



September 24, 2015

T&B Planning  
Attn: Joel Morse  
17542 East 17<sup>th</sup> Street  
Tustin, CA 92780

RE: PROFESSIONAL SERVICES AGREEMENT

Dear Mr. Morse:

Enclosed for your files, please find your fully executed copy of the Professional Services Agreement for the Lakeshore Town Center.

Please do not hesitate to give us a call should you have any questions.

Sincerely,

Diana Girón  
Acting City Clerk

Enclosures

CC: Community Development Department  
Administrative Services

951.674.3124

130 S. MAIN STREET

LAKE ELSINORE, CA 92530

WWW.LAKE-ELSINORE.ORG

**AGREEMENT FOR PROFESSIONAL SERVICES  
T&B Planning**

**Lakeshore Town Center**

This Agreement for Professional Services (the "Agreement") is made and entered into as of September 8, 2015, by and between the City of Lake Elsinore, a municipal corporation ("City") and T&B Planning, California corporation ("Consultant").

**RECITALS**

A. The City has determined that it requires the following professional services: CEQA Consulting Services for the Lakeshore Town Center project.

B. Consultant has submitted to City a proposal, dated August 27, 2015, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

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

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

**AGREEMENT**

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

2. Time of Performance.

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

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

c. Term.

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed one hundred eighty seven thousand six hundred and seventy dollars (\$187,670.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

5. Reserved.

6. Suspension or Termination.

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

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

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Consultant, its officers, officials, agents, employees and volunteers from any claims, demands,

actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

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

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

8. Consultant's Books and Records.

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

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

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

agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

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

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

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

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

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

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

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

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into

this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

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

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

16. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its

officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

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

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

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

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

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

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

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

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

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

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

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

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

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

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

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

If to Consultant: T&B Planning  
Attn: Joel Morse  
17542 East 17<sup>th</sup> Street  
Tustin, CA 92780

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

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

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

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

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

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

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

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

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

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter

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

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

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

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


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

[Signatures on next page]

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

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

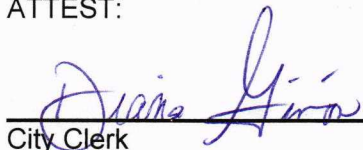
  
\_\_\_\_\_  
Grant Yates, City Manager

"CONSULTANT"

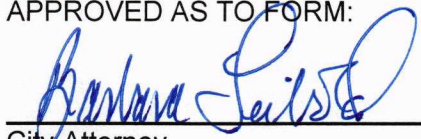
T&B Planning, California corporation

  
\_\_\_\_\_  
By: Joel Morse  
Its: President

ATTEST:

*Acting*   
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

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

EXHIBIT A  
CONSULTANT'S PROPOSAL  
[ATTACHED]

EXHIBIT B

# Technical Proposal

In response to the City of Lake Elsinore *Request for Proposal (RFP) for CEQA Consulting Services for the Lakeshore Town Center Project* dated August 6, 2015, and Addendum #1 thereto, dated August 14, 2015

Prepared by:



**T&B Planning, Inc.**  
17542 E. 17<sup>th</sup> Street, Suite 100  
Tustin, CA 92780



Tustin, CA | San Diego, CA | Murrysville, PA

JN: 996-002

PLANNING 17542 East 17th Street, Suite 100 Tustin, CA 92780 p714.505.6360 f714.505.6361

August 26, 2015

City of Lake Elsinore Planning Division  
Attention: Justin Kirk, Senior Planner  
130 South Main Street  
Lake Elsinore, CA 92630

**RE: TECHNICAL PROPOSAL TO PROVIDE CEQA CONSULTING SERVICES FOR THE LAKESHORE TOWN CENTER PROJECT,  
LOCATED IN LAKE ELSINORE, CALIFORNIA**

Dear Mr. Kirk:

T&B Planning, Inc. is pleased to submit this proposal to serve as the California Environmental Quality Act (CEQA) consultant for the proposed Lakeshore Town Center project located on a 24.6-acre site at the northwest corner of Lakeshore Drive and Main Street, along the shores of Lake Elsinore.

We understand that Mebo Property Development, LLC seeks to develop a new mixed-use, town center consisting of retail, hotel, and residential uses with a public access pier extending into Lake Elsinore. Applications associated with the project include a Commercial Design Review (CDR), General Plan Amendment (GPA), Residential Design Review (RDR), and Zone Change (ZC). This proposal provides a work program to prepare, manage, and process an Environmental Impact Report (EIR) and associated CEQA notices for the proposed project, in response to the City's *Request for Proposal (RFP) for CEQA Consulting Services for the Lakeshore Town Center Project*, dated August 6, 2015, and Addendum #1 thereto, dated August 14, 2015.

T&B Planning has been in business since 1974 and has proudly served many public and private sectors clients throughout our 41-year history. We have extensive experience managing the CEQA compliance process and preparing comprehensive and legally defensible CEQA documents. In response to the RFP, this proposal contains the enclosed exhibits, which concisely set forth our professional methodology for completing the proposed services in a timely and efficient manner.

- COMPANY PROFILE— EXHIBIT A
- ORGANIZATION AND STAFFING - EXHIBIT B
- DESCRIPTION AND APPROACH - EXHIBIT C
- RELEVANT PROJECTS/SERVICES WITH REFERENCES - EXHIBIT D
- PROPOSED FEE SCHEDULE/COST - EXHIBIT E

The business philosophy at T&B Planning is for our Principals and Senior Managers to be directly involved in project management. For this project, Jerrica Harding will serve as Senior Project Manager and Tracy Zinn will be Principal-in-Charge. We will be supported by our in-house environmental analysts, technical writers, and GIS/graphics specialists as needed. Urban Crossroads, Inc. will serve as the technical expert for preparation of a Noise Study and Air Quality/Greenhouse Gas Study (optional). Leighton and Associates, Inc. will provide the Phase 1 Environmental Site Assessment for the site. Finally, and although not requested by the RFP, Brian F. Smith and Associates is included in our proposed scope of work to work with the City to conduct the Assembly

[www.tbplanning.com](http://www.tbplanning.com)

PLANNING | DESIGN | ENVIRONMENTAL | GRAPHICS

Bill (AB) 52-required Native American consultation process for the project. Although it is our understanding that the City is performing the Senate Bill (SB) 18 consultation process, AB 52 requires that all projects for which a Notice of Preparation (NOP) is issued after July 1, 2015 must conduct Native American consultation at the beginning of the CEQA process and prior to the City's determination as to whether an EIR or a Mitigated Negative Declaration (MND) is required for the project. Because AB 52 sets forth new requirements in the CEQA process, this proposal includes a scope of work and budget for Brian F. Smith and Associates to consult and coordinate with City staff during this process. In the event that AB 52 assistance is not needed, then we will reduce our scope of work and budget accordingly.

Thank you for your time and careful consideration. We look forward to working with the City of Lake Elsinore on the proposed Lakeshore Town Center project. If you should need any additional information, please contact Jerrica Harding at (619) 501-6059, or via e-mail at [jharding@tbplanning.com](mailto:jharding@tbplanning.com), or me at (714) 397-4224 or by email at [tzinn@tbplanning.com](mailto:tzinn@tbplanning.com).

Sincerely,  
**T&B Planning, Inc.**



Tracy Zinn, AICP  
Vice President

## EXHIBIT A: COMPANY PROFILE

T&B Planning is a privately-owned land use planning and environmental consulting firm focused on the service areas of environmental analysis, community planning, design, and graphics/GIS. The Company was founded in 1974 as Turrini & Brink and now operates as T&B Planning, Inc., a California "S" Corporation. Our firm serves clients throughout Riverside, San Bernardino, San Diego, Imperial, Los Angeles, and Orange counties. T&B Planning employs a staff of 18 team members and operates out of three offices, including our corporate office located in Tustin, CA, and two branch offices located in San Diego, CA and Murrysville, PA. We have a broad client base, consisting of both public and private sector clients.

T&B Planning is widely respected for preparing accurate and detailed CEQA documents and supporting technical reports for a variety of project types and sizes. Our in-depth understanding of the complexities of environmental law and the land entitlement process, and appreciation for our clients' time schedules and economic goals, have made T&B Planning a leader in the environmental analysis industry.

### Reasons to Select T&B Planning

T&B Planning is well-suited to provide CEQA consulting services for the Lakeshore Town Center Project for the following reasons:

- To date, no EIR prepared by T&B Planning has ever been successfully challenged in court.
- We have recent experience preparing CEQA-compliance documentation on behalf of the City of Lake Elsinore, including:
  - An addendum to the Nichols Mine Reclamation Plan MND for the Nichols Mine CUP (Addendum No. 1 to MND No. 2006-01), which was adopted in January 2015;
  - An Addendum to the City's General Plan Update EIR for the Annexation of approximately 76 acres within the North Central Sphere District Plan (Annexation No. 83), which was tentatively adopted in May 2015; and
  - An EIR for Amendment No. 2 to Reclamation Plan 2006-01 (RP 2006-01A2), with a Notice of Preparation (NOP) distributed in July 2015 and a first draft of the EIR expected in late summer, 2015.
- We are familiar with the Western Riverside County Multiple Specific Habitat Conservation Plan (MSHCP) requirements and have recent experience with shoreline development.
- Our environmental analysts are cross-trained in planning, which enables us to recommend feasible mitigation measures that meet project objectives and the intent of CEQA.
- We are forthcoming about recommending alternative solutions to environmental issues, particularly when they will expedite CEQA document preparation, reduce mitigation costs, or provide a greater level of legal defensibility.
- Our 95% client/retention business rate is a cornerstone of our 41 successful years in business.

## EXHIBIT B: ORGANIZATION AND STAFFING

### Proposed Staff and Sub-consultants

T&B Planning has assembled a team of highly skilled professional staff members for this project. Senior staff and sub-consultants assigned to work on the Lakeshore Town Center project are identified below, followed by an organizational chart.

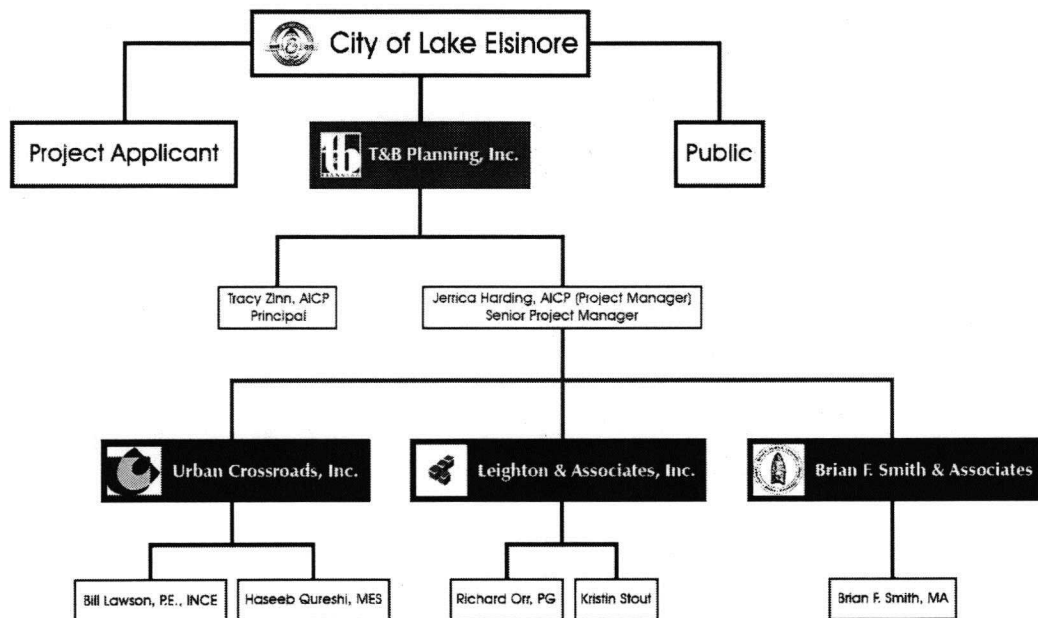
- **Tracy Zinn, AICP, Principal:** Ms. Zinn joined T&B Planning in 1993. She has 21 years of experience managing and preparing CEQA documents and has directed the preparation of over 75 EIRs in southern California. For this project, she will oversee EIR preparation, quality control review all sections of the EIR, and represent the EIR at public meetings and hearings. Her skill in preparing legally defensible documents has contributed to the firm's success and ability to state that no EIR prepared by T&B Planning has ever been successfully challenged. Ms. Zinn holds a B.S. degree in Urban and Regional Planning from Indiana University of Pennsylvania, is certified by the American Institute of Certified Planners (AICP), and is an active member of the California Association of Environmental Professionals.
- **Jerrica Harding, AICP, Senior Project Manager (Project Manager):** Ms. Harding has 13 years of CEQA compliance

experience. For this project, she will serve as the primary project manager. She primarily focuses on ensuring compliance with CEQA and is responsible for leading project teams in the preparation of MNDs and EIRs. She also specializes in evaluating project impacts to visual resources, land use and community character, agricultural resources, and mineral resources. Ms. Harding holds a B.S. degree in Natural Resources Planning from Humboldt State University, a M.S. degree in Urban and Regional Planning from Eastern Washington University, and is certified by the American Institute of Certified Planners (AICP).

- **Urban Crossroads, Inc.:** Urban Crossroads will be a sub-consultant responsible for preparing the project's air quality study, greenhouse gas analysis, and noise study. Founded in 2000, Urban Crossroads, Inc. is a California "S" Corporation and certified Small Business (SBE #48585) and a leading provider of traffic, air, and noise consulting services in Southern California. A brief summary of Urban Crossroads' qualifications to provide noise and air quality/greenhouse gas studies is provided below:
  - **Noise:** Led by Bill Lawson, P.E., INCE, Urban Crossroads provides the full spectrum of environmental noise measurement and analysis expertise. This may include a preliminary noise study to establish the barrier height requirements for tentative tract map approval, detailed building assembly requirements as part of a final noise study to satisfy the interior noise requirements, project operational stationary-source noise levels and potential short-term construction noise impacts. In addition, their noise group maintains a strong technical background in the application and development of noise prediction models.
  - **Air Quality/Greenhouse Gas:** Led by Haseeb Qureshi, MSE, Urban Crossroads provides air quality, greenhouse gas and health risk assessment analysis services to meet national, state and various local compliance standard requirements. Services range from transportation and construction development projects to long-term stationary and mobile source emitters. In determining potential air quality impacts, Urban Crossroads utilizes industry-standard models to study the source-specific pollutant emissions. Urban Crossroads staff has extensive experience using United States Environmental Protection Agency (US EPA) Air Dispersion models, including ISCST3 and AERMOD; and air quality Models accepted for use in California including URBEMIS, EMFAC, CALINE4 and CAL3QHC.
- **Leighton and Associates, Inc.:** Leighton and Associates, Inc. (Leighton) will conduct the Phase I Environmental Site Assessment (ESA) for the project. Leighton is a collaboration of engineers, geologists, and scientists providing environmental services throughout southern California. Leighton was founded in 1961, and is employee-owned, with principals of the firm having a direct interest in the operations and service level provided. Leighton has served the communities and public agencies in southwest Riverside County for 36 years. Leighton has provided environmental services for a variety of projects, including local roadways and streets, water infrastructure, and public facilities. Their familiarity with local geologic conditions related to the City of Lake Elsinore, including an understanding of applicable federal, state, and local regulations, will provide the City with informed, cost-effective services.
- **Brian F. Smith and Associates:** Led by Brian Smith, MA, Brian F. Smith and Associates, Inc. (BFSA) will assist the City with the AB 52-required Native American consultation process, if required. BFSA is certified small business that offers consulting services pertaining to all aspects of cultural and paleontological resource investigations throughout Riverside County. BFSA has been conducting cultural resources studies since 1977 and has completed over 3,500 projects throughout southern California. BFSA has a great deal of experience in Riverside County, specifically dealing with prehistoric resources within the CEQA review process. In addition, BFSA was contracted by the City of Chula Vista to provide two years consulting services specifically focused upon assisting the City with Native American consultation. The work for the City of Chula Vista required preparation and distribution of correspondence to Native American representatives, organization of consultation meetings, and drafting of responses to Native American letters and comments.

### **Organizational Chart**

Provided below is an organizational chart that depicts the relationship between the project manager and the team members assigned to this project.



## EXHIBIT C: DESCRIPTION AND APPROACH

Based on the information provided in the City's RFP, Mebo Property Development (Project Applicant) is seeking to develop the vacant property located at the northwest corner of Lakeshore Drive and Main Street in the City of Lake Elsinore. The project consists of a Commercial Design Review (CDR), General Plan Amendment (GPA), Residential Design Review (RDR), and Zone Change (ZC), for the +/- 24.6-acre site to develop a mixture of retail, hotel, residential, and retail land uses. The project also includes a floating dock into Lake Elsinore. The scope of work and budget assumes a floating dock with no pile driving into the water bottom.

Due to the nature of the proposed development, the project will be subject to the California Environmental Quality Act (CEQA). Based on the assumption that environmental effects associated with the project may be significant and unavoidable, City staff has determined that an Environmental Impact Report (EIR) will be required. Thus, this proposal provides a scope of work for the preparation and processing of an EIR as well as all required public notices.

### PHASE 1 ENVIRONMENTAL SCOPING

#### Task 1.1 Field Investigation, Data Acquisition, and Site Review

T&B Planning will review the submitted application materials and perform research and analysis using available public data and such data as may be provided by the City or Project Applicant to fully understand the proposed project and identify applicable environmental conditions and jurisdictional requirements. T&B Planning will conduct a field visit and take photographs to document existing site conditions, surrounding development, and other aspects of the site's physical and environmental setting that will warrant consideration in the EIR. The photos will be GPS-referenced and will be used as the baseline for EIR analysis as required by CEQA.

#### Task 1.2 Prepare Project Description

Prior to initiating any substantive work, T&B Planning will work with the City to prepare a formal Project Description. We expect the City to provide a list of all permits and approvals and a complete description of all of the design, construction, and operational characteristics that will be required for the project. A majority of the exhibits will be taken from the Project Applicant's application materials with minimal graphic manipulation by T&B Planning for legibility. Because the Project Description will form the basis for analysis within the CEQA document and technical studies, it is critical that an accurate

description of all project elements be prepared. This task assumes one round of review and comment on the Project Description by City Staff.

### **Task 1.3 Prepare and Distribute Initial Study and Notice of Preparation**

T&B Planning will prepare an Initial Study (IS), which will include a detailed description of the various elements of the proposed project; identify the City of Lake Elsinore as the Lead Agency and provide contact information; indicate the location of the project area and generally describe the existing zoning and General Plan land use designations in the area; provide a description of existing conditions and surrounding land uses; disclose any other public agencies that must also approve the proposed project; identify the environmental factors potentially affected; include the completed Environmental Checklist; and include the determination of the Initial Study/Environmental Checklist.

The Environmental Checklist and Responses to Environmental Checklist also will be completed. Each of the environmental issue areas will be evaluated and assigned a significance rating of "No Impact," "Less than Significant Impact," "Less than Significant Impact with Mitigation," or "Potentially Significant Impact." If substantive evidence cannot be provided in the Initial Study to support a conclusion of "No Impact" or "Less than Significant Impact" for a particular environmental topic, that topic will be further evaluated in the EIR.

T&B Planning will submit an administrative draft of the Initial Study to the City for review, along with a draft Notice of Preparation (NOP). T&B Planning will revise the Initial Study to address comments received from the City and submit a revised version to the City staff to clear the IS/NOP for public review and distribution. We expect that there will be one round of City review and that requested revisions, if any, will be minor in nature.

T&B Planning will compile the NOP distribution list. We expect that the City or Project Applicant will provide mailing labels for property owners within the City's required notification radius, and that City staff will provide their standard public agency notification list as a basis from which to compile the NOP's distribution mailing list. T&B Planning will conduct the NOP distribution by certified mail. Printing and certified mailing expenses (postage and envelopes) will be billed as reimbursable expenses against the budget for Task 6.1, in accordance with our *HOURLY RATES*, which is included in the *COST PROPOSAL*.

### **Task 1.4 Prepare For and Attend Public Scoping Meeting**

Because the proposed project involves a General Plan Amendment (GPA), the project meets the definition of a project of Statewide, Regional, or Area wide Significance pursuant to CEQA Guidelines § 15206(b)(1). Accordingly, a public scoping meeting will be required pursuant to CEQA Guidelines §15082(c)(1). A T&B Planning Principal or Senior Project Manager will the one public scoping meeting to present the various aspects of the proposed project and to solicit comments regarding the scope and content of the EIR. It is expected that City staff will secure a location for the meeting, advertise the meeting, and make arrangements for the recording of verbal comments. T&B Planning will prepare all visuals and handouts as part of Task 5.1.

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## **PHASE 2 PREPARE AND REVIEW TECHNICAL SERVICES/STUDIES**

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### **Task 2.1 AB 52 Consultation (Optional Task)**

Although not specified in the RFP or Addendum thereto, the project would be subject to Native American consultation pursuant to AB 52 because the project's NOP will be distributed for public review after July 1, 2015, when the requirements of AB 52 took effect.

As a sub-consultant to T&B Planning, Brian F. Smith and Associates (BFSA) will assist the City in fulfilling its obligations under AB 52 to conduct Native American Consultation. AB 52 requires consultation with Native American tribes prior to determining if the project will require an EIR or MND under CEQA. BFSA will conduct a Sacred Lands File Search at the Native American Heritage Commission (NAHC), and as required by AB 52, BFSA will submit letters to those tribal representatives and Native Americans listed by the NAHC as interested entities or persons in this area. Within 30 days of the distribution of all letters of notification, BFSA will call or email all recipients to verify their receipt of the notifications. On behalf of the City, BSFA will help arrange meetings for AB 52 consultation. BFSA will also collect and summarize all Native American responses for AB 52. For all Native American correspondence received by the City in response to AB 52 requests for comments or consultation, BFSA will provide 25 hours of assistance to the City to draft responses for the City's review and use. BFSA will be available to attend meetings with tribal representatives as requested by the City. If no tribal entities request consultation, the budget for this task will be reduced accordingly.

### **Task 2.2    Phase 1 Environmental Site Assessment**

As a sub-consultant to T&B Planning, Leighton and Associates (Leighton) will prepare a Phase I Environmental Site Assessment (ESA) for the project site. As part of this task, Leighton will conduct a records search of selected government databases that meet the search requirements of ASTM E 1527-13 Standard Practice for Environmental Site Assessments. Leighton will also review published local geological literature and historical sources of the project site, and contact appropriate agencies to gain information regarding hazardous materials/waste on the project site. After receiving permission from the City/Project Applicant to access the site, Leighton will perform site reconnaissance of the property to observe visual indications of environmental conditions. The site reconnaissance will be conducted by a qualified professional as defined in the ASTM E 1527-13 standard. Leighton also will conduct interviews with present and/or past property owners, adjacent tenants, and local government officials for information regarding hazardous waste disposal or other environmental issues that may exist on the project site. Based on these work efforts, Leighton will prepare Phase I ESA report that summarizes Leighton's findings, conclusions, and recommendations. If the presence of hazardous materials/waste is suspected or identified onsite, a Phase II study may be recommended, which is not budgeted; in such case, T&B Planning will work with City staff to address the need for a Phase II ESA.

### **Task 2.3    Noise Study**

As a sub-consultant to T&B Planning, Urban Crossroads will provide noise impact analysis services. Urban Crossroads will document the existing noise environment conditions by collecting 24-hour ambient noise level measurements in the project study area. All noise level measurement equipment will satisfy American National Standards Institute (ANSI) standard specifications for sound level meters ANSI S1.4-2014/IEC 61672-1:2013. The ambient noise conditions in the project study area will be documented in the noise study.

Urban Crossroads also will conduct an off-site traffic noise analysis. Average daily traffic volumes and related noise levels for existing, opening year and long-range conditions will be identified, on up to twenty study area roadway segments. Calculation of the project's contributions to traffic noise by comparing the "with" and "without" project noise contours on the study area roadways will be conducted. Based on this analysis, Urban Crossroads will determine if the project will create a significant impact on any analyzed roadway segments.

Urban Crossroads also will conduct an analysis of traffic noise affecting future uses on-site utilizing a version of the FHWA noise prediction model to determine the exterior noise level impacts from the adjoining roadways. Noise level impacts will be based on the future worst-case traffic conditions, for noise receptors located in the outdoor living areas at the patios, balconies, pool deck, etc. Urban Crossroads also will identify potential on-site watercraft noise level impacts and collect reference watercraft noise level measurements to describe the on-site noise levels associated with boating activities at the floating dock. Urban Crossroads also will estimate the interior noise levels for the project, and will identify potential interior noise impacts and recommend mitigation measures (minimum sound transmission class ratings) needed to meet the City of Lake Elsinore interior standards.

An operational noise analysis also will be conducted to determine whether the project would result in stationary noise impacts affecting sensitive receptors, such as potential truck loading activities and HVAC system operations within the proposed commercial/retail center. The analysis will include a map showing the relationship between the noise source and each surrounding noise-sensitive receptor taking into account the distance and existing noise barriers. Noise abatement measures will be identified if necessary to ensure that the noise levels satisfy the applicable City of Lake Elsinore criteria at the sensitive receiver locations.

Finally, a construction noise analysis also will be conducted. Potential noise impacts associated with temporary construction activities will be assessed using the RCNM (Roadway Construction Noise Model). The analysis will include a detailed noise impact and vibration analysis associated with temporary construction activities and estimate the impacts expected at nearby noise-sensitive uses.

Urban Crossroads will summarize the results of the analysis in a noise impact analysis report. The scope of work and budget for this task includes one round of revisions to the noise study based on comments provided by City staff.

### **Task 2.4    Air Quality/Greenhouse Gas Emissions Study**

As a sub-consultant to T&B Planning, Urban Crossroads will prepare air quality and greenhouse gas impact analysis reports. As part of the Air Quality Study, Urban Crossroads will gather background air quality data, identify local wind patterns in the study area, and identify applicable rules, plans, and thresholds of significance. They will then identify construction-related air

quality impacts. Urban Crossroads also will evaluate operational emissions based upon trip generation projections provided as part of the Traffic Study. In addition, emissions from other operational sources such as heaters, air conditioners, water heaters, consumer products, and lawn care equipment will also be considered. Urban Crossroads also will quantify emissions associated with watercraft vehicles. Potential odor impacts resulting from the proposed project also will be identified. Based on the results of the analysis, Urban Crossroads will identify applicable mitigation measures and regulatory requirements that the project must comply with. A qualitative assessment of odors and odor controls is expected. A "list" approach per CEQA will be utilized when discussing cumulative impacts. Since the South Coast Air Basin is in non-attainment, the determination of significance will be based on whether or not the Project results in a substantial incremental increase. Urban Crossroads will identify recommended mitigation measures that will reduce any potential impacts to the maximum extent possible. The results of the analysis will be documented in an air quality report that incorporates the findings and all supporting calculations.

As part of the Greenhouse Gas Emissions Study, Urban Crossroads will evaluate applicable federal and state regulatory requirements (i.e., AB32, SCAQMD, CARB thresholds), and will qualitatively discuss the effects of GHG emissions on regional air quality. The GHG emissions evaluation for short-term construction, long-term mobile source, and long-term stationary source activity will consider project design, and mitigation measures that have the potential to reduce GHG emissions. Urban Crossroads also will quantify emissions associated with watercraft vehicles. Based on the results of the analysis, Urban Crossroads will evaluate significance based on the latest guidance from the California Attorney General's Office, the Office of Planning and Research (OPR), the SCAQMD, California Air Resources Board (CARB), and the City's Climate Action Plan (CAP). Urban Crossroads will prepare a GHG emissions report documenting the results of the study. The scope of work and budget for this task includes one round of revisions to the air quality/greenhouse gas emission study based on comments provided by City staff.

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### **PHASE 3    PREPARE DRAFT EIR AND DISTRIBUTE FOR PUBLIC REVIEW**

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#### **Task 3.1    Evaluate NOP Comment Letters**

At the close of the 30-day public review period of the NOP, T&B Planning will review each comment letter to evaluate whether the comments warrant an expansion to the scope of analysis in the EIR. If we identify comments requiring an expanded scope of analysis, we will immediately evaluate our scope of work and budget and notify the City. For purposes of budgeting for this task, it is expected that the NOP would result in a moderate number of comment letters, not to exceed 15 comment letters or up to 60 individual comments.

#### **Task 3.2    Prepare Administrative Draft EIR**

T&B Planning will commence preparing the Administrative Draft EIR following completion of the Project Description (Task 1.2) and distribution of the IS/NOP for public review (Task 1.3). The EIR will generally include the following sections:

**Executive Summary.** This introductory section will provide a synopsis of each project component; a summary of the project alternatives, including an identification of the "Environmentally Superior Alternative"; and a brief discussion of areas of controversy and issues to be resolved by the decision-making body, if any. The Executive Summary also will include a summary table that will form the basis of the Mitigation Monitoring and Reporting Program (MMRP) to be prepared as part of Task 3.4.

**Introduction.** The Introduction will explain the purpose of the EIR, the legal authority for preparation of the EIR, and the EIR process. Additionally, this section will identify other applicable planning documents that apply to the project area. In addition, the Introduction will identify the Lead Agency (City of Lake Elsinore), Responsible Agencies, and/or Trustee Agencies. The relationship of each component of the project to future project approvals and/or environmental permits also will be described.

**Environmental Setting.** The Environmental Setting will describe the project's location, geographic and physical setting, surrounding land uses, and the physical environmental conditions of the property as they existed on the date of the EIR's IS/NOP issuance. In addition, a summary of the existing planning and policy context will be presented, including the property's relationship to the General Plan, zoning, and other applicable regional plans and policy documents.

**Project Description.** The Project Description, which will be based on the Project Description prepared as part of Task 1.2, will be used as the basis for the impact analysis throughout the EIR. This section will include a brief description of the project's location and setting. This section also will identify the project's objectives, which will form the basis for

subsequent analysis of project alternatives. An extensive description of the project will include construction-related and operational characteristics. Any areas anticipated to be impacted by off-site improvements also will be described in this section. Finally, the Project Description will document any and all anticipated subsequent approvals, including approvals that may be required from federal, state, and/or local agencies. Exhibits will be included in this section as necessary to describe the project proposal.

**Environmental Analysis.** The Environmental Analysis section will address each environmental issue identified by the Initial Study for evaluation. The existing conditions/environmental setting as it relates specifically to the environmental topic under evaluation will be described to establish a baseline for conducting the environmental analysis. As necessary and appropriate, a description of key terminology and concepts associated with the environmental issue area will be presented, followed by a discussion of any regulatory requirements that may apply. Next, the significance criteria will be listed and will be accompanied by a justification as to the appropriateness of the criteria selected for evaluation. An analysis will then be presented for each significance criterion, and the analysis will provide a clear description and conclusion as to the level of significance of project impacts to land and water, prior to mitigation.

The analysis will include a discussion of potential direct, indirect, and cumulative impacts of the project. T&B Planning will work with City staff, the project's traffic consultant, and nearby jurisdictions, to identify surrounding projects to be included in the cumulative impacts analysis. For each significant impact identified, feasible and enforceable mitigation measures will be presented. Finally, each chapter in this section will provide a conclusion as to the level of significance following implementation of recommended mitigation measures.

Based on our preliminary knowledge of the project and our suggested approach for completing the environmental documentation, this proposal anticipates that the following environmental issue areas will be addressed in the EIR.

- |                                   |                                      |
|-----------------------------------|--------------------------------------|
| ○ Aesthetics                      | ○ Land Use and Planning              |
| ○ Air Quality                     | ○ Noise                              |
| ○ Biological Resources            | ○ Population/Housing                 |
| ○ Cultural Resources              | ○ Public Services                    |
| ○ Geology and Soils               | ○ Recreation                         |
| ○ Greenhouse Gas Emissions        | ○ Transportation/Traffic             |
| ○ Hazards and Hazardous Materials | ○ Utility and Service Systems        |
| ○ Hydrology/Water Quality         | ○ Mandatory Findings of Significance |

Our approach is to include an analysis of each topic unless it was clearly demonstrated by the Initial Study that there will be no impact or a less-than-significant impact without the need for mitigation.

**Mandatory CEQA Topics.** This section will summarize unavoidable impacts of the project and will identify whether or not the impacts will be mitigated to below a level of significance. Significant irreversible environmental changes will be disclosed, which would be involved in the proposed action should it be implemented. A discussion of Growth Inducement will focus on elements of the proposed project which could remove obstacles to growth in the area such as expanded water and sewer service capabilities and the provision of improved roadway connections. A discussion of Energy Conservation will describe how the project would not result in a wasteful use of energy. Lastly, this section will disclose effects that were found not to be significant during EIR scoping process and that do not warrant an in-depth analysis in the EIR (e.g., Agriculture and Forest Resources and Mineral Resources).

**Project Alternatives.** The Project Alternatives section will be based on a description of reasonable project alternatives defined in consultation with City staff and the Project Applicant. Each alternative identified in this section will meet the project's primary objectives while minimizing or eliminating significant environmental effects associated with the proposed project. For purposes of budgeting for this task, it is anticipated that three (3) alternatives will be presented in the EIR, including the No Project Alternative. If exhibits illustrating the alternatives are required, we expect that the exhibits will be provided by the Project Applicant at a level of detail that facilitates their analysis as required under CEQA.

**Individuals and Agencies Consulted.** This required section will identify all persons contacted in order to prepare the EIR.

**References.** This required section will identify all reference sources used and persons contacted in order to prepare the EIR.

Upon completion of the Administrative Draft EIR, the Administrative Draft EIR will be submitted to the City for review and comment.

### **Task 3.3 Prepare 2<sup>nd</sup> and 3<sup>rd</sup> Administrative Draft EIRs**

Based on comments received on the First Administrative Draft EIR document, T&B Planning will revise the EIR document to respond to comments, questions, and requests for clarification. This proposal anticipates that comments will be moderate in scope and complexity. For the purpose of creating a budget for this task, we expect that the City will not require substantial changes to the Project Description or to any of the technical reports prepared in support of the EIR.

Upon completion of the Second Administrative Draft EIR, the EIR document and its supporting technical reports will be submitted to the City for additional review. The budget for this task anticipates that only minor document revisions will be requested from the City following submittal of the Second Administrative Draft EIR document, which will be incorporated as part of the Third Administrative Draft EIR document. However, if any substantive issues remain, T&B Planning will arrange a meeting with City staff to discuss the comments and recommend appropriate ways to efficiently address remaining concerns within the available budget. Following City review of the Third Administrative Draft EIR document, it is expected that the City would clear the EIR for public review.

### **Task 3.4 Prepare Mitigation Monitoring and Reporting Program**

T&B Planning will prepare a stand-alone Mitigation Monitoring and Reporting Program (MMRP) in accordance with State law and City requirements to ensure implementation of mitigation measures, standard conditions, and project design features assumed in the EIR's analysis of impacts. The MMRP will identify the conclusions drawn by the EIR, identify the level of impact significance for each significance threshold, and list every project requirement and mitigation measure listed in the body of the EIR, with the implementation timing and responsible parties noted. The MMRP will be provided as part of the Second Administrative Draft EIR. T&B Planning staff is experienced in preparing practical, easily-implemented mitigation monitoring plans for a wide range of mitigation requirements.

### **Task 3.5 Prepare Notice of Completion and Public Review Draft EIR**

Upon receiving City authorization to publish the Draft EIR, T&B Planning will prepare and print for public distribution the Draft EIR and its Technical Appendices per City direction and State requirements. The budget for this task includes distribution of the Draft EIR and Technical Appendices primarily in PDF format, burned to CDs with a custom-designed label. Six hard copies will be provided for the City's internal needs and for distribution to agencies that require paper copies. Expenses associated with printing the Public Review Draft EIR will be billed as reimbursable expenses against the budget for Task 6.1 in accordance with our *HOURLY RATES*, which is included in the *COST PROPOSAL*.

T&B Planning also will prepare the Notice of Completion (NOC) required for the Draft EIR's 45-day public review period. This proposal anticipates that the City or Project Applicant will provide updated mailing labels for all property owners and occupants within the City's required notification radius. As part of this task, T&B Planning also will work with City staff to ensure that an advertisement is prepared for publication in the local newspaper as required by CEQA. The distribution list for the Draft EIR will be based on the distribution list prepared for the project's NOP (Task 1.3), and supplemented if necessary by persons and organizations that request notification and/or all individuals and agencies that commented on the project's IS/NOP. Prior to public distribution, T&B Planning will submit the draft mailing list to the City for review and approval.

T&B Planning will conduct the Draft EIR distribution by first-class mail. Mailing expenses will be billed as reimbursable expenses against the budget for Task 6.1, in accordance with our *HOURLY RATES*, which is included in the *COST PROPOSAL*. We recommend that the City forward copies of the comment letters to T&B Planning as they are received, and then send us the complete set of original letters at the close of the public comment period. If any comments necessitate an expanded scope of analysis in the Final EIR, we will immediately evaluate our scope-of-work and notify the City.

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## **PHASE 4 PREPARE FINAL EIR, RESPOND TO COMMENTS, MMRP, AND HEARING MATERIALS**

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### **Task 4.1 Prepare Response to Public Comments and Administrative Draft Final EIR**

Upon completion of the 45-day public review period, T&B Planning will prepare written responses to all comment letters received. All comments received in response to the Draft EIR will be discussed with City staff and the technical consultants as necessary, and an approach to the responses will be agreed upon prior to preparation of the draft Response to Comments. The draft Response to Comments will be submitted to the City for review and approval. The budget for this task is based on the expectation that comments will not exceed more than 15 commenting agencies/individuals and/or over 75 substantive comments.

Concurrently, T&B Planning also will incorporate revisions into the EIR document necessary to clarify or correct information in support of the draft Response to Comments. Any such revisions will be shown in ~~strikeout~~/underline format. A new section in the EIR ("Final EIR") will be drafted to document the public review process for the EIR, summarize the comment letters received, and identify the nature, location, and reason for any and all revisions incorporated into the final document. This new section also will provide a discussion and rationale for why recirculation of the Draft EIR is not required pursuant to CEQA Guidelines § 15088.5.

The first draft of the Response to Comments and Final EIR will be submitted to City for review and comment. The budget includes submittal of only the Final EIR section and any changed pages in the Draft EIR for the initial review by the City, along with copies of the draft Response to Comments and electronic versions of the Final EIR section, changed pages, and Responses to Comments. Following receipt of comments from the City, T&B Planning will incorporate revisions to the Response to Comments and draft Final EIR and re-submit the documents for a second iteration of City review.

Following the City's second review of the Response to Comments and draft Final EIR, it is expected that the document will either be approved by City staff for consideration by the Planning Commission, or that only minor revisions would be necessary. Major revisions are not expected, nor budgeted. Once approved by City staff, T&B Planning will publish copies of the draft Final EIR for use by decision-makers and City staff during the public hearing process. Additionally, and as required pursuant to CEQA Guidelines § 15088(b), T&B Planning will distribute copies of the Response to Comments via certified mail to all public agencies and individuals that commented on the Draft EIR at least 10 days prior to certification of the Final EIR. Certified mailing expenses and printing expenses are not included in the budget for this task, and will be billed as reimbursable expenses against the budget for Task 6.1, in accordance with our *HOURLY RATES*, which is included in the *COST PROPOSAL*.

#### **Task 4.2 Prepare Findings of Fact and Statement of Overriding Considerations**

T&B Planning will prepare the CEQA documents required for the Final EIR public hearings, including the Statement of Overriding Considerations (if required) and the Section 15091 CEQA Findings of Fact (requiring a summary of each effect, identification of one or more of the required CEQA findings, listing of the associated mitigation measures, and the rationale for implementing the measures). This document will be submitted to the City for review, editing, and approval. The budget for this task includes one round of revisions to the Findings of Fact/Statement of Overriding Considerations, following which the final document will be submitted to the City for final review and approval.

#### **Task 4.3 Prepare and Post Notice of Determination**

After certification of the Final EIR by the City of Lake Elsinore, the City will prepare a Notice of Determination (NOD) form pursuant to § 15094 of the state CEQA Guidelines. T&B Planning will post the City-prepared Notice of Determination (NOD) with the City Clerk. Timely filing (within five (5) working days of final decision) of the NOD by the lead agency (City of Lake Elsinore) reduces the statute of limitations on court challenges to the approval under CEQA from 180 days to 30 days.

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### **PHASE 5 MEETINGS, PROJECT MANAGEMENT, AND QUALITY CONTROL**

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#### **Task 5.1 Meetings, Correspondence, and Coordination**

All time spent by T&B Planning in attending meetings, preparing/updating project schedules, or in coordinating/communicating via phone, e-mail, letter and/or web-based conferencing with City staff, public agencies, legal counsel, outside parties, and the project team (as needed) will be billed on a *Time and Materials* basis against the budget for this task in accordance with our *HOURLY RATES*, which is included in the *COST PROPOSAL*. This task will commence upon authorization of this contract and will continue throughout the duration of the project. We will only bill for the actual number of hours required for this task. Attendance at Public Hearings is budgeted separately as part of Task 5.3.

#### **Task 5.2 Review of Technical Studies**

As draft technical reports are made available, T&B Planning will review each technical report for accuracy and suitability for use in support of the CEQA analysis. Each technical report must include a description of existing conditions, an impact analysis, identification of appropriate mitigation measures, and a mitigation monitoring program, as necessary. The scope of work and budget for this task assumes an average of six (6) staff hours of review and coordination time for each technical study, and assumes the following technical studies have been or will be prepared by the Project Applicant or City and will be provided to T&B Planning. If any technical study requires substantial revision as a result of this review, we will immediately share our findings with the City and discuss what revisions may be required to address any identified concerns.

- Fault Line Evaluation;
- Geotechnical Soils Evaluation;
- Biological Resources;
- Jurisdictional Water Resources;
- Cultural Resources;
- Traffic Impact Study;
- Paleontological Resources;
- Hydrology Study;
- Water Quality Management Plan; and
- Utilities and Service Systems Study.

### **Task 5.3 Prepare For, Attend, and Present at Public Hearings**

For the purpose of preparing an estimated budget for this task, we anticipate that a T&B Planning Principal and Senior Project Manager will take the lead in preparing for and presenting at a total up to one (1) public hearing each before the City Planning Commission and the City Council. Time preparing for, attending, and traveling to/from public hearings will be billed on a *Time and Materials* basis against budget for this task in accordance with our *HOURLY RATES*, which is included in the *COST PROPOSAL*. If preparation and attendance at public hearings exceeds six hours per hearing, or if additional public hearings are required, then the additional time will be billed against the budget for Task 5.1. If less time is required, we will only bill for the time actually spent.

### **Task 5.4 Document Publishing and Coordination**

Work conducted under this task includes compilation of the Initial Study/NOP, Administrative Draft EIRs, Draft EIR, and Final EIR for printing and distribution. These documents are required to be distributed in both PDF and hard copy formats. Work efforts include creating master PDFs, burning documents to CDs, creating custom CD labels, and coordinating hard copy printing as necessary. The budget for this task accommodates only staff time spent in preparing, compiling, and coordinating printing of required documents and/or CDs. Costs associated with printing and CD creation will be billed as reimbursable expenses against the budget for Task 6.1, in accordance with our *HOURLY RATES*, which is included in the *COST PROPOSAL*.

### **Task 5.5 Administrative Record Filing**

Prior to the first public hearing, T&B Planning will prepare a comprehensive electronic record, with a corresponding index, of all relevant documentation in our possession for transfer to the City as part of the Administrative Record. Relevant documentation will include final versions of the Initial Study/NOP, EIR, supporting technical reports, PDFs of all information sources cited in the EIR's references section, and pertinent written correspondence related to the EIR analysis methodologies and findings. T&B Planning will provide the City with one (1) CD of the administrative record.

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## **PHASE 6 DELIVERABLES**

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### **Task 6.1 Deliverables**

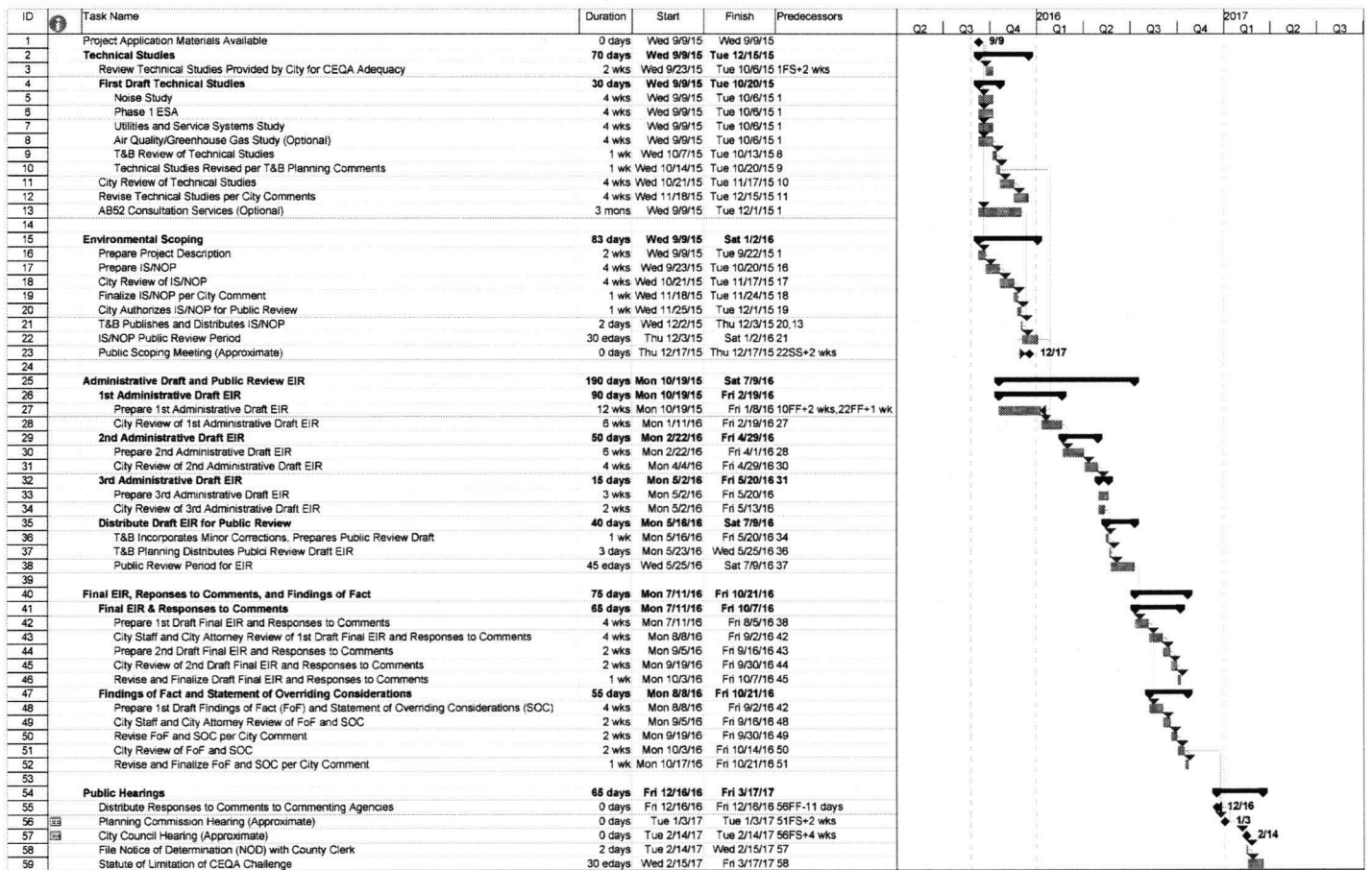
The proposed budget includes reproduction and other related costs, as well as mailing costs associated with the public distribution of documents and notices, based on the following quantity of deliverables. The number of copies to be provided indicated in the table below includes estimations and not fixed numbers. Costs associated with the below-listed deliverables shall be invoiced in accordance with our *HOURLY RATES*, which is included in the *COST PROPOSAL*. It should be noted that the actual deliverables that may be needed in support of the project may vary from the list of deliverables provided below, and that not all of the deliverables listed below may be necessary. The budget for this task is intended to include any and all deliverables required for the project, whether listed below or not.

Deliverable	Format of Deliverable
Initial Study/NOP	<ul style="list-style-type: none"> <li>60 Hard Copies of Notice of Preparation</li> <li>Postage for Public Review Certified Mailings (Up to 60 mailings)</li> </ul>
First Administrative Draft EIR	<ul style="list-style-type: none"> <li>1 CD with PDF version of EIR (including graphics) and Technical Appendices</li> <li>6 Hard Copies of the Administrative Draft EIR</li> <li>FedEx expense for delivery of EIR materials to City</li> </ul>
Second Administrative Draft EIR	<ul style="list-style-type: none"> <li>1 CD with PDF version of EIR (including graphics) and Technical Appendices</li> <li>6 Hard Copies of the Revised Administrative Draft EIR</li> <li>FedEx expense for delivery of EIR to City</li> </ul>
Third Administrative Draft EIR	<ul style="list-style-type: none"> <li>1 CD with PDF version of EIR (including graphics) and Technical Appendices</li> <li>3 Hard Copies of the Revised Administrative Draft EIR</li> <li>FedEx expense for delivery of revised EIR to City</li> </ul>
Public Review Draft EIR	<ul style="list-style-type: none"> <li>10 Hard Copies of the Public Review Draft EIR (6 copies for City of Lake Elsinore, up to 3 copies for Responsible/Trustee Agencies and 1 copy for T&amp;B Planning)</li> <li>Up to 75 CDs with PDF versions of the EIR and Technical Appendices (15 CDs for State Clearinghouse, and up to 60 CDs for distribution to surrounding property owners and Responsible/Trustee Agencies)</li> <li>Up to 75 Hard Copies of Notice of Completion (NOC)</li> <li>15 Hard Copies of Executive Summary (for OPR)</li> <li>Custom-designed CD labels</li> <li>Mailing Expenses, including: <ul style="list-style-type: none"> <li>First-class mail postage for distribution of up to 40 copies of the Public Notices/NOC to surrounding property owners and public agencies;</li> <li>Certified mail postage for distribution of up to 17 CDs and public notices/NOC to Public Agencies;</li> <li>FedEx expenses for distribution of hard copies of the EIR, hard copies of the NOC, and CDs to up to 3 Responsible/Trustee Agencies and the Project Applicant; and</li> <li>FedEx expenses for delivery of the 15 hard copies of the Executive Summary and 15 CDs to the State Clearinghouse.</li> </ul> </li> </ul>
Final EIR	<ul style="list-style-type: none"> <li>7 Hard Copies of the Final EIR (6 copies for the City and 1 copy for T&amp;B Planning)</li> <li>1 CD with PDF versions of the Final EIR and Technical Appendices</li> <li>FedEx expense for delivery of Final EIR to City</li> <li>1 Hard Copy of the NOD</li> </ul>
Administrative Record	<ul style="list-style-type: none"> <li>1 CD</li> </ul>

Lakeshore Town Center CEQA Proposal  
Exhibit C: Description and Approach



**Project Schedule**



## EXHIBIT D: RELEVANT PROJECTS/SERVICES WITH REFERENCES

### Relevant Experience

#### Nichols Mine Expansion EIR

**Lead Agency:** City of Lake Elsinore

**Completion Date:** In Progress

**City Contact:** Justin Kirk, Senior Planner; ph: (951) 674-3124 ext. 284; e-mail: [jkirk@lake-elsinore.org](mailto:jkirk@lake-elsinore.org)

T&B Planning was selected by the City of Lake Elsinore as a third party consultant to prepare an Environmental Impact Report (EIR) for the proposed Nichols Mine Expansion project located in the City of Lake Elsinore. The project seeks to expand the site's mining footprint by 24 acres and includes applications for an amendment to Reclamation Plan (RP) 2006-01A1 to increase the total area subject to mining activities, extend the hours permitted for mining operation, and reduce the permitted annual tonnage of exported materials. In addition to preparing the EIR, T&B Planning is also responsible for preparing all public notices for the project, circulating the EIR for public review, and for representing the EIR during both the Planning Commission and City Council hearings. The Notice of Preparation was released for public review in June 2015 and the Draft Environmental Impact Report will be released for public review in late summer/early fall of 2015.

#### Vernola Marketplace MND

**Lead Agency:** City of Jurupa Valley

**Completion Date:** March 2015

**City Contact:** Ernest Perea, CEQA Administrator; ph: (951) 214-2739; e-mail: [ernestperea@ymail.com](mailto:ernestperea@ymail.com)

T&B Planning was selected as a third-party consultant by the City of Jurupa Valley to prepare CEQA compliance documentation for a proposed apartment community consisting of 397 rental units within 25 buildings. Other proposed improvements included parking, landscaping, a swimming pool complex with clubhouse, outdoor recreation areas, dog mini-park, underground utilities, walls, security gates, walkways, and lighting. The 17.4-acre project site is located along the eastern side of I-15, north of 68th Street. T&B Planning prepared an IS/MND that incorporated technical analysis contained in a full array of technical studies. T&B Planning also handled all CEQA notices and mailings and presented the conclusions of the IS/MND at public hearings. The project was considered by the Planning Commission in February 2015 and City Council in March 2015.

#### Balboa Marina West MND

**Lead Agency:** City of Newport Beach

**Completion Date:** October 2014

**City Contact:** Patrick Alford, Planning Director; ph: (949) 644-3235; e-mail: [palford@newportbeachca.gov](mailto:palford@newportbeachca.gov)

T&B Planning prepared and processed a Mitigated Negative Declaration (MND) for an approximately 4.4-acre site located at the Balboa Marina within Newport Harbor. The project is composed of 0.87-acre of water surface and 3.5 acres of land and consists of a public transient dock expansion, a private dock expansion, and a land-side commercial marina development. Due to the project's location adjacent to lower Newport Bay and East Coast Highway, the project was considered a highly visible project with a number of approvals required from the City of Newport Beach, the California Coastal Commission, and numerous state and federal agencies. T&B Planning served as the overall project manager for the project's MND, and also was responsible for ensuring that the project's technical studies fully complied with CEQA. The MND was approved by the City's Planning Commission in October 2014.

#### Modular Logistics Center

**Lead Agency:** City of Moreno Valley

**Completion Date:** April 2015

**City Contact:** Claudia Manrique, Associate Planner; ph: (951) 413-3225; e-mail: [claudiam@moval.org](mailto:claudiam@moval.org)

T&B Planning prepared an EIR for a warehouse logistics redevelopment project proposed on a 50.84-acre property located at the northeast corner of Modular Way and Perris Boulevard in the City of Moreno Valley, Riverside County. The property contains an existing manufactured stone product and distribution facility that is proposed to be demolished and replaced with a modern, 1,109,378 s.f. logistics building. No tenant(s) were identified at the time the EIR was prepared. Key environmental issues addressed by the EIR include air quality, greenhouse gas emissions, noise, and traffic. In addition to preparing the EIR, T&B Planning managed the quality control review of all required technical studies and CEQA public notices. T&B Planning also prepared the MMRP, Findings, and Statement of Overriding Considerations for the project. The Draft EIR was released for public review in November 2014 and the Final EIR was certified in April 2015.

*Attachment 1: Resumes of Key Staff Members*



## TRACY ZINN, AICP

VICE PRESIDENT/PRINCIPAL

[tzinn@tbplanning.com](mailto:tzinn@tbplanning.com)

### COMPANY DATA

#### Corporate Office

17542 East 17<sup>th</sup> Street  
Suite 100  
Tustin, CA 92780  
(714) 505-6360

#### Murrysville Office

3081 Carson Avenue  
Murrysville, PA 15668  
(724) 327-3760

### PERSONAL DATA

#### Education

Bachelor of Science in  
Urban and Regional  
Planning (Indiana University  
of Pennsylvania, 1992)

#### Certifications

American Institute of  
Certified Planners (AICP)

#### Affiliations

CA Association of  
Environmental  
Professionals (AEP)

American Planning  
Association (APA)

National Association of  
Industrial and Office  
Properties (NAIOP)

Tracy Zinn, AICP, joined T&B Planning in 1993 and became a Principal in 2007. Tracy manages the firm's Environmental Services Division and provides quality control for the majority of the company's environmental documents. She is an expert in California Environmental Quality Act (CEQA) compliance and actively participates in technical analysis, documentation preparation, and public meeting and hearing presentations. Under Tracy's direction, T&B Planning has prepared hundreds of CEQA documents. She is looked to by clients and government officials to provide overall management and bring focus to complex tasks. Tracy possesses an understanding of environmental law and the land entitlement process and has a clear understanding of the practical, environmental, and jurisdictional realities associated with each project.

### SUMMARY OF EXPERIENCE

**Environmental Compliance Documents (CEQA and Technical Reports):** Tracy prepares, edits, and directs the preparation of CEQA documents and supporting technical studies. Over her career, Tracy has prepared and quality-control reviewed hundreds of CEQA documents for a wide range of project types, including industrial, logistics warehousing, commercial, residential, mixed-use, and infrastructure-related land uses, for both public and private sector clients. She also directs the preparation of technical studies to support the CEQA compliance process. She is respected for preparing environmental documents that are easily understood, technically accurate, and legally adequate. Her use of quantifiable and objective analysis methodologies have contributed to the legal defensibility of many CEQA documents. No EIR prepared under Tracy's direction has ever been successfully challenged in a court of law.

**Project Management and Public Meeting Facilitation:** Tracy effectively represents project applicants and CEQA lead agencies at public hearings and workshops. She leads scoping meetings, makes technically accurate and compelling presentations at public hearings, and effectively responds to public comments in a factual and respectful manner. She also leads project team meetings, manages coordination efforts among project applicants and public agencies, and oversees the team of technical analysts assigned to author technical support documents.

**Master Planning/Historic Preservation/Permitting:** Tracy's working knowledge of local and regional planning issues, design standards, zoning laws, and public policies are invaluable when applied to context-sensitive properties. She is especially skilled in historic preservation planning and has authored historic preservation plans for many neighborhoods and communities. By applying her combined planning and environmental compliance experience, Tracy is also skilled in making project design recommendations that save her clients time and money and avoid unnecessary mitigation requirements.



**TRACY ZINN, AICP**

**VICE PRESIDENT/PRINCIPAL**

[tzinn@tbplanning.com](mailto:tzinn@tbplanning.com)

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## REPRESENTATIVE LIST OF ENVIRONMENTAL PROJECTS

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- Alliance California Gateway Building III EIR; San Bernardino, California
- Arcadia Logistics Center EIR; Arcadia, California
- Audie Murphy Ranch Specific Plan EIR; Menifee, California
- Balboa Marina West MND; Newport Beach, California
- Bixby Highgrove MND; Riverside County, California
- Brewer Residential Rezone EIR Addendum; Chino, California
- Briggs Road EIR; Riverside County, California
- Chino Central Residential Rezone EIR Addendum; Chino, California
- Chino Commerce Center EIR Addendum; Chino, California
- Citrus Heights Specific Plan EIR Addendum; Riverside County, California
- Covey Ranch ND Addendum; Perris, California
- First Inland Logistics Center II EIR; Moreno Valley, California
- First Nandina Logistics Center EIR; Perris, California
- French Valley Specific Plan EIR and EIR Addendum; Riverside County, California
- Highlands Ranch EIR; San Diego County, California
- Jeffries Ranch EIR; Oceanside, California
- Kraemer Ranch MND; Riverside County, California
- Lee Lake Water District MND; Corona, California
- March Business Center EIR; Moreno Valley, California
- Mira Loma Tentative Tract 33461 EIR; Riverside County, California
- Modular Logistics Center EIR; Perris, California
- Moreno Valley Logistics Center; Moreno Valley, California
- Neighborhood 8A EIR; San Diego, California
- North Newport Center Planned Community EIR Addendum; Newport Beach, California
- Nuevo Business Park EIR; Riverside County, California
- Nuevo Business Park Phase II Subsequent EIR; Riverside County, California
- Oleander Industrial Park EIR; Riverside County, California
- Otay Mesa Community Plan Update Program EIR Peer Review; San Diego, California
- Riverbend Tentative Tract MND; Jurupa Valley, California
- Serrano Commerce Center EIR; Riverside County, California
- Slover Avenue Distribution Center EIR; Fontana, California
- Tentative Map 31309 Focused EIR; Riverside County, California
- Tentative Map 31826 Focused EIR; Riverside County, California
- Tentative Map 32136 Initial Study/MND; Riverside County, California
- Toscana Specific Plan EIR Addenda; Riverside County, California
- Trailmark Specific Plan EIR; Riverside County, California
- Trammel Crow Business Center EIR Addendum; Riverside County, California
- Vernola MarketPlace Apartments MND; Jurupa Valley, California
- Wakunaga Manufacturing Facility MND; Riverside County, California
- Waterman Logistic Center MND; San Bernardino, California
- Watson Industrial Park EIR; Chino, California
- Wickerd Road Tentative Tract 31194 EIR; Riverside County, California
- Yates MND; Riverside County, California



# JERRICA HARDING, AICP

## SENIOR PROJECT MANAGER

jharding@tbplanning.com

### COMPANY DATA

#### Corporate Office

17542 East 17<sup>th</sup> Street  
Suite 100  
Tustin, CA 92780  
(714) 505-6360

#### San Diego Office

1419 University Avenue  
Suite C  
San Diego, CA 92103  
(619) 501-6041

### PERSONAL DATA

#### Education

Master of Urban and  
Regional Planning  
(Eastern Washington  
University, 2001)

Bachelor of Science in  
Natural Resources Planning  
(Humboldt State University,  
1999)

#### Certifications

American Institute of  
Certified Planners (AICP)

#### Affiliations

American Planning  
Association

Building Industry  
Association

CA Association of  
Environmental  
Professionals

Jerrica Harding, AICP, joined T&B Planning in 2002 and provides supervision, oversight, and management of the firm's environmental services in Southern California. She also serves as project manager for complicated and controversial planning and environmental compliance projects. Jerrica is primarily focused on ensuring project compliance with the California Environmental Quality Act (CEQA). As a Project Manager, she is responsible for managing the production and review of technical studies and leading project teams in the preparation of Environmental Impact Reports (EIRs).

Jerrica is a results-oriented manager with a record of successful team coordination and leadership. Her problem-solving skills and technical accuracy often exceed the expectations of clients, agencies, and project applicants.

### SUMMARY OF EXPERIENCE

**Project Management:** Jerrica effectively and efficiently manages teams of technical experts. She also represents clients at public hearings and workshops and manages coordination efforts among public agencies. Jerrica is skilled in reviewing technical reports for adequacy and directs teams of technical consultants to ensure projects are completed on-time and on-budget.

**Environmental Compliance Documentation:** Jerrica has prepared over 50 CEQA documents, including Mitigated Negative Declarations (MNDs), Initial Studies/Environmental Assessments (IS/EA), EIRs, MMRPs, EIR/MND Addendums, and other environmental documents for residential, commercial, industrial, and public facility projects for both public and private clients. Not one of T&B Planning's carefully-prepared EIRs has ever been successfully challenged in court.

**Planning/Entitlement Documentation:** In addition to environmental compliance documentation, Jerrica is well-versed in preparing and processing planning/entitlement documentation. She has prepared Change of Zone, Specific Plan, Development Plan, Master Plan, Precise Plan, and General Plan Amendment applications; Specific Plans; Zoning Ordinances; and public notices, including Notices of Preparation (NOP) and Notices of Completion (NOC).

**Visual Quality and Community Character Analyses:** Jerrica is a recognized expert for preparing visual quality and community character analyses for projects throughout Southern California. These analyses are often utilized in CEQA documents, such as EIRs, to analyze a proposed project's potential impacts to aesthetics and community character. Reports and illustrations address topics such as visual quality, viewsheds, lighting, and aesthetic and community character impacts as viewed from surrounding public viewing areas.



**JERRICA HARDING, AICP**

**SENIOR PROJECT MANAGER**

[jharding@tbplanning.com](mailto:jharding@tbplanning.com)

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#### **REPRESENTATIVE LIST OF ENVIRONMENTAL PROJECTS**

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- Audie Murphy Ranch EIR and Addenda; Riverside County, California
- Batiquitos Bluffs EIR; City of Encinitas, California
- Borba EIR Addendum; City of Chino, California
- Brewart Residential EIR Addendum; City of Chino, California
- Candlelight Villas East EIR; City of San Diego, California
- Central and Francis EIR Addendum; City of Chino, California
- El Sobrante Landfill SEIR; Riverside County, California
- Fern and Riverside EIR Addendum; City of Chino, California
- Fleming Ranch EIR; City of Menifee, California
- Gavilan Hills EIR; Riverside County, California
- Hawano Supplemental EIR; San Diego County, California
- Highlands Ranch EIR; San Diego County, California
- Lido Villas Residential MND; City of Newport Beach, California
- Nichols Mine MND Addendum; City of Lake Elsinore, California
- North Ranch MND Addendum; Riverside County, California
- Oasis Date Gardens EIR; Riverside County, California
- Otay Business Park Supplemental EIR; San Diego County, California
- Riverside and Cypress EIR Addendum; City of Chino, CA
- San Lorenzo Lift Station EIR; City of Santa Ana, California
- Sycamore Creek Specific Plan EIR Addendum; Riverside County, California
- Surface Mining Permit 139, Revision No. 1 MND; Riverside County, California
- Thermal 551 EIR; Riverside County, California
- Walnut Pump Station MND; City of Santa Ana, California
- Yates Residential Subdivision MND; Riverside County, California

#### **LIST OF VISUAL QUALITY STUDIES**

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- Chollas Creek Visual Quality Report; San Diego County, California
- Highlands Ranch Visual Quality Report; San Diego County, California
- Luther Drive Visual Quality Report; San Diego County, California
- Santa Fe Chinese Church Visual Simulation Analysis; San Diego County, California
- Spring Valley Vistas Visual Quality Report; San Diego County, California
- Wildwood Canyon Radio Tower Visual Quality Report; San Bernardino County, California
- WIS Broadcast Tower Visual Quality Report; San Diego County, California

#### **LIST OF OTHER TECHNICAL STUDIES**

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- Agricultural Resources Report for The Grove Project; San Diego County, California
- Candlelight Villas East Land Use Consistency Analysis; City of San Diego, California
- Correia Middle School Lighting Impact Analysis; City of San Diego, California
- The Grove Community Character Study; San Diego County, California
- Hoover High School Lighting Impact Analysis; City of San Diego, California
- Point Loma High School Lighting Impact Analysis; City of San Diego, California

# Cost Proposal

In response to the City of Lake Elsinore *Request for Proposal (RFP) for CEQA Consulting Services for the Lakeshore Town Center Project* dated August 6, 2015, and Addendum #1 thereto, dated August 14, 2015

Prepared by:



**T&B Planning, Inc.**  
17542 E. 17<sup>th</sup> Street, Suite 100  
Tustin, CA 92780

## EXHIBIT E: PROPOSED FEE SCHEDULE/COST

### Project Budget

The services set forth in EXHIBIT C, *Description and Approach*, of the “Technical Proposal” shall be provided pursuant to the following proposed not-to-exceed fee budget. In the event that Task 2.1 is not needed, the project budget shall be reduced by \$4,575.00. The fees for Tasks 1.3, 3.5, 4.1, 5.1, 5.2, 5.3, and 5.4 and Phase 6 are maximum estimates for budgeting purposes. Work under these tasks will be performed on a *Time and Materials* basis in accordance with our *HOURLY RATES*. We will only bill for time actually spent, to the maximum indicated amount.

Phase/Task	Description	Budget Amount
<b>Phase 1: Environmental Scoping</b>		
Task 1.1	Field Investigation, Data Acquisition, and Site Review	\$2,120.00
Task 1.2	Prepare Project Description	\$3,880.00
Task 1.3	Prepare and Distribute Initial Study and Notice of Preparation	\$9,640.00
Task 1.4	Prepare For and Attend Public Scoping Meeting	\$1,750.00
<b>Subtotal Phase 1:</b>		<b>\$17,390.00</b>
<b>Phase 2: Prepare and Review Technical Services/Studies</b>		
Task 2.1	AB 52 Consultation (Optional Task)	\$4,575.00
Task 2.2	Phase 1 Environmental Site Assessments	\$4,200.00
Task 2.3	Noise Study	\$8,400.00
Task 2.4	Air Quality/Greenhouse Gas Emissions Study	\$9,400.00
<b>Subtotal Phase 2:</b>		<b>\$26,575.00</b>
<b>Phase 3: Prepare Draft EIR and Distribute for Public Review</b>		
Task 3.1	Evaluate NOP Comment Letters	\$1,500.00
Task 3.2	Prepare Administrative Draft EIR	\$52,055.00
Task 3.3	Prepare 2 <sup>nd</sup> and 3 <sup>rd</sup> Administrative Draft EIRs	\$11,885.00
Task 3.4	Prepare Mitigation Monitoring and Reporting Program	\$2,000.00
Task 3.5	Prepare Notice of Completion and Public Review Draft EIR	\$7,920.00
<b>Subtotal Phase 3:</b>		<b>\$75,360.00</b>
<b>Phase 4: Prepare Final EIR, Respond to Comments, MMRP, and Hearing Materials</b>		
Task 4.1	Prepare Response to Public Comments and Administrative Draft Final EIR	\$12,035.00
Task 4.2	Prepare Findings of Fact and Statement of Overriding Considerations	\$7,500.00
Task 4.3	Prepare and Post Notice of Determination	\$515.00
<b>Subtotal Phase 4:</b>		<b>\$20,050.00</b>
<b>Phase 5: Meetings, Project Management, and Quality Control</b>		
Task 5.1	Meetings, Correspondence, and Coordination	\$17,925.00
Task 5.2	Review of Technical Studies	\$7,500.00
Task 5.3	Prepare For, Attend, and Present at Public Hearings	\$3,600.00
Task 5.4	Document Publishing and Coordination	\$5,125.00
Task 5.5	Administrative Record Filing	\$4,800.00
<b>Subtotal Phase 5:</b>		<b>\$38,950.00</b>
<b>Phase 6: Deliverables</b>		
Task 6.1	Deliverables	\$9,345.00
<b>Subtotal Phase 6:</b>		<b>\$9,345.00</b>
<b>Total Estimated Labor Budget</b>		<b>187,670.00</b>

## **Hourly Rates**

### **T&B Planning, Inc.**

• Principal/Senior Designer .....	\$175.00/Hour
• Senior Associate .....	\$125.00/Hour
• Senior Manager/Senior Planner .....	\$125.00/Hour
• Project Manager .....	\$ 95.00/Hour
• Graphics Manager .....	\$ 95.00/Hour
• Project Planner .....	\$ 80.00/Hour
• Environmental Analyst .....	\$ 80.00/Hour
• Staff Planner .....	\$ 65.00/Hour
• Graphic Artist/GIS Technician .....	\$ 65.00/Hour
• Administrative Assistant/Assistant Planner .....	\$ 40.00/Hour

### **Urban Crossroads**

• Principal .....	\$175.00 - \$225.00/Hour
• Associate Principal .....	\$145.00 - \$180.00/Hour
• Senior Associate .....	\$120.00 - \$165.00/Hour
• Associate .....	\$ 100.00 - \$135.00/Hour
• Senior Analyst .....	\$ 85.00 - \$120.00/Hour
• Analyst .....	\$ 70.00 - \$105.00/Hour
• Assistant Analyst .....	\$ 50.00 - \$85.00/Hour
• Senior Technician .....	\$ 55.00 - \$90.00/Hour
• Technician .....	\$ 45.00 - \$80.00/Hour
• Assistant Technician .....	\$ 35.00 - \$70.00/Hour
• Administrative Manager .....	\$75.00 - \$110.00/Hour
• Administrative Supervisor .....	\$60.00 - \$95.00/Hour
• Administrative Assistant .....	\$45.00 - \$80.00/Hour

### **Leighton and Associates, Inc.**

• Senior Principal .....	\$243.00/Hour
• Principal .....	\$200.00/Hour
• Associate .....	\$189.00/Hour
• Senior Project Engineer/Geologist/Scientist .....	\$ 171.00/Hour
• Project Engineer/Geologist/Scientist .....	\$ 149.00/Hour
• Operations/Laboratory Manager .....	\$ 149.00/Hour
• Senior Staff Engineer/Geologist/Scientist .....	\$ 131.00/Hour
• Staff Engineer/Geologist/Scientist .....	\$ 122.00/Hour
• GIS Specialist .....	\$ 122.00/Hour
• CAD Operator .....	\$ 104.00/Hour
• Information Specialist .....	\$99.00/Hour
• Project Administrator/Word Processor .....	\$72.00/Hour

### **Brian F. Smith and Associates**

• Principal .....	\$150.00/Hour
• Associate Archaeologist .....	\$ 70.00/Hour
• Administrative Assistant .....	\$45.00/Hour

EXHIBIT B

SUBCONSULTANT LIST

URBAN CROSSROADS

LEIGHTON AND ASSOCIATES, INC.

BRIAN F. SMITH AND ASSOCIATES



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2015

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

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

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614	CONTACT NAME: Risk Strategies Company
www.risk-strategies.com	PHONE (A/C, No, Ext): 949-242-9240
CA DOI License No. 0F06675	FAX (A/C, No):
INSURED T & B Planning, Inc. 17542 E. 17th Street, Suite 100 Tustin CA 92780	E-MAIL ADDRESS: syong@risk-strategies.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Citizens Insurance Co. of America
	INSURER B : Allmerica Financial Benefit Ins Co
	INSURER C : Hanover American Insurance Co.
	INSURER D : Continental Casualty Company
	INSURER E :
	INSURER F :

## COVERAGES

CERTIFICATE NUMBER: 26478117

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	OB3A546792	2/1/2015	2/1/2016	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$2,000,000 GENERAL AGGREGATE \$ \$4,000,000 PRODUCTS - COMP/OP AGG \$ \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AW3A212497	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WZ3A546821	2/1/2015	2/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
D	Professional Liability			MCH288294144	9/20/2015	9/20/2016	Per Claim: \$1,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to: Job No. 996-001.  
The City of Lake Elsinore, its elected or appointed officers, officials, employees, agents and volunteers are named as additional insureds and primary/non-contributory clause applies to the general and auto liability policies and a waiver of subrogation applies to the general, auto and work comp policies-see attached endorsements.

RECEIVED

## CERTIFICATE HOLDER

## CANCELLATION

City of Lake Elsinore Attn: City Clerk 130 South Main Street Lake Elsinore CA 92530	SEP 21 2015 CITY CLERK'S OFFICE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE Michael Christian

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ACORD 25 (2014/01)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM****I. Additional Insured by Contract, Agreement or Permit**

Under **SECTION II – LIABILITY, C. Who Is An Insured**, Paragraph 4. is added as follows:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

- b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any lessor of equipment:
  - (a) After the equipment lease expires; or
  - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;
- (4) To any:
  - (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
  - (b) Managers or lessors of premises if:
    - (i) The occurrence takes place after you cease to be a tenant in that premises; or

- (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services. This includes but is not limited to any professional services as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of the policy apply.

**II. Additional Insured by Contract, Agreement or Permit – Primary and Non-contributory**

The following is added to **SECTION III – COMMON POLICY CONDITIONS**:

**M. Other Insurance****1. Additional Insureds**

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, Part C – Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II – LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured.

We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When **b.(2)** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.(3)** below.

**b. Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g. of SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability**.

When this insurance is excess, we will have no duty under **SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

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

**c. Method Of Sharing**

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

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

**III. Aggregate Limit of Insurance (Per Project)**

- a. For purposes of the coverage provided by this endorsement, **D. Liability and Medical Expenses Limits of Insurance** under **Section II – Liability** is amended by adding the following:

The General Aggregate Limit under **D. Liability and Medical Expenses Limits of Insurance** applies separately to each of "your projects" or each location listed in the Declarations.

- b. For purposes of the coverage provided by this endorsement **F. Liability And Medical Expenses Definitions** under **Section II – Liability** is amended by adding the following:

- a. "Your project" means:

- i. Any premises, site or location at, on, or in which "your work" is not yet completed; and
- ii. Does not include any location listed in the Declarations.

#### **IV. Blanket Waiver of Subrogation**

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

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

# NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

INSURED: T & B Planning, Inc.

POLICY NO.: OB3A546792

AW3A212497

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

BUSINESS AUTO COVERAGE FORM

BUSINESSOWNERS COVERAGE FORM

## SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
	130 South Main Street Lake Elsinore CA 92530	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to provide notice in accordance with the terms of this endorsement does not:

- Alter the effective date of policy cancellation;
- Render such cancellation ineffective;
- Grant, alter, or extend any rights or obligations under this policy; or
- Extend the insurance beyond the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy No.: AW3A212497



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provide by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 2/1/2015	Countersigned By:  (Authorized Representative)
Name Insured: T & B Planning, Inc.	

### SCHEDULE

Name of Person(s) or Organization(s):

Where required by written contract

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

#### 14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

#### 15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay; less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

#### SECTION IV - CONDITIONS

##### 16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership; or
  - (3) An executive officer or insurance manager if you are a corporation.

##### 17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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461-0155 (9-97)

**5. Transfer Of Rights Of Recovery  
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO  
DISCLOSE INFORMATION**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE  
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

**SECTION V - DEFINITIONS**

**20. MENTAL ANGUISH**

Paragraph C. **"Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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**461-0155 (9-97)**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CA**

**This endorsement changes the policy to which it is attached effective on the inception date of the policy unless otherwise stated.**

**This endorsement effective on 2/1/2015 at 12:01 am standard times forms a part of Policy No. WZ3A546821**

**of the** Hanover American Insurance Co.

**issued to:** T & B Planning, Inc.

**Premium (if any) \$**



**Authorized Representative**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us)

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

The additional premium for this endorsement shall be 2.000% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

**Job Description: Projects as on file with the insured**

WC 252 040 84

## NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S) (Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

### SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
City of Lake Elsinore		30
Attn: City Clerk	130 South Main Street	
	Lake Elsinore	
	CA 92530	

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

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to provide notice in accordance with the terms of this endorsement does not:

- Alter the effective date of policy cancellation;
- Render such cancellation ineffective;
- Grant, alter, or extend any rights or obligations under this policy; or
- Extend the insurance beyond the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/1/2015

Policy No.: WZ3A546821

Endorsement No: N/A

Insured:

T & R Planning Inc.

Insurance Company:

Allmerica Financial Benefit Ins Co



Authorized Representative