

**AGREEMENT FOR PROFESSIONAL SERVICES
Glenn Lukos Associates**

***Summerhill Drive Extension Project
Biological and Regulatory Support***

This Agreement for Professional Services (the "Agreement") is made and entered into as of January 8, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City") and Glenn Lukos Associates, Inc., a California corporation ("Consultant").

RECITALS

A. The City has determined that it requires the following professional services: preparation of biological surveys and submittal and processing of regulatory permits for the Summerhill Drive Extension Project.

B. Consultant has submitted to City a proposal, dated December 20, 2018, 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 and Nine Thousand Three Hundred and Sixty-Two dollars (\$109,362) 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. 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: Glenn Lukos Associates, Inc.
Attn: Thienan Pfeiffer, President
29 Orchard Road
Lake Forest, CA 92630

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

DocuSigned by:


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Grant Yates, City Manager

“CONSULTANT”

Glenn Lukos Associates, Inc., a California corporation

DocuSigned by:


77E0A11E3ED9472...
By: Thienan Pfeiffer
Its: President

ATTEST:

DocuSigned by:


4E3A35C9046F48C...
Deputy City Clerk

APPROVED AS TO FORM:

DocuSigned by:

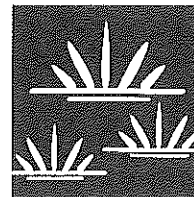

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City Attorney

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

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

GLENN LUKOS ASSOCIATES

Regulatory Services



December 20, 2018
[Revised December 28, 2018]

Richard J. MacHott
Planning Manager
City of Lake Elsinore
130 South Main Street
Lake Elsinore, California 92530

SUBJECT: Revised Proposal for Biological and Regulatory Support for the Summerhill Drive Extension Project Located in Lake Elsinore, Riverside County, California.

Dear Mr. MacHott:

Glenn Lukos Associates, Inc. (GLA) is pleased to submit this revised proposal for provision of biological and regulatory consulting services, specifically for the preparation of a General Biological Report and a Jurisdictional Delineation Report to be used for permitting purposes. In addition, GLA will process authorizations through (1) the U.S. Army Corps of Engineers (Corps) pursuant to Section 404 of the Clean Water Act, (2) the California Department of Fish and Wildlife (CDFW) pursuant to Section 1602 of the California Fish and Game Code, and (3) the California Water Quality Control Board (Regional Board) pursuant to Section 401 of the Clean Water Act and/or Section 13260 of the Porter-Cologne Act.

PERSONNEL

Mr. Martin Rasnick will lead a staff of qualified field biologists in the performance of general and focused biological services. Mr. Rasnick is an environmental planner, project manager, habitat restoration specialist, and regulatory specialist with over ten years of experience in environmental entitlements, mitigation monitoring, and mitigation design. Prior to joining Glenn Lukos Associates, Mr. Rasnick served as the Senior Environmental Planner for a Southern California environmental engineering firm and the environmental coordinator for a local Southern California real estate company. He has participated in numerous wetland delineations, prepared several mitigation plans and functional assessments, assisted in the preparation of several California Environmental Quality Act (CEQA) documents, and has conducted mitigation and construction monitoring on several projects throughout Southern California.

Richard J. MacHott
Planning Manager
City of Lake Elsinore
December 20, 2018
[Revised December 28, 2018]
Page 2

COSTS

The proposed not-to-exceed fee (fixed fee) for performance of Tasks I through XIV, as presented in the attached scope of work is \$99,420 which includes direct costs but which does not include meetings not specifically addressed in the scope of work. Up to an additional \$9,942 may be charged for direct costs, bringing the total maximum fee for this proposal to \$109,362. This proposal is valid for a period of 180 days after which time changes to the scope and/or proposed fee may be required to proceed.

The following assumptions are incorporated into the proposed fee:

- All survey work will be limited to the Summerhill Drive Extension Project. If offsite improvements are anticipated, GLA must be so informed prior to start of work so that we can prepare a revised proposal.
- Permission to access the study areas and keys or combinations to locked gates will be obtained by the client and provided to GLA. Please be advised that GLA cannot perform offsite work or prepare reports about offsite areas without the written permission of those property owners.
- Field studies will be performed at a time, to be arranged with the client.
- The site is known to contain suitable habitat for the following species: burrowing owl, least Bell's vireo, and southwestern willow flycatcher. Focused surveys will be conducted for these species as identified in the attached scope of work.

The amount of work required to obtain a favorable permit decision is always difficult to estimate due to the unpredictable amount of coordination and negotiation necessary with government agencies. The estimated fees cover all efforts that may reasonably be anticipated at this point in time as required to obtain final authorization from the Corps, CDFW, and Regional Board.

The following assumptions are incorporated into the proposed fee:

1. Although the project will not likely "cause the loss of" more than ½ acre of waters of the United States, it may "cause the loss" of more than the 300 linear feet of jurisdictional drainages allowed by the current NWPs. This scope of work and cost proposal is based on the assumption that we will be able to get the Corps to waive this 300-foot limit, and allow the work to be authorized by NWP. If the Corps does not waive the 300-foot limit, then it will be necessary to apply under the individual

Richard J. MacHott
Planning Manager
City of Lake Elsinore
December 20, 2018
[Revised December 28, 2018]
Page 3

- permit program. In such case GLA will prepare a request for a change order for the additional tasks associated with processing an individual permit.
2. This proposal is for the delineation and permitting of work within the Project site itself. If offsite work is required we must be made aware of it before work starts so that we can include it in our scope of work and cost proposal and so that it will be included in our work and your permits.
 3. Sufficient space for mitigation occurs on site or on client-specified adjacent properties.
 4. Not more than two meetings with the Corps, CDFW, U.S. Fish and Wildlife Service (USFWS), and/or Regional Board.
 5. No supervision of or attendance at public hearings.
 6. No resubmittals of notifications to the resource agencies required by changes to the project design.
 7. No work for an EIS, if required by a federal agency; no work for an EIR, if required by a state agency.
 8. No archaeological/cultural resource surveys.
 9. No work specific to a Section 7 Consultation pursuant to the Endangered Species Act.
 10. No subsurface investigation of groundwater conditions (if necessary).
 11. No updates or amendments to MSHCP approvals that have already been issued.

Supplementary services beyond the limits of this scope of work, if needed, are available from GLA, subject to subsequent proposals. If major changes in the scope of work are required, the client will be notified at the earliest possible time.

MATERIALS NEEDED FROM THE CLIENT

Prior to the start of work, GLA will need the following materials:

1. A recent color aerial photograph of the site at a scale of not less than 200 feet to the inch. Preferably, we would like to have the aerial photograph as a geo-referenced and ortho-rectified digital file (TIFF format in State Plane Coordinates).¹
2. A digital file of the base topographic map of the project area (DWG format in State Plane Coordinates).

¹ If a recent color aerial photograph is not readily available, we may be able to obtain a suitable photograph from an online source for a small fee of \$65.

Richard J. MacHott
Planning Manager
City of Lake Elsinore
December 20, 2018
[Revised December 28, 2018]
Page 4

3. A digital file of the plan view of the project boundary, proposed grading, and other infrastructural improvements as an overlay to the existing topo (DWG format in State Plane Coordinates and PDF files).

SCHEDULE

Fieldwork will begin within two weeks following receipt of formal authorization to proceed, or as otherwise arranged with the client.

Providing this revised proposal is acceptable, please so indicate by signing both copies of the attached Authorization for Professional Services and returning one signed copy to GLA. Your signature will constitute agreement to the terms set forth therein and will represent formal authorization to proceed.

If you have any questions regarding this revised proposal, please contact Thienan Pfeiffer at (949) 340-9088.

Sincerely,

GLENN LUKOS ASSOCIATES, INC.



Thienan Pfeiffer
President

MAR

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**SCOPE OF WORK
GENERAL BIOLOGICAL REPORT, JURISDICTIONAL DELINEATION, AND
SECTION 404/401 AND SECTION 1602 PERMIT PROCESSING FOR
SUMMERHILL DRIVE EXTENSION PROJECT
LAKE ELSINORE, RIVERSIDE COUNTY, CALIFORNIA**

TASK I. CONDUCT GENERAL BIOLOGICAL SURVEYS

GLA performed biological surveys in 2004 for the Tuscany Hills (Toscano Heights) Project, which included the extension of Summerhill Drive. Several of the biological studies performed in 2004 will need to be updated for the Summerhill Drive alignment in order to support the permitting of the Project. GLA will update certain biological surveys and the jurisdictional delineation as described below.

Existing maps, documents, databases, and correspondence relative to the proposed project will be reviewed and analyzed. Included in this task will be a review of the California Natural Diversity Database (CNDDB), California Native Plant Society (CNPS) Rare Plant Inventory, Federal Register, U.S. Fish and Wildlife Service (USFWS) occurrence data, and previous biological documentation prepared for the vicinity.

Based on previous surveys performed by GLA for the Tuscany Hills Project, and the presence of potentially suitable habitat, we have included updated focused surveys for the following species: burrowing owl (Task III), least Bell's vireo (Task IV), and southwestern willow flycatcher (Task IV). If GLA determines that additional updated surveys may be warranted based on current condition, GLA will advise the Client and can prepare a separate proposal to perform the additional required focused surveys.

GLA biologists shall conduct general biological surveys for the property, recording all flora and fauna observed on site in field notes. Should any sensitive species and/or habitats be identified during performance of general surveys, their descriptions shall be recorded in field notes and locations will be indicated on a map of the site. Lists of all flora and fauna identified on site shall be included in Floral and Faunal Compendia prepared for inclusion in the final biological technical report. A map of sensitive species/habitat locations shall also be included in the report.

Vegetation on the project site will be mapped according to Holland (1986²). The vegetation mapping will be performed on a 400-scale (or larger) aerial photograph less than two years old. All flora and fauna identified on site during vegetation mapping will be included in floral and faunal compendia prepared for the property.

TASK II. PERFORM FOCUSED SURVEYS FOR SENSITIVE PLANTS

GLA biologists shall conduct updated focused surveys for sensitive plant species which have the potential to occur on site. Please be aware that focused surveys for many plant species can only be performed during specific times of the year. GLA will perform the focused plant surveys coinciding with the blooming periods for the target species, as applicable. The identification of

² Holland, R. F. 1986. Preliminary descriptions of the terrestrial natural communities of California. Sacramento, CA: Nongame-Heritage Program, California Dept. Fish and Game. 156 pp.

any sensitive species on site will be recorded in field notes and their locations and estimated population size(s) will be noted on a map of the site to be submitted with the final biological technical report. All flora and fauna identified on site during performance of focused surveys will be included in floral and faunal compendia prepared for the property.

TASK III. CONDUCT FOCUSED BURROWING OWL SURVEYS

The Project Site is located within the MSHCP Survey Area for the burrowing owl (*Athene cunicularia*). GLA will conduct updated burrowing owl surveys following the MSHCP *Burrowing Owl Survey Instructions*. Step I includes a general habitat assessment for the burrowing owl. If suitable habitat exists on site, then step II must be conducted. Step II, Part A requires a focused burrow survey to locate and map suitable burrows with the potential to be occupied by burrowing owls. This includes observing burrow for diagnostic owl sign, including whitewash, regurgitated pellets, bones, feathers, etc. If suitable burrows are identified, then focused surveys are required; which are to be conducted during the breeding season (March 1 through August 31). A total of four focused survey visits are required per survey polygon, which may include the focused burrow survey if conducted during the breeding season. The results of the focused burrowing owl surveys will be included in the General Biological Report.

TASK IV. CONDUCT FOCUSED SURVEYS FOR LEAST BELL'S VIREO AND SOUTHWESTERN WILLOW FLYCATCHER

GLA will conduct updated focused surveys for the federal and state endangered least Bell's vireo (*Vireo bellii pusillus*) and southwestern willow flycatcher (*Empidonax traillii extimus*) within areas that support suitable habitat for each species.

Surveys for the southwestern willow flycatcher will follow the 2010 U.S. Fish and Wildlife Service (USFWS) Guidelines, which require five survey visits between May 15th and July 17th. A biologist holding a valid Section 10(a) (1) (A) permit for the flycatcher will conduct the surveys. GLA will submit a notification to the U.S. Fish and Wildlife Service (USFWS) at least 10 days prior to conducting the surveys and will obtain at least a verbal approval to proceed. Surveys for the least Bell's vireo will follow the 2001 USFWS survey guidelines, which recommend a minimum of eight survey visits, at least ten days apart, between April 10th and July 31st, with each survey covering no more than 50 hectares (approximately 110 acres) and no more than three linear kilometers.

Since the survey periods for the vireo and flycatcher overlap, GLA will conduct a total of eight survey visits, five visits for both flycatcher and vireo, and three additional visits specifically for the vireo.

Following the completion of surveys, a report will be prepared to document the results of the flycatcher and vireo surveys. This report must be submitted to USFWS within 45 days of completion of surveys as a requirement of the biologist's permit to specifically conduct the flycatcher surveys. The results of the focused surveys will also be included in the General Biological Report.

TASK V. PREPARE GENERAL BIOLOGICAL REPORT

A general biological report will document the findings of the updated general and focused biological surveys. The report will provide a full description of the existing conditions on the site including vegetation communities (vegetation map included), sensitive plants or animals identified onsite (sensitive species map to be included), and a discussion of sensitive plants and animals not identified onsite and whether there are sensitive plants and/or animals with potential to occur. This task and cost estimate include budget sufficient for one thorough revision to the draft (initial) report.

TASK VI. DELINEATE ON SITE FEDERAL AND STATE AGENCY JURISDICTION

Existing maps, documents and correspondence relative to the proposed project will be reviewed and analyzed. New information requirements will be identified and strategies for acquiring this information will be determined.

A field team of regulatory specialists will delineate Corps jurisdictional boundaries within the project site. The field team will investigate specific conditions relating to jurisdictional criteria defining “waters of the United States” in accordance with the 2015 Clean Water Rule.³ Wetland vegetation indicator species, hydric soils, and appropriate hydrology will be evaluated pursuant to the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual⁴ (1987 Manual) and the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0).⁵ The Ordinary High Water Mark (OHWM) will be evaluated using the methodology set forth in the 2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States.⁶ These data will be recorded on the aerial photograph for use in preparing jurisdictional maps and incorporating into the biological technical report.

A field team of regulatory specialists will delineate CDFW jurisdictional boundaries within the project site. All intermittent and ephemeral streams, rivers, creeks, dry washes, sloughs, blue-line streams, and watercourses with subsurface flows, canals, aqueducts, irrigation ditches, and other means of water conveyance, and lakes will be examined for indicators of CDFW jurisdiction. These indicators include biologic components of aquatic systems (such as riparian vegetation) and physical features (such as a bed or channel, banks, levees, instream features such as logs or snags, and flood plains). Measurements of this jurisdiction will be taken at periodic intervals along the

³ U.S. Army Corps of Engineers. Environmental Protection Agency. 2015. *Clean Water Rule: Definition of “Waters of the United States”; Final Rule*.

⁴ Environmental Laboratory. 1987. *Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1*, U.S. Army Engineer Waterways Experimental Station, Vicksburg, Mississippi.

⁵ U.S. Army Corps of Engineers. 2008. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)*. Ed. J.S. Wakeley, R.W. Lichevar, and C.V. Noble. ERDC/EL TR-08-28. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

⁶ U.S. Army Corps of Engineers. 2008. *A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States*. R.W. Lichevar, and S.M. McColley. ERDC/CRREL TR-08-12. Hanover, NH: Cold Regions Research and Engineering Laboratory, U.S. Army Engineer Research and Development Center.

drainage and mapped onto a 200-scale topographic map. Isolated wetlands (such as vernal pools) are generally not considered to be within CDFW jurisdiction.

The Regional Board's jurisdiction pursuant to Section 401 of the Clean Water Act will be identical to that of the Corps pursuant to Section 404 of the Clean Water Act. However, where the Corps declines jurisdiction due to isolation or lack of nexus with interstate waters, the Regional Board will claim jurisdiction over such waters pursuant to the Porter-Cologne Act. GLA will identify and delineate any such waters and keep track of those waters separately from those within Corps jurisdiction.

TASK VII. PREPARE JURISDICTIONAL DELINEATION REPORT

A regulatory specialist will prepare a letter report to document the findings concerning Corps, Regional Board, and CDFW jurisdiction on the site. The report will document the extent of jurisdiction, assess wetland-related biological resources, and discuss permitting strategies. Documentation will consist of (1) field data sheets (as an appendix), (2) color photographs of representative jurisdictional areas (and non-jurisdictional areas that could be mistaken for jurisdiction), (3) a topographic map (at the scale provided by the client, but not less than 200-scale) of the limits of jurisdictional areas (the map will show all points at which measurements were made and soil pits examined), and, if applicable, (4) a table showing the area of Corps, Regional Board, and CDFW jurisdiction for each drainage and tributary.

TASK VIII. PROJECT COORDINATION

GLA will coordinate the results of all updated studies with the Project team to ensure that any potential problems are made known and resolved at the earliest possible opportunity. This task includes a maximum of three meeting with the project team and miscellaneous coordination not to exceed 20 hours.

TASK IX. FORMULATE MITIGATION PLAN

Feasible measures for mitigating any impacts upon wetland/riparian resources resulting from project implementation will be recommended for consideration. Agency policy generally requires that: (1) on site mitigation be given full consideration (even though it may require changes in project design), (2) mitigation be like-in-kind (to the maximum extent possible), and (3) habitat be replaced at no less than 1 to 1 by area (even if mitigation is designed so as to result in higher value habitat). Emphasis will be placed upon providing the maximum attainable compatibility between project design objectives and regulatory requirements. Off site mitigation will be required if on site mitigation is not feasible, however, the search for suitable off site mitigation locations is not included in this scope of work.

After approval of recommended mitigation by the client, conceptual grading and planting plans will be prepared. Conceptual plans will include plant lists, conceptual grading plans, a general description of site preparation methods, biological monitoring program, maintenance program, and other information sufficient to satisfy resource agency review requirements. A final planting plan

with specifications sufficient to obtain bids for installation of the mitigation should be prepared only after obtaining approval from all the agencies; preparation of a final plan, if necessary, is not included in this scope of work. Grading necessary for the conceptual mitigation plan will be recommended by GLA, however, final grading plans must be reviewed and approved by the client's engineer at the client's expense.

TASK X. PROCESS SECTION 404 AUTHORIZATION

The current nationwide permits (NWP) became effective on March 19, 2017 and will expire on March 18, 2022. The proposed work will cause the loss of less than ½ acre of jurisdictional waters but may cause the loss of more than 300 linear feet of jurisdictional waters (the limit allowed by the NWP number 14. Nevertheless, the proposed work otherwise complies with the terms and conditions of this NWP and is not subject to (restricted by) any of the Regional Conditions issued by the District office of the Corps. In such cases the NWP provides that the Corps can, on a case-by-case basis, waive the 300-foot limit of impacts.

If necessary, GLA will prepare a request for waiver of the 300-foot limit and a Pre-Construction Notification (PCN) in accordance with Corps regulations and, only upon review and approval by the client, submit the PCN to the Corps for processing.

The Corps' new 300 linear-foot waiver procedure includes general agency coordination regarding the proposed waiver with other state and federal resource agencies, such as the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the CDFW, and the Regional Board. The waiver coordination process allows other resource agencies ten calendar days from the date that the material has been transmitted to them to inform the Corps (via telephone, fax, or electronic mail) that they intend to provide substantive, site-specific comments regarding the waiver. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the Corps will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal.

Under the Corps' new NWP program, the Corps "strongly recommends" that the applicant submit a functional assessment of waters at the project site to support a request of a waiver of the 300-foot-rule and in support of the PCN. In cases where the impacts to waters will be minimal, a functional assessment may not be necessary. In California the functional assessment is generally accomplished through the California Rapid Assessment Method (CRAM). Whereas the preparation of a site-specific functional assessment is time-consuming and expensive; and whereas the Corps has not consistently requested functional assessments to be provided with waiver requests, we are not proposing to prepare a functional assessment at this time, but recommend waiting to see if we can process the waiver and PCN without one for this project. However, if a functional assessment is required by the Corps to provide concurrence that the Project's disturbance will only result in minimal adverse effects to the aquatic environment, then we will provide a change order to conduct such a study.

If the Corps ultimately declines to waive the 300-foot limit and the project cannot be designed so as to avoid all but 300 linear feet of jurisdictional waters, then it will be necessary to seek Corps authorization through the individual permit process. This scope of work and cost proposal does not include any of the additional tasks required for processing an individual permit.

TASK XI. PREPARE STREAMBED ALTERATION NOTIFICATION

A 1602 Streambed Alteration Notification will be completed in accordance with CDFW standards and, only after review and approval by the client, submitted to the CDFW for review.

The notification to CDFW will include, at a minimum:

- detailed description of the proposed project, including grading plans provided by the client;
- detailed description of the property (especially wetlands) to be impacted by the proposed project, as extracted from other reports and documents provided by the client;
- discussion of approvals and certifications being obtained from other federal, state, or local agencies;
- conceptual mitigation plan as discussed above; and
- a completed notification form as required by CDFW.

Please be aware that CDFW generally will not accept a notification unless accompanied by a draft or recently certified CEQA document.

TASK XII. PREPARE REQUEST FOR 401 WATER QUALITY CERTIFICATION AND/OR WASTE DISCHARGE REQUIREMENT

A 401 Water Quality Certification is only required when a project, affecting waters of the United States, requires a federal action such as a Corps permit. If there is no federal action, but waters of the state are being affected, the Regional Board requires the processing of a Waste Discharge Requirement pursuant to the Porter-Cologne Act. A written request for 401 Water Quality Certification and/or an application for a Waste Discharge Requirement will be prepared and, only after review and approval by the client, submitted to the Regional Board for review.

The request to the Regional Board will include, at a minimum:

- detailed description of the proposed project, including grading plans provided by the client;
- detailed description of the property (especially wetlands) to be impacted by the proposed project, as extracted from other reports and documents provided by the client;
- discussion of approvals and certifications being obtained from other federal, state, or local agencies; and
- conceptual mitigation plan as discussed above.

Please be aware that the Regional Board generally will not accept an application unless accompanied by a draft or recently certified CEQA document.

TASK XIII. COORDINATE PROCESSING

The 404 waiver request and Pre-Construction Notification, the 1602 notification, and 401 Water Quality Certification/Waste Discharge Requirement request will be coordinated with the Corps, CDFW, and Regional Board throughout processing to ensure that any potential problems are made known to the client and resolved at the earliest possible opportunity. Not more than two meetings with the Corps, CDFW, U.S. Fish and Wildlife Service (USFWS), and/or Regional Board are assumed. The degree of effort anticipated and included under this task is based on a reasonable and general approximation of effort and includes approximately 50 hours of coordination time. It is not feasible to know with certainty what level of coordination an agency will require because this is dependent on the specific agency personnel processing the permit and client perspectives. In the event that the agencies require additional information beyond the reasonable and anticipated level of effort estimated in this task, GLA will notify the Client to discuss the need for a change order.

TASK XIV. CONDUCT PRE-CONSTRUCTION BURROWING OWL SURVEY

A qualified biologist will perform a single-visit preconstruction survey no more than 30 days prior to ground disturbance as required by the Tentative Tract Map (TTM) No. 31370 (Tuscany Hills North) mitigation measure. A qualified biologist familiar with burrowing owl and the survey approach will perform the work. All areas of suitable habitat will be carefully walked for observation of direct and/or indirect sign of the species. Any indication of the species will be mapped by hand and GPS coordinates recorded. Photographs of the property and location of detection will be taken. A letter-format report will be written and submitted to the Client within seven days of completing the field work.

DIRECT EXPENSES

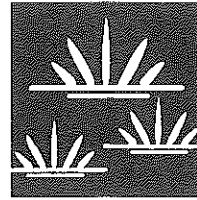
GLA's direct expenses shall be those costs incurred directly for the CLIENT's project, including, but not limited to, necessary transportation costs including mileage by automobile at the current rate allowed by IRS, meals and lodging, laboratory tests and analyses, retention and management of technical consultants, printing, and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by GLA. No administrative charge shall be applied to all direct expense charges. The table below has been developed to aid us in estimating the total cost of the proposed work and is provided for your information only. Unless otherwise arranged with the client, the cost of each task is not meant to be precise and we may find it necessary to shift costs between tasks as the work proceeds.

TASK	
	TOTAL COSTS
Task I. Conduct General Biological Surveys	\$1,860
Task II. Conduct Focused Plant Surveys	\$2,850
Task III. Conduct Focused Burrowing Owl Surveys	\$4,420
Task IV. Conduct Vireo and Flycatcher Surveys	\$16,960
Task V. Prepare General Biological Report	\$9,170
Task VI. Conduct Jurisdictional Delineation	\$3,510
Task VII. Prepare Delineation Report	\$6,810
Task VIII. Coordinate with Project Team	\$5,630
Task IX. Formulate Mitigation Plan	\$10,820
Task X. Prepare Waiver Request/PCN	\$10,360
Task XI. Prepare Notification to CDFW	\$7,890
Task XII. Prepare Notification to Regional Board	\$7,890
Task XIII. Coordinate Processing	\$9,390
Task XIV. Conduct Pre-Con BUOW Survey	\$1,860
NOT-TO-EXCEED FIXED FEE	\$99,420
Direct Costs (up to 10% of SOW)	\$9,942
TOTAL MAXIMUM FEE	\$109,362

**AUTHORIZATION FOR PROFESSIONAL SERVICES
REVISED**

GLENN LUKOS ASSOCIATES

Regulatory Services



Date: December 28, 2018

Project Number: 1228-0002summ

Project Name: Revised - Provide Biological and Regulatory Support for the Summerhill Drive Extension Project,
Located in Lake Elsinore, Riverside County

Client: City of Lake Elsinore

Address: 130 South Main Street, Lake Elsinore, California 92530

hereby requests and authorizes GLA to perform the following services:

SCOPE OF SERVICES

See revised proposal letter dated December 28, 2018.

SCHEDULE

To begin following receipt of formal authorization to proceed.

COMPENSATION

The proposed not-to-exceed fee (fixed fee) for performance of Tasks I through XIV, as presented in the attached scope of work is \$99,420 which includes direct costs but which does not include meetings not specifically addressed in the scope of work. Up to an additional \$9,942 may be charged for direct costs, bringing the total maximum fee for this proposal to \$109,362.

MISCELLANEOUS


The services covered under this agreement are subject to federal agency involvement beyond the control of GLA. The proposed fee reflected in this agreement is based on our best estimates, as of this date, of the nature and results of this agency involvement. Should agency actions during the life of this agreement require readjustment of the fee, the client will be advised and a new fee will be mutually agreed upon.

Services covered by this authorization shall be performed in accordance with STANDARD PROVISIONS stated herein.

Approved for CLIENT

Accepted for GLA

By _____

By  _____

Name _____

Name Thienan Pfeiffer

Title _____

Title President

Date _____

Date December 28, 2018

s: 1228-1b.con.docx

STANDARD PROVISIONS

1. Authorization to Proceed

Signing this form shall be construed as authorization by CLIENT for GLA to proceed with the work, unless otherwise provided for in the authorization.

2. Direct Expenses

GLA's direct expenses shall be those costs incurred directly for the CLIENT's project, including, but not limited to, necessary transportation costs including mileage by automobile at the maximum rate allowed by IRS, meals and lodging, laboratory tests and analyses, computer services, retention and management of technical consultants, telephone, printing, and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by GLA. An administrative charge of 15% shall be applied to all direct expense charges.

3. Professional Standards

GLA shall be responsible, to the level of competency presently maintained by other practicing environmental consultants in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this authorization. GLA makes no other warranty, expressed or implied.

4. Termination

Either CLIENT or GLA may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall pay GLA in full for all work previously authorized and performed prior to effective date of termination. Such payment shall be made within two weeks unless otherwise agreed. If no notice of termination is given, relationships and obligations created by this authorization shall be terminated upon completion of all applicable requirements of this authorization.

5. Legal Expenses

In the event legal action is brought by CLIENT or GLA against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

6. Payment to GLA

Monthly invoices will be issued by GLA for all work performed under the terms of this agreement. Invoices are due and payable upon receipt. Finance charges, computed by a "Periodic Rate" of 1-1/2% per month (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts unless otherwise provided by law or by contract.

**SUMMERHILL DRIVE EXTENSION
REGULATORY PERMITTING AND BIOLOGICAL TIMELINE
(JANUARY 2, 2019)**

U.S. Army Corps of Engineers Section 404 Permit**

<i>TASK</i>	<i>TIMING</i>
GLA conducts jurisdictional delineation of Project site	2 Weeks (January 21-February 4, 2019)
GLA prepares jurisdictional delineation report for project.	2 Weeks (February 5-19, 2019)
GLA provides delineation report to project team.	1 Week (February 20-27, 2019)
Project team review of delineation report and GLA finalizes report.	1 Week (February 28-March 7, 2019)
GLA and Project team meet with U.S. Army Corps of Engineers regarding Project.	1 Week (March 8-15, 2019)
GLA prepares NWP 14 pre-construction notice.	2 Weeks (March 18-April 1, 2019)
Team review of pre-construction notification package and GLA incorporates changes into notification package.	2 Weeks (April 2-16, 2019)
GLA submits draft pre-construction notification to Corps.	1 Week (April 17-24, 2019)
Corps review of pre-construction notification package.	1 Month (April 25-May 28, 2019)
Corps prepares their own version of pre-construction notice.	4 Weeks (May 29-June 26, 2019)
Corps initiates formal Section 7 Consultation with U.S. Fish and Wildlife Service (USFWS). This is an abbreviated consultation due to MSHCP.	3 Months (June 26-September 26, 2019)
Corps initiates Section 106 Consultation with State Historic Preservation Office (this may require as little as 30 days, but we are allowing three months to be safe).	3 Months (June 26-September 26, 2019)
State Historic Preservation Office issues concurrence letter regarding cultural resources on site to complete 106 Consultation.	1 Day (September 27, 2019)
USFWS issues Biological Opinion to Corps as part of formal Section 7 Consultation.	1 Day (September 27, 2019)
Corps issues NWP 14 verification letter	1 Month (September 28-October 28, 2019)

Estimated Permitting Time: 6-8 Months

Santa Ana Regional Water Quality Control Board
Section 401 Water Quality Certification

<i>TASK</i>	<i>TIMING</i>
Prepare Section 401 Water Quality Certification Notification package (cover letter and application) for submittal to the Regional Board.	2 Weeks (March 18-April 1, 2019)
Project team review of Section 401 Water Quality Certification Notification package.	2 Weeks (April 2-16, 2019)
GLA incorporates proposed changes for 401 Water Quality Certification Notification package into draft documents and documents are forwarded to Regional Board, along with a check totaling \$1,500.00 as the application fee deposit.	1 Week (April 17-24, 2019)
Regional Board 30-day review of Section 401 Water Quality Certification Notification package.	1 Month (April 25-May 28, 2019)
Regional Board deems application complete.	1 Day (May 29, 2019)
Project team negotiation with Regional Board staff. This would include one to two project meetings, at the most, with Regional Board staff.	4 Months (May 30-September 30, 2019)
Check for acreage impacts should be provided to Regional Board staff, as they should be winding down the 401 Certification process.	1 Day (October 1, 2019)
Regional Board issues Section 401 Water Quality Certification for project.	2 Weeks (October 2-16, 2019)

Estimated Permitting Time: 6-7 Months

**California Department of Fish and Wildlife Section
1602 Streambed Alteration Agreement**

<i>TASK</i>	<i>TIMING</i>
Prepare California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement Notification Package.	2 Weeks (March 18-April 1, 2019)
Project team review of CDFW 1602 Agreement Notification Package.	2 Weeks (April 2-16, 2019)
GLA incorporates proposed changes for 1602 Notification Package and documents are forwarded to CDFW, along with a check totaling \$5,313 per “project” as the application fee.	1 Week (April 17-24, 2019)
CDFW review of notification package.	1 Month (April 25-May 28, 2019)
CDFW deems application complete.	1 Day (May 29, 2019)
Project team negotiation with CDFW staff. This would include one meeting, at the most, with CDFW staff.	3 Months (May 30-August 30, 2019)
CDFW issues draft 1602 Agreement	1 Week (September 3-10, 2019)
Project team review of draft 1602 Agreement. Client signs two copies of draft 1602 Agreement and forwards both to CDFW.	1 Month (September 11-October 11, 2019)
CDFW signs Section 1602 Streambed Alteration Agreement.	1 Week (October 14-21, 2019)
CDFW issues fully executed 1602 Streambed Alteration Agreement to Client.	1 Day (October 22, 2019)

Estimated Permitting Time: 5-6 Months

Biological Tasks

<i>TASK</i>	<i>TIMING</i>
Commence General Biological Surveys	2 Weeks (January 21-February 4, 2019)
Prepare Biological Technical Report	6 Weeks (February 14-March 21, 2019)
Conduct Focused Burrowing Owl Surveys	1 Month (March 1-31, 2019)
Team review of Biological Technical Report	2 Weeks (March 22-April 5, 2019)
Team finalizes Biological Technical Report for use with permitting package. Vireo/Flycatcher survey data and plant survey data to be incorporated at a later date after agency submittal)	1 Week (April 8-15, 2019)
Sensitive plant surveys commence and are completed. Survey report also completed.	3 Months (April 10-July 15, 2019)
Least Bell's Vireo Surveys commence and are completed.	3.5 Months (April 10-July 31, 2019)
Southwestern Willow Flycatcher Surveys commence and are completed.	2 Months (May 15-July 17, 2019)
Survey report for Least Bell's Vireo and Southwestern Willow Flycatcher prepared and completed.	1 Month (July 18-August 19, 2019)

***Vireo, Flycatcher, and plant surveys submitted to regulatory agencies as completed after submittal due to specificity of plant/wildlife survey windows and/or protocols.

EXHIBIT B
LIST OF SUBCONTRACTORS

None



GLENLUK-01

LHEMMERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2019

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

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

PRODUCER License # 0757776 Redlands, CA - HUB International Insurance Services Inc. 470 East Highland Avenue Redlands, CA 92373	CONTACT NAME: Lysandra Jones-Hemmers PHONE (A/C, No, Ext): (909) 379-1333 FAX (A/C, No): (909) 533-2266 E-MAIL ADDRESS: lysandra.hemmers@hubinternational.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Glenn Lukos Associates, Inc. 29 Orchard Street Lake Forest, CA 92630-8300	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Starr Indemnity and Liability</td> <td style="width: 20%; text-align: center;">NAIC # 38318</td> </tr> <tr> <td>INSURER B: Travelers Casualty Insurance Company of Americ</td> <td style="text-align: center;">19046</td> </tr> <tr> <td>INSURER C: American Family Home Insurance Company</td> <td style="text-align: center;">23450</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Starr Indemnity and Liability	NAIC # 38318	INSURER B: Travelers Casualty Insurance Company of Americ	19046	INSURER C: American Family Home Insurance Company	23450	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: American Family Home Insurance Company	23450												
INSURER D:													
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INSURER F:													

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Ded GL BIPD <input checked="" type="checkbox"/> \$5,000 Ded Prof Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1000065532181	03/31/2018	03/31/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY \$1,000 Comp Ded <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY \$1,000 Coll Ded	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA7976X38018	03/31/2018	03/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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 checked="" type="checkbox"/>	2EA5WC000039701	03/31/2018	03/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			1000065532181	03/31/2018	03/31/2019	Each Occurrence \$ 1,000,000
A	Pollution Liability			1000065532181	03/31/2018	03/31/2019	Each Occurrence \$ 1,000,000

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

Re: GLA#1228.0001SUMM Summerhill Drive Extension Project

The City of Lake Elsinore, its elected or appointed officers, officials, employees, agents, and volunteers are Additional Insured as respect to General Liability per attached, as required by written contract, including Primary/Non-contributory and Waiver of Subrogation. Professional Liability included per attached. Auto Additional Insured and Waiver of Subrogation applies per attached. Waiver of Subrogation on Workers Compensation applies per attached. A \$5,000 Deductible applies per claim on Professional Liability. No Deductible on Automobile Liability. Maximum Policy Aggregate limit is \$4,000,000 on General Liability, and \$2,000,000 on Professional and Pollution Liability.

"Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc (Hub), independent of any rights which may be afforded SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Elsinore 130 South Main Street Lake Elsinore, CA 92530	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Redlands, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Glenn Lukos Associates, Inc. 29 Orchard Street Lake Forest, CA 92630-8300
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holders notice of such cancellation within ten (10) days of the cancellation date."



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000065532181 **Effective Date:** March 31, 2018 at 12:01 am
Named Insured: Glenn Lukos Associates Inc

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

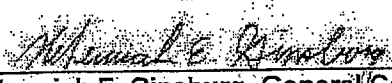
- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:**
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Charles H. D'Angelo, President


Nehemiah E. Ginsburg, General Counsel

Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: 399 Park Avenue 8th Floor New York, NY 10022

Professional Liability Coverage Form

Claims-Made Coverage

Named Insured: **Glenn Lukos Associates Inc**

Policy Number: 1000065532181

Effective Date: 03/31/2018

This Coverage Form is a legal contract between the Named Insured and Starr Indemnity & Liability Company (herein referenced as "the Company"). The Company agrees to provide insurance to the Named Insured, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Coverage form.


This Coverage Form and the coverage provided by it become effective at 12:01 A.M. at the address of the Named Insured on the Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Coverage Form.

This Coverage Form is governed by the laws of the state where it was delivered.

Signed for the Company as of the Effective Date above:



Charles H. D'Angelo, President



Nehemiah E. Ginsburg, General Counsel

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
SECTION I - COVERAGE.....	3
PROFESSIONAL LIABILITY.....	3
Insuring Agreement.....	3
Exclusions.....	4
SECTION II - WHO IS AN INSURED.....	5
SECTION III - LIMITS OF INSURANCE.....	6
SECTION IV - CONDITIONS.....	6
SECTION V – EXTENDED REPORTING PERIODS.....	9
SECTION VI – DEFINITIONS.....	10

PROFESSIONAL LIABILITY COVERAGE FORM**CLAIMS MADE COVERAGE
PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not insured.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word insured means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS.**

SECTION I - COVERAGE**Coverage: Professional Liability****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "claims" that result from the rendering or failure to render "professional services" only if:
 - (1) The damages are caused by an alleged act, error, or omission that takes place in the "coverage territory";
 - (2) The alleged act, error, or omission takes place on or after the Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and
 - (3) A "claim" is first made against you during the policy period or any Extended Reporting Period. Furthermore, a "claim" by a person or organization seeking damages will be deemed to have been made at the earlier time when written notice of such "claim" is received by you or by us, whichever comes first.
- b. If additional "claims" are subsequently made which arise out of the same or related "professional services" as a claim already made, then all such additional claims, whenever made, shall be deemed first made within the policy year or extended reporting period in which the earliest claim arising out of such professional services was made, and all such claims shall be subject to the same Limit of Insurance.
- c. We have the right and duty to defend the insured against any "suit" seeking those damages. However, we have no duty to defend the insured against any "suit" seeking damages arising of "claims" that result from rendering or failure to render "professional services" to which this insurance does not apply. We may, at our discretion, investigate any alleged act, error or omission and settle any "claim" or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend end when we have exhausted the applicable limit of insurance in the payment of judgments, settlements or supplementary payments under this policy.

2. Exclusions

This insurance does not apply to "claim(s)":

Prior Claims

- a. First made against you prior to the inception of this policy; or

Knowingly Wrongful Acts

- b. Arising out of any Named Insured's dishonest, intentional, fraudulent, criminal, malicious, or knowingly wrongful act or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any government agency or body; or

Executive Officer

- c. Arising from your services and/or capacity as an "executive officer", director, partner, trustee or "employee" of a business enterprise not named in the Declarations; or

Other Enterprises

- d. Arising out of any business enterprise owned, operated or managed by the insured or its parent company or the affiliate, successor or assignee of such company if it is not named in the Declarations. However, this exclusion does not apply to a "claim" by an entity qualifying as an insured under paragraph 2.e. of **SECTION II - WHO IS AN INSURED**; or

Express Warranties or Guarantees

- e. Arising out of any express warranties or guarantees; or

Punitive Damages

- f. Punitive damages, exemplary damages, multiplied damages, fines or penalties. However, this exclusion does not apply where insurance of such damages are allowable by law; or

Insurance/Bonds

- g. Arising out of the advising of, requiring of, or failure to advise or require, or failure to obtain or maintain, any form of insurance or surety bond; or

Contractual Liability

- h. Based upon or arising out of the liability of others that you assume under a contract or agreement. However, this exclusion does not apply:
 - (1) Unless the liability would exist in the absence of a contract or agreement; and
 - (2) That would result from the rendering or failure to render "professional services"; and
 - (3) Provided the claim occurs subsequent to the execution of the agreement.

Workers Compensation

- i. Arising out of or in any way related to the obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law; or

Vehicles

- j. Arising from the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to you; or

Products

- k. Arising out of "your product"; or

Faulty Workmanship

- l. Arising out of the cost to repair or replace any faulty workmanship, construction or work not in accordance with your "professional services"; or

Other Insureds

- m. Against you by any other insured or former insured. However, this exclusion does not apply to a "claim" by an entity qualifying as an insured under paragraph 2.e. of **SECTION II - WHO IS AN INSURED**; or

Employer's Liability

- n. Based upon or arising out of the injury to any present or former "employee" or "executive officer" of any insured, including but not limited to wrongful termination, discrimination, or any unfair employment practice.

3. **Supplementary Payments**

We will pay as part of and not in addition to the Limits of Insurance, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off of work.
- c. All costs taxed against the insured in the "suit".
- d. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance shown in the Declarations.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your "professional services".
- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have

all your rights and duties under this policy.

- e. The client for whom the named insured performs "professional services" solely with respect to "claims" arising from your "professional services".
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "claims" that were committed or were alleged to have been committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds; or
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of damages including supplementary payments under the Professional Liability coverage and all other coverages attached to this policy.
3. The Each Claim Limit is the most we will pay for the sum of damages including supplementary payments under the Professional Liability coverage because of all "claims" arising out of any alleged error, omission or act.
4. The Limits of Insurance of this Coverage Form apply to the policy period as shown in the Declarations

SECTION IV - CONDITIONS

1. **Bankruptcy**
Bankruptcy or insolvency of you or of your estate will not relieve us of our obligations under this Coverage Form.
2. **Duties in the Event of a "Claim" or "Suit":**
 - a. If a "claim" is made or "suit" is brought against you, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
 - b. You must see to it that we are notified as soon as practicable of a "claim" or "suit". To the extent possible, notice shall contain:
 - (1) How, when and where the "claim" or "suit" took place; and

- (2) The names and addresses of any injured persons or witnesses; and
- (3) The nature and location of any injury or damage arising out of the "claim" or "suit".

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this insurance may also apply.

- d. No insured will, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** 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 **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to any acts, errors or omissions on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Declarations of this insurance; or
 - (b) The other insurance has a policy period, which continues after the Retroactive Date shown in the Declarations of this insurance.
- (2) Any valid and collectible insurance available to you covering liability for damages arising out of your premises, operations, products and/or completed operations.
- (3) Any other valid and collectible insurance available to you covering liability for damages arising out of premises, operations, products and/or completed operations for which you have been added as an additional insured by an endorsement, or by definition via a contract or agreement, or by combination thereof.

When this insurance is excess, we will have no duty under this policy 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.

5. Representations

By accepting this policy, you agree:

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

6. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy, this insurance applies:

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

7. Transfer Of Rights Of Recovery Against Others To Us

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

SECTION V - EXTENDED REPORTING PERIODS

- A.** If this policy is canceled or non-renewed by either the Company or for any reason, except non-payment of premiums or deductibles, the following shall apply:

1. Upon termination or expiration of the policy, the Company will provide the insured an automatic three (3) month extension period for any claims first made against the insured and reported in writing to the Company, but only in respect to any act, error or omission that takes place on or after the retroactive date as shown in the Declarations and before the date of such cancellation or expiration. This automatic extended reporting period shall become effective the termination date of the policy.

2. This automatic extended reporting period does not reinstate, increase, or in any way create any new Limits of Insurance, nor does it extend the policy period.
- B.** If this policy is canceled or non-renewed by the Company or the named insured for any reason, except non-payment of premiums or deductibles, the named insured has the right to purchase an Optional Extended Reporting Period up to five (5) years for an additional premium. The term option and minimum additional premium are detailed below. Based on the performance of the risk, additional charges might apply to the minimum additional premium per selected term.
- i. One Year Optional Extended Reporting Period for an additional premium of 75%
 - ii. Two Year Optional Extended Reporting Period for an additional premium of 100%
 - iii. Three Year Optional Extended Reporting Period for an additional premium of 150%
 - iv. Four Year Optional Extended Reporting Period for an additional premium of 175%
 - v. Five Year Optional Extended Reporting Period for an additional premium of 200%

The options are subject to the total policy premium evidenced in the Declarations. The Optional Extended Reporting Period allows the named insured to report any claims first made against the insured and reported in writing to the Company during the selected period immediately following the cancellation or termination date, but only with respect to any act, error or omission that takes place on or after the retroactive date, provided that such application for this extension of reporting claims is made to the company in writing and payment of the additional premium is made within thirty (30) days following the cancellation or non-renewal date.

Purchase of the Option Extended Reporting Period will instantly replace the automatic extended reporting period.

Purchase of this Optional Extended Reporting Period shall not reinstate, increase or in anyway create any new Limits of Insurance, nor does it extend the policy period.

Once in effect, the Optional Extended Reporting Period may not be canceled and no return premiums will be made.

The insurance provided under the Optional Extended Reporting Period shall be excess over any valid and collectible insurance available to the insured, whether primary, excess, contingent, or any other basis where this policy begins or continues after this coverage option takes effect.

If the first Named Insured is placed in liquidation, bankruptcy, or ceases operations and the Named Insured or its designation trustee elects not to purchase the Optional Extended Reporting Period coverage upon termination of this policy, the Company will offer Optional Extended Reporting Period coverage to any insured covered under this policy provided that such application for this extension of reporting claims is made to the company in writing and payment of the additional premium is made within thirty (30) days following the cancellation or non-renewal date.

SECTION VI - DEFINITIONS

The following definitions shall apply:

1. "Auto" means
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits,

in the United States of America or in a settlement we agree to.

We make no representations concerning whether this policy complies with laws or requirements of foreign countries concerning insurance matters.

3. "Claim" or "claims" means a request or a demand received by you or the Company for money or services, including the institution of "suit" or arbitration proceedings against you, seeking damages.
4. "Employee" includes past and present employees, temporary and leased staff working on your behalf and under direct supervision of you, while providing "professional services", but only for your work.
5. "Executive officer" means a past or present person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. "Professional Services" means those functions performed for third parties and for a fee by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory or construction manager.
7. "Suit" means a civil proceeding in which damages because of any acts, errors or omissions to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
8. "Your product" means:
 - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You; and
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - c. "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - d. The providing of or failure to provide warning or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 04 03**
(Ed. 09-08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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 any 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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**1. Blanket Waiver**

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Premium:

The additional premium charge for this endorsement shall be 3 percent of the California Workers' Compensation premium otherwise due subject to a minimum premium of \$ 750 per policy.

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 **03-31-18** Policy No. **2EA5WC0000397-01**

Endorsement No. **001**

Insured **GLENN LUKOS ASSOCIATES INC**

Premium \$ **INCL.**

Insurance Company **AMERICAN FAMILY HOME INSURANCE COMPANY**

POLICY NUMBER: BA7976X38018

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
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A. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

COMMERCIAL AUTO

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

BUSINESS LICENSE

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

Business Name: GLENN LUKOS ASSOCIATES, INC.
Business Location: 29 ORCHARD
LAKE FOREST, CA 92630-8300
Owner Name(s): THIENAN PFEIFFER

GLENN LUKOS ASSOCIATES, INC.
29 ORCHARD
LAKE FOREST, CA 92630-8300

CITY OF LAKE ELSINORE

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

BUSINESS LICENSE NO. 023290
Business Type: CONSULTING SERVICES

Description: ENVIROMENTAL AND REGULATORY
CONSULTANT

Issue Date: 1/28/2019 **Expiration Date:** 1/31/2020

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE