

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)**

**PREPARATION OF SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT FOR THE
HARVESTON GENERAL PLAN AND SPECIFIC PLAN AMENDMENT**

THIS AGREEMENT is made and effective as of **June 25, 2019**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Environmental Science Associates a Corporation** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **June 25, 2019**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2020**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **two hundred thirty thousand one hundred seventy five dollars (\$232,175.00), plus 10% Contingency of twenty three thousand two hundred seventeen dollars and fifty cents (\$23,217.50) for a total Agreement amount of two hundred fifty five thousand three hundred ninety two dollars and fifty cents (\$255,392.50)** for the total term of this agreement unless additional payment is approved as provided in this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONSULTANT

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be

maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring

8. INDEMNIFICATION

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

9. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as: Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

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

1) General Liability: One Million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One Million (\$1,000,000) accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability Coverage: One Million Dollars (\$1,000,000) per claim and in aggregate.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

c. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

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

5) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

d. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

10. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project

or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: **Environmental Science Associates**
Attn: Eric Ruby
550 West C Street Suite 750
San Diego, CA 92101

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

ENVIRONMENTAL SCIENCE ASSOCIATES

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Michael S. Naggar, Mayor

By: _____
Eric Ruby, Senior Vice President

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
Bobbette Biddulph, Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Environmental Science Associates

Attn.: Eric Ruby

550 West C Street, Suite 750

San Diego, CA 92101

619-719-4188

eruby@esassoc.com

PM Initials: 

Date: 

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

Scope of Work

This scope of work has been developed based upon discussion with City of Temecula staff, available project documents and information, CEQA statute and guidelines, City of Temecula CEQA guidelines, and assumes that all project description details will be provided by the City of Temecula. ESA will prepare and process all requisite CEQA notices, advertising, mailings and documents for the City of Temecula.

Task 1 – Project Management/Coordination/Preliminary Environmental Review

Project management/coordination and attendance at meetings will occur under this task. We anticipate approximately 12 hours per month for project management/coordination for the duration of the project. We have also included costs for meeting attendance (4) and conference calls with the city for the duration of the project (9 months) and attendance at Planning Commission (1) and City Council (1) public hearings. Task 1 will include preliminary research and review of the project application materials, Initial Study and CEQA notices. SEIR organization and scheduling will also be developed as part of Task 1.

Task 2 - Notice of Preparation / Initial Study / Scoping

ESA will prepare a Notice of Preparation (NOP) and the Initial Study for the proposed project to solicit input from public agencies and interested parties into the content of the SEIR. Based on our preliminary knowledge of the project the following environmental issues will be identified in the Initial Study/NOP as being evaluated in the SEIR: aesthetics, air quality/GHG, biological and cultural/tribal resources, energy, land use/planning, noise, traffic, and public services/utilities.

Task 3 – Draft Supplemental EIR

ESA will prepare an Administrative Draft Supplemental EIR for review by the City of Temecula. The Administrative Draft SEIR will be prepared in accordance with the provisions of Sections 15163 of the CEQA Guidelines. It will include the above outlined specific CEQA-required sections and will incorporate the balance of the CEQA sections contained in the original Harveston EIR by reference.

The following outline summarizes the proposed organization of the Draft SEIR:

Executive Summary: The executive summary is intended to encapsulate the entire Draft SEIR in order to provide a quick understanding of the project's potential impacts. It will identify, in an overview fashion, the proposed project under consideration and its objectives including any design features of the project which will be implemented. The executive summary will briefly discuss the environmental impacts associated with project implementation (whether beneficial or adverse, significant as well as insignificant), and will contain a summary analysis of the alternatives to the proposed project.

Section 1.0 – Introduction: The introduction will include the purpose of an SEIR and procedural information. A detailed discussion of the SEIR structure will be included in the introduction as well as a summary of the incorporation by reference process. In addition, the introduction will summarize all of the impact analysis contained in the original Draft EIR.

Section 2.0 – Project Description: The project description will be based on existing information and include the project location and setting, site characteristics, project objectives and the characteristics of the project. This section will also include the requested permits and approvals for the proposed project. In addition, this section will include a discussion of the past, present, and reasonably foreseeable future projects and activities in the surrounding areas that will serve as the basis for the cumulative impact analysis.

Section 3.0 – Environmental Impact Analysis: For each potentially significant issue identified in the NOP/Initial Study, this section of the SEIR will include a discussion of the environmental setting, project impacts, cumulative impacts, project design features, level of significance before mitigation, mitigation measures, and the level of significance after mitigation. The assessment of impacts will be consistent with CEQA requirements and will utilize defined thresholds of significance to determine the impacts of the proposed project. ESA will be responsible for the preparation of the technical analysis with regard to the environmental issues identified in Task 3 below.

Section 4.0 – Alternatives: Alternatives to the proposed project will be evaluated in the draft SEIR. Alternative overlay configurations and land use intensities will be developed for the project, and will be incorporated into the draft SEIR. For the purposes of this proposal, a total of three (3) alternatives in addition to the mandatory no project alternative will be considered in this section of the SEIR. For each alternative, a description of the alternative, consideration of the alternative's feasibility in relation to the basic objectives of the project (established by the City), and a comparative analysis of the environmental impacts attributable to the alternative versus those associated with the proposed project for each of the environmental categories discussed above will be provided. Consideration of any further alternatives which may be required will result in modifications to the project budget.

Section 5.0 – Long-term Implications of the Proposed Project: ESA will prepare the following CEQA-required analysis sections: significant irreversible environmental changes and growth-inducing impacts.

Section 6.0 – Persons and Organizations Consulted/References: ESA will prepare this section of the SEIR to document all persons and sources that contributed to the environmental analysis.

Subsequent to review by the City of the Screencheck Draft SEIR, ESA will prepare the Draft SEIR which incorporates final changes. We assume that changes will be minimal due to early consultation with the City, previous approval of technical reports by City personnel, and submittal of the Screencheck Draft SEIR. This scope of work assumes two rounds of screen check Draft SEIR review. Copies of the Draft SEIR, including technical appendices, will be provided for distribution. ESA will prepare the Notice of Completion prior to public circulation of the Draft SEIR and will assist the City in transmitting the required copies to the State Clearinghouse and required agencies.

Document Production Assumptions:

- 6 copies each – *Administrative Screencheck and Screencheck Draft SEIR, 1 electronic copy*
- 6 copies each – *Administrative and Screencheck Draft SEIR, 1 electronic copy*
- 30 Copies – *DSEIR, 15 CDs*

Task 4 – Final SEIR/Findings/Mitigation Monitoring

At the conclusion of the public review period, ESA will work with City to obtain all comments received on the Draft SEIR. An Administrative Final SEIR containing proposed responses to comments and revisions to the Draft SEIR, where required, will be prepared once all comments are received. The ESA team will provide any and all necessary input to the responses to comment letters that may be required.

It is difficult to predict public reaction to the Draft SEIR at this time. For the purposes of this proposal, it is assumed that public reaction to the document will be limited to a maximum of 15 comment letters. In the event that the public comments on the Draft SEIR are greater than expected, ESA will meet with the City to adjust the work program/budget as necessary. An Administrative Final SEIR will be submitted to the City for review.

Upon incorporation of comments on the Administrative Final SEIR, ESA will prepare a Screencheck Final SEIR for submittal to the City. ESA assumes that comments on the Screencheck Final SEIR will be minimal, due to early consultation with the City when comments were received. This scope of work assumes two rounds of screen check Final SEIR review.

Subsequent to City review of the Screencheck Final SEIR, ESA will prepare the Final SEIR, including CEQA findings. It is understood that ESA would only prepare a Statement of Overriding Considerations, if required.

Deliverables:

- 6 copies each – *Administrative and Screencheck Final SEIR, 1 electronic copy*
- 30 Copies – *Final SEIR, 15 CDs*

ESA will prepare a detailed Mitigation Monitoring and Reporting Program (MMRP) in accordance with Section 15063 of the *CEQA Guidelines* in response to any significant environmental impacts that may be identified to result from the proposed development. The MMRP will be submitted with the Draft SEIR and will be finalized once the FSEIR is certified.

Environmental Issues

Based on the knowledge of the project, the following specific issues will be evaluated and addressed in the SEIR:

Landform and Aesthetics

The proposed project includes the implementation of a residential land use overlay that may result in substantial visual changes to the project area.

Tasks

- Review the proposed General Plan Amendment/Specific Plan amendment and residential land use overlay prepared for the proposed project.
- Analyze the existing visual character of the project site. Compare the height and massing allowed by the proposed GPA and overlay with surrounding land uses and structures.
- Discuss consistency of the proposed project with visual quality and design policies and guidelines of the City General Plan and Adopted Harveston Specific Plan and other plans and studies, as appropriate.
- Evaluate the project site for potential nighttime light and glare impacts on nearby uses.
- Discuss measures included in the proposed project to mitigate potentially significant visual impacts. As appropriate, identify additional or alternative measures to avoid or reduce any potentially significant effects to a less-than-significant level.
- Determine the significance of potential project impacts on the existing character of the area.

Air Quality / GHG Analysis

The project applicant proposes the Harveston Specific Plan (SP) Amendment, Supplemental Environmental Impact Report (Draft SEIR), which will convert a portion of one of the planning areas from "Service Commercial" to "Residential" (1,000 units). Preparation of the SEIR will be based on the previously-certified 2001 Harveston Specific Plan EIR but due to its date, include updated analysis for air quality and noise, and a GHG analysis (not

included in the 2001 EIR). However, recent SEIRs to the 2001 EIR for auto dealership projects (e.g., 2015 Mercedes & Audi) have been completed by ESA within the same planning area; therefore, the 2015 Audi EIR sections would be utilized for the Harveston SEIR sections, and updated from 2015, as needed; i.e., AQ and GHG. The traffic counts will likely be reduced moving from service commercial to resident, therefore, traffic emissions would be reduced; traffic AQ and GHG emissions and traffic noise would still need to be quantified. City of Temecula does not have a Climate Action Plan (CAP) but the City does have a Sustainability Plan; therefore, ESA assumes the same approach to GHG, as done for the Audi document. ESA assumes no stand-alone technical reports will be required for the air quality, noise, and GHG analysis, with the analysis provided in the SEIR sections and the back-up modeling and calculations provided in the appendix.

The project site is located within the City, and bounded by Interstate 15 and commercial office park to the west, the Audi Car Dealership and the City of Murrieta boundary to the north, and Ynez Road to the east and south. The project site is currently disturbed and vacant. Air quality and noise sensitive receptors in proximity of the project site include single-family housing and two churches are located to the east and southeast of Ynez Road, respectively, i.e., across the street from the project site and its construction.

Air Quality

ESA will assess the potential air quality impacts in the project EIR. Site preparation and construction activities, as well as project operational characteristics, could generate short-term temporary construction emissions and long-term operational emissions of criteria air pollutants, such as particulate matter and ozone precursors. Air quality sensitive receptors in the project vicinity include a residential community within approximately 500 feet from the project boundary; therefore, ESA would prepare a qualitative health risk assessment (HRA). The project site is located within the South Coast Air Basin (Basin) under the local jurisdiction of the South Coast Air Quality Management District (SCAQMD). Construction, area, and mobile source emissions associated with the project would be quantified using the emissions model, CalEEMod, and compared against SCAQMD's adopted regional and localized thresholds of significance. Where exceeding thresholds, ESA will propose mitigation measures to reduce emissions below level of significance. These new emissions, added to existing sources of air pollution and cumulative development planned for the area, would be assessed for cumulative air quality impacts. The following tasks would be performed for the air quality analysis:

- Identify the local and regional climate, meteorology, and topography of the project area, as they affect the accumulation or dispersion of pollutants.
- Identify the applicable federal, state, and local regulatory agencies responsible for air quality management, and briefly summarize pertinent federal, state, and local air quality policies, regulations, and air quality standards, as they pertain to the proposed project site.
- Summarize current air quality conditions, i.e., attainment with standards designation, and recent five-year annual emissions in the project area, based on annual air quality monitoring data summaries published by SCAQMD.
- Discuss SCAQMD projections of future air quality trends over the life of the project, as presented in the most recent Air Quality Management Plan (AQMP)/State Implementation Plan (SIP), and the assumptions

upon which the projections are based. Identify any policies or goals embodied in the AQMP that would apply to the proposed project.

- Identify specific air-pollutant-sensitive land uses or activities (i.e., involving children and the elderly) in the vicinity of the project site or along roads providing access to the project site.
- Describe SCAQMD air quality impact significance thresholds for new developments.
- Determine, at an appropriate level of detail, the potential for short-term emissions of criteria air pollutants generated by construction activities. Estimate construction-related emissions for all project components using the most recent versions of ARB's OFFROAD and EMFAC air pollutant emissions models as incorporated into the SCAQMD-recommended California Emissions Estimator Model (CalEEMod). Estimate area- and mobile-source emissions associated with the project based on proposed building sizes and types and the project traffic analysis using the most recent version of CalEEMod. ESA shall develop appropriate assumptions for the model input variables (e.g., overall project construction schedule, construction equipment mix, estimated quantity of materials to be delivered and soil to be excavated and/or imported, and an estimate of construction worker and delivery trips). Operational emissions will be based on estimated vehicle trips following project build-out and corresponding on-site area and stationary sources. Vehicle trips will be based on information provided in the project's traffic study to be provided to ESA.
- Assess the project's possible effect on local air quality, including carbon monoxide, nitrogen dioxide, and particulate matter concentrations at nearby sensitive receptors. The analysis will be conducted in accordance with the SCAQMD's localized significance thresholds methodology.
- Discuss the potential for air pollutant emissions from development in the project area to adversely affect existing sensitive land uses or activities in proximity, including carbon monoxide hotspots and toxic air contaminants, or to impede attainment of state or federal air quality goals.
- The potential for the project to contribute to localized carbon monoxide (CO) hotspots at roadway intersections would be evaluated qualitatively for those intersections which exceed the screening levels. However, for the purpose of this scope, ESA assumes no such exceedances occur and CO hotspot modeling is not needed.
- Based on an initial preliminary aerial search of the area, via Google Earth, the project site is located adjacent to I-15 to the west, and adjacent to single-family housing to the east and southeast across Ynez Road, which are the closest sensitive land uses, approximately 100 feet east of the project site, with two churches nearby to the southeast. Otherwise, the project site is surrounded by roadways and commercial uses. Given the proximity of project construction to receptors (i.e., within 500 feet), and potential for project construction to extend beyond six months, a quantitative construction health risk assessment (HRA) is proposed to assess construction-related toxic air contaminant emissions. ESA will prepare the modeling and health risk calculations based on the Office of Environmental Health and Hazard Assessment (OEHHHA) guidelines that were updated in 2015 for evaluating TACs and health risk impacts. The refined HRA will be performed using the AERMOD dispersion model and the CARB Hot Spots Analysis Reporting Program (HARP) model or spreadsheet methodology in accordance with OEHHHA's guidelines to quantify potential impacts from TACs emitted during construction (primarily diesel particulate matter, DPM). If potentially

significant health risk impacts are identified, ESA will develop mitigation measures where feasible to address and reduce the significant impacts. The refined construction HRA is included as an optional task for the purposes of this scope. Operation of the proposed development will not result in appreciable TAC emissions, and impacts will be assessed qualitatively.

- Assess the potential for the proposed project to create objectionable odors that could affect a substantial number of people.
- Discuss conformance of the project with AQMP/SIP, and determine whether identified air quality impacts would exceed SCAQMD thresholds of significance.
- Identify cumulative development in the area and discuss the potential for cumulative development to adversely affect air quality or impede attainment of air quality goals.
- Identify practical, feasible, and clear measures to mitigate the adverse impacts of the project on air quality that are identified in the analysis.

Greenhouse Gas Emissions

ESA will estimate the greenhouse gas (GHG) emissions generated by project construction and operation, and assess the project's potential climate change impacts in preparation of the EIR GHG/Climate Change section. CEQA Guidelines include requirements for determining the significance of impacts from GHG emissions; therefore, the project GHG analysis will include responses to all questions in the CEQA Guidelines Appendix G Greenhouse Gas Emissions section. The following tasks would be performed for the GHG analysis:

- Summarize the federal, state, regional, and local regulatory environment relative to climate change and generation of GHG emissions.
- Describe the existing project setting as it relates to GHG emissions.
- Quantify project emissions of GHGs, primarily carbon dioxide, methane, and nitrous oxide, resulting from project construction and operation using the most recent version of the SCAQMD-recommended CalEEMod, and follow SCAQMD's methodology which includes amortized construction emissions as part of the total project GHG emissions.
- Address impacts based on the CEQA Guidelines Appendix G checklist questions pertaining to GHG emissions.
- Describe the SCAQMD's proposed GHG impact significance thresholds for new developments. Identify the criteria used to determine significance of impacts as applicable at the time of the analysis. Assessment of consistency with ARB's Climate Change Scoping Plan will be performed to determine whether the project is consistent with the goals of AB 32.
- Document conformance with the City's Sustainability Plan, including GHG-reduction measures.
- Recommend appropriate mitigation measures to reduce GHG emissions from project construction and operation, if warranted by the impact analysis.

Deliverables:

- 1 (one) electronic or unbound hardcopy – Air Quality / GHG Analysis

- 2(two) hardcopy – Air Quality / GHG Analysis

Acoustical Analysis

Noise generated by construction activities, and operational noise from the completed project, would increase noise levels as a result of construction noise, and an increase in local traffic and operational activities. This analysis will be based on the traffic report and construction equipment mix. ESA will assess the potential noise and vibration impacts in the preparation of the EIR noise and vibration section. The following tasks would be performed for the noise analysis:

- Briefly describe and discuss existing major noise sources surrounding the project site, particularly the traffic noise from adjacent roadways, i.e., I-15 and Ynez Road. ESA noise specialists would conduct up to four, short-term, daytime measurements at the noise sensitive receptors nearest to the project site, to characterize the daytime ambient noise levels for project construction impacts. ESA assumes no long-term measurements are required, as project operational noise would be limited to project vehicle trips added to adjacent roadways, which would be assessed based on existing and future traffic volumes provided in the project traffic report.
- Briefly summarize state and local noise policies, regulations, and standards, as they pertain to the proposed project.
- Identify noise-sensitive land uses or activities in the vicinity of the project site, and along roads providing access to the project site, that would be affected by development of the proposed project.
- Discuss the potential for on-site construction activities to affect nearby residences and other sensitive receptors. This discussion will be based upon proposed construction activities and scheduling information provided by the applicant. Otherwise, this discussion will be based upon peak noise levels generated by an assumed standard mix of construction equipment and activities.
- Using the Federal Highway Administration's Highway Traffic Noise Prediction Model (FHWA-RD-77-108), ESA will calculate existing, future base case (i.e., without the project), future project case (i.e., with the project), roadside noise levels along road segments that would be affected by motor vehicle traffic generated by the project, to determine whether project vehicular traffic would adversely affect adjacent land uses.
- Identify cumulative development in the project area (i.e., development that is under formal consideration or has been approved, and discuss the potential for cumulative development to adversely affect noise-sensitive land uses.
- In addition to noise, vibration generated by project construction and operation would be identified and the source and attenuated at the receptor. Applicable vibration standards would be identified for potentially structural damage and human annoyance. However, the use of typical construction equipment for grading site roadways is anticipated (i.e., no impact equipment such as pavement breaking and pile driving is assumed) at a sufficient distance (across the street) from existing inhabited residences, such that potential structural damage would be mitigated by distance attenuation, and human annoyance impacts minimized by best management practices.

- Identify practical, feasible and clear measures to mitigate the adverse noise and vibration impacts of the project. Mitigation measures will be developed in consultation with the lead agency and responsible agencies as appropriate. Significance after mitigation would be addressed.

Biological Resources

ESA will use available information sources, including aerial photographs, topographic maps, habitat conservation plans and existing biological and planning documents in the project region to document existing biological resources onsite and in the vicinity of the site. Onsite biological resources are expected to be minimal. ESA will utilize the California Department of Fish and Wildlife (CDFW) California Natural Diversity Data Base (CNDDB) and the California Native Plant Society's *Electronic Inventory of Rare and Endangered Vascular Plants of California* to develop a list of threatened and endangered and other sensitive species with potential to occur within, or in habitats adjacent to, the project area. ESA will also obtain official special status species lists for the project area from the U.S. Fish and Wildlife Service. The project site is not located within an MSHCP Criteria Cell and there are no known riparian/riverine resources onsite, so a formal MSHCP conformance report is not required.

Tasks

ESA will conduct a field survey to detail vegetation and wildlife habitat in the project area to identify the potential for special-status species, jurisdictional waters/wetlands and other sensitive biological resources, including wildlife movement corridors, to be present onsite. Potential special-status species that may be associated with habitats on, or adjacent to, the project site include: burrowing owl, California Gnatcatcher, Quino checker spot butterfly and other riparian bird species. For each special-status species for which suitable habitat has been identified in the project area, the following specific information will be collected or estimated:

- Distribution and abundance onsite – observed or expected;
- Historic and recent status within the area;
- Habitat quality;
- Ecology, behavior, and habitat requirements, and
- Aspects of biology of each species which could be relevant to the proposed uses of the project site

Deliverables:

- 1 (one) electronic or unbound hardcopy Biological Assessment
- 3 (three) hardcopies - Biological Assessment

Cultural & Tribal Resources

The scope of work for the cultural and tribal resources assessment includes three (3) tasks for archival research, pedestrian cultural resources survey, and reporting to be carried out by ESA. This scope of work assumes that the City of Temecula will conduct tribal cultural outreach/consultation.

Tasks

- **Archival Research.** Archival research will be conducted in support of the Project and will include a records search at the Eastern Information Center (EIC), a review of historic map and aerial photographs, a Sacred Lands File (SLF) search conducted by the California Native American Heritage Commission (NAAHC), and a desktop geoarchaeological review. The EIC records search will encompass the Project area as well as a 1-mile radius around the Project area.
- **Cultural Resources Survey.** A cultural resources survey will be conducted for the Project area. A qualified cultural resources specialist will systematically survey the Project area using transects spaced no greater than 15 meters apart. In the event resources are discovered, the discoveries will be photo-documented and recorded on appropriate California Department of Parks and Recreation (DPR) 523 forms, and their locations mapped using a GPS unit.
- **Cultural Resources/Tribal Assessment Report.** ESA will prepare a Cultural Resources Assessment Report for the Project. The report will follow the guidelines in Archaeological Resource Management Reports (ARMR): Recommended Contents and Format, Department of Parks and Recreation, Office of Historic Preservation, State of California, 1990. The report will incorporate the methods and results of the archival research conducted in support of the Project and will provide background context for the Project area and its vicinity. The report will present the methods and results of the survey and will provide recommendations regarding further treatment of any potentially significant resources identified as a result of the study. A draft report will be provided to the City. A final report, incorporating one round of comments, will be prepared and one hard copy and an electronic copy (PDF) will be provided. A hard copy of the final report will be sent to the archives at the EIC for their files.

Deliverable:

- *Draft Phase 1 Cultural Resources Assessment Report*
- *Final Phase 1 Cultural Resources Assessment Report*

Energy

Energy Technical Memorandum

The energy impact analysis will be based upon the requirements in PRC 21100 (b)(c), CEQA Guidelines Section 15126.4 and CEQA Guidelines Appendix F, as well as the recently released Governor's Office of Planning and Research (OPR) CEQA Guidelines update. Appendix F of the State CEQA Guidelines states that, in order to ensure that energy implications are considered in project decisions, the potential energy implications of a project shall be considered, to the extent relevant and applicable to the project. Recent court opinions have held that a project's

energy impacts should be analyzed under Appendix F of the CEQA Guidelines, including transportation energy use and relevant energy-related factors external to a building's envelope.

Tasks

- In accordance with the requirements of Appendix F of the CEQA Guidelines, ESA proposes to identify relevant information that addresses the energy implications of the Project. ESA will quantify the Project's anticipated construction energy needs. ESA will utilize the information from the Project's air quality and Greenhouse Gas analysis to quantitatively evaluate construction energy demand from construction equipment, haul trucks, vendor trucks, and construction workers. ESA will also quantify the Project's anticipated operational energy needs, including from the Project's water demand, which results in electricity usage from the supply, conveyance, distribution, and treatment of potable water. The operational energy needs will take into account compliance with the Title 24 Building Energy Efficiency Standards and California Green Building (CALGreen) Code, and all additional energy efficiency measures implemented beyond regulatory requirements as detailed in the air quality and greenhouse gas analysis. ESA will also estimate the Project's operational transportation-related energy needs based on the estimated fuel consumption for vehicle trips to and from the Project Site using the estimated emissions identified in the air quality and/or greenhouse gas assessments. The project engineer will provide anticipated project electricity requirements.
- ESA will summarize the Project's anticipated energy needs and conservation measures. ESA will describe project commitments, design features, and mitigation measures that would minimize and reduce the Project's consumption of fuel and energy and determine the potential for energy impacts based on the evidence. If potentially significant impacts are found, ESA will inform the Client immediately and will work with them to identify additional energy efficient measures implemented by the project that were not specifically identified in the air quality or greenhouse gas assessments. If impacts remain significant, ESA will recommend additional feasible energy efficiency design features or mitigation measures to reduce impacts.
-

Heath Risk Assessment (HRA)

Based on an initial preliminary aerial search of the area, via Google Earth, the project site is located adjacent to I-15 to the west, and adjacent to single-family housing to the east and southeast across Ynez Road, which are the closest sensitive land uses, approximately 100 feet east of the project site, with two churches nearby to the southeast. Otherwise, the project site is surrounded by roadways and commercial uses. Given the proximity of project construction to receptors (i.e., within 500 feet), and potential for project construction to extend beyond six months, a quantitative construction health risk assessment (HRA) is proposed to assess construction-related toxic air contaminant emissions. ESA will prepare the modeling and health risk calculations based on the Office of Environmental Health and Hazard Assessment (OEHHA) guidelines that were updated in 2015 for evaluating TACs and health risk impacts. The refined HRA will be performed using the AERMOD dispersion model and the CARB Hot Spots Analysis Reporting Program (HARP) model or spreadsheet methodology in accordance with OEHHA's guidelines to quantify potential impacts from TACs emitted during construction (primarily diesel particulate matter,

DPM). If potentially significant health risk impacts are identified, ESA will develop mitigation measures where feasible to address and reduce the significant impacts. The refined construction HRA is included as an optional task for the purposes of this scope. Operation of the proposed development will not result in appreciable TAC emissions, and impacts will be assessed qualitatively.

Land Use and Planning

Implementation of the proposed project would result in a land use change from service commercial to residential land use on the project site, and require a general plan amendment and specific plan amendment. The Analysis will complete the following tasks:

Tasks

- Inventory existing land uses and general plan/specific plan/zoning land use designations
- Document the required general plan and specific plan amendment requirements and associated land use changes.
- Compare the existing Specific Plan land use plan to the proposed specific plan amendment land uses
- Evaluate land use compatibility impacts between existing adjacent and proposed onsite land uses.

Public Services & Utilities

The proposed project would result in the addition of new residential land uses and would increase the population in the project area, which would generate additional demand for utilities and public service systems, and could affect the service standards of local public service agencies/districts. The SEIR will analyze impacts on utilities and service systems including: water supply (RCWD), wastewater conveyance, treatment and disposal (EMWD), regional drainage facilities, and solid waste disposal.

Tasks

- Document existing and proposed water, wastewater, drainage and solid waste facilities, including any expansion plans.
- Demonstrate compliance with Section 15155 of the CEQA Guidelines (Water Supply Assessment) to document that adequate water supply will be available for the proposed GPA/SPA.
- Evaluate GPA/SPA impacts to water, wastewater, drainage and solid waste disposal facilities and determine if facility upgrades are required to accommodate the additional demand.
- Document any requisite mitigation measures to reduce utilities and service systems impacts to less than significant levels.
- Document project impacts to public services including police, fire and schools.

Traffic and Circulation

ESA will coordinate the traffic study to be prepared by Fehr & Peers and will summarize findings in the SEIR document. The traffic impact analysis will include an evaluation of construction related and operational effects

related to the General Plan Amendment/Specific Plan Amendment. The TIA will be prepared consistent with the requirements of the City of Temecula's General Plan Circulation Element and the City of Temecula's current Traffic Impact Analysis Preparation Guide. Fehr & Peers will conduct a scoping session with the City's Traffic Engineer prior to initiating the TIA to ensure that potential on-site circulation impacts, off-site traffic impacts, and parking impacts are adequately addressed in the TIA.

Tasks

The project consists of the construction of 1,000 residential units and will rezone the site's current land use designation from Service Commercial to Residential. The project will be developed on a vacant parcel with up to four access driveways including three on Ynez Road and one onto Date Street. It is also understood that French Valley Parkway will be extended over I-15 to Date Street by the project opening year.

Fehr & Peers will prepare the project transportation analysis study according to the City of Temecula Public Works Department, Traffic Impact Analysis Guidelines, including use of the most recent Riverside Traffic Analysis Model (RivTam) and the Synchro 10 software. The following analysis scenarios are assumed for inclusion in the traffic study:

- Existing Conditions (Without Project)
- Existing Conditions (With Project)
- Opening Year (With Project)
- Opening Year (Without Project)
- Cumulative Traffic Conditions (Without Project)
- Cumulative Traffic Conditions (With Project)
- General Plan Buildout (Without Project)
- General Plan Buildout (With Project)

Although the study area will be finalized with City staff prior to beginning the study, we anticipate evaluating a total of 16 study intersections (including the four project driveways) and 10 roadway segments as part of the study.

Projects Kick-Off and Traffic Study Scoping

At the outset of the study, a meeting will be held with City staff to finalize and confirm the project descriptions and verify the overall approach to the transportation studies. The following components of the project will also be verified as part of the project Traffic Study Scoping Agreement:

- Planned completion date
- A list of approved and pending development projects in the study area
- Any funded roadway improvements in the study area
- Signal timing information for study intersections

- Study Intersections
- Study Roadway Segments
- Project Trip Generation
- Project Trip Distribution
- Process for Opening Year and Cumulative Project Forecast Methodology
- Determination if Caltrans Analysis is Required

A Draft Assumptions and Methodologies Memorandum will be submitted for City review. This scope assumes one round of edits to the draft memorandum based on one set of consolidated city comments.

Existing Conditions Documentation and Analysis

After the Methodology and Assumptions Memorandum is approved, manual weekday AM and PM traffic counts will be collected at the proposed study intersections. Additionally, field reconnaissance involving surveys of the existing intersection geometrics, signal phasing, and other intersection information to assess intersection operations will be conducted. The proposed list of study intersections and roadway segments are summarized below but will be finalized with City staff prior to initiating the studies:

Proposed Project Study Intersections

1. Ynez Road / Project Driveway #1
2. Ynez Road / Project Driveway #2 & Equity Drive
3. Ynez Road / Project Driveway #3
4. Date Street / Project Driveway #4 (Assumed to be right-in/right-out only)
5. Ynez Road / Date Street
6. Jackson Avenue / Murrieta Hot Springs Road (City of Murrieta)
7. Alta Murrieta Drive / Murrieta Hot Springs Road (City of Murrieta)
8. I-215 Northbound Ramps / Murrieta Hot Springs Road (City of Murrieta)
9. Ynez Road / Winchester Road
10. I-15 Northbound Ramps / Winchester Road
11. I-15 Southbound Ramps / Winchester Road
12. Jefferson Avenue / French Valley Parkway
13. Margarita Road / Date Street
14. Margarita Road / Winchester Road
15. Nichols Road / Winchester Road
16. Winchester Road / Murrieta Hot Springs Road (City of Murrieta)

Proposed Project Study Roadway Segments

1. Date Street / French Valley Parkway between Project Driveway and Jefferson Avenue
2. Ynez Road between Date Street and Winchester Road
3. Ynez Road between Date Street and Waverly Lane

4. Ynez Road between Waverly Lane and Murrieta Hot Springs Road
5. Date Street between Ynez Road and Margarita Road
6. Jefferson Avenue between French Valley Parkway and Winchester Road
7. Winchester Road between Jefferson Avenue and Ynez Road
8. Winchester Road between Ynez Road and Margarita Road
9. Winchester Road between Margarita Road and Nichols Road
10. Winchester Road between Nichols Road and Murrieta Hot Springs Road

One day will be spent in the field to verify intersection configurations, traffic control devices, transit routes, bus stop locations, and bicycle/pedestrian facilities within the study area. Intersection operations results will be conducted using the methodologies described in the Highway Capacity Manual (Transportation Research Board, 2010) utilizing signal timing data provided by the City.

Project Trip Assignment and Travel Demand Forecasting

Fehr & Peers will estimate the following forecasts for each proposed project:

Project Trips - the number of weekday AM and PM peak hour trips generated by the proposed projects will be estimated through the methods established by the Institute of Transportation Engineers (ITE) Trip Generation Handbook, 10th Edition, 2017. We will estimate the origins and destinations of trips associated with the proposed projects based on local traffic patterns, a select zone travel assignment from the RivTAM travel demand model, and discussions with City staff. Based on preliminary discussions with City staff it is understood that extension of French Valley Parkway to Date Street will be constructed within the next two years and will be analyzed as part of the project trip assignment. will be Weekday AM and PM peak hour project trips will be assigned to the roadway network serving the site using the trip generation and trip distribution estimates.

Opening Year Forecasts – we will either interpolate travel demand forecasting model projections or assign trips from approved projects to study areas to estimate growth through the opening year of the project.

Cumulative Conditions – The Cumulative Scenario analysis will utilize a list of approved and pending projects within the study area. Fehr & Peers will calculate trip generation and determine trip distribution assumptions for the cumulative project list to determine the peak hour and daily volumes within the study area or use information from approved traffic studies if available.

General Plan Buildout (Year 2035) Forecasts – The General Plan Buildout (2035) forecast traffic volumes will be determined using the latest version of the Riverside Traffic Analysis Model (RIVTAM). As a cost savings measure, previously conducted model runs from the Altair Specific Plan Traffic Analysis Study will be utilized thus no additional or new model runs will be conducted as part of this scope of work. To determine “No Project” conditions, the daily and peak hour traffic volumes included in the model will be post processed using state of practice methodologies to determine both daily and peak hour volumes within the study area. “With Project”

conditions will be calculated by adding the forecast net increase in traffic associated with the project to the forecasted "No Project" conditions.

The project trip forecasts will be added to the "no project" forecasts to develop traffic volumes for "with project conditions" at the study intersections.

Impact Assessment and Mitigation Measures

Fehr & Peers will utilize the forecasts identified above and the methodologies identified to evaluate the study intersections and roadway segments. Impacts will be identified by comparing the "with project" conditions to the "no project" conditions for each analysis scenario and for each proposed project. For impacted locations, we will identify appropriate measures to mitigate the impact to a less than significant level.

The project's impacts to bicycle, pedestrian, and transit facilities will be evaluated by reviewing the projects consistency with existing and planned facilities supporting those modes. We will also conduct a review of each site plan in terms of site access, on-site circulation, and the adequacy of parking. If necessary, Signal Warrant analysis will also be conducted per the 2014 California MUTCD for any unsignalized intersections during the AM and PM peak hour for each analysis scenario.

Project Impact Comparison Analysis: Original Project Land Use (Service Commercial) versus New Project Land Use (Residential)

Fehr & Peers will provide a high level qualitative analysis of the proposed project impacts compared to impacts identified in the original Harveston Specific Plan EIR which assumed a Service Commercial land use at the project site. This analysis will compare overall project trip generation and intersection impacts under each of the three project analysis scenarios.

Documentation

Fehr & Peers will summarize the findings of the existing conditions and technical analysis in a Traffic Impact Analysis report. The report will be consistent with the City of Temecula Traffic Impact Study Guidelines and will include the following sections:

- Executive Summary
- Introduction
- Project Description
- Methodology
- Existing Conditions
- Project Opening Year Conditions
- Cumulative Conditions
- General Plan Buildout Conditions
- Pedestrian, Bicycle and Transit Improvements
- Site Access Analysis

- Project Impacts and Mitigation
- Comparison of Change in Project Impacts due to Change in Project Land Use
- Recommendations and Conclusions

A draft of the Traffic Impact Analysis report will be submitted to ESA for review in PDF format prior to submitting the TIA to the City of Temecula for review. Following input and comments from the client, Fehr & Peers will provide one PDF and up to four (4) hard copies of the DRAFT TIA to the client for submittal to the City.

The Final Traffic Impact Report will be developed based on the received comments. We have budgeted a total of ten (10) staff hours to address comments received on the report.

Meetings

This proposal includes attendance at up to four in-person meetings including:

- Project kick-off and traffic study scoping meeting (1)
- Coordination meeting with City of Murrieta and City of Temecula (1)
- Project Study Review meeting with City of Temecula staff (1)
- Planning Commission or City Council Hearing (2)

Throughout the project the Fehr & Peers team will be available to meet with the client and/or the City to discuss the project progress, findings, or issues. A maximum of eight (8) hours of meeting time has been established for this project in addition to the meetings identified above. Should additional meeting time be required, Fehr & Peers will submit a written request to the client to amend the contract.

Optional Task – VMT (SB743) Analysis

As an optional task Fehr & Peers will provide a calculation of the project's vehicle miles traveled (VMT) specifically on a per capita basis. This analysis will utilize the VMT estimation tool we have developed for WRCOG as part of the WRCOG SB 743 Implementation Pathway project. The results of this analysis can be used to understand the project's SB 743 impacts and to respond to potential comments received through the environmental review process. Optional Task Cost - \$7,000.

- *Deliverables:*
- 1 (one) electronic or unbound hardcopy – Traffic Report
- 2 (two) hardcopy – Traffic Report

Cumulative Impacts

Implementation of the proposed project could contribute to cumulative impacts in the region. Cumulative impacts and any required mitigation measures will be documented and will be easily differentiated from project specific impacts and mitigation measures.

Tasks

- Compile a list of projects in the project vicinity in cooperation with the Cities of Temecula and Murrieta, and the county.
- Address the cumulative impacts of the proposed project in conjunction with other uses, existing and proposed, in the surrounding area.
- Identify any required mitigation measures that would reduce cumulative impacts of the project to the City.

Alternatives

The SEIR will identify alternatives that have the potential to reduce any identified significant impact associated with the proposed project. The following four (4) alternatives to the proposed project will be evaluated in the SEIR:

- No project/no development
- No project/existing Specific Plan
- Reduced development intensity alternative
- Alternative /mixed land use alternative

Tasks

- Clearly identify the process employed for selection of the alternatives and document impacts associated with the alternatives for each environmental factor contained in the original Draft EIR.
- Document the environmental setting, and impacts associated with implementation of the project for the alternatives. Identify any required mitigation measures.
- Determine if implementation of the project alternatives will reduce or eliminate impacts associated with the proposed project at its currently proposed location.
- If the alternatives do not reduce identified environmental effects and/or is not feasible, provide the basis for rejection of the alternative.

EXHIBIT B

Payment Rates and Schedule

Schedule

We understand that an efficient SEIR preparation and processing schedule is required for this project and that certification of the SEIR by the City will be the critical path for project scheduling purposes. The Administrative Draft SEIR can be completed within eight weeks of receipt of the final specific plan amendment and any available technical studies. The start to finish CEQA process for the SEIR is approximately 9 months. The schedule on the following page (Table 1) supports achievement of the major milestones of the project, and the certification of the environmental documentation.

TABLE 1
SCHEDULE – HARVESTON GENERAL PLAN AMENDMENT/SPECIFIC PLAN AMENDMENT SEIR

TASK	DURATION
Task 1 – Project Management/Coordination	Ongoing
Task 2 – Draft SEIR Preparation	
Prepare Administrative Draft SEIR and Technical Studies	8 weeks ^a
City Review	2 week ^b
Prepare Screencheck Draft SEIR	2 week
City Review	2 week ^b
Prepare Draft SEIR	1 weeks
Draft SEIR Public Review Period	45 days
Task 3 – Final SEIR/Response to Comments	
Prepare Administrative Final SEIR	3 weeks ^{a, c}
City Team Review	1 week ^b
Prepare Screencheck Final SEIR	0 week
City Review	1 week ^b
Prepare Final SEIR	0 week
Submit Final SEIR For Certification	1 day

^a This preparation period is dependent on receipt of all documents and electronic information. Preparation of the document may overlap with other tasks and sections will be submitted prior to completion of entire document, in order to meet schedule requirements.

^b This review period is just an estimate, dependent on City schedule.

^c Initial work on technical reports will begin during the NOP process in order to save time. Technical reports will be completed within about a week of completion of traffic report.

Cost Estimate

The cost estimate on the following page (Table 2) has been prepared to outline estimated costs to complete the above outlined tasks. Reimbursable expenses, including travel/parking, etc. will be invoiced in accordance with the ESA standard rate schedule.

Our services will be billed monthly on a time-and-materials basis. Should the need arise for additional professional services beyond those set forth in the scope of services due to revisions to the project, the regulatory environment, requirements exceeding our specified budget allowances, ESA will only undertake such additional services upon receipt of authorization by the City of Temecula.

TABLE 2
COST ESTIMATE – HARVESTON GENERAL PLAN AMENDMENT/SPECIFIC PLAN AMENDMENT SEIR

TASK	COST
Task 1 – Project Management/Coordination/Meetings/Hearings	\$ 22,750
Task 2 – NOP/Initial Study/Scoping/Notices	\$ 15,500
Task 3 – Draft SEIR	\$ 57,500
Air Quality/GHG Assessment	\$ 12,250
Acoustical Assessment	\$ 8,450
Biological Assessment	\$ 6,500
Cultural Resource Assessment	\$ 6,500
Energy Assessment	\$ 3,500
Health Risk Assessment	\$ 7,725
Traffic Report (includes optional VMT task)	\$ 68,500
Task 4 – Final SEIR/Response to Comments / Mitigation Monitoring Program	\$ 15,500
Reimbursable Expenses (in-house copying, mileage, postage, etc.)	\$ 1,750
Document Reproduction	\$ 5,750
Total	\$232,175

The above outlined scope of work and cost estimate are based on information provided by the applicant and City of Temecula, Planning and Zoning law, and CEQA compliance requirements. Please contact the undersigned should you have any questions concerning this proposal. We look forward to providing professional CEQA compliance documentation to the City of Temecula for this most important project.