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**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 28, 2010

SUBJECT: Multi-Year Consulting Services Agreement for preparation of Environmental Impact Report Lakeland Village Master Drainage Plan, Dudek (Consultant)

RECOMMENDED MOTION:

1. Approve the multi-year Consulting Services Agreement between the District and Consultant.
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Continued on Page 2.

FINANCIAL:

Sufficient funds are available in the District's Zone 3 budget for FY 2010-2011 and will be budgeted in Fiscal Years 2011-2012 and 2012-2013.

KEC:bjj

Warren D. Williams

WARREN D. WILLIAMS
General Manager-Chief Engineer

| | | | | |
|-----------------------|-----------------------------|-----------|-------------------------|----------------------|
| FINANCIAL DATA | Current F.Y. District Cost: | \$110,000 | In Current Year Budget: | YES |
| | Current F.Y. County Cost: | | Budget Adjustment: | NO |
| | Annual Net District Cost: | \$51,451 | For Fiscal Year: | 10-11, 11-12 & 12-13 |

| | | |
|---|---|--------------------------|
| SOURCE OF FUNDS: 25130 947440 525440 Zone 3 Misc. Professional Services | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*

Alex Gann

County Executive Office Signature

Policy Policy

Consent Consent

Dept't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 1st

Agenda Number:

11.4

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: *Dec 3 10*
Departmental Concurrence
FISCAL PROCEDURES APPROVED
BY: *Walter M. Chand* 9/17/2010
BY: *Walter M. Chand*

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Multi-Year Consulting Services Agreement for preparation of Environmental Impact Report
Lakeland Village Master Drainage Plan, Dudek (Consultant)

SUBMITTAL DATE: September 28, 2010

Page 2

BACKGROUND:

The Consulting Services Agreement sets forth the terms and conditions by which Consultant will provide environmental consulting services for the preparation of a legally adequate first tier Environmental Impact Report in compliance with the California Environmental Quality Act (CEQA) for the Lakeland Village MDP. Per the terms of a cooperative agreement between the District and the Redevelopment Agency for Riverside County, the Redevelopment Agency will reimburse the District not to exceed \$200,000 towards the development of the Lakeland Village Master Drainage Plan (BOS 9-4-07, Item 11.3).

County Counsel has approved this Consulting Services Agreement as to legal form.

KEC:blj

CONSULTING SERVICES AGREEMENT

Environmental Services

Lakeland Village Master Drainage Plan

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION

DISTRICT, hereinafter called "DISTRICT", and DUDEK, hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT - CONSULTANT shall provide environmental consulting services for the preparation of a legally adequate, first tier, Environmental Impact Report (EIR) for the Lakeland Village (MDP) Master Drainage Plan and as requested by DISTRICT as described in Attachment "A" attached hereto and made a part hereof, in accordance with applicable federal, state, and local laws and regulations.

2. SCOPE OF SERVICES - DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all technical and professional services including but not limited to expertise, labor, material, equipment, transportation, supervision, and other incidental services to fully and adequately perform and complete in a skillful and professional manner those consulting services set forth in Attachment "A", and CONSULTANT agrees to perform said services within the time limits specified herein.

By entering into this Agreement, CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; Chapter 7 of the Business and Professions Code, and shall be wholly responsible for the completeness and accuracy of all data, plans, specifications and estimates prepared pursuant to this Agreement, and shall check all such material accordingly.

3. TIME FOR PERFORMANCE - The term of this Agreement shall commence on the date it is executed and shall terminate at midnight on June 30, 2013. Prior to the

1 termination date of this Agreement, by mutual agreement of DISTRICT and
2 CONSULTANT, this Agreement may be renewed for an additional fiscal year.

3 4. COMPENSATION - DISTRICT shall pay CONSULTANT for services satisfactorily
4 performed and expenses incurred in accordance with the standard rates set forth on
5 Attachment "B" attached hereto and made a part hereof. The total amount paid to
6 CONSULTANT under this Agreement, or subsequent renewals, shall not exceed one
7 hundred sixty-one thousand four hundred and fifty one dollars (\$161,451).

8 5. PAYMENT - Upon satisfactory performance of CONSULTANT'S services as set forth
9 herein, DISTRICT shall pay CONSULTANT within thirty (30) days after DISTRICT'S
10 receipt of CONSULTANT'S appropriate monthly invoices. CONSULTANT shall keep
11 employee and expense records according to customary accounting methods and such
12 records shall be available for inspection by DISTRICT to verify the invoices of
13 CONSULTANT. All invoices shall itemize charges to conform with the portion(s) of
14 work and estimated costs as set forth in the CONSULTANT'S proposal and Attachment
15 "B".
16

17 6. LICENSES - CONSULTANT, its employees, agents, contractors and subcontractors
18 shall maintain professional licenses and permits required by the laws of the State of
19 California at all times while performing services under this Agreement.
20

21 7. SUBCONTRACTS - CONSULTANT shall perform the services described herein using
22 the resources customarily available within the firm. No other portion of the services
23 performed under this Agreement shall be subcontracted without prior written
24 authorization by DISTRICT.
25

26 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties
27 under this Agreement, CONSULTANT shall require its subcontractors to comply with
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1 all of the provisions of this Agreement in the same manner as required of
2 CONSULTANT.

- 3 8. PERMITS AND RIGHTS OF ENTRY - DISTRICT shall obtain all rights of entry as
4 may be required to allow CONSULTANT to perform the proposed consulting services
5 within and upon privately-owned property. All permits and rights of entry as may be
6 required from any and all affected public entities shall be obtained by CONSULTANT.
7 Sufficient evidence of having obtained such permits and/or rights of entry shall be
8 furnished to DISTRICT by CONSULTANT, prior to initiation of work.
9 CONSULTANT will prosecute the work in such a manner as to minimize public
10 inconvenience and possible hazard, and will restore the streets and other work areas to
11 their original condition and former usefulness as soon as practicable. CONSULTANT
12 shall be responsible for the protection of public and private property adjacent to the
13 work and shall exercise due caution to avoid damage to such property.

- 14 9. NOTICES - Any and all notices sent or required to be sent to the parties of this
15 Agreement will be mailed by first class mail, postage prepaid, to the following
16 addresses:
17

18 RIVERSIDE COUNTY FLOOD CONTROL
19 AND WATER CONSERVATION DISTRICT
20 1995 Market Street
21 Riverside, CA 92501
22 Attn: Planning Section

DUDEK
1650 Spruce Street, Suite 240
Riverside, CA 92507
Attn: Stephanie Standerfer

- 23 10. INSURANCE - Without limiting or diminishing CONSULTANT'S obligation to
24 indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or
25 cause to be maintained, at its sole cost and expense, the following insurance coverages
26 during the term of this Agreement:

27 A. Workers' Compensation:
28

1 If CONSULTANT has employees as defined by the State of California,
 2 CONSULTANT shall maintain statutory Workers' Compensation Insurance
 3 (Coverage A) as prescribed by the laws of the State of California. Policy shall
 4 include Employers' Liability (Coverage B) including Occupational Disease with
 5 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed
 6 to waive subrogation in favor of DISTRICT and, if applicable, to provide a
 7 Borrowed Servant/Alternate Employer Endorsement.

8 B. Commercial General Liability:

9 Commercial General Liability insurance coverage, including but not limited to,
 10 premises liability, unmodified contractual liability, products and completed
 11 operations liability, personal and advertising injury, and cross liability coverage,
 12 covering claims which may arise from or out of CONSULTANT'S performance
 13 of its obligations hereunder. Policy shall name the Riverside County Flood
 14 Control and Water Conservation District, the County of Riverside, its agencies,
 15 districts, special districts, and departments, their respective directors, officers,
 16 Board of Supervisors, employees, elected and appointed officials, agents or
 17 representatives as additional insureds. Policy's limit of liability shall not be less
 18 than \$1,000,000 per occurrence combined single limit. If such insurance contains
 19 a general aggregate limit, it shall apply separately to this Agreement or be no less
 20 than two (2) times the occurrence limit.
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23 C. Vehicle Liability:

24 If CONSULTANT'S vehicles or mobile equipment are used in the performance of
 25 the obligations under this Agreement, then CONSULTANT shall maintain
 26 liability insurance for all owned, non-owned or hired vehicles so used in an
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1 amount not less than \$1,000,000 per occurrence combined single limit. If such
2 insurance contains a general aggregate limit, it shall apply separately to this
3 Agreement or be no less than two (2) times the occurrence limit. Policy shall
4 name the Riverside County Flood Control and Water Conservation District, the
5 County of Riverside, its agencies, districts, special districts, and departments,
6 their respective directors, officers, Board of Supervisors, employees, elected or
7 appointed officials, agents or representatives as additional insureds.

8
9 D. Professional Liability:

10 CONSULTANT shall maintain Professional Liability Insurance providing
11 coverage for CONSULTANT'S performance of work included within this
12 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
13 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
14 Insurance is written on a claims made basis rather than an occurrence basis, such
15 insurance shall continue through the term of this Agreement and CONSULTANT
16 shall purchase at his sole expense either 1) an Extended Reporting Endorsement
17 (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer
18 with a retroactive date back to the date of, or prior to, the inception of this
19 Agreement; or 3) demonstrate through Certificates of Insurance that
20 CONSULTANT has maintained continuous coverage with the same or original
21 insurer. Coverage provided under items: 1), 2) or 3) will continue as long as the
22 law allows.
23

24
25 E. General Insurance Provisions – All Lines:

- 26 a. Any insurance carrier providing insurance coverage hereunder shall be
27 admitted to the State of California and have an A.M. BEST rating of not less
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1 than an A: VIII (A: 8) unless such requirements are waived, in writing, by
2 the County Risk Manager. If the County Risk Manager waives a
3 requirement for a particular insurer such waiver is only valid for that specific
4 insurer and only for one policy term.

5 b. CONSULTANT must declare its insurance self-insured retention for each
6 coverage required herein. If any such self-insured retention exceeds
7 \$500,000 per occurrence each such retention shall have the prior written
8 consent of the County Risk Manager before the commencement of
9 operations under this Agreement. Upon notification of self-insured retention
10 deemed unacceptable to the DISTRICT, and at the election of the County
11 Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate
12 such self-insured retention with respect to this Agreement with DISTRICT,
13 or 2) procure a bond which guarantees payment of losses and related
14 investigations, claims administration, and defense costs and expenses.

15 c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT
16 with 1) a properly executed original Certificate(s) of Insurance and certified
17 original copies of Endorsements effecting coverage as required herein; and
18 2) if requested to do so orally or in writing by the County Risk Manager,
19 provide original certified copies of policies including all Endorsements and
20 all attachments thereto, showing such insurance is in full force and effect.
21 Further, said Certificate(s) and policies of insurance shall contain the
22 covenant of the insurance carrier(s) that thirty (30) days written notice shall
23 be given to DISTRICT prior to any material modification, cancellation,
24 expiration or reduction in coverage of such insurance. In the event of a
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1 material modification, cancellation, expiration or reduction in coverage, this
2 Agreement shall terminate forthwith, unless DISTRICT receives, prior to
3 such effective date, another properly executed original Certificate of
4 Insurance and original copies of Endorsements or certified original policies,
5 including all endorsements and attachments thereto, evidencing coverages
6 set forth herein and the insurance required herein is in full force and effect.
7 CONSULTANT shall not commence operations until DISTRICT has been
8 furnished with original Certificate(s) of Insurance and certified original
9 copies of Endorsements and if requested, certified original policies of
10 insurance including all endorsements and any and all other attachments as
11 required in this Section. An individual authorized by the insurance carrier to
12 do so on its behalf shall sign the original endorsements for each policy and
13 the Certificate of Insurance.
14

- 15 d. It is understood and agreed by the parties hereto that CONSULTANT'S
16 insurance shall be construed as primary insurance, and DISTRICT'S
17 insurance and/or deductibles and/or self-insured retentions or self-insured
18 programs shall not be construed as contributory.
19
- 20 e. If, during the term of this Agreement or any extension thereof, there is a
21 material change in the scope of services or there is a material change in the
22 equipment to be used in the performance of the scope of work which will
23 add additional exposures (such as the use of aircraft, watercraft, cranes, etc.);
24 or the term of this Agreement, including any extensions thereof, exceeds five
25 (5) years, DISTRICT reserves the right to adjust the types of insurance
26 required under this Agreement and the monetary limits of liability for the
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1 insurance coverages currently required herein, if, in the County Risk
2 Manager's reasonable judgment, the amount or type of insurance carried by
3 CONSULTANT has become inadequate.

4 f. CONSULTANT shall pass down the insurance obligations contained herein
5 to all tiers of subcontractors working under this Agreement.

6 g. The insurance requirements contained in this Agreement may be met with a
7 program(s) of self-insurance acceptable to DISTRICT.

8 h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or
9 any incident or event that may give rise to a claim arising from the
10 performance of this Agreement.

11
12 11. INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless
13 DISTRICT (including its officers, Board of Supervisors, elected and appointed officials,
14 employees, agents and representatives) from any and all liability, claim, damage,
15 proceeding or action, present or future, based upon, arising out of or in any way relating
16 to CONSULTANT'S (including its officers, employees, subcontractors and agents)
17 actual or alleged negligent, reckless or willful misconduct, acts or omissions related to
18 this Agreement, performance under this Agreement, or failure to comply with the
19 requirements of this Agreement, including but not limited to: (a) property damage; (b)
20 bodily injury or death; or (c) any other element of any kind or nature whatsoever.

21
22 CONSULTANT shall defend, at its sole expense, including all costs and fees (including
23 but not limited to attorney fees, cost of investigation, defense and settlements or
24 awards), DISTRICT (its officers, Board of Supervisors, elected and appointed officials,
25 employees, agents and representatives) in any claim, proceeding or action for which
26 indemnification is required.
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1 With respect to any of CONSULTANT'S indemnification requirements,
2 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice
3 and shall have the right to adjust, settle, or compromise any such claim, proceeding or
4 action without the prior consent of DISTRICT; provided, however, that such
5 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
6 CONSULTANT'S indemnification obligations to DISTRICT.

7 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT
8 has provided to DISTRICT the appropriate form of dismissal (or similar document)
9 relieving DISTRICT from any liability for the claim, proceeding or action involved.

10 The specified insurance limits required in this Agreement shall in no way limit or
11 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT
12 from third party claims.

13 In the event there is conflict between this section and California Civil Code Section
14 2782, this section shall be interpreted to comply with Civil Code 2782. Such
15 interpretation shall not relieve CONSULTANT from indemnifying DISTRICT or the
16 County of Riverside to the fullest extent allowed by law.

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19 12. WORK PRODUCT - CONSULTANT shall provide DISTRICT all data, materials,
20 drawings, logs, analysis and report(s) as set forth in CONSULTANT'S proposal and
21 Attachment "A". All work products or deliverables furnished under this agreement
22 shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish
23 or transfer any material produced or resulting from activities supported by this
24 Agreement without the written consent of the General Manager-Chief Engineer. If any
25 such material is subject to copyright or trademark, the parties agree that the right to any
26 and all copyright and/or trademark in and to the material is expressly reserved to
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1 DISTRICT. If any such material is copyrighted, the parties hereto understand and agree
2 that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to
3 reproduce, publish, and use such material, in whole or in part, and to authorize others to
4 do so, provided written credit is given the author.

- 5 13. CONFIDENTIALITY OF DATA – All financial, statistical, personal, technical or other
6 data and information made available to CONSULTANT shall not be disclosed (in
7 whole or in part) by CONSULTANT to any third parties and shall be protected by
8 CONSULTANT from unauthorized use and disclosure. The only exception to this shall
9 be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is
10 made to CONSULTANT'S subcontractors as anticipated by this Agreement.

11
12 CONSULTANT shall not issue any news release or public relations item regarding such
13 confidential information or CONSULTANT'S work under this Agreement, without
14 prior review of the contents and written approval by DISTRICT.

15 These same requirements shall be applicable to any of CONSULTANT'S
16 subcontractors. CONSULTANT shall include the requirements stated in this section in
17 the agreement with any of its subcontractors.
18

- 19 14. TERMINATION - At any time during the term of this Agreement, DISTRICT may:
20 A. Terminate this Agreement without cause upon providing CONSULTANT thirty
21 (30) days written notice stating the extent and effective date of termination; or
22 B. Upon five (5) days written notice, terminate this Agreement for CONSULTANT
23 default, if CONSULTANT refuses or fails to comply with the provisions of this
24 Agreement or fails to make progress so as to endanger performance and does not
25 cure such failure within a reasonable period of time. In the event of such
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1 termination, the DISTRICT may proceed with the work in a manner deemed proper
2 to DISTRICT.

3 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i)
4 stop all work under this Agreement on the date specified in the Notice of
5 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the
6 extent, if any, as directed by DISTRICT, any equipment, data or reports which, if
7 the Agreement had been completed, would have been required to be furnished to
8 DISTRICT.

9
10 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment
11 for all services performed in accordance with this Agreement to the date of
12 termination, a total amount which bears the same ratio to the total maximum
13 fee otherwise payable under this Agreement as the services actually bear to the
14 total services necessary for performance of this Agreement. Notwithstanding any
15 of the other provision of this Agreement, CONSULTANT'S rights under this
16 Agreement shall terminate (except for fees accrued prior to the date of termination)
17 upon dishonesty, or a willful or material breach of this Agreement by
18 CONSULTANT; or in the event of CONSULTANT'S unwillingness or inability
19 for any reason whatsoever to perform the duties hereunder; or if the Agreement is
20 terminated pursuant to Section 21 (NON-DISCRIMINATION). In such event,
21 CONSULTANT shall not be entitled to any further compensation under this
22 Agreement. The rights and remedies of DISTRICT provided in this section shall
23 not be exclusive and are in addition to any other rights and remedies provided by
24 law or under this Agreement.
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- 1 15. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by
2 CONSULTANT without the prior written consent of DISTRICT.
- 3 16. CONFLICT OF INTEREST – CONSULTANT covenants that it presently has no
4 interest, including but not limited to, other projects or independent contracts, and shall
5 not acquire any such interest, direct or indirect, which would conflict in any manner or
6 degree with the performance of services required to be performed under this
7 Agreement. CONSULTANT further covenants that in the performance of this
8 Agreement, no person having any such interest shall be employed or retained by it
9 under this Agreement.
- 10 17. [THIS SECTION INTENTIONALLY LEFT BLANK]
- 11 18. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees of
12 CONSULTANT shall act at all times in an independent capacity during the term of this
13 Agreement and in the performance of the services to be rendered hereunder and shall
14 not act as or shall not be and shall not in any manner be considered employees or agents
15 of DISTRICT.
- 16 19. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
17 accordance with the laws of the State of California. If any provision of this Agreement
18 is held by a court of competent jurisdiction to be invalid, void or unenforceable, the
19 remaining provisions shall be declared severable and shall be given full force and effect
20 to the extent possible.
21 Any legal action, in law or equity related to the performance or interpretation of this
22 Agreement shall be filed only in the Superior Court for the State of California located in
23 Riverside, California, and the parties waive any provision of law providing for a change
24 of venue to another location. Prior to the filing of any legal action, the parties shall be
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obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

20. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.

21. NON-DISCRIMINATION - In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

22. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 4 (COMPENSATION).

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

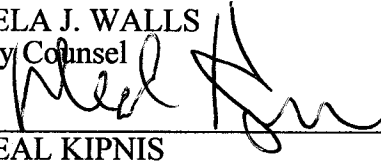
**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

RECOMMENDED FOR APPROVAL:

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel
By 
NEAL KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

Consulting Services Agreement, Dudek
Lakeland Village MDP
8/16/10
KEC:blj

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DUDEK

By June Collins for
FRANK DUDEK 9/3/10
President and Chief Executive Officer

**Dudek
June Collins
Vice President**

Consulting Services Agreement
Lakeland Village MDP
8/16/10
KEC:blj

K. TECHNICAL APPROACH AND METHODOLOGY – REVISED MAY 17, 2010

Based on negotiations between Dudek and the District on April 29, 2010, the original scope outlined in this section in our original proposal is being modified.

The creation of the Lakeland Village MDP is an important step in controlling flooding and protecting the properties in the project area. Dudek understands that the MDP will not necessarily be built by the District. Developers, who are conditioned to put in the infrastructure necessary to support their projects, will most likely construct the MDP facilities. Because the MDP is a conceptual planning document, actual construction of the MDP facilities will most likely take place over the next 20 to 30 years. Because the MDP facilities will not have final engineering at the time the EIR is being completed, the analysis used in the EIR will be based on the estimated locations and sizes of the facilities. Given all of these project characteristics, the District has made an appropriate decision to prepare a "first tier" or programmatic-level EIR for the MDP facilities.

Tasked with preparing a legally adequate first tier EIR for the MDP in accordance with the provisions of the CEQA (Section 15000 et seq. of the State CEQA Guidelines), Dudek proposes to create a PEIR to be used by the District, as the lead agency, to comply with CEQA.

A first tier EIR can be any number of types of EIRs, including a PEIR, general plan EIR, or master EIR. Each acts in the same manner, to create a document to cover broader planning actions, where future site-specific analysis may be considered at a later date as detailed projects are formulated. While a lead agency must discuss in appropriate detail any reasonably foreseeable significant environmental impacts, the level of detail of the first tier document only needs to correspond to the level of detail of the program or plan being proposed. Pursuant to CEQA case law, a reasonably foreseeable significant environmental impact evaluated in a first tier document is one where the lead agency has sufficient reliable data and information in order to prepare meaningful and reasoned analysis on that potential impact.

Utilizing a PEIR in such a manner helps avoid the use of multiple EIRs in the future, while also simplifying later environmental review for activities that fall within the program. Further, so long as the future activity considered falls within the scope of the program evaluated in the PEIR, the second tiered document will benefit from the substantial evidence standard and not the fair argument standard regarding whether or not a later EIR is required.

As a result of discussions on April 29, 2010 between the District and Dudek regarding the scope of this EIR, it was decided that an additional task would be added to the scope originally proposed by Dudek during the RFP process. It was decided that Dudek would add a "Task 0", which would occur prior to Task 1, as originally proposed. Dudek's responsibilities for this specific contract will include, but will not necessarily be limited to the following:

TECHNICAL APPROACH AND METHODOLOGY

TASK 0. Internal Project Scoping/Environmental Constraints Analysis

The purpose of this task will be for the District to include Dudek in its decision making process of choosing a preferred alternative for the Lakeland Village MDP.

First Internal Scoping Meeting

The first part of this task will be an internal scoping meeting where the District will brief the Dudek team of its potential alignments for the various alternatives being considered. It is assumed for this meeting that the District will provide all the maps and data needed to orient Dudek to the project, and provide Dudek with this information (hard copy and electronic) to be used in our analysis. This first internal meeting is assumed to take no more than 3 hours.

Environmental Constraints Analysis

After the internal scoping meeting, Dudek will analyze and prepare an environmental constraints analysis focusing only on the biological, cultural and geotechnical resources potentially occurring in the area of the alternatives (assumes no more than 5) that could affect the siting of the preferred alternative. Dudek's analysis will be limited to windshield surveys in order to assess the general conditions of the project alignments. No focused or detailed field work will be completed under this task.

Dudek biologists will perform a search and review of applicable data sources (e.g., California Natural Diversity Database, Western Riverside County MSHCP, USFWS, and U.S. Geologic Service soils maps) for the MDP program area, focusing on areas of the five project alternatives. Dudek will then perform a field reconnaissance visit of the program area to evaluate existing conditions and potential biological resources affected, conducting habitat assessments where feasible, in order to develop a list of special-status species and habitats that might be affected by the project. Additionally, Dudek will also perform a preliminary wetland delineation to assist the District for planning purposes. This wetland delineation will only be limited to identifying based on field observations resources that could potentially require regulatory permitting, and does not include specific testing or field work.

Dudek archaeologists will determine the potential for archaeological resources within the proposed five alternative areas and assess the likely extent to which integrity of the substrate/soil has been compromised by modern development. This will be undertaken with the following tasks:

- Conduct a records search of the California Historical Resources Information System, at the Eastern Information Center, University of California, Riverside, to determine the location and contents of any prehistoric sites within or adjacent to the project area, and previously completed archaeological investigations.
- Request a search of the California Native American Heritage Commission's (NAHC) Sacred Land File. The NAHC will provide a list of any properties that are recognized by contemporary Native Californians in the project vicinity as having important heritage values.

TECHNICAL APPROACH AND METHODOLOGY

The results of these data searches will provide a distribution of any recorded archaeological sites and heritage resource areas located within the five alternative alignment areas.

The environmental constraints analysis will also include a general evaluation of the geologic characteristics of the project area. To help the District evaluate the preferred alternative alignments for the Lakeland Village MDP, Leighton will conduct a review of the overall geologic setting, geologic hazards, groundwater conditions and any potential grading challenges known in the area. This information will allow the District to be aware of any unique or challenging geologic conditions that may affect siting and design of the MDP facilities.

The results of the environmental constraints analysis will be presented in a memo format to the District for consideration.

Second Internal Scoping Meeting

After the District has reviewed and considered the environmental constraints analysis, Dudek and District will meet one more time to discuss the options for the preferred alternative. This second internal scoping meeting will be used for Dudek to discuss or clarify any of its findings.

After this meeting, the District will then confer and decide upon the preferred alternative and direct Dudek as to which alternative will be the subject of the EIR analysis.

Deliverables:

1. 1st Internal meeting minutes.
2. Environmental Constraints Analysis Memo
3. 2nd Internal meeting minutes.

TASK 1. EIR Kick-Off Meeting

After the District has reviewed and considered the environmental constraints analysis prepared under Task 0 discussed above, the District will notify Dudek of the preferred alternative for the project. Upon this determination, Dudek and the District will hold an internal EIR Kick Off Meeting on the preferred alternative.

Dudek will help organize and participate in a project kick-off meeting to initiate the process for preparation of the MDP CEQA document. The purpose of the kick off meeting will be to discuss the preferred alternative, any remaining data needs required to complete a thorough environmental impact analysis, coordination of project mailing lists for noticing purposes, and overall EIR schedule.

Dudek views this task as a key component of the work program and as important in effectively initiating and maintaining momentum on the project. At the District's direction, Dudek will meet during this portion of the work effort both internally, and with the District and the project team, to accomplish the following objectives:

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- Ensure that team members have a common understanding of the project, including project description and the overall approach to the PEIR
- Review environmental issues as identified in any applicable studies prepared thus far
- Establish protocols for communication and data transfer throughout the work effort, recognizing that working with a common data exchange procedure will contribute substantially to project efficiency
- Work collaboratively to discuss potential project pitfalls and issues and identify upfront strategies to address those issues
- Develop a common schedule for the work effort with identified short-term and long-term milestones.

One of the key assumptions to the project scope and estimate included herein is that once the PEIR process is started, the project description does not significantly change. Modifications to the project description throughout the EIR process can cause schedule and budget impacts.

Deliverables:

1. EIR kick-off meeting minutes.

TASK 2. Initial Public Scoping

Pursuant to State CEQA Guidelines, Section 15082(C)(1), a public scoping meeting is required by a lead agency for any projects that are deemed to be of statewide, regional, or area-wide significance. Dudek finds that early consultations with various agencies and members of the public aid in the identification and focusing of potential environmental impacts, feasible mitigation measures, and project alternatives. Moreover, such scoping meetings can help resolve disputes and disagreements early in the EIR process as opposed to after the document has already been completed and out for public review.

Dudek will coordinate a pre-scoping meeting "briefing session" with the resource agencies to summarize the approach being undertaken by the District and to solicit early input from the regulatory agencies (e.g., ACOE, USFWS, CDFG, and Regional Water Quality Control Board). Since the MDP project is programmatic, it will be critical to explain the programmatic approach to EIR analysis to the agencies ahead of time. A clear understanding of the project characteristics and limitations in analysis will be important for the regulating agencies to know up front.

Once the agencies have been briefed, Dudek will support the District staff in conducting an initial public scoping meeting. The meeting shall be conducted at the District's offices or at an alternative location within the MDP study area, at the discretion of the District. Dudek will prepare meeting minutes after the scoping meeting to include listing the names of the attendees, identifying which agencies or individuals provided comments, and summarizing the issues raised by each commenter regarding the PEIR. Much like the education of the agencies, it is also important to explain the project and the process to the public, especially those affected by the proposed project. Explaining the project details and type of

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analysis to be contained in the PEIR will be an important aspect of the public scoping meeting.

Deliverables:

1. Participation in planning, organizing, and discussions at one public scoping meeting. Provide meeting minutes listing the names of the attendees, identifying which individuals provided comments, and summarizing the PEIR issues of concern.
2. Attendance at one pre-scoping briefing session with regulatory agency staff to receive input on issues to be addressed in the Draft PEIR and provide minutes of the meeting.

TASK 3. Initial Study/Notice of Preparation

Dudek will prepare an IS in accordance with the requirements of the State CEQA Guidelines. Dudek will provide the District with a screencheck IS. The IS will include reasons supporting each checklist answer, and applicable references and exhibits as necessary. The IS will include a detailed explanation of environmental responses, a complete project description, and an environmental determination. The IS/Notice of Preparation (NOP) will be provided to the District for one round of review.

This task also includes preparation of a detailed project description that will form the basis of the environmental analysis. In consultation with the District, Dudek will help prepare the project description to be used in the environmental document. The IS will identify potential impacts from both construction and operation of the project. However, since the exact location or timing of improvements will not be known at the time of the environmental analysis, there may be the need for the District to provide assumptions related to construction and operations in support of the environmental document.

Dudek plans to utilize the IS as a tool to streamline the PEIR as much as possible. There may be issue areas or certain thresholds that can found to be less than significant without further study, and therefore not needed to be analyzed in the PEIR. This approach will focus the PEIR on the most germane issues of the project.

Based on our understanding of the project, Dudek anticipates that the following impact categories could likely be found to be less than significant within the IS:

- Agricultural resources
- Mineral resources
- Population/housing
- Public services
- Recreation
- Traffic.

The advantage of evaluating and "eliminating" some of the issue areas at the IS level is to streamline the PEIR analysis and communicate to the public areas that the project is not expected to significantly affect. If in the future there are alignments or changes to the project that appear to generate impacts to issue

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areas found less than significant in the IS, or if upon review of the project-level details it appears potential impacts may exist, the District would be required to evaluate those issues and determine if additional analysis is required. Regardless, the analysis should only be required to focus on environmental effects not adequately considered in the PEIR.

Upon District approval of the final IS/NOP, Dudek will distribute a copy of the IS/NOP to the appropriate state agencies through the State Clearinghouse, pursuant to CEQA Guidelines Section 15082, as well as to any other responsible agencies and interested parties, as determined by the District. The District will provide a digital mailing list for recipients of the IS/NOP. Dudek will utilize this mailing list into a master mailing list for all public noticing purposes for the PEIR. The mailing of the NOP will start the mandatory 30-day NOP review period.

Deliverables:

1. Draft and Revised Draft IS/NOP for project team review.
2. Mailing of the Final IS/NOP by certified mail, return receipt, using the mailing list provided by the District (estimated at 15-20 mailings).

TASK 4. NOP/Scope Screencheck PEIR Comments

At the conclusion of the NOP 30-day review period and after receipt of all comments from the State Clearinghouse, Dudek will prepare a memorandum that documents the agencies, firms, and individuals who submitted comments on the IS and NOP for submittal to the District. It will be important for the issues raised during the NOP public review period to be addressed in some manner in the Draft PEIR.

Deliverables:

1. Memorandum summarizing comments received on the NOP.
2. Attendance at one project team meeting.

TASK 5. Administrative Draft PEIR

We understand that the District currently has five alternatives to the MDP. Based on our understanding, the PEIR will be based upon one alternative, as the proposed project. The remaining alternatives will be evaluated in the Alternatives section of the PEIR, but those will not be evaluated to the same degree as the project alternative.

The PEIR will include a programmatic-level evaluation of the preferred MDP identified by the District. Based on the analysis contained within the IS, as well as the programmatic-level analysis we will conduct, the PEIR will analyze only those issues found to be potentially significant. Issue areas found to be less than significant or not significant will be listed in the Effects Found Not Significant section of the PEIR.

The basis for the PEIR analysis will be the information provided by the District. We understand that the MDP is a conceptual planning document for facilities that have not been officially sited, and for which the timing of construction is expected to take place over the next 20 to 30 years. Our approach to the PEIR analysis will be to prepare as much background and reconnaissance-level analysis on the

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proposed project alignments as possible. Since this is a first tier or programmatic-level EIR, preparing full-blown technical reports and analysis is not warranted at this time. Instead, Dudek will prepare a methodology for future analyses in the PEIR, which can be used and followed over time as MDP facilities are built out.

The following is general outline and brief description of the Draft PEIR:

Executive Summary

The Draft PEIR will include an executive summary, which will summarize the proposed project, explain the function of the EIR as a programmatic-level document, include a matrix of the mitigation measures, and summarize any significant impacts that cannot be mitigated to levels less than significant. Using the IS as the basis for the outline of the issue areas to be addressed in the PEIR, the Draft PEIR will likely focus on the following impact categories.

Each environmental impact section of the Draft PEIR will contain the following: introduction, existing conditions/environmental setting, related regulations (including relevant plans and policies), significance threshold criteria (using agreed-upon significance thresholds), potential environmental impacts (construction and operational) related to each significance threshold criterion, recommended mitigation measures, detailed discussion of the level of significance after mitigation, and cumulative impacts.

Aesthetics

Significant impacts to aesthetics and visual quality are not anticipated given the type of site-specific projects envisioned as part of the MDP. However, according to the California Scenic Highway Mapping System, State Route 74, while not officially designated, is an Eligible State Scenic Highway from I-15, west to Orange County. Therefore, sensitivity to visual impacts and impacts to the viewshed are anticipated to be high.

Dudek will assess the overall MDP's potential effects on the existing environment, including impacts to sensitive views and the community character as a whole with as much detail as can be provided given the programmatic nature of the MDP. Depending on the location of project features and level of concern generated from the public during the public scoping meeting, a visual analysis may be needed, especially related to the detention and debris basins. If a visual quality technical report becomes desired at a later date, Dudek can provide an additional scope/cost estimate for this work. This scope of work has been included as an optional task in our updated cost estimate. This optional task would create photographic simulations of the proposed debris and water quality basins. The 3d simulations will include existing site photographs as backgrounds and true scale 3d models for the proposed facilities rendered into the background photos. The renderings will also include proposed landscaping if required.

This scope is based on the nine (9) debris basins and three (3) water quality basins as reflected by Alternatives 4 and 5 of the "Lakeland Village Master Drainage Plan" provided in the RFP. Dudek will provide two simulations for each basin modeled. For additional basins above the twelve (12) basins assumed in our scope, there will be an additional cost.

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It is assumed that AutoCAD drawings will be submitted to Dudek for these facilities and that no more than two site visits are needed in order to prepare the background photos. The AutoCAD drawings shall include existing topography and proposed grading plans. Contours in these drawings must be at their true z elevation.

Air Quality/Climate Change

The air quality section of the PEIR will include a discussion of the existing air quality conditions in the South Coast Air Basin and the project area and the applicable regulatory programs at the federal, state, and local levels for criteria pollutants. It will also include a description of global climate change, summarizing the scientific fundamentals of greenhouse gas (GHG) emission inventories at the global, national, state, and local levels. The key international, federal, state, and local regulatory actions for GHG emissions will be summarized for the regulatory setting for this topic with the primary focus on California's regulatory efforts.

Dudek will estimate the construction and operational emissions to the extent information (e.g., construction equipment, workforce, and schedule) is available from the District for each alternative. To estimate the maximum daily construction emissions from the proposed project, Dudek will use industry-standard emission estimation tools, such as URBEMIS2007, OFFROAD2007, or EMFAC2007 models. Using these emission estimates, we will assess the potential air quality impacts relative to South Coast Air Quality Management District (SCAQMD) emission-based significance thresholds. In addition to the emission estimates and comparison to these significance thresholds, the SCAQMD also recommends that a project's construction emissions be assessed with respect to the SCAQMD's "localized significance thresholds" (LSTs).

The SCAQMD's LST methodology provides an exemption for "regional plans," such as general plans. While the MDP is not a wide-reaching regional plan, because of its programmatic nature, detailed analyses of impacts cannot be performed at this time. Nonetheless, mitigation measures to minimize impacts of future projects under the MDP to sensitive receptors will be evaluated and identified. The operational emissions are expected to be minor, reflecting periodic vehicle trips and equipment use to maintain the drainage facilities.

Due to the federal (ACOE) permit needed for future work under the MDP, Dudek will conceptually address the federal general conformity requirements, which apply to federal agencies that would issue a permit, fund, or otherwise approve a project. It is expected that the estimated construction emissions associated with a proposed project would not exceed the "de minimis" thresholds, and the project would not be subject to the conformity requirements. Accordingly, the air quality section would provide a brief overview of the conformity requirements, an estimate of the annual construction emissions based on available information and schedules, and a comparison of those emissions with the de minimis thresholds.

The air quality section would also include an assessment of the proposed project's estimated GHG emissions from construction equipment and vehicles and assess the potential contribution to global climate change. The analysis will be based on evolving approaches for other projects in California, taking into consideration existing conditions and including quantification of GHG emissions associated with

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project development. It should be noted that the SCAQMD has been developing guidelines for assessing such impacts, which are expected to be adopted this year. Adoption of these guidelines may change the final approach taken in the PEIR.

Biological Resources

As stated above under Task 0, as part of the environmental constraints analysis, Dudek biologists will perform a detailed search and review of all applicable data sources (e.g., California Natural Diversity Database, Western Riverside County MSHCP, USFWS, and U.S. Geologic Service soils maps) for the MDP program area, focusing on areas of potential future project development based upon the proposed project. Dudek will then perform a field reconnaissance visit of the program area to evaluate existing conditions and potential biological resources affected, conducting habitat assessments where feasible, in order to develop a list of special-status species and habitats that might be affected by the project. Additionally, Dudek will perform a preliminary wetland delineation to assist the District for planning purposes. Dudek will incorporate these findings into the PEIR, as well as creating strategies and mitigation measures for conducting subsequent surveys if needed for future drainage projects.

In addition to evaluating the potential biological impacts of the MDP facilities, the District will also be required to demonstrate consistency with the Western Riverside County MSHCP. As the authors of the MSHCP, and current extension of staff to the RCA, Dudek understands the MSHCP and its requirements. For this project, and given its programmatic nature, we propose to provide the District with an analysis of potential impacts related to Section 6.1.2 (riverine/riparian/vernal pool/fairy shrimp), Section 6.1.3 (plant surveys), Section 6.3.2 (additional species surveys) that may be applicable and Section 6.1.4 (Urban Wildlands Interface). From there, Dudek will provide a framework of potential issues that may occur for MDP facilities, and provide programmatic guidelines of how to achieve MSHCP consistency in the future. Our approach will enable the District to make its MSHCP findings along with its CEQA findings when the PEIR is certified.

Should it be determined that a Joint Project Review (JPR) is needed for the project, Dudek will prepare an MSHCP Consistency Determination report that can be submitted by the District to the Regional Conservation Authority for the JPR. It is assumed that the District will be responsible for the submittal and coordination of the JPR itself.

Cultural Resources

The analysis utilized in the environmental constraints analysis prepared under Task 0 will also be utilized in the preparation of the PEIR. The proposed project area is located within the Lake Elsinore watershed, and includes drainages that would have represented desirable contexts for prehistoric occupation. It is reasonable to assume that urban development has affected the integrity or intactness of soils within many proposed Lakeland Village MDP infrastructure improvements, minimizing the potential for significant archaeological resources to exist.

The results of these data searches reported earlier in the environmental constraints analysis prepared under Task 0 will provide a distribution of any recorded archaeological sites and heritage resource areas located within the preferred

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alternative alignments. Dudek will then complete the following as part of the PEIR project impact analysis for only the preferred alternative:

- Use the records search and NAHC Sacred Lands File results to determine the potential significance of known cultural resources, including the extent to which they have been previously disturbed and their resulting integrity and potential to fulfill significance criteria defined in CEQA Guidelines Section 15064.5.
- Determine the potential for alternative project site areas to contain unknown but potentially significant cultural resources, based on the distribution of recorded archaeological sites and areas where archaeological investigations have had negative results.
- Assess the likelihood that proposed alternative site improvements would impact the following: (a) recorded significant archaeological resources; (b) recorded, potentially significant archaeological resources; (c) unknown, potentially significant resources within areas that have not been previously investigated but are considered locations where such resources may be located; (d) archaeological sites that have been destroyed by previous development; and (e) areas that have been previously investigated and no archaeological resources were identified.

In the event that potentially significant impacts on cultural resources are identified, programmatic-level development standards will be proposed as PEIR mitigation measures. The measures would emphasize achieving project objectives while minimizing archaeological site disturbances. They would be characterized at two levels: general programmatic guidelines for pursuing specific discreet projects for the preferred MDP .

Examples of such programmatic guidelines could include the following: (a) initial infrastructure project screening for archaeological sensitivity; (b) evaluation of design components to reduce potential impacts, costs, and timing; (c) excavations to identify the horizontal and vertical extent of archaeological deposits; (d) construction monitoring; and (e) Native American consultation.

Appropriate timing and process for implementing each mitigation measure/programmatic guideline will be identified to fulfill the components of the PEIR mitigation monitoring and reporting plan, as necessary.

According to the Riverside County Land Conservation System, the majority of the proposed MDP area is identified as having a low potential for paleontological resources. This characteristic will be explained, as will the resulting reduced potential for impacts on paleontological resources.

Geology/Soils

Dudek has included the Leighton Consulting, Inc. (Leighton) on our project team to prepare the geotechnical constraints and opportunities section of the PEIR. Leighton's scope of work for the environmental constraints analysis will be the basis for the information utilized in the preparation of the PEIR. Leighton's scope will begin with the acquisition of existing background information. This information can include geologic maps and reports, including fault maps, geologic hazard maps,

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topographic maps (old and new), historical aerial photographs, and any existing geotechnical reports that the District has in its possession.

A preliminary evaluation of the MDP program area did not locate any Alquist-Priolo faults within the boundaries of the MDP, but there do appear to be identified faults located both northwest and southeast of Lake Elsinore, in close proximity to the MDP. Additionally, the MDP does not appear to be in a high-liquefaction area or susceptible to subsidence, aside from the area located directly along Lake Elsinore's boundary. The MDP does appear to be located within an area of high susceptibility to seismically induced landslides and rockfalls.

The data obtained will be compiled and analyzed, particularly with respect to potential geotechnical constraints. Potential constraints could include high groundwater, liquefiable soils, faulting and seismicity, and compressible and expansive soils. Leighton will help formulate the required analysis pursuant to CEQA and any mitigation measures given the type of future development proposed as part of the overall MDP.

Hazards and Hazardous Materials

The PEIR will include a hazards technical study, which will assist in addressing the questions on the CEQA checklist as well as Government Code Section 65962.5 relating to hazardous materials. The hazards technical study will summarize the findings of a computerized database search of federal, state, and local regulatory agency records. This database search will flag sites within the project area that currently have or previously had hazardous materials contamination or sites that used hazardous materials. Historical aerial photographs will be reviewed as part of Dudek's scope of services. The aerial photos will be used to identify past land use, such as farming, and consequently the use of pesticides/herbicides, that would have environmental impacts on the subject property.

Online databases and hard copies of records maintained by local environmental agencies will also be reviewed, if available. Potential sites of concern and their potential impact to the project area will be identified. This program-level evaluation will identify sites with potential environmental concerns within the study area, which may require future consideration as MDP facilities are sited near them. Dudek will provide programmatic guidelines in the PEIR of how to address any potential hazardous sites in proximity to the MDP project.

While the MDP program area appears to be located within a high fire hazard zone, it is anticipated that given the types of development involved with the MDP program, impacts regarding fire risk will be less than significant.

Hydrology/Drainage/Water Quality

According to Addendum No. 1 of the RFP, the District will complete the necessary hydrology studies internally, and Dudek will appropriately incorporate this material into the PEIR. Dudek will utilize our in-house experts in hydrology and water quality to address any outstanding issues and/or support the District engineering as so desired. Additional information may include items such as potential water quality impacts to downstream waters, impacts to existing stormwater facilities, or the need for appropriate mitigation measures, including best management practices for construction and post-construction conditions.

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Noise

A project-specific technical report for noise is not anticipated to be required for the PEIR. The noise section of the PEIR will focus more on an overall discussion of the existing environment encompassed within the plan. The MDP will be evaluated in light of the County of Riverside's Noise Ordinance, and it will include typical mitigation measures and controls that would be anticipated as part of any specific projects that would fall within the MDP. Such measures may include, but not limited to, specified construction operating hours and days of allowed construction.

Utilities

This section of the PEIR will entail a description of existing utilities and an assessment of the overall MDP's potential impact on existing/mandated service levels. Services would first be analyzed in the IS and would include wastewater treatment and transmission facilities, water treatment and supplies, storm drain systems, and capacity availability at local and regional solid waste/recycling facilities. Dudek anticipates that a number of these specific issues can be disposed of within the IS.

Other CEQA-Mandated PEIR Sections

In accordance with State CEQA Guidelines, the PEIR will contain a discussion of the irreversible environmental changes that will result from the proposed project, unavoidable significant impacts, and those effects found not to be significant.

Alternatives. The PEIR will address project alternatives, including a no project alternative, which could feasibly attain the basic objectives of the proposed project. Determination of specific alternatives will be made in coordination with District staff and project team. The focus of the alternatives discussion will be those project alternatives that reduce or avoid any identified significant environmental impacts, in accordance with the requirements of CEQA. The alternatives discussion will include a comparative analysis of the various project alternatives in relation to the proposed project.

Growth Inducement. The growth inducement discussion will assess the potential of the proposed project to induce economic or population growth. The PEIR will also discuss compliance with regional and local growth management policies and growth forecast assumptions.

Cumulative Impact Analysis. Cumulative impacts will be addressed within each subsection of the PEIR. The cumulative analysis will address, where applicable, cumulative growth forecasting methodology and cumulative impact analysis methodology. The cumulative analysis will be based on a list and description of closely related past, present, and reasonably foreseeable future projects within the project vicinity that would have the ability to contribute to cumulative effects in any of the environmental issue areas discussed in the PEIR. The cumulative study area for each issue area will be identified within that particular section. The discussion will include an assessment of the proposed project's ability to compound or increase adverse environmental impacts when added to cumulative projects.

References, Persons, and Agencies Contacted, and PEIR Preparation. The PEIR will contain a list of all references, persons, and agencies contacted during

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preparation of the PEIR. In addition, the PEIR will list all persons involved in the preparation of the document and their titles and roles.

Appendices. The appendices shall include the IS, a copy of the NOP, comment letters in response to the NOP, technical studies deemed appropriate, and any other pertinent information that may benefit the public in review of the PEIR.

Per the RFP, the Administrative Draft PEIR will undergo up to three separate reviews to establish a final Draft PEIR that is acceptable to the District. Upon receipt of comments on each administrative draft, Dudek will produce the Draft PEIR with track changes and submit it to the District for a final review prior to printing for public review.

Deliverables:

1. Four (4) copies of the first Administrative Draft PEIR for team review including the document on a CD.
2. Four (4) copies of the second Administrative Draft PEIR for team review, including the document on a CD.
3. Four (4) copies of the third Administrative Draft PEIR for team review prior to printing of the Draft PEIR for public review, including the document on a CD.

TASK 6. Draft PEIR

Upon approval of the final Administrative Draft PEIR by the District, Dudek will print and distribute copies of the Draft PEIR for public review. Distribution will include the County Clerk, State Clearinghouse and other agencies, firms, and individuals who received the NOP, as well as those who attended the scoping meeting, provided comments on the NOP, or who requested the PEIR from the District.

Dudek will prepare a Notice of Completion (NOC) to be filed by the District, County Clerk, and the State Clearinghouse. Newspaper notices regarding the availability of the Draft PEIR for public review and the start of the 45-day review period will be the responsibility of the District.

Dudek will also provide the Draft PEIR electronically in PDF format for upload to District website. Further, email comments received during the public review period on the Draft PEIR will also be included in the Response to Comments section in the Final PEIR.

Deliverables:

1. Production/printing of copies of the Draft PEIR and single volume technical appendices (three loose, unbound copies of each) and one electronic .pdf file.
2. Mailing of the Draft PEIR copies by certified mail, return receipt or equivalent.

TASK 7. Response to Comments on Draft PEIR

Dudek will compile all comments that the District receives on the Draft PEIR during the public review period, both in writing and via email, and will assess them to develop an appropriate response strategy. It is assumed for this task that the District provide all the comments to Dudek. This response strategy will be compiled into a memorandum that will be provided to the District for consideration and discussion.

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Upon receipt of District comments on the Response to Comments document, Dudek will then finalize the Response to Comments and ultimately incorporate the comments into the Final PEIR. For purposes of cost estimation, it is assumed that Dudek will respond to up to twenty (20) individual comments on the Draft PEIR (note that a single comment letter may contain multiple comments). If more than 20 comments are received, Dudek will provide responses to these for a flat fee of \$400 per additional comment.

The Response to Comment memorandum will also include Draft Findings and any Statements of Overriding Considerations that might be needed for impacts that cannot be reduced to less-than-significant levels.

Dudek plans to utilize Mr. Gettis for the preparation of the Draft Findings and Statements of Overriding Considerations. As a CEQA attorney, having Mr. Gettis prepare the Draft Findings and Statements of Overriding Considerations will reduce the amount of legal review and preparation required on the District's behalf. The Findings also provide an excellent vehicle to further test the Draft PEIR analysis and make any final non-substantive changes to the final document.

Deliverables

1. Initial memorandum compiling comments received on the Draft PEIR during public review and recommending a response strategy.
2. Response to Comments documentation.
3. Findings of Fact and Statements of Overriding Considerations.
4. Printing and mailing of Response to Comments document by certified mail, return receipt.

TASK 8. Mitigation, Monitoring, and Reporting Program

The Mitigation, Monitoring, and Reporting Program (MMRP) will be adopted by the District and included in the Final PEIR. In order to facilitate a useful MMRP for District implementation, the mitigation measures contained in the PEIR will be sufficiently detailed and developed in consideration of future monitoring requirements.

Dudek will utilize a table format to present the potential significant impacts, applicable mitigation, specific monitoring activities and required frequency, the responsible agencies, and any sanctions for non-compliance. The District will adopt the MMRP in its capacity as the CEQA lead agency in accordance with the provisions of the CEQA (California Public Resources Code Section 21000, et seq.) and implementation guidelines (14 California Code of Regulations Section 15000, et seq.).

Deliverables

1. Three copies and one CD of the MMRP.

TASK 9. Final PEIR

Dudek will provide a copy of the Response to Comments received on the Draft PEIR, the MMRP, and Findings of Fact to complete the Final PEIR documentation. Our cost estimate has been created assuming that the Final PEIR will include an

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annotated version of the Draft PEIR, which was circulated for public review. The annotated version of the Draft PEIR will include any changes or deletions that were made to the Draft PEIR as a result of public comments received. Reproduction of the entire Draft PEIR and its appendices is not included in the Final PEIR.

Upon completion of the certification process, Dudek will prepare the Notice of Determination (NOD). Filing fees are assumed to be the responsibility of the District. The District, as lead agency, will present the Final PEIR to its Board of Supervisors for certification and approval of the MDP. Dudek has also included time to attend one City Council meeting at the City of Lake Elsinore and one City Council meeting at the City of Wildomar, since the MDP will affect each of these cities. A copy of the NOD will also be sent to the State Clearinghouse by Dudek on behalf of the District.

Dudek understands that the preparation of the Final PEIR administrative record for use by the District is not included in this scope of work; Dudek can prepare the administrative record under a separate agreement if the District chooses not to use its own staff for this work.

Deliverables

1. Staff support services as requested up to 20 hours.
2. Attendance at two Board of Supervisors meetings, and 2 City Council Meetings
3. One copy of the Annotated Draft PEIR, Responses to Comments document, Mitigation and Monitoring, and Findings of Fact document, which constitute the basic elements of a Final PEIR under CEQA.

TASK 10. Environmental Meetings

Dudek will attend bi-monthly (every other month) meetings with District staff to review and discuss the project progress, issues resolution, and technical feedback. Meeting and coordination time with the City of Lake Elsinore and Wildomar has also been included in this Task.

Deliverables

1. Attendance at bi-monthly project team meetings held at the District.

TASK 11. Change Order Scoping and Administration

Per the District's direction, this Task will be utilized to provide time for coordination and administration of any contract adjustments that may be needed at the request of the District. Under this Task, Dudek could develop change order scope, prepare cost estimates, schedules as well as time for administration and processing with the District. If the budget for this Task is exceeded, this contract may need to be modified, or additional time can be billed on a time and materials basis.

Deliverables

1. Potential Change Orders.

PART II: COST PROPOSAL FOR PROJECT/TASK ORDER

Alternative: Preferred Alternative Revision: 6/14/2010

| Project Manager | Legal Review | Dep. Project Manager | Air Quality | Bio Resources | Principal Archaeologist | Senior Archaeologist | Engineer Charles Greely | Env Spcl IV | Env Spcl III | Hydrogeologist/Engineer | Senior Engineer | GIS IV | GIS III | Editor II | Publications II | Admin II | Total Hours | Subs | Non-Labor/ Direct Costs | Total Cost |
|---|--------------|----------------------|---------------|---------------|-------------------------|----------------------|-------------------------|-------------|--------------|-------------------------|-----------------|----------|----------|-----------|-----------------|----------|-------------|------------|-------------------------|--------------|
| Stephanie Standerfer | Aaron Gattis | Jon Berg | David Deckman | Brock Ortega | David Stone | Ken Victorino | Charles Greely | Env Spcl IV | Env Spcl III | Hydrogeologist/Engineer | Senior Engineer | GIS IV | GIS III | Editor II | Publications II | Admin II | # of hrs | \$ | \$ | \$ |
| TASKS | | | | | | | | | | | | | | | | | | | | |
| Rate (\$/hr) | \$200.00 | \$175.00 | \$200.00 | \$200.00 | \$190.00 | \$130.00 | \$170.00 | \$140.00 | \$120.00 | \$125.00 | \$185.00 | \$140.00 | \$130.00 | \$140.00 | \$85.00 | \$80.00 | | | | |
| 3A Internal Scoping Meeting | 3 | | | | | | 3 | | | | | | | | | | 6 | | | \$1,110.00 |
| 0A: Environmental Constraints Analysis | 6 | 8 | | | | 20 | 4 | | | | | | | | | | 8 | | | \$12,150.00 |
| 0B: Environmental Constraints Analysis | 4 | 4 | | | | 20 | 4 | | | | | | | | | | 12 | | | \$2,180.00 |
| 0C: 2nd Internal Scoping Meeting | 13 | 12 | | | | | 11 | | | | | | | | | | 101 | \$0.00 | \$100.00 | \$15,440.00 |
| 1A Kick-off Meeting | 4 | 4 | | | | | | | | | | | | | | | 16 | | | \$2,620.00 |
| 1B Initial Public Scoping | 4 | 4 | | | | | 0 | | | | | | | | | | 16 | \$0.00 | \$0.00 | \$2,620.00 |
| 2A Coordinate Scoping Meeting | 2 | 2 | | | | | | | | | | | | | | | 14 | | | \$2,220.00 |
| 2B Attend Briefing Meeting | 2 | 2 | | | | | | | | | | | | | | | 4 | | | \$750.00 |
| 2C Attend Scoping Session | 4 | 2 | | | | | | | | | | | | | | | 10 | | | \$1,710.00 |
| 3A Prepare Screencheck IS | 10 | 8 | | | | | 0 | | | | | | | | | | 28 | \$0.00 | \$0.00 | \$4,580.00 |
| 3B Prepare 2nd Screencheck IS | 2 | 6 | | | | | | | | | | | | | | | 51 | | | \$7,420.00 |
| 3C Prepare NOP | 2 | 4 | | | | | | | | | | | | | | | 55 | | | \$7,690.00 |
| 3D Prepare Distribution List/Coordinate with District | 2 | 2 | | | | | | | | | | | | | | | 12 | | | \$1,420.00 |
| 3E Distribute IS/NOP | 1 | 4 | | | | | | | | | | | | | | | 6 | | | \$900.00 |
| 4A Prepare Memo on NOP Comments | 5 | 18 | | | | | 0 | | | | | | | | | | 25 | | \$1,200.00 | \$3,980.00 |
| 4B Attend Team Meeting | 1 | 1 | | | | | | | | | | | | | | | 149 | \$0.00 | \$1,200.00 | \$21,300.00 |
| 5A Prepare 1st Screencheck Draft PEIR | 1 | 1 | | | | | | | | | | | | | | | 13 | | | \$1,865.00 |
| (1) Table of Contents | | | | | | | | | | | | | | | | | 1 | | | \$200.00 |
| (2) Executive Summary/Introduction | | | | | | | | | | | | | | | | | 2 | | | \$225.00 |
| (3) Project Description | | | | | | | | | | | | | | | | | 7 | | | \$1,020.00 |
| (4) Effects Found Not Significant | | | | | | | | | | | | | | | | | 7 | | | \$1,020.00 |
| (5) Environmental Impact Analysis | | | | | | | | | | | | | | | | | 5 | | | \$740.00 |
| Aesthetics | | | | | | | | | | | | | | | | | 0 | | | \$0.00 |
| Air Quality | | | | | | | | | | | | | | | | | 11 | | | \$1,675.00 |
| Biological Resources | | | | | | | | | | | | | | | | | 83 | | | \$11,355.00 |
| Cultural Resources | | | | | | | | | | | | | | | | | 75 | | | \$11,195.00 |
| Geology/Soils | | | | | | | | | | | | | | | | | 45 | | | \$7,315.00 |
| Hazards/Hazardous Materials | | | | | | | | | | | | | | | | | 13 | \$6,950.00 | \$8,905.00 | \$15,855.00 |
| Hydrology/Water Quality | | | | | | | | | | | | | | | | | 38 | | | \$5,938.00 |
| Land Use/Planning | | | | | | | | | | | | | | | | | 43 | | | \$7,055.00 |
| Noise | | | | | | | | | | | | | | | | | 11 | | | \$1,675.00 |
| Utilities/Service Systems | | | | | | | | | | | | | | | | | 11 | | | \$1,675.00 |
| (6) CEQA-Mandated Sections | | | | | | | | | | | | | | | | | 10 | | | \$1,675.00 |
| (7) Alternatives | | | | | | | | | | | | | | | | | 12 | | | \$1,780.00 |
| (8) Growth Inducement | | | | | | | | | | | | | | | | | 35 | | | \$740.00 |
| 5B 2nd Screencheck Draft PEIR | 4 | 2 | | | | | | | | | | | | | | | 22 | | | \$5,395.00 |
| 5C 3rd Screencheck Draft PEIR | 2 | 2 | | | | | | | | | | | | | | | 446 | \$6,950.00 | \$1,628.00 | \$3,300.00 |
| 6A Finalize Draft PEIR | 1 | 1 | | | | | | | | | | | | | | | 46 | | | \$5,435.00 |
| 6B Prepare NOC | | | | | | | | | | | | | | | | | 8 | | | \$985.00 |
| 6C Distribution of Draft PEIR for Public Review | | | | | | | | | | | | | | | | | 15 | | | \$2,933.00 |
| 7A Prepare Response to Comment Memo | 6 | 2 | | | | | | | | | | | | | | | 69 | \$0.00 | \$2,933.00 | \$10,788.00 |
| 7B Finalize Response to Comments and Distribute | 1 | 1 | | | | | | | | | | | | | | | 45 | | | \$6,820.00 |
| 7C Findings of Fact and SOC | 1 | 24 | | | | | | | | | | | | | | | 11 | | | \$5,170.00 |
| 8A Prepare MMRP | 7 | 27 | | | | | | | | | | | | | | | 83 | \$0.00 | \$0.00 | \$13,345.00 |
| 9A Prepare NOD | 2 | 2 | | | | | | | | | | | | | | | 12 | | | \$1,650.00 |
| 9B Prepare Final PEIR | 20 | 2 | | | | | | | | | | | | | | | 3 | | | \$400.00 |
| 9C BOS, CC Meetings and Staff Support | 20 | 2 | | | | | | | | | | | | | | | 10 | | | \$1,990.00 |
| 10A Attend Bi-Monthly Meetings with District | 24 | 0 | | | | | | | | | | | | | | | 45 | \$0.00 | \$0.00 | \$8,480.00 |
| 10B Attend Bi-Monthly Meetings with District | 24 | 0 | | | | | | | | | | | | | | | 36 | | | \$6,900.00 |
| TOTAL HOURS: | 109 | 52 | | | | | | | | | | | | | | | 999 | \$6,950.00 | \$2,240.00 | \$7,650.00 |
| TOTAL COST: | \$21,800.00 | \$10,400.00 | | | | | | | | | | | | | | | N/A | \$6,950.00 | N/A | \$161,451.00 |

Optional Tasks
 Task 11: Change Order Administration \$10,000
 Visual Impact Analysis per one basin, 2 views \$28,560.00
 Each Additional Basin \$4,000.00

Additional Response to Comment - per one response \$4,000.00