveling course area shall be protected and accessible after placement of leveling course. Utility covers shall be adjusted and shall be performed under section "Adjust Utility Frame and Cover to Grade" found elsewhere in these specifications.

Pavement delineation removal shall be coordinated with temporary delineation so that lane lines are provided at all times on traveled ways open to public traffic. Temporary reflective pavement markers shall be placed at intervals of not more than 25 feet. Temporary reflective raised pavement markers shall be the same color as the existing lane line or centerline.

Measurement and Payment

Leveling Course shall be measured by the SF of asphalt concrete actually placed. Weight certificates shall be furnished by the Contractor to the Engineer at the job site upon delivery of the material.

The contract unit price paid per SF for LEVELING COURSE shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing leveling course, complete in place and as specified in these specifications.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the specifications of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, shall not be paid for and such quantities shall be deducted from the final total quantities. No compensation shall be allowed for hauling rejected material.

Payment for asphalt emulsion binder shall be considered incidental and no additional allowance shall be made.

24. SLURRY SEAL, TYPE II

This item of work shall consist of furnishing and placing Slurry Seal, Type II to the existing asphalt surfaces as listed under "Location of Project Improvements" in Appendix B. Slurry Seal shall be placed on areas that received Crack Seal or new asphalt concrete not less than 60 (sixty) calendar days after placement of crack seal or new asphalt concrete.

The slurry seal shall consist of a mixture of a polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and specified additives. The materials shall be proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Engineer. The slurry seal shall conform to the requirements of Section 37 of the State Standard Specifications except where specified otherwise in these provisions. The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a friction resistant surface texture throughout its service life.

Asphalt Emulsion

The emulsified asphalt shall be designated as grade PMCQS-1h. The polymer within the asphalt emulsion shall be, at the option of the Contractor, either Neoprene, SBR, EVA or SBS. Solid polymers such as EVA or SBS shall be adequately blended into the asphalt prior to emulsification. If a liquid latex such as Neoprene, SBR or similar is used, the latex shall be "co-milled" into the emulsion through the water phase during manufacturing. Each load of polymer asphaltic emulsion shall have a certificate from the asphalt emulsion manufacturer guaranteeing that either asphalt blending or "co-milling" processes were used. The certificate shall also state the percentage of the solid rubber polymer added by weight of the asphalt as well as the composition of the polymer. The addition of latex to the emulsion after emulsion manufacturing is prohibited.

The polymer modified asphalt emulsion shall conform to the following specifications:

Test	Test Method	Requirement	
		Min	Max
Tests on Emulsion:			
• Viscosity SSF @ 77°F, seconds	AASHTO T 59	15	90
• **Settlement, 5 days, %**	**AASHTO T 59**	**---**	**5**
• Storage Stability Test, 1 day, %	AASHTO T 59	---	1.0
• Distillation: Oil Distillate by Volume of Emulsion, %	AASHTO T 59	---	3
• Residue by Low-Temperature Vacuum Distillation, %	ASTM D244. 133-137	57	---
Tests on Residue Using CTM 331			
• Penetration, 77°F, 100 grams for 5 seconds, dmm	AASHTO T 59	40	65
• Solubility in Trichloroethylene, %	ASTM D 2042	97.5	---
• Ductility, 77°F, 5cm/min, cm (RTFO aged residue)	AASHTO T 51	60	---
• Ring and Ball Softening Point, °F	AASHTO T 53	123	---
• Polymer Content, %, Solid polymer content based on weight of asphalt.	CTM 401	3.0%	---
• Torsional Recovery, %	CTM 332	18	---

Mineral Aggregate

Slurry seal aggregate for all roads shall conform to ISSA Type II aggregate and shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high quality aggregate, or combination thereof. To assure the material is totally crushed, 100% of the parent aggregate shall be larger than the largest stone in the gradation to be used.

When tested in accordance to AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the aggregate gradation (including the mineral filler) shall be within following bands.

Type II Slurry Seal		
Sieve Sizes	Passing Percentage	Stockpile Tolerance
9.5 mm (3/8”)	100	+/- 5%
4.75 mm (#4)	94-100	+/- 5%
2.36 mm (#8)	65-90	+/- 5%
1.18 mm (#16)	40-70	+/- 5%
600 um (#30)	25-50	+/- 5%
330 um (#50)	18-30	+/- 4%
150 um (#100)	10-21	+/- 3%
75 um (#200)	5-15	+/- 2%

After the target gradation has been submitted and identified in the mix design, the percent passing each sieve shall not vary by more than the stockpile tolerance and shall still remain within the gradation band during the application of slurry seal.

The mineral aggregate shall also conform to the following:

Test	Test Method	Requirements
Sand Equivalent	ASTM D 2419	60 min.
Loss in L.A. Rattler (100 Revolutions)	CTM 211	10% max.
Loss in L.A. Rattler (500 Revolutions)	CTM 211	35% max.
Durability Index	ASTM D 3744	60 min.

Mineral Filler - Mineral Filler shall be either Portland Cement, hydrated lime, limestone dust, fly ash or other approved filler meeting the requirements of ASTM D242 shall be used as required by the mix design. The mineral filler shall be considered as part of the aggregate in calculations regarding slurry seal asphalt content.

Water - The water added to the slurry seal shall be potable and free of harmful salts and contaminates.

Additives - Additives may be used to accelerate or retard the mixing and setting characteristics of the slurry seal, or to improve the resulting finished surface. The use of additives in the slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments if required. If the use of additive during application requires a greater than + or - 1.0% deviation from the recommendations of the mix design, a new mix design shall be performed to verify system performance at higher or lower additive levels.

Water, and additives, if used, shall be added to ensure proper workability and:

1. Permit the unrestricted flow of traffic on the slurry seal no more than one (1) hour after placement without the occurrence of bleeding, raveling, separation, or other distress.

2. Prevent the development of bleeding, raveling, separation, or other distress within fifteen (15) days after placing the slurry seal.

Mix Design and Pre-qualification of Materials

During the pre-construction meeting the Contractor shall submit a certified mix design identifying the specific type and source of materials to be used on the project. The mix design shall verify compatibility of the aggregate, emulsion, mineral filler, and other additives. Additionally, the mix design shall report test results showing compliance with related material specifications contained in these specifications.

The mix design shall use the same aggregate gradation as supplied by the Contractor on the project.

A laboratory capable of performing all the tests listed below shall perform the mix design, testing, and certification. The laboratory shall certify, on the mix design that it has had at least two years of experience in the design of slurry seal.

The mix design shall be performed and dated within 30 calendar days prior to the application of slurry seal.

After the mix design has been approved, no substitution or changes of materials shall be permitted, unless approved by the Engineer. If changes in materials are approved by the Engineer, a new mix design shall be performed by the Testing Laboratory before the application of new materials.

Required tests and values are as follows:

Test	ISSA Test	Requirement
Mix Time	TB-113	Controllable to 180 sec. min.
Wet Cohesion • 30 minutes min. • 60 minutes min	TB-139	 12kg-cm min. 20kg-cm min.
Excess Asphalt by LWT Sand Adhesion	TB-109	50g/ft2 max. (538g/m2 max.)
Wet Stripping	TB-114	Pass (90% min.)
Wet Track Abrasion Loss One hour soak	TB-100	50g/ft2 maximum (807g/m2 max.)

The Wet Track Abrasion test is used to determine the minimum asphalt content.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate,

mineral filler (min. and max.), water (min. and max.), additive(s) (usage), and asphalt emulsion based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on the field conditions. The Engineer shall give final approval for all such adjustments.

The Engineer shall approve the mix design and all slurry seal materials and methods prior to use. The component materials shall be within the following limits:

RESIDUAL ASPHALT	7.5% - 13.5% (approx. 12.0 - 22.0% emulsion) based on dry weight of aggregate
MINERAL FILLER	0.0% - 2.0% Based on dry weight of aggregate.
ADDITIVES	As needed to control mixing and setting times
WATER	As needed to achieve proper mix consistency.

If directed by the Engineer, the Contractor shall submit samples from all suppliers furnishing a minimum of the following materials. Each sample shall be clearly labeled as to its contents and the words "Slurry Seal."

1. One gallon of the base asphalt
2. One pint of the polymer additive (with clear labeling of polymer type)
3. One quart of asphalt emulsion
4. 50 pounds of slurry seal aggregate

Changes in source or type of materials submitted to the Engineer as Pre-qualification samples shall not be permitted during the entire project without the approval of the Engineer.

Mechanical Proportioning

Mixer-spreader trucks shall be equipped to proportion emulsion, water, aggregate, and set-control additives by volume. The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. A positive displacement pump shall proportion the emulsion. Water shall be introduced into the mixer by a meter registering gallons delivered.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 3 tons in duration each.

The emulsion pump shall deliver emulsion to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 500 gallons in duration each.

The aggregate belt feeder shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest full revolution of the aggregate delivery belt.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level, if requested by the Engineer. The device shall indicate temperature of the emulsion and shall be accurate to ten degrees Fahrenheit (10°F).

Machine Calibration and Verification
Mixer-spreader trucks to be used in performance of the work shall be calibrated in the presence of the Engineer prior to construction. The Contractor shall document the way in which the mechanical proportioning devices are calibrated and correlated to the metered delivery of each material at various settings. No mixer-spreader truck shall be allowed to work on the project until the calibration has been completed and accepted by the Engineer within at least one (1) working day prior to start of work.

Spreading Equipment
The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the following requirements:

1. All spreader boxes over 7-1/2 feet in length shall have baffles.

2. Spreader box, rubber strike off, and drag mops shall be maintained in such manner as to prevent chatter (washboarding) in the finished mat. If washboarding occurs, that area shall be corrected to eliminate the washboard.

3. The rear flexible strike-off blade shall make close contact with the pavement and shall be capable of being adjusted to the various crown slopes so as to apply a uniform seal coat. Blades shall be changed as frequently as necessary to prevent longitudinal scouring.

4. The maximum speed of the application equipment shall not be greater than 180 feet per minute.

Preparation of Surface
Immediately prior to applying the slurry, the Contractor shall clean the street surface and lip of gutter joints of all loose material, silt spots, vegetation, and any other matter, which may adversely affect the adherence of the slurry to the existing pavement.

The Contractor shall be responsible for sweeping all streets with a mechanical power broom immediately prior to sealing. The Engineer may require particularly dirty streets to be flushed with water. The Engineer must approve all flushing operations. The Contractor shall be responsible for cleaning sidewalks and driveways soiled by flushing operations.

The Contractor shall be responsible for removing all traffic striping, markings and raised pavement markers prior to the chip seal operation. Also see Section “Traffic Striping and Pavement Markings” found elsewhere in these specifications for the removal of existing traffic striping.

Excess crack seal shall be removed on roadways indicated in these specifications by grinding or by any method approved by the Engineer and no additional compensation shall be allowed therefore.

Removed materials to be disposed of shall be disposed of in accordance with the provisions of Section 7.02 Concrete Removal, Structure Removal or Pavement Removal of the Standard Specifications.

The Contractor shall be responsible for locating, covering, removing, cleaning and protecting all utility covers, maintenance hole covers, water valve boxes, and any other utility covers. All manholes, utility, and survey monument covers encountered in the area to be resurfaced shall be carefully referenced out prior to the resurfacing operations by the Contractor. The methods of protection, referencing, locating, and cleaning shall be subject to approval by the Engineer prior to any resurfacing. All protective coverings shall be removed each day before opening the street to traffic.

Placing

The slurry seal shall be placed at a rate of approximately twelve (12) to fifteen (15) pounds per square yard. The exact rate shall be as determined by specific weight of aggregate, the surface demand of the pavement, and the size of the largest particle size of the aggregate.

The slurry seal shall not be placed when the existing pavement or air temperature is below 55 degrees Fahrenheit (15 degrees C) and falling, or during unsuitable weather, but may be applied when both pavement and air temperature are above 45 degrees Fahrenheit (7 degrees C) and rising.

Concrete bridge decks shall not be slurry sealed unless otherwise directed by the Engineer.

All undulations and speed humps shall be slurry sealed unless otherwise directed by the Engineer.

All through driving lanes shall be spread in full lane width pulls only. Slurry sealing of driveway aprons, returns, and other incidental work shall be accomplished concurrently with application of the street. The joint between the pavement and the PCC gutter shall be sealed with slurry seal. A straight-line cut-off shall be obtained by laying down a strip of building paper or other approved material. The Contractor shall remove such paper and any excess slurry after application of the slurry. Edge limits of the slurry on both sides of the street shall be maintained in a neat and uniform line.

When feasible, all joints and curb lines shall be pulled by machine to keep handwork to a minimum. Ridges or bumps in the finish surface shall not be permitted.

Building paper shall be placed at transverse joints and over previously placed slurry seals to avoid the double placement of slurry seal. Other methods to avoid double placement may be used if first approved by the Engineer.

Unless the Engineer makes other arrangements, all intersections are to be slurry sealed where there are two or more blocks in line. The Contractor shall seal all alley returns adjacent to streets

that are to be sealed back to the property line. Where two streets that are to be sealed intersect, the Contractor shall seal the entire pavement in the intersection, including the round corner area. Areas to be slurry sealed that are inaccessible to the spreader box may be spread by other approved means.

The Contractor shall remove all excess material, which is placed outside asphalt pavement areas. Hand tools shall be available in order to remove spillage.

Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment shall be subject to approval by the Engineer.

The Contractor shall repair and reseal all areas of the streets, which have not been sealed properly or completely at no additional cost to the City.

The Contractor shall be responsible for one (1) sweep approximately one week after placement of slurry seal and final sweep approximately three–four weeks after placement of slurry seal.

The Contractor shall be responsible for sweeping the streets and sidewalks where excessive raveling may occur after placing of the slurry seal or when requested by the Engineer within 24 hours at no additional cost to the City**. Contractor shall notify the Engineer within the same day when the sweeping has occurred.**

At the end of each day's production, the Contractor shall send to the Engineer a report containing the following information:

1. Tons of dry aggregate consumed that day.
2. Tons of asphalt emulsion consumed that day; and
3. Surface area covered that day.

This report shall be received no later than 10:00 a.m. of the following day.

Repair of Early Distress

If bleeding, raveling, delamination, rutting, or washboarding occurs after placing the slurry seal, the Contractor shall diligently pursue repairs by any method approved by the Engineer.

Measurement and Payment

Slurry Seal, Type II shall be measured by the square foot of slurry seal actually placed. Measurement shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

The contract unit price paid per SQUARE FOOT of SLURRY SEAL, TYPE II shall include full compensation for furnishing all labor, equipment, tools, materials and incidentals, and preparation required to provide and place slurry seal, including sweeping, and cleaning pavement surfaces as specified in the State Standard Specifications, these specifications, and as directed by the Engineer.

25. THERMOPLASTIC - TRAFFIC STRIPING AND PAVEMENT MARKING

Thermoplastic traffic stripes and pavement markings shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State Standard Construction Specifications and these specifications.

The Contractor shall field verify all existing striping marking, widths, types, and alignments in advance of the resurfacing. Traffic striping and Markings shall be recorded by type, size, color and location and accurately and neatly detailed so that striping and, markings may be identically replaced, unless otherwise noted in the drawings. This record shall be submitted for review and acceptance by the Engineer prior to any removal activity. The record shall also include the limits or changes in striping pattern, including one- and two-way barrier lines, limit lines, crosswalks and other pavement markings.

All existing striping and markings within the areas to be resurfaced and as directed by the Engineer shall be removed prior to placing any resurfacing. This does not apply to areas proposed for base repair, leveling course, reconstruction and within grinding limits.

Striping removal shall occur no sooner than two (2) calendar days prior to the pavement resurfacing. If the stripe removal is performed on a day other than the day of pavement resurfacing, the Contractor shall supply and install temporary pavement markings as detailed in these specifications. The Contractor shall be responsible for the removal of the temporary pavement markings prior to placement of the resurfacing.

All limit lines, crosswalks and legends within the project limit shall be scarified prior to resurfacing. Scarification shall be performed by grinding such that at least 50% of the underlying pavement is exposed.

Grinding material shall be removed immediately as the work progresses. Accumulation of grinding material which may constitute a hazard to traffic shall not be permitted.

Placement of Traffic Stripes and Pavement Markings

The existing striping shall be replaced with thermoplastic, as specified in these specifications and as directed by the Engineer. Unless noted elsewhere in these specifications and Plans, Traffic striping and pavement markings shall be replaced at all locations where existing traffic stripes and pavement markings are obliterated or covered as a result of asphalt resurfacing operations.

The thermoplastic material shall be applied by extrusion method in a single uniform layer.
Unless otherwise noted on the plans or in these specifications, the Contractor shall replace all pavement delineation on the same alignment and location.

Reflective Pavement Markers shall conform to Section 84, “Traffic Stripes and Pavement Markings,” of the Standard Construction Specifications and these specifications. All pavement markers shall be removed prior to pavement resurfacing. Pavement markers shall be applied at all locations where existing pavement markers are obliterated or removed as a result of asphalt resurfacing operations.

Unless otherwise noted on the plans or in these specifications, the Contractor shall replace all pavement markers on the same alignment and location.

Fire Hydrant Markers - Blue reflective pavement markers shall be placed in the street, 6” to 12” off of centerline and perpendicular to all fire hydrants. Markers shall be blue with two reflective faces. Contractor shall be responsible for locating all fire hydrants and layout work required for installation of blue reflective pavement markers. **Blue markers shall be referenced and installed at all fire hydrant locations within the project limits whether a reflective pavement marker was existing or not.**

Traffic Striping

Contractor shall furnish and replace traffic stripes and markings in the original pattern on all roadways, unless otherwise show on the Plan Traffic Striping shall be Thermoplastic Traffic Stripe and applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State Standard Specifications and these special provisions.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern. All existing striping within the project limits and any conflicting striping shall be removed by sand blasting or as directed by the Engineer. Contractor shall replace all striping which is obliterated or damaged during the Project.

The Contractor shall physically tie down the location of the beginning and ending of each existing stripe and marking adjacent to the work area. The Contractor shall accurately replace the existing stripes and markings by cat tracking with painted marks. Temporary tab markers shall not be placed more than twelve feet apart on curves nor more than twenty-four feet apart on straight segments. Temporary tab markers shall be the same color as the stripe they are replacing, shall measure two inches tall by 3-1/2 inches wide, and have a reflective lens across the marker width.

Upon notification by the Contractor, the City Engineer shall review and approve the cat tracking prior to applying the permanent stripes and markings. The Contractor shall allow a minimum of three working days for City review of the cat tracking, and permanent stripes and markings shall not be applied prior to City approval. The City may make changes to the layout after cat tracking.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in California Department of Transportation, Specification PTH-02ALKYD.
Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m^{-2} lx^{-1}. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m^{-2} lx^{-1}.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb/ft)
0.079	0.27

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Time Limitations

Temporary Lane Delineation

The Contractor shall, upon completing slurry work, which covers or obliterates existing pavement striping, immediately place temporary striping or other delineation as approved by the Engineer along the lines of the existing striping to direct traffic until permanent striping or markers can be placed.

Final striping and pavement markings shall be complete no later than ten days after placement of slurry seal. Scheduling of raised pavement marker installation shall comply with State Standard Specifications Section Nos. 85-103B and 85-103C.

The Contractor shall place the striping and markings between seven (7) and fourteen (14) calendar days of the placement of slurry seal. The Contractor shall pay liquidated damages of $500.00 per calendar day for each street that is not completed beyond the fourteen (14) calendar days.

Measurement and Payment

The contract price paid per Linear Foot for Thermoplastic Traffic Striping – 12-Inch White, and Thermoplastic Traffic Striping – 12-Inch Yellow shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying thermoplastic traffic striping and marking (regardless of the widths, and patterns of individual stripes involved in each traffic stripe), complete in place, including lead compliance, establishing alignment for stripes, and layout work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City Engineer.

The contract price paid per Each for Thermoplastic Traffic Marking – “Stop”, Thermoplastic Traffic Marking – “Dip”, Thermoplastic Traffic Marking – “Signal Ahead”, and Thermoplastic Marking – “School” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying thermoplastic traffic striping and marking (regardless of the widths, and patterns of individual stripes involved in each traffic stripe), complete in place, including lead compliance, establishing alignment for stripes, and layout work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City Engineer.

The contract price paid per Each for Pavement Marker shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in supplying and applying Pavement Markers (regardless of the sizes, colors, and patterns of individual markers involved), complete in place, including lead compliance, establishing alignment, and layout work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City Engineer.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: September 10, 2014

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

PREPARED BY: Matt Bennett, Deputy City Engineer

SUBJECT: Construction Contract Award - George Avenue Sidewalk Infill Improvement Project (CIP 0029)

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council authorize City Manager to execute a construction contract with DASH Construction Company, Inc. in the amount of $86,262.50 for the George Avenue Sidewalk Infill Project (CIP 0029). Staff further recommends the City Council authorize the City Engineer to approve change orders not to exceed 10% of the contract amount.

BACKGROUND:
The City was awarded $69,715 for the CIP 0029 Project from Riverside County Transportation Commission's SB 821 Bicycle and Pedestrian Facilities Program. The local match for this project is provided by Measure A funds in the amount of $69,715.

The CIP 0029 Project will complete a gap in the sidewalk and provide enhancement of the safety accessing Ronald Reagan Elementary School, including the addition of new sidewalk on George Avenue between Clinton Keith Road and DePasquale Road.

The CIP 0029 project was determined to be categorically exempt from further environmental review required by the California Environmental Quality Act, Section 15301(c) - Class 1 – Existing Facilities because the project work is on an existing street and sidewalk and the project is for the purposes of public safety.

DISCUSSION:
The project was advertised for bids on August 6, 2014. The City Clerk received nine (9) bids on Tuesday, 26, 2014 as follows:

Contractor Name	Bid Amount
Dash Construction Company, Inc.	$86,262.50
Southwest Construction	$97,917.00
PTM General Engineering Services, Inc.	$106,061.00
Hillcrest Contracting	$107,080.12
JDC, Inc.	$107,652.00
Unique Performance	$117,734.00
Martinez Construction Inc.	$117,968.60
The Richards Group	$121,102.00
Beador Construction Company	$127,300.00

The Engineer's Opinion of Construction Costs for these projects was $109,167.50.

Staff has reviewed the bids and the entire bid packages and determined that DASH Construction Company, Inc. is the responsible bidder submitting the lowest responsive bid.

DASH Construction Company, Inc. holds a valid Class A General Contractor's license in the State of California, with no enforcement actions listed. Their license expires in August 31st, 2015. The Experience/Qualifications Statement that was submitted with the bid documents indicate that DASH Construction Company, Inc. has engaged in contracting under the current name for nine years, and has never failed to satisfactorily complete a contract. DASH Construction Company, Inc. listed three sidewalk/ concrete structures projects completed in between 2011 and 2013 ranging in value from $119,000 to $657,247. These projects were completed for the Cities of Arcadia, Glendora, and for the Department of General Services.

The contract allows 30 working days to complete the required work. Based on construction starting within 18 working days after this award, construction would start on September 29, 2014 and the contract time will expire on November 7, 2014.

FISCAL IMPACTS:

The Project is funded $67,715 from the RCTC SB 821 Bicycle and Pedestrian Facilities Program. The "local match" for this project is provided by Measure A funds in the amount of $69,715.

The Project expenditure summary is provided in the table below.

Project Expenditures	Budget	Expenditures to Date	Budget Remaining
Preliminary Engineering	$ 39,800	$ 15,600	$ 24,200
Construction Management and Construction	$ 99,600	$ 0	$ 99,600
Total	**$ 139,400**	**$ 15,600**	**$ 123,800**

The budget remaining is adequate to fund construction management, construction, and construction contingency.

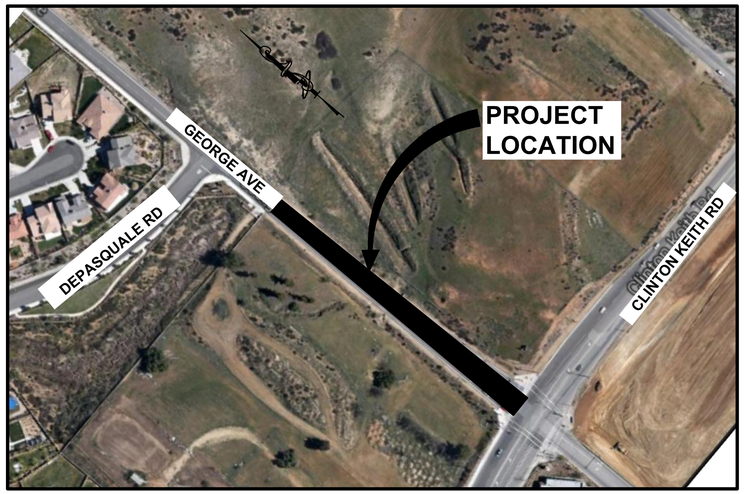
There is no fiscal impact to the City's General Fund.

Submitted by:	Approved by:
Dan York	Gary Nordquist
Assistant City Manager	City Manager

ATTACHMENTS:

A. Improvement Plan Schematic
B. DASH Construction Company, Inc. Bid Package
C. Short-Form Construction Contract

ATTACHMENT A



LOCATION MAP

NOT TO SCALE

CITY OF WILDOMAR
23873 CLINTON KEITH ROAD, SUITE 201
WILDOMAR, CALIFORNIA 92595

PROJECT PLANS FOR

GEORGE AVENUE SIDEWALK IMPROVEMENT PROJECT

VICINITY MAP

NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	PLAN & PROFILE
4	DETAILS

CONTACTS:

DESIGN
INTERWEST CONSULTING GROUP
STEVEN PALMER (916) 378-4677

WATER & SANITARY SEWER
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
IMAD BAIYASI (951) 674-3146

FIRE
RIVERSIDE COUNTY FIRE DEPARTMENT / CALFIRE
STEVEN BEACH (951) 246-2337

DRAINAGE
CITY OF WILDOMAR
DAN YORK (951) 677-7751

ELECTRICITY
SOUTHERN CALIFORNIA EDISON
KATIE PARSELL (951) 249-8353

GAS
SOUTHERN CALIFORNIA GAS COMPANY
ROD PACULBA (909) 335-7558

TELEPHONE
VERIZON
PHIL BRILLINGER (951) 658-7305

TIME WARNER
XOCHITL ORTEGA (951) 830-0419

UNDERGROUND SERVICE ALERT
(800) 227-2600

APPROVALS:

CITY OF WILDOMAR

CITY ENGINEER DATE
DAN YORK

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCHMARK

REGISTERED PROFESSIONAL ENGINEER
STEVEN V. PALMER
No. 58153
Exp. 06-30-16
CIVIL
STATE OF CALIFORNIA

PROJECT NAME:
GEORGE AVENUE SIDEWALK IMPROVEMENTS

DESIGNED BY: S. PALMER
DATE: 5/23/2014
CHECKED BY: S. PALMER
DATE: 7/18/2014

CITY OF WILDOMAR
DEPARTMENT OF PUBLIC WORKS
GEORGE AVENUE SIDEWALK
TITLE SHEET

SHEET 1 OF 4

7/20/2014 3:23:11 PM

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF WILDOMAR IMPROVEMENT STANDARDS AND SPECIFICATIONS, LATEST EDITION, RIVERSIDE COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS, AND SPECIFIED SECTIONS OF THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS.

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSED PROFESSIONAL PRIOR TO CONSTRUCTION.

3. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO CITY STANDARD NO. 206 AND/OR NO. 207, AS DIRECTED IN THE FIELD.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF WILDOMAR. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED FOR REVIEW TO THE CITY INSPECTOR PRIOR TO PLACEMENT AND START OF ANY CONSTRUCTION.

5. A. CONSTRUCTION PROJECT MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. CONTRACTOR IS REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.

B. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE NOI WITH A VALID WDID NUMBER.

6. EXISTING STORM DRAIN PIPES/CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND/OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE ENGINEERING DEPARTMENT.

7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMIT # _____ ON THE PLAN.

8. FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.

9. THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UNKNOWN UNDERGROUND UTILITIES.

EROSION & SEDIMENT CONTROL NOTES

1. EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP's) SHALL BE INSTALLED AND MAINTAINED DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). SEDIMENT CONTROL BMP's SHALL BE INSTALLED AND MAINTAINED ALL YEAR ROUND.

2. ALL DRAINAGE INLETS IMMEDIATELY DOWNSTREAM OF THE WORK AREAS AND WITHIN THE WORK AREAS SHALL BE PROTECTED WITH SEDIMENT CONTROL AND INLET FILTER BAGS, YEAR ROUND. INLET FILTER BAGS SHALL BE REMOVED FROM THE DRAINAGE INLETS UPON ACCEPTANCE OF THE PUBLIC IMPROVEMENTS BY THE CITY.

3. ALL AREAS DISTURBED DURING CONSTRUCTION, BY GRADING, TRENCHING, OR OTHER ACTIVITIES, SHALL BE PROTECTED FROM EROSION DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). HYDROSEED, IF UTILIZED, MUST BE PLACED BY SEPTEMBER 15. HYDROSEED PLACED DURING THE WET SEASON SHALL USE A SECONDARY EROSION PROTECTION METHOD.

4. SENSITIVE AREAS AND AREAS WHERE EXISTING VEGETATION IS BEING PRESERVED SHALL BE PROTECTED WITH CONSTRUCTION FENCING. SEDIMENT CONTROL BMP's SHALL BE INSTALLED WHERE ACTIVE CONSTRUCTION AREAS DRAIN INTO SENSITIVE OR PRESERVED VEGETATION AREAS.

5. SEDIMENT CONTROL BMP's SHALL BE PLACED ALONG THE PROJECT PERIMETER WHERE DRAINAGE LEAVES THE PROJECT. SEDIMENT CONTROL BMP's SHALL BE MAINTAINED YEAR ROUND UNTIL THE CONSTRUCTION IS COMPLETE OR THE DRAINAGE PATTERN HAS BEEN CHANGED AND NO LONGER LEAVES THE SITE.

6. EROSION AND SEDIMENT CONTROL MEASURES FOR THIS PROJECT SHALL BE IN SUBSTANTIAL COMPLIANCE AT ALL TIMES WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THE PROJECT IN ACCORDANCE WITH THE STATE OF CALIFORNIA GENERAL CONSTRUCTION PERMIT. THIS PERMIT REQUIRES THAT THE SWPPP BE KEPT UP TO DATE TO REFLECT THE CHANGING SITE CONDITIONS AND THE SWPPP IS TO BE AVAILABLE ON SITE AT ALL TIMES FOR REVIEW BY STATE AND LOCAL INSPECTORS.

SIGNING & STRIPING GENERAL NOTES

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS, AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

2. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, (800) 227-2600, AND ALL CONCERNED UTILITY COMPANIES AT LEAST TWO WORKING DAYS IN ADVANCE OF EXCAVATION.

3. ALL SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZES. STREET NAME SIGN SHALL CONFORM TO COUNTY STD 815 AND 816.

4. ALL PAVEMENT MARKINGS AND SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZES. ALL MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS. STENCILS FOR PAVEMENT MARKING SHALL MATCH CALTRANS STANDARD PLANS.

5. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.

6. ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.

7. ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.

8. THE CONTRACTOR SHALL APPLY PAVEMENT MARKINGS AND STRIPES INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS USING THERMOPLASTIC MATERIAL.

9. THE CONTRACTOR SHALL FURNISH AND INSTALL RAISED PAVEMENT MARKERS (RPMS) WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMS WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.

10. THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 4" X 4" WOOD POST AND 48" SIGN PANEL ON 4" X 6" WOOD POST WITH ANCHOR BLOCKS, FASTENED WITH HEX BOLTS AND NUTS PER CALTRANS STANDARD PLAN RS2, IF NOT WITHIN SIDEWALK UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER. IF THE SIGN IS WITHIN THE SIDEWALK, A GALV. 2" ID POLE IS REQUIRED AND A 12" SQUARE BLOCK OUT SHALL BE PROVIDED IN THE SIDEWALK. TELSPAR OR SQUARE TUBE ALLOWED AS APPROVED BY INSPECTION.

11. THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY INSPECTOR OR AS DIRECTED BY THE ENGINEER.

12. THE CONTRACTOR SHALL LAYOUT (CAT-TRACK) THE PROPOSED STRIPING AND MARKINGS IN ACCORDANCE WITH THE PLANS WITHIN THREE WORKING DAYS OF FINAL PAVING. CONTACT CITY INSPECTOR TO OBTAIN APPROVAL OF LAYOUT PRIOR TO ACTUAL INSTALLATION.

13. THE CONTRACTOR SHALL COORDINATE ALL SIGNING AND STRIPING WORK THROUGH ENGINEER PRIOR TO OPENING NEW ROADWAYS AND/OR EXISTING ROADWAYS TO NEW SIGNING AND STRIPING IN ACCORDANCE WITH THE PLANS.

ABBREVIATIONS:

FG	FINISHED GRADE	SD	STORM DRAIN PIPE
EG	EXISTING GRADE	SF	SQUARE FEET
EX	EXISTING	FL	FLOW LINE
GB	GRADE BREAK	CL	CONTROL LINE
BOW	BACK OF WALK	HP	HIGH POINT
RCP	REINFORCED CONCRETE PIPE	LP	LOW POINT
HDPE	HIGH DENSITY POLYETHYLENE PIPE	AB	AGGREGATE BASE
CMP	CORRUGATED METAL PIPE	AC	ASPHALT CONCRETE
INV	PIPE INVERT	TM	TRANSMISSION MAIN
PAS	PIPED AERATION SYSTEM	OG	OPEN GRADED

CONSTRUCTION NOTES

1. SAWCUT AND JOIN EXISTING ASPHALT PER DETAIL ON SHEET 4
2. CONSTRUCT CURB AND GUTTER PER CITY STD. NO. 200
3. CONSTRUCT CONCRETE SIDEWALK PER CITY STD. NO. 401
4. REMOVE EXISTING ASPHALT CURB
5. CONSTRUCT OVERSIDE DRAIN PER CITY STD. NO. 306, MODIFIED PER DETAIL ON SHEET 5
6. CONSTRUCT UNDER SIDEWALK DRAIN PER CITY STD. NO. 309, MODIFIED PER DETAIL ON SHEET 4
7. ADJUST WATER LINE APPURTENANCE TO FINISH GRADE
8. ADJUST UTILITY BOX TO GRADE
9. PROTECT EXISTING UTILITY IN PLACE
10. RELOCATE EXISTING STREET SIGN TO BACK OF NEW SIDEWALK
11. INSTALL TYPE E LOOP DETECTOR PER CITY STD. NO. 1201

LEGEND

	EXIST. TRAFFIC SIGNAL BOX	SS	EXIST. SANITARY SEWER
	EXIST. STREET LIGHT		EXIST. STORM SEWER
	EXIST. FIRE HYDRANT	W	EXIST. WATER LINE
	EXIST. WATER VALVE	G	EXIST. GAS LINE
	EXIST. UTILITY POLE	IR	EXIST. IRRIGATION LINE
	EXIST. UTILITY POLE W/ GUY WIRE	OHE	EXIST. OVERHEAD ELECTRIC LINE
Gas Valve	EXIST. GAS VALVE	UE	EXIST. UNDERGROUND ELECTRIC LINE
	EXIST. MANHOLE	TEL	EXIST. TELEPHONE
	EXIST. CONIFEROUS TREE	X	EXIST. FENCE
	EXIST. DECIDUOUS TREE		PROPOSED FLOWLINE, CURB & GUTTER
XXXX	EXISTING MINOR CONTOUR		PROPOSED SIGN
XXXX	EXISTING MAJOR CONTOUR	XX.X	PROPOSED SPOT ELEVATION
X	EXISTING FENCE	XXXX	PROPOSED MINOR CONTOUR
		XXXX	PROPOSED MAJOR CONTOUR

REVISIONS

NO.	DESCRIPTION	DATE	BY

REGISTERED PROFESSIONAL ENGINEER
STEVEN V. PALMER
No. 58153
Exp. 06-30-16
CIVIL
STATE OF CALIFORNIA

PROJECT NAME:

GEORGE AVENUE SIDEWALK IMPROVEMENTS

DESIGNED BY: S. PALMER
DATE: 5/23/2014

CHECKED BY: S. PALMER
DATE: 7/18/2014

CITY OF WILDOMAR
DEPARTMENT OF PUBLIC WORKS
GEORGE AVENUE SIDEWALK
GENERAL NOTES

SHEET 2 OF 4

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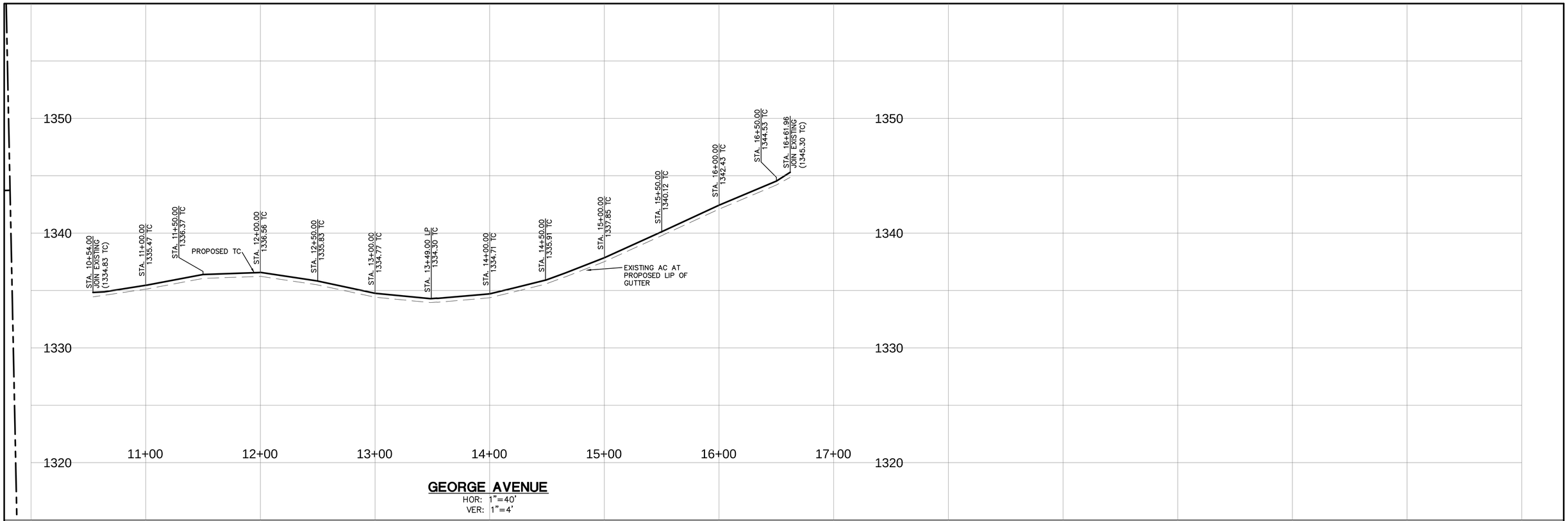

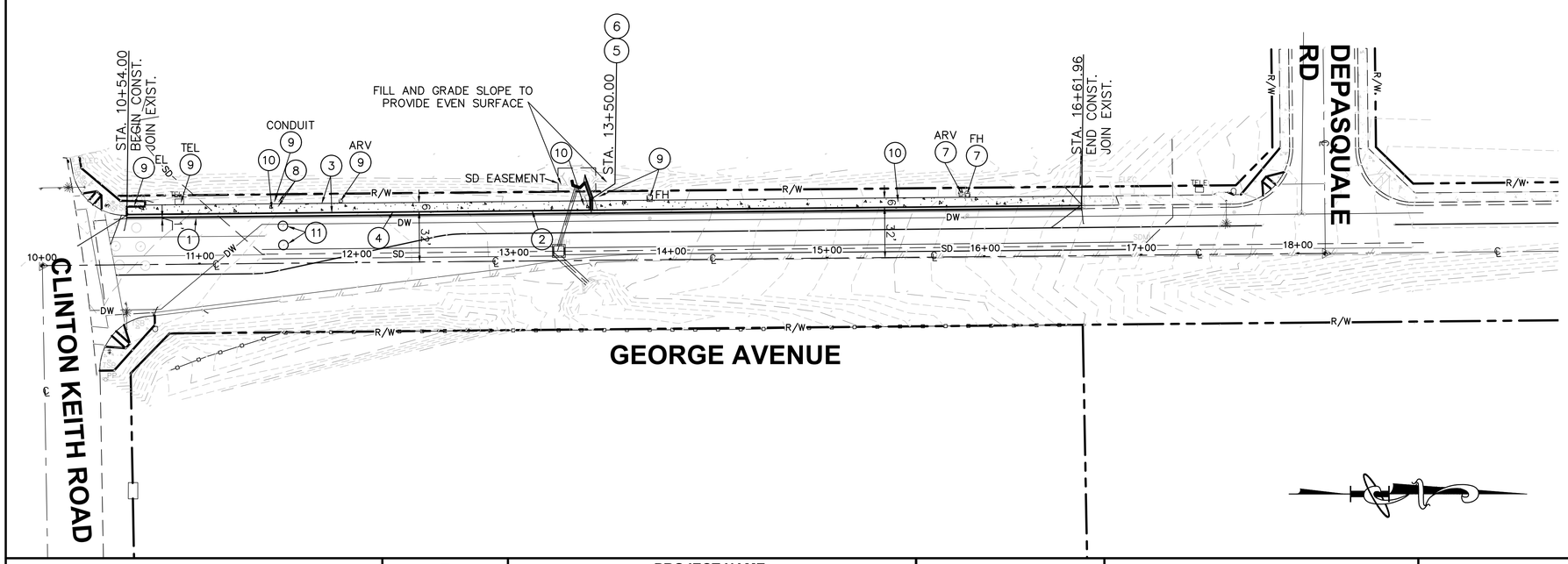

CONSTRUCTION NOTES

1. SAWCUT AND JOIN EXISTING ASPHALT PER DETAIL ON SHEET 4
2. CONSTRUCT CURB AND GUTTER PER CITY STD. NO. 200
3. CONSTRUCT CONCRETE SIDEWALK PER CITY STD. NO. 401
4. REMOVE EXISTING ASPHALT CURB
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6. CONSTRUCT UNDER SIDEWALK DRAIN PER CITY STD. NO. 309, MODIFIED PER DETAIL ON SHEET 4
7. ADJUST WATER LINE APPURTENANCE TO FINISH GRADE
8. ADJUST UTILITY BOX TO GRADE
9. PROTECT EXISTING UTILITY IN PLACE
10. RELOCATE EXISTING STREET SIGN TO BACK OF NEW SIDEWALK
11. INSTALL TYPE E LOOP DETECTOR PER CITY STD. NO. 1201

REVISIONS

NO.	DESCRIPTION	DATE	BY

REGISTERED PROFESSIONAL ENGINEER
STEVEN V. PALMER
No. 58153
Exp. 06-30-16
CIVIL
STATE OF CALIFORNIA

PROJECT NAME:

GEORGE AVENUE SIDEWALK IMPROVEMENTS

DESIGNED BY: S. PALMER
DATE: 5/23/2014

CHECKED BY: S. PALMER
DATE: 7/18/2014

SCALE:

40 20 0 40 80
SCALE: 1" = 40'

CITY OF WILDOMAR
DEPARTMENT OF PUBLIC WORKS
GEORGE AVENUE SIDEWALK
PLAN & PROFILE

SHEET 3 OF 4

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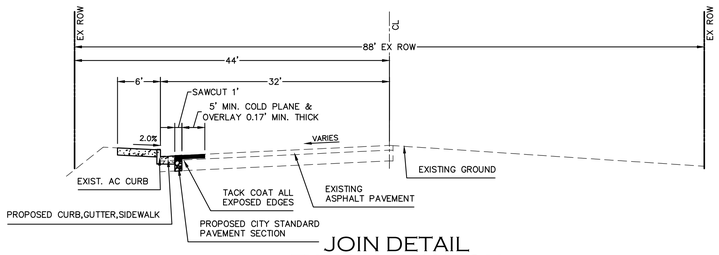
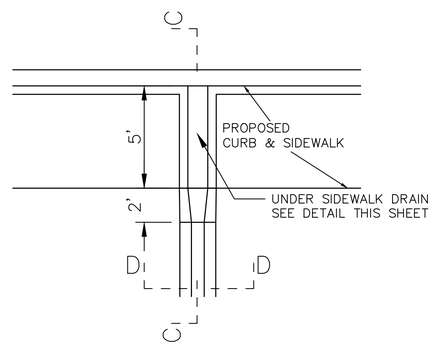
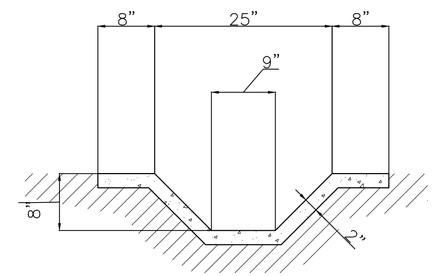
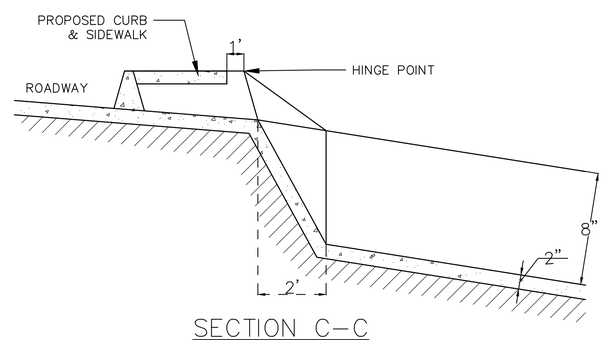


JOIN DETAIL
TYPICAL SECTION
1
GEORGE AVE
N.T.S.



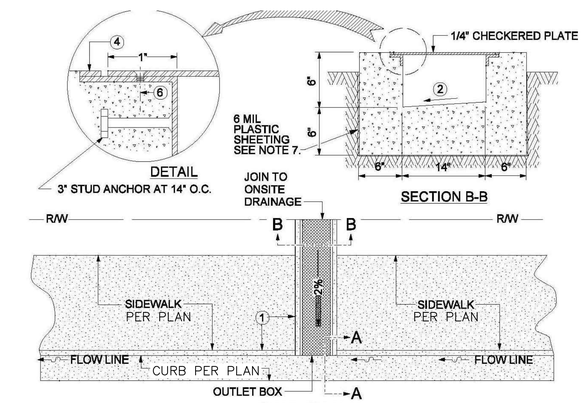


SECTION D–D



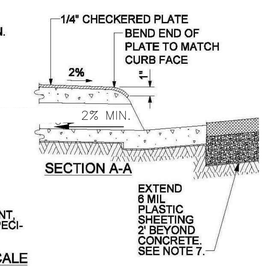
SECTION C–C

OVERSIDE DRAIN
5 CITY STANDARD NO. 306 & 309 (MODIFIED)
N.T.S.



NOTE

1. UNDER SIDEWALK DRAIN TO BE CONSTRUCTED AT 90°. VARIATIONS FROM 90° REQUIRE THE APPROVAL OF THE DIRECTOR OF TRANSPORTATION.
2. SLOPE TO DRAIN TO ONE SIDE.
3. ALL EXPOSED METAL PARTS TO BE GALVANIZED AFTER FABRICATION.
4. 1 1/2" X 1 1/2" X 1/4" "L" FRAME WITH 3/8" X 1/4" STEEL STRIP WELDED TO FRAME.
5. CHECKERED PLATE SHALL BE GALVANIZED STEEL, MAXIMUM WIDTH 36".
6. FASTEN WITH 1/4" COARSE-THREAD COUNTERSINK METAL SCREWS AT 12" O.C..
7. WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, SPECIAL CONSIDERATIONS ARE REQUIRED. SEE SPECIFICATIONS (SECTION 16.04).



NOT TO SCALE

UNDER SIDEWALK DRAIN
6 CITY STANDARD NO. 309 (MODIFIED)
N.T.S.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

REGISTERED PROFESSIONAL ENGINEER
STEVEN V. PALMER
No. 58153
Exp. 06-30-16
CIVIL
STATE OF CALIFORNIA

PROJECT NAME:

GEORGE AVENUE SIDEWALK IMPROVEMENTS

DESIGNED BY: S. PALMER
DATE: 5/23/2014

CHECKED BY: S. PALMER
DATE: 7/18/2014

CITY OF WILDOMAR
DEPARTMENT OF PUBLIC WORKS
GEORGE AVENUE SIDEWALK
CROSS SECTIONS

SHEET 4 OF 4

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ATTACHMENT B

A-1. Bid Schedule and Bid Form

Bid Schedule

The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: DS Date: 8/22/14

Bid Form

To be filled in and signed by the bidder.

Initial: DS Date: 8/22/14

A-2. Bond Accompanying Bid

This bond is to be executed by the bidder and the surety company unless bid is accompanied by cash. The amount of this bond shall be not less than ten (10) percent of the total amount bid and may be shown in dollars or on a percentage basis.

Initial: DS Date: 8/22/14

A-3. Non-Collusion Affidavit

A Non-Collusion Affidavit must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: DS Date: 8/22/14

A-4. Experience/Qualifications

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: DS Date: 8/22/14

A-5. Designation of Subcontractors

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: DS Date: 8/22/14

A-6. Insurance Requirements

Part III, Section 22 of the Agreement for Construction Services, for this project have been read and understood.

Initial: DS Date: 8/22/14

A-7. Project Inspection

The bidder certifies that he has toured the project site and is familiar with the work involved.

Initial: DS Date: 8/22/14

A-8. Bond Requirements

The bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100.0%) of the Contract amount will be required. A payment bond equaling one hundred percent (100.0%) of the Contract amount will also be required.

Initial: DS Date: 8/22/14

A-9. Completion

The City makes no guarantee as to the method of work chosen by the bidder. It is the bidder's responsibility to plan and schedule the work in order to complete the work in the time specified.

Initial: DS Date: 8/22/14

A-10. Addenda

The bidder acknowledges that he must sign and attach any applicable addenda to the bid proposal.

Initial: DS Date: 8/22/14

SECTION B.
BID PROPOSAL FORM

Proposal To: The Honorable Mayor and City Council

City of Wildomar

Wildomar, California

The undersigned bidder hereby proposes to furnish and deliver all necessary labor, tools, material, tax, transportation, services, equipment and other means of construction to perform the work required for the completion of the project entitled George Avenue Sidewalk Infill Improvement project in accordance with the plans, specifications and other contract documents, together with all Addenda issued by the City of Wildomar prior to the opening of the bid proposals, if any, now on file at the office of the City Clerk located at 23873 Clinton Keith Road, Suite 201, Wildomar, California, 92595. The amount set forth on the Bid Schedule includes all labor, materials, transportation and services necessary to complete said work, including State of California and local sales or use taxes, license or permit fees, if any.

Said bidder declares that it has read the accompanying Invitation to Bid and Instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all contract documents, drawings and addenda issued by the City, and that it will contract with the City to construct and complete the project in satisfactory condition, has completed the Bidder's checklist and all other bid documents set forth in Part II, Sections B through G.

If awarded the Contract, the bidder expressly agrees to begin work not later than fifteen (15) days after being notified in writing by the City Engineer to commence work on the project. The Bidder further agrees to complete all work required under the Contract within forty (40) working days, as that term is defined in Section 4 of the Agreement, upon the issuance of the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule.

The bidder acknowledges it understands that a waiting period from time of bid opening until award may be sixty (60) days during which time the bid may not be withdrawn. The bidder further acknowledges that it has adjusted the bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

As provided in the Bidder's Checklist, enclosed is a ( ) cash deposit, ( ) cashier's check, ( ) surety bid bond (check as appropriate) in an amount of not less that ten percent (10.0%) of the amount of the bid. If a bid bond was submitted, the name of the Surety is American Contractors Ind. in an amount not less than ten percent (10%) of the amount bid. If the enclosure is a check or bond, it is made payable to the City of Wildomar.

The undersigned bidder agrees that the enclosed cash deposit, cashier's check, or surety bond accompanying this proposal, shall be left on deposit with the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of cost, and publication of notice are paid. The undersigned bidder further agrees that this amount is the

measure of the liquidated damages which the City will sustain by the default of the undersigned through failure to execute and deliver the above agreement and bonds within ten (10) days of written notice of the award of the contract to the undersigned and that the money or surety bond so deposited shall be collectible and become the property of the City in case of such default.

As required by the Public Contract Code section 4104, the subcontractors listed on the Designation of Subcontractors form constitute each subcontractor and the address and location of place of business of the mill, shop or office of each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described in excess of one-half of one percent (0.5%) of the total bid or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars ($10,000.00), whichever is greater, and the portion of said work which will be done by each subcontractor, if the contract for the said work is awarded to the undersigned.

All bidders shall complete all of the following:

Contractor's Name (Printed): DASH Construction Co. Inc.

Bidders Signature: DSH

Bidder's Name (Printed): Darius Shahnavaz

Bidders Title: President

Address: 727 East Cypress Ave. #101

Phone Number: Burbank, CA 91501, (818) 620-7547

Date: 8/22/2014

Contractor's License Number: 864505

Contractor's License Classification: A, B, C8, C13, C33

Contractor's License Exp. Date: 8/31/2015

(NOTE TO BIDDERS: No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

SECTION C.
BID SCHEDULE

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the City Engineer. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

George Avenue Sidewalk Infill Improvements - CIP 0029					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
1	Water Pollution Control Program	LS	1	DS	656.25
2	Mobilization	LS	1	—	7,500.00
3	Construction Area Traffic Control	LS	1	—	5,750.00
4	Minor Grading	LS	1	—	4,350.00
5	Remove Existing Asphalt Curb	LF	608	5.22	3,175.00
6	Sawcut and Join Existing Asphalt	LF	608	3.63	2,207.50
7	Roadway Excavation	CY	68	82.72	5,625.00
8	Aggregate Base Class 2 (6-Inch Depth)	Ton	69	98.82	6,818.75
9	Asphalt Concrete Type A	Ton	52	252.40	13,125.00
10	Curb & Gutter Per City Std. No. 200	LF	608	22.50	13,680.00
11	Concrete sidewalk	SF	3,648	3.15	11,500.00
12	Overside Drain	EA	1	—	5,650.00
13	Under Sidewalk Drain	EA	1	—	1,400.00
14	Adjust Waterline Appurtenance	EA	2	625	1,250.00
15	Adjust Utility Box to Grade	EA	2	225	450.00

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
16	Relocate Existing Traffic Sign	EA	2	187	375.00
17	Install Type E Loop Detector	EA	2	1,375	2,750.00
TOTAL BID PRICE					$86,262.50

** The basis of comparison of bids shall be by evaluation of the TOTAL BID PRICE

Note: LS = Lump Sum
LF = Lineal Feet
SF = Square Feet
SY = Square Yards
EA = Each

Contractor's Name (Printed): DASH Construction Co. Inc.

Bidders Signature: DSh

Bidders Name (Printed): Darush Shahnavaz
(Same Signature as on Proposal)

Bidders Title: President

Date: 8/18/14

SECTION E.
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

I, the undersigned, an authorized representative of DASH Construction being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name (Printed): DASH Construction Co. Inc.

Bidders Signature: _____
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): Darush Shahnavaz

Bidders Title: President

Date: 8/22/2014

Subscribed and sworn to before me

this 22 day of August, 2014.

_____
Signature of Notary Public

ESI1 SETSUKO HIRAKO ESI1
COMM. #2047399
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. OCT. 31, 2017

SECTION F.
EXPERIENCE/QUALIFICATIONS STATEMENT

The bidder has been engaged in the contracting business, under the present business name for 9 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 9 years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
2013	Exterior City Hall, Ramps, Sidewalk,	$346,477	City of Arcadia
2012	Sidewalk, Retain Walk	$119,000	City of Glendora
2011	Install Concrete Platforms	$657,247	DGS

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
2	Jack hammer	Good	Shop.
1	Backhoe	Good	Shop
1	Power Wash Machine	Good	Shop

Contractor's Name (Printed): DASH Construction Co. Inc.

Bidders Signature: [signature]

Bidders Name (Printed): Darius Shahnavaz
(Same Signature as on Bid Proposal Form)

Bidders Title: President

Date: 8/22/14

SECTION G.
DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways including bridges in excess of one-half of one percent (0.5%) of the Contractor's total bid of ten thousand dollars ($10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

SUBCONTRACTOR (Name & Location)	PORTION OF WORK
LPC Paving Co. Inc.	Asphalt Work
Traffic Loops CRACK SEAL INC	Loop Detector

Contractor's Name (Printed): DASH Construction Co. Inc.

Bidders Signature: [signature]

Bidders Name (Printed): Darius Shahnavaz

(Same Signature as on Bid Proposal Form)

Bidders Title: President

Date: 8/22/14

SECTION D.
BIDDER'S BOND

We Dash Construction Company, Inc. as Principal, and American Contractors Indemnity Company as Surety are bound unto the City of Wildomar, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for George Avenue Sidewalk Infill Improvements (CIP 0029) Wildomar CA

(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at City of Wilomar

(Insert place where bids will be opened)

23873 Clinton Keith Rd Wildomar CA 92595 on August 26,2014

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: August 26, 2014

By Dash Construction Company, Inc.
Principal

Business Address 20501 Ventura Blvd # 255
Woodlands Hills CA 91364

By: Donna Shalus

*By American Contractors Indemnity Company
Surety

Business Address 601 S. Figueroa St Suite 1600
Los Angeles CA 90017

By: Elisabete Salazar, Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGMENT

City of Wildomar

County of _____ SS

On this _____ day of _____ in the year 2014____ before me, a notary public in and for the county and state aforesaid, personally appeared _____
Attorney-in-Fact

known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of _____, and acknowledgment to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL) _____
Notary Public

***Note: The signature of the Surety must be done before a Notary Public and acknowledgements with appropriate seals attached hereto. Also the Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 26,2014 (Date) before me, Trina Lee Vega, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Elisabete Salazar (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

TRINA LEE VEGA
Commission # 2056669
Notary Public - California
Los Angeles County
My Comm. Expires Feb 1, 2018

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Patricia Zenizo or Pietro Daniel Micciche of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Three Million****** **Dollars ($** **3,000,000.00** **).**
This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

UNITED STATES SURETY COMPANY

U.S. Specialty Insurance Company

::

Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature V. Wright (Seal)

V. WRIGHT
Commission # 1996319
Notary Public - California
Los Angeles County
My Comm. Expires Dec 8, 2016

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26th day of August, 2014.

Corporate Seals

Bond No. N/A
Agency No. 3057

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

UNITED STATES SURETY COMPANY

U.S. Specialty Insurance Company

Jeannie Lee, Assistant Secretary

ATTACHMENT C

SHORT-FORM CONSTRUCTION CONTRACT
BETWEEN
THE CITY OF WILDOMAR
AND
DASH Construction Company, Inc.

This Agreement for Construction Services ("Agreement"), is made and entered into this ___ day of _____, 20 __, by and between the City of Wildomar, a California municipal corporation organized under the laws of the State of California with its principal place of business at 23873 Clinton Keith Road, Suite 201, Wildomar, California ("City") and **DASH Construction Company, Inc.**, a California **corporation** ("Contractor").

SECTION 1. RECITALS

A. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

B. Contractor is a professional contractor, experienced in providing **Public Works Construction** services and is familiar with the plans of the City.

C. City desires to engage Contractor to **construct public improvements associated with the George Avenue Sidewalk Infill Project** as set forth herein.

D. Contractor has obtained, and delivers concurrently herewith, **PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS** as required by the Contract.

SECTION 2. INCORPORATION OF DOCUMENTS

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Bid Documents and Plans for the George Avenue Sidewalk Infill Project.**

SECTION 3. SCOPE OF WORK

A. Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the **George Avenue Sidewalk Infill Project CIP0029**, including all structures and facilities necessary for the Project or described in the Contract (hereinafter the "Work" or "Project"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference.

Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

B. Change in Scope of Work Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

SECTION 4. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

Contractor shall perform and complete all Work under this Contract within 3**0 working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two hundred fifty Dollars ($250) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

SECTION 5. STANDARD OF PERFORMANCE

Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and its subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

SECTION 6. CONTROL AND PAYMENT OF SUBORDINATES; CONTRACTUAL RELATIONSHIP

City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required

by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

SECTION 7. CITY'S BASIC OBLIGATION

City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

SECTION 8. COMPENSATION AND PAYMENT

A. Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Eighty-six thousand two hundred and sixty-two** Dollars and **fifty** Cents ($**86,262.50**) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

B. Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

SECTION 9. CONTRACT RETENTIONS

From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

SECTION 10. OTHER RETENTIONS

In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis, proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

SECTION 11. SUBSTITUTIONS FOR CONTRACT RETENTIONS

In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

SECTION 12. PAYMENT TO SUBCONTRACTORS

Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

SECTION 13. TITLE TO WORK

As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, and free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

SECTION 14. DISPUTE RESOLUTION

Any separate demand by Contractor for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104 et seq., if applicable.

SECTION 15. TERMINATION

This Contract may be terminated by City at any time by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

SECTION 16. COMPLETION OF WORK

When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City

may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

SECTION 17. CITY'S REPRESENTATIVE

The City hereby designates the **Director of Public Works**, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or here designee.

SECTION 18. CONTRACTOR'S REPRESENTATIVE

Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

SECTION 19. CONTRACT INTERPRETATION

Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

SECTION 20. LOSS AND DAMAGE

Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advanced written notice.

SECTION 21. INDEMNIFICATION

A. Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

B. General Indemnification. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others are required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

SECTION 22. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City. Contractor shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits

by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

D. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A or better and a minimum financial size VII.

E. General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

(1) Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do so likewise.

(2) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

(3) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing

contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(4) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.

(5) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.

(6) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

(7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

(8) Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(9) It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

(10) Contractor agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

(11) Contractor agrees not to self-insure or to use any self-insured retention's or deductibles on any portion of the insurance required herein except as disclosed to and approved by the City and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on

the project contemplated by this Agreement to self-insure its obligations to City. City expressly approves maintenance by the Contractor of a $100,000 deductible on its current Professional Liability insurance policy.

(12) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

(13) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

(14) Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

(15) Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

(16) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(17). The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

(18) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

(19) These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

(20). The requirements in this Section supersede all other sections and provisions of this Agreement, except Exhibit "D" "Modifications to Contract Documents", to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

(21) Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(22) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

SECTION 23. BONDS

A. Performance Bond. If specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

B. Payment Bond. If required by law or otherwise specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

C. Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may

terminate this Agreement for cause.

D. Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 24. SAFETY

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

SECTION 25. WARRANTY

Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) Days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or

replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

SECTION 26. LAWS AND REGULATIONS

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising there from. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION 27. PERMITS AND LICENSES

Contractor shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform the Work described herein.

SECTION 28. TRENCHING WORK

If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705.

To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 29. HAZARDOUS MATERIALS AND DIFFERING CONDITIONS

As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

SECTION 30. UNDERGROUND UTILITY FACILTIES

To the extent required by Section 4215 of the Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

SECTION 31. PREVAILING WAGES

Contractor 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 1600, 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor

shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

SECTION 32. APPRENTICEABLE CRAFTS

When Contractor employs workmen in an apprenticed craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticed occupations shall be with Contractor.

SECTION 33. HOURS OF WORK

Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

SECTION 34. PAYROLL RECORDS

In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

SECTION 35. CONTRACTOR’S LABOR CERTIFICATION

By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

SECTION 36. LABOR AND MATERIAL RELEASES

Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

SECTION 37. EQUAL OPPORTUNITY EMPLOYMENT

Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the state or Federal Constitutions. 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.

SECTION 38. ANTI-TRUST CLAIMS

This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to the Contractor, without further acknowledgment by the parties.

SECTION 39. NOTICES

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY	**CONTRACTOR**
City of Wildomar	DASH Construction Company, Inc.
23873 Clinton Keith Road, Ste. 201	727 East Cypress Ave. Suite 101
Wildomar, CA 92595	Burbank, CA 91501
Attn: Matt Bennett	Attn: Dariush Shahnavaz

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred,

regardless of the method of service.

SECTION 40. ENTIRE CONTRACT; MODIFICATION

This Agreement, including the attached Exhibits "A" through "D" is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreement or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of the agreement. No prior statements, representations or other agreements, whether oral or written, made by any parties which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 41. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract.

SECTION 42. ASSIGNMENT FORBIDDEN

Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

SECTION 43. GOVERNING LAW

This Contract shall be governed by the laws of the State of California.

SECTION 44. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall constitute an original.

SECTION 45. SUCCESSORS

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

SECTION 46. ATTORNEYS' FEES

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

SECTION 47. CLAIMS OF $375,000 OR LESS

Notwithstanding any other provision herein, claims of $375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contracts Code 20104, et seq.

SECTION 48. PROHIBITED INTERESTS

A. Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

B. Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising there from.

SECTION 49. CERTIFICATION OF LICENSE

Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed on the day and year first above written.

CITY OF WILDOMAR

By: _____
Signature

_____
Name

_____
Title

Attest:

_____
City Clerk

DASH CONSTRUCTION COMPANY, INC.

By: _____
Signature

_____
Name

_____
Title

Attest:

_____
Secretary

_____
Classification of Contractor's License

_____
Contractor's License Number

EXHIBIT "A" PLANS AND SPECIFICATIONS

The following plans and specifications are incorporated into this Contract herein by this reference:

The work for which this proposal is submitted is for construction in conformance with the project plans described below, including any addenda thereto, the contract annexed hereto, these Technical Specifications, and also in conformance with the Riverside County Road Improvement Standards and Specifications, dated December 20, 2007 (herein referred to as the Standard Construction Specifications), California Department of Transportation Standard Plans, dated May 2006 the Standard Specifications, dated May 2006 (herein referred to as the State Standard Specifications), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Plans for the work are as follows:

George Avenue Sidewalk Infill Project

Sheet 1:	Title Sheet
Sheet 2:	General Notes
Sheet 3:	Plan and Profile
Sheets 4:	Details

EXHIBIT "B" SPECIAL CONDITIONS

Standard Erosion and Sediment Control Plan Notes:

1. Dust control shall conform to Section 10, “Dust Control”, Section 7-1.01F, “Air Pollution Control”, Section 17, “Watering”, and Section 18 “Dust Palliative” of the State Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, “Fugitive Dust Reduction Program For Coachella Valley”, all other applicable Federal and State laws, and the requirements set forth herein.
2. The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the City of Wildomar, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor’s operations related to the construction contract, which may be levied against both the Contractor and the City of Wildomar by the AQMD or other regulatory agencies. The Contractor’s attention is directed to Section 7-1.01, “Laws to be Observed” of the State Standard Specifications. The cost of all fines levied against the City of Wildomar will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.
3. Dust control of all of the contractor’s operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving

surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to person living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.

4. The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.
5. Attention is directed to AQMD Rule 403.1, which applies to all contracts within the City of Wildomar. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at www.aqmd.gov.
6. Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.06, "Time of Completion" of the State Standard Specifications.
7. The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.
8. A site specific fugitive dust control plan shall be submitted to the City Engineer for review and approval at least 10 days prior to the start of construction.
9. The fugitive dust control plan shall include the "Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate and necessary, including by not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the City Engineer.
10. If the Project Inspector determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractors responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.
11. A completion notice will not be filled, and the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitable stabilized for long term control of fugitive dust.
12. The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the City Engineer. Attendance at AQMD training seminars can be scheduled the AQMD at 1-866-861-DUST or by email to dustcontrol@agmd.gov. Current AQMD certification of previous attendance will be accepted. At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the

Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related to devices, material and chemicals.

13. This signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the dust control enforceability of those requirements.
14. Full compensation for conformance with these dust abatement requirements, including lab equipment and materials, developing water supply and incidentals, shall be considered as included in items of work, and no additional compensation will be allowed therefore.

EXHIBIT "C" CERTIFICATION LABOR CODE-SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

DASH CONSTRUCTION CO., INC.

By: _____

EXHIBIT “D” CONTRACT MODIFICATIONS

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF WILDOMAR, hereinafter designated as the "City", entered into a Contract dated _____, 20__, with _____ hereinafter designated as the "Contractor" for the work described as follows:

_____ Project

WHEREAS, the said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract;

WHEREAS, the Contract is by reference made a part hereof;

NOW, THEREFORE, we, _____ the undersigned Contractor, as Principal, and _____ (corporate surety), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____), lawful money of the United States, said sum being not less than one hundred (100) percent of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract and any alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this

paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____	_____
Name of Surety	Contractor
	By:_____
	Title: _____
_____	
Mailing Address of Surety	and
_____	By:_____
Telephone No. of Surety	Title: _____
By:	_____
Attorney in Fact	

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § § § 995.310, 995.311, 995.320)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Riverside County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF WILDOMAR, hereinafter designated as the "City", has awarded to _____, hereinafter designated as the "Contractor" a Contract for the work described as follows:

_____ Project

WHEREAS, the Contractor is required by the Contract and by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ in the sum of _____ dollars ($_____) said sum being not less than one hundred (100) percent of the total Contract amount payable by the city, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his or its heirs, executors, administrators, successors and assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay all court costs, expenses and reasonable attorney's fee to the prevailing party to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____	_____
Name of Surety	Contractor
	By:_____
	Title: _____
_____	
Mailing Address of Surety	and
_____	By:_____
Telephone No. of Surety	Title: _____
By:	_____
Attorney in Fact	

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § 995.311)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Riverside County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

PART I. TECHNICAL SPECIFICATIONS

1. CONSTRUCTION STAKING AND SURVEYS

The Contractor shall be responsible for establishing all lines, grades and layout for all construction.

This work shall consist of furnishing and setting construction stakes and markers by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as necessary for the City Engineer to check lines, grades, alignment and elevations.

The requirements in Section 5-1.07, “Lines and Grades,” of the State Standard Specifications, which require the establishment of lines and grades by the City Engineer shall not apply to this contract.

Construction staking shall be performed as necessary to control the work as determined by the City Engineer. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed work conforms to the lines, grades, and section shown on the plans. Vertical alignment and the coordinates of centerlines and layout lines will be furnished to the Contractor at the pre-construction conference for his use in performing the construction staking.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible, and accurate. Construction stakes shall be removed from the site of work when no longer needed.

Measurement and Payment
Payment for construction staking and surveys shall be considered as included in the Contract prices paid for the various items of work and no additional payment will be made therefore.

2. WATER POLLUTION CONTROL PROGRAM

As part of the Contractor’s Water Pollution Control Program, the Contractor shall submit a Stormwater Pollution Prevention Plan (SWPPP), conforming to “The Construction Site Best Management Practices (BMPs) Manual" and the "Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" for the State of California, for review and acceptance at least five (5) working days prior to the pre-construction conference. The Contractor shall revise the SWPPP as indicated by the City.

In the event that the project is not completed due to the weather, the City Engineer will notify the Contractor to cease operations. After notification, the Contractor shall cease operations as indicated in the notification and winterize the project as specified in the Contractor’s SWPPP and to the satisfaction of the City Engineer. When weather permits, the City Engineer will notify the Contractor to resume operations. After notification, the Contractor shall resume operations within ten (10) calendar days and diligently complete the Contract. The Contractor shall not make any claim nor receive compensation for anticipated profits, loss of profits, damages, or any extra payment due to the work stoppage ordered by the City Engineer due to inclement weather.

Measurement and Payment
The contract Lump Sum price paid for Stormwater Pollution Prevention Plan shall include full compensation for ceasing operations, mobilization, performing all work items as contained in the SWPPP and conforming to the requirements of this section and no additional compensation will be allowed therefore.

3. CONTROL OF MATERIALS

The Contractor shall comply with the requirements as set forth in Section 3, "Materials" of the Standard Construction Specifications and these Technical Specifications.

Certificates of Compliance shall conform to Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications and shall be furnished for all manufactured products unless otherwise waived by the City Engineer.

All materials required to complete the work under this contract shall be produced or furnished, delivered, and installed by the Contractor unless otherwise specified in these specifications. The Contractor shall be responsible for controlling the quality of materials entering the work and of the work performed.

Inspection and testing shall be in accordance with Section 2, "Inspection and Testing" of the Standard Construction Specifications except that Quality Control testing shall be provided by the Contractor at his or her expense. The City shall be responsible for all additional Quality Assurance testing and expenses, as deemed necessary by the City Engineer. All material testing shall be at a lab approved by the City Engineer.

The Contractor is responsible for the costs and making all the arrangements to stockpile and store materials and/or equipment as work is performed. The City Engineer shall approve the duration and location of all temporary stockpiles and storage location for the Contractor's material and/or equipment within the right of way. The Contractor shall immediately comply with the City Engineer's instructions regarding any stockpile or storage locations to the satisfaction of the City Engineer.

Measurement and Payment
Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

4. PROGRESS SCHEDULE

Contractor will provide the City Engineer with formal, written "Two Week Look Ahead Schedules" each Friday throughout the duration of the contract.

During the duration of the contract, on or before the first calendar Friday of each month, the Contractor shall submit a complete, updated "Monthly Progress Schedule" to the City Engineer. Updated progress schedules shall incorporate all current schedule information, actual progress, approved adjustments of time, and proposed changes in sequence and logic.

If Contractor fails to maintain and submit current Two Week Look Ahead Schedules and Monthly Progress Schedules as specified above, monthly progress payments for work completed will be withheld until such time that schedules are submitted as required.

Measurement and Payment
Full compensation for Progress Schedules, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

5. INCLEMENT WEATHER PROTECTION

The Contractor's attention is directed to Section 8-1.05 “Temporary Suspension of Work” of the State Standard Specifications.

Contractor is directed to the Water Pollution Control Program (WPCP) section found elsewhere in these specifications.

In the event that the Contractor's work is suspended due to inclement weather for a period exceeding seven (7) calendar days, all sections of curb and gutter that have been removed shall be backfilled with aggregate base to match the existing gutter grade. Compaction shall be a minimum of ninety percent (90%), and shall be placed in such a manner as to minimize the amount of standing water in the removed gutter sections and thereby reducing water infiltration into the road base. Driveway areas shall also be covered with trench plating. Drop inlets downstream of curb and gutter areas that have been backfilled with aggregate base shall be protected as specified in the Contractor's WPCP. Upon resumption of work, the excess compacted aggregate base shall be removed with the remaining aggregate base recompacted and tested prior to curb and gutter installation.

Measurement and Payment
Full compensation for ceasing operations (demobilization), providing and maintaining drainage inlet protection, performing various items within the Contractor's Water Pollution Control Program or as specified herein, and resuming operations (mobilization) after inclement weather shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

6. AESTHETIC CLEAN-UP

The Contractor is responsible for the timely removal of asphalt, concrete, dirt, and oil on gutters, sidewalks, driveways, roadways within and adjacent to the project limits, and haul route roadways that was tracked, sprayed, or deposited by his equipment or personnel under his control.

Upon completion of all construction operations, all roadways within the project limits shall be cleaned by sweeping, flushing, power brooms, power blowers, or other means approved by the City Engineer, to remove all dirt and foreign material. Haul routes shall be cleaned of materials tracked or deposited by the Contractor's equipment or personnel. All sanitary sewer and drainage facilities and their appurtenant structures constructed or modified under the contract shall be

cleaned out. All materials and equipment in stockpile and storage locations shall be removed and the areas cleaned to the satisfaction of the City Engineer.

Measurement and Payment
Full compensation for Aesthetic Clean-Up, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

7. UNIT PRICE CONTRACT

The provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply to any bid item.

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities.

8. MOBILIZATION

Mobilization shall conform to the provisions in Section 11, “Mobilization,” of the State Standard Specifications and as provided herein.

Mobilization shall include, but shall not be limited to, satisfactory completion of the following tasks:

1. Signing of the Contract by the City and the Contractor.
2. Completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as conditions of issuing a Notice to Proceed.
3. Issuance of Notice to Proceed.
4. Pre-Construction Conference.
5. Documentation of Existing Conditions at the site, in accordance with Section provided herein.

Mobilization shall not exceed 5% of the total bid.

Measurement and Payment
The contract Lump Sum price paid for Mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work described under Mobilization, as specified in the State Standard Specifications, these specifications, and as directed by the City Engineer and no additional compensation will be made therefore.

9. PUBLIC NOTIFICATION

The Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utilities companies, refuse collectors, schools, and any other persons or agencies who may be affected by this project at least two (2) weeks prior to construction. Other notifications may be required during project construction as outlined below.

Notifications will be provided by the Contractor relating to, but not limited to, the following items:

- General information
- Traffic delays and alternate routes
- Tree removals and/or trimming
- Driveway closures
- Water service interruptions
- Temporary relocation of bus stops
- Adjustment of utilities
- Waste pick up

Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing, at least fourteen (14) days in advance. This notification will provide general information about the project, approximate range of dates on when construction will take place, time of work, Contractor's name and phone number and any other pertinent information for residents. The Contractor shall provide the City Engineer a copy of the proposed written notification for review seventy-two (72) hours prior to delivery.

If paving operations has been postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify the affected residents and businesses minimum of two (2) working days prior to the start of the work.

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the City Engineer.

Measurement and Payment

Full compensation for Public Notification, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

10. CONSTRUCTION AREA TRAFFIC CONTROL

The Contractor's attention is directed to Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these Technical Specifications.

The Contractor shall submit a Traffic Control Plan (TCP) for review and approval by the City Engineer. The TCP shall be submitted 10 calendars prior to beginning any construction work. **No work may take place prior to the review and approval of the Contractor's TCP by the City.**

The Contractor shall be responsible for maintaining local property access and access to existing public cross-streets within the limits of this contract. The Contractor shall be responsible for the safety of vehicular and pedestrian traffic within the project limits and on the adjacent approaches to the project.

The paving shall be staged such that no traffic is allowed on the new asphalt concrete overlay for a minimum of one (1) hour after the finish roller compaction. Traffic shall be detoured around the construction site by flaggers.

The Contractor shall cooperate and allow City work crews to use the traffic control system when set up for the Contractor's work. The Contractor is not obligated to maintain the traffic control system beyond their scheduled activities.

Measurement and Payment
The contract Lump Sum price paid for Construction Area Traffic Control shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, public notification, and for doing all work involved in placing, removing, storing, maintaining, moving to new locations, replacing, public notification, and disposing of the components of the traffic control system.

11. EXISTING FACILITIES

The Contractor's attention is directed to Section 5, “Obstructions” of the Standard Construction Specifications, and Section 15, "Existing Highway Facilities," of the State Standard Specifications. It shall be the responsibility of the Contractor to protect existing curb, gutter, culverts, signs, traffic signal detectors, and other roadway appurtenances not scheduled for removal under this contract while sawcutting and rotomilling the existing road surface, placing the overlay, or performing other work under the Contract. Facilities damaged due to the Contractor's operations shall be repaired or replaced as directed by the City Engineer by the Contractor at his sole expense.

In the event that a sign is knocked down or a signal or lighting facility is damaged, the Contractor shall immediately call the Department of Public Works at 951-677-7751 and the facilities shall be repaired or replaced, by the Contractor at his sole expense, so as to be fully operational within twenty-four (24) hours.

All manhole and other utility covers located in the work area shall be carefully referenced out by the Contractor and the locations of the covers painted on the surface immediately after paving.

The Contractor shall be responsible for limiting the "tracking" of material off of the project site. The Contractor shall sweep the street and/or sidewalk to remove the material. The Contractor shall submit to the City Engineer the proposed haul route to each job site two (2) working days prior to starting work.

Where excavations are performed in the vicinity of underground utility services, the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact location. Extreme care shall be exercised by the Contractor to avoid damage to utility services and to coordinate the work with utility agencies. It shall be the Contractor's responsibility to have repairs made to existing facilities in the event of damage. The costs of all such repairs are the Contractor's responsibility.

The Contractor shall notify Underground Service Alert at (800) 227-2600 forty-eight (48) hours prior to the start of any work.

This project includes work on streets with mature trees adjacent to the roadway. In some locations, the tree canopy may extend over the roadway. It is the responsibility of the Contractor to conduct construction operations around said tree canopy such that the work is accomplished without damaging or injuring tree or tree limbs in any way.

Measurement and Payment
Full compensation for Existing Facilities, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

12. MINOR GRADING

Minor Grading shall conform to the provisions in Section 8, "Earthwork," of the Standard Construction Specifications, Section 16, "Clearing and Grubbing," of the State Standard Specifications Section 7, "Clearing and Grubbing," and these special provisions. This item includes all fill, excavation, and finish grading necessary to grade the existing slope as shown on the plans. Vegetation shall be cleared and grubbed only within the project limits shown on the plans. All excess materials and debris resulting from clearing and grubbing or excavation shall be removed and disposed outside of the Right of Way.

Materials
All fill shall be approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local soils free from significant quantities of oversized rubble, rubbish and vegetation, and having been tested and approved by the Geotechnical Engineer prior to use. Clods, rocks or hard lumps exceeding four inches (4") in final size shall not be allowed in the upper two feet (2') of any fill supporting buildings or pavements.

If required, imported fill materials shall be compactable soils approved by the City of Wildomar; they shall meet the above requirements; shall have plasticity indices not exceeding fifteen (15); an expansion index not exceeding twenty (20); and shall be of three-inch (3") maximum particle size.

Seasonal Limits
Fill materials shall not be placed, spread or rolled during unfavorable weather conditions. When heavy rains interrupt the work, fill operations shall not be resumed until field tests indicate that the moisture content and density of the fill are satisfactory.

The City Engineer may direct the Contractor to perform additional roadway excavation for areas in which unsuitable material is encountered. The depth and limits of the additional excavation shall be determined by the City Engineer and any excavation beyond the limits determined by the City Engineer shall be at the Contractor's expense. The unsuitable material resulting from the additional roadway excavation shall become the property of the Contractor and shall be removed from the Right of Way. Excavated areas shall be backfilled with the material specified by the City Engineer and shall be paid for at the bid price of the appropriate bid item and no additional compensation will be made therefore.

Measurement and Payment
The contract unit price paid per Lump Sum of Minor Grading as directed by the City Engineer shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including excavation, subgrade preparation, rough and fine grading, compaction, and excess material disposal as specified in the Standard Construction specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be made therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Minor Grading required, and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply.

13. SURPLUS MATERIAL DISPOSAL

Disposal of surplus material shall conform to the provisions in Section 22, "Finishing Roadway," of the State Standard Specifications and these Technical Specifications. All excess excavated material, broken concrete, and any other excess material resulting from excavation or construction shall become the property of the Contractor and shall be removed from the Right of Way.

The Contractor shall comply with all City ordinances when disposing of surplus material within the City.

Measurement and Payment
Full compensation for Surplus Material Disposal, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

14. REMOVE EXISTING ASPHALT CURB

Removal of Asphalt Curb shall conform to Section 15-2.02B, "Remove Pavement," of the State Standard Specifications, these Technical Specifications, and as directed by the City Engineer.

The exact quantity of Asphalt Curb to be removed at each location shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional locations shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

Measurement and Payment
The contract unit price paid per Linear Foot of Remove Asphalt Curb shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including but not limited to excavation, removal and disposal of excess materials as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

15. SAWCUT AND JOIN EXISTING ASPHALT

Sawcut and Join Existing Asphalt shall conform to Section 15-2.02B, "Remove Pavement," of the State Standard Specifications, these Technical Specifications, and as directed by the City Engineer. Sawcut and Join Existing Asphalt shall be constructed as shown on the detail on the project plans.

The exact quantity of Sawcut and Join Asphalt shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional locations shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

Measurement and Payment
The contract unit price paid per Linear Foot of Sawcut and Join Existing Asphalt shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including but not limited to sawcut, excavation, removal, grind, and disposal of excess materials as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

16. ROADWAY EXCAVATION

Roadway Excavation shall conform to the provisions in Section 8, "Earthwork," of the Standard Construction Specifications and these special provisions. This item includes the minor grading as shown on the plans.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.17-foot before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic yard for roadway excavation and no additional compensation will be allowed therefor.

Materials
All fill shall be approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local soils free from significant quantities of oversized rubble, rubbish and vegetation, and having been tested and approved by the Geotechnical Engineer prior to use. Clods, rocks or hard lumps exceeding four inches (4”) in final size shall not be allowed in the upper two feet (2’) of any fill supporting buildings or pavements.

If required, imported fill materials shall be compactable soils approved by the City of Wildomar; they shall meet the above requirements; shall have plasticity indices not exceeding fifteen (15); an expansion index not exceeding twenty (20); and shall be of three-inch (3”) maximum particle size.

Seasonal Limits
Fill materials shall not be placed, spread or rolled during unfavorable weather conditions. When heavy rains interrupt the work, fill operations shall not be resumed until field tests indicate that the moisture content and density of the fill are satisfactory.

Landscaped Areas
In these areas any excavated material from the site may be used for embankment and shall be compacted to 85% relative compaction.

The City Engineer may direct the Contractor to perform additional roadway excavation for areas in which unsuitable material is encountered. The depth and limits of the additional excavation shall be determined by the City Engineer and any excavation beyond the limits determined by the City Engineer shall be at the Contractor's expense. The unsuitable material resulting from the additional roadway excavation shall become the property of the Contractor and shall be removed from the Right of Way. Excavated areas shall be backfilled with the material specified by the City Engineer and shall be paid for at the bid price of the appropriate bid item and no additional compensation will be made therefore.

Measurement and Payment
The contract unit price paid per Cubic Yard of Roadway Excavation as directed by the City Engineer shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including excavation, subgrade preparation, rough and fine grading, compaction, and excess material disposal as specified in the Standard Construction specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be made therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Roadway Excavation required, and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply. The quantity to be paid for will be the actual amount of Roadway Excavation completed.

17. AGGREGATE BASE, CLASS 2

Aggregate base shall be Class 2 and shall conform to Section 10.03, "Aggregate Base Class 2," of the Standard Construction Specifications, Section 26, "Aggregate Bases," of the State Standard Specifications, and these Technical Specifications.

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of

the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform and firm base free of pockets of coarse or fine material when properly compacted.

Aggregate Base, Class 2 shall be placed, where shown on the plans and conforming to Detail shown on the plans, under new curb, gutter, sidewalk, driveway, and sidewalk ramps, as specified in these specifications, and as directed by the City Engineer.

Measurement and Payment
The contract unit price paid per Ton of Aggregate Base, Class 2 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in the Standard Construction Specifications, these specifications, and as directed by the City Engineer; and no additional compensation will be allowed therefore.

18. ASPHALT CONCRETE, TYPE A

Asphalt concrete shall conform to Section 39, "Hot Mix Asphalt," of the Standard Construction Specifications and these specifications. Asphaltic emulsion shall be applied and shall conform to "Asphaltic Emulsions Binder (Tack Coat)" of these Technical Specifications.

The minimum compacted thickness of asphalt concrete shall be the thickness described in these specifications. The minimum and maximum tolerance for asphalt concrete thickness shall be 0.01 ft. The tolerance for asphalt concrete placed adjacent to concrete curb and gutter shall be a minimum of flush to the lip of gutter to a maximum of 0.01 ft higher than the lip of gutter.

Type "A" asphalt concrete shall be used. The paving asphalt shall be viscosity grade AR-8000 as specified in Section 92, "Asphalts," of the State Standard Specifications. The amount of asphalt binder will be determined by the Contractor in accordance with CAL 367. Tolerance upper and lower limit will be determined to meet stability air voids and potential flushing requirements.

At the Contractor’s request, PG asphalt can be substituted for AR asphalt. There will be no cost adjustment for substituting PG asphalt for AR asphalt.

The aggregate gradation shall be three-fourth inch (3/4") maximum, medium gradation.

Measurement and Payment
The contract unit price paid per Ton of Asphalt Concrete, Type "A" shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in the production, delivery, placement and testing of asphalt concrete as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be made therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Asphalt Concrete, Type "A" required, and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply.

There will be no cost adjustment for substituting PG asphalt for AR asphalt.

19. ASPHALTIC EMULSION BINDER (TACK COAT)

An asphalt emulsion binder (tack coat) shall be furnished and applied in accordance with the provisions in Section 12, “Road-Mixed Asphalt Surfacing” of the Standard Construction Specifications, Section 94, "Asphaltic Emulsions," of the State Standard Specifications, these Technical Specifications, and as directed by the City Engineer.

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the City Engineer.

Paint binder (tack coat) shall be, at the option of the Contractor, either slow-setting asphaltic emulsion, rapid-setting asphaltic emulsion or paving asphalt. When paving asphalt is used for paint binder, the grade will be determined by the City Engineer. Paving asphalt shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint

When asphalt concrete is placed in contact with existing asphalt concrete, the surface shall be completely dry of water, clean of dirt and debris, and a tack coat of asphaltic emulsion shall be applied to insure proper bond. Asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints against which additional asphalt concrete material is to be placed, to pavement to be surfaced, and to other surfaces designated in the Specifications, or as directed by the City Engineer.

The overlay shall not be placed until the tack coat has cured to the point where it is tacky to the touch and as directed by the City Engineer. Asphalt emulsion binder (tack coat) shall be applied only so far in advance of placing the surfacing as permitted by the City Engineer. Immediately in advance of placing the overlay, additional asphalt emulsion binder (tack coat) shall be applied as directed by the City Engineer to areas where the asphalt emulsion binder (tack coat) has been damaged, and loose or extraneous material shall be removed, and no additional compensation will be allowed therefore. The area to which asphalt emulsion binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of the construction.

Asphaltic emulsion binder (tack coat) shall be applied in one application. Asphaltic emulsion shall be diluted by homogeneously mixing eighty (80) parts of emulsion and twenty (20) parts of water (80:20 mixtures), it shall be applied at a rate of 0.06 to 0.10 gallons per square yard as directed by the City Engineer.

Asphaltic emulsion shall be used as a "Prime Coat" for all aggregate base areas over which asphalt concrete materials are to be placed. The prime coat shall be spread at the rate of 0.25 gallons per square yard or as directed by the City Engineer. The prime coat shall be homogeneous diluted mixture being comprised of equal parts of water and asphaltic emulsion (1:1 mixture).

Measurement and Payment

Full compensation for Asphaltic Emulsion Binder (Tack Coat), as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

20. CONCRETE CURB AND GUTTER

Installation of Portland Cement Concrete (PCC) curb and gutter shall conform to Section 73-1.05, "Curb Construction", of the State Standard Specifications, Section 16, "Concrete Curb and Gutter and Sidewalk," of the Standard Construction Specifications, the Plans, these Technical Specifications, and as directed by the City Engineer.

The exact quantity of curb to be installed at each location shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional locations shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

PCC curb shall conform to the details shown on the plans. Expansion joints shall be constructed at twenty foot (20') intervals. Controls joints and scoring shall match adjacent existing curb and gutter or shall be as directed by the City Engineer.

New curb shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-7.01B, "Curing Compound Method," of the State Standard Specifications except that only non-pigmented curing compound conforming to the requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

All new PCC improvements shall be doweled to existing PCC improvements as directed by the City Engineer using twelve inch (12") long No. 3 rebar. Generally, dowels shall be placed three feet (3') on center longitudinally when adjacent to existing PCC improvements with a minimum of two (2) equally spaced dowels. Two (2) equally spaced dowels shall also be placed at each conform to existing PCC curb and at each full width expansion joint. Dowels shall be drilled for tight fit and epoxied in place.

Measurement and Payment

The contract unit price paid per Linear Foot of Type A-6 Concrete Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work including but not limited to subgrade preparation, supplying and placement of aggregate base, imported borrow, dowels, reinforcement, saw cutting, and root cutting, as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Type A-6 Concrete Curb and Gutter; and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply.

21. CONCRETE SIDEWALK

Construct Concrete Sidewalk shall conform to the provisions in Section 16 "Concrete Curb and Gutter and Sidewalks" of the Standard Construction Specifications, Section 73, “Concrete Curbs and Sidewalks” of the State Standard Specifications, the geometry shown on the Plans and these Technical Specifications.

Measurement and Payment
The contract unit price paid per Square Foot of Concrete Sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer; and no additional compensation will be allowed therefore.

22. OVERSIDE DRAIN

Construction of Overside Drain shall conform to Section 69, "Overside Drains," of the State Standard Specifications, these Technical Specifications, and as directed by the City Engineer. Overside Drain shall conform to the details on the plans.

Measurement and Payment
The contract unit price paid per Each of Overside Drain shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to construct Overside Drain as shown and detailed on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

23. UNDER SIDEWALK DRAIN

Construction of Under Sidewalk Drain shall conform to Section 73-1.05, "Curb Construction", of the State Standard Specifications, Section 16, "Concrete Curb and Gutter and Sidewalk," of the Standard Construction Specifications, the Plans, these Technical Specifications, and as directed by the City Engineer.

Under Sidewalk Drain shall conform to the details shown on the plans. Expansion joints shall be constructed at twenty foot (20') intervals. Controls joints and scoring shall match adjacent existing curb and gutter or shall be as directed by the City Engineer.

Measurement and Payment
The contract unit price paid per Each of Under Sidewalk Drain shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work including but not limited to subgrade preparation, supplying and placement of aggregate base, imported borrow, dowels, reinforcement, saw cutting, and root cutting, as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Under Sidewalk Drain; and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply

24. ADJUST WATERLINE APPURTENANCE

Adjust existing waterline appurtenance to finish sidewalk grade, as shown on the plans, as specified in these Special Provisions, and as directed by the City Engineer. The relocation shall be in accordance with applicable Standard Drawings, Standards and Specifications of the Ellsinore Valley Municipal Water District (EVMWD).

Measurement and Payment
The contract unit price per Each paid for "Adjust Waterline Appurtenance" shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, furnishing and placing all materials including gate valves, fittings, blocking, backfill, restoration, and incidentals required to adjust the existing appurtenances complete in place and no additional compensation will be allowed therefore.

25. ADJUST UTILITY BOX TO GRADE

Contractor shall adjust utility boxes to grade, as shown on the plans, as specified in these Technical Provisions and as directed by the City Engineer.

All work shall be performed under the direction of the Owner of the utility box and be in accordance with their requirements and the Standard Construction Specifications.

Measurement and Payment
The contract unit price per Each paid for Adjust Utility Box to Grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in adjusting the electrical boxes to grade, including providing new traffic lids, cutting, trenching, laying, blocking, making connections, disinfecting, testing, backfilling, as shown or specified in the Contract, in these Specifications, and as directed by the Agency and no additional compensation will be allowed therefore.

Measurement and Payment
The contract unit price paid per Each for Modify Existing Drain Inlet shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work including but not limited to subgrade preparation, supplying and placement of aggregate base, imported borrow, dowels, reinforcement, saw cutting, and root cutting, as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

26. RELOCATE EXISTING TRAFFIC SIGN

The Contractor may use the existing traffic signs and relocate them to the locations shown on the plans or as designated by the City Engineer or Agency. The signs shall be kept clean and in good repair by the Contractor.

Measurement and Payment

The contract unit price paid for Each for Relocate Existing Traffic Signs shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work associated with traffic sign relocation as shown on the plans, as specified in the Standard Construction Specifications and these Technical Specifications, and as directed by the City Engineer.

27. INSTALL TYPE E LOOP DETECTOR

Traffic Detector Loops shall be furnished and placed as shown on the plans and in accordance with Section 23.22, “Detectors” of the Standard Construction Specifications, and these specifications.

Detector loops and associated hand holes within limits of work and shown on plans to be installed or replaced shall be installed or replaced according to these specifications. All other detector loops and associated hand holes shall be preserved to the fullest extent possible.

Damages to detector loops caused by the Contractor shall be replaced by the Contractor at his own expense.

The Contractor shall be responsible for laying out all traffic systems in conformance with traffic signal plans. Detector loops shall be marked and their location approved by the Engineer prior to pavement cutting.

The Contractor shall coordinate with the City’s Traffic Signal Maintenance and provide three (3) working days notice for the interruption of traffic signal detector function for each intersection.

Measurement and Payment

The contract unit price paid per EACH for TYPE E LOOP DETECTOR shall include traffic loops for vehicles encountered within the project limits.

The contract unit price paid per EACH for TYPE E LOOP DETECTOR shall include full compensation for furnishing all labor, materials tools, equipment, incidentals, and for doing all work involved in installing detector loop completely in place including but not limited to maintaining existing loop detection operations, traffic control, layout, and pavement cutting as specified in the Plans, Standard Construction Specifications, these specifications, and as directed by the Engineer and therefore no additional compensation shall be allowed.

No adjustment in the contract bid price will be made for any increase or decrease in the quantity for Loop Detectors, and the provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the State Specifications shall not apply.

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.1
CONSENT CALENDAR
Meeting Date: August 13, 2014

TO: Chairman and Board of Trustees

FROM: Terry Rhodes, Accounting Manager

SUBJECT: Warrant Registers

STAFF REPORT

RECOMMENDATION:
Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 07-10-2014, in the amount of $997.07;
2. Warrant Register dated 07-17-2014, in the amount of $263.91;
3. Warrant Register dated 07-24-2014, in the amount of $78.14; &
4. Warrant Register dated 07-31-2014, in the amount of $1,033.75.

DISCUSSION:
The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:
These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2013-14 Budgets.

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:
Voucher List 7/10/2014(2)
Voucher List 7/17/2014
Voucher List 7/24/2014
Voucher List 7/31/2014(2)

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203658	8/7/2014	000367 CINTAS CORPORATION	55764693		STAFF UNIFORM MAINTENANCE	36.20
					Total :	**36.20**
203659	8/7/2014	000684 COMMON GROUND ELECTRICAL TECH	13-251		EQUIPMENT RENTAL/ELEC WORK/	6,755.68
					Total :	**6,755.68**
203660	8/7/2014	000075 DOGGIE WALK BAGS, INC.	47551-IN		DISPENSER BAGS - 3 PARKS	279.23
					Total :	**279.23**
203661	8/7/2014	000012 ELSINORE VALLEY MUNICIPAL, WATER	6843152		6/19/14-7/18/14 CEMETERY WATER	1,622.65
					Total :	**1,622.65**
203662	8/7/2014	000378 TEMECULA VALLEY PIPE & SUPPLY	527084		WINDSONG PARK SUPPLIES	327.97
					Total :	**327.97**
	5 Vouchers for bank code :	wf			**Bank total :**	**9,021.73**
	5 Vouchers in this report				**Total vouchers :**	**9,021.73**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203663	8/7/2014	000028 CALPERS	100000014187707		REQUIRED CONTRIBUTION FY 13/1	12,297.00
					Total :	**12,297.00**

1 Vouchers for bank code : wf — **Bank total : 12,297.00**

1 Vouchers in this report — **Total vouchers : 12,297.00**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203672	8/14/2014	000367 CINTAS CORPORATION	55767244		STAFF UNIFORM MAINTENANCE	36.20
					Total :	**36.20**
203673	8/14/2014	000011 CR&R INC.	273783		AUG 2014 WASTE SERVICES - 3YD	128.01
					Total :	**128.01**
203674	8/14/2014	000608 DEJONG, PETER	81314		CEMETERY DRINKING WATER	12.25
					Total :	**12.25**
203675	8/14/2014	000186 RIGHTWAY	52184		CEMETERY RESTROOMS MAINT/S'	62.41
					Total :	**62.41**
	4 Vouchers for bank code : wf				**Bank total :**	**238.87**
	4 Vouchers in this report				**Total vouchers :**	**238.87**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203708	8/21/2014	000240 ALWAYS RELIABLE BACKFLOW	8-2014		CEMETERY ANNUAL BACKFLOW TI	50.00
					Total :	**50.00**
203709	8/21/2014	000367 CINTAS CORPORATION	55769830		STAFF UNIFORM MAINTENANCE	36.20
					Total :	**36.20**
	2 Vouchers for bank code : wf				**Bank total :**	**86.20**
	2 Vouchers in this report				**Total vouchers :**	**86.20**

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203762	8/28/2014	000367	CINTAS CORPORATION	55772387		STAFF UNIFORM MAINTENANCE	36.20
						Total :	**36.20**
203763	8/28/2014	000667	CROP PRODUCTION SERVICES, INC	25438088		PARK SUPPLIES	30.78
						Total :	**30.78**
203764	8/28/2014	000608	DEJONG, PETER	82614		CEMETERY DRINKING WATER	12.50
						Total :	**12.50**
203765	8/28/2014	000012	ELSINORE VALLEY MUNICIPAL, WATER	6888953		7/18/14-8/18/14 CEMETERY WATER	1,553.06
						Total :	**1,553.06**
203766	8/28/2014	000342	FENCE MASTERS	41628		REPAIR/REPLACE CHAINLINK FEN	240.00
						Total :	**240.00**
203767	8/28/2014	000378	TEMECULA VALLEY PIPE & SUPPLY	528872		HERITAGE PARK SUPPLIES	75.55
						Total :	**75.55**
203768	8/28/2014	000020	VERIZON	81914		CEMETERY VOICE/INTERNET SER	106.49
						Total :	**106.49**

7 Vouchers for bank code : wf — **Bank total : 2,054.58**

7 Vouchers in this report — **Total vouchers : 2,054.58**

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Chairman and the Board of Trustees

FROM: Terry Rhodes, Accounting Manager

SUBJECT: Treasurer's Report – June 2014

STAFF REPORT

RECOMMENDATION:
Staff recommends that the Board of Trustees approve the Treasurer's Report for June, 2014.

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of June 2014.

FISCAL IMPACT:
None at this time.

Submitted by:
Terry Rhodes
Accounting Manager

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:
Treasurer's Report

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
June 2014

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	$ 124,855.65	$ 124,855.65	$ 124,855.65	100.00%	0	0.000%
TOTAL	$ 124,855.65	$ 124,855.65	$ 124,855.65	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	$ 124,989.03	$ -	$ (133.38)	$ 124,855.65	0.000%
TOTAL	$ 124,989.03	$ -	$ (133.38)	$ 124,855.65	

TOTAL INVESTMENT $ 124,855.65

In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

Rochelle Johnson — 8/8/2014

Rochelle Johnson
Acting Accounting Manager

Date

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: September 10, 2014

TO: Chairman and the Board of Trustees

FROM: Rochelle Johnson, Acting Accounting Manager

SUBJECT: Treasurer's Report – July 2014

STAFF REPORT

RECOMMENDATION:
Staff recommends that the Board of Trustees approve the Treasurer's Reports.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of July, 2014.

FISCAL IMPACT:
None at this time.

Submitted by:
Rochelle Johnson
Acting Accounting Manager

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:
Treasurer's Report

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
July 2014

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	$ 125,143.12	$ 125,143.12	$ 125,143.12	100.00%	0	0.000%
TOTAL	$ 125,143.12	$ 125,143.12	$ 125,143.12	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	$ 124,855.65	$ -	$ 287.47	$ 125,143.12	0.000%
TOTAL	$ 124,855.65	$ -	$ 287.47	$ 125,143.12	

TOTAL INVESTMENT $ 125,143.12

In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

Rochelle Johnson — 8/11/2014

Rochelle Johnson
Acting Accounting Manager

Date