

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA (“CITY”)**

Project Name/Description (“**Project**”):General Plan Cleanup

Contract Number:

Consultant Name (“**Consultant**”):RICK

Consultant Business Type:Corporation

Consultant Address:5620 Friars Road, San Diego, CA

Consultant Representative Name and Title (“**Consultant Representative**”):Brooke Peterson,
AICP, Principal Director of Planning + Design

Consultant Representative Work Phone and Email:619-291-0707
bpeterson@rickengineering.com

Termination Date:July 2, 2026 unless extended

Total Not-To-Exceed Contract Amount (“**Contract Sum**”):\$412,961

City Department Contact (“**Department Contact**”):Carl Stiehl, City Planner

Department Contact Work Phone and Email:951-461-6063 cstiehl@murrietaca.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No):No

RECITALS

The City desires to contract with a Consultant to provide professional services as more further set forth herein.

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

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AGREEMENT FOR PROFESSIONAL SERVICES WITH THE CITY OF MURRIETA (“CITY”)

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the effective on the date executed by the City by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.
- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this

Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

3.0 Time of Essence. Time is of the essence in the performance of this Agreement.

3.1 Term. The Agreement shall commence and become effective upon the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final

and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer,

employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnatee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnatee(s) will reimburse and pay for all costs and expenses, including

legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5.3 Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful

act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

- 6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.
- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other

information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately 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; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) 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, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension,

without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.
- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to 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, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of

City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party,

(iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.8 Federal Funding. If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____

Kim Summers, City Manager

Effective Date:

ATTEST:

Cristal McDonald, City Clerk

Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

Date:

CONSULTANT:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

By: _____

Name: Brooke Peterson

Title: Principal Director of Planning + Design

Date:

By: _____

Name:

Title:

Date:

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

General Plan Cleanup Agreement Tasks 1-3

1 PROJECT MANAGEMENT

1.1 Kick-Off Meeting

1.2 Client/Project Team Meetinga

1.3 Budget and Schedule

2 PREPARATION OF THE DRAFT AND FINAL GENERAL PLAN

2.1 2035 General Plan Cleanup Audit

- Incorporation of Murrieta Hills Specific Plan amendment
- Legislative Update (and Data Collection)
- Land Use Element Updates

2.2 Circulation Element and VMT Update

- Evaluation Existing Conditions
- Data Collection
- Incorporation of Best Practices and Legislative Changes
- Preparation of Updated Circulation Element

2.3 Revise Land Use Element

2.4 Update Lighting Ordinance Update

2.5 Revise Noise Ordinance and Noise and Safety Element Update

2.5.1 Update Existing and Future Noise Levels (Optional Task)

2.6 Revise Recreation and Open Space Update

2.7 Preparation of the General Plan Document

- Administrative Draft General Plan
- Public Review Draft General Plan
- Final Draft General Plan

3 PUBLIC OUTREACH

3.1 Coordination with Other Agencies

3.2 Stakeholder and Resident Outreach

Thorough detail and specification is provided in Exhibit A-1 - RICK General Plan Cleanup Proposal and Scope of Services.

II. In addition to any other requirements of this Agreement, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

Regular email communication between the Consultant lead team and the City's lead staff on the project with bi-weekly coordination meetings on project status.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

RICK:

Brooke Peterson
Brian Mooney
Ivan Holler
Shannon Baer
Vicrim Chima
Sabrina Sessarego
Teresa Wilkinson

Fehr&Peers:

Jason Pack
Paul Herrmann

Ascent:

Poonam Boparai
Erik de Kok
Andrew Martin
Dimitri Antoniou
Adam Qian

Energy Solutions:

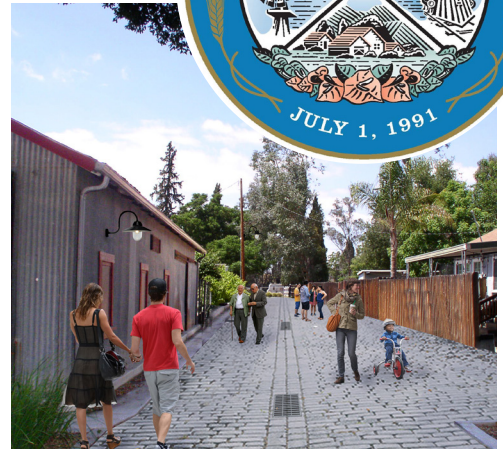
Heidi Werner
Christopher Urairie

EXHIBIT A-1

Response to Request for Proposals

Murrieta General Plan Cleanup 2024

JUNE 19, 2024 //



CITY OF MURRIETA
Development Services Department
1 Town Square
Murrieta, CA 92562
Attn: Carl Stiehl, City Planner
Jarrett Ramaiya, Deputy Director

RICK 



June 19, 2024

CITY OF MURRIETA
Development Services Department
1 Town Square
Murrieta, CA 92562
Carl Stiehl, City Planner
Jarrett Ramaiya, Deputy Director

RE: Murrieta General Plan Cleanup
2024

Dear Mr. Carl Stiehl, Mr. Jarrett Ramaiya and members of the Selection Committee,

As Murrieta continues to grow and evolve, and as legislative changes continue to change the policy and regulatory environment, the City of Murrieta recognizes the importance of updating its General Plan and implementing ordinances to ensure it is current, consistent with approved development and recent City regulatory changes, and provides best planning practice and principles to successfully carry the City forward. Having previously worked with the City of Murrieta on the previous General Plan Update and many other efforts, the RICK Planning + Design Team (RICK) is excited for the opportunity to partner with you again to foster a healthy and connected community with a strong economy.

Our Team has extensive experience preparing award-winning General Plans with associated environmental clearance throughout Southern California that avoid generic approaches or solutions and have resulted in real change. Our Plans are grounded by strong public support, partnership, and reflect the unique context of the vision and character of the cities, counties, and communities they represent, as well as their surrounding region. Our Strengths bring what you need for this General Plan Cleanup 2024 Project:

RICK'S STRENGTHS

- COLLABORATIVE and integrated team of planning/design/technical experts.
- RESPONSIVE to the City's requests and ADAPTIVE to shifting demands.
- Proven, on-the-ground EXPERIENCE within a range of communities.
- INNOVATIVE CEQA tiering and risk management techniques.
- Long-standing SUPPORT and DEEP KNOWLEDGE of Murrieta.
- Skilled at building broad-based COMMUNITY SUPPORT.
- Plans that lead to TRANSFORMATIVE change.

RICK is committed to delivering a robust tool that continues to support the city and community's vision,

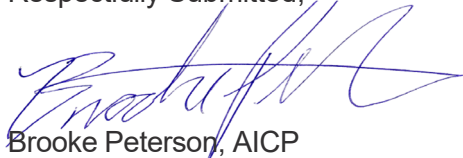
through an inclusive, transparent, and efficient planning process. Key opportunities anticipated for the Project include integration of a variety of recent legislation changes, development approvals and updated City plans and regulations to better guide staff and decisionmakers and ensure best practice implementation in the City's policy. Based on our experience preparing similar plans, such as your last General Plan (2035) or the Vista General Plan, we understand the myriad of recent legislative changes; how to integrate them into a limited, targeted update; and the context of what they mean for Murrieta.

RICK has a legacy of successful projects in Southern California that spans 68 years and has drawn upon that to assemble a dynamic team to support the General Plan Cleanup 2024 Project. We will serve as the prime consultant responsible for project management, public outreach, and land use planning, policy and ordinance development, GIS and mapping/graphics support, and CEQA compliance. Brooke Peterson, AICP, will serve as the Principal-In-Charge and will oversee successful project delivery. Shannon Baer will serve as Project Manager and will be the daily point of contact for the project (619) 908-3524, [sbaer@rickengineering.com]. She will provide committed support, availability, and capacity to ensure collaborative, efficient, and high-quality project execution. Our Team also includes one of our most experienced community planning principals, Brian Mooney, FAICP, to serve as Strategic Advisor providing strategic insight and guidance and keen QA/QC review on key deliverables. We have crafted a team of industry-leading experts with particular strength in the areas needed for the General Plan Cleanup 2024 Project to assist our team. We have successfully completed many of our projects together and their expertise will be invaluable to achieving the City of Murrieta's goals for the General Plan Cleanup 2024. Our consultant team includes:

- **Fehr & Peers** - Circulation Element support, VMT, and transportation analysis.
- **Ascent Environmental** – Noise & Safety Element Support, Climate Action Plan support, air quality, greenhouse gas emissions, and noise analyses.
- **Energy-Solution** – Lighting Ordinance support

We have organized our submittal in full compliance with RFP requirements. As a Principal of the firm, I am legally authorized to represent and contractually bind the organization. For any questions you have regarding our submittal, please contact me at (619) 291-0707 or bpeterson@rickengineering.com. We appreciate your consideration of our qualifications and we look forward to the opportunity to support the City of Murrieta on this important project.

Respectfully Submitted,



Brooke Peterson, AICP

RICK, Principal | Director of Planning + Design Division



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c. Relevant Agency Experience.		iii. Evidence of Insurance	
d. Project Understanding			



Brooke Peterson, AICP,
Principal | Director of Planning + Design

5620 Friars Road
San Diego, CA 92110
o. 619.291.0707
d. 619.688.1471

bpeterson@rickengineering.com
www.rickengineering.com

Firm Overview

RICK is an award winning, full-service multi-disciplinary planning, design, environmental, and engineering firm that has served thousands of public and private sector clients across the West since our founding in 1955. RICK offers the stability of a longstanding firm and the reliability of tenured staff, providing the City a resilient team of qualified and accountable allies. With over 400 employees, we offer a full range of services, from initial planning and visioning through concept development, final designs, and implementation strategies. RICK has delivered similar planning projects to clients throughout the Southwest, with offices in California, Arizona, Colorado, and Nevada. Proposed work for the General Plan Cleanup will be performed by staff located in our San Diego office, which is also the RICK corporate headquarters.

Although we offer comprehensive services, we operate like a smaller firm, and as a result, we can respond rapidly with more creative solutions for clients, and with more personalized service.

MULTI DISCIPLINARY FIRM. INDIVIDUAL EXPERTISE.

RICK's Planning + Design Division focuses on providing innovative land use planning, community design, and environmental solutions to public and private projects. We focus on understanding the complexities of revitalization including the policy and regulatory environment, the built environment and public realm characteristics, and the vision and needs of the community. By working hand-in-hand with agencies and community stakeholders, RICK develops unique and creative solutions that when implemented achieve the desired goals of community revitalization.

With experts in environmental planning and compliance for more than 30 years, RICK's in-house Environmental Planning Group encompasses a wide range of experience in environmental management, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) document preparation, regulatory permitting, and compliance oversight. With notable tenure, RICK's team members provide the most current and accurate technical guidance to clients in the private and public sector. Their depth of regulatory and environmental documentation experience equips them to complete all levels and types of CEQA/NEPA compliance.

Our professionals have degrees in City Planning, Urban Design, Landscape Architecture, Civil Engineering, Traffic Engineering, Environmental Studies, and Economics, and specialize in integrating the thinking of a wide range of professionals on our teams. Our work has included On-Call Planning and Engineering Services, Zoning Ordinances, Specific Plans, Community Plans, General Plans, Park Plans, Infrastructure Plans, Service Area Plans and associated environmental documents for numerous cities and counties in Southern California and southwestern United States.

POINT-OF-CONTACT

BROOKE PETERSON
(619) 619.291.0707
bpeterson@rickengineering.com

OFFICE LOCATION

SAN DIEGO
5620 Friars Road
San Diego, CA 92110
(619) 291-0707

YEAR FOUNDED

1955 | 6 Years in Business

NUMBER OF FIRM EMPLOYEES

400

11 OFFICE LOCATIONS

SERVICES WE PROVIDE

- Comprehensive Planning
- Environmental Planning Services & CEQA Compliance
- Redevelopment & Community Revitalization
- Civil Engineering
- Traffic Engineering & Planning
- Transportation Engineering
- Landscape Architecture
- Water Resources Engineering
- Surveying, Mapping & Photogrammetry
- GIS & Geospatial Technology Services
- High Definition Surveying
- Storm Water

City of Escondido East Valle Specific Plan



Subconsultant Partners

RICK has assembled a team of specialized subconsultants with local and regional experience. These firms complement RICK's existing in-house specialties providing the City with a cohesive team of experts readily available to provide the highest quality of niche expertise. We have a long history of working together, these relationships allow us to work together as a cohesive team by using consistent collaboration, candor, and open communication. RICK has successfully worked with Fehr and Peers and Ascent and together we have developed creative, innovative, and sustainable solutions for our clients.

FEHR & PEERS

CIRCULATION ELEMENT, VMT, TRANSPORTATION ANALYSIS

Fehr & Peers is passionate about transforming transportation consulting through innovation and creativity. The firm derives inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. Clients trust Fehr & Peers to help them overcome barriers and uncertainty by combining advanced expertise with curiosity, humility, and initiative to deliver implementable, data-driven solutions that reinforce community values. From the most straightforward to the most complex, team members actively listen to client and community needs and handle every project with diligence and focus. With a focus on innovation, Fehr & Peers differentiates itself by investing in research and development to anticipate needs, explore the unknown, and collaboratively imagine a better future. The company's culture of applied innovation generates an appetite for new and better ways of approaching problems, motivates team members to explore emerging transportation concepts and mobility trends, and inspires the development of new analytical tools and techniques.

Energy Solutions

LIGHTING ORDINANCE CODE DEVELOPMENT + ADAPTATION

Since 2009, Energy Solutions has served as both a technical consultant, lead advocate, and program coordinator for the Codes and Standards Enhancement (CASE) team for updates to the California Building Efficiency Standards (Title 24, Part 6) and Green Building Standards (Title 24, Part 11 or CALGreen). Our team conducts research and analyses needed by the California Energy Commission (CEC) to adopt the standards, including information about energy and water savings, cost-effectiveness, technical feasibility, impacts on markets and California's economy, impacts on material use, and approaches to verify compliance. A significant component of this work is communicating with industry experts in the design field, including equipment and controls manufacturers, designers, building departments, retrofit companies, and acceptance test providers. Throughout the rulemaking, measure leads encouraged communication with stakeholders by presenting at public meetings, conducting surveys and interviews, and maintaining discourse with stakeholders.

ASCENT

CLIMATE PLANNING, AIR QUALITY, GHG, NOISE ANALYSIS

Ascent is a full-service planning, climate change, urban design, and environmental consulting firm. Ascent's interdisciplinary team includes in-house experts in climate change, air quality, noise, mobility, environmental review, biological and cultural resources, as well as complementary expertise in land use planning, urban design, and housing policy. We have extensive experience preparing climate action and adaptation plans, environmental documents, and providing specialized inputs to general plan efforts. Our climate action and adaptation planning specialists are leaders in this sector in California, with deep technical expertise in climate science and planning methods. For general plans and other comprehensive planning efforts, Ascent collaborates with specialized land use planning firms to seamlessly incorporate our climate action planning work and environmental analysis. This integrated approach ensures climate policies and analysis are thoroughly addressed while benefiting from our partners' complementary land use expertise. Our environmental planning staff excels at devising legally-defensible compliance strategies and providing the appropriate level of documentation.

City of Escondido EAST VALLEY SPECIFIC PLAN

RICK Planning and Design is leading an inter-disciplinary team to complete a Specific Plan for the 200-acre East Valley Specific Plan for the City of Escondido that is focused on revitalizing and reimagining an area immediately east of downtown that is transitioning historical healthcare district uses. The Specific Plan is creating a comprehensive planning and zoning scheme for the area east of the former Palomar Hospital. The East Valley Specific Plan incorporates a dynamic mix of land uses, ensuring a variety of residential options to help meet the significant demand for more housing in the City of Escondido, linked together through safe streets and a business corridor. The Plan creates an inviting atmosphere and quality of life with attractive public spaces and connected paths that leverage the Escondido Creek Trail and provide a unique and artistic identity that attracts local residents and North County Inland residents to live, shop, dine, and recreate. The Specific Plan also focuses on leveraging the nearby Escondido Creek Trail and integrating the trail into the larger community. Additional open space and park areas, including alleyways, are interlinked throughout the plan area in order to provide safe and welcoming connections for pedestrians, cyclists, and autos. An important feature of the Specific Plan is its user-friendly format for the community and developers. The document allows the user to quickly find the section he or she is looking for while providing succinct language that describes the goal, policy, requirement, or guideline with the main purpose of providing all necessary information in one place. Public engagement is a cornerstone East Valley Specific Plan project and RICK has been responsible for providing a comprehensive public engagement program in the community.

Amidst the tumultuous environment of the COVID-19 pandemic, RICK built on past virtual outreach experience to lead the charge in the dramatic shift to virtual outreach to employ virtual workshops and platform tools such as breakout rooms, real-time polling, and an interactive whiteboard feature to obtain substantive and meaningful input from the community and stakeholders. Open communication through social media, emails,

CLIENT

City of Escondido

Veronica Morones

City Planner

p. (760) 839-4548

VMorones@escondido.org

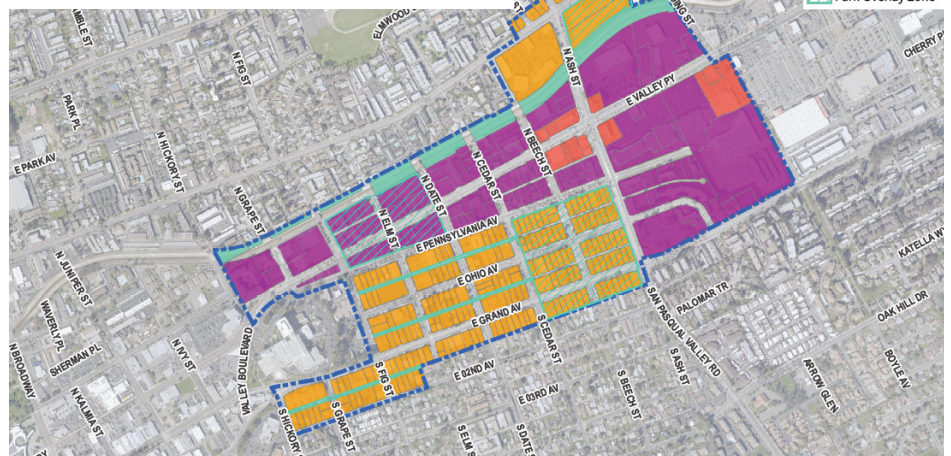
LOCATION

Escondido, California

STATUS Completed 2023

KEY COMPONENTS

- Existing Conditions Analysis
- Specific Plan
- Community Outreach



City of Vista

GENERAL PLAN UPDATE

RICK is in the process of preparing the General Plan Update (GPU) and associate Program Environmental Impact Report (PEIR) for the City of Vista.

The GPU includes a comprehensive review and update of the City's current General Plan elements for consistency, implementation of a thorough public outreach program, and completion of the associated environmental review to accommodate future streaming and tiering opportunities. RICK is supported by subconsultant partners and technical specialists.

The project is an opportunity to refine the General Plan in order to respond to current growth and transition, recent investments and citywide planning efforts and to respond to new State legislation. The project will leverage the above efforts to establish a targeted and innovative General Plan that focuses growth and repurposes underutilized land, while preserving the rural nature and defining characteristics of Vista.

The process has involved the preparation an existing conditions report, audit of the existing General Plan, in particular the goals and policies, development of land use alternatives with accompanying fiscal analysis and ultimately the preparation of a preferred land use plan, all of which will inform the updates to the plan itself. The update will also address key issues identified at a state level regarding environmental justice, social equity and mobility.

The project includes a robust public outreach plan which includes three workshop series over the span of the project. Each workshop series will feature four (4) identical workshops, held in each of the City Council Districts for each phase of the project. The City of Vista is committed to active participation and equitable access from its community members. Understanding that a large population of the City's population identify as Hispanic; 3 out of the 4 workshops in each series will be presented in English, while 1 workshop in each series will be presented entirely in Spanish. The feedback received from the community during these workshops will help to inform the vision, land use alternative and ultimately, the revisions to the General Plan.

CLIENT

City of Vista
Michael Ressler,
Principal Planner
t. (760) 643-5382
mressler@cityofvista.com

LOCATION

Vista, California

PROJECT DATES

2022 – Ongoing

STATUS Ongoing

KEY COMPONENTS

- Land Use
- Circulation
- Housing
- Conservation
- Community Facilities
- Public Safety
- Noise
- EIR
- Public Outreach
- Urban Design
- Zoning



County of Imperial

GENERAL PLAN UPDATE

RICK has prepared the General Plan Update to the County of Imperial, one of the agricultural hubs of California, with a large portion of the nation's lettuce and other vegetables grown in this county. The county includes a number of sensitive open space and environmental areas. The Salton Sea area within the county is currently the focus of a large scale, county-level planning effort comprising over 10,000 acres (led by RICK) for renewable energy resources and spin-off industries, including battery production, logistics centers, and solar farms. Prior to the current planning effort around the Salton Sea, RICK worked with the County to update the Renewable Energy Element and the Conservation and Open Space Element of the General Plan document. The elements were updated to address the expansive growth in solar, geothermal, and renewable energy projects in Imperial County. RICK led the preparation of the updated Baseline Analysis Report that addressed environmental constraints with a focus on natural and cultural resources. The elements were then updated to include a land use overlay system, limiting areas where renewable energy could be developed. In addition, RICK was the prime author of these updates and completed associated updates to the County's Development Code. The planning effort involved bi-lingual outreach to the significant Latino community in Imperial County. Both the Conservation and Open Space Element and the Renewable Energy Element of the Imperial County General Plan received "Outstanding Environmental Planning" awards from the local chapter of the American Planning Association.

CLIENT

Imperial County
Jim Minnick,
Director of Community
Development
p. (442) 265-1736
e. jimminnick@co.imperial.ca.us

LOCATION

Imperial County, CA

PROJECT DATES

2015 - 2017

STATUS Completed

KEY COMPONENTS

- General Plan Update
- Renewable Energy
- Community Outreach
- Environmental Analysis
- Open Space

County of San Diego

GENERAL PLAN UPDATE

San Diego County's General Plan governs land use, transportation, open space, housing, and other planning frameworks for the unincorporated areas of the county. RICK assisted the County with an update to its General Plan. RICK acted as an extension of staff to complete planning analyses on 21 study areas around the county involving potential increases in land use designations for residential, commercial, and industrial uses. The analysis included a constraints and opportunities analysis related to land use compatibility, biology, geology, slopes, floodplains, visual resources, transportation, and General Plan Policy analysis. As part of the analysis our team completed conceptual land plans for key properties in unincorporated San Diego County to test a variety of development concepts. This effort involved the completion of reports and graphics used in the community planning process to inform community members of key issues. The final phase of the engagement focused on preparing presentation materials for the Planning Commission and Board of Supervisors.

CLIENT

County of San Diego
Mark Slovick,
Deputy Director of Planning
p. (858) 694-2960
mark.slovick@
sdcounty.ca.gov,

LOCATION

San Diego County, CA

STATUS Ongoing

KEY COMPONENTS

- General Plan Update
- Land Use Analysis
- Goals and Policy Analysis

City of Riverside

NORTHSIDE SPECIFIC PLAN UPDATE

RICK led an inter-disciplinary team of consultants to complete an Environmental Baseline Study, Specific Plan, and Program EIR for the 1,400-acre Northside Specific Plan for the City of Riverside. The plan focused on the revitalization of an existing golf course owned by the City, incorporation of significant historic resources, and a rethinking of underutilized industrial designated lands and a new master plan for a ranch owned by the Riverside Public Utilities Commission. A special focus is on creating unique neighborhoods with an interlinked mobility system that utilizes active transportation in association with automobiles.

The RICK Team led a series of neighborhood and community open houses and outreach opportunities and engaged with numerous stakeholders in the study area, including property owners, City officials, and community advocates. RICK led bilingual outreach to the significant Latino community in this part of Riverside. The final plan calls for a mixture of commercial uses, open space, and residential development to help meet the significant demand for more housing in the Inland Empire region.

The Northside Specific Plan outlines a vision and design guidance for three main districts within this part of the City: the Northside Village Center, a mixed-use district of residential and commercial uses that leverages adjacency to a major trail system and a new community park; the Main Street Corridor, which ties the revitalizing Downtown of Riverside with the nostalgic and historic Old US 395 corridor extending to Northside through a mixture of commercial, live/work, and residential development of varying densities; and the Spanish Town area, a neighborhood that draws from the heritage of the historic Trujillo adobe home, one of the oldest buildings in the Inland Empire. The RICK Team used a variety of tools and techniques for visioning efforts with the community, including various renderings, to convey the various options for the plan components.

CLIENT

City of Riverside
Dave Murray,
Principal Planner
t. (951) 826-5573
DMurray@riversideca.gov

LOCATION

Riverside, California

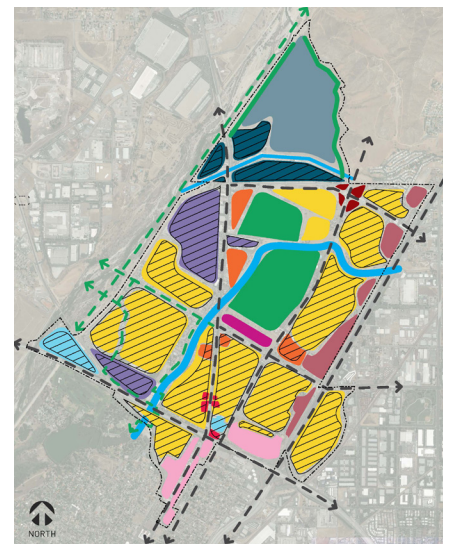
PROJECT DATES

YEAR - 2022

STATUS Complete

KEY COMPONENTS

- Specific Plan
- Inter-jurisdictional
- Coordination
- Public Engagement
- Environmental Aspects
- Historic Preservation



Imperial County

LITHIUM VALLEY SPECIFIC PLAN

Imperial County retained RICK's Planning + Design Division to prepare a renewable resource-focused specific plan for approximately 52,000 acres along the southeastern edge of the Salton Sea. The intent of the Specific Plan is to responsibly plan for future development of additional geothermal power plants, mineral recovery, as well as industrial and manufacturing uses to support the renewables and mineral recovery. The Lithium Valley Specific Plan will provide the incoming industry with a clear and speedy permitting process and a comprehensive infrastructure improvement plan.

A heavy focus has been on equity to ensure the existing disadvantaged communities receive the public benefits and economic development. RICK is also leading a widespread community engagement program through community workshops, stakeholder groups, an academic task force, and environmental justice working group.

Milestone project deliverables include a Baseline Report, Infrastructure Assessment, Land Use Alternatives, Specific Plan, and Programmatic Environmental Impact Report (PEIR). Environmental consultant, Dudek, will be preparing the PEIR and most of the technical reports. RICK's Water Resources Division is preparing the Water Quality and Hydrology technical report for the PEIR. Brian Mooney and Sabrina Sessarego serve in key advisory and support roles on this project, respectively. They have played instrumental roles in both development of Existing Conditions reports in addition to contributing to several public outreach opportunities. This has not only facilitated a strong connection to the area and Niland community, but has also informed them of the ongoing challenges residents face with infrastructure and essential public service needs.

CLIENT

Imperial County
Jim Minnick,
Director of Community
Development
p. (442) 265-1736
e. jimminnick@co.imperial.ca.us

LOCATION

Imperial County, California

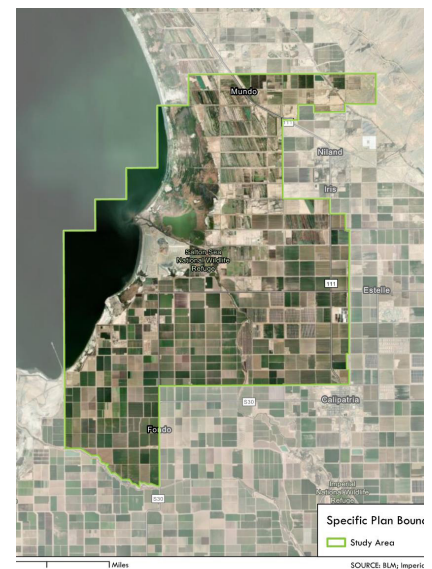
PROJECT DATES

2022 – Ongoing

STATUS Ongoing

KEY COMPONENTS

- Renewable Energy
- Industrial Land Use
- Public Outreach
- Environmental Justice
- Noise, Air Quality



RICK APPROACH

The RICK Team recognizes that we will serve as an extension of the City’s own staff and that conducting outreach, preparing revised policy concepts, exhibits, element revisions, and other deliverables, will require an interactive and collaborative approach. We will not “go off and prepare the documents” or prescribe “ideal” planning approaches. As demonstrated in our work with the City to date, the RICK Team will work collaboratively with City staff every step of the way – with strategies built into our project management approach - to ensure that the joint process of preparing all project components is collaborative and communicative. We are accustomed to working as an extension of our client’s staff, so both communication and work flow are seamless. As Principal-in-Charge, Brooke Peterson will maintain regular involvement, detailed oversight, close coordination on key components, and will serve as the lead facilitator for all public outreach events. Shannon Baer, as Project Manager, will be intimately involved in all project coordination, lead execution of project deliverables and the outreach program, and engaged in constant communication with City staff.

INTEGRATING HEALTH, SOCIAL EQUALITY, SAFETY, AND ENVIRONMENTAL JUSTICE SOCIAL ISSUES

Community health, social equity, safety and wildfire risk hazard, and environmental justice— have resurfaced as important components of general plans in recent years and as noted in the RFP, recent legislation has required careful attention to them as communities update their general plans. As general plans serve as the overarching policy framework for development – patterns, amenities, uses, and types – they are one of the most pivotal and fundamental vehicles for change. Community Health was propelled to the forefront in the early 2000s by the Federal Healthy People Initiative. The Planning for Healthy Communities Act (SB 1000) elevated social equity and environmental justice, which address critical aspects of quality of life. The widespread rise in wildfires lead to SB 1241 and has turned attention to the importance of assessing wildfire risk and planning to minimize hazard exposure in the Safety Element. Currently, environmental justice, safety, social equity, and urban planning converge around a common goal—becoming a community of opportunity.

Through Murrieta’s General Plan 2035, the City laid strong groundwork for promoting strong policy and broadening its economic base and overall resilience as a City. We will continue to work with you to define opportunities to further these themes and integrate fire hazard planning, environmental justice, and solid waste/ recycling programs and policies, and climate change adaptation and resilience into the General Plan through the built environment, natural environment, economic opportunities, and public safety and resilience.

CEQA FOUNDATION This project will require a strong and experience CEQA team to address its CEQA complexities - programmatic General Plan elements; addressing VMT; expanding CAP measures; and tiering from prior CEQA documents. Recognizing the City’s desire to prepare an efficient CEQA compliance programmatic tool that builds from the General Plan 2035 Supplemental EIR to tiering of environmental review for future development consistent with the plan, our approach is to provide an environmental review program that is as streamlined and efficient as possible, yet conservatively defensible. Teresa Wilkinson brings extensive experience preparing program-level environmental documents for planning documents that employ creative approaches to maximize CEQA streamlining.

BROAD AND TRANSPARENT COMMUNITY ENGAGEMENT The underpinning for a successful plan is a public engagement process that builds trust with the community and leads to meaningful participation. The City is clearly committed to active participation by residents and community stakeholders and careful coordination with relevant agencies. The General Plan Clean-Up will be an opportunity to build on the outreach efforts from the City’s 2035 General Plan and on-going planning activities and involve and collaborate with the community. This work will focus on cleanup of text, goals and policies, and exhibits to implement approved projects, align with other City plans and regulations, and reflect recent legislative changes and it will involve discussion of key opportunities and issue areas with stakeholders.

SCOPE OF WORK

GENERAL PLAN/ DEVELOPMENT CODE CLEANUP

This section describes the scope of services to be completed by the RICK Team for the City's General Plan Cleanup and associated CEQA Compliance. We have prepared a comprehensive scope that emphasizes key components of our approach to this project. We are flexible regarding the proposed scope of work and will work with you to prepare a more detailed scope when we enter into a contract. We also recognize that it may be necessary to alter certain aspects of the scope, such as outreach, as the project progresses, and we would be happy to work with you to ensure the successful completion of the project.

To best serve the City's needs, this scope of work sets for a phased approach. Phase 1 includes preparation of the General Plan elements updates and implementation of the public outreach program. Phase 2 includes environmental review and – if grant funding is successfully obtained by the City – preparation of the Climate Action Plan update. The schedule for each phase will be determined by the City.

PHASE 1

TASK 1.0: PROJECT MANAGEMENT

Strong project management and collaboration will be the cornerstone of RICK's approach and crucial to successful, timely completion of the General Plan Cleanup. The RICK Team recognizes that we will serve as an extension of the City's own staff and that the City is seeking a team that is committed to an iterative and collaborative approach.

Our Principal-in-Charge (PIC), Brooke Peterson, will be responsible for careful oversight, strategic guidance, close coordination on key components, detailed review of deliverables, budget and scheduling tracking, and management of all project team members. She will maintain close involvement throughout the project. As Project Manager, Shannon Baer will be the key point-of-contact and responsible for day-to-day management of project team members, including staff and subconsultants, and completion of all project deliverables. Using advanced management and tracking tools, Shannon will provide detailed oversight and will be intimately involved in all project coordination and engaged in constant communication with City staff. Our project team also includes our most experienced community planning principals, Brian Mooney, FAICP, to serve as Strategic Advisor providing strategic insight and guidance and keen QA/QC review on key deliverables. Teresa Wilkinson, RICK Director of Environmental Services, will provide key environmental strategy and serve as Environmental Task Lead, and Poonam Boparai will serve as Climate Action Plan (CAP) Task Lead and Environmental support. RICK and Ascent will work collaboratively and iteratively across the Planning and Environmental tasks detailed below to deliver the strongest and highest-quality deliverables to the City.

TASK 1.1: KICK-OFF MEETING.

Following execution of the contract, the RICK Team will attend a kick-off meeting with City staff to accomplish the following:

- Understand key considerations, political dynamics, project background, and other important context for successfully conducting the project;
- Establish roles and responsibilities for City staff and the RICK Team in preparing the Specific Plan, associated CEQA documentation, and public outreach efforts; and
- Determine a schedule for work products and the review process.

Following the kickoff meeting, the RICK Team will work with City staff to confirm the overall work program and re- fine the project schedule. This will include any refinements to the scope of work, a detailed project schedule, final roles and responsibilities, billing procedures, and lines of communication.

TASK 1.2 DATA COLLECTION AND REVIEW OF EXISTING PLANS.

The RICK Team will work with City staff to obtain relevant data, plans, studies, and other key documents. To support technical analyses across other tasks, we will identify a list of data needs and either submit a data request to the City or initiate data collection where appropriate.

TASK 1.2: CLIENT/PROJECT TEAM MEETINGS.

RICK will schedule and attend virtual coordination and in-person meetings as needed, to discuss anticipated work, decisions and action items, activities, project issues, and deliverables to ensure progress occurs according to the established schedule and budget. In our experience, the best strategy for maintaining continuity and consistent communications is a bi-weekly meeting between the City, and the RICK Team to proactively address issues and will facilitate our team working as a virtual extension of City staff. Our scope assumes up to 15 coordination meetings, most of which we assume will be conducted virtually. Meeting agendas and notes will be provided for each bi-weekly meeting.

TASK 1.3: BUDGET AND SCHEDULE.

RICK is committed to staying within budget and on schedule. The proposed RICK schedule is based on the timeline identified under no.6 on page 5 of the RFP and carefully considers interrelatedness and efficiencies and tasks that can be done concurrently in order to move the project forward, consistent with the City's priorities, as quickly as possible. We will develop a further detailed project schedule that ensures sustained staff involvement in the process and a current status of budget to-date will be available at any time upon City request.

TASK 2.0 PREPARATION OF THE DRAFT AND FINAL GENERAL PLAN

Recognizing that the City is looking purely to cleanup the General Plan and does not want a comprehensive overhaul of the 2035 General Plan but rather, a targeted consistency cleanup of the content, tables, and exhibits to reflect changes that have occurred since the General Plan 2035 was adopted in July 2020, the RICK Team will review the General Plan to determine needed changes. In particular, the RICK Team will review the General Plan Elements for the incorporation the Murrieta Hills Specific Plan, update of the Circulation Element including the revision of the traffic model, alignment of the Downtown Specific Plan with the City's various plans, incorporation of Green Streets, updates to the Climate Action Plan Implementation Measures, updates to the Land Use Element, the Lighting Ordinance, Noise Ordinance, Safety Element and Recreation Element. Our team will also assist the

City's Communication Specialist on public outreach for the General Plan Update. To accomplish these tasks our team will utilize the following approach.

TASK 2.1: 2035 GENERAL PLAN CLEANUP AUDIT

The RICK Team will conduct a comprehensive audit of the General Plan to determine necessary changes and will identify the General Plan exhibits, text descriptions, goals and policies, and tables within each of the Elements that need to be updated to reflect the following items:

- **Incorporation of Murrieta Hills Specific Plan amendment** throughout the General Plan in all elements, including: 1) the amended Murrieta Hills Specific Plan description; 2) the extension of McElwain Road as a Circulation Element roadway between Linnel Lane and Keller Road); 3) maps/exhibits, tables, and other components as determined necessary; 4) estimated buildout calculated as part of Table 3-15-General Plan 2035 Land Use Summary; and 5) review of goals, objectives, and policies related to the new area. RICK will carefully examine updates needed across all Elements of the General Plan to ensure comprehensive integration and internal consistency.
- **Legislative Updates.** RICK will conduct a thorough evaluation of the goals, policies and other content for compliance with recent legislative changes and requirements for General Plans and OPR's updated General Plan Guidelines from 2020 and update Elements as necessary, such as, but not limited to, changes related to Solid Waste, Recycling, Fire Hazard Planning in the Safety Element, Environmental Justice, Equitable and Resilient Communities, or Healthy Communities that might be applicable or require mandatory updates.

TASK 2.2 CIRCULATION ELEMENT AND VMT UPDATE

The RICK Team, led by Fehr & Peers, will revise the current Circulation Element and determine necessary changes. In particular, Fehr & Peers will conduct the following:

2.2.1 Evaluate Existing Conditions. Fehr & Peers will review the existing element to identify existing data needs and determine which of the previous data collection and mapping efforts can be employed in this analysis. We are already aware of other relevant transportation planning documents (such as WRCOG's regional active transportation plan), local transit plans, regional planning documents (such as the Riverside County Congestion Management Plan, Regional Transportation Plan, WRCOG planning efforts, etc.), and will review other planning documents such as that provide additional information related to the General Plan Update effort. We anticipate this review may also include SCAG's Regional Data Platform and the Riverside County Model (RIVCOM).

2.2.2 Data Collection. Fehr & Peers will meet with City staff to finalize a list of locations to collect traffic count data for use in this study. We have assumed the following:

- 60 study intersections. AM and PM peak hour traffic count data will be collected at 30 of those intersections (we assume that there are recent counts available at the remaining 30 study intersections). All intersections will be evaluated using the Synchro analysis software and that the City and/or Caltrans can provide signal timing data for use in the analysis.
- 60 study roadway segments. We will collect three days of classification counts at 30 of these segments and assume the remaining segments have available machine counts.

- To save cost, we will also discuss with the City the potential to not complete intersection counts as part of this assessment (driveway location, for example, can change intersection turning movements more than zoning can and evaluating intersections implies a level of specificity that a general plan typically does not address). Additionally, we will discuss utilizing SCAG's Regional Data Platform to access Streetlight data which has an ability to estimate traffic volumes on study roadway segments (the data is currently free from SCAG, so it would only require a couple of hours of staff time to pull data for 60 streets in the City).

2.2.3 Incorporation of Best Practices and Legislative Changes. The RICK Team, led by Fehr & Peers, will ensure that City Staff are made aware of the latest developments in Transportation Planning and recent legislative bills, which will be referred to as Transportation Best Practices. Some potential Transportation Best Practices would include:

- Senate Bill (SB) 743- SB 743 has replaced level of service with a new metric, Vehicle Miles Traveled (VMT) for documenting transportation impacts. As such, we will provide the City the latest information related to this and their recently adopted thresholds and guidelines. Additionally, if LOS is still a key value for the residents of Murrieta, we will discuss how to incorporate it into the General Plan assessment so that future projects should review LOS as part of their development application. As part of this effort, we will explain and document Citywide VMT per person and can compare that to VMT per person for all other cities in the region. The use of VMT as an analysis metric presents a more holistic view of travel behavior instead of the limited focus on intersections as is traditionally done. This will need to be consistent with the SB 743 discussion noted above.
- SB 375- SB 375 was passed in 2008 and is the transportation implementation piece of AB 32. The goal of SB 375 is to focus on transportation and the link between land use and transportation to reduce VMT and associated greenhouse gas (GHG) emissions.
- California Complete Streets Act- All new General Plan updates are required to incorporate complete street policies as part of their General Plan process. Complete Streets means that streets provide accessibility for all modes, by all users of all abilities to the adjacent land uses. There are numerous ways this can be completed – from providing access for all modes on all streets; or by implementing a layered networks approach, where a network of connections are provided per mode to provide a truly multi-modal network (although not all modes are provided on all streets). Besides being leaders in the implementation of Complete Streets, Fehr & Peers' staff also developed and teach the UC Berkeley Tech Transfer Program's Complete Street course as well as Metro's Complete Street course.
- Multi-modal level of service (MMLOS)- This would address intersection and roadway segment impacts in terms of vehicles, transit, bicyclists, and pedestrians instead of only considering vehicles. As such, MMLOS policies can create a more balanced transportation system instead of just focusing solely on automobile circulation. Fehr & Peers' Orange County staff has developed and applied MMLOS approaches and methodologies in many of its recent General Plan projects including the Cities of Pomona, Carlsbad, and San Marcos.
- Differential level of service policies- This policy would allow for different areas of the City to have different allowable LOS thresholds. For example, older developed areas of the City might allow LOS E while newer developed areas of the City might only allow LOS D. Alternatively, this can be accomplished through street typology designation – where different LOS thresholds are identified based on the street designation. The street typology designation can be easily incorporated into and MMLOS methodology, which can be an implementation of the City's Complete Streets approach.

- **“Protected” intersections-** This approach has been implemented in the General Plan Updates for San Jose, San Marcos, Westminster, Rancho Cucamonga and Carlsbad. It involves the designation of certain key intersections (or roadway segments) as “protected” locations such that they are not required to maintain an identified LOS threshold and will not be widened beyond their current configuration. If impacts are identified at these “protected” locations, then improvements to alternative facilities are considered to mitigate future impacts. This strategy limits the need to continually widen intersections, which could negatively impact adjacent land uses.
- **SB 99 and AB 747-** These laws require the identification of neighborhoods in high fire severity zones with only one point of access (SB 99) and the evaluation of the safety, viability, and capacity of the evacuation system under a range of evacuation scenarios (AB 747). Although not required in the Circulation Element, these are required in the safety element and/or hazard plan. Additionally, WRCOG and SBCTA has secured funding to address these components separately through a regional grant effort they received. We will work with the hazard planning effort and the future regional effort to build in any modifications to the Circulation Element based on these items.
- **SB 932-** This bill requires a safe systems approach policy to be included in the Circulation Element if it is adopted after December 2024. Since this approach includes policies that are similar to vision zero policies, we will work with the City on the best way to incorporate it into the Circulation Element.
- **Active Transportation Networks-** One option for the City might be to consider the provision of transportation networks to enhance the active transportation modes, including bicycles, Segways, electric bicycles and scooters, and Neighborhood Electric Vehicles (NEV’s). This policy could allow the City to improve localized circulation that does not require the use of a car for these short-distance trips. One advantage of these travel modes is that they require less fuel usage and therefore fewer emissions. We will also develop policies directing future activities related to pedestrian planning, including safe routes to school and critical gaps within the pedestrian network that should be addressed through a comprehensive Active Transportation Plan or Pedestrian Master Plan (not completed as part of the General Plan effort, but identified through policy recommendations).

Fehr & Peers will prepare a report detailing recommended mobility best practices and will work with the City on which should be incorporated into the Circulation Element and at what level.

2.2.4 Preparation of Updated Circulation Element. The RICK Team, led by Fehr & Peers, will work with City Staff on how to approach legislative requirements and best practices identified in Task 1.2.3 above. We will collaborate with RICK to incorporate a base template into the Circulation Element with text and policies that will need to be refined and augmented by incorporating feedback from the City. Fehr & Peers will develop the initial policies and present these policies together with RICK to City Staff for review. We will prepare maps that will draw largely on materials from previous tasks.

2.2.4.1 Align Other City Plans. Fehr & Peers will review the Downtown Specific Plan (DSP), Parks and Recreation Master Plan, and Multi-Purpose Trails Plan and align the mobility improvements contained therein with the adopted Circulation Element for pedestrian, bike, and vehicles so that all the Plans and the Circulation Element include the same anticipated future improvements. We will update the Circulation Element exhibits as necessary to align across all Plans. The Team will also incorporate Green Streets policies for public streets in order to integrate green

infrastructure strategies into roads and rights-of-way using vegetation, soil and engineering systems to filter and clean stormwater runoff.

2.2.4.2 Traffic Modeling. Fehr & Peers will utilize either the City's existing travel demand model or the RIVCOM to develop traffic forecasts for this effort. The City's model is dated and was developed from a 10+ year old platform. The RIVCOM model was recently developed and calibrated/ validated for Riverside County by WRCOG. Although we can use either model, we recommend using RIVCOM as the starting point for this effort. We will review the base year model by comparing the network projections to available traffic counts to ensure that the model forecasts volumes are consistent with existing data. We will also do a base year land use comparison between the City's model, RIVCOM, and SCAG's most recent RTP datasets to identify any land use anomalies we need to work with City staff on correcting. Please note that we have not budgeted time to calibrate the model but have built in a reasonable amount of staff time to ensure that it is performing well for application in this effort.

We will incorporate the new roadway network and land use assumption from the specific plan area and/or any other land use changes identified by the Project Team. Fehr & Peers will review all land use plans and verify the appropriateness of the land use growth assumptions by looking at citywide control totals and comparing them back to our experience on other general plans and comparing it back to SCAG projections. Before finalizing the model runs, we will share the land use reviews and the model network files with staff for their review and comment.

2.2.4.3 VMT Forecasting. This traffic model will be employed for VMT forecasts based on City guidance, including Origin-Destination (OD) and Production-Attraction (PA) VMT analysis approaches for project-level assessment and the Boundary Method to measure the project's effect on VMT. It is anticipated that these VMT forecasts (calculated using the Regional Targets Advisory Committee (RTAC) Method) will be employed for any Greenhouse Gas Emissions analysis that the environmental consultant will perform.

2.2.4.4 Traffic Volume Forecasting & LOS Analysis. Link-level average daily traffic and intersection turning movement forecasts will be performed at up to 60 segments and 60 intersections to assist in testing the proposed circulation element roadway network against the proposed land use plan. Policies will be recommended for locations that do not meet determined LOS standards, which could range from infrastructure improvements or policies allowing lower LOS.

Fehr & Peers will summarize each of the analysis metrics identified above (modeling, traffic forecasting and LOS, and emergency evacuation) into separate memorandums for review and comment by City. This scope and fee assumes responses to one round of consolidated comments from the City and preparation of final versions of each memorandum. Note that some information (like intersection and segment LOS) is not documented in the circulation element nor the environmental document and, as such, delivering these to staff under separate cover will be important to communicate key considerations within the City.

Fehr & Peers will also prepare and draft goals, policies, and implementation actions for inclusion in an updated Circulation Element. This scope and fee assumes preparation of an Administrative, Draft,

and Final Circulation Element.

DELIVERABLES:

- Mobility Best Practices Report
- Analysis Memorandums (Modeling, VMT Forecasting, and Traffic Forecasting and LOS)
- Administrative/Draft/Final Circulation Element (digital copy PDF format)

TASK 2.3: REVISE LAND USE ELEMENT

As part of the Current General Plan Audit as noted in Task 2.1 above, RICK will conduct a thorough review of the Land Use Element and the Development Code standards and incorporate relevant updates throughout the Land Use Element to align the Element with Development Code standards for Floor Area Ratio, FAR. Based on our understanding of the current General Plan, we anticipate updates to Table 3-15: General Plan 2035 Land Use Summary for the Density Standard (du/acre) and Intensity Standard (FAR) and Table 3-16: General Plan 2035 and Zoning Consistency. State law requires a General Plan's land use designations to be consistent with the implementing zoning. We therefore will also align the Element and Development Code in regard to gross and net units per acre for residential and provide additional detail in the General Plan regarding consistent zones for each land use designation, particularly the three residential (large lot ; single-family; and multi-family) and one mixed use designations.

In addition, RICK will prepare a variety of Land Use Element mapping/exhibit changes that are consistent with approved projects already developed and established. We understand these changes will be limited only to cleanup necessary to ensure alignment and consistency between approved projects and the General Plan. Specifically, the Land Use mapping/exhibit changes would include:

- Changing Office to Open Space to account for Regional Conservation Authority lands (MSHCP Linkage 16 Core 2 and the City-owned lands that need to be updated as open space);
- Changing Office to Multi-Family in the TOD for existing Multi-Family projects;
- Changing Industrial to Parks & Recreation for baseball fields and cleanup of Murrieta Hot Springs Resort from Civic to Regional or General Commercial. Changes that are consistent with approved projects already developed and established. Further, RICK will update the Land Use Element to incorporate new Multi-Family MF-3 and MF-4 zones for the City.

TASK 2.4: LIGHTING ORDINANCE UPDATE

In collaboration with Energy-Solutions, RICK will update the City's lighting standards to align with the County of Riverside's standards, particularly related to Dark Skies and the Palomar Observatory (e.g., 4050 lumens maximum per fixture and 3000K kelvin color rendition, set hours of operation). In particular, RICK will provide options for existing property owners that convert from older lighting systems to LED; conduct analysis and parameters for use of Electronic Billboards (LED); and prepare updated ordinance language for temporary lighting requests.

TASK 2.5: REVISE NOISE ORDINANCE, NOISE + SAFETY ELEMENT UPDATE

The General Plan 2035 Noise and Safety Element is expected to receive a number of updates due to recent OPR General Plan guidance that requires the inclusion of environmental justice, fire hazard planning programs and policies, and climate change adaptation and resilience strategies into a general plan. These three topics will be at the forefront of the Noise and Safety Element update and will involve the convergence of public outreach, technical advisory, and infrastructure assessments.

A part of the Safety portion of the Noise + Safety Element, led primarily by RICK, the Team will provide recommendations for the Safety element to ensure compliance with SB 379, which requires that a climate change vulnerability assessment and climate change adaptation and resilience goals, objectives, policies, and implementation programs be included in the safety element, as informed by the results of the vulnerability assessment. Our approach will leverage the 2018 climate change vulnerability assessment and adaptation policy recommendations that Ascent prepared during the City's previous General Plan and CAP update effort (note that virtually none of the adaptation policies were included in the Safety Element), with a focus on updating and refreshing these analyses and recommendations in light of updates to statewide guidance and new tools and best practices now available. RICK will incorporate Ascent's recommendations into the safety element update.

The RICK Team will also update and align the Element with the City's Local Hazard Mitigation Plan currently in process with Murrieta Fire & Rescue with new hazard and risk reduction strategies as applicable to incorporate the updated, approved Plan (anticipated to be fully approved in 2024) in coordination with Murrieta Fire & Rescue.

Noise has long been an accepted part of modern civilization, but excessive noise can become an important environmental concern. Excessive noise can disturb the peace and quiet of neighborhoods so planning for noise compatible land uses near existing or projected high noise levels has become an effective technique at concentrating noise in already-designated loud areas. This task will be primarily led by Ascent and will focus on updating and refining currently adopted noise goals, policies, and regulations contained in Chapter 11, Noise portion of the Noise + Safety Element, of the General Plan and Section 16.30, Noise, of the Murrieta Development Code to reflect updates to the General Plan.

Ascent's noise experts will review the City's adopted noise goals, policies, and regulations and will recommend refinements as well as additions, where appropriate. More specifically, new noise standards tailored to the anticipated type of growth and development (e.g., mixed use, high density), accounting for existing noise sources in these areas, will be recommended. Further, we recommend providing additional vibration policies/regulations, not currently part of the Noise Element, consistent with guidance from appropriate regulatory agencies (e.g., Caltrans, Federal Highway Administration). Another specific recommendation is to include noise descriptors for current noise regulations to ensure they are applied consistently and appropriately for all future development. Introductory text and noise background information will be reviewed and updated only if necessary; however, this scope assumes that this portion of the existing Element is generally sufficient, as principles of noise and noise fundamentals do not change over time, and Ascent will only provide minor editorial revisions, where appropriate. This task does not include updates to the existing noise environment or traffic noise contours. See optional Task 2.5.1 for details relating to these tasks.

Once all revisions to existing goals, policies, and regulations are agreed to, the RICK Team will prepare text revisions to the applicable portions of Section 16.30, Noise, of the Murrieta Development Code to ensure consistency with General Plan revisions and methodology (e.g., locations where noise standards apply, standards for conducting noise measurements, and consideration of new methodology for measuring noise at the property line for construction, operational, and temporary) required for compliance with noise code and CEQA analyses.

TASK 2.5.1: Update Existing and Future Noise Levels (Optional Task)

The 2035 General Plan includes a summary of existing noise conditions based on noise measurements conducted at 15 locations (Table 11-5) and traffic noise modeling (Table 11-6 and Exhibit 11-3) from 2010. Considering that Murrieta has expanded since that time, resulting in potentially increased traffic volumes and associated noise levels, new noise sources, and areas of the city not previously captured in the noise conditions, it is likely that citywide existing noise conditions have changed since 2010. To address these changes, Ascent recommends updating the existing noise measurements and traffic noise contours to current conditions.

Ascent proposes to conduct up to 20 noise measurements, including a combination of short-term (i.e., 15-minute) and long-term (i.e., 24-hour) measurements, at strategic locations throughout the city to characterize noise levels from various existing sources and land use types (e.g., industrial, commercial). In addition, locations will be selected in areas planned for future growth. Prior to conducting the noise measurements, Ascent will prepare a draft noise monitoring plan for the City's review and approval.

To conduct the noise measurements, Ascent anticipates requiring up to five days of fieldwork to deploy noise meters and collect the data. Measurement results will be summarized in tabular form, including a description of primary noise sources and nearby land uses at each measurement site. The results will be used to update Table 11-5, Noise Measurements, in the Noise Element.

In addition, using current traffic volumes on major roadways and future buildout volumes provided by Fehr & Peers, Ascent will conduct traffic noise modeling and develop updated traffic noise contours in graphical and tabular form. Modeled contour data will be used to update Table 11-6, Existing Roadway Noise Levels; Exhibit 11-3, Existing Roadway Noise Contours; Table 11-7, General Plan 2035 Roadway Noise Levels; and Exhibit 11-4, General Plan 2035 Noise Contours, in the Noise Element.

The combination of the updated ambient noise survey and existing roadway traffic noise contours would serve to establish existing noise conditions throughout the city as well as inform land use planning decisions for purposes of determining future development compatibility with adopted Land Use Compatibility for Community Noise Environments (Table 11-2). All measurement data and noise modeling outputs will be provided as technical appendices.

TASK 2.6: REVISE RECREATION AND OPEN SPACE UPDATE

Based on careful review of the City's Parks and Recreation Plan and Trails Master Plan updates, currently in process, RICK will provide necessary the necessary updates to the Element to incorporate the updated and approved Plans (with the Plans anticipated to be adopted by City Council in the late Summer 2024) in coordination with the Community Services Department

TASK 2.7: PREPARATION OF THE GENERAL PLAN DOCUMENT

- 2.7.1 Administrative Draft General Plan - RICK will prepare an Administrative Draft of the General Plan (Cleanup) noting changes to the Plan in strikeout underline. The document will be provided to city staff for one round of review and revisions. This scope assumes receipt of one consolidated set of comments.
- 2.7.2 Public Review Draft General Plan - RICK will address staff's comments on Screencheck I and incorporate into the Public Review Draft of the General Plan (Cleanup). This scope assumes receipt of one consolidated set of comments. The Draft General Plan (Cleanup) will then be distributed for public review for community feedback on the goals, policies, and programs presented in the document. The Public Review Draft General Plan will be posted on the General Plan Update website and the City's website, and we assume staff will make it available at City Hall and the Murrieta Library. We assume that the General Plan will be circulated for public review at the same time as the General Plan Supplemental Programmatic EIR described below.
- 2.7.3 Final Draft General Plan - Based on comments received during public review, responses prepared for the EIR, and additional comments and direction from City staff, the RICK Team will prepare the Final Draft General Plan (Cleanup) document for consideration by the decision makers. The Final Draft General Plan will be presented for a recommendation for adoption by the Planning Commission and adoption by the City Council. It will be posted on the project website and the City's website, and we assume staff will make the document available at City Hall and local libraries. A Final General Plan will be prepared following the final adoption hearing and will incorporate any additional changes directed by decision makers.

DELIVERABLES:

- Administrative Draft General Plan (Cleanup) (digital copy -Word and PDF format)
- Administrative Draft Noise Ordinance (digital copy – Word)
- Responses to Comments (digital copy PDF format)
- Screencheck I Draft General Plan (digital copy Word format)
- Public Review Draft General Plan (digital copy PDF format)
- Final Draft General Plan (digital copy PDF format)
- Final General Plan (digital copy PDF format)

TASK 3.0 PUBLIC OUTREACH

The RICK Team understands the significant value that the community and stakeholders bring to a city-wide project effort. Public Outreach is one the cornerstones of the RICK team's approach to any long-range planning process. Therefore, in support of the General Plan Cleanup, RICK will lead two distinct outreach efforts tailored to the audience of each task.

TASK 3.1: COORDINATION WITH OTHER AGENCIES

The first task consists of informing governmental and non-governmental agencies of the project scope.

Outreach efforts directed toward agencies can occur virtually or through correspondence and will include a more technical description of the project. Where an agency represents a specific interest (Conservation Agencies, Public Utilities, Preservation Societies) the outreach will include a specific description of the project scope related to the specialized topic and the proactive measures being taken to identify and address any project impacts. RICK will dialogue, review, and compile comments and concerns from local, state and federal agencies and present those to City staff so they can be considered at the earliest stages of plan development.

TASK 3.2: STAKEHOLDER AND RESIDENT OUTREACH

The second outreach task would be limited, targeted outreach specifically directed and designed for community stakeholders and residents. At the initial phase of the project, RICK will prepare an Outreach and Engagement Plan in close collaboration with Planning staff and the City's Communication Specialist that identifies the outreach events expected to occur in support of the General Plan Cleanup. Any Outreach Plan directed toward stakeholders and residents, even in a limited capacity, requires a level of human interaction, and visual and verbal supplements to transmit what can often be complex planning concepts and terms into ideas that any ordinary citizen can understand. RICK will provide opportunities for interaction and information sharing, employing alternative methods from simple PowerPoint presentations to interactive design charrettes and small group exercises. RICK is also able to provide dedicated Spanish translations of event/project materials, as well as leverage online/social media tools which are increasingly expected for communicating project information.

This task and the associated events listed represent our recommendation for a successful outreach program based on our familiarity with Murrieta and our experience on similar projects in other communities. However, we are open to adjusting this approach to what will work best for Murrieta.

- **Project Fact Sheet** - In an effort to notify the community and stakeholders of the General Plan Cleanup project process, the RICK Team will prepare a Project Fact Sheet that provides information on the project purpose, goals, process, and schedule. With the understanding that the Project Fact Sheet will be used as a quick reference guide, we anticipate the informational document to be a concise one-page document that will be visually engaging and easily interpreted with infographics and succinct language.
- **General Plan Cleanup 2024 Open Houses** - The RICK Team will prepare to host a series of up to three (3) public outreach events in an open house format to inform the community. We anticipate holding the first workshop to provide of the project process and intended revisions to the General Plan, and to facilitate discussions focused on the evaluation of existing goals and policies. We anticipate two additional open houses events – each in different parts of the City - to presenting the draft revised exhibits and goals and policies associated with the General Plan Cleanup. For each event, RICK will prepare an Outreach Logistics Plan, which will include a detailed approach, method/programming, format, and materials for the event.

Key to conducting productive and civil community workshops is a well trained and experienced facilitator who can build trust among the participants. Brooke Peterson will service as Lead Facilitator and is trained in the international Association of Public Practitioners (IAP2) techniques and core values - bringing experienced facilitation with a comprehensive range of creative, innovative, and tested engagement strategies.

- **Techniques/Tools**- The following techniques and tools could be used to spread the word about

the outreach events and gauge the amount of participants expected to show at the subsequent workshops:

- City Website updates;
- Text message alerts;
- E-blast notifications;
- Facebook, Twitter, Instagram posts;
- Spotify/podcast ad; and,
- Eventbrite/ Survey Monkey RSVP.

DELIVERABLES:

- Workshop Logistics Plan, up to three (digital copy PDF format)
- Workshop materials (digital copies of: presentation, station boards)
- Attendance at up to three (3) Open House outreach events
- Support and content for maintaining project visibility on the City's website

PHASE 2

TASK 4.0 CEQA DOCUMENTATION

The City certified a Program EIR along with the last comprehensive update of the General Plan in July 2011, and a Supplemental EIR was certified for the focused General Plan update in July 2020 that tiered from the Program EIR. RICK intends to prepare a CEQA Addendum to address the proposed General Plan Cleanup and CAP update. An addendum is appropriate where a previously certified EIR has been prepared and some changes or revisions to the project are proposed, or the circumstances surrounding the project have changed, but none of the changes or revisions would result in significant new or substantially more severe environmental impacts, consistent with CEQA Section 21166 and State CEQA Guidelines Sections 15162, 15163, 15164, 15168, and 15183.

Impact significance will be determined after consideration of the beneficial effects of proposed policies designed to avoid or reduce environmental impacts. Because a General Plan cleanup is intended to be “self-mitigating” (meaning that policies and implementation measures would be designed to avoid or minimize environmental impacts to the extent feasible), mitigation measures may not be necessary. However, if the environmental analysis shows that impacts of the General Plan cleanup and CAP update to air quality, GHGs, and noise remain significant after implementation of proposed policies (including implementation measures and CAP update measures to reduce GHG emissions), we will alert the City regarding the need for a different level of environmental review. A budget augmentation would be necessary to support preparation of a Supplemental EIR or a different CEQA document.

This scope assumes that an update to the Climate Action Plan would be prepared but that is dependent upon the City obtaining grant funding. Should the City not be successful in obtaining grant funding, all references to Climate Action Plan updates herein would not apply.

TASK 4.1: PREPARE ENVIRONMENTAL CHECKLIST

The addendum will include an attachment with an environmental checklist that contains the substantial evidence supporting that the proposed General Plan Cleanup and CAP update would not result in any new or substantially more severe environmental impacts from those identified in the GP SEIR. The addendum and checklist will serve as the appropriate CEQA compliance document and will be prepared consistent with the requirements of Section 15162 of the State CEQA Guidelines

TASK 4.2: PREPARE DRAFT ADDENDUM

The RICK team will be supported by Ascent who will provide climate action planning and environmental services for air quality, greenhouse gas (GHG) emissions and noise.

RICK will prepare a Draft EIR Addendum including all sections as required by the California Environmental Quality Act (CEQA) Guidelines. A comprehensive project description will be developed in coordination with the project team. RICK will coordinate closely with the project team, technical experts, and City staff to ensure General Plan policies and development standard updates are written to self-mitigate or avoid environmental impacts to the extent feasible. Analysis will account for any potential by-right residential housing and determine the extent that identified objective standards would minimize potentially significant impacts. A mitigation framework will be prepared, as appropriate, to maximize CEQA streamlining opportunities for future projects consistent with the General Plan.

For each of the impact topics, our approach will be to characterize the existing physical conditions and pertinent regulatory framework, then describe the future conditions resulting from implementation of the proposed General Plan cleanup and CAP update. This scope of work assumes the analysis will be primarily qualitative and presented at a level of detail consistent with a program level of analysis (quantitative analysis may be performed in the analysis of GHG emissions impacts because data for these topics will be prepared as part of the CAP update). Should the analysis warrant a quantitative approach for other topics following development of the General Plan cleanup and CAP update, we will work with the City on a recommended approach.

Following receipt of one consolidated set of City comments on the Administrative Draft Addendum sections, we will discuss and clarify specific comments, as needed, and prepare appropriate revisions to the document in a Screencheck Draft Addendum for staff review.

The Administrative and Screencheck Draft Addendum will be submitted in PDF and Word format.

TASK 4.3: PREPARE PUBLIC REVIEW DRAFT ADDENDUM

Per the CEQA Guidelines, an addendum does not need to be circulated for public review but can be included in or attached to the General Plan Cleanup and CAP Update documents prior to making a decision on the project. For purposes of this scope, RICK will prepare a Public Review Draft Addendum for distribution by the City.

TASK 4.4: PREPARE FINAL ADDENDUM

RICK will update the addendum following public review. A final addendum will be prepared for attachment to the General Plan FEIR.

Deliverables

- Administrative and Screencheck Draft Addendum (digital Word format)
- Public Review Draft Addendum (digital Word format)
- Final Addendum (digital PDF format)

TASK 5.0: CLIMATE ACTION PLAN UPDATE

This task describes Ascent's approach to updating the CAP that was prepared for the City in 2020. Pursuant to the RFP, our approach focuses on bringing the CAP into alignment with the latest state targets and updated traffic modeling performed for the General Plan cleanup, accounting for the City's recent efforts implementing solar, EV, and other CAP measures, identifying less controversial, feasible implementation pathways aligned with the updated Circulation Element, and developing a template to facilitate annual CAP reporting by City staff.

TASK 5.1: NEW GHG EMISSIONS INVENTORY

Ascent will prepare a new baseline inventory of communitywide emissions covering the following emissions sectors: transportation, residential and nonresidential building energy, off-road vehicles and equipment, water, wastewater, and solid waste. While the existing CAP's 2016 inventory provides a key datapoint, it will be important to update emissions estimates to current conditions to better reflect the local setting and land uses.

The new inventory will set a robust, current baseline to establish the City's emissions forecasts and reduction targets. We recommend that the City use the most recent calendar year for which complete data are available (anticipated to be 2023 but may vary depending on the project start date) to prepare the GHG emissions inventory. Emissions will be aggregated and reported as carbon dioxide equivalents (CO₂e) to show trends in GHG emissions from various activities. We recommend using the global warming potential values from the Intergovernmental Panel on Climate Change 6th Assessment Report to align with current science and climate action planning best practices. It will align with the U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions developed by ICLEI—Local Governments for Sustainability (ICLEI), which is recommended for use by local agencies in California by both the California Air Resources Board (CARB) and OPR.

We will develop a list of data needs to collect the most relevant and accurate data for the baseline inventory. Ascent will work with the City to gather necessary permissions and access activities data from utilities and agencies, including waste, water, electricity, and natural gas.

Fehr & Peers will provide VMT estimates for the inventory and forecasts. It is assumed that the traffic model will be employed for VMT forecasts based on City guidance, including Origin-Destination (OD) and Production-Attraction (PA) VMT analysis approaches for project-level assessment and the Boundary Method to measure the project's effect on VMT. These VMT forecasts (calculated using the Regional Targets Advisory Committee [RTAC] Method) will be

employed for the GHG emissions inventory and forecasts. Doing so will align the City's CAP with the data inputs and growth projections of its General Plan, which will be critical for developing a CEQA-qualified CAP that can streamline the environmental review process of development projects implementing the General Plan.

The inventory will use the following tools and emissions factors to quantify GHG emissions by sector:

- Mobile source emissions factors for Riverside County from CARB's EMFAC2021 database for passenger cars, light-duty trucks, and medium- and heavy-duty trucks
- Electricity-related emissions factors from Southern California Edison
- Energy intensity factors from the water districts that serve the city (Rancho California Water District, Elsinore Valley Municipal Water District, Western Municipal Water District, and Eastern Municipal Water District) for water supply
- Off-road emissions from CARB's OFFROAD model
- Solid waste emissions from disposal data and waste generation rates from the California Department of Resources Recycling and Recovery (CalRecycle)

Ascent will present the inventory results in a GHG inventory technical memorandum for the City's review and will prepare a final version that incorporates City comments. The memorandum contents will rely on Excel worksheets that allow easy transferability to the annual CAP reporting template, if desired by the City (Task 3.9).

TASK 5.2: GHG EMISSIONS FORECASTS AND REDUCTION TARGETS

This task describes the preparation of GHG emissions forecasts and GHG reduction targets for the CAP. Ascent will prepare business-as-usual (BAU) forecasts of emissions by sector for 2030 and 2045 to tie in with SB 32 and AB 1279. the state's *2022 Scoping Plan for Achieving Carbon Neutrality* lays out a path to achieving the targets for AB 1279, which includes achieving deeper GHG reductions by 2030 than contemplated by SB 32. An interim year of 2035 or 2040 can be evaluated if desired by the City to align with the General Plan. The BAU forecast will not account for regulatory changes enacted in the future but will account for anticipated population and employment growth citywide to illustrate how emissions would grow if no action were taken. The transportation sector of the BAU forecast will be based on VMT forecasts completed by Fehr & Peers (see Task 2.2.1).

Following the BAU forecast, we will calculate adjusted forecasts, which will consider adopted and other reasonably foreseeable legislative and regulatory changes at the federal and state levels, including SB 1020 (carbon-free electricity), the Advanced Clean Cars Program, and California Code of Regulations Title 24, Part 6 (the California Building Energy Code). Ascent will calculate the impact that these regulations will have on 2030 and 2045 emissions levels (and an interim year if desired by the City) and produce a forecast that will provide a well-supported estimation of future emissions growth to support the development of a qualified CAP under CEQA. Both forecasts can be entered into the annual CAP reporting template that would be prepared in Task 3.9, if desired by the City.

Ascent will identify and recommend GHG emissions reduction targets for the CAP update consistent with state goals, CARB guidance for local plan-level analysis, and CEQA case law (e.g., Newhall Ranch). The recommended targets will align with Murrieta's fair share of the state's targets using substantial evidence and providing the City with legal defensibility for its CAP. We will present the information in the GHG forecasts and targets technical memorandum for the City's

review and will prepare a final version that incorporates City comments.

TASK 5.3: GHG REDUCTION STRATEGIES

Ascent will identify and evaluate GHG emission reduction strategies (referred to as climate action strategies) for inclusion in the CAP. It will be important to craft strategies that demonstrate how their collective implementation will achieve the GHG emission reduction targets specified under Task 3.2. Ascent will incorporate feedback collected from City staff and the community outreach process into climate action strategies. We will review the strategies and actions from the existing CAP with the City to determine what should be carried forward and/or modified based on the City's implementation experience. We will develop a preliminary list of climate action strategies in Microsoft Excel. The climate action strategies will be based on existing local and regional efforts (identified in Task 1.2), current and anticipated future technology, regulatory frameworks, and other actions necessary to meet the City's targets. The strategies will focus on actions within the authority and influence of city government and will address all sources of emissions in the inventory. The strategies will include efforts for the advancement of energy efficiency, facilitation of fuel switching and increased use of renewable electricity in the building and transportation sectors, transportation alternatives, a robust move toward zero waste, and other efforts toward decarbonization.

The transportation sector is anticipated to be the largest source of GHG emissions in Murrieta, so it will be critical to develop strategies that achieve significant GHG reductions from this sector. Based on our experience, strategies to support vehicle electrification and use of other zero-emissions vehicles will be the most appropriate means of reducing transportation-related emissions in Murrieta. However, we also anticipate that some level of VMT reductions will be needed to achieve GHG targets. Therefore, Ascent is partnering with Fehr & Peers on this task to develop VMT reduction strategies that are potentially feasible for the land use context and local conditions of Murrieta and aligned with the General Plan cleanup. We understand that many VMT reduction strategies (for example, those with a heavy focus on public transit or based on dense, urban environments) are not feasible for Murrieta. Strategies such as transportation demand management, bike networks, and alignment with the Circulation Element and the Trails/Parks Master Plan will be important to consider for VMT reductions.

We will ensure the climate action strategies are tailored and appropriate for Murrieta, reflecting the diversity of land uses and building types, economic characteristics, community values, and other factors. The purpose of the preliminary draft will be to review and discuss needed modifications to strategies, as well as to obtain input and confirm the nature and scope of strategies to be included in the CAP. We will also work with the City during review of the preliminary draft strategies to gather necessary activity data and develop participation rates or performance targets and other parameters that will be required for further analysis.

Following City review of the preliminary draft climate action strategies list, Ascent will revise the list into a set of climate action strategies that will be more fully developed and analyzed and will be submitted to the City for review and confirmation. As part of this task, we will quantify the GHG reductions expected to be achieved by the strategies and will perform a gap analysis for the strategies to determine whether they will achieve the GHG reduction targets. We will use case studies, peer-reviewed scientific applications, state guidance documents, and other verified sources to inform these calculations and provide substantial evidence behind the work. We will document all information, assumptions, and target indicators used to quantify potential emissions reductions in a single master dataset for the GHG gap analysis. We will use the expertise of Fehr &

Peers to support the quantification of VMT reduction strategies that are feasible for Murrieta and aligned with the General Plan.

Our underlying goal as we complete this technical analysis is to maximize the usability and longevity of the work completed. We develop strategies to facilitate future implementation by City staff, and our worksheets are intended to provide City staff with the tools to track progress after completion of the plan. The worksheets include data that can be entered into the annual CAP reporting template that would be prepared in Task 5.9.

The full list of climate action strategies will be presented as a roadmap for the City to plan its GHG emissions reduction activities. Ascent has experience developing roadmap frameworks. We typically organize climate action policies first by high-level strategy, followed by measures (which include policies) and implementation actions (which include programs and infrastructure). Ascent will present these findings in the GHG gap analysis technical memorandum.

TASK 5.4: CAP OUTLINE

Prior to initiating preparation of the draft CAP, we will prepare an outline and template for City review, identifying the organizational framework and locations where key topics will be addressed. We will review the existing CAP with the City to confirm updates to the outline and identify areas to retain in the updated CAP. The outline will demonstrate how the CAP update will include all relevant information needed for a CEQA-qualified plan pursuant to State CEQA Guidelines Section 15183.5.

The main elements of the CAP update are as follows: executive summary; introduction and background chapters, summary of the GHG inventory, forecasts, and targets; presentation of GHG reduction strategies and demonstration of their ability to meet the City's targets; and an implementation and monitoring chapter. Technical calculations will be included in appendices. Ascent will work with the City to understand expectations to tailor this outline and to confirm tone and format, balance between information presented in chapters and appendices, and overall design of the document.

TASK 5.5: ADMINISTRATIVE DRAFT CAP

Ascent will prepare a comprehensive administrative draft of the CAP for review by City staff. This effort will include assembly and integration of the work and products of prior tasks into the CAP document. The organization and format of the administrative draft will follow the final CAP outline prepared in Task 5.4 and will provide details such as specific sources and subheadings. This version will not include final graphic design; the goal of the administrative draft will be to receive the City's feedback and approval of content before including graphic design details in the Screencheck draft prepared under Task 5.6.

TASK 5.6: SCREENCHECK DRAFT AND PUBLIC DRAFT CAP

Following receipt of City comments on the administrative draft CAP, Ascent will prepare a Screencheck draft version. The screencheck draft CAP will be tailored to the City's preferred format and place an emphasis on providing information visually using maps, graphics, tables, photos, and matrices. Explanatory text will read clearly and concisely. Information incorporated into the CAP will include content that can be used in public outreach meetings, such as presentation slide decks. The Screencheck draft version will include the final graphic design. After receipt of City comments, Ascent will prepare a publication-ready draft CAP.

TASK 5.7: REVIEW AND INCORPORATE COMMENTS; ADMINISTRATIVE FINAL CAP

Following public review, Ascent will work with City staff to review comments received and identify any potential changes needed to the public draft CAP. This task includes up to 30 hours for Ascent to support City staff by tracking and organizing public comments received on the plan and preparing written responses. As part of this task, we will provide an administrative final CAP to the City for review and comment.

TASK 5.8: FINAL CAP DOCUMENT

Based on comments and requested changes on the administrative final CAP by City staff, Ascent will prepare the final CAP for consideration by the Planning Commission and City Council.

TASK 5.9: ANNUAL CAP REPORTING TEMPLATE

Monitoring and reporting are critical components of the climate action planning process. Performing monitoring on a regular basis and reporting the results in a clear manner will allow the City to evaluate progress toward achieving its reduction targets, revise and update reduction measures based on past performance, and regularly reassess emission projections. Ascent will prepare a CAP reporting template that will be designed to present information in a concise, graphically interesting format that is easily digested by elected officials and members of the public. The template will include a summary of the monitoring tools/metrics and key considerations in the monitoring of CAP data.

Deliverables

- Data request (digital Word format)
- Draft and Final GHG inventory technical memorandum (digital Word/PDF format)
- Draft and Final GHG forecasts and targets technical memorandum (digital Word/PDF format)
- Data request of participation rates and performance targets (digital Word format)
- List of Climate Action Strategies (digital Word format)
- Draft and Final GHG gap analysis technical memorandum (digital Word/PDF format)
- Draft and Final outline of CAP in Microsoft Word (digital Word/PDF format)
- Final CAP document (digital PDF format)
- Reporting template (electronic)

TASK 6.0 PREPARATION OF REPORTS AND PRESENTATION MATERIALS

The RICK Team will be available to support City staff in their presentations to the Planning Commission and City Council. RICK Team Principal-In-Charge, Brooke Peterson, Project Manager, Shannon Baer, Teresa Wilkinson, Environmental Task Lead, and as needed Poonam Boparai, CAP Task Lead will attend public hearings and participate in staff presentations, as needed, to support City staff. This scope and fee assume preparation for and attendance at up to two (3) public adoption hearings with the Planning Commission and/or City Council and assumes that City staff will prepare staff reports, legislative documents, and other required materials for all public hearings. The RICK Team, including our subconsultants, will also be active in the public hearings process for adopting the

General Plan Cleanup.

Deliverables

- Attendance at up to one (1) Planning Commission and two (2) City Council public hearings
- The RICK Team will be prepared to answer questions as directed by staff and/or decision-makers



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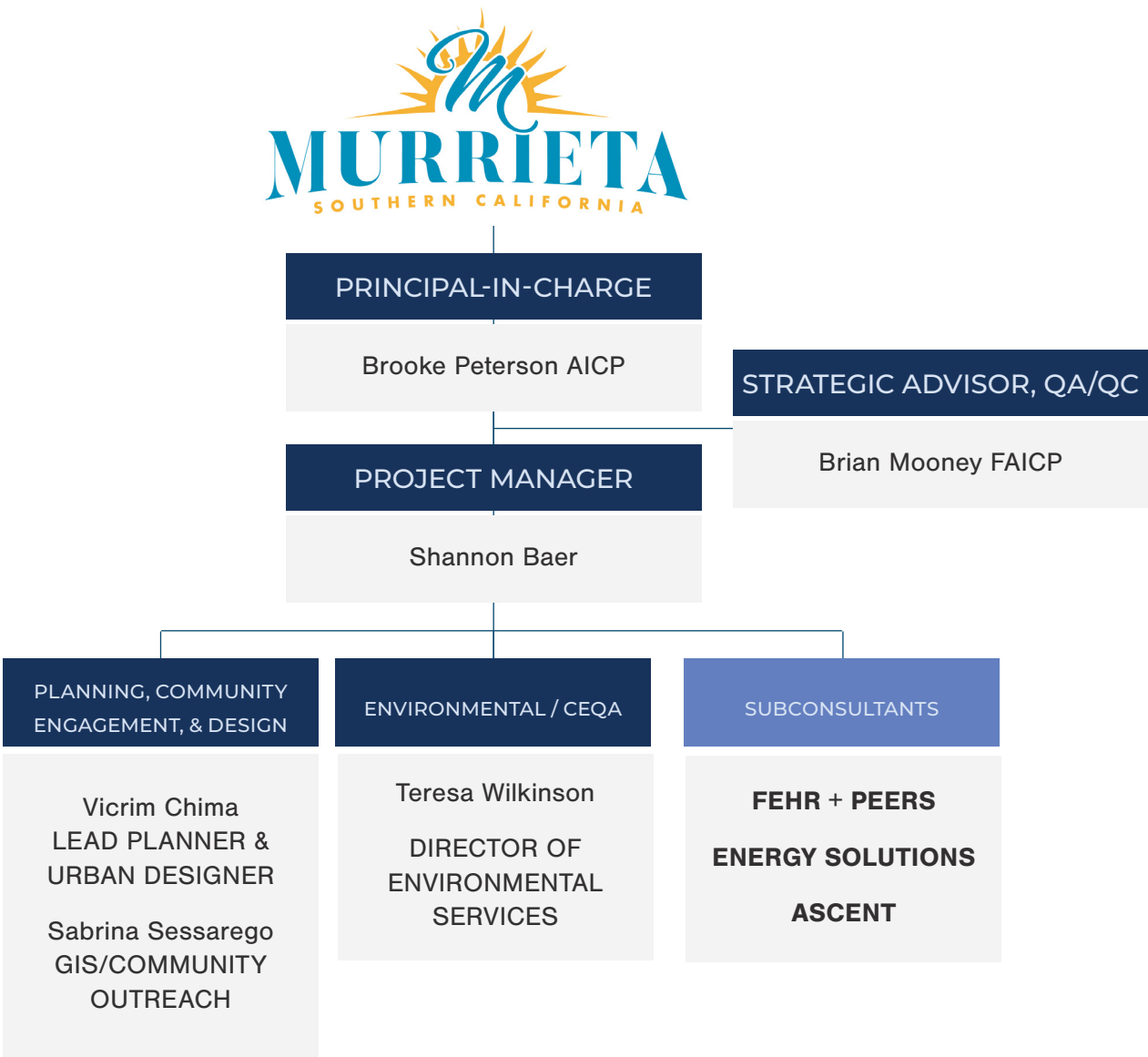
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County of San Diego
Mark Slovick
Deputy Director - County of San Diego Planning and
Development Services
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(858)694-2960

A well-organized team, with a clear division of responsibilities is essential to successful delivery of any project. The organizational chart presented here delineates the project tasks that each key team member will be responsible for and the reporting/communication structure within the team. Serving as the Primary Contact, our Project Manager Brooke Peterson, will have full responsibility for meeting this project’s requirements, on time and within budget. All of the proposed staff are RICK employees, unless otherwise noted. All staff are fully committed to the needs of this project and will not be removed or replaced from the project without written approval.

All team members on the organizational chart are key team members and their resumes are provided on the pages that follow.





EXPERIENCE

23 Years

EDUCATION

MA, City & Regional
Planning, California State
University, San Diego

BA, Biology, Occidental
College, Los Angeles

Certificate in Planning
for Effective Public
Participation, International
Association for Public
Participation
(IAP2)

REGISTRATION

American Institute of
Certified Planners CA
AICP: No. 152123

Brooke Peterson AICP

PRINCIPAL-IN-CHARGE

Brooke serves as Director of RICK's Planning + Design Division. Her career includes a wide range of long-range policy planning, development project planning, and urban design for both the public and private sectors. Her project portfolio includes the successful delivery of general plans, community plans, corridor and specific plans, master plans, redevelopment, mixed-use and TOD development, urban greening, and public engagement. Brooke has expertly led high-profile planning and community engagement efforts in a variety of jurisdictions. Her comprehensive planning work has required close coordination with complex project teams, various staff, and decision makers on controversial issues and decisions.

Representative projects include:

City of Vista General Plan Update, Vista, CA: Brooke is Principal-in-Charge of the General Plan Update, for the City of Vista. The project includes preparing and reviewing the existing conditions, land uses and policies. Targeting efforts to update the Land Use map and Land Use Designations to introduce mixed used uses along major corridors and within Specific Plan areas. Preparing to initiate transportation and environmental analysis, and proceed with policy review of updated elements and revising policy language, in advance of a second round of public outreach.

East Valley Specific Plan, Escondido, CA: Brooke led the project efforts, which included crafting development policies and standards, engaging the community through public workshops and hearings, and generating a Land Use Plan that reflects community input, market compatibility, and the City's vision. Brooke was integral in the preparation of the Existing Conditions Report, the Vision Statement, Specific Plan and outreach presentations. Brooke facilitated virtual public outreach events that accommodated working families during COVID-19. The East Valley Specific Plan was prepared to update the area's development potential and guidelines to promote economic revitalization and market trends.

Downtown Taft Specific Plan and Zoning Ordinance Amendment, Taft, CA: Brooke is Principal-in-Charge for the 210-acre Downtown Taft Specific Plan. The Specific Plan will create a comprehensive planning and zoning scheme for Taft's downtown area around the Rails to Trails corridor with a focus on identifying and accommodating housing options for the community. Public engagement, including virtual workshops and surveys are also key components of this project.

Southwest Village Specific Plan, San Diego, CA: Brooke is leading the preparation of the Southwest Village Specific Plan within the City of San Diego. The Southwest Village Specific Plan includes the development of over 5,000 units, 175,000 square feet of commercial uses, a village core and transit hub, and 36 acres of parks.



EXPERIENCE
7 Years

EDUCATION
BA, Urban and Regional
Planning Sonoma State
University

A project of this size and complexity requires a seasoned and organized Shannon brings a strong understanding of the project's requirements and has delivered similar plans for local cities. Her ability to create and maintain detailed project plans, schedules, and budgets will be essential for keeping the project on track.

Shannon Baer

PROJECT MANAGER

Shannon Baer is a Senior Planner with RICK's Planning + Design Division and has experience in policy, long-range, and environmental planning for public and private clients. She has been heavily involved in various land use and planning projects in Southern California, which range from processing development permits to preparing general plan updates and specific plans. Shannon also helps public agencies navigate development permitting, stakeholder engagement, and public outreach. She successfully coordinates closely with clients, technical specialist, stakeholders, and internal support staff.

Representative projects include:

Lithium Valley Specific Plan, County of Imperial, CA: Shannon serves as Project Manager for the Lithium Valley Specific Plan, authoring sections for the Baseline Report and Infrastructure Assessment, including Land Use, Social Conditions, Public Services and Resources, Goods Movement and Quality of Life. Shannon produced multiple map exhibits using ArcGIS Pro and analyzed GIS data for inclusion in the report. She represents RICK at community workshops and pop-up events, intended to inform the community of the upcoming plan and gather their input. The project focuses on geothermal energy development and lithium extraction in the Salton Sea Known Geothermal Resource Area in Imperial County.

General Plan/Local Coastal Plan Update, City of Pismo Beach, CA*: Shannon served as Community and Coastal Planner for preparing a General Plan Update/ Local Coastal Plan (LCP) for the City of Pismo Beach. Responsibilities included preparing a Background Report, vulnerability assessment, and four general plan elements for the City: Land Use, Conservation and Open Space, Safety, and Noise. The City of Pismo Beach wanted to retain their sphere of influence and the small Central Coast beach-town vibe, while intensifying housing and growing their economy. With those goals in mind, Shannon analyzed the City's existing general plan and LCP and in coordination with the City, determined the documents' issues and opportunities. New policies were crafted in accordance with State law and recent California Coastal Commission sea-level rise policy guidance. (*completed with previous firm)

East Valley Specific Plan, City of Escondido, CA: Shannon is currently serving as planner for the East Valley Specific Plan for the City of Escondido. Project efforts include crafting development policies and standards, engaging the community through public workshops and hearings, and generating a Land Use Plan that reflects community input, market compatibility, and the City's vision.

Nakano Specific Plan, City of San Diego, Chula Vista, CA: Shannon is currently serving as planner and project manager for the preparation of the Nakano Specific Plan. It will allow for approximately 220 residential dwelling units, a series of mini parks and trail connections.

Southwest Village Specific Plan, City of San Diego, CA: The Southwest Village Specific Plan includes development of over 5,000 units, 175,000 square feet of commercial uses, a village core and transit hub, and 36 acres of parks.



EXPERIENCE

45 Years

EDUCATION

MA, Urban History
Concentration in City
Planning

BA, Anthropology,
Concentration in Urban
Anthropology & Cultural
Resource Management,
San Diego State
University

REGISTRATION

Certified Planner,
American Institute of
Certified Planners College
of Fellows (FAICP), No.
010920

Brian Mooney FAICP

STRATEGIC ADVISOR, QA/QC

Brian Mooney is a Principal and Strategic Advisor with RICK's Planning + Design Division. He specializes in quality control, planning, public outreach, environmental analysis, research, and public policy development. His extensive experience includes preparing, coordinating, and completing comprehensive urban and rural master plans for counties, cities, towns, transit-oriented development master plans, and sustainable design programs, as well as preparing CEQA and NEPA documents.

Brian's work has been recognized with both regional and statewide awards by the American Planning Association (APA), the Association of Environmental Professionals (AEP), the American Institute of Architects (AIA), and local government agencies.

Representative projects include:

Downtown Murrieta Specific Plan, City of Murrieta, Murrieta, CA: Brian directed the design of the Downtown Murrieta Specific Plan. The plan created four Planning Areas with unique development standards to create a pedestrian oriented downtown on 253 acres. It centered around a series of guiding principles including creating a cultural and government center, an attractive downtown, historic character and pedestrian activity, proactive economic development, sustainable development and open space preservation, mobility choices and attractive residential neighborhoods with diverse housing options, and included an extensive public outreach program.

Northside Specific Plan & EIR, City of Riverside, Riverside, CA: Brian served as the Principal-in-Charge for the preparation of an Environmental baseline study, an award-winning specific plan, and Program EIR for the 1,600-acre Northside Specific Plan for the City of Riverside.

Downtown Specific Plan and Form-Based Code, City of Lemon Grove, Lemon Grove, CA: Brian served as Project Director for the award-winning Specific Plan and Form-Based Code to redevelop the Downtown Special Treatment Area (STA). The STA included approximately 16-blocks of Lemon Grove, including a San Diego Trolley station, City Hall, other municipal buildings, and the original business district. Using public input and previous studies, the project team divided the STA into four districts and developed several alternative land use plans and development concepts for each district.

Additional representative projects:

- Town Center Specific Plan and EIR, City of Santee, Santee, CA
- General Plan Update, City of Lake Elsinore, CA
- Northside Redevelopment Plan and Specific Plan, City of Riverside, CA
- General Plan Update, County of San Diego, San Diego, CA



EXPERIENCE 12 Years

EDUCATION
Masters of Arts, History,
Villanova University

Non-Degree, American
Architecture, University of
Pennsylvania

Graduate Studies
Fellowship, University of
California, Davis

Bachelor of Arts, Political
Science, University of
California, Berkeley

CERTIFICATIONS
Secretary of the Interior
Standards Professional
Qualification in History
and Architectural History

Vicrim Chima

PLANNER AND URBAN DESIGN

Vicrim Chima is a Senior Planner in RICK's Planning + Design Division in San Diego. He has twelve years of professional planning experience processing Long Range, Current, Design Review and Historic Preservation entitlements throughout the Southern California region. Vicrim has over a decade of public sector experience, including managing the concurrent update of the City of Pasadena's Land Use and Mobility Elements, which was adopted in 2015 and was the first General Plan Update in the state to utilize VMT and multi-modal transit analysis. It also received a Southern California APA Award for its community outreach efforts. Vicrim is passionate about the public outreach process and his interpersonal skills and breadth of knowledge allow him to build excellent rapport with residents, property owners, business owners, and government officials. And when issues become contentious, he has proven his ability to mediate conflict and generate consensus in the public sphere. Vicrim also brings analytical skills that contribute to a sophisticated understanding of the CEQA processes, from categorical and statutory exemptions, to preparing initial studies and preparing and adopting mitigated negative declaration and has managed a Programmatic Environmental Impact Report. He can contribute technical expertise in areas including Aesthetics, Land Use, and Cultural Resources, and is familiar with the methodologies and processes involved in Noise, Air Quality, Water Quality, and Biological resources analysis.

Representative projects include:

General Plan Update, City of Vista, Vista, CA: Currently managing a General Plan Update, for the City of Vista. Preparing and reviewing the existing conditions, land uses and policies. Targeting efforts to update the Land Use map and Land Use Designations to introduce mixed used uses along major corridors and within Specific Plan areas. Preparing to initiate transportation and environmental analysis, and proceed with policy review of updated elements and revising policy language, in advance of a second round of public outreach.

Land Use & Mobility General Plan Update, City of Pasadena, Pasadena, CA: Participated in the outreach phases and managed the Program EIR and policy updates for a concurrent Land Use and Mobility Element Update to the City's General Plan. Developed, in conjunction with the public and advisory bodies, an expanded set of Land Use and Mobility Element policies. Managed the preparation of the Draft EIR, led Scoping Sessions and oversaw the adoption of the Final EIR. The plans outreach efforts were recognized with a Southern California APA award and when adopted, it was the first General Plan in the state to use Vehicle Miles Traveled after the adoption of SB743. The project budget, over a period of 5 years of outreach, environmental analysis and policy construction, was in excess of 1.5 million dollars.



EXPERIENCE

4 Years

EDUCATION

MS, Environmental
Sciences and Policy,
Johns Hopkins University

BA, Environmental
Sciences, San Diego
State University

PROFESSIONAL AFFILIATIONS

American Planning
Association (APA)

Association of
Environmental
Professionals (AEP)

Society for Marketing
Professional Services
(SMPS)

* Bilingual - Fluent in
Spanish

Sabrina Sessarego

LAND USE PLANNER - GIS AND COMMUNITY OUTREACH

Sabrina is an Assistant Community Planner for RICK. She holds experience supporting long-range and service area planning in Southern California and the southwestern US. She leverages four years of experience in demonstrating the utility, opportunity, and value of developing Geographic Information Systems (GIS) to support project data reconciliation, analysis, and visualization. She specializes in geospatial analysis, map production and is a power user of the Esri ArcGIS technology stack and Adobe Creative Suite. In her previous role, Sabrina served as lead proposal and business development coordinator, securing contracts in excess of \$3 million for the performance and delivery of GIS support services. In addition to leading the company's marketing efforts, Sabrina performed all GIS work ahead of contract to demonstrate the value of digital mapping applications such as web maps, project dashboards and 3D web scenes. She continues to leverage her GIS knowledge to support RICK's Planning and Design Division on projects.

Representative projects include:

Vista General Plan Update, City of Vista, Vista, CA: Sabrina is the Lead GIS Specialist for the Vista General Plan Update which seeks to leverage mixed-use development opportunities along key transportation corridors to revitalize underutilized commercial land. Sabrina produced map exhibits using ArcGIS Pro for inclusion in the existing condition report and visually appealing graphics for community outreach efforts. Further, Sabrina authored the Land Use Alternatives maps and undertook parcel analysis for land and build environment characteristics to assist in build-out projections. She also represented RICK at community workshops and pop-up events, including providing Spanish translation, ensuring inclusivity and effective communication with all stakeholders.

Lithium Valley Specific Plan, County of Imperial, Imperial, CA: Sabrina served as Assistant Planner for the Lithium Valley Specific Plan, authoring sections for the Baseline Report and Infrastructure Assessment, including Land Use, Social Conditions, Public Services and Resources, Goods Movement and Quality of Life. Sabrina produced multiple map exhibits using ArcGIS Pro and analyzed GIS data for inclusion in the report. She represented RICK at community workshops and pop-up events, intended to inform the community of the upcoming plan and gather their input. She also provided Spanish translation and graphic design services on public outreach materials, leveraging the Adobe Creative Cloud.

Service Area Plan Update, City of Brawley, Brawley, CA: Sabrina advanced the business development effort to contract with the City of Brawley, serving as the primary author responsible for updating all sections required for LAFCO approval. In addition to incorporating population projections to assess demand, the SAP Update considers future development outlined by the Rancho Los Lagos Specific Plan.



EXPERIENCE

34 Years

EDUCATION

MA, Latin American Studies Program, San Diego State University

BS, Urban and Regional Planning, University of Southern California

* Bilingual - Fluent in Spanish

Teresa Wilkinson

ENVIRONMENTAL PLANNING TASK LEAD

Teresa Wilkinson is the Director of Environmental Planning Services at RICK. Focusing on environmental planning project management, environmental compliance, and permitting, she has 34 years of experience managing and preparing environmental analyses and documentation in accordance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and serves local, state, and federal government agencies, public and private sector clients and nongovernmental organizations. She has directly assisted clients to obtain and negotiate permit approvals with federal, state, and local regulatory agencies under Section 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, Section 1600 of the California Fish and Game code, and has negotiated programmatic agreements with USFWS and USACOE for issuance of programmatic biological opinions (BOs) and regional general permits (RGPs).

Representative projects include:

Home2Suites CEQA Document, City of Menifee, Menifee, CA: RICK is preparing the Initial Study/Mitigated Negative Declaration pursuant to CEQA for the proposed 4-story, 65,463 square foot hotel to be operated by Home2Suites, consisting of 106-rooms with an extended stay option located behind (or to the south) of Living Spaces within the Menifee Village Shopping Center. RICK is overseeing the preparation of technical studies including the cultural and paleontological report, the MSHCP Consistency Analysis, the Air Quality/GHG/Energy study, Noise, and the traffic impact/VMT assessment.

Southwest Village Specific Plan and EIR, City of San Diego, San Diego, CA: Teresa is working with the City and project team as the Senior Environmental Reviewer and is assisting in the preparation of the Screencheck Draft EIR. The project involves the preparation of a Program and Project Level EIR for the proposed development of a mix of land uses designed to create a high-quality, sustainable community.

Claremont Community Plan Update and EIR, City of San Diego, San Diego, CA: Teresa worked with the City and project team as the Environmental Task Manager to prepare the Land Use, Aesthetics, Air Quality, Noise and Cumulative sections of the EIR, and is assisted the team in developing the Draft and Final EIR, including MMRP, Findings and SOC.

Kearney Mesa Community Plan Update and EIR, City of San Diego, San Diego, CA: The proposed CPU is a policy document, an implementation tool for the City's General Plan and provides a long-range guide for the future physical community development. As Environmental Task Manager, Teresa worked with project team to prepare the Land Use and Aesthetics section of the EIR, and assisted in developing the Draft and Final EIR, including MMRP, Findings and SOC.



Jason Pack, TE

Principal

EDUCATION

Bachelor of Science in Civil Engineering,
University of California, Davis, 1999

REGISTRATIONS

Licensed Traffic Engineer, State of California
(TR2402)

YEARS OF EXPERIENCE

Total: 24
With Fehr & Peers: 24

AFFILIATIONS

- American Planning Association (APA)
- Women's Transportation Seminars (WTS)
- Institute of Transportation Engineers (ITE)
- Association of Environmental Planners (AEP)

EXPERTISE

- General Plans
- Emergency Evacuation
- Traffic Operations
- Travel Demand Forecasting
- VMT Analysis

ABOUT

Jason D. Pack, TE, is a Principal with Fehr & Peers located in Southern California. He is actively involved in a wide variety of project work but also finds time to lead the firm's research and development efforts in Emergency Evacuation assessment. Jason has an extensive background in travel demand forecasting, traffic operations assessment (including micro-simulation assessment), VMT analysis, big data analysis, transit ridership forecasting, and transportation impact studies involving NEPA and CEQA. Jason utilizes his experience and technical resources to help clients answer their toughest questions related to mobility. His recent work includes forecasting and operations assessment for large infrastructure improvements, developing recommendations for SB 743 implementation (California's new requirements to consider VMT as an impact metric under CEQA), assisting agencies with establishing VMT banks/exchanges, emergency evacuation assessment to respond to new legislative requirements (SB 99 and AB 747) and development of innovative transportation policies.

HONORS & AWARDS

- WTS Honorable Ray LaHood Award, Man of the Year, WTS Inland Empire Chapter, 2023

PRESENTATIONS & PUBLICATIONS

- *VMT – Where are we and What is Driving Mitigation Strategies* UCLA Land Use Law and Policy Conference, 2023
- *Emergency Evacuation Assessment*, National APA Conference, 2022
- *VMT Mitigation Panel Discussion*, ITE Western District Annual Meeting, 2022
- *With SB 743, Will We Always Have More EIRS?* Public Works Officers Institute/CEAC Spring Conference, 2022
- *VMT Implementation* SBCOG City/County Conference, 2022
- *A VMT Mitigation Survival Guide – Banks/Exchanges/Fee Programs* APA National Conference, 2019
- *Enough about 743, How Do I Implement It?* California APA Conference, 2019
- *CSU VMT Implementation*, CSU Facilities Conference, 2019
- *Multimodal Levels of Service*, Urban Land Institute (ULI) SCIC
- *Roundabout Operations and Feasibility* – ASCE national webinar series, 2011 through 2018



Paul Herrmann, TE

Senior Associate

EDUCATION

BS, Civil Engineering, California Polytechnic State University, Pomona, CA, 2011

REGISTRATIONS

Licensed Traffic Engineer, CA (TR2797)

YEARS OF EXPERIENCE

Total: 14

With Fehr & Peers: 12

AFFILIATIONS

- Institute of Transportation Engineers (ITE), Member
- Orange County Transportation Engineering Council (OCTEC) Member

EXPERTISE

- General Plan Circulation Elements
- CEQA Transportation Impact Analysis
- Travel Demand Modeling and VMT Forecasting
- Transportation Demand Management
- Long Range Development Plans
- Emergency Evacuation Analysis

ABOUT

Mr. Herrmann is a project manager and senior market leader in the Fehr & Peers Orange County and Inland Empire Office. He has thirteen years of experience in transportation engineering and transportation planning. He has led a wide variety of projects including traffic studies, infrastructure projects, travel demand forecasting, parking and circulation studies, and long-range development plans.

Mr. Herrmann is an expert in SB 743 Implementation and VMT Analysis for CEQA projects. He is also an active member in the Fehr & Peers SB 743, Evacuation Planning and Safety Working Groups which hold weekly discussions on evolving industry best practices.

PUBLICATIONS & PRESENTATIONS

- *SB 743 in OC*, City Engineers Association of Orange County (CEAOC), 2020
- *SB 743 in Riverside & San Bernardino*, Institute of Transportation Engineers Riverside/San Bernardino Chapter (RSBITE), 2020
- *Preparing For a Post VMT World Apocalypse*, Association of Environmental Professionals (AEP) Conference, 2020

RELEVANT PROJECT EXPERIENCE

General Plans

Paul has worked on a wide variety of General Plans throughout the state of California. These projects typically include updating the Circulation Element to be consistent with the latest legislation, including AB 1352 (Complete Streets), SB 375 (Greenhouse Gas Reduction), SB 743 (VMT in TIAs), and AB 747 (Emergency Evacuation). All of these projects required EIRs, including travel demand modeling and traffic forecasting for transportation impact analysis. Notable projects Paul has led include:

- City of Fountain Valley
- City of Anaheim
- City of Laguna Niguel
- City of Los Alamitos
- City of Diamond Bar
- City of Ontario
- City of Chino
- City of Lake Elsinore
- City of Moreno Valley
- City of Redlands
- City of Corona
- County of San Bernardino
- Town of Yucca Valley



Poonam Boparai

PRINCIPAL

YEARS OF EXPERIENCE

16

EDUCATION

MS, Environmental Engineering (focus: Air Quality Engineering and Science), University of Illinois, Urbana-Champaign, 2007

BE, Chemical Engineering, Birla Institute of Technology and Science, Pilani, India, 2004

TRAINING

Lakes Environmental AERMOD Air Dispersion Modeling Course

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

Air and Waste Management Association

American Association for Aerosol Research

Poonam is an Ascent principal and the firm's San Diego office director. She has over 16 years of experience in the public and private sectors conducting climate action planning and air quality and GHG analyses. She possesses a unique skill set that combines technical expertise with a keen understanding of planning and environmental policy. Poonam leads climate action planning processes that are informed by robust technical analysis and by inclusive, meaningful engagement of agency and community stakeholders to develop effective and locally appropriate and effective climate mitigation and adaptation policies and plans. She has successfully applied her expertise in assisting agencies such as the City of Murrieta, City of Rancho Cucamonga, City of Carlsbad, City of Encinitas, County of San Diego, County of Santa Barbara, Imperial County Transportation Commission, SANDAG, San Diego Unified Port District, Bay Area Air Quality Management District, and Sacramento Metropolitan Air Quality Management District with air quality and climate change policy development, analysis methodologies, GHG reduction strategies, and development of GHG thresholds of significance.

Poonam serves on the AEP Climate Change Committee, a group of leaders of climate action planning practices from consulting firms and agencies that have led many of the local GHG reduction planning efforts across California.

PROJECT EXPERIENCE

- City of Murrieta Climate Action Plan and Air Quality/GHG Technical Analysis (Principal in Charge)
- City of Rancho Cucamonga Climate Action Plan (Principal in Charge)
- City of Irvine Climate Action and Adaptation Plan (Principal in Charge)
- SCAG Imperial Valley Regional Climate Action Plan (Principal in Charge)
- City of Bakersfield Climate Action Plan (Principal in Charge)
- SANDAG On-Call Climate Resilience Services (Principal in Charge)
- San Diego Unified Port District Climate Action Study (Principal in Charge)
- City of San Diego Climate Action Implementation Plan (Principal in Charge)
- SANDAG Climate Planning Services, San Diego County (Project Manager)
- SANDAG Regional Plan EIR Health Risk Assessment, San Diego County (Project Manager)
- San Diego County Climate Action Plan and Supplemental EIR (Project Manager)
- San Diego County CAP Implementation and Monitoring (Project Manager)
- City of San Diego CAP Compliance Checklist, San Diego County (Project Manager)
- San Diego Unified Port District Air Quality and Climate Change Guidelines and As-Needed Technical Support, San Diego County (Project Manager)





Erik de Kok, AICP

PROJECT DIRECTOR

YEARS OF EXPERIENCE

27

EDUCATION

MS, Urban Planning, Hunter College,
City University of New York, 2004

BA, Geography, Calvin College, Grand
Rapids, MI, 1996

CERTIFICATIONS

American Institute of Certified Planners
(No. 026568)

PROFESSIONAL AFFILIATIONS

American Planning Association –
California Chapter Board of Directors,
Vice President, Policy and Legislation
(2023–2024)

REPRESENTATIVE PROFESSIONAL WORKSHOPS/PRESENTATIONS

2019–2023. “Planning in California: An
Overview,” Co-Instructor, UC Davis
Continuing and Professional Education –
Land Use and Natural Resources
Certificate Program.

2021–2022. Fire-Adapted Communities
Working Group Co-Chair, Governor’s
Wildfire and Forest Resilience Task Force

2021–2022. Fire-Adapted Communities
Working Group Co-Chair, Governor’s
Wildfire and Forest Resilience Task Force

April 2022. “Wildfire Resilience: Risk
Reduction, Planning Response, Tough
Decisions,” Session Panelist, APA
National Conference, San Diego, CA.

December 2018. “Regional Framework
for Climate Action Planning,” Guest
Speaker, Yolo County Climate Change
Compact, Davis CA.

August 2018. “Creating Coalitions and
Accelerating Adaptation through
Regional Collaboration,” Session
Moderator, California Adaptation Forum
2018, Sacramento, CA.

June 2018. “Climate Action Plans:
Embracing or Retreating?”, Guest
Speaker, Yolo County Climate Change
Compact, Davis CA.

Erik is Ascent’s Director of Interdisciplinary Planning. He works across Ascent’s practice areas and market sectors to offer holistic, innovative, and integrated approaches to address evolving and complex community and environmental challenges. With over 25 years of professional planning, project management, and team leadership experience, Erik brings to each project intimate knowledge of the planning process and deep familiarity with California’s planning issues and legal requirements. He has prepared and implemented a variety of long-range planning projects, including community and neighborhood plans, general plans, climate action and climate adaptation plans, and sustainability and resilience plans. He is also experienced in environmental review under CEQA and the National Environmental Policy Act (NEPA).

During his term of service with OPR from 2019 to 2022, Erik led the preparation of several planning guidance documents, technical advisories, and best practices guides for environmental justice, wildfire hazard mitigation and the wildland-urban interface, and CEQA streamlining. He also worked on a variety of initiatives that touch California’s planning and policy landscape, including legislation, regulatory processes, and interagency coordination.

Erik serves on the American Planning Association (APA) California Chapter Board of Directors as Vice President for Policy and Legislation.

PROJECT EXPERIENCE

- ▶ OPR California Adaptation Planning Guide Update (Senior Advisor)
- ▶ OPR Environmental Justice (SB 1000) Guidance for General Plans (Project Director)
- ▶ OPR Fire Hazard Planning Technical Advisory (Project Director)
- ▶ OPR Wildland-Urban Interface Planning Guide: Examples and Best Practices for California Communities (Project Director)
- ▶ Ventura County 2040 General Plan Update and Climate Action Plan (Project Manager)
- ▶ City of Sacramento 2030 General Plan Update and Master EIR (Project Manager)
- ▶ OPR CEQA Technical Advisory on the Review of Sustainable Transportation Projects (Project Director)
- ▶ OPR CEQA Technical Advisory on Local Hazard Mitigation Plans and CEQA Review (Senior Advisor)
- ▶ Sacramento County Climate Action and Adaptation Plan (Project Manager)
- ▶ Napa County Climate Action Plan and EIR (Project Manager)
- ▶ City of Millbrae General Plan Update and EIR (Project Manager)
- ▶ City of Elk Grove General Plan Update and Climate Action Plan Update (Project Manager)
- ▶ City of Folsom General Plan Update and EIR (Project Manager)
- ▶ SANDAG Climate Planning Services (Senior Planner/Technical Reviewer)





Andrew Martin

PROJECT MANAGER

YEARS OF EXPERIENCE

18

EDUCATION

MCP (Master of City Planning), San Diego State University, 2006

BA, Sociology, California State University, Long Beach, 2004

Andrew has diverse public and private sector experience in local and regional planning throughout California, with emphasis on overseeing complicated and controversial CEQA compliance and climate planning projects for public sector clients. He has managed CEQA compliance for long-range plans, development projects, and active transportation and transit capital improvements, including program- and project-level EIRs, MNDs, addenda, and exemptions.

Andrew's climate planning experience includes managing climate action plans for local jurisdictions and overseeing the delivery of customized climate action planning services for several SANDAG member cities. His experience includes CAPs that meet or exceed California's statewide 2030 reduction target and CAPs with goals to achieve net zero emissions or carbon neutrality sooner than the state.

Andrew also focuses on the intersection of CEQA and climate change issues. He is well versed in CEQA requirements for the tiering and streamlining of GHG emissions and has overseen the preparation of several CAPs that serve as CEQA-qualified plans for the reduction of GHG emissions. He also helps public agencies streamline project-level CEQA analysis of GHG emissions through the preparation of CAP Consistency Checklists. In addition, Andrew has prepared CEQA compliance documents for CAPs and specializes in GHG emissions analysis for projects subject to CEQA.

PROJECT EXPERIENCE

- ▶ City of Murrieta Climate Action Plan and Air Quality, Greenhouse Gas Technical Analysis (Project Manager)
- ▶ City of Rancho Cucamonga General Plan Update, Climate Action Plan, EIR Technical Studies (Project Manager)
- ▶ San Diego County Climate Action Plan (Project Manager)
- ▶ City of Rancho Cordova Climate Action Plan (Project Manager)
- ▶ City of Irvine Climate Action and Adaptation Plan (Project Manager)
- ▶ SANDAG Climate Change Solutions – Climate Resilience Opportunities (Senior Advisor)
- ▶ San Diego Unified Port District Climate Action Study (Project Manager)
- ▶ City of San Marcos CEQA Compliance and Public Engagement for Climate Action Plan (Project Manager)
- ▶ Ventura County Program EIR for the 2040 General Plan (Project Manager)
- ▶ Ventura County EIR Addendum for the 2021–2029 Housing Element (Project Manager)
- ▶ San Diego County General Plan – Environmental Justice Element, Safety Element Update (CEQA Project Manager)
- ▶ SANDAG Greenhouse Gas Emissions Analysis for 2021 Regional Plan EIR (Project Manager)





Dimitri Antoniou, AICP

SENIOR NOISE SPECIALIST

YEARS OF EXPERIENCE

13

EDUCATION

MS, City and Regional Planning,
California Polytechnic State University,
San Luis Obispo, 2010

BS, Environmental Management and
Protection, California Polytechnic State
University, San Luis Obispo, 2008

CERTIFICATIONS

American Institute of Certified Planners
(No. 02817)

TRAINING

Lakes Environmental AERMOD Air
Dispersion Modeling Course

GIS Mapping and Disaster Planning
Contractor: Cal Fire San Luis Obispo

SOFTWARE CAPABILITIES

ArcGIS, CalEEMod, AERMOD, HARP,
Google Earth, Microsoft Office Suite,
Adobe Design Suite

PROFESSIONAL AFFILIATIONS

American Planning Association
California (APACA), AICP (2014–present)

PUBLICATIONS

Antoniou, Dimitri Theodore. (2010).
Background Report for the Water
Conservation Handbook. MS of City and
Regional Planning. California Polytechnic
University, San Luis Obispo.

FOREIGN LANGUAGE

Greek

REPRESENTATIVE PROFESSIONAL PRESENTATIONS

September 2017. "Community Risk
Reduction Strategy: A Hayward Case
Study," Session Speaker, Sacramento
Valley Section APACA Speaker Series,
Sacramento

Dimitri is a senior noise specialist with experience in technical noise propagation and estimation calculations, noise monitoring, peer review of acoustical studies, and preparation of environmental noise analyses for the purposes of satisfying NEPA and CEQA documentation. He is proficient in the use of multiple noise prediction models (e.g., Traffic Noise Model [TNM]) and in conducting analyses consistent with relevant regulatory agency guidelines (e.g., Federal Transit Administration, Federal Highway Administration, Caltrans). His noise work includes conducting traffic noise, stationary noise, and community wide noise modeling for a variety of projects such as citywide general plan updates and project-level analysis for the development of power generation facilities, heliports, wastewater treatment plants, housing projects, and community-wide plans.

PROJECT EXPERIENCE

- ▶ City of Rancho Cucamonga General Plan Update, Climate Action Plan, EIR Technical Studies (Senior Noise Analyst)
- ▶ City of Hayward General Plan Update: Noise Element, Air Quality Element, CAP, and EIR (Noise, Air Quality, and Climate Change Analyst)
- ▶ City of Sunnyvale General Plan Update: Noise Element, Air Quality Element, Environmental Justice Element, and Noise Ordinance (Project Manager/Senior Air Quality and Noise Specialist)
- ▶ Metropolitan Transportation Commission Plan Bay Area 2050: Regional Transportation Plan/Sustainable Communities Strategy EIR (Senior Noise Analyst)
- ▶ Metropolitan Transportation Commission Update of Plan Bay Area 2040: The Regional Transportation Plan/Sustainable Communities Strategy EIR (Senior Noise Analyst)
- ▶ Tahoe Metropolitan Planning Organization Regional Transportation Plan and Sustainable Communities Strategy EIR/EIS
- ▶ Town of Truckee 2040 General Plan Update and Downtown Specific Plan Update and EIR
- ▶ City of San Luis Obispo General Plan Update and EIR (Noise Analyst)
- ▶ City of Sacramento 2035 General Plan Update Master EIR (Noise Analyst)

ASCENT



Adam Qian

PLANNER

YEARS OF EXPERIENCE

10

EDUCATION

MS, Environmental Science and Management, University of California, Santa Barbara, 2017

BA, Management of Public Administration, Renmin University of China, 2015

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

LANGUAGES

Mandarin Chinese

SOFTWARE CAPABILITIES

ArcGIS

WORKSHOPS/TRAINING

Hazard Mitigation Planning Training, FEMA (2022)

CEQA and NEPA Workshops, AEP (2021)

Adam is an accomplished planning professional with over a decade of experience spanning various facets of the environmental sciences, hazard mitigation and climate adaptation planning, conservation planning, geographic information systems (GIS), and spatial analysis. He has prepared numerous hazard mitigation plans, safety elements, climate change vulnerability assessments, and climate adaptation plans. With 5 years of project management experience, Adam has successfully overseen complex environmental and hazard mitigation projects, demonstrating his leadership and organizational skills. He also has technical proficiency in data organization and analysis, GIS management, and spatial mapping and analysis, allowing him to collect, analyze, and visualize critical environmental data.

PROJECT EXPERIENCE

- County of Napa County Regional Climate Action and Adaptation Plan (Climate Adaptation Planner)
- Monterey County Climate Action and Adaptation Plan (Assistant Project Manager and Climate Adaptation Planner)
- Fire-Adapted Communities Road and Dashboard Project (Planner)
- City of Oceanside Climate Action Plan (Climate Adaptation Planner)
- City of Irvine Climate Action and Adaptation Plan (Climate Adaptation Planner)
- El Dorado County General Plan Safety Element Update and Climate Vulnerability Assessment (Planner/GIS Specialist)
- Kings County Multi-Jurisdictional Hazard Mitigation Plan (Planner/GIS Specialist)
- Calaveras County Water District Local Hazard Mitigation Plan (Planner/GIS Specialist)
- Stanislaus County Multi-Jurisdictional Hazard Mitigation Plan (Planner/GIS Specialist)
- City of South Lake Tahoe Local Hazard Mitigation Plan (Planner)
- City of Sebastopol Local Hazard Mitigation Plan (Planner)
- City of Petaluma Annual Local Hazard Mitigation Plan Review (Planner)
- State of New Mexico Hazard Mitigation Plan (Planner)
- State of Montana Regional Hazard Mitigation Plan (Planner)
- State of Wyoming Regional Hazard Mitigation Plan (Planner)
- State of Utah Enhanced State Hazard Mitigation Plan (Planner)





Heidi Werner
Senior Director

Heidi Werner manages the building codes practice in Energy Solution's Policy and Ratings department, which supports updates to building codes on the national, state, and local levels. She currently coordinates the California Statewide Utility Codes and Standards Team's advocacy activities for the California building code, managing seven utility clients, and overseeing 18 consulting firms. Since 2009, when she started working on California's building code, Heidi has managed the execution of over 25 public stakeholder meetings and has contributed to the successful adoption of 54 unique code changes. Previously, Heidi evaluated technical and economic feasibility and advocated for the adoption of nonresidential solar-ready requirements for California's building code and water efficiency requirements for toilets, urinals, faucets, and showerheads for California's building code and appliance standards.

Professional Experience

Energy Solutions 2009 – Present	Senior Director <ul style="list-style-type: none">Manages Policy and Rating team that provides technical, economic, and political analysis to help inform the California Energy Commission's Building Energy Efficiency Standards (Title 24).Developed proposals to revise California's Appliance Efficiency Standards (Title 20) for toilets, urinals, faucets, and showerheads; advocated for similar proposals for California's Green Building Standards (CALGreen).Evaluated technical and economic feasibility of establishing solar-ready requirements for nonresidential buildings in Title 24.Co-authored study that explored codes and standards opportunities to increase participation in demand response events.Led workforce development and training initiatives for HVAC and lighting installation contractors.
HDR Engineering 2008 – 2009	Energy and Climate Consultant <ul style="list-style-type: none">Authored the City of Hayward's Climate Action Plan, which identifies over 50 locally-appropriate actions the City can deploy to reduce emissions from the energy, transportation, and solid waste sectors.Performed solar photovoltaic (PV) site assessments at 10 privately-owned commercial and multifamily buildings in support of the City's goal of installing 5MW of PV.
Clinton Climate Initiative (CCI) 2008	Contractor, Energy Efficiency Building Retrofit Program <ul style="list-style-type: none">Conducted market research of ownership, occupancy, and energy usage in commercial buildings and developed materials that were used to guide CCI city directors in their efforts to retrofit commercial buildings.
Rocky Mountain Institute (RMI) 2006 – 2007	Fellow for RMI Move <ul style="list-style-type: none">Co-led consulting project with a top-five automobile manufacturer to demonstrate "lightweighting" vehicles is a cost-effective method to improve fuel economy.

Education

Tufts University
Bachelor of Science, Environmental Engineering, 2006.



Christopher Uraine

Senior Manager

Mr. Uraine is a Senior Manager working in the Codes and Standards area and currently overseeing embodied carbon reductions by pursuing codifying embodied carbon requirements. Mr. Uraine is currently the technical lead for Energy Solutions' Title 24 nonresidential team which is responsible for proposing updates for the 2025 Title 24, Part 6 code cycle by developing technical reports that span all building components such as envelope, lighting, and more. Mr. Uraine has also led and provided technical and policy analysis during previous Title 24 code cycles, local municipal reach codes, national model codes, federal appliance standards and test procedures, and as an integral core team member for several Title 20 CASE Reports.

Professional Experience

Energy Solutions 2015 – Present	<ul style="list-style-type: none">• Managing embodied carbon codes and standards effort by identifying opportunities within local, state, and national regulations, and developing code change proposals.• Technical lead for 2025 Title 24 nonresidential team, project manager for the 2022 Title 24 nonresidential team, and project manager for 2019 lighting team, including overseeing the development of over 20 CASE Reports and co-authoring six of them, managing more than 20 subcontractors, and ensuring all deliverables are completed.• Technical lead for national model codes effort, which includes contributing to and overseeing the development analysis and support• Core member of the Title 24 coordination team which ensures efforts by Statewide CASE Team (four investor-owned utilities, several municipal utilities, and their contractors) align with the California Energy Commission's Title 24 update process.
MinVayu 2014	Wind Energy Intern <ul style="list-style-type: none">• Researched wind energy applications for rural farmers through site visits, interviews, and economic analysis.• Constructed, tested, and erected wind turbines in communities to bring reliable power to those in need, as well as constructed a test bench for quality control on generators and turbines.
Burbank Water and Power 2012 – 2013	Conservation Program Manager <ul style="list-style-type: none">• Managed electric vehicle charger rebate and water waste programs, designed a gray water reuse program, and managed program detecting water leaks in residences and businesses which resulted in over 2 million gallons of water saved.• Managed the social media efforts and developed flyers, videos, and other conservation program marketing/outreach materials.
Anaheim Public Utilities 2010 – 2012	Business and Community Intern <ul style="list-style-type: none">• Worked as a liaison to small businesses by performing energy audits, bill analysis, and provided recommendations on conservation programs.• Contributed to Anaheim's Water Use Efficiency Plan and created a survey and analyzed the results to develop future residential efficiency programs.

Education

Bren School of Environmental Science and Management, University of California, Santa Barbara
Master of Environmental Science and Management, 2015.

California State University, Fullerton
Bachelor of Arts in Anthropology, 2009 – *Dean's List*

Current Billable Rates

ENGINEERING COMPANY

Hourly Rates – California Offices

March 1, 2024 – August 30, 2024

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Principal Consultant (Special Projects)	\$300.00	Principal Stormwater Project Manager	\$ 200.00
Principal	290.00	Associate Stormwater Project Manager	185.00
Associate Principal	270.00	Assistant Stormwater Project Manager	165.00
Associate/Manager	250.00	Principal Stormwater Specialist	145.00
Expert Witness	450.00	Associate Stormwater Specialist	135.00
Court Appearance per half day or part	1,800.00	Assistant Stormwater Specialist	120.00
Senior Project Manager/Engineering Manager	\$ 245.00	GIS Manager	\$200.00
Principal Project Engineer/Manager	230.00	GIS Asset Manager	195.00
Associate Project Engineer/Manager	205.00	GIS Programmer	170.00
Assistant Project Engineer/Manager	190.00	Principal GIS Project Manager	190.00
Principal Engineering Designer	170.00	Associate GIS Project Manager	175.00
Associate Engineering Designer	150.00	Assistant GIS Project Manager	160.00
Assistant Engineering Designer	135.00	Principal GIS Analyst	150.00
Principal Engineering Drafter	130.00	Associate GIS Analyst	140.00
Associate Engineering Drafter	120.00	Assistant GIS Analyst	125.00
Assistant Engineering Drafter	110.00	Graphics Designer	145.00
Senior Technical Manager	195.00	CAD Manager	180.00
Senior Transportation/Traffic Engineer	\$ 240.00	Field Supervisor	\$ 220.00
Principal Transportation/Traffic Engineer	230.00	One-person Survey Party	180.00
Associate Transportation/Traffic Engineer	205.00	One-person Survey Party with Robotics	230.00
Assistant Transportation/Traffic Engineer	190.00	Two-person Survey Party	280.00
Principal Transportation/Traffic Designer	170.00	Three-person Survey Party	380.00
Associate Transportation/Traffic Designer	150.00	3D Laser Scanning Crew (One-Person)	\$ 210.00
Assistant Transportation/Traffic Designer	135.00	3D Laser Scanning Crew (Two Person)	310.00
Principal Planner II	\$ 220.00	Principal 3D Laser Scanning Project Manager	\$ 200.00
Principal Planner I	205.00	Associate 3D Laser Scanning Project Manager	175.00
Senior Planner II	190.00	Assistant 3D Laser Scanning Project Manager	165.00
Senior Planner I	180.00	Principal 3D Laser Scanning Specialist	145.00
Associate Planner	160.00	Associate 3D Laser Scanning Specialist	135.00
Assistant Planner	140.00	Assistant 3D Laser Scanning Specialist	125.00
Planning Technician	120.00	Principal 3D Laser Scanning Technician	115.00
Principal Project Landscape Architect/Manager	\$ 205.00	Associate 3D Laser Scanning Technician	105.00
Associate Project Landscape Architect/Manager	185.00	Assistant 3D Laser Scanning Technician	95.00
Assistant Project Landscape Architect/Manager	165.00	Photogrammetry Supervisor	\$185.00
Principal Landscape/Urban Designer	140.00	Principal Photogrammetrist	160.00
Associate Landscape/Urban Designer	130.00	Associate Photogrammetrist	130.00
Assistant Landscape/Urban Designer	115.00	Assistant Photogrammetrist	120.00
Director of Environmental Planning Services	\$ 245.00	Principal Survey Analyst	\$195.00
Principal Environmental Project Manager	210.00	Associate Survey Analyst	160.00
Associate Environmental Project Manager	195.00	Assistant Survey Analyst	130.00
Assistant Environmental Project Manager	180.00	Associate Project Administrator	\$ 100.00
Principal Environmental Planner/Analyst	165.00	Assistant Project Administrator	80.00
Associate Environmental Planner/Analyst	145.00	Administrative Assistant/Manager	85.00
Assistant Environmental Planner/Analyst	125.00		
Environmental Technician	110.00		
Principal Water Resources Engineer/Manager	\$ 235.00		
Principal Water Resources Designer	170.00		
Associate Water Resources Designer	150.00		
Assistant Water Resources Designer	135.00		

City of Murrieta - GENERAL PLAN CLEANUP
June 19, 2024

Subconsultants Reimbursable Expenses	\$ 24,400	\$ 9,000	\$ 33,400
RICK Reimbursable Expenses			\$3,800
REIMBURSABLE EXPENSES			\$37,200
2.5.1 Update Existing and Future Noise Levels (Optional Task)	\$ 25,600		\$25,600
GRAND TOTAL			\$803,404

Evidence of Insurance

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

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

PRODUCER Cavignac 451 A Street, Suite 1800 San Diego CA 92101		CONTACT NAME: Certificate Department	
		PHONE (A/C, No, Ext): 619-744-0574	FAX (A/C, No): 619-234-8601
		E-MAIL ADDRESS: certificates@cavignac.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United States Aircraft Insurance Group - USAIG	
		INSURER B: Valley Forge Insurance Company	
		INSURER C: Continental Casualty Co.	
		INSURER D: Continental Insurance Company	
		INSURER E: Amer Cas. Co of Reading, PA	
		INSURER F: XL Specialty Company	
INSURED Rick Engineering Company 5620 Friars Road San Diego, CA 92110		NAIC # 20508 20443 35289 20427 37885	

COVERAGES

CERTIFICATE NUMBER: 1810471716

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Separation of In GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6076046485	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 0
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6076046499	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6076046504	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 6 76046521	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A F	Drone Liability Professional Liability			SIHL1 M956 DPR5016700	1/1/2023 8/15/2023	1/1/2024 8/15/2024	Limit Each Claim Aggregate \$2,000,000 \$5,000,000 \$10,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Specimen Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





RICK Planning + Design
Brooke Peterson, AICP,
Principal Director of Planning + Design

5260 Friars Road
San Diego, CA 92110
o. 619.291.0707
d. 619.688.1471

bpeterson@rickengineering.com
www.rickengineering.com

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1. In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform Services as set forth in Exhibit A.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

Complete Project Outreach by or before December 2024

Draft and Final General Plan by or before March 2025

- III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.**

EXHIBIT E

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.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

5. Cyber: Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be

limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors & Omissions

(Only if vendor is providing a technology service (data storage, website designers, etc.,) or product (software providers))

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance

and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT F
FEDERAL REQUIREMENTS
(Only applicable if required on cover page of agreement)