

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Economic Development Agency

SUBMITTAL DATE:
February 2, 2011

SUBJECT: Riverside County Regional Medical Center Trauma / Custody / Urgent Care / Sexual Assault Response Team Expansion – Phase 1, 2, and 3 Budget and Environmental Assessment

RECOMMENDED MOTION: That the Board of Supervisors:

1. Consider the attached Addendum along with EA No. EA08430003953 adopted by the Board on February 23, 2010;
2. Approve the attached Construction Agreement between the County of Riverside and ASR Constructors, Inc., of Riverside, California, in the amount of \$7,280,000, and authorize the Chairman of the Board to execute the agreement on behalf of the county;
3. Approve the attached Professional Services Agreement between the County of Riverside and MTGL of Riverside, California, in the amount of \$134,524, and authorize the Chairman of the Board to execute the agreement on behalf of the county;

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY Samuel Wong 1/27/11
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 8,656,476	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: RCRMC Enterprise Fund

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: That RCRMC work with the Executive Office to restrict funds in the amount of \$8,656,476 for payment of expenses related to this project.

APPROVE
Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and IT WAS FURTHER ORDERED that the Executive Office recommends that RCRMC work with the Executive Office to restrict funds in the amount of \$8,656,476 for payment of expenses related to this project.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 8, 2011
xc: EDA, EO, RCRMC, Auditor, CIP

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy
3.44

Prev. Agn. Ref.: 3.45, 5/04/10; 3.40, 5/04/10

District: 5

Agenda Number:

FORM APPROVED COUNTY COUNSEL
DATE 1/27/11
BY: MARSHAL VICTOR
Departmental Concurrence

Reviewed by: [Signature]
CIP TEAM
Christopher Hens
Douglas Bagley, Hospital Director
Riverside County Regional Medical Center

By: [Signature]
Policy Policy
Consent Consent
Dep't Recomm.: Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

4. Authorize the Assistant County Executive Officer/EDA to administer the agreements for ASR Constructors, Inc., and MTGL in accordance with applicable Board policies;
5. Approve the budget of \$8,656,476 for the Site Development of Phase 1, 2, and 3; and
6. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable policies.

BACKGROUND:

At completion of Site Development Phases 1, 2, 3, 4A, and 4B there will be a net addition of approximately 1,092 parking spaces. To allow for expansion of parking, limit impact to existing operations, and to continue future projects independently, the site development has been phased as follows:

- Phase 1 - Construction of parking areas and site infrastructure located at the south side property nearest to Cactus Avenue.
- Phase 2 - Construction of parking areas and site infrastructure located northwest of the existing medical center. Prepare a building pad for construction of the Operations Building.
- Phase 3 - Construction of parking areas and site infrastructure located west of the existing medical center. Prepare a building pad for construction of the Nursing and Allied Health Education Building.
- Phase 4A - Construction of the Mental Health and Emergency Treatment Services Buildings and its related site parking and infrastructure.
- Phase 4B - Construction of the Urgent Care and Sexual Assault Response Team expansion areas, renovation of existing medical center for expansions in Trauma and Custody. Any related site parking, infrastructure, and improvements will also be completed.

On May 4, 2010, the Board of Supervisors approved the plans and specifications for the Riverside County Regional Medical Center (RCRMC) Trauma / Custody / Urgent Care / Sexual Assault Response Team Expansion Phase 1, 2, 3 project and authorized the Clerk of the Board to advertise for bids.

On June 2, 2010, 25 contractors attended a mandatory job walk. On June 21, 2010, the bids were opened and ASR Constructors, Inc., was determined to be the lowest responsive and responsible bidder.

(Continued)

BACKGROUND: (Continued)

On August 24, 2009, the Economic Development Agency (EDA) advertised a Request for Qualifications (RFQ) regarding the selection of a firm to provide materials testing for the RCRMC Operations Building and RCRMC Nursing and Allied Health Education Building (Phase 2 and Phase 3). The RFQ was distributed for the purpose of selecting the most qualified firm to provide materials testing services for the proposed projects.

Per Board Policy H-7 and the Government Code, a selection committee was formed to review each firm's qualifications and to interview selected firms. MTGL has been selected as the firm best suited to provide services for the proposed project.

PHASE 1, 2, AND 3 BUDGET (SITE DEVELOPMENT ONLY):

The approximate allocation of the site development budget is as follows:

Construction	\$ 7,280,000
Project Management/Reproductions/Groundbreaking	\$ 115,000
County Inspections	\$ 90,000
Specialty Inspections/Testing	\$ 134,524
Miscellaneous/Fees/Permits	\$ 250,000
Project Contingency	\$ 786,952
TOTAL	\$ 8,656,476

In accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000-21178.1, an initial study was prepared to analyze the proposed project to determine if any potential significant impacts upon the environment would result from construction and implementation of the project.

The analysis contained in the initial study demonstrated that the project would not have any significant impacts on the environment with the implementation of the mitigation measure contained in the initial study. The Initial Study/Mitigated Negative Declaration (IS/MND) was adopted by the Board of Supervisors on February 23, 2010. Since approval of the IS/MND, minor modifications have been proposed to the original project and additional information has become available. The components proposed do not differ substantially from the components proposed under the original project described in the adopted 2010 IS/MND.

An addendum to the adopted 2010 IS/MND was therefore prepared and processed in accordance with the California Environmental Quality Act, Public Resources Code Sections 21000 et seq., and the State CEQA Guidelines, California Code of Regulations Sections 15000 et seq.

(Continued)

BACKGROUND: (Continued)

The IS/MND addendum evaluates the proposed modifications to the project and incorporates the additional project information: (1) noise and air quality specifications of the standby emergency diesel-powered generator; (2) addition of one cardboard baler; (3) additional landscaping; (4) storm water drainage facilities/catch basins; (5) parking construction/reconfiguration; and 6) perimeter roadway improvements. The analysis contained in the addendum determined that no additional effects would occur than those identified in the adopted 2010, IS/MNDM and no additional mitigation or monitoring is required.

FINANCIAL IMPACT:

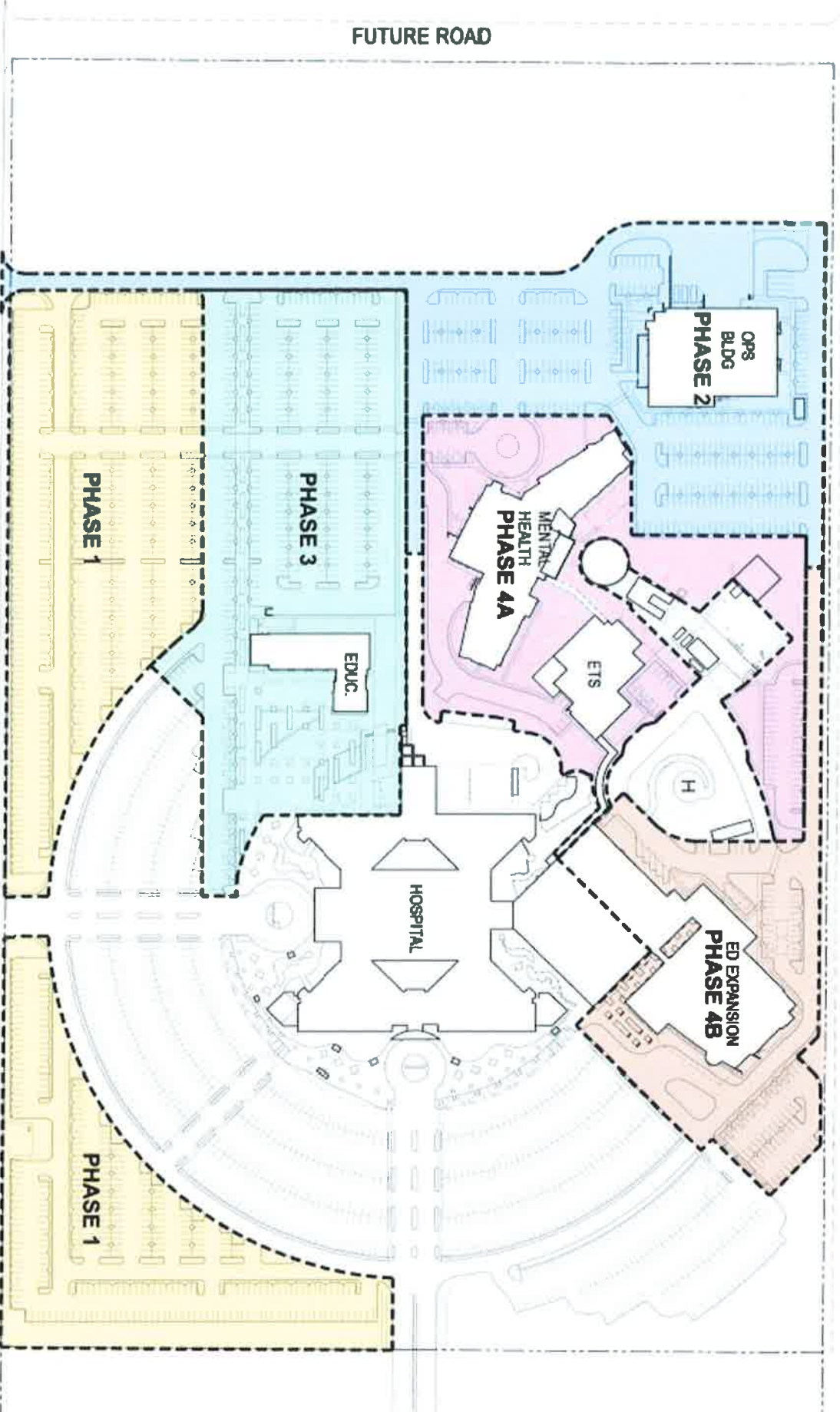
All costs associated with this project will be fully funded by RCRMC Enterprise Fund, thus no net county cost will be incurred as a result of this action.

FUTURE ROAD



CACTUS AVE.

BRODIAEA AVE.



OPS
BLDG
PHASE 2

MENTAL
HEALTH
PHASE 4A

ETS

H

EDUC.

HOSPITAL

ED EXPANSION
PHASE 4B

PHASE 1

PHASE 3

PHASE 1



ERRATA SHEET

Riverside County Regional Medical Center Expansion Project Addendum to Final Initial Study/Mitigated Negative Declaration

The County of Riverside Economic Development Agency (EDA), as a lead agency pursuant to the California Environmental Quality Act (CEQA), prepared an Addendum to the Final Initial Study/Mitigated Negative Declaration for the Riverside County Regional Medical Center Expansion Project. Since its completion, EDA has revised this Addendum as shown below in red font, strikethrough and-underline format.

Section I. Project Information and Background, A. Previous Environmental Documentation, Page 2:

...The Initial Study/Mitigated Negative Declaration (IS/MND) for the Original project was circulated to the public for a 30-day comment period beginning on October 22, 2009 and ending on November 23, 2009. The Final IS/MND for the Original Project was approved by the Board of Supervisors on ~~January 19~~ February 23, 2010 (please refer to **Appendix A** of this Addendum for the Notice of Determination for the Original Project). The Final IS/MND is summarized here and is incorporated by reference. Since approval of the Final IS/MND for the Original Project, minor modifications have been proposed to the Original Project. Accordingly, this Addendum to the Final IS/MND has been prepared in order to analyze the potential impacts resulting from the new project (herein referred to as the Revised Project), and compare them to the impacts identified as part of the Original Project.

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt #: 201000291

State Clearinghouse # (if applicable): _____

Lead Agency: RIVERSIDE COUNTY E.D.A. Date: 03/15/2010

County Agency of Filing: Riverside Document No: 201000291

Project Title: RIVERSIDE COUNTY REGIONAL MEDICAL CENTER EXPANSION

Project Applicant Name: RIVERSIDE COUNTY E.D.A. Phone Number: 951 955-8174

Project Applicant Address: 3133 MISSION INN AVE RIVERSIDE CA 92507-4138

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

- | | |
|---|----------------|
| <input type="checkbox"/> Environmental Impact Report | _____ |
| <input checked="" type="checkbox"/> Negative Declaration | <u>2010.25</u> |
| <input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only) | _____ |
| <input type="checkbox"/> Project Subject to Certified Regulatory Programs | _____ |
| <input checked="" type="checkbox"/> County Administration Fee | <u>\$64.00</u> |
| <input type="checkbox"/> Project that is exempt from fees (DFG No Effect Determination (Form Attached)) | _____ |
| <input type="checkbox"/> Project that is exempt from fees (Notice of Exemption) | _____ |
| Total Received | <u>2074.25</u> |

Signature and title of person receiving payment: 

Notes:



FILED
RIVERSIDE COUNTY

MAR 15 2010

LARRY WARD, CLERK

[Signature]
Darius

Notice of Determination

To:
 Office of Planning and Research
For U.S Mail: P.O. Box 3044
Sacramento, CA 95812-3044
Street Address: 1400 Tenth St.
Sacramento, CA 95814

From:
Public County of Riverside
Agency: Economic Development Agency
Address: 3133 Mission Inn Avenue
Riverside, CA 92507-4138
Contact: Claudia Steiding
Phone: (951) 955-8174

County Clerk
County of: Riverside County Clerk
Address: 4080 Lemon Street, 1st Floor
Riverside, CA 92501

Lead Agency (if different from above):
Address: _____
Contact: _____
Phone: _____

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2009101083

4.15.10
[Signature]

Project Title: Riverside County Regional Medical Center Expansion

Project Location (include county): The existing RCRM is located south of State Road 60 and east of Interstate 215, at 26520 Cactus Avenue, in Moreno Valley (Riverside County).

Project Description: The County of Riverside Economic Development Agency has proposed the expansion of the existing Riverside County Regional Medical Center (RCRMC) by developing two components: (1) an approximate 50,000 square-foot Plant Operations/Warehouse Facility, and (2) approximately 820 parking spaces of supplemental parking. The proposed Plant Operations/Warehouse Facility is intended to supplement the warehouse and receiving functions at the existing RCRM. Plant operations services would include craft support (i.e., electrical, plumbing and painting), maintenance, bio-medical engineering activities, and repairs and construction services for the existing RCRM facility. Plant operations services would also include a data center as well as other areas for data support and information technology (IT). Materials management services would include warehousing and storage of bulk supplies, servicing of soiled linens, distribution of clean linens, as well as the breakdown and distribution of various other materials and supplies to the main hospital. In addition, the proposed project would include the addition of approximately 820 new parking spaces.

This is to advise that the County of Riverside Board of Supervisor's approved the above project on

Lead agency or Responsible Agency

February 23, 2010 and has made the following determinations regarding the above described project:
(Date)

1. The project will will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were were not made a condition of the approval of the project.
4. A Mitigation reporting or monitoring plan was was not adopted for this project.
5. A statement of Overriding Considerations was was not adopted for this project.
6. Findings were were not made pursuant to the provisions of CEQA.

This is to certify that the Final IS/MND with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public at:

County of Riverside
Economic Development Agency
3133 Mission Inn Avenue
Riverside, CA 92507

Signature: (Public Agency)  Title: Deputy Clerk
Sandi Schlemmer, Deputy Clerk for Kecia Harper-Ihem, Clerk of the Board of Supervisors
Date: 02/23/10 Date received for filing at OPR: _____

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

2/15/11
Date

HP
Initial

Notice of Determination

To:
 Office of Planning and Research
 For U.S Mail: Street Address:
 P.O. Box 3044 1400 Tenth St.
 Sacramento, CA 95812-3044 Sacramento, CA 95814

From:
 Public County of Riverside
 Agency: Economic Development Agency
 Address: 3043 10th Street, 4th Floor
Riverside, CA 92501
 Contact: Claudia Steiding
 Phone: (951) 955-8174

County Clerk
 County of: Riverside
2724 Gateway Drive
P.O. Box 751
 Address: Riverside, CA 92502-0751

Lead Agency (if different from above):
 Address: _____
 Contact: _____
 Phone: _____

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2009101083

Project Title: Riverside County Regional Medical Center Expansion - Addendum No. 1 to EA 08430003953

Project Location (include county): The existing RCRMC is located south of State Road 60 and east of Interstate 215, at 26520 Cactus Avenue, in Moreno Valley (Riverside County).

Project Description:

The Initial Study/Mitigated Negative Declaration (IS/MND) for the Riverside County Regional Medical Center, was adopted by the Board of Supervisors on February 23, 2010. Since approval of the IS/MND, minor modifications have been proposed to the original project and additional information has become available. The components proposed do not differ substantially from the components proposed under the original project described in the adopted 2010 IS/MND. An Addendum to the adopted 2010 IS/MND was therefore prepared and processed in accordance with the California Environmental Quality Act (CEQA: Public Resources Code Sections 21000 et seq.) and the *State CEQA Guidelines* (California Code of Regulations Sections 15000 et seq.). The Addendum evaluates the proposed modifications to the Project and incorporates the additional project information: (1) noise and air quality specifications of the standby emergency diesel-powered generator, (2) addition of one cardboard baler, (3) additional landscaping, (4) stormwater drainage facilities/catch basins, (5) parking construction/reconfiguration, and (6) perimeter roadway improvements. The analysis contained in the Addendum determined that no additional effects would occur than those identified in the adopted February 23, 2010 IS/MND and no additional mitigation or monitoring is required.

This is to advise that the County of Riverside Board of Supervisors approved the above project on

Lead agency or Responsible Agency

February 8, 2011 and has made the following determinations regarding the above described project:
(tentative date)

1. The project will will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were were not made a condition of the approval of the project.
4. A Mitigation reporting or monitoring plan was was not adopted for this project.

5. A statement of Overriding Considerations was was not adopted for this project.
6. Findings were were not made pursuant to the provisions of CEQA.

This is to certify that the Addendum No. 1 to EA 08430003953 (SCH 2009101083) with comments and responses and record of project approval, is available to the General Public at:

General Public at: County of Riverside
Economic Development Agency
3043 10th Street, 4th Floor
Riverside, CA 92501

Signature: (Public Agency)  Title: Board Assistant

Date: 02/08/11 Date received for filing at OPR: _____

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2005

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: **RCRMC Addendum**

Accounting String: 536780-30100-7200800000-08430003955-06200302

(For County Clerk Filing Fees only – the CDFG fees have already been paid, please see attached NOD)

DATE: January 27, 2011

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Claudia Steiding, Senior Environmental Planner, Economic Development Agency

Signature:  _____

PRESENTED BY: Claudia Steiding, Senior Environmental Planner, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____

PROFESSIONAL SERVICES AGREEMENT

1
2 This Agreement, made and entered into this 8th day of February, by and between
3 MTGL (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political
4 subdivision of the State of California, (herein referred to as "COUNTY").

5 WHEREAS, Government Code Section 23000 et seq. authorizes the COUNTY to
6 contract for services with a person who is specially trained and experienced, and who is competent
7 to perform the special services required; and

8 WHEREAS, CONSULTANT has the expertise, special skills, knowledge and
9 experience to perform the duties set out herein.

10 NOW THEREFORE, in consideration of the mutual covenants contained herein, the
11 parties hereto agree as follows:

12 1. SCOPE OF SERVICES: Consultant shall perform Testing and Inspection services for
13 the Project described as Site Development for the Riverside County Regional Medical Center
14 Trauma/ Custody/ Urgent Care/ Sexual Assault Response Team Expansion, Phase 1, Phase 2, Phase
15 3. Consultant shall provide all services as outlined and specified in Attachment A, consisting of
16 two (2) page(s), attached hereto and by this reference incorporated herein.

17 1.1 Consultant represents and maintains that it is skilled in the professional calling
18 necessary to perform all services, duties and obligations required by this Agreement to fully and
19 adequately complete the project. Consultant shall perform the services and duties in conformance to
20 and consistent with the standards generally recognized as being employed by professionals in the
21 same discipline in the State of California. Consultant further represents and warrants to the County
22 that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to
23 practice its profession. Consultant further represents that it shall keep all such licenses and approvals
24 in effect during the term of this Agreement.

25 2. PERIOD OF PERFORMANCE: Consultant shall commence performance of services
26 within one (1) calendar day after execution of this Agreement, and shall diligently perform the
27 services to full completion of the Project as required within 248 calendar days and in concert with
28 construction for the Project, unless sooner terminated as specified in Paragraph 8, or extended as

1 provided in

2 Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect
3 following the termination of this Agreement.

4 3. COMPENSATION: The County shall pay the Consultant for services performed and
5 expenses incurred as follows:

6 3.1 County shall pay to Consultant for services performed and expenses incurred
7 in accordance with the Scope of Services set forth in Attachment A. The total amount of
8 compensation paid to Consultant under this Agreement shall not exceed the sum of One Hundred
9 Thirty Four Thousand Five Hundred Twenty Four Dollars (\$134,524.00) plus reimbursable expenses
10 estimated not to exceed zero (\$0.00) per Attachment A, unless a written amendment to this
11 Agreement is executed by both parties prior to performance of additional services.

12 3.2 Reimbursable expenses are defined in Attachment A. No single reimbursement
13 shall exceed \$500.00 without the prior written consent of the Deputy Director, Project Management
14 Office, Economic Development Agency (or designee).

15 3.3 Said compensation shall be paid in accordance with an invoice submitted to
16 County by Consultant within fifteen (15) days from the last day of each calendar month, and County
17 shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

18 4. INDEPENDENT CONTRACTOR: County retains Consultant on an
19 independent contractor basis. Consultant is not, and shall not be considered to be in any manner, an
20 employee, agent or representative of the County. Consultant shall not be entitled to any benefits
21 payable to employees of County including County Workers' Compensation benefits. County is not
22 required to make any deductions from the compensation payable to Consultant under this
23 Agreement, and as an independent contractor, Consultant hereby holds County harmless from any
24 and all claims that may be made against County based upon any contention by any third party that an
25 employer-employee relationship exists by reason of this Agreement.

26 Personnel performing any services under this Agreement on behalf of Consultant shall at all
27 times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries
28 and other amounts due such personnel in connection with their performance of service and as

1 required by law. Consultant shall be responsible for all reports and obligations respecting such
2 personnel, including but not limited to, social security taxes, income tax withholdings,
3 unemployment insurance, and workers' compensation insurance.

4 5. CONSULTANT'S RESPONSIBILITY: It is understood that the Consultant has the
5 skills, experience and knowledge necessary to perform the services agreed to be performed under this
6 Agreement, and that the County relies upon the Consultant's representations about its skills,
7 experience and knowledge to perform the Consultant's services in a competent manner. Acceptance
8 by the County of the services to be performed under this Agreement does not operate as a release of
9 said Consultant from responsibility for the work performed. It is further understood and agreed that
10 the Consultant is apprised of the scope of the work to be performed under this Agreement and the
11 Consultant agrees that said work can and shall be performed in a fully competent manner.

12 6. INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless
13 the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective
14 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
15 representatives from any liability whatsoever, based or asserted upon any services of
16 CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or
17 in any way relating to this Agreement, including but not limited to property damage, bodily injury, or
18 death or any other element of any kind or nature whatsoever arising from the performance of
19 CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this
20 Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not
21 limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of
22 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,
23 officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives
24 in any claim or action based upon such alleged acts or omissions.

25 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
26 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall
27 have the right to adjust, settle, or compromise any such action or claim without the prior consent of
28 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner

1 whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth
2 herein.

3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to
4 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or
5 claim involved.

6
7 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
8 CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party
9 claims.

10 In the event there is conflict between this clause and California Civil Code Section 2782, this clause
11 shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
12 CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

13 7. INSURANCE: Without limiting CONSULTANT'S indemnification,
14 CONSULTANT shall maintain in force at all times during the performance of this Agreement,
15 insurance policies evidencing coverage during the entire term of the Agreement as follows:

16 A. Workers' Compensation: If the CONTRACTOR has employees as defined by the
17 State of California, the CONTRACTOR shall maintain statutory Workers' Compensation
18 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall
19 include Employers' Liability (Coverage B) including Occupational Disease with limits
20 not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
21 subrogation in favor of The County of Riverside, and, if applicable, to provide a
22 Borrowed Servant/Alternate Employer Endorsement.

23 B. Commercial General Liability:
24 Commercial General Liability insurance coverage, including but not limited to,
25 premises liability, contractual liability, products and completed operations liability,
26 personal and advertising injury covering claims which may arise from or out of
27 CONTRACTOR'S performance of its obligations hereunder. Policy shall name all
28 Agencies, Districts, Special Districts, and Departments of the County of Riverside, their

1 respective directors, officers, Board of Supervisors, employees, elected or appointed
2 officials, agents or representatives as Additional Insureds. Policy's limit of liability shall
3 not be less than \$1,000,000 per occurrence combined single limit. If such insurance
4 contains a general aggregate limit, it shall apply separately to this agreement or be no less
5 than two (2) times the occurrence limit.

6 C. Vehicle Liability:

7 If CONTRACTOR'S vehicles or mobile equipment are used in the performance of
8 the obligations under this Agreement, then CONTRACTOR shall maintain liability
9 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
10 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
11 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times
12 the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and
13 Departments of the County of Riverside, their respective directors, officers, Board of
14 Supervisors, employees, elected or appointed officials, agents or representatives as
15 Additional Insureds.

16 D. Professional Liability: Consultant shall maintain Professional Liability Insurance
17 providing coverage for performance of work included within this Agreement, with a limit
18 of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
19 If Consultant's Professional Liability Insurance is written on a claims made basis rather
20 than an occurrence basis, such insurance shall continue through the term of this
21 Agreement. Upon termination of this Agreement or the expiration or cancellation of the
22 claims made insurance policy Consultant shall purchase at his sole expense either 1) an
23 Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
24 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the
25 inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that
26 Consultant has maintained continuous coverage with the same or original insurer.
27 Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
28 beyond the termination of this Agreement.

1
2 E. General Insurance Provisions - All lines:

- 3 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to
4 the State of California and have an A M BEST rating of not less than A: VIII (A:8)
5 unless such requirements are waived, in writing, by the County Risk Manager. If the
6 County's Risk Manager waives a requirement for a particular insurer such waiver is only
7 valid for that specific insurer and only for one policy term.
- 8 2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
9 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000
10 per occurrence such deductibles and/or retentions shall have the prior written consent of
11 the County Risk Manager before the commencement of operations under this Agreement.
12 Upon notification of deductibles or self insured retention's unacceptable to the
13 COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S
14 carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as
15 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees
16 payment of losses and related investigations, claims administration, and defense costs
17 and expenses.
- 18 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the
19 County of Riverside with either 1) a properly executed original Certificate(s) of Insurance
20 and certified original copies of Endorsements effecting coverage as required herein, or 2)
21 if requested to do so orally or in writing by the County Risk Manager, provide original
22 Certified copies of policies including all Endorsements and all exhibits thereto, showing
23 such insurance is in full force and effect. Further, said Certificate(s) and policies of
24 insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days
25 written notice shall be given to the County of Riverside prior to any material
26 modification, cancellation, expiration or reduction in coverage of such insurance. In the
27 event of a material modification, cancellation, expiration, or reduction in coverage, this
28 Agreement shall terminate forthwith, unless the County of Riverside receives, prior to

1 such effective date, another properly executed original Certificate of Insurance and
2 original copies of endorsements or certified original policies, including all endorsements
3 and Exhibits thereto evidencing coverage's set forth herein and the insurance required
4 herein is in full force and effect. ***CONTRACTOR shall not commence operations until***
5 ***the COUNTY has been furnished original Certificate (s) of Insurance and certified***
6 ***original copies of endorsements or policies of insurance including all endorsements***
7 ***and any and all other Exhibits as required in this Section. An individual authorized***
8 ***by the insurance carrier to do so on its behalf shall sign the original endorsements for***
9 ***each policy and the Certificate of Insurance.***

10 4) It is understood and agreed to by the parties hereto and the insurance company(s), that
11 the Certificate(s) of Insurance and policies shall so covenant and shall be construed as
12 primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
13 retention's or self-insured programs shall not be construed as contributory.

14 5) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement
15 or any extension thereof, there is a material change in the scope of services; or, there is a
16 material change in the equipment to be used in the performance of the scope of work
17 (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the
18 types of insurance required under this Agreement and the monetary limits of liability for
19 the insurance coverage's currently required herein, if; in the County Risk Manager's
20 reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has
21 become inadequate.

22 6) CONTRACTOR shall pass down the insurance obligations contained herein to all
23 tiers of subcontractors working under this Agreement.

24 8. TERMINATION: County may, by written notice to Consultant, terminate this
25 Agreement in whole or in part at any time. Such termination may be for County's convenience or
26 because of Consultant's failure to perform its duties and obligations under this Agreement including,
27 but not limited to, the failure of Consultant to timely perform Services pursuant to the Schedule of
28 Services described in Attachment A to this Agreement.

1 8.1 Discontinuance of Services. Upon Termination, Consultant shall, unless
2 otherwise directed by the Notice, discontinue all services and deliver to the County all data,
3 estimates, graphs, summaries, reports, and other related materials as may have been prepared or
4 accumulated by Consultant in performance of Services, whether completed or in progress.

5 8.2 Effect of Termination For Convenience. If the termination is to be for the
6 convenience of the County, the County shall compensate Consultant for services satisfactorily
7 provided through the date of termination. Consultant shall provide documentation deemed adequate
8 by County to show the Services actually completed by Consultant prior to the date of termination.
9 This Agreement shall terminate thirty (30) days following receipt by the Consultant of the written
10 Notice of Termination.

11 8.3 Effect of Termination For Cause. If the termination is due to the failure of
12 Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those
13 Services which have been completed in accordance with this Agreement and accepted by the County.
14 In such case, the County may take over the work and prosecute the same to completion by contract
15 or otherwise. Further, Consultant shall be liable to the County for any reasonable additional costs
16 incurred by the County to revise work for which the County has compensated Consultant under this
17 Agreement, but which the County has determined in its sole discretion needs to be revised in part or
18 whole to complete the Project. Following discontinuance of Services, the County may arrange for a
19 meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its
20 requirements under this Agreement. In its sole discretion, County's Representative may propose an
21 adjustment to the terms and conditions of the Agreement, including the contract price. Such contract
22 adjustments, if accepted in writing by the Parties, shall become binding on Consultant and shall be
23 performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed
24 to in writing by the parties, this Agreement shall terminate seven (7) days following the date the
25 Notice of Termination was mailed to the Consultant. Termination of this Agreement for cause may
26 be considered by the County in determining whether to enter into future agreements with Consultant.

27 8.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights
28 under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon

1 dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of
2 Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or
3 if the Agreement is terminated pursuant to Section 8. In such event, Consultant shall not be entitled
4 to any further compensation under this Agreement.

5 8.5 Cumulative Remedies. The rights and remedies of the parties provided in this
6 Section are in addition to any other rights and remedies provided by law or under this Agreement.

7 9. CONFLICT OF INTEREST: Consultant covenants that it presently has no interest,
8 including but not limited to, other projects or independent contracts, and shall not acquire any such
9 interest, direct or indirect, which would conflict in any manner or degree with the performance of
10 services required under this Agreement. Consultant further covenants that in the performance of this
11 Agreement, no person having any such interest shall be employed or retained by it under this
12 Agreement.

13 10. ADMINISTRATION: The Deputy Director, Design Construction, Economic
14 Development Agency (or designee) shall administer this Agreement on behalf of COUNTY.

15 11. ASSIGNMENT: This Agreement shall not be assigned by Consultant, either in whole
16 or in part, without prior written consent of County. Any assignment or purported assignment of this
17 Agreement by Consultant without the prior written consent of County will be deemed void and of no
18 force or effect.

19 12. NONDISCRIMINATION: Consultant represents that it is an equal opportunity
20 employer and it shall not discriminate against any employee or applicant for employment because of
21 race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-
22 discrimination shall include, but not be limited to, all activities related to initial employment,
23 upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24 13. ALTERATION: No alteration or variation of the terms of this Agreement shall be
25 valid unless made in writing and signed by the parties hereto, and no oral understanding or
26 agreement not incorporated herein shall be binding on any of the parties hereto. No additional
27 services shall be performed by Consultant without a written amendment to this Agreement.

28 Consultant understands that the Board of Supervisors and the County Purchasing Agent are

1 the only authorized County representatives who may at any time, by written order, make any
2 alterations within the general scope of this Agreement.

3 If Consultant feels that any work requested of it is beyond the scope of services under this
4 Agreement, any claim by the Consultant for adjustment under this paragraph shall be made within
5 thirty (30) days of when the Consultant is requested to perform the disputed scope of work.

6 14. LICENSE AND CERTIFICATION: Consultant verifies upon execution of this
7 Agreement, possession of a current and valid license in compliance with any local, State, and Federal
8 laws and regulations relative to the scope of services to be performed under Attachment A, and that
9 services(s) will be performed by properly trained and licensed staff.

10 15. CONFIDENTIALITY: Consultant shall maintain the confidentiality of any and all
11 records and information accessed or processed under this Agreement. Consultant shall not disclose,
12 except as permitted by this Agreement or as authorized by the County, any oral or written
13 communication, information, or effort of cooperation between County and Consultant, or between
14 County and Consultant and any other party.

1 16. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled
2 by Consultant under this Agreement become the property of the County upon their creation. The
3 County reserves the right to authorize others to use or reproduce such materials. Therefore, such
4 materials shall not be circulated in whole or in part, nor released to the public, without the direct
5 authorization of the Assistant County Executive Officer/EDA or an authorized designee.

6 17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of the
7 State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the
8 County of Riverside, State of California.

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

14 19. SEVERABILITY: If any provision in this Agreement is held by a court of competent
15 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue
16 in full force without being impaired or invalidated in any way.

17 20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between
18 the parties hereto with respect to the subject matter hereof and all prior or contemporaneous
19 agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any
20 modifications to the terms of this Agreement must be in writing and signed by the parties herein.

21 21. NOTICES: All correspondence and notices required or contemplated by this
22 Agreement shall be delivered to the respective parties at the addresses set forth below and are
23 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:
24
25
26
27
28

1 County:
2 Economic Development Agency
3 3403 10th Street, 4th Floor
4 Riverside, CA 92501

CONSULTANT:
MTGL
14467 Meridian Pkwy, Building 2A
Riverside, CA

6 IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this
7 Agreement.

9 DATED: _____

CONSULTANT
MTGL

11 By: Stem Karl
12 Title: Senior Vice President

14 Federal Tax I.D. No. 33-0580168

17 DATED: FEB 08 2011

COUNTY OF RIVERSIDE

19 ATTEST:
20 Kecia Harper-Ihem

By: Bob Buster
Chairperson, Board of Supervisors
BOB BUSTER

21 By: Kecia Harper-Ihem
22 Deputy

FORM APPROVED COUNTY COUNSEL
BY: Marshall Victor 8/5/10
MARSHA L. VICTOR DATE

12
FEB 08 2011 3.44



**Geotechnical Engineering
Construction Inspection
Materials Testing
Environmental**

Attachment A

**Branch Office
Riverside**

14467 Meridian Pkwy
Building 2A
Riverside, Ca 92518

Tel: 800 491-2990
Fax: 951 653-4666

Riverside County Dept Facilities Management
3133 Mission Inn Ave.
Riverside, CA 92507

P-10-195

Attention: Mr. Sergio Pena

**RE: PROPOSAL FOR TESTING AND INSPECTION
Riverside County Regional Medical Center Site-work
26250 Cactus Avenue – Moreno Valley, CA**

Office Locations

- Indio
- Orange / LA County
- Los Angeles / Ventura County
- San Diego / Imperial Counties

Enclosed please find our proposal, and Prevailing Wage Fee Schedule dated July 1, 2009. The rates set forth in the attached schedule have been detailed in the proposal.

Our estimated fees of \$ **134,524.00** have been based on the soil report, and the preliminary plans, County of Riverside's Inspection requirements, and the California Building Code.

SOIL / ASPHALT TESTING AND INSPECTION

Certifying Agencies

- State of California
D.S.A
OSHPD
- American Assoc. of
State Highways
Cal Trans
CCRI.
- Cement & Concrete
Reference Laboratory
- Inland Empire
City of Riverside
County of Riverside

1,408 Hours	Soils Technician-Grading, Utilities, Sub-grade	\$ 78.00	hour	\$ 109,824.00
	Asphalt Base, Asphalt Paving, Wall Back-fill (8-months)			
10 Hours	Staff Engineer	\$ 95.00	each	\$ 950.00
1 Each	Soils Report Review and Acceptance	\$ 1,500.00	each	\$ 1,500.00
180 Days	Nuclear Density Gauge/Mobil Field Lab	\$ 70.00	day	\$ 12,600.00
5 Each	Maximum Density	\$ 175.00	each	\$ 875.00
10 Each	Sieve Analysis	\$ 40.00	each	\$ 400.00
5 Each	Expansion Index	\$ 120.00	each	\$ 600.00
5 Each	Sand Equivalent	\$ 65.00	each	\$ 325.00
5 Each	R-Value	\$ 250.00	each	\$ 1,250.00
1 Each	Final Soils Report	\$ 1,500.00	each	\$ 1,500.00
10 Hours	Registered Engineer	\$ 120.00	each	\$ 1,200.00
70 Hours	Word Processing / Report Distribution	\$ 50.00	hour	\$ 3,500.00
	Total			\$ 134,524.00

Los Angeles
LA County
LA City
MTA

Orange County
Orange County
Environmental
Management Agency

San Diego
San Diego City
San Diego County
SD Water Authority

Estimates shown are based on work performed eight hours per day, Monday through Friday.

The estimated breakdown of hours has been detailed for budget purposes. Services will be billed on a **time and material basis** as required, and scheduled by Facilities Management.

Our approach will be modified to reduce costs by adjusting our hours to account for overlap of sub-contractors, by utilizing a multi-certified inspector.

MTGL should review the construction schedule for a revision of time frames when the general contractor is selected.

Prevailing Wage rates for services after July 1, 2010 have not been established. Normally the increase is approximately \$ 2.80 per hour. Our rates will escalate equivalent to the volume of change when initiated by Department of Industrial Relations on July 1, 2010.

The opportunity of submitting this proposal is sincerely appreciated. If it meets with your approval, please indicate your acceptance by signing and returning the enclosed copy.

We look forward to working with you on this project.

Sincerely,

MTGL, Inc.



Steven Koch
Senior Vice President

Michael J. Landon
President

CLIENT: _____

BY: _____

TITLE: _____

DATE: _____

Encl.: P-10-195 Schedule of Fees dated July 1, 2009 – July 1, 2010

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2010, by and between ASR Constructors, Inc., hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **Site Development for the Riverside County Regional Medical Center Trauma/ Custody/ Urgent Care/ Sexual Assault Team Expansion, Phase 1, Phase 2, and Phase 3.** In strict accordance with the Plans and Specifications dated July 2010 prepared by Webb Engineering & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within two hundred forty eight (248) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of seven million two hundred eighty thousand dollars (\$7,280,000) being the total of the base bid plus the following addenda: 1, 2, 3, 4, 5, 6, 7. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: Corporation
If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: ASR Constructors, Inc.
Address: 5230 Wilson St, Riverside 92509
Contractor's License No.: LO15395

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: N/A
Title: N/A

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: Alan Regoath

Name of Secretary of Corporation: Patricia Berry

Corporation is organized under the laws of State of California

Signature: _____

Title: President

Owner: COUNTY OF RIVERSIDE

Signature: Bob Buster

Title: Chairman - Board of Supervisors **BOB BUSTER**

Attest: Clerk - Board of Supervisors **KECIA HARPER-IHEM**

By: [Signature]

Title: DEPUTY

Affix Seal
If
Corporation

Site Development for the Riverside County Regional Medical Center Trauma/ Custody/ Urgent Care/ Sexual Assault Response Team Expansion, Phase 1, Phase 2, and Phase 3 (20063953)

FORM APPROVED COUNTY COUNSEL
BY: Marshall Victor 8/5/10
MARSHALL VICTOR DATE

FEB 08 2011 3.44

Company: Old Republic General Insurance Company

Policy Period 10/19/10 TO 10/19/11

ATTACHED TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED ASR Constructors, Inc.
A1CA98701000	Month/Day/Year 10/19/10	12:01 A.M. (x)	NOON	PRODUCER AND CODE CPG/SPEC. RISK RESOURCES INS AGCY, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who is An Insured:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - 1. The coverage or limits of this policy, or
 - 2. The coverage or limits required by said contract or agreement.

Schedule

Name of Person or Organization:

Where required by written contract.

San Piste Insurance Services West, Inc.

AUTHORIZED REPRESENTATIVE

See certificate

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Additional Insured Person(s)
or Organization(s)**

Location(s) of Covered Operations

Where required by written contract.

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where required by written contract.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Company: Old Republic General Insurance Company

Policy Period 11/23/10 TO 11/23/11

ATTACHED TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED ASR Constructors, Inc.
A1CG98701000	Month/Day/Year 11/23/10	12:01 A.M. (x)	NOON	PRODUCER AND CODE CPG/SPEC. RISK RESOURCES INS AGCY, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

ADDITIONAL INSURED PRIMARY WORDING

As Required By Written Contract

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule unless the other insurance is provided by a contractor other than you for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4 c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Schedule

Name of Person or Organization: Where required by written contract.

Non Risk Insurance Services West, Inc.

AUTHORIZED REPRESENTATIVE

See certificate

DATE

Company: Old Republic General Insurance Company

Policy Period 10/19/10 TO 10/19/11

ATTACHED TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED ASR Constructors, Inc.
A1CA98701000	Month/Day/Year 10/19/10	12:01 A.M. (x)	NOON	PRODUCER AND CODE CPG/SPEC. RISK RESOURCES INS AGCY, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – Business auto Conditions, A. – Loss Conditions, 5. – Transfer of Rights of Recovery Against Others to Us:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an “accident” or “loss” if::

- (1) The “accident” or “loss” is due to operations undertaken in accordance with a written contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any “accident” or “loss”

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights of lien to be reimbursed for any recovery funds obtained by any injured employee.

Schedule

Name of Person or Organization:

Where required by written contract.

San Risk Insurance Services West, Inc.

AUTHORIZED REPRESENTATIVE

See certificate

DATE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
CG 24 04 10 93**

**WAIVER OF TRANSFER OF
RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Endorsement Effective:	11/23/10 12:01 A.M. standard time	Policy No.: A1CG98701000
Named Insured: ASR Constructors, Inc.	<i>Alon Risk Insurance Services West, Inc.</i> (Authorized Representative)	

Schedule

Name of Person or Organization: Where required by written contract.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

OLD REPUBLIC GENERAL INSURANCE CORPORATION
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

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

Schedule

Name of Person or Organization: **When Required By Written Contract**

The premium charge for this endorsement is \$0.00

Named Insured	ASR Constructors, Inc..		
Policy Number	A1CW98701000		
Policy Period	10/1/10 to 10/1/11	Endorsement Effective Date:	10/1/10
Producer's Name:	Aon Risk Insurance Services West, Inc.		
Producer Number:			

Aon Risk Insurance Services West, Inc.

 AUTHORIZED REPRESENTATIVE

See certificate

 DATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2010

PRODUCER (909) 822-2221
 Kennedy & Sharp Insurance, Inc.
 17577 Arrow Blvd., #107
 P.O. Box 948
 Fontana CA 92334-

INSURED
 ASR Constructors, Inc.
 5230 Wilson Street
 Riverside CA 92509-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great American Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ _____ \$ _____ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER Builders Risk	IMP1548912	07/07/2010	07/07/2011	\$7,280,000 10,000 Ded								

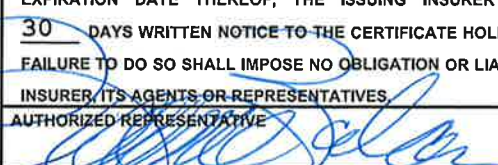
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Job: Site Development Riverside County Regional Medical Center/Trauma/Custody Project#20063953
 Certificate Holder is Named as Additional Insured

CERTIFICATE HOLDER

() - () -
 County of Riverside
 Economic Development Agency
 3403 10th Street, #500
 Riverside Ca 92501-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Bond No.: 8220-00-47
Issued in 5 Counterparts

Premium:\$68,670.00

PERFORMANCE BOND

The makers of this Bond, ASR Constructors, Inc., as Principal, and Federal Insurance Company as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of _____ Dollars (\$7,280,000).⁰⁰ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Seven million two hundred eighty thousand dollars 00/100

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated 1-21-11, 2010 for Site development for Riverside Co. Regional Medical Center Trauma/Custody/Urgent care/Sexual Assault Response Team Expansion Phase 1,2,and 3.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this 21st Day of January, ~~2010~~ 2011

ASR Constructors, Inc

(Firm Name - Principal)
5230 Wilson St., Riverside, CA
(Business Address)

Affix Seal
if
Corporation

By: Alan Regotti
(Signature - Attach Notary's Acknowledgment)
President
(Title)

Federal Insurance Company

(Corporation Name - Surety)

555 S. Flower St, #300, Los Angeles, CA 90071
(Business Address)

Affix
Corporate
Seal

By: Yvette Aceves
(Signature - Attach Notary's Acknowledgment)
Yvette Aceves
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Yvette Aceves and Newton Kellam of Irvine, California

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 6th day of October, 2010.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 6th day of October, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On Jan. 21, 2011 before me, Minh Quang Tran, a Notary Public
(Here insert name and title of the officer)

personally appeared Yvette Aceves -----

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On Jan. 21, 2011 before me, Minh Quang Tran, a Notary Public,
(Here insert name and title of the officer)

personally appeared Alan Regotti -----

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond

(Title or description of attached document)

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(Additional information)

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 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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- Securely attach this document to the signed document

**SECTION 006113.16
PAYMENT BOND**

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are ASR Constructors, Inc. as Principal and Original Contractor and ~~Federal Insurance Company~~, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated 1-21-2011, ~~2010~~ between Principal and County of Riverside, a public entity, as owner, for _____ dollars (\$ _____) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: Site development for Riverside County Regional Medical Center Trauma/Custody/Urgent Care/Sexual Assault Response Team Expansion - Phase 1, 2, and 3

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this 21st Day of January ~~2010~~ 2011

ASR Constructors, Inc.

(Firm Name - Principal)

5230 Wilson St., Riverside 92509

(Business Address)

By: Alan Regotti

(Signature - Attach Notary's Acknowledgment)

President

(Title)

Affix Seal
if
Corporation

Federal Insurance Company

(Corporation Name - Surety)

555 S. Flower St., #00 Los Angeles, CA

(Business Address)

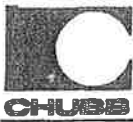
By: Yvette Aceves

(Signature - Attached Notary's Acknowledgment)

Yvette Aceves
ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix
Corporate
Seal



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Yvette Aceves and Newton Kellam of Irvine, California

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 6th day of October, 2010.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 6th day of October, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On Jan. 21, 2011 before me, Minh Quang Tran, a Notary Public
(Here insert name and title of the officer)

personally appeared Yvette Aceves -----

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

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

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
_____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On Jan. 21, 2011 before me, Minh Quang Tran, a Notary Public,
(Here insert name and title of the officer)

personally appeared Alan Regotti -----

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

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WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



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DESCRIPTION OF THE ATTACHED DOCUMENT

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(Title or description of attached document continued)

Number of Pages _____ Document Date _____

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(Title)

- Partner(s)
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RIVERSIDE COUNTY REGIONAL MEDICAL CENTER EXPANSION PROJECT

Addendum to Final Initial Study/Mitigated Negative Declaration

20063952



Prepared for
Riverside County
Economic Development Agency

June 2010



FEB 08 2011 3.44

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER EXPANSION PROJECT

Addendum to Final Initial Study/Mitigated Negative Declaration



Prepared for
Riverside County
Economic Development Agency

June 2010



626 Wilshire Boulevard
Suite 1100
Los Angeles, CA 90017
213.599.4300
www.esassoc.com

Oakland

Olympia

Petaluma

Portland

Sacramento

San Diego

San Francisco

Seattle

Tampa

Woodland Hills

207276.05

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- A. Notice of Determination
- B. Water Quality Management Plan
- C. Mitigation Monitoring and Reporting Program

COUNTY OF RIVERSIDE

Environmental Assessment Form: Addendum to Final Initial Study/Mitigated Negative Declaration

Environmental Assessment (E.A.) Number: 08430003953

Project Case Type (s) and Number(s): Addendum to Final Initial Study/Mitigated
Negative Declaration for the Riverside
County Regional Medical Center
Expansion Project

Lead Agency Name: County of Riverside Economic Development Agency

Address: 3404 10th Street, 4th Floor, Riverside, California 92501

Contact Person: Claudia Steiding, Senior Environmental Planner

Telephone Number: (951) 955-8174

I. Project Information and Background

A. Previous Environmental Documentation

In April 2007, the County of Riverside Economic Development Agency (lead agency) developed a Master Plan Study for the Riverside County Regional Medical Center (RCRMC) to determine future operation and expansion needs at the facility, based on growth anticipated for the region (HGA Architects and Engineers, 2007). The Master Plan Study recommends development of a new Plant Operations/Warehouse facility to provide approximately 50,000 square feet of additional space for maintenance, storage, and receiving functions. In addition, the Master Plan Study also recommends the development of additional parking facilities in order to support existing and future operations at the RCRMC.

In accordance with the Master Plan Study, in October 2009 the County proposed the expansion of the existing RCRMC by developing a Plant Operations/Warehouse facility and 820 additional parking spaces, in order to supplement current operations at the RCRMC. This project is herein referred to as the Original Project. The Initial

Study/Mitigated Negative Declaration (IS/MND) for the Original Project was circulated to the public for a 30-day comment period beginning on October 22, 2009 and ending on November 23, 2009. The Final IS/MND for the Original Project was approved by the Board of Supervisors on January 19, 2010 (please refer to **Appendix A** of this Addendum for the Notice of Determination for the Original Project). The Final IS/MND is summarized here and is incorporated by reference. Since approval of the Final IS/MND for the Original Project, minor modifications have been proposed to the Original Project and additional information has become available since approval of the Original Project. Accordingly, this Addendum to the Final IS/MND has been prepared in order to analyze the potential impacts resulting from the new project (herein referred to as the Revised Project), and compare them to the impacts identified as part of the Original Project.

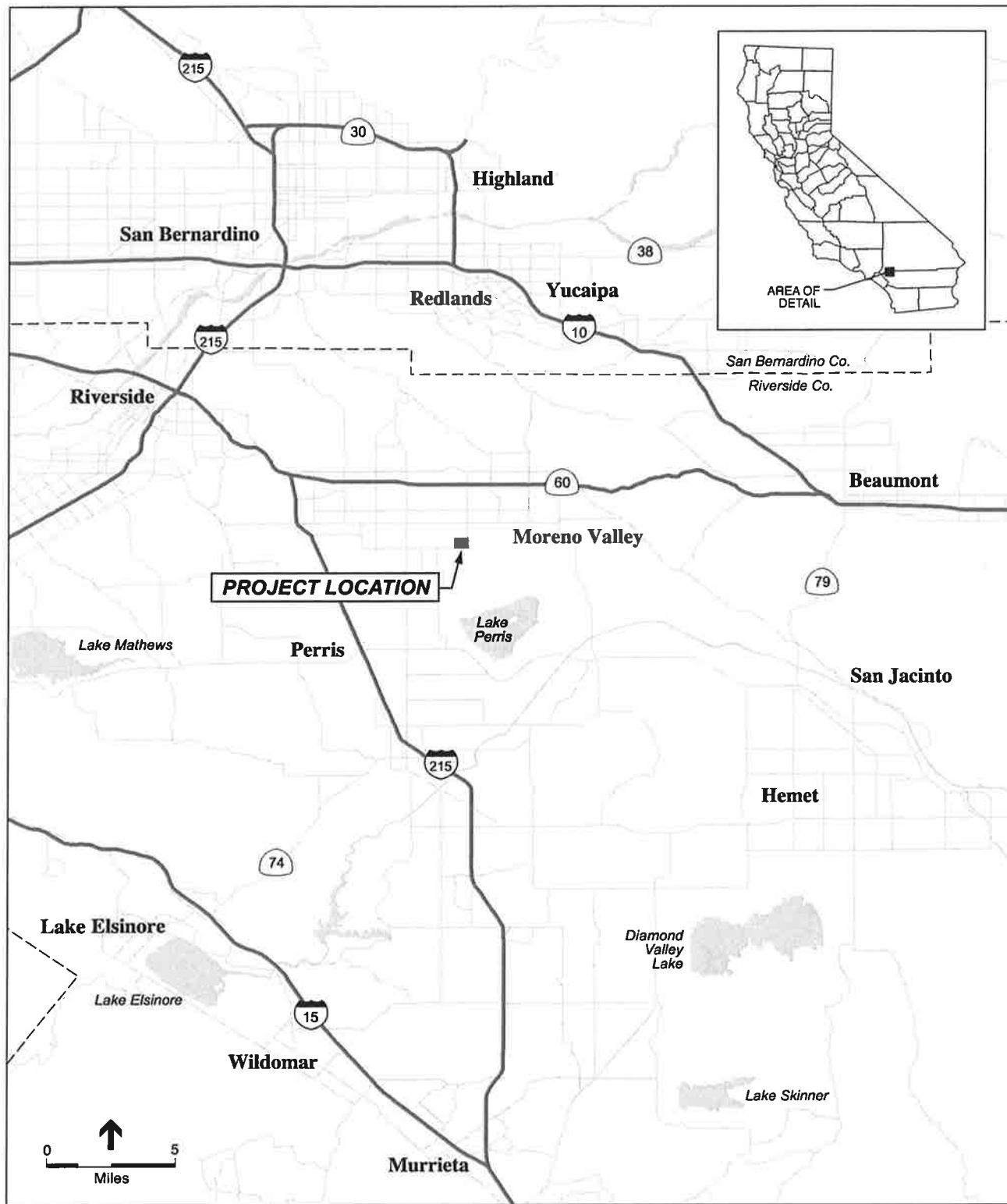
B. Original Project

As shown in **Figure 1.1**, the existing RCRMC is located south of State Road 60 and east of Interstate 215, at 26520 Cactus Avenue in the City of Moreno Valley. As discussed in the Final IS/MND for the Original Project, the RCRMC currently contains maintenance shops and storage areas within the main facility, which are presently overcrowded with equipment and supplies. Due to space limitations, equipment maintenance and repair activities cannot occur in an efficient manner, and storage areas for hospital supplies are at full capacity. As stated above, the Original Project provided for a Plant Operations/Warehouse facility in order to provide for additional space for maintenance, storage, and delivery operations. In addition, the Original Project also proposed the construction of an additional 820 parking spaces to support existing and future operations. All components of the Original Project were consistent with the Master Plan Study prepared for the RCRMC (HGA Architects and Engineers, 2007).

Original Project Components

Below is a brief description of the project components associated with the Original Project:

1. *Plant Operations/Warehouse.* The Original Project included the construction of an approximate 50,000 square-foot Plant Operations/Warehouse facility in order to supplement the maintenance, storage, and receiving functions at the existing RCRMC. The services provided by the Plant Operations/Warehouse facility would be divided between plant operations services and materials management services. Plant operations services would include craft support (i.e., electrical, plumbing and painting), maintenance services, bio-medical engineering activities, and repairs and construction services for the existing RCRMC facility. Materials management services would include warehousing and storage of bulk supplies, servicing of soiled linens, distribution of clean linens, as well as the breakdown and distribution of various other materials and supplies to the main RCRMC hospital facility. In addition, the Original



SOURCE: Riverside County, 2007.

Riverside County Regional Medical Center Expansion Project . 207276.05

Figure 1.1
Regional Location Map

Project also included installation of a diesel generator and associated fuel storage tank in order to ensure emergency power supply to the proposed Plant Operations/Warehouse facility.

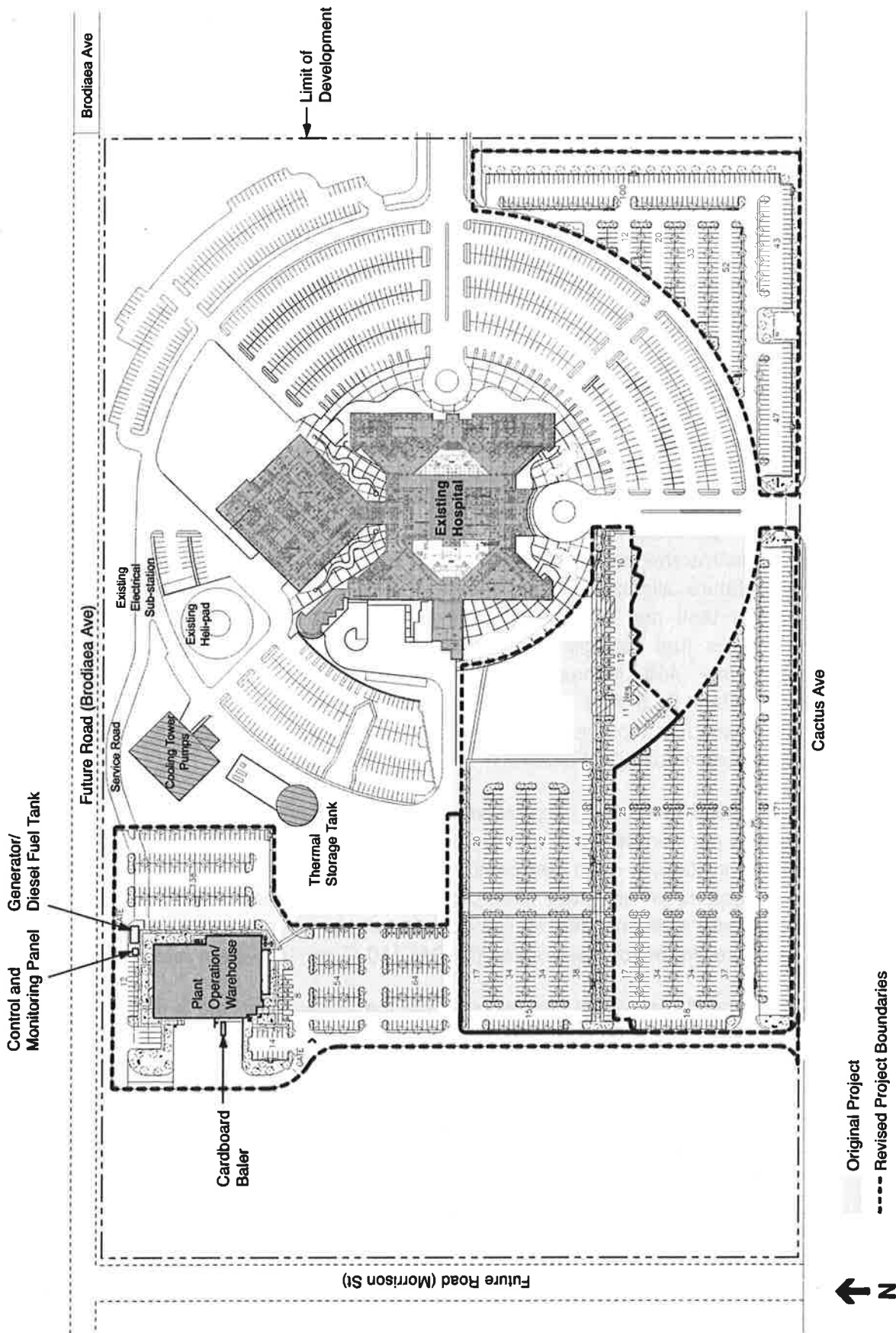
2. *Parking Expansion.* The Original Project included the reconfiguration of existing parking to accommodate approximately 820 new parking spaces at the RCRMC.
3. *Landscaping.* The parking lot landscape plan for the Original Project included shade trees in diamond planters within the interior of the parking lot, as well as other shade trees located along the perimeter of the parking lot. The landscape plan for the Original Project included, but was not limited to, screening materials such as: green screens or green wall fencing; shrubby trees, including low shrub and umbrella-type shade trees; and partial block and wrought iron walls. The landscape plan was designed to include landscaping around the Plant Operation Warehouse, the area of the proposed parking expansion, the area between the parking expansion and the existing RCRMC facility, and along the southern boundary of the project site adjacent to Cactus Avenue. The landscape plan for the Original Project was designed to be consistent with the requirements of Riverside County Policy H-25 and with Riverside County Ordinance 859 regarding water efficient landscaping.

Original Project Construction

Construction for the Original Project was anticipated to begin in February 2010 and continue for approximately seven months, ending in early August 2010. Operation of the Original Project was anticipated to begin in late August 2010. The Original Project proposed no significant demolition as no structures exist in the area of development. Under the Original Project, the existing parking would be reconfigured, requiring removal of a portion of the surface lot located to the southwest of the main RCRMC facility. The unpaved portions of the project site had previously been rough graded, and as a result, only fine grading was proposed for the Original Project, followed by the completion of necessary trenching and compacting for utility hookups. The Original Project assumed that earthwork would involve approximately 10,000 cubic yards of soil that would be balanced on-site.

C. Revised Project

As stated above, the Original Project has been modified and is referred to herein as the Revised Project. Similar to the Original Project, all components associated with the Revised Project are in accordance with the recommendations of the Master Plan Study (HGA Architects and Engineers, 2007). Please refer to **Figure 1.2** for an illustrated comparison of the Original Project components to the Revised Project components.



Riverside County Regional Medical Center Expansion Project . 207276.05
Figure 1.2
 Revised Project Components

SOURCE: HGA Architects and Engineers, 2010

Revised Project Components

Similar to the Original Project, the Revised Project would also include construction of the proposed Plant Operations/Warehouse facility and reconfiguration of existing parking. Below is a description of the project components associated with the Revised Project:

1. *Plant Operations/Warehouse.* The Revised Project proposes to construct the same 50,000 square-foot Plant Operations/Warehouse facility as proposed by the Original Project. All elements of the Plant Operations/Warehouse facility described above in Section II, *Original Project* (including the capacity, design, bulk, massing and square footage of the proposed structure) would remain the same for the Revised Project.
2. *Generator:* Similar to the Original Project, the Revised Project proposes to install a diesel-powered generator in order to ensure emergency power supply to the proposed Plant Operations/Warehouse facility, should electricity from the local grid fail. This generator would supplement the existing emergency power supply generator currently established at the RCRMC. As illustrated in Figure 1.2, the proposed generator would be located north of the proposed Plant Operations/Warehouse facility and south of the project boundary along Brodiaea Avenue (future alignment). The generator would also include a 7,000 gallon diesel fuel tank and a control and monitoring panel. Overall the generator, including the fuel storage tank, would have a length, width and height of approximately 414 inches, 144, inches, and 193.5 inches, respectively (approximately 34.5 feet x 12 feet x 16 feet). More information about the generator and fuel storage tank has become available since the Original Project and is therefore described below.

The proposed generator engine would have a maximum speed of 1,800 revolutions per minute (rpm) and would consist of the following components: a lubrication system, a main fuel pump, a governor, a cooling system, an engine exhaust system, an air intake filter, batteries, and an automatic battery charger. The generator's engine and all components would be required to comply with National Fire Protection Association (NFPA) 110, Type 10 system requirements.

The associated diesel fuel tank would have the capacity to hold a maximum of 7,000 gallons of diesel fuel, which would be used to power the generator's engine. The diesel fuel tank would be located aboveground, would be housed within the generator cabinet, and would include two separate tanks: the day tank and the overflow tank. The day tank would be contained within an integral rupture basin that would have approximately 150 percent of the nominal capacity of the day tank. The day tank would also be equipped with a leak detector located within the rupture basin, which would provide audible and visual alarms in the event of a day tank leak. The second tank, the overflow tank, would have the same features, alarms and components as the day tank. All components of the diesel fuel tank would be required to adhere to NFPA 30 requirements, as well as

comply with Underwriters Laboratories Standard for Safety for the Aboveground Storage of Flammable and Combustible Liquids (UL-142).

As discussed above, the diesel generator would be accompanied by a control and monitoring panel that would be housed within a freestanding structure located adjacent to, and west of, the diesel generator (refer to Figure 1.2). The control and monitoring panel would include, but not be limited to, the following components: operating and safety lighting indications, protective devices, basic system controls, engine gauges, instrument transformers, generator disconnect switch or circuit breaker, as well as other protective devices and controls as required by NFPA 110 for level 2 Systems. The diesel generator would be housed in a walk-in type, weatherproof enclosure that would be constructed of a minimum of 14-gauge aluminum, double wall and roof construction, with three-inch fiberglass insulation. With this housing type, the diesel generator's sound attenuation would be 85 decibels (db), at a distance of three feet from the walk-in housing structure. Attenuation would be even greater at the adjacent northern property line, due to intervening distance, landscaping and parking areas. The diesel generator could be controlled and monitored both automatically and manually. Please refer to **Figure 1.3**, for an electrical single line diagram of the proposed diesel generator.

3. *Cardboard Baler*: As illustrated in Figure 1.2, the Revised Project is proposing the addition of one cardboard baler that would be located adjacent to, and west of, the proposed Plant Operations/Warehouse facility. Although plans have not been finalized, it is anticipated that the baler would be supplied by Marathon Equipment Company, and would consist of the 10 horsepower (hp), V-4830-HD Vertical Baler model. The proposed cardboard baler would have an overall width, depth and height of approximately 79.75 inches, 54.5 inches, and 140 inches, respectively (approximately 6.6 feet x 4.5 feet x 11.7 feet). The bale itself, which compresses the cardboard waste into bundles, would have a width, depth and height of approximately 48 inches, 30 inches, and 48 inches, respectively (approximately 4 feet x 2.5 feet x 4 feet). The bale would have a volume capacity of 40 cubic feet and would weigh approximately 900 pounds (lbs). The total weight of the cardboard baler would be approximately 3,900 lbs. It should be noted that a cardboard baler was not proposed as part of the Original Project.
4. *Landscaping*: Similar to the Original Project, the Revised Project proposes the placement of landscaping throughout all areas of the project site proposed for development, including along the perimeter of the project site and Cactus Avenue. The Revised Project would include landscaping adjacent to the Plant Operations/Warehouse facility, throughout all areas proposed for parking lots, and along the northern, southern and eastern borders of the project site. Similar to the Original Project, the landscape plan for the Revised Project would include shade trees in diamond planters within the interior of the parking lot, as well as other shade trees located along the perimeter of the parking lot areas. The

Revised Project landscape plan would include, but would not be limited to, screening materials such as green screens or green wall fencing; shrubby trees, including low shrub and umbrella-type shade trees; and partial block and wrought iron walls. As mentioned above, the landscape plan for the Revised Project is also designed to include ample landscaping along the southern boundary of the project site adjacent to Cactus Avenue, and at the proposed entrance to the RCRMC facility, also located along Cactus Avenue. The landscape plan is designed to be consistent with the requirements of Riverside County Policy H-25 and with Riverside County Ordinance 859 regarding water efficient landscaping.

5. *Stormwater Drainage Facilities/Catch Basins*: Stormdrain lines are proposed as part of the Revised Project in order to convey all on-site stormwater drainage to Riverside County Flood Control and Water Conservation District's (RCFCWCD) Master Drainage Plan Line-J, which resides in Cactus Avenue directly south of the project site. A connection to Line-J via a catch basin is also proposed near the new driveway entry located on Cactus Avenue in order to help mitigate potential flows off-site. As demonstrated in **Figure 1.4**, the Revised Project is proposing the development of two main treatment control Best Management Practices (BMPs), nutrient separating baffle boxes and curb inlet baskets. These design elements were included to further mitigate the potential for polluted runoff to leave the project site and enter receiving waters. The curb inlet baskets would be installed for all existing and proposed catch basins throughout the project site, while one baffle box would be installed at each down stream tributary area. Maintenance for the curb inlet baskets would be required every two years and would include vacuuming out the curb inlet basket's contents. Maintenance for the baffle boxes would be required annually, and would involve vacuuming out the sedimentation chamber's contents.

As discussed in the project-specific Water Quality Master Plan (WQMP) (refer to **Appendix B** of this Addendum), the Revised Project would not require a 1601 Streambed Alteration Agreement from the California Department of Fish and Game (CDFG), a Clean Water Act (CWA) 401

Water Quality Certification from the State Water Resources Control Board (SWRCB), a CWA Section 404 permit from the U.S. Army Corps of Engineers (USACE), or an Endangered Species Act (ESA) Section 7 take authorization from the U.S. Fish and Wildlife Service (USFWS).

FEEDER SCHEDULE					
DESIGNATION	RATED AMP/AMP		DESIGNATION	RATED AMP/AMP	
1	20A	4#12 (H), 1#12 (G) -34°C.	10	2000A	5 SETS 4#600 KCABLE (H), 1#2
2	100A	4#1 (H), 1#4 (G) -1 1/2°C.	11	2500A	6 SETS 4#600 KCABLE (H), 1#3
3	150A	4#10 (H), 1#6 (G) -2°C.	12	3000A	8 SETS 4#600 KCABLE (H), 1#4
4	175A	4#10 (H), 1#6 (G) -2°C.	13	350A	4#500 KCABLE (H), 1#2 (G) -3 1/2
5	200A	4#10 (H), 1#6 (G) -2 1/2°C.	14	125A	4#1 (H), 1#6 (G) -2°C.
6	225A	4#10 (H), 1#6 (G) -2 1/2°C.	15	-	SEE EQUIPMENT SCHEDULE AND CONFIGURATION
7	400A	4#600 KCABLE (H), 1#2 (G) -4°C.	16	30A	4#10 (H), 1#10 (G) -34°C
8	450A	2 SETS 4#600 (H), 1#2 (G) -2 1/2°C.	17	60A	4#4 (H), 1#10 (G) -1 1/4°C
9	1000A	3 SETS 4#500 KCABLE (H), 1#20 (G) -3 1/2°C.			

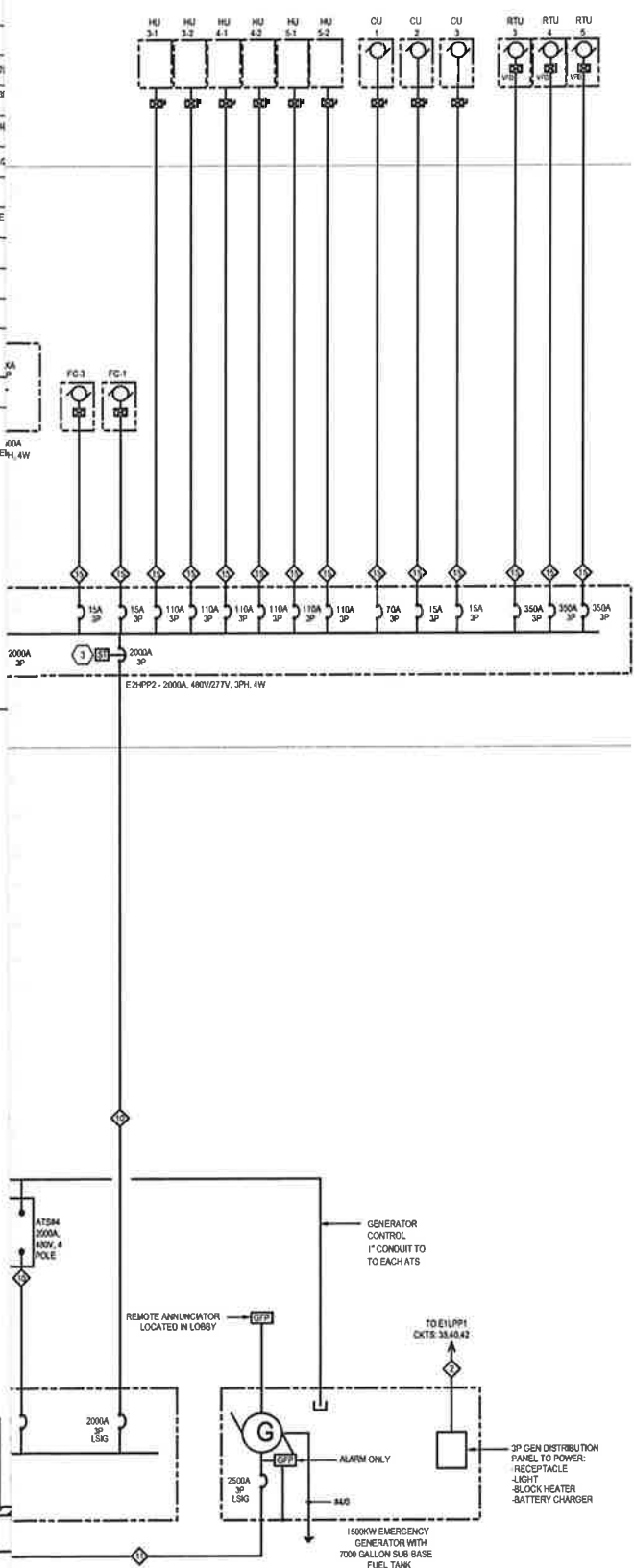
GENERAL NOTES

- COORDINATE OVERCURRENT PROTECTION TYPE AND SIZE OF LSS EQUIPMENT WITH LSS EQUIPMENT MANUFACTURER.
- COORDINATE OVERCURRENT PROTECTION TYPE AND SIZE OF MECHANICAL EQUIPMENT WITH MECHANICAL EQUIPMENT MANUFACTURER.
- MOBIL LOAD CALCULATION:**
 EHPP1 TOTAL: 70.4KVA
 1LPP1 (T-1):
 1LPP2 - 23.9KVA
 1LPP3 - 13.1KVA
 1LPP4 - 11.1KVA
 1LPP5 - 10.9KVA
 1LPP6 - 15.4KVA
 1LPP1 (T-1) TOTAL: 84.7KVA
 2HPP1:
 2LPP1 (T-4) TOTAL: 98.8KVA
 2LPP2 - 24.2KVA
 2LPP3 - 14.3KVA
 2LPP4 - 16.7KVA
 2LPP5 - 14.1KVA
 2LPP6 - 3.9KVA
 2LPP7 - 17.7KVA
 MECHANICAL EQUIP - 2.7KVA
 2HPP1 TOTAL: 101.8KVA
 2HLP1 LOAD: 31.9KVA
 A LOAD: 99.2KVA
 1HLP1 LOAD: 24.4KVA
 RTU-1 LOAD: 79.3KVA
 RTU-2 LOAD: 79.3KVA
 E1HPP1 (ATS#1):
 E1LPP1 (T-2) - 28KVA
 E2HLP1 - 5.7KVA
 E1HLP1 - 11.7KVA
 E1HPP1 TOTAL: 42.4KVA
 E1HPP2 (ATS#2):
 E1LPP2 (T-3) - 18.2KVA
 ELEVATOR - 51.7KVA
 MECH LOAD - 1.1KVA
 E1HPP2 TOTAL: 81.7KVA
 E2LPSA LOAD:
 PDUA1 - 148.2KVA
 PDUA2 - 128.5KVA
 E2LPSA TOTAL LOAD: 276.7KVA
 E2LPSB LOAD:
 PDUB1 - 148.2KVA
 PDUB2 - 122.1KVA
 E2LPSB TOTAL LOAD: 270.3KVA
 E2HPP1 LOAD: 54.7KVA (REDUNDANT FOR LOAD CALC)
 E2HPP2 (MECHANICAL EQUIP) LOAD: 1154.3KVA
MOB1 TOTAL LOAD: 2236.2KVA = 2173.6A @ 480V 3P

EDB1 LOAD CALCULATION:
 E1HPP1 (ATS#1):
 E1LPP1 (T-2) - 28KVA
 E2HLP1 - 5.7KVA
 E1HLP1 - 11.7KVA
 E1HPP1 TOTAL: 42.4KVA
 E1HPP2 (ATS#2):
 E1LPP2 (T-3) - 18.2KVA
 ELEVATOR - 51.7KVA
 MECH LOAD - 1.1KVA
 E1HPP2 TOTAL: 81.7KVA
 E2LPSA LOAD:
 PDUA1 - 148.2KVA
 PDUA2 - 128.5KVA
 E2LPSA TOTAL LOAD: 276.7KVA
 E2LPSB LOAD:
 PDUB1 - 148.2KVA
 PDUB2 - 122.1KVA
 E2LPSB TOTAL LOAD: 270.3KVA
 E2HPP1 LOAD: 54.7KVA (REDUNDANT FOR LOAD CALC)
 E2HPP2 (MECHANICAL EQUIP) LOAD: 1154.3KVA
EDB1 TOTAL LOAD: 1803.4KVA = 2174.1A @ 480V 3P

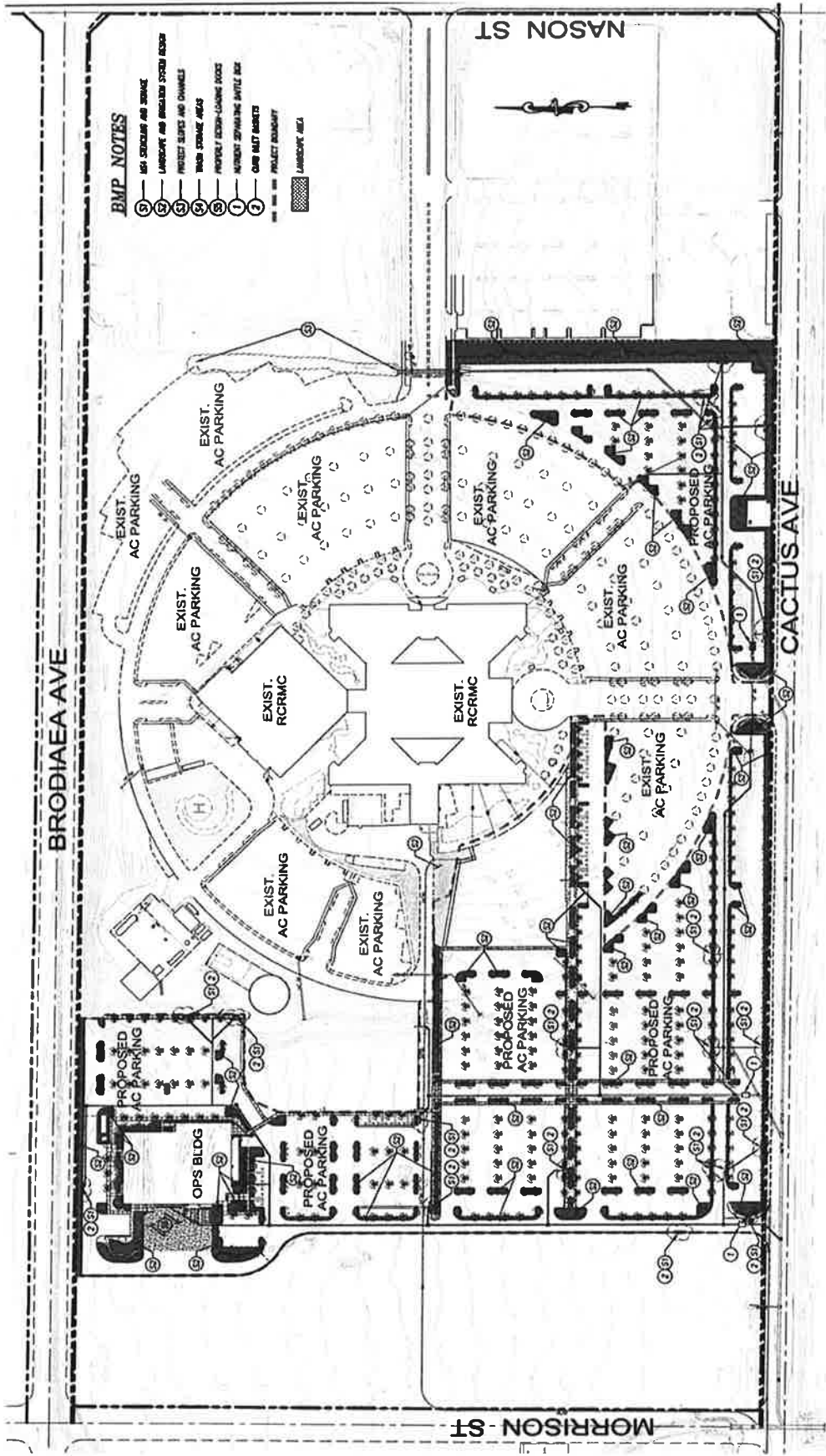
SHEET NOTES

- UPPER GROUND PER NEC ART. 250.
- GROUNDING CONNECTION TO NEAREST ACCESSIBLE BUILDING STEEL AND COLD WATER PIPE PER NEC ART. 250.
- SHUNT TRIP DEVICE WIRED TO EPO PANEL, TYPICAL FOR E.
- SOLENOID KEY RELEASE UNIT INTERCONNECTION



LEVEL 1

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- BMP NOTES**
- ⑤ - SWS STRUCTURE AND SERVICE
 - ⑥ - LANDSCAPE AND BARRIERS SYSTEM DESIGN
 - ③ - PROJECT SWALES AND CHANNELS
 - ④ - TRASH STORAGE AREAS
 - ② - PERMEABLE PAVING/GRASSING DECKS
 - ① - NUTRIENT SEPARATING BATTLE BOX
 - ⑦ - CURB INLET SUBSETS
- PROJECT BOUNDARY
- ▨ LANDSCAPE AREA



SOURCE: Penco Engineering, 2010

Riverside County Regional Medical Center Expansion Project . 207276.05
Figure 1.4
 Water Quality Management Plan
 Site Plan

6. *Parking Construction/Reconfiguration:* As shown in **Table 1.1** below, the Revised Project proposes the construction of 1,526 additional parking spaces at the RCRMC facility. However, the Revised Project would also require the removal of 198 existing parking spaces currently located at the RCRMC in order to accommodate the Revised Project's design. Therefore, considering the existing spaces that would be removed, the Revised Project would add a total of 1,328 new parking spaces to the project site. When the Revised Project's parking spaces are added to the 1,562 parking spaces currently existing at the RCRMC, total available parking at the RCRMC would be approximately 2,890 parking spaces at full build-out of the Revised Project.

As mentioned above, the Original Project proposed the addition of 820 parking spaces at the project site for a total of 2,382 spaces at the RCRMC. In comparison, the Revised Project would provide a total of 2,890 parking spaces, or approximately 500 more parking spaces than the Original Project.

**TABLE 1.1
PARKING CALCULATIONS FOR REVISED PROJECT**

Parking Phase	Number of New Parking Spaces	Number of Existing Parking Spaces Removed	Total Net Parking Spaces
Revised Project	1,526	198	1,328
Existing RCRMC Spaces	--	--	1,562
GRAND TOTAL	+1,526	-198	2,890

7. *Perimeter Roadway Improvements:* The project is proposing perimeter roadway improvements along the southern border of the project site, along Cactus Avenue. Improvements to Cactus Avenue would be minor and would consist of redeveloping the roadway to include a curb cut.

Revised Project Construction

Construction of the Revised Project is anticipated to begin in August 2010. Construction of the Plant Operations/Warehouse facility is anticipated to take approximately ten to 14 months, depending on construction bid results. Other site work, including construction of the expanded parking areas, is anticipated to take approximately eight months. Construction activities associated with the Revised Project are anticipated to end in late October 2011, after which operation of the Revised Project would begin in November 2010. Similar to the Original Project, the Revised Project would require no significant demolition as no structures currently exist in the area of development. The Revised Project would require removal of the man-made bioswale located in the southeast corner of the project site in order to accommodate more on-site parking spaces. The unpaved portions of the project site have been rough graded, and as a result, only fine grading is proposed for the Revised Project, followed by the completion of necessary trenching and

compacting for utility hookups. Earthwork associated with the Revised Project would require approximately 4,620 cubic yards of cut and 10,850 cubic yards of fill. The Revised Project would require approximately 6,230 cubic yards of soil to be imported to the project site.

Level of CEQA Review

Development projects within California are required to undergo an environmental review to determine the environmental impacts associated with implementation of the project, in accordance with the California Environmental Quality Act (CEQA). As discussed in Section 15164(a)(b) of the *CEQA Guidelines*, an Addendum to an MND may be prepared should the following conditions exist:

- (a) *The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.*
- (b) *An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.*

As stated above, the components proposed as part of the Revised Project do not differ substantially from the components proposed under the Original Project; all Revised Project components are proposed in accordance with the recommendations of the previously-approved Master Plan Study. Furthermore, the Revised Project does not meet any of the conditions described in Section 15162 of the *CEQA Guidelines*. Therefore, the Riverside County Economic Development Agency has concluded that an addendum to the previously-approved Final IS/MND is the appropriate document to analyze potential environmental impacts from the Revised Project. Please refer to **Appendix C** of this Addendum for the Mitigation Monitoring and Reporting Plan (MMRP) for the Revised Project.

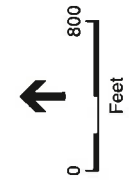
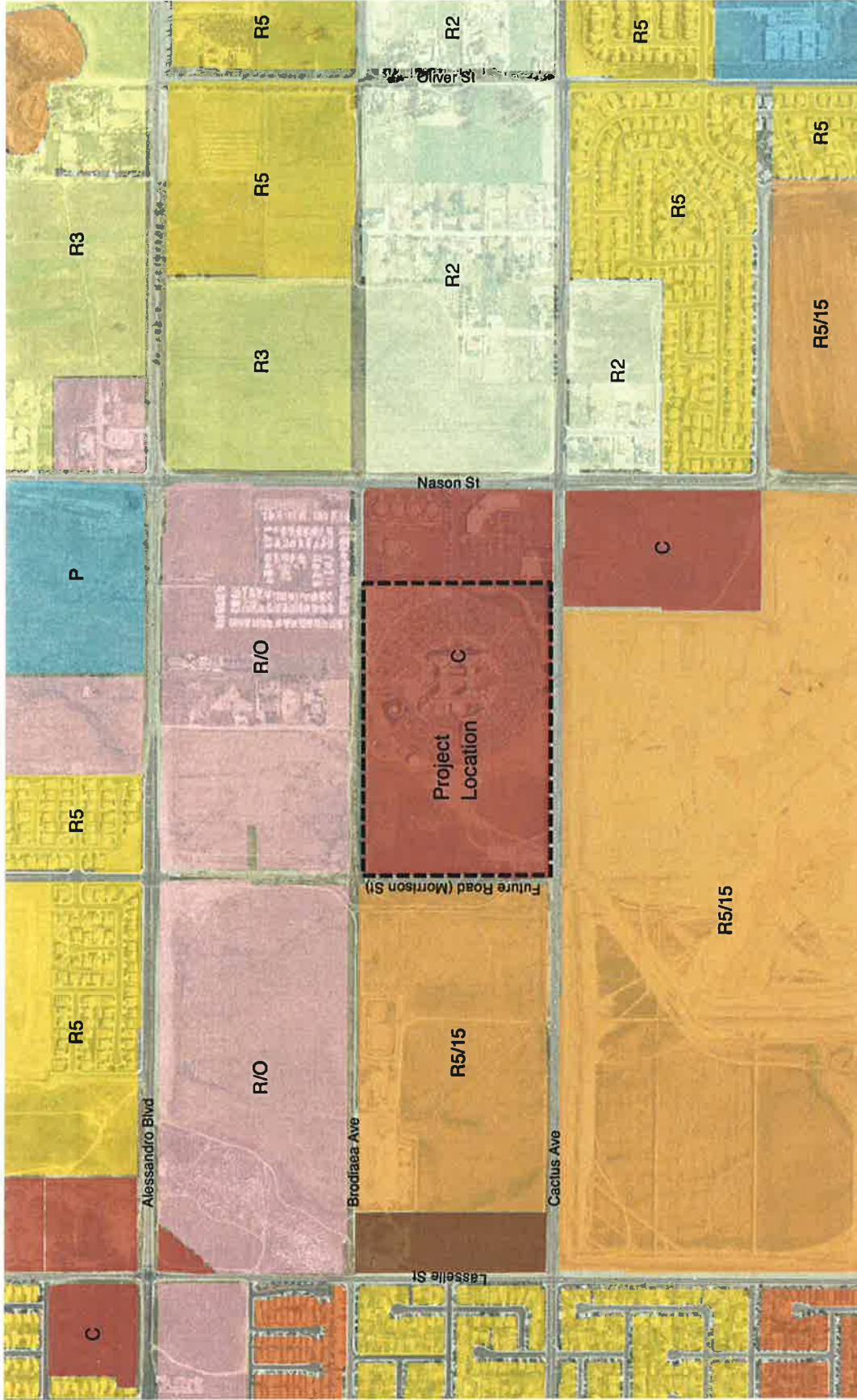
The following discussion provides additional information about the project site and the Revised Project, including land use and zoning designations, surrounding land uses, and applicable regulations.

- A. **Type of Project:** Site Specific ; Countywide ; Community ; Policy
- B. **Total Project Area:** Approximately 20 acres.
- C. **Assessor's Parcel No(s):** 486280025, 486280026, 486280037.
- D. **Street References:** The southeast corner of Brodiaea Avenue and Morrison Street (future extension), Moreno Valley, California.
- E. **Section, Township, and Range Description or reference/attach a Legal Description:** Section 16, Township 3 South, Range 3 West (USGS 7.5' Quadrangle for Sunnymead).
- F. **Brief description of the existing environmental setting of the project site and its surroundings:**

Project Site: The project site is currently vacant and has been rough graded; no mature vegetation appears on-site though disturbed desert scrub is sparsely scattered throughout. The areas adjacent to the project site consist of structures and parking lots associated with the existing RCRMC operations. The land use designation for the site is Commercial (C) (City of Moreno Valley, 2009a). The project site is zoned Community Commercial (CC) (City of Moreno, 2009b). Refer to **Figure 1.5** and **Figure 1.6** for the general plan land use and zoning designations applicable to the project site.

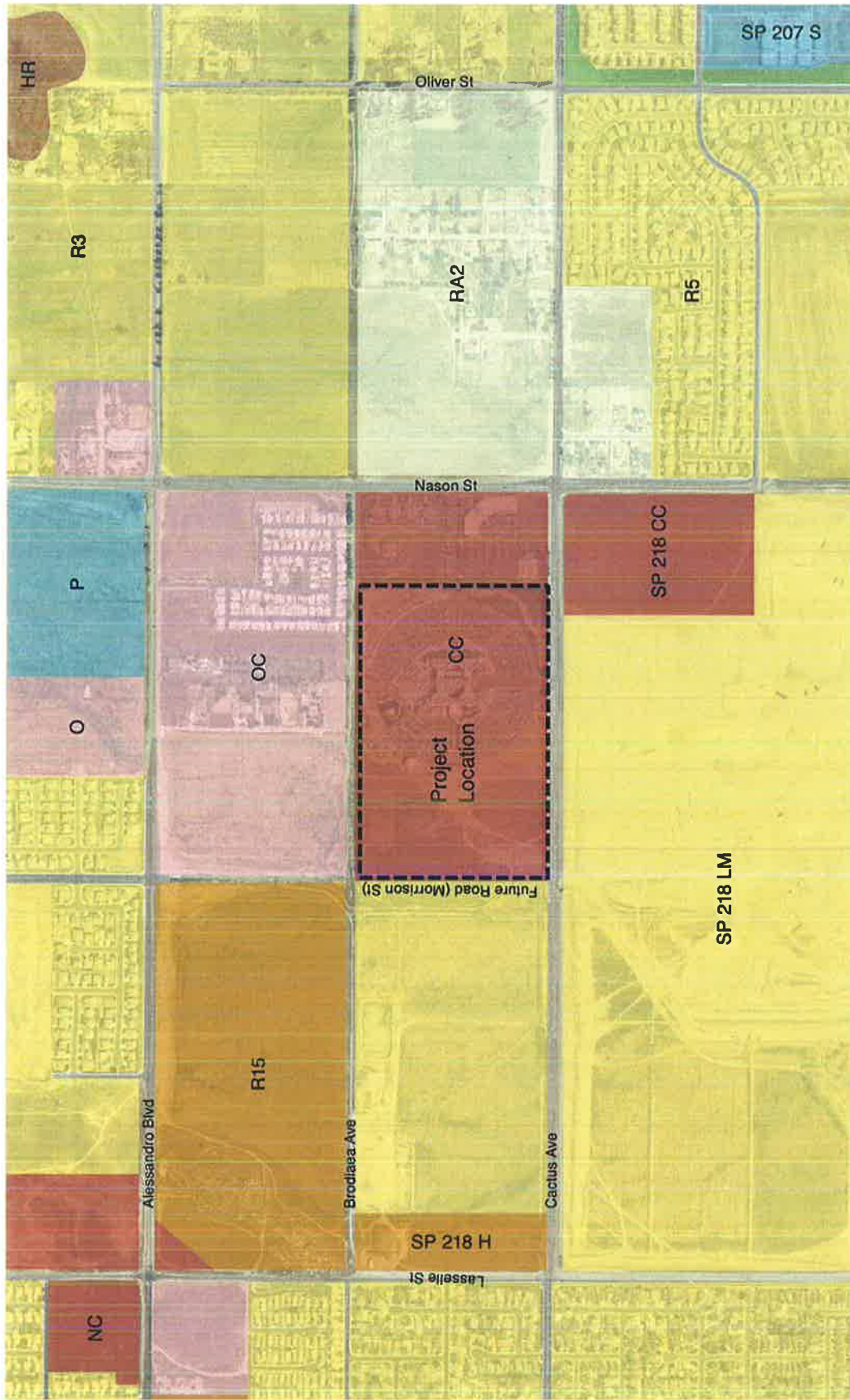
Surrounding Area: The project site is surrounded primarily by vacant land, with some commercial and residential land uses dispersed throughout. The paragraphs below provide a more detailed overview of the land uses, general plan designation and zoning classifications currently surrounding the project site.

North Land Uses: Brodiaea Avenue borders the project site to the north, followed by vacant parcels with a land use designation of Residential/Office (RO) and zoned for Office Commercial (O/C) uses. Land northwest of the project site is vacant and designated for RO land uses. Land to the northeast of the project site is also located within the RO land use designation and is comprised of single- and multi-family residential developments. Further

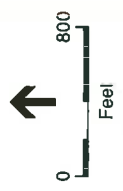


- Residential: Max. 2 du/ac
- Residential: Max. 3 du/ac
- Residential: Max. 5 du/ac
- Residential: Max. 10 du/ac
- Residential: Max. 15 du/ac
- Residential/ Office
- Commercial
- Public Facilities

SOURCE: GlobeXplorer; Riverside County and City of Moreno Valley; ESA, 2009
 Riverside County Regional Medical Center Expansion Project - 207276.05
Figure 1.5
 Existing Land Use Designations



- Community Commercial
- Office Commercial
- Residential Agriculture 2 Dwellings/Acre
- Large Lot Residential
- Open Space/ Park
- Suburban Residential
- Multi-family
- Public Facilities



Riverside County Regional Medical Center Expansion Project . 207276.05
Figure 1.6
 Existing Zoning Map

SOURCE: GlobeXplorer, Riverside County and City of Moreno Valley, ESA, 2009

northwest of the project site, at the northwest corner of Brodiaea Avenue and Morrison Street, parcels have a land use designation of RO and a zoning designation of Multi-Family Residential (R15) (City of Moreno Valley, 2009a and 2009b).

East Land Uses: East of the RCRMC, at the southeast corner of Cactus Avenue and Nason Street, parcels contain a land use and zoning designation of C and CC, respectively (City of Moreno Valley, 2009a and 2009b). This land is developed with single-family residential structures. Land uses further east of the site, beyond Nason Street, consist of vacant land with a land use and zoning designation of Residential (R2) (assigned a permitted maximum of two dwelling units per acre). Parcels to the southeast of the project site, at the southeast corner of Cactus Avenue and Nason Street, contain a land use and zoning designation of R2 and Residential/Agriculture Residential/Agriculture (RA2), respectively. Similar to a zoning designation of R2, parcels with a zoning designation of RA2 also have a permitted maximum of two dwelling units per acre (City of Moreno Valley, 2009b). This land is currently developed with a cluster of single-family residential structures.

South Land Uses: Immediately south of the project site is Cactus Avenue, beyond which consists of vacant land with a land use designation of Residential (R5/R15) and a zoning designation of Suburban Residential (SP 218 LM). This land is allowed a permitted maximum of either five or 15 residential units per acre. Southwest of the project site, at the southwest corner of Cactus Avenue and Nason Street, is vacant land with a land use and zoning designation of C and CC, respectively (City of Moreno Valley, 2009a and 2009b).

West Land Uses: Immediately west of the project site is the future extension of Morrison Street, beyond which consists of vacant land with a land use and zoning designation of R5/R15 and Suburban Residential (SP 218 H), respectively. Vacant land is also present to the northwest of the project site, at the corner of Brodiaea Avenue and Morrison Street, and to the southwest of the project site, beyond Cactus Avenue. Land to the southwest of the project site has a land use designation of R5/R15 and a zoning designation of SP 218 LM.

II. Applicable General Plan and Zoning Regulations

A. General Plan Elements/Policies:

1. **Land Use Designation:** Chapter 3: Land Use Element of the *Riverside County Integrated Project General Plan* (2003a).
2. **Circulation:** Chapter 4: Circulation Element of the *Riverside County Integrated Project General Plan* (2003a).

3. **Multipurpose Open Space:** N/A
 4. **Safety:** Chapter 6: Public Safety Element of the *Riverside County Integrated Project General Plan (2003a)*.
 5. **Noise:** Chapter 7: Noise Element of the *Riverside County Integrated Project General Plan (2003a)*.
 6. **Housing:** N/A
 7. **Air Quality:** Chapter 9: Air Quality Element of the *Riverside County Integrated Project General Plan (2003a)*.
- B. **General Plan Area Plan(s):** Reche Canyon/Badlands Area Plan (Riverside County Planning Department (2003b)).
 - C. **Foundation Component(s):** N/A
 - D. **Land Use Designation(s):** Commercial (City of Moreno Valley, 2009a).
 - E. **Overlay(s), if any:** N/A
 - F. **Policy Area(s), if any:** N/A
 - G. **Adjacent and Surrounding Area Plan(s), Foundation Component(s), Land Use Designation(s), and Overlay(s) and Policy Area(s), if any:** Residential/Office (R/O), Residential (R2/R5/R15), and Commercial (City of Moreno Valley, 2009a).
 - H. **Adopted Specific Plan Information:**
 1. **Name and Number of Specific Plan, if any:** N/A
 2. **Specific Plan Planning Area, and Policies, if any:** Reche Canyon/Badlands Area Plan (Riverside County Planning Department (2003b)).
 3. **Existing Zoning:** Community Commercial (CC) (City of Moreno Valley, 2009b).
 4. **Proposed Zoning, if any:** The proposed project would be consistent with the existing Community Commercial (CC) zoning designation. No zoning changes are proposed.

5. Adjacent and Surrounding Zoning:

North:	Office Commercial (OC) and Multi-Family Residential (R15)
East:	Residential/Agriculture (RA2), Suburban Residential (R5)
South:	Residential (R5 or R15)
West:	Suburban Residential (SP 218 H)

III. Environmental Factors Potentially Affected

The environmental factors checked below (☒) would be potentially affected by the Revised Project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

- | | | |
|--|--|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Agriculture Resources | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Recreation |
| <input checked="" type="checkbox"/> Air Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Transportation/Traffic |
| <input checked="" type="checkbox"/> Biological Resources | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Utilities/Service Systems |
| <input checked="" type="checkbox"/> Cultural Resources | <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> Other |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Population/Housing | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

IV. Environmental Issues Assessment

This Addendum to the Final IS/MND for the Original Project has been prepared to determine the level of environmental impacts that would result from the construction and operation of the Revised Project, in accordance with CEQA (*Public Resource Code Section 21000-21178*) and *California Code of Regulations Section 15063*. The following sections provide an analysis of the Original Project as provided in the Final IS/MND (text in *italics*) as well as an analysis of the Revised Project (standard text). Following the analysis of the Revised Project, a summary of differences between the Original Project and the Revised Project has been provided, in order to ensure impacts associated with the two projects are appropriately compared.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
AESTHETICS - Would the project:				
1. Scenic Resources				
a) Have a substantial effect upon a scenic highway corridor within which it is located?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and unique or landmark features; obstruct any prominent scenic vista or view open to the public; or result in the creation of an aesthetically offensive site open to public view?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SOURCE: Riverside County Integrated Project General Plan - Fig. C-7 "Scenic Highways", 2003a; Caltrans Scenic Highway Program, 2009; City of Moreno Valley General Plan, Figure 7-2, "Major Scenic Resources", 2006b.

1. (a) Findings of Fact: *No Impact.* *California's Department of Transportation (Caltrans) Scenic Highway Program was established by State Legislature in 1963 to preserve and protect scenic highway corridors from change that would diminish the aesthetic value of lands adjacent to highways (2009). A significant impact would occur if the project damaged or removed scenic resources along a state scenic highway. The site is not within or adjacent to a state scenic highway or corridor. The nearest State Scenic Highway is Scenic Highway 72, located approximately 8.8 miles southwest from the project site (Caltrans, 2009). This highway is not visible from the project site, nor is the project site visible from this highway. The nearest City of Moreno Valley-designated Scenic Route is located approximately one mile east of the project site, on Moreno Beach Road (City of Moreno Valley, 2006a). However, the project site is not visible from this Scenic Route due to intervening buildings, roadways and other development. In addition, the project site is located just south of a City of Moreno Valley-designated view*

corridor (City of Moreno Valley, 2006b). Nonetheless, the structure proposed is two-stories in height and would not obstruct views in the area. In addition, the project site is located to the south of this north-facing designated scenic resource. Therefore, no impact to a scenic highway would occur from construction or operation of the proposed project.

Mitigation: None required.

Monitoring: None required.

No Impact: Similar to the Original Project, the Revised Project would require construction of the proposed Plant Operations/Warehouse facility, construction of parking spaces and parking lot improvements, development of associated landscaping throughout the project site and along Cactus Avenue, and installation of a diesel generator and associated fuel storage tank. The Revised Project would also include the following new project components: a cardboard baler, improvements to stormwater drainage facilities, minor roadway improvements at and surrounding the project site, and the construction of expanded parking and landscaped areas. As previously mentioned, further analysis of the generator and fuel storage tank is necessary because new information has become available since adoption of the Final IS/MND for the Original Project.

The Revised Project would change views of the site, compared to existing conditions, in a way similar to that of the Original Project. Specifically, the Plant Operations/Warehouse would remain the same height (i.e., two-stories), bulk and design as proposed under the Original Project. Although visual quality is subjective, the fact that the Revised Project's Plant Operations/Warehouse facility would be the same structure as proposed under the Original Project would ensure that the potential for visual impacts would not be substantially greater than that identified in the Final IS/MND. As previously mentioned, the generator, including the fuel storage tank, would have a length, width and height of approximately 34.5 feet, 12 feet, and 6 feet, respectively. The proposed cardboard baler would have an overall width, depth and height of approximately 6.6 feet, 4.5 feet, and 11.7 feet, respectively. All new and potentially offensive components proposed under the Revised Project (i.e., the cardboard baler and additional parking areas) would be screened from public view in accordance with all County requirements and to the satisfaction of the lead agency. The generator would also be screened from public view in accordance with all County requirements. The Revised Project does not include the development of any other project components that would substantially impact any nearby scenic highway corridors.

In summary, neither the Original Project nor the Revised Project would result in any significant effects related to scenic corridors in the vicinity of the project site. Similarly, the Revised Project would not result in effects that would be substantially more severe than those identified in the Final IS/MND for the Original Project. Consistent with the finding for the Original Project, neither mitigation nor monitoring would be required for this issue area.

Mitigation: None required.

Monitoring: None required.

1. (b) Findings of Fact: Less Than Significant Impact. *A scenic vista generally provides the following: focal views of objects, settings, or features of visual interest; or panoramic views of large geographic areas of scenic quality, primarily from a given vantage point. A significant impact to a scenic vista would occur if the project introduced an incompatible use that would obstruct, interrupt, or diminish a valued focal and/or panoramic view. The City of Moreno Valley General Plan does not identify any scenic resources, other than the aforementioned view corridor located to the north, within the project area or the nearby surrounding vicinity (City of Moreno Valley, 2006a). Similarly, the Riverside County General Plan does not identify any scenic resources within the project area or the nearby surrounding vicinity (Riverside County Planning Department, 2003a). Photo documentation of the site and surrounding area is provided in **Appendix A** and the anticipated building design is demonstrated in **Figure 1.5**.*

As shown in Appendix A, the project site is dominated by the existing RCRMC facility and associated parking lots. Surrounding views consist of vacant land and residential development. Broader views within the project site vicinity consist of low hills and mountains to the northwest, northeast and southeast of the project site. Currently, the project site is devoid of any scenic resources, including, but not limited to, trees, rock outcroppings and unique landmark features. The proposed project would include the development of a two-story structure with exterior materials that are compatible with the aesthetic character of the surrounding area and with the existing RCRMC facility. The two-story building proposed would not obstruct views of the nearby low-lying hillsides or mountains or of any scenic vistas, nor would the project result in the creation of an aesthetically offensive site for public view. Further, the project will be designed to include landscaping and perimeter walls to obstruct any potentially offensive views (i.e., garbage dumpsters, etc). Although the project will introduce structures to a previously undeveloped area, the RCRMC has been established in the community for over 10 years and the proposed project will utilize similar materials, massing, height, and architectural designs, to blend with the existing RCRMC structures and with the surrounding residential structures. As such, the proposed project would not adversely impact the aesthetic character of the site and surroundings, nor would it result in the creation of an aesthetically offensive site open to the public. Furthermore, the proposed project would not obstruct any prominent scenic vista, nor would it impact any scenic resources. Consequently, the proposed project would have a less than significant impact on scenic resources.

Mitigation: None required.

Monitoring: None required.

Less than Significant Impact. As discussed above, the Plant Operations/Warehouse associated with the Revised Project would remain the same height (i.e., two-stories),

bulk and design as proposed under the Original Project. Therefore, the Revised Project would also develop a structure that would be compatible with the aesthetic character of the surrounding area and the existing RCRMC. Although visual quality is subjective, the fact that the Revised Project's Plant Operations/Warehouse facility would be the same structure as proposed under the Original Project would ensure that the potential for adverse impacts to visual quality would not be substantially greater than that identified in the Final IS/MND. As stated above, all new and potentially offensive components proposed under the Revised Project (i.e., the cardboard baler and expanded parking areas) would be screened from public view, and landscaping would be incorporated throughout the project site and along Cactus Avenue. Similarly, the generator and associated fuel tank would also be screened from public view.

Although the Revised Project would develop more acres of undeveloped land as compared to the Original Project (i.e., for parking lot improvements), all improvements are in accordance with the Master Plan Study and would not be visually incompatible with any surrounding land uses. As stated above, the project site is devoid of any scenic resources, and therefore the Revised Project would not adversely affect any trees, rock outcroppings or unique landmark features.

In summary, neither the Original Project nor the Revised Project would result in any significant effects related to visual quality or scenic resources at the project site. Similarly, the Revised Project would not result in effects that would be substantially more severe than those identified in the Final IS/MND for the Original Project. Consistent with the finding for the Original Project, neither mitigation nor monitoring would be required for this issue area.

Mitigation: None required.

Monitoring: None required.

<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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2. Mt. Palomar Observatory

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Interfere with the nighttime use of the Mt. Palomar Observatory, as protected through Riverside County Ordinance No. 655? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

	<u>Potentially Significant Impact</u>	<u>Less than Significant with Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
3. Other Lighting Issues				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Expose residential property to unacceptable light levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SOURCE: Riverside County General Plan, 2003b; Riverside County General Plan, 2003a; Riverside County Zoning Ord. No. 655 (Regulating Light Pollution).

2. (c) Findings of Fact: *Less Than Significant Impact.* *The Mt. Palomar Observatory, located in San Diego County, requires darkness so that evening celestial character can be viewed clearly from the proposed project. The presence of the observatory necessitates unique nighttime lighting standards in Riverside County, as provided by the Mt. Palomar Nighttime Lighting Policy. The County Light Pollution Ordinance (No. 655) also contains light requirements and standards intended to limit light leakage and spillage that may interfere with the operations of the Mt. Palomar Observatory. The project site is located approximately 43 miles northeast of the Mt. Palomar Observatory, and is therefore located within Zone B of the Palomar restricted nighttime light zone (Riverside County Planning Department, 2003a). Construction activities associated with the proposed project would not occur during evening hours. In addition, although nighttime lighting operations may occur during operation of the proposed project, all lighting would be properly shielded and directed away from the sky and adjacent land uses in order to prevent spill-over and light pollution, in accordance with Riverside County Ordinance No. 655. As a result, with adherence to Riverside County Ordinance No. 655, light leakage and spillage from the new parking lots and Operation/Maintenance Warehouse facility would not obstruct or hinder the views from the Mt. Palomar Observatory and impacts would be less than significant.*

Mitigation: *None required.*

Monitoring: *None required.*

Less than Significant Impact. As stated above, the project site is located 43 miles northeast of the Mt. Palomar Observatory, and is therefore located within Zone B of the Palomar restricted nighttime light zone (Riverside County Planning Department, 2003a). Similar to the Original Project, construction activities associated with the Revised Project would not occur during evening hours. Although some nighttime lighting may be

generated during operation of the Revised Project (e.g. during nighttime operation of the Plant Operation/Warehouse facility), all lighting would be properly shielded and directed away from the sky and adjacent land uses in order to prevent spill-over and light pollution, in accordance with Riverside County Ordinance No. 655. Lastly, neither the generator nor any new components proposed under the Revised Project, such as the cardboard baler and expanded parking areas, would generate significant amounts of lighting that would have the ability to impact nighttime views at the project site or in the surrounding area. With adherence to Riverside County Ordinance No. 655, light leakage and spillage from the Revised Project would not obstruct or hinder the views from the Mt. Palomar Observatory.

In summary, neither the Original Project nor the Revised Project would result in any significant effects related to Mt. Palomar Observatory. Similarly, the Revised Project would not result in effects that would be substantially more severe than those identified in the Final IS/MND for the Original Project. Consistent with the finding for the Original Project, neither mitigation nor monitoring would be required for this issue area.

Mitigation: None required.

Monitoring: None required.

3. (d-e) Findings of Fact: *Less Than Significant Impact.* *A significant impact would occur if the project caused a substantial increase in ambient illumination levels beyond the property line or caused new lighting to spill over onto light-sensitive land uses such as residential, some commercial, institutional, and natural areas. As previously mentioned, the project site is located to the west and south of residential developments. Currently, lighting sources emitted from the project site include interior and exterior lighting associated with the existing RCRMC, and lighting associated with parking lots and vehicle luminaries. There are currently no substantial sources of glare on-site. Minimal light and glare occurs in the surrounding area from vehicle luminaries, residential daytime and nighttime lighting, minimal security lighting, and street lighting. Development of the project would implement the lighting requirements including lighting time limits and shielding specified in Riverside County Ordinance No. 655. These requirements are intended to limit light leakage and spillage that may interfere with views and to protect residences from unacceptable light levels resulting from new development. Therefore, operation of the proposed project would neither expose residential property to unacceptable light levels nor create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. As mentioned above, construction of the proposed project would not occur in evening hours, though a slight increase in daytime light and glare could occur from safety lighting and heavy equipment lighting. Nonetheless, due to the temporary nature of construction activities at the project site (approximately seven months), impacts would be less than significant. Therefore, implementation of the project would not expose residential property to unacceptable light levels or create a new source of substantial lighting or glare and impacts would be less than significant.*

Mitigation: None required.

Monitoring: None required.

Less than Significant Impact. As stated above, the project site is located to the west and south of residential developments. Existing lighting sources emitted from the project site include interior and exterior lighting associated with the existing RCRMC, and lighting associated with parking lots and vehicle luminaries. There are currently no substantial sources of glare on-site. Similar to the Original Project, development of the Revised Project would implement the lighting requirements including lighting time limits and shielding specified in Riverside County Ordinance No. 655. Although the Revised Project would introduce more parking area to the project site as compared to the Original Project, all additional lighting would also be subject to any applicable County ordinances, thereby minimizing potential impacts. Lighting associated with vehicles would be increased under the Revised Project (due to increased parking areas); however, impacts would not be considered significant. Lighting emitted by the generator and cardboard baler would also be minimal, and would not produce light spillover that could significantly impact any adjacent sensitive land uses. Similar to the Original Project, none of the Revised Project components would introduce reflective materials or sources of glare to the project site that would adversely affect day or nighttime views in the area.

In summary, neither the Original Project nor the Revised Project would expose nearby residential properties to unacceptable light levels, or create a new source of substantial light or glare that would adversely affect day or nighttime views in the area. Although the Revised Project would include the development of more parking areas, thus increase lighting emitted from vehicle headlights, this would not be considered a significant impact. Therefore, the Revised Project would not result in effects that would be substantially more severe than those identified in the Final IS/MND for the Original Project. Consistent with the finding for the Original Project, neither mitigation nor monitoring would be required for this issue area.

Mitigation: None required.

Monitoring: None required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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AGRICULTURAL RESOURCES – Would the project:

4. Agriculture

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing agricultural use, or a Williamson Act (agricultural preserve) contract (Riv. Co. Agricultural Land Conservation Contract Maps)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Cause development of non-agricultural uses within 300 feet of agriculturally zoned property (Ordinance No. 625 "Right-to-Farm")?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SOURCE: *Riverside County General Plan* –Fig. OS-2 "Agricultural Resources," (2003), Farmland Mapping and Monitoring Program of the California Resources Agency, 2003a; California Department of Conservation, Division of Land Resource Protection in conjunction with Williamson Act, 2006.

4. (a-d) Findings of Fact: No Impact. *Because of its historic and economic importance, agricultural land has been subject to protection by both state and federal entities. The project site is not classified as prime farmland, unique farmland, or farmland of statewide importance as designated by the Farmland Mapping and Monitoring Program (FMMP) of the California Department of Conservation (CDC, 2006). Furthermore, the project site is not located adjacent to areas designated as prime farmland, unique farmland, or farmland of statewide importance as designated by the FMMP of the California Resources Agency (CDC, 2006). Neither the City of Moreno Land Use Map nor Zoning Map identifies the project site as agricultural land or farmland (City of Moreno Valley, 2009a and 2009b). The project site is not located on or adjacent to farmland. Finally, neither the project site nor adjacent areas are currently under Williamson Act contract. Therefore, the proposed project would not conflict with a Williamson Act (agricultural preserve) contract as provided on the Riverside County Agricultural Land Conservation Contract Maps. Therefore, the proposed project would have no impact on agricultural farmland or resources, and no mitigation is required.*

Mitigation: None required.

Monitoring: None required.

No Impact. As stated above, the project site is not classified as prime farmland, unique farmland, or farmland of statewide importance, nor is the project site located adjacent to areas designated as prime farmland, unique farmland, or farmland of statewide importance (CDC, 2006). Furthermore, neither the project site nor adjacent areas are currently under Williamson Act contract. Therefore, similar to the Original Project, the Revised Project would not conflict with a Williamson Act contract or convert existing agricultural land to non-agricultural land uses. Also similar to the Original Project, the Revised Project would not involve changes to the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use.

In summary, neither the Original Project nor the Revised Project would convert Williamson Act land or farmland to non-agricultural land uses. Furthermore, the Revised Project would not involve changes to the existing environment that could result in conversion of farmland, to non-agricultural use. Accordingly, the Revised Project would not result in effects that would be substantially more severe than those identified in the Final IS/MND for the Original Project. Consistent with the finding for the Original Project, neither mitigation nor monitoring would be required for this issue area.

Mitigation: None required.

Monitoring: None required.

	<u>Potentially Significant Impact</u>	<u>Less Than Significant with Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
5. AIR QUALITY – Would the project:				
a) Conflict with or obstruct implementation of the SCAQMD Air Quality Management Plan or Congestion Management Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute to an existing or projected air quality violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for the air basin is non-attainment (ozone & PM10) under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the state goal of reducing greenhouse gas emissions in California to 1990 levels by 2020, as set forth by the timetable established in AB 32, California Global Warming Solutions Act of 2006.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SOURCE: ESA, 2009a.

5. (a) Findings of Fact: No Impact. *The South Coast Air Quality Management District (SCAQMD) is principally responsible for comprehensive air pollution control in the South Coast Air Basin (Basin), in which the project site is located. The SCAQMD Air Quality Management Plan (AQMP) was prepared to accommodate growth, reduce high levels of pollutants within areas under the jurisdiction of SCAQMD, to return clean air to the region, and to address federal and state Clean Air Act requirements (SCAQMD, 2007).*

The most recent AQMP (2007) addresses the California Clean Air Act requirements that are intended to bring the SCAQMD into compliance with state air quality standards. California Air Resources Board (CARB) will designate an area as non-attainment for a pollutant if air quality data show that a state standard for a pollutant was violated at least once during the previous three calendar years (CARB, 1988). Exceedances that are affected by highly irregular or infrequent events are not considered violations of a state standard and are not used as a basis for designating areas as non-attainment. Based on regional monitoring to date, the Riverside County portion of the Basin is currently designated as a non-attainment area with regard to ozone (O₃), particulate matter less than 10 microns in diameter (PM₁₀), and particulate matter less than 2.5 microns in diameter (PM_{2.5}) (CARB, 2007a).

The AQMP focuses on the reduction of O₃, PM₁₀ and PM_{2.5} emissions through public education, vehicle and fuels management, transportation controls, indirect source controls, and stationary source control programs.

The AQMP is based on Southern California Association of Governments (SCAG) population projections as well as land use destinations and population projections included in general plans for communities located within the Basin. Population growth is typically associated with the construction of residential units or large employment centers. A project would be inconsistent with the AQMP if it results in population and/or employment growth that exceeds growth estimates for the area. The project would not

result in a significant increase in residential land uses or regional employment centers and thus would not result in significant population or employment growth. As discussed in the Population and Housing section, it is likely that individuals currently living in the project area would fill any new jobs created by the proposed project.

In addition, as discussed in item 5 (b, d) below, the proposed project would not exceed SCAQMD emission standards.

Based on the proposed project's consistency with SCAG employment projections and that construction and operation activities would not exceed SCAQMD emission standards, as discussed in item 5 (b, d) below, the proposed project would not impair implementation of the AQMP. Implementation of the proposed project would not conflict with or obstruct implementation of the applicable AQMP and no impact would occur.

Mitigation: None required.

Monitoring: None required.

No Impact. Similar to the Original Project, the Revised Project would not conflict with SCAG employment projections. Therefore, based on the Revised Project's consistency with SCAG employment projections and the fact that construction and operation activities associated with the Revised Project would not exceed SCAQMD emission standards (refer to the discussion of the Revised Project in response to Checklist Item 5(b,d) below), the Revised Project would not impair implementation of the AQMP. With adherence to all applicable regulations, the Revised Project would not result in effects that would be substantially more severe than those identified in the Final IS/MND for the Original Project. Consistent with the finding for the Original Project, neither mitigation nor monitoring would be required for this issue area.

Mitigation: None required.

Monitoring: None required.

5. (b,d) Findings of Fact: *Less Than Significant Impact With Mitigation Incorporated.* The proposed project would result in an increase in air emissions due to construction activities (short-term) and operation (long-term) of the proposed project. The SCAQMD methodologies for determining air quality impacts for CEQA documents were applied (1993). Air quality modeling data is included in **Appendix B**. Construction of the proposed project has the potential to create air quality impacts through the use of heavy-duty construction equipment and through vehicle trips generated from construction workers traveling to and from the project site. In addition, fugitive dust emissions would result from grading activities and hauling. Mobile source emissions, primarily nitrogen oxides (NO_x), would result from the use of construction equipment such as excavators, bulldozers, wheeled loaders, and cranes. During the finishing phase, paving operations and the application of asphalt, architectural coatings (i.e., paints) and other building materials would release reactive organic compounds (ROC). The assessment of

construction air quality impacts considers each of these potential sources. Construction emissions can vary substantially from day to day, depending on the level of activity, the specific type of operation and, for dust, the prevailing weather conditions.

Construction

Construction for the proposed project is anticipated to begin in November 2009 and would continue for approximately seven months, ending in early May 2010. There would be no significant demolition required as no structures currently exist in the Future Development Area. The existing parking would be reconfigured, requiring removal of a portion of the surface lot located to the southeast of the main RCRMC. The unpaved portions of the site have been rough graded, and as a result, only fine grading would be required followed by the completion of necessary trenching and compacting for utility hookups. It is anticipated that the earthwork associated with the proposed project would involve approximately 10,000 cubic yards of soil, which would be balanced on-site.

Construction emissions were estimated using the URBEMIS2007 emissions inventory model developed by CARB. It is mandatory for all construction projects in the Basin to comply with SCAQMD Rule 403 for controlling fugitive dust (SCAQMD, 2005). Incorporating Rule 403 compliance into the proposed project would reduce regional PM_{10} emissions from construction activities. Daily construction-related regional emissions for the proposed project are presented in **Table 5.1**. As shown, maximum regional emissions would not exceed the SCAQMD daily significance thresholds for reactive organic compounds (ROC), NO_x , carbon monoxide (CO), $PM_{2.5}$ or PM_{10} . Although carbon dioxide (CO_2) which is considered a greenhouse gas is presented below in Table 5.1, it is analyzed further under item 5 (f). As shown, regional construction emissions would be below applicable thresholds and therefore impacts would be less than significant.

**TABLE 5.1
REGIONAL CONSTRUCTION EMISSIONS**

Year	Estimated Emissions (lbs/day)					
	ROC	NO _x	CO	PM10	PM2.5	CO2
2009	3	27	14	13	4	2,372
2010	53	25	14	13	4	2,372
Maximum Regional Daily Emissions	53	27	14	13	4	2,372
Regional Significance Threshold	75	100	550	150	150	NA
Significant Impact?	No	No	No	No	No	NA

NOTE: Appendix B contains input and output sheets from the URBEMIS 2007 program.

SOURCE: ESA, 2009a.

Table 5.2 shows the localized construction emissions. These emissions do not include on-road vehicle emissions as they are not considered local sources and are not to be considered in a localized significance threshold analysis per SCAQMD guidance (SCAQMD, 2006). Estimated emissions of PM₁₀ and PM_{2.5} emissions from fugitive dust associated with grading operations does not assume implementation of an on-site watering program as required by Rule 403.

**TABLE 5.2
LOCAL CONSTRUCTION EMISSIONS**

Year	Estimated Emissions (lbs/day)			
	NO _x	CO	PM10	PM2.5
2009	27	14	13	4
2010	25	14	13	4
Localized Significance Threshold ^a	375	1,858	22	6
Significant Impact?	No	No	No	No

^a SCAQMD LST Thresholds are for a 20 acre project site and a 50 meter receptor distance.

SOURCE: ESA, 2009a.

Localized Significance Thresholds (LST's) for the project site were determined based on SCAQMD Guidance document Localized Significance Threshold Methodology. Project-specific LST's were assumed for a 20-acre construction site and receptor distance given in Methodology Look-up Tables of 50 feet. The main RCRMC facility is located adjacent to the proposed construction activities and residences are located north of Brodiaea Avenue (approximately 200 feet from the project site). In addition, residences are located west of Nason Street (approximately 200 feet east of the project site). As shown, maximum localized emissions would not exceed the project specific localized significant thresholds for NO_x, PM₁₀, PM_{2.5}, or CO. Therefore, the localized construction impact to sensitive receptors would be less than significant.

Project Operations

Mobile source emissions would be the largest source of pollutants resulting from proposed project operation and were estimated using the URBEMIS 2007 version 9.2.4 emissions inventory model. As shown in **Table 5.3**, the air quality impact from operation of the proposed project would be less than SCAQMD significance thresholds for all pollutants. Consequently the operational air quality impact of the proposed project would be considered less than significant and no mitigation measures are required.

**TABLE 5.3
UNMITIGATED OPERATIONAL EMISSIONS**

Air Pollutant	Estimated Emissions (lbs/day) ^a					
	ROC	NO _x	CO	PM10	PM2.5	CO2
Area Sources	<1	1	2	<1	<1	969
Operational (vehicle) Sources	2	2	21	4	1	2,285
Total	2	3	23	4	1	3,254
Regional Significance Threshold	55	55	550	150	55	NA
Significant Impact?	No	No	No	No	No	NA

^a Appendix B contains input and output sheets from the URBEMIS 2007 program, including assumptions for project operations.

SOURCE: ESA, 2009a

Even though emissions are quantified to be under applicable thresholds, implementation of **Mitigation Measure AIR-1** is recommended during construction to ensure potential impacts remain less than significant:

Mitigation Measure AIR-1:

Any construction activities that are capable of generating fugitive dust shall implement dust control measures to reduce the amount of particulate matter entrained in the ambient air. If these dust factors generate, SCAQMD District Rule 403 requires that the construction crew apply soil stabilizers to inactive construction areas. Exposed surfaces shall have water applied twice daily or as appropriate to weather conditions or apply soil stabilizers. Covering of stockpiles and any earth moving activities shall be pre-watered to the depth of proposed cuts and re-apply water as necessary to maintain soils in a damp condition and to ensure that visible emissions do not exceed 100 feet in any direction. All trucks hauling dirt, sand, soil or other loose material shall be covered or watered prior to leaving the site to prevent dust from impacting surrounding areas. Adjacent streets to the project site will be swept at the end of the day if visible soil material carries over to adjacent roads. Other acceptable Best Available Control Measures (BACM) include, but are not limited to, gravel, rumble plates, and if necessary, temporary wheel washers.

Monitoring: *The construction foreman shall be responsible for ensuring appropriate mitigation measures to reduce emissions are implemented.*

With the incorporation of Mitigation Measure AIR-1, impacts would remain less than significant.

Less than Significant Impact. The following discussion provides an analysis of both the construction and operational emission associated with the Revised Project.

Revised Project Construction Emissions

Construction of the Revised Project includes installation of the diesel generator and Plant Operations/Warehouse facility, as well as new project components including a cardboard baler, additional landscaping, new stormwater drainage improvements, and additional parking spaces. Construction emissions associated with the Original Project are presented in Table 5.1 of the Final IS/MND's analysis, as provided above. As illustrated in Table 5.1, estimated emissions of NO_x, CO, PM₁₀, and PM_{2.5} that would be associated with the Original Project could increase substantially by a factor of at least three without triggering the significance thresholds. Therefore, given the limited amount of additional project components that would occur under the Revised Project, there is little potential that the construction activities associated with the Revised Project would result in significant impacts associated with any criteria pollutants.

As indicated in Table 5.1, the Original Project maximum construction emissions of ROC are estimated to be 53 pounds per day, which would primarily be associated with architectural coating applications (i.e., painting). Because the ROC construction significance threshold is 75 pounds per day, activities associated with the Revised

Project would be significant if it would result in an addition of 22 pounds or more of ROC during the project painting phase. However, given that the construction schedule under the Revised Project is extended over a longer time frame (approximately ten to 14 months versus seven months) it is likely that construction activities such as painting and paving would not overlap, thus keeping construction related ROC emissions to a minimum.

Fugitive ROC emissions would result under the Revised Project associated with pavement off-gassing that would occur during construction of the new parking spaces. For the purposes of this analysis, it is estimated that an additional six acres of paving would be required with the Revised Project when compared with the Original Project. Using the URBEMIS model paving emission factor of 2.62 pounds of ROC per acre, paving activities under the Revised Project could result in up to 16 additional pounds per day of ROC emissions. When added to the maximum daily ROC emissions that would occur under the Original Project (53 pounds per day), emissions would continue to be less than significant.

For these reasons, short-term construction impacts associated with the Revised Project would be similar to those identified for the Original Project, that being less than significant.

Revised Project Operations Emissions

Similar to the Original Project, the Revised Project would involve installation of a diesel generator and associated fuel storage tank as well as construction of the plant Operations/Warehouse facility. As previously mentioned, further analysis of the generator and fuel storage tank is necessary because new information has become available since adoption of the Final IS/MND for the Original Project. New components associated with the Revised Project would include installation of a cardboard baler, additional landscaping, stormwater drainage improvements, minor roadway improvements, and additional parking spaces. With the exception of the emergency diesel generator, all components of the Revised Project would result in negligible long-term emissions of air pollutants.

The standby emergency diesel generator would have a rated output of 1,500 kilowatts (approximately 2,010 hp) and is proposed to be installed north of the Plant Operations/Warehouse facility and south of the project boundary along the future alignment of Brodiaea Avenue. A permit to operate the emergency generator would need to be secured from the SCAQMD, which would ensure implementation of specific conditions and Best Available Control Technology (BACT) requirements. For example, SCAQMD would restrict operation of the emergency generator to no more than 50 hours per year for maintenance and testing and no more than 200 hours per year for total operation. Operation of the emergency generator would not be permitted within 1,000 feet of a school (grades K through 12). In addition, SCAQMD BACT requirements for emergency generators with ratings of 750 hp or more require the following emission standards:

- The sum of non-methane hydrocarbons and oxides of nitrogen (NO_x) must be limited to 4.8 grams/break horsepower-hour (bhp-hr);
- Carbon monoxide must be limited to 2.6 grams/bhp-hr; and
- Particulate matter must be limited to 0.15 grams/bhp-hr.

To estimate the average daily emissions that would be associated with the standby emergency generator testing and maintenance, SCAQMD recommends using an hour per day rate of 0.14 hour (i.e., 50 hours/year divided by 365 days/year) (SCAQMD, 2010). As indicated in Table 5.3A, below, routine maintenance and testing of the proposed emergency generator would result in average daily NO_x emissions of approximately three pounds, daily CO emissions of approximately two pounds, and particulate matter emissions of less than one pound per day.

**TABLE 5.3A
EMERGENCY GENERATOR AVERAGE DAILY EMISSIONS**

Criteria Pollutant	Emission Factor (grams/bhp-hour)	hp	pounds/hour	Hours/day	Pounds/day
NMHC-NO _x	4.8	2,010	21.27	0.14	3.00
CO	2.6	2,010	11.52	0.14	1.61
PM	0.15	2,010	0.66	0.14	0.09

When added to the estimated emissions of the Original Project (see Table 5.3 from the Final IS/MND, as provided above), daily operational emissions that would be associated with the Revised Project would continue to be well below the SCAQMD operational significance thresholds. Therefore, the operational emissions that would be associated with the emergency generator do not change the significance level determination associated with project operations as identified in the Final IS/MND for the Original Project. Given the characteristics of diesel combustion, it is anticipated that maintenance and testing operations of the emergency generator would result in long-term emissions of less than 50 metric tons of CO₂ per year. When combined with the GHG operational emissions identified in the Final IS/MND for the Original Project (i.e., 579 metric tons), GHG emissions would continue to be well below the SCAQMD's interim GHG threshold of 3,000 metric tons. Operation-related impacts associated with the Revised Project would continue to be less than significant.

In summary, similar to the Original Project, both construction and maintenance and operation of the Revised Project would result in less than significant impacts. With implementation of Mitigation Measure AIR-1 from the Final IS/MND, the Revised Project would not result in effects that would be substantially more severe than those identified in the Final IS/MND for the Original Project.

Mitigation: The Revised Project shall be required to implement Mitigation Measure AIR-1, as found in the Final IS/MND for the Original Project.

Monitoring: The construction foreman shall be responsible for ensuring that this mitigation measure is implemented.

5. (c) Findings of Fact: Less Than Significant Impact. *The SCAQMD approach for assessing cumulative impacts is based on whether the proposed project would, by itself, result in a significant impact. More specifically, if construction or operation of the proposed project would not exceed the SCAQMD's thresholds, those emissions are not expected to be cumulatively considerable. Emissions may increase for certain air pollutants due to nearby past, present and/or foreseeable projects (either overlapping construction periods or on-going operation) that are expected to exceed the SCAQMD mass daily emission thresholds. Per CEQA Guidelines Section 15064(h)(4), the mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable.*

Based on SCAQMD's interpretation of cumulatively considerable and the fact that both construction and operational air emissions would not exceed SCAQMD's thresholds, as demonstrated in Response to Question b), development of the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the Basin is non-attainment and no mitigation is required.

Mitigation: None required.

Monitoring: None required.

Less Than Significant Impact. Please refer to the discussion of the Revised Project in response to Checklist Item 5(b,d) above. Neither construction nor operational emissions associated with the Revised Project would exceed SCAQMD's thresholds. Therefore, similar to the Original Project, development of the Revised Project would not result in a cumulatively considerable net increase of any criteria pollutant for which the Basin is in non-attainment. With adherence to all applicable requirements, the Revised Project would not result in effects that would be substantially more severe than those identified in the Final IS/MND for the Original Project. Consistent with the finding for the Original Project, neither mitigation nor monitoring would be required for this issue area

Mitigation: None required.

Monitoring: None required.

5. (e) Findings of Fact: Less Than Significant Impact. *Project construction may generate objectionable odors from the use of heavy equipment, application of paints, and paving operations. SCAQMD Rule 1113 limits the amount of volatile organic compounds (VOC) from architectural coatings and solvents. Mandatory compliance with*

SCAQMD Rules would assure construction activities would not exceed applicable thresholds. Project operation is not anticipated to include activities that would result in objectionable odors (e.g., incineration, oil/gas production, manufacturing, etc.). The proposed project does not include the type of land uses typically associated with odor emissions (i.e., refineries, wastewater treatment plants etc.). Therefore, the impact would be less than significant.

Mitigation: None required.

Monitoring: None required.

Less Than Significant Impact. Similar to the Original Project, construction of the Revised Project may generate objectionable odors from the use of heavy equipment, application of paints, and paving operations. However, SCAQMD Rule 1113 limits the amount of VOC from architectural coatings and solvents. Mandatory compliance with SCAQMD Rule 1113 would assure construction activities associated with the Revised Project would not exceed applicable thresholds. Operation of the Revised Project would not include activities that would result in objectionable odors (e.g., incineration, oil/gas production, manufacturing, etc.). Also, similar to the Original Project, the Revised Project does not include types of land uses typically associated with odor emissions (i.e., refineries, wastewater treatment plants etc.). With adherence to SCAQMD Rule 1113, the Revised Project would not result in effects that would be substantially more severe than those identified in the Final IS/MND for the Original Project. Consistent with the finding for the Original Project, neither mitigation nor monitoring would be required for this issue area

Mitigation: None required.

Monitoring: None required.

5. (f) Findings of Fact: Less Than Significant Impact. Gases that trap heat in the atmosphere are called greenhouse gases. The major concern is that increases in greenhouse gases are causing global climate change. Global climate change is a change in the average weather on earth that can be measured by wind patterns, storms, precipitation and temperature. Although there is disagreement as to the speed of global warming and the extent of the impacts attributable to human activities, most agree that there is a direct link between increased emission of greenhouse gases and long-term global temperature. What greenhouse gases have in common is that they allow sunlight to enter the atmosphere, but trap a portion of the outward-bound infrared radiation that warm's up the air. The process is similar to the effect greenhouses have in raising the internal temperature, hence the name greenhouse gases. Both natural processes and human activities emit greenhouse gases. The accumulation of greenhouse gases in the atmosphere regulates the earth's temperature; however, emissions from human activities such as electricity generation and motor vehicle operations have elevated the concentration of greenhouse gases in the atmosphere. This accumulation of greenhouse gases has contributed to an increase in the temperature of the earth's atmosphere and

contributed to global climate change. The principal greenhouse gases are CO₂, methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), perfluorocarbons (PFCs), hydrofluorocarbons (HFCs), and water vapor (H₂O). Carbon dioxide is the reference gas for climate change because it is the predominant greenhouse gas emitted. To account for the varying warming potential of different greenhouse gases, greenhouse gas emissions are often quantified and reported as CO₂ equivalents (CO₂e). Large emission sources are reported in million metric tons of CO₂E (MMTCO₂e).

In 2005, in recognition of California's vulnerability to the effects of climate change, Governor Schwarzenegger established Executive Order S-3-05, which sets forth a series of target dates by which statewide emission of greenhouse gas would be progressively reduced, as follows:

- By 2010, reduce greenhouse gas emissions to 2000 levels;
- By 2020, reduce greenhouse gas emissions to 1990 levels; and
- By 2050, reduce greenhouse gas emissions to 80 percent below 1990 levels.

In 2006, California passed the California Global Warming Solutions Act of 2006 (Assembly Bill No. 32; California Health and Safety Code Division 25.5, Sections 38500, et seq., or AB 32), which requires CARB to design and implement emission limits, regulations, and other measures, such that statewide greenhouse gas emissions will be reduced to 1990 levels by 2020.

In December 2007, CARB approved the 2020 emission limit of 427 million metric tons of CO₂ equivalents of greenhouse gases. The 2020 target of 427 million metric tons of CO₂e requires the reduction of 169 million metric tons of CO₂e, or approximately 30 percent, from the state's projected 2020 emissions of 596 million metric tons of CO₂e (business-as-usual).

Also in December 2007, CARB adopted mandatory reporting and verification regulations pursuant to AB 32. The regulations became effective January 1, 2009, with the first reports covering 2008 emissions. The mandatory reporting regulations require reporting for certain types of facilities that make up the bulk of the stationary source emissions in California. Currently, the draft regulation language identifies major facilities as those that generate more than 25,000 metric tons/year of CO₂e. Cement plants, oil refineries, electric-generating facilities/providers, cogeneration facilities, and hydrogen plants and other stationary combustion sources that emit more than 25,000 metric tons/year CO₂e, make up 94 percent of the point source CO₂e emissions in California (CARB, 2007b).

In October 2008, the CARB published its Climate Change Scoping Plan, which is the state's plan to achieve greenhouse gas reductions in California required by AB 32 (CARB, 2008a). The Climate Change Scoping Plan includes recommended measures that were developed to reduce greenhouse gas emissions from key sources and

activities while improving public health, promoting a cleaner environment, preserving our natural resources, and ensuring that the impacts of the reductions are equitable and do not disproportionately impact low-income and minority communities. These measures, shown in **Table 5.4** by sector, also put the state on a path to meet the long-term 2050 goal of reducing California's greenhouse gas emissions to 80 percent below 1990 levels. These measures were presented to and approved by the CARB on December 11, 2008. The measures in the Scoping Plan approved by the CARB will be developed over the next two years and be in place by 2012.

**TABLE 5.4
LIST OF RECOMMENDED ACTIONS BY SECTOR**

Measure No.	Measure Description	Greenhouse gas Reductions (Million Metric Tons per year of CO₂e)
Transportation		
T-1	Pavley I and II – Light Duty Vehicle Greenhouse Gas Standards	31.7
T-2	Low Carbon Fuel Standard (Discrete Early Action)	15
T-3 ^a	Regional Transportation-Related Greenhouse Gas Targets	5
T-4	Vehicle Efficiency Measures	4.5
T-5	Ship Electrification at Ports (Discrete Early Action)	0.2
T-6	Goods Movement Efficiency Measures <ul style="list-style-type: none"> • Ship Electrification at Ports • System-Wide Efficiency Improvements 	3.5
T-7	Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Measure – Aerodynamic Efficiency (Discrete Early Action)	0.93
T-8	Medium- and Heavy-Duty Vehicle Hybridization	0.5
T-9	High Speed Rail	1
Electricity and Natural Gas		
E-1	Energy Efficiency (32,000 GWh of Reduced Demand) <ul style="list-style-type: none"> • Increased Utility Energy Efficiency Programs • More Stringent Building & Appliance Standards Additional Efficiency and Conservation Programs	15.2
E-2	Increase Combined Heat and Power Use by 30,000 GWh (Net reductions include avoided transmission line loss)	6.7
E-3	Renewables Portfolio Standard (33% by 2020)	21.3
E-4	Million Solar Roofs (including California Solar Initiative, New Solar Homes Partnership and solar programs of publicly owned utilities) <ul style="list-style-type: none"> • Target of 3000 MW Total Installation by 2020 	2.1
CR-1	Energy Efficiency (800 Million Therms Reduced Consumptions) <ul style="list-style-type: none"> • Utility Energy Efficiency Programs • Building and Appliance Standards • Additional Efficiency and Conservation Programs 	4.3

**TABLE 5.4
LIST OF RECOMMENDED ACTIONS BY SECTOR**

Measure No.	Measure Description	Greenhouse gas Reductions (Million Metric Tons per year of CO₂e)
CR-2	Solar Water Heating (AB 1470 goal)	0.1
Green Buildings		
GB-1	Green Buildings	26
Water		
W-1	Water Use Efficiency	1.4 ^b
W-2	Water Recycling	0.3 ^b
W-3	Water System Energy Efficiency	2.0 ^b
W-4	Reuse Urban Runoff	0.2 ^b
W-5	Increase Renewable Energy Production	0.9 ^b
W-6	Public Goods Charge (Water)	TBD ^b
Industry		
I-1	Energy Efficiency and Co-Benefits Audits for Large Industrial Sources	TBD
I-2	Oil and Gas Extraction greenhouse gas Emission Reduction	0.2
I-3	greenhouse gas Leak Reduction from Oil and Gas Transmission	0.9
I-4	Refinery Flare Recovery Process Improvements	0.3
I-5	Removal of Methane Exemption from Existing Refinery Regulations	0.01
Recycling and Water Management		
RW-1	Landfill Methane Control (Discrete Early Action)	1
RW-2	Additional Reductions in Landfill Methane <ul style="list-style-type: none"> • Increase the Efficiency of Landfill Methane Capture 	TBD ^b
RW-3	High Recycling/Zero Water <ul style="list-style-type: none"> • Commercial Recycling • Increase Production and Markets for Compost • Anaerobic Digestion • Extended Producer Responsibility • Environmentally Preferable Purchasing 	9 ^b
Forests		
F-1	Sustainable Forest Target	5
High Global Warming Potential (GWP) Gases		
H-1	Motor Vehicle Air Conditioning Systems: Reduction of Refrigerant Emissions from Non-Professional Servicing (Discrete Early Action)	0.26
H-2	SF ₆ Limits in Non-Utility and Non-Semiconductor Applications (Discrete Early Action)	0.3
H-3	Reduction of Perfluorocarbons in Semiconductor Manufacturing (Discrete Early Action)	0.15

**TABLE 5.4
LIST OF RECOMMENDED ACTIONS BY SECTOR**

Measure No.	Measure Description	Greenhouse gas Reductions (Million Metric Tons per year of CO₂e)
H-4	Limit High GWP Use in Consumer Products Discrete Early Action (Adopted June 2008)	0.25
H-5	High GWP Reductions from Mobile Sources <ul style="list-style-type: none"> • Low GWP Refrigerants for New Motor Vehicle Air Conditioning Systems • Air Conditioner Refrigerant Leak Test During Vehicle Smog Check • Refrigerant Recovery from Decommissioned Refrigerated Shipping Containers • Enforcement of Federal Ban on Refrigerant Release during Servicing or Dismantling of Motor Vehicle Air Conditioning Systems • 	3.3
H-6	High GWP Reductions from Stationary Sources <ul style="list-style-type: none"> • High GWP Stationary Equipment Refrigerant Management Program: <ul style="list-style-type: none"> ○ Refrigerant Tracking/Reporting/Repair Deposit Program ○ Specifications for Commercial and Industrial Refrigeration Systems • Foam Recovery and Destruction Program • SF₆ Leak Reduction and Recycling in Electrical Applications • Alternative Suppressants in Fire Protection Systems • Residential Refrigeration Early Retirement Program 	10.9
H-7	Mitigation Fee on High GWP Gases	5
Agriculture		
A-1	Methane Capture at Large Dairies	1.0 ^b

^a This is not the SB 375 regional target. CARB will establish regional targets for each MPO region following the input of the regional targets advisory committee and a consultation process with MPOs and other stakeholders per SB 375.

^b Greenhouse gas emission reduction estimates are not included in calculating the total reductions needed to meet the 2020 target.

SOURCE: CARB, 2008a.

In addition to the Scoping Plan, CARB has also released the Preliminary Draft Staff Proposal: Recommended Approaches for Setting Interim Significance Thresholds for Greenhouse Gases under the California Environmental Quality Act (2008). The proposal recommends adhering to interim performance standards for project types and emissions sources including construction, energy, water use, waste, transportation, and total mass greenhouse gas emissions (CARB, 2008b). Specific thresholds and performance criteria for these categories have yet to be developed.

On April 13, 2009, the California Office of Planning and Research submitted to the Secretary for Natural Resources its proposed amendments to the state CEQA

Guidelines for greenhouse gas emissions, as required by SB 97. These proposed CEQA Guideline amendments would provide guidance to public agencies regarding the analysis and mitigation of the effects of greenhouse gas emissions in draft CEQA documents.

The Natural Resources Agency received recommended Amendments to the CEQA Guidelines for greenhouse gas emissions from the Governor's Office of Planning and Research on April 13, 2009. On July 3, 2009, Resources commenced the Administrative Procedure Act rulemaking process for certifying and adopting these amendments pursuant to Public Resources Code Section 21083.05. The recommended Amendments do not identify significance thresholds for greenhouse gas emissions but that setting thresholds is the responsibility of the CEQA Lead Agency.

On December 5, 2008, SCAQMD Governing Board adopted the staff proposal for an interim greenhouse gas significance threshold for projects where the SCAQMD is lead agency. The interim threshold consists of five tiers of standards that could result in a finding of less than significant impact. The tiers include CEQA exemptions, consistency with regional greenhouse gas budgets, less than significant screening levels for industrial projects (10,000 metric tons/year CO₂e) and commercial/residential projects (3,000 metric tons/year CO₂e), performance standards (i.e., 30 percent less than Business As Usual [BAU]), and carbon offsets.

The proposed project would contribute to global climate change as a result of emissions of greenhouse gases, primarily CO₂, emitted by trucks and earthmoving equipment associated with construction activities and daily operations once the project is built. As with other individual and relatively small projects, the specific emissions from this project would not be expected to individually have an impact on Global Climate Change (AEP, 2007). Furthermore, greenhouse gas impacts are considered to be exclusively cumulative impacts; there are no non-cumulative greenhouse gas emission impacts from a climate change perspective (CAPCOA, 2008). Thus, the project analysis of greenhouse gas emissions is to determine whether the project impact is cumulatively considerable.

Four types of analyses are used to determine whether the project could be in conflict with the state goals for reducing greenhouse gas emissions. The analyses are as follows:

- 1. Any potential conflicts with CARB's 39 recommended actions in California's AB 32 Climate Change Scoping Plan.*
- 2. The relative size of the project. The project's greenhouse gas emissions will be compared to the size of major facilities that are required to report greenhouse gas*

emissions (25,000 metric tons/year of CO₂e)¹ to the state, as well as the SCAQMD greenhouse gas threshold of 3,000 metric tons/year CO₂e. The project size will also be compared to the California greenhouse gas emissions limit of 427 million metric tons per year of CO₂e emissions by 2020. In reaching its goals the CARB will focus upon the largest emitters of greenhouse gas emissions.

3. The basic energy efficiency parameters of a project to determine whether its design is inherently energy efficient.
4. Any potential conflicts with applicable Riverside County plans, policies, or regulations adopted for the purpose of reducing the emissions of greenhouse gas.

In regards to Item 1, the project does not pose any apparent conflict with CARB's thirty-nine (39) recommended actions in California's AB 32 Climate Change Scoping Plan.

With regard to Item 2, project construction greenhouse gas emissions would be approximately 64 metric tons of CO₂e/yr. Operational emissions from vehicle trips and space heating account for 527 metric tons of CO₂e/yr, and indirect operational emissions (from electricity generation) of 52 metric tons of CO₂e/yr totaling 579 metric tons of CO₂e/yr. The project would not be classified as a major source of greenhouse gas emissions (the lower reporting limit for major sources is expected to be 25,000 metric tons of CO₂e/yr). The projects greenhouse gas emissions of 579 metric tons of CO₂e/yr during operations would be well under the SCAQMD interim greenhouse gas threshold of 3,000 metric tons/year CO₂e and therefore would meet screening level demands of commercial and residential projects in the SCAQMD.

The 2020 greenhouse gas emissions limit for California, as adopted by CARB in December of 2007 is approximately 427 million metric tons of CO₂e. The proposed project's annual contribution would be approximately 0.0001 percent of this total 2020 emissions limit, and therefore the project would not generate sufficient emissions of greenhouse gases to contribute considerably to the cumulative effects of greenhouse gas emissions such that it would impair the state's ability to implement AB 32.

With regard to Item 3, the project would be energy efficient because the proposed project would adhere to Policy H-29, Sustainable Building Policy, as described under the analysis of Item 4 below.

In regards to Item 4, applicable policies have been adopted by Riverside County for the purpose of reducing the emissions of greenhouse gasses. The proposed project would not conflict with any of these policies. These policies are briefly summarized below:

¹ As noted above the 25,000 metric ton annual limit identifies the large stationary point sources in California that make up approximately 94 percent of the stationary emissions. If the project's total emissions are below this limit, its total emissions are equivalent in size to the smaller projects in California that as a group only make up 6 percent of all stationary emissions. It is assumed that the activities of these smaller projects generally would not conflict with State's ability to reach AB 32 overall goals.

Policy A-17: Printed Forms Control/Purchase and Use of Recycled Materials. This policy encourages county departments and personnel to choose papers made with recycled stock and post consumer waste for all specialty printed products (e.g., posters, flyers, brochures, etc.). Departments and personnel are encouraged to authorize outside vendors (if necessary) to print on recycled paper and provide written verification. This policy encourages that all county letterhead and business card paper be made from recycled materials and post consumer waste.

Policy A-64: Environmental Purchasing Policy. The policy establishes an Environmental Purchasing Committee consisting of representatives from various departments, agencies and special districts, that would periodically meet in order to explore the benefits and the potential cost-saving associated with making ecologically sound purchasing procedures. This policy would aim to increase the use and availability of environmentally preferable products, to give preference to manufacturers and vendors that reduce environmental impacts in their production systems or services, and create a model that encourages other purchasers in the county to adopt similar goals.

Policy D-2: Use and Purchase of County Vehicles. Established in 1994, this policy emphasizes the purchase of fuel efficient vehicles with the goal of reducing greenhouse gases. A recent amendment to Policy D-2 establishes a 25 miles per gallon (mpg) minimum for all County Fleet Vehicles, an annual review/revision of the mpg minimum, a vehicle review committee, and requires submittal of an annual report to the Board of Supervisors regarding the policy's effectiveness.

Policy H-4: Conservation of Energy. Established in 1975 and revised in 2001, this policy provides specific guidance for the use and conservation of energy in county facilities. This policy aims to make the county more proactive in conserving energy and helps capture savings through better energy management.

Policy H-29: Sustainable Building Policy. Policy H-29 establishes the use of sustainable practices using Leadership in Energy and Environmental Design (LEED) criteria in the design of county capital improvements projects and facilities. This policy was implemented with the goals of reducing pollution, protecting natural resources, enhancing asset value, optimizing building performance and creating healthier workplaces for county employees. Under the policy, the Economic Development Agency would be responsible for developing, updating, and distributing specifications and standards for public building projects to ensure compliance.

Policy K-3: Telecommuting Schedule. This policy encourages the use of non-synchronized 4/10 and Telecommuting arrangements with the intent of reducing air pollution and traffic congestion within the county, while also mitigating the impacts of rising gas prices.

Mitigation: None required.

Monitoring: None required.

Less than Significant Impact. Similar to the Original project, the Revised Project would contribute to global climate change as a result of emissions of greenhouse gases, primarily CO₂, emitted by trucks and earthmoving equipment associated with construction activities and emissions associated with daily operations. As with other individual and relatively small projects, the specific emissions from the Revised Project would not be expected to individually have an impact on Global Climate Change (AEP, 2007). Furthermore, greenhouse gas impacts are considered to be exclusively cumulative impacts; there are no non-cumulative greenhouse gas emission impacts from a climate change perspective (CAPCOA, 2008). Thus, the project analysis of greenhouse gas emissions is to determine whether the project impact is cumulatively considerable.

Four types of analyses are used to determine whether the Revised Project could be in conflict with the state goals for reducing greenhouse gas emissions. The analyses are as follows:

1. Any potential conflicts with CARB's 39 recommended actions in California's AB 32 Climate Change Scoping Plan.
2. The relative size of the project. The project's greenhouse gas emissions will be compared to the size of major facilities that are required to report greenhouse gas emissions (25,000 metric tons/year of CO₂e)² to the state, as well as the SCAQMD greenhouse gas threshold of 3,000 metric tons/year CO₂e. The project size will also be compared to the California greenhouse gas emissions limit of 427 million metric tons per year of CO₂e emissions by 2020. In reaching its goals, the CARB will focus upon the largest emitters of greenhouse gas emissions.
3. The basic energy efficiency parameters of a project to determine whether its design is inherently energy efficient.
4. Any potential conflicts with applicable Riverside County plans, policies, or regulations adopted for the purpose of reducing the emissions of greenhouse gas.

In regards to Item 1, the Revised Project does not pose any apparent conflict with CARB's 39 recommended actions in California's AB 32 Climate Change Scoping Plan.

With regard to Item 2, construction greenhouse gas emissions associated with the Revised Project would not differ substantially as compared to the Original Project. Although, the Revised Project's construction period would be longer than that proposed

² As noted above the 25,000 metric ton annual limit identifies the large stationary point sources in California that make up approximately 94 percent of the stationary emissions. If the project's total emissions are below this limit, its total emissions are equivalent in size to the smaller projects in California that as a group only make up 6 percent of all stationary emissions. It is assumed that the activities of these smaller projects generally would not conflict with State's ability to reach AB 32 overall goals.

for the Original Project, both construction and operational greenhouse gas emissions associated with the Revised Project would be well under the SCAQMD interim greenhouse gas threshold of 3,000 metric tons/year CO₂e, as discussed above. Similarly, the Revised Project would not generate sufficient emissions of greenhouse gases to contribute considerably to the cumulative effects of greenhouse gas emissions such that it would impair the state's ability to implement AB 32.

With regard to Item 3, the Revised Project would be energy efficient because it would be required to adhere to Policy H-29, Sustainable Building Policy, as described under the analysis of Item 4 below.

In regards to Item 4, applicable policies have been adopted by Riverside County for the purpose of reducing the emissions of greenhouse gases. Similar to the Original Project, the Revised Project would not conflict with any of these policies. These policies include: Policy A-17, Printed Forms Control/Purchase and Use of Recycled Materials; Policy A-64, Environmental Purchasing Policy; Policy D-2, Use and Purchase of County Vehicles; Policy H-4, Conservation of Energy; Policy H-29, Sustainable Building Policy; and Policy K-3, Telecommuting Schedule.

In summary, with adherence to all applicable policies, the Revised Project would not result in effects that would be substantially more severe than those identified in the Final IS/MND for the Original Project. Consistent with the finding for the Original Project, neither mitigation nor monitoring would be required for this issue area.

Mitigation: None required.

Monitoring: None required.

<u>Issues (and Supporting Information Sources):</u>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
6. BIOLOGICAL RESOURCES —				
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SOURCES: CDFG, Staff Report on Burrowing Owl Mitigation, 1995; CNPS, 2009; CNPS, 2001; Riverside County Environmental Programs Department, 2009.

6. (a) Findings of Fact: *Less Than Significant With Mitigation Incorporated.* To determine potential impacts to biological resources, database searches were performed, which include the California Natural Diversity Database (CNDDDB) (CDFG, 2009), the California Native Plant Society Electronic Inventory (CNPS, 2009), and the U.S. Fish and Wildlife Service endangered species list (USFWS, 2009). The determination of whether or not special-status species occur on the project site is based on the proximity of the project to previously recorded occurrences in the CNDDDB or other sources, on-site vegetation and habitat quality, topography, elevation, soils, surrounding land uses, habitat preferences, and geographic ranges of special-status plant and wildlife species known to occur in the region.

The proposed construction activities at the RCRMC would be within the fenced boundaries of a site that has been previously graded and mowed for weed abatement therefore habitats that may support potentially occurring special-status species are very limited. The vegetation community found on the site is a weedy mix of native and non-native grasses and forbs. Species found include brome grasses (*Bromus sp.*), wild oat (*Avena sativa*), and fiddleneck (*Amsinckia menziesii*).

Nearby occurrence records provided by the CNDDDB and CNPS indicate the following special-status species have the potential to occur on the project site: burrowing owl (*Athene cunicularia*), orange throated whiptail (*Aspidoscelis hyperythrya*), and San Diego horned lizard, (*Phrynosoma coronatum*). Some small animal burrows were noted and the open grassland/ruderal habitat has a low potential to support burrowing owl (*Athene cunicularia*), a species of concern of the California Department of Fish and Game.

A burrowing owl survey was performed at the project site on August 31, 2009 (Riverside County Environmental Programs Department, 2009) (refer to Appendix C [of the Final IS/MND] for survey). The survey protocol was consistent with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) guidelines, which includes a 500 foot buffer around the project site. No burrowing owls or sign of burrowing owls were observed during the survey. Due to the high level of disturbance, there is very low potential for the site to support other ground dwelling special-status species that may occupy non-native grassland habitats (Riverside County Environmental Programs Department, 2009).

Trees on the site including eucalyptus, pepper, and ornamental plum, have the potential to support nesting birds. One oak tree was noted on the property near the north side ambulance entrance approximately 400 feet from the nearest proposed construction. Although no trees are planned to be removed during construction, there are trees on the property near enough to construction activities to warrant nesting bird surveys. The federal Migratory Bird Treaty Act (16 USC, Section 703, Supp. I, 1989) prohibits killing, possessing, or trading migratory birds, except in accordance with regulations prescribed by the Secretary of the Interior. Migratory birds protected under this law include most native birds, with the exception of a few old world species, such as european starling (*Sturnus vulgaris*), rock pigeon (*Columba livia*), house sparrow (*Passer domesticus*) and certain game birds (e.g. turkeys and pheasants). Migratory birds are also protected by the state of California, under Section 3513 of the California Fish and Game Code (CDFG Code). The CDFG Code also protects all breeding birds under Section 3503, and raptors under Section 3503.5.

To ensure potential impacts to protected species remain less than significant, the following mitigation measures are recommended:

Mitigation Measure BIO-1: Conduct a preconstruction survey for burrowing owl. The following measures shall be implemented prior to ground disturbing activities.

A preconstruction survey shall be conducted by a qualified biologist within and adjacent to ruderal habitat within 30 days of the on-set of construction. If preconstruction surveys are undertaken during the breeding season (February 1st through August 31st) and an active nest is located, a 500-foot buffer shall be placed around the nest. Orange-mesh construction fencing shall be installed to delineate the buffer area surrounding the nest and shall remain in place through

the duration of the breeding season or until the nest is no longer occupied as determined by a qualified biologist.

If preconstruction surveys are conducted during the non-breeding season (September 1st through January 31st), owls may be relocated to adjacent suitable habitat. Prior to the relocation of any owls, a burrowing owl relocation plan shall be prepared by a qualified biologist and approved by the CDFG. This plan must include methods for removing the owls, assessment and location of suitable sites for relocating owls, and a coordination plan with CDFG and USFWS.

Monitoring: *Riverside County shall verify that the above surveys have occurred, plans submitted as necessary, and follow-up actions taken accordingly.*

Mitigation Measure BIO-2: *To avoid impacts to nesting birds, should ground disturbing construction activities take place during the breeding season (February 1st through August 31st):*

The County shall retain a qualified biologist to conduct nest surveys in potential nesting habitat within and adjacent to the project site within 30 days prior to construction or site preparation activities. Surveys shall include examination of trees, shrubs, and the ground within grassland for nesting birds, as several bird species known to occur in the area are shrub or ground nesters.

If active nests are found, clearing and construction activities within a buffer distance determined by CDFG or the qualified biologist, shall be postponed or halted until the nest is vacated and juveniles have fledged, as determined by the biologist, and there is no evidence of a second attempt at nesting during the same year. Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel shall be instructed on the sensitivity of nest areas. The biologist shall serve as a construction monitor during those periods when construction activities will occur near active nest areas to ensure that no inadvertent impacts to these nests will occur. The results of the survey, and any avoidance measures taken, shall be submitted to the County of Riverside within 30 days of completion of the preconstruction surveys and construction monitoring to document compliance with applicable state and federal laws pertaining to the protection of native birds.

Monitoring: *Riverside County shall verify that the above surveys have occurred, plans submitted as necessary, and follow-up actions taken accordingly.*

With the incorporation of Mitigation Measure BIO-1 and BIO-2, impacts to biological resources would be reduced to less than significant levels.

Less Than Significant With Mitigation Incorporated. *Similar to the Original Project, the Revised Project would be developed on the land adjacent to, and surrounding the existing RCRMC. As discussed above, the project site has been previously graded and mowed for weed abatement therefore habitats that may support potentially occurring*