

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16th day of May, 2023, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Moore Iacofano Goltsman, Inc. dba MIG, Inc., whose address is 1650 Spruce Street, #106, Riverside, CA 92507 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide professional services for On-Call Planning and Environmental Services; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) year(s) unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: On-Call Planning and Environmental Services per Exhibit “A”. Services are to be performed on a non-exclusive, indefinite quantity basis, as requested by City. City shall have no obligation to secure any specified amount of Services from CONTRACTOR. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Pamela Steele as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CITY shall pay CONTRACTOR for services performed in accordance with compensation rates set forth in Exhibit A, Proposal. CONTRACTOR shall not increase any rate without the prior written consent of the CITY.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms that purport to bind the CITY other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work

hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall

comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be

suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR’S proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement.

Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed,

compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and

during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BEAUMONT

By: _____


Julio Martinez, III
Mayor

CONTRACTOR:

MIG, INC.

By: _____

Print Name: _____

Title: _____



DANIEL S. HARTZEL
CEO/PRESIDENT
5/30/23

EXHIBIT "A"
PROPOSAL

CITY OF BEAUMONT

On-Call Planning and Environmental Services

Proposal | March 16, 2023



1650 Spruce Street, #106 | Riverside, CA 92507
(951) 787-9222 | www.migcom.com

In association with: Fehr & Peers



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 Riverside, CA 92507
 (951) 787-9222
www.migcom.com

March 16, 2023

City of Beaumont
 c/o Grace Wichert
 550 E. 6th Street
 Beaumont, CA 92223

Subject: Proposal for On-Call Environmental Planning Services for the City of Beaumont

CALIFORNIA
 BERKELEY, FULLERTON,
 LOS ANGELES, PASADENA,
 RIVERSIDE, SACRAMENTO,
 SAN DIEGO, SAN JOSE,
 AND SONOMA

COLORADO
 DENVER

NEW YORK
 BROOKLYN

OREGON
 PORTLAND

TEXAS
 SAN ANTONIO

WASHINGTON
 SEATTLE

Dear Ms. Wichert and Selection Committee Members:

MIG, Inc., is pleased to submit our proposal and qualifications to the City of Beaumont (City) to provide on-call California Environmental Quality Act (CEQA) compliance services. MIG has a 40-year track record of working interactively with our public and private clients, becoming an extension of their staff.

Our environmental team has prepared and reviewed hundreds of CEQA documents and associated technical studies. MIG offers a full range of environmental services that are provided by seasoned CEQA practitioners and technical subject matter experts. Our highly capable environmental professionals and subconsultants have analyzed all manner of environmental projects throughout California and the County of Riverside. Our environmental staff also performs mitigation monitoring, field monitoring, and related services.

From our local office in Riverside, our environmental staff are accessible and can quickly respond to the consulting needs of the City. Director of Environmental Services Bob Prasse has extensive experience with all types of environmental projects, including industrial parks and warehouses, large-scale mixed-use developments, General Plans, Specific Plans, “big box” commercial centers, and transit-oriented development along the Metro Gold Line. He also has considerable experience in providing third-party peer review services for environmental documents.

Our proposal has been organized in accordance with the requirements of the Request for Proposal (RFP). We look forward to helping the City of Beaumont ensure that the environmental impacts of projects are thoroughly and cost-effectively addressed in a manner tailored specifically to the City’s vision and standards.

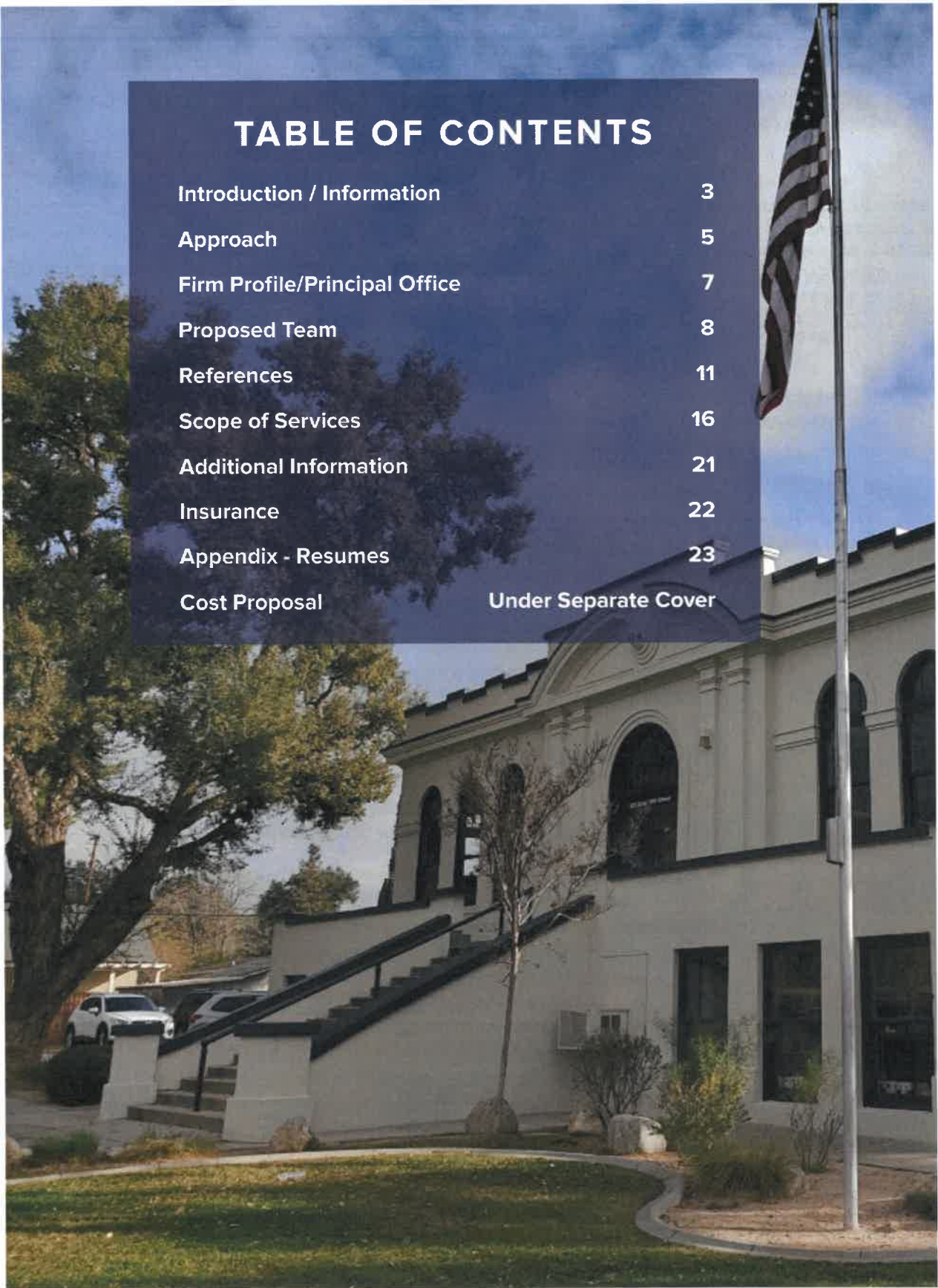
As Principal-in-Charge, I am authorized to represent MIG, negotiate on its behalf, and bind MIG to all commitments made in our proposal. If you have any questions, please feel free to contact Bob Prasse or me at 951-787-9222, or email us at bprasse@migcom.com or pams@migcom.com.

Sincerely,

Pamela Steele
 Principal-in-Charge, MIG, Inc.

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Introduction / Information

Statement of Understanding

MIG understands the City of Beaumont is seeking a qualified consultant to provide on-call environmental planning services to support City staff in relation to CEQA, including preparation of an array of environmental documents, assistance with the consultation process, and coordination with City staff during the CEQA public review process. We understand the City has expanded substantially over the last several years, and that future development projects will require the preparation of CEQA documents.

Our approach focuses on practical problem-solving, recognizing that while CEQA documents largely serve a public disclosure purpose, they can also work to make projects better and improve environmental conditions. MIG achieves the objectives of its on-call environmental services work by adhering to the following three principles:

- » First, the methodology and content are consistent with the most current CEQA statutes, guidelines, and case law;
- » Second, mitigation recommendations are realistic and feasible; and
- » Third, findings are effectively presented through clear and concise writing, informative graphic design, and skillful oral presentation.

These principles result in legally sound CEQA documents that fully and clearly inform the public, decision-makers, and interested agencies.

Firm Overview

MIG is a multidisciplinary firm that provides environmental, planning, design, management, communications, and technology services to public and private agencies throughout California and the United States. We develop innovative planning and design solutions through a highly interactive and participatory process. We specialize in CEQA compliance, environmental and ecological planning, community design, landscape architecture, park and recreation planning, urban planning, and entitlement. MIG has successfully assisted public and private agencies with their environmental needs, engaging communities, stakeholders, and decision-makers in planning, policy, and design projects. We offer a full range of planning and environmental services and assist in creating innovative environments that:

- » Promote environmental stewardship and sustainability;
- » Honor the community's history and natural environment;
- » Contribute to neighborhood and community identity;
- » Foster a sense of place;
- » Promote public safety;
- » Facilitate intergenerational recreation opportunities;
- » Meet maintenance and program needs; and
- » Support revenue-generating goals.

Our work is characterized by a dedication to quality; a flexible approach; compliance with City, State, and Federal requirements; creativity in planning and design; and a commitment to completing projects on time and within budget. Since its founding in 1982, MIG has grown to be a strong team of over 260 employees.

The diversity of our staff bridges technical expertise and values and facilitates the exchange of information between all parties engaged in the planning and design process. Staff backgrounds include environmental analysis, urban and regional planning, landscape architecture, public participation, communications, graphic design, and public policy.

AREAS OF EXPERTISE

- » Contract Planning (On-site and On-call)
- » Environmental Services (CEQA/NEPA)
- » Technical Services Including Air Quality and Climate Change Analysis, Energy Analysis, Health Risk Assessments, Biological Resources Analysis, Acoustical and Vibration Analysis, Phase I Environmental Site Assessments (for hazmat), and Visual Impact Assessments
- » Landscape Architecture & Ecological Design
- » Land Planning
- » General Plans/Development Codes/Specific Plans
- » Urban Planning & Design
- » Geographic Information Systems
- » Graphics/Visual Simulations and Analyses
- » Entitlement Processing
- » Contract Planning (On-Site and On-Call)

Primary Contacts:

Pamela Steele, Principal
Riverside Office
1650 Spruce Street, #106
Riverside, CA 92507
951-787-9222, ext. 8360
pams@migcom.com

Bob Prasse, Director of Environmental Services/Primary Liaison
Riverside Office
1650 Spruce Street, #106
Riverside, CA 92507
951-787-9222, ext. 8020
bprasse@migcom.com

SUBCONSULTANT

Fehr & Peers – Traffic

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.

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.

As the firm grows, a steadfast commitment to inclusive, local, and long-term community relationships remains central to its core philosophy. Many of the company's client relationships are decades long, built on years of listening, understanding, collaboration, and successful outcomes. Clients of Fehr & Peers have appreciated the firm's long-term commitments to local communities, trusting the team as their objective partner in transportation since 1985. Together with the firm's clients, Fehr & Peers is motivated by shared success, inclusive partnerships, and the positive impact the company's work has on the communities it serves.

Fehr and Peers has worked with Beaumont for years, supporting their General Plan Circulation Element Update and EIR, and most recently utilizing RIVCOM to provide grant metrics, including VMT, in support of the Protrero Boulevard Interchange.

Approach

Project Approach

MIG has successfully initiated, organized, and managed a diverse array of planning and environmental projects in Riverside County, as well as many CEQA and NEPA documents for Southern California cities and jurisdictions throughout the entire state. Our staff has a long and successful record working on complex planning and environmental projects, including tasks through on-call contracts and third-party peer review of all types of environmental documents. We understand the unique project and staffing needs required of on-call contracts, necessitating proactive management, quickly formulating project teams, and aligning expectations between the client and the consultant.

Our experienced staff is capable of acting as an extension of the Beaumont Planning Department. We can coordinate project and CEQA review, including the applicable noticing and submittal requirements for public disclosure and processes through the State Clearinghouse and/or County. Our staff is also experienced in making presentations to Commissions, City Councils, and community groups. Finally, our staff has experience assisting with the SB 18 and AB 52 Native American consultation process. As a multidisciplinary firm, our array of services benefits clients; we can seamlessly integrate our areas of expertise to support the specific characteristics and unique environmental challenges of each project.

Meeting On-Call Project Needs

MIG utilizes integrated project management and accounting software to ensure that our projects are completed on time and within budget. We will work with City staff to expedite the process of acquiring and managing new assignments, thus ensuring project delivery, quality control, and quality assurance, as well as full capability and flexibility to provide the appropriate services when needed.

Staff Availability

With over 260 people on staff, MIG is able to advance multiple assignments simultaneously. We have the personnel and resources to accommodate new projects and to respond to unexpected assignments. Our project teams are assembled based on staff expertise and capacity. The MIG staff assigned to any project that may come from this on-call will be committed for the duration of the project and their current workload will not impact their availability to successfully complete the assignment. All our projects and staff capacity are monitored and scheduled in coordination with existing project workloads. Weekly in-house firm-wide Management Team meetings ensure a high level of communication among project leaders and the efficient allocation of personnel and other firm resources. Additional meetings are held with internal staff that frequently work together on projects, in particular, our planning, design, and environmental planning groups work closely to ensure optimal allocation of staff to projects.





Quality Assurance/Quality Control

The Quality Assurance/Quality Control (QA/QC) process begins with the preparation of the scope of services and staff assignments. The MIG project manager will closely match staff skills and experience with each project assignment. Once the City signs off on the project description, scope of work, content, and format of required technical studies, the project manager will then have an internal kick-off meeting to review the project assignments. At this point, all staff will be provided clear guidance on deliverables, and senior subject matter experts are assigned to review these deliverables prior to finalizing them and sending them to the City. MIG's project manager will oversee all work products. The project manager will regularly keep the City and the applicant updated on the project's progress. If potential issues start to develop, the project manager will identify such issues to the City and the applicant, and recommend a corrective course of action before such issues become problems. Following these QA/QC procedures ensures that projects remain on schedule and on budget, and that City expectations are met. The project manager will ensure QA/QC procedures are followed and, as Principal-In-Charge, Pamela Steele is ultimately responsible for oversight of these procedures across all projects.

Budget and Schedule

Proactive project management and client service are paramount to our success. Our strategies for successful budget and schedule control include: communication, advance planning, and early establishment (and communication) of agreed-upon scope, budgets, milestones, and deadlines for each task. This also takes into consideration report and review cycles required by the City and various other agencies and stakeholders. MIG's project managers carefully monitor project costs and schedule on a regular basis to meet the agreed-upon budget and milestone deliverable due dates. In addition, MIG does not overcommit our staff and will maintain City projects as a high priority for designated staff. Our streamlined project team will include only essential staff in project execution. Maintaining a streamlined project team helps facilitate smoother project management, simplify communications with clients and key stakeholders, and control costs. We will create an integrated working relationship with the City and will provide you and the applicant with: status updates regarding schedule and budget, monthly progress reports, and regular informal communication. We are proactive with our clients in communicating project status, issues to be resolved, the need for meetings, and project updates and news.

Firm Profile

About MIG

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- » Communities can plan their own futures.
- » The world needs an ecological perspective.
- » Great projects work for everyone.
- » Elegant design inspires new thinking.
- » Every project presents an opportunity to advance racial and social equity.
- » All work must be context driven.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

For more than 40 years, MIG has served public and private clients of every size and jurisdiction—from single property owners to city, county, and state governments to regulatory agencies and developers—as a full-service planning and environmental consulting firm. Our dedicated staff has the experience to guide clients in environmental regulatory compliance, restoration design and implementation, technical studies, and

climate action plans. As a complement to our planning, design, and development services, we bring critical information into the process, and ultimately into key decisions impacting feasibility, livability, and successful project implementation. The breadth of our expertise is unparalleled in state and federal environmental analysis (CEQA, NEPA), technical studies (air quality, biology, greenhouse gases, noise), and peer review.

With our extensive background and knowledge, we can prepare legally defensible environmental documents, legally defensible environmental documents and permit applications, and industry-standard technical studies for multiple project types and permit situations, including infrastructure, residential, commercial, institutional, industrial, recreation, and mixed-use developments; as well as policy initiatives such as specific and general plans, and open space and habitat conservation plans. Our approach is based on a thorough understanding of guiding regulations; efficiency and accuracy in data gathering and analysis; and creativity and innovation in problem-solving and mitigation.

Number of Professional Personnel:
260

Years in Business:
41

Type of Business Entity:
CA Corporation

Principal Office:
1650 Spruce Street, #106
Riverside, CA 92507

Additional Office Locations:
Berkeley (headquarters), Fullerton,
Pasadena, Los Angeles, San Diego,
San Jose, Sacramento, Denver,
San Antonio, Portland, Seattle

Proposed Team

The members of the MIG Team were selected based on their specialized capabilities and interest in working on the variety of projects that might be required by the City of Beaumont. This team provides a depth of knowledge and unique insights to help develop specific processes and products for each assignment. For tasks under this contract, our staff will be focused, continuously involved, and supplemented by the strategic addition of specialized staff at the appropriate time, if the need arises.

Principal-in-Charge Pamela Steele will be responsible for ensuring that your project goals are achieved and that we provide high-quality deliverables and superior client service.

Experienced **Project Manager / Director of Environmental Services Bob Prasse** can direct any environmental services project and brings significant experience and knowledge in environmental planning.

Bob has managed many successful complex multidisciplinary projects that involved a variety of in-house staff and subconsultants, as well as multiple review agencies. He will bring this wealth of experience and knowledge to any project we may be awarded under this on-call contract and will serve as the primary point of contact with the City's project manager.

Our team includes task order managers who regularly manage teams in preparing and/or reviewing CEQA/NEPA documents and associated technical studies. MIG's technical experts provide the full range of qualifications and experience to provide supporting studies and documentation. Further, MIG's firmwide resources are available to the project team, so that expertise in a variety of related fields are just a call or an e-mail away.

Resumes for all proposed personnel, including their background, education, and relevant project experience are provided in the appendix.

TEAM QUALIFICATIONS

NAME / ROLE	CREDENTIALS	RELEVANT EXPERIENCE
Pam Steele <i>Principal-in-Charge</i> MIG	<ul style="list-style-type: none"> » University of California, Riverside » Brigham Young University, Utah » 30 years of experience offering a full range of planning, environmental, and development consulting services to public agencies and private-sector clients 	<ul style="list-style-type: none"> » City of Cypress Assistant Planning Director » City of Canyon Lake Planning Director » City of Murrieta Planning Staff » City of Diamond Bar Consultant Staff » City of Yucaipa Planning Staff
Bob Prasse <i>Project Manager / Director of Environmental Services</i> MIG	<ul style="list-style-type: none"> » MURP, University of Southern California » BA, Public Affairs (Urban Planning), University of Southern California 	<ul style="list-style-type: none"> » Duke Realty, Alabama/Palmetto Warehouse EIR, San Bernardino County, CA » City of Garden Grove Focused General Plan Update (GPU) EIR, Garden Grove, CA » City of Whittier GPU EIR, Whittier, CA

NAME / ROLE	CREDENTIALS	RELEVANT EXPERIENCE
Cameron Hile <i>Senior Analyst</i> MIG	<ul style="list-style-type: none"> » MS, Urban and Regional Planning, California State Polytechnic University, Pomona, CA » MA, Political Science, Colorado State University, Fort Collins, CO » BA, Political Science, San Diego State University, San Diego, CA 	<ul style="list-style-type: none"> » Duke Realty Alabama/Palmetto Warehouse EIR, San Bernardino County, CA » Whittier General Plan Update EIR, Whittier, CA » Costco Expansion Addendum, Chino Hills, CA » San Gabriel Valley Water Company Plant M4 IS/MND, Montebello, CA » Covina Town Center Specific Plan EIR, Covina, CA
Kent Norton, AICP, REPA <i>Senior Project Manager</i> MIG	<ul style="list-style-type: none"> » MS, Environmental Studies, California State University, Fullerton » BA, Biology, California State University, Fullerton » American Institute of Certified Planners (AICP) » Registered Environmental Property Assessor (REPA) 	<ul style="list-style-type: none"> » Starpointe 6th Street Warehouse MND, San Bernardino County, CA » Memorial Park Master Plan MND, Upland, CA » Whittier General Plan Update EIR, Whittier, CA » Hemet Modular Home Factory MND, Hemet, CA
Chris Dugan <i>Director of Air Quality and Noise Services</i> MIG	<ul style="list-style-type: none"> » BS, Natural Resource Management Cook College, Rutgers University, New Jersey 	<ul style="list-style-type: none"> » Veterans Home of California, Yountville Skilled Nursing Facility EIR/EA, Yountville, CA » San Mateo County Government Center, Campus Development Project EIR, San Mateo County, CA
Phil Gleason <i>Senior Analyst, Air Quality and Noise Services</i> MIG	<ul style="list-style-type: none"> » BS, Atmospheric Science, University of California, Davis, CA 	<ul style="list-style-type: none"> » Smoky Hollow Specific Plan EIR, El Segundo, CA » Crowe Vincent Ave CEQA Analysis, Azusa, CA » Tustin Downtown Commercial Core Plan Environmental Studies, Tustin, CA
Kasey Kitowski <i>Air Quality and Noise Analyst</i> MIG	<ul style="list-style-type: none"> » BS, Environmental Policy Analysis and Planning from University of California, Davis 	<ul style="list-style-type: none"> » Costco Expansion IS/MND, Addendum, City of Chino Hills, CA » West Hollywood Climate Action Plan Update and CEQA Review, West Hollywood, CA » Standard Works Project, El Segundo, CA

NAME / ROLE	CREDENTIALS	RELEVANT EXPERIENCE
Todd Easley <i>Director of Biology</i> MIG	<ul style="list-style-type: none"> » MS, Environmental Management, Griffith University, Australia » BA, Environmental Studies, Economics, University of California, Santa Cruz, CA » AA, Ventura College, Ventura, CA » Wetland Delineation Certification (Richard Chinn Environmental Training, Inc.; Certificate No. 6425) » Flat-tailed Horned Lizard (FTHL) Authorization (Title 14) 	<ul style="list-style-type: none"> » Natural Resource Services and Habitat Enhancement for the Department of Defense, Orange County, CA* » Rare Plant Inventory Surveys, Marine Corps Base Camp Pendleton, CA* » Marblehead Coastal Bluff Biological Surveys and Habitat Restoration, San Clemente, CA* <p><i>*Work completed prior to joining MIG</i></p>
Betty Kempton, PhD <i>Senior Biologist</i> MIG	<ul style="list-style-type: none"> » PhD, Botany, Claremont Graduate University, Claremont, CA » Certification, Geographic Information Systems (GIS), California State University, San Bernardino » BS, Biology, California State University, San Bernardino » Wetland Delineation Certification (Richard Chinn Environmental Training, Inc.; Certificate No. 6425) » Flat-tailed Horned Lizard (FTHL) Authorization (Title 14) 	<ul style="list-style-type: none"> » North Hills Jurisdictional Delineation, Brea, CA » Valley State Route 60/Moreno Beach Drive Interchange Project Phase 2 (Burrowing Owl Assessment, Natural Environmental Study, MSHCP CA and DBESP, Jurisdictional Delineation, and Water Permitting), Moreno Valley, CA* » Metropolitan Water District Mecca Road Emergency Repairs Project, Biological Monitoring, Mecca, Riverside County and Coachella Valley, CA* <p><i>*Work completed prior to joining MIG</i></p>
Jason Pack, TE <i>Principal Traffic Engineer</i> Fehr & Peers	<ul style="list-style-type: none"> » BS, Civil Engineering, University of California, Davis » Licensed Traffic Engineer, State of California (TR2402) 	<ul style="list-style-type: none"> » WRCOG VMT SB 743 Implementation Study, CA » SBCTA SB 743 Countywide VMT SB 743 Implementation Phase I, CA » SBCTA SB 743 Countywide VMT SB 743 Implementation Phase II (VMT mitigation bank/exchange program), CA
Paul Herrmann, TE <i>Senior Traffic Engineer</i> Fehr & Peers	<ul style="list-style-type: none"> » BS, Civil Engineering, California Polytechnic State University, Pomona, CA » Licensed Traffic Engineer, CA (TR2797) 	<ul style="list-style-type: none"> » Villages at Lakeview Traffic Impact Study, Riverside County, CA » Riverside Housing Element Traffic Impact Study, CA » Ontario Airport Cargo Facility EIR, Ontario, CA » Riverside County Arena TIA, Palm Desert, CA

References



4 WEST ELEVATION
1'-0" 3/4"



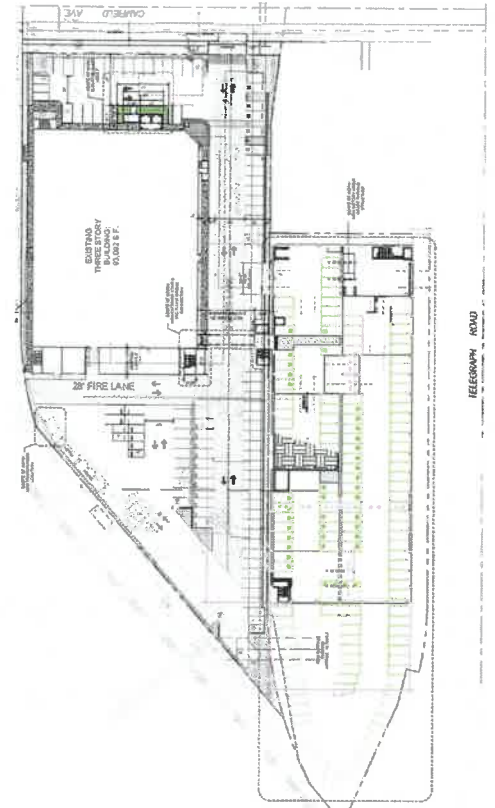
3 EAST ELEVATION
1'-0" 3/4"



2 SOUTH ELEVATION
1'-0" 3/4"



1 NORTH ELEVATION
1'-0" 3/4"



AltaMed Camfield-Telegraph Rehabilitation Project

MIG was contracted to complete an Initial Study and Mitigated Negative Declaration for rehabilitation of AltaMed’s corporate headquarters in the City of Commerce, California. The project included conversion of the upper two floors of an existing self-storage building located at 2035 Camfield Avenue into office space, construction of a five-story parking structure located at 5401 Telegraph Road, and construction of a pedestrian footbridge connecting the fourth level of the new parking structure with the third floor of the existing self-storage building. Construction of the parking structure required demolition of an existing light industrial building located at 5401 Telegraph Road. The first floor of the existing public storage building was previously renovated with offices, training rooms, a wellness center, and café uses as part of Phase 1 and Phase 1A of the site rehabilitation. This project represented Phase 2 of the overall rehabilitation of the site.

PROJECT DETAILS

Firm: MIG

Client: City of Commerce

Location: Commerce, CA

Reference: Sonia Griego,
Associate Planner
City of Commerce
2535 Commerce Way,
Commerce, California 90040
(323) 722-4805
soniag@ci.commerce.ca.us

Dates: 2017 - 2020



Menifee Villages Specific Plan Amendment EIR Addendum

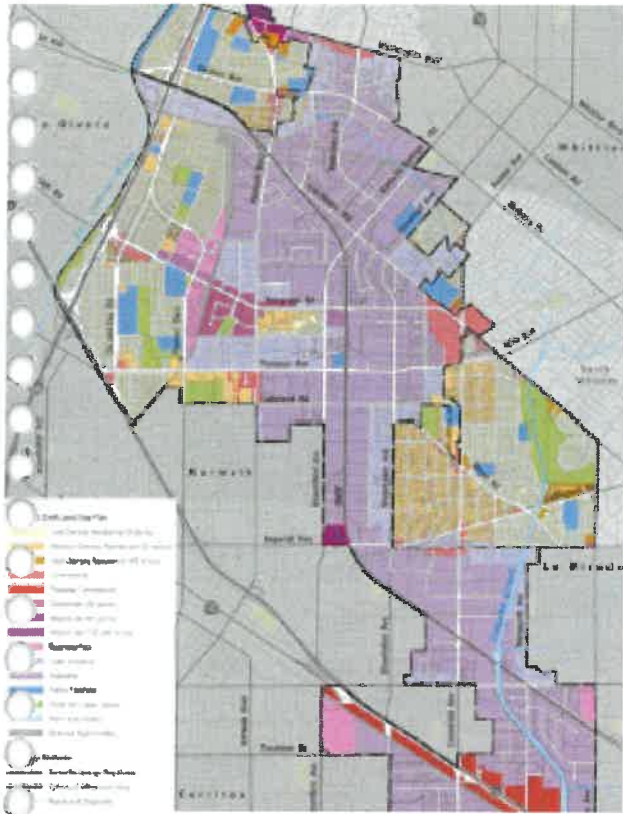
The project includes a Specific Plan Amendment to transfer dwelling units between Planning Areas, add a new Planning Area, reduce the amount of commercial development capacity, and make revisions to definition of density designations. Under the City of Menifee's on-call contract, MIG is in the process of preparing an EIR Addendum and peer-reviewing CEQA documents, specifically Western Riverside MSHCP Consistency Analyses and burrowing owl survey reports prepared by another biological consultant for the specific plan update. While peer-reviewing the reports prepared by the biological consultant, it was discovered that several vernal pools were undocumented in the report findings despite being visible in multiple photographs provided in the report. To confirm the findings in person, MIG's Biologist was asked to visit the site with the City and the developer to identify the vernal pools present at the site. The vernal pools constitute Riparian and Riverine resources per the Western Riverside MSHCP. After demonstrating to the City that sensitive resources were present, the City requested that MIG conduct protocol-level vernal pool surveys, perform a jurisdictional delineation, and prepare a Determination of Biologically Equivalent or Superior Preservation (DBESP). This portion of the project was completed within the scoped budget. A separate task order was issued to examine vernal pools present onsite after the peer review.

PROJECT DETAILS

Location: Menifee, CA

Reference: Orlando Hernandez
Planning Manager
City of Menifee
29844 Haun Road
Menifee, CA 92586
951-723-3737
ohernandez@cityofmenifee.us

Dates: 2022 (1st contract) and
2022-present (2nd contract)



Santa Fe Springs General Plan and Program EIR

MIG worked with the City of Santa Fe Springs to update its General Plan and prepare the Program EIR. The 2040 General Plan is a comprehensive revision to the General Plan adopted in 1993 and 1994. MIG was hired in early 2020 to completely overhaul the General Plan, including preparation of a new Environmental Justice Element. A major component of the project was updating the Housing Element for the 6th Cycle Regional Housing Needs Allocation of 950 housing units, which represents an 18.2% increase from the existing number of housing units. The 2040 planning horizon for the Planning Area, including the City's Sphere of Influence, is estimated to result in increases of approximately 4,572 dwellings and approximately 1,489,300 square feet of building space. An estimated increase of approximately 13,890 residents and 4,788 jobs is projected for the 2040 horizon year. Our work also included technical reports on air quality and greenhouse gas/energy, as well as a technical analysis of noise and vibration.

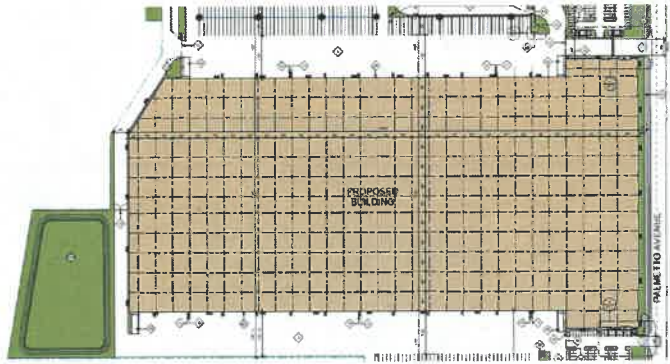
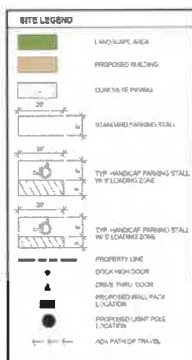
PROJECT DETAILS

Client: City of Santa Fe Springs

Location: Santa Fe Springs, CA

Reference: Wayne Morrell
 Director of Planning
 City of Santa Fe Springs
 Planning Department
 11710 Telegraph Rd,
 Santa Fe Springs, CA 90670
 562-868-0511, ext. 7362
 waynemorrell@santafesprings.org

Dates: Feb 2020 - Feb 2022



Duke Realty Warehouse Project EIR

MIG prepared an EIR for the development of the Duke Realty Warehouse Logistics Center, an approximately 1,192,671-square-foot, nonrefrigerated warehouse building on approximately 54.8 net acres of land. The building would have a maximum height of 50 feet and occupy a footprint area of 1,116,934 square feet. Onsite improvements would include approximately 293,739 square feet of landscaped area and approximately 974,669 square feet of Portland cement concrete paving for parking areas, loading areas, truck courts, and circulation drives. Implementation of the project would require several discretionary approvals by the County of San Bernardino (lead agency), including certification of the Final EIR, adoption of a Mitigation Monitoring and Reporting Program, Airport Land Use Commission approval, Site Plan Approval, approval of a Conditional Use Permit to allow the construction of the proposed warehouse building, and approval of a Tentative Parcel Map to consolidate four parcels into one large parcel.

MIG responsibilities for the project included third-party peer review of technical studies (air quality/greenhouse gases, biological resources, cultural resources, and geotechnical/soils studies) as well as preparation and processing of the EIR. Key issues for this project included historical resources (agricultural irrigation flumes), tribal cultural resources, biological resources (nesting migratory birds), air quality (VOC and NOx emissions), greenhouse gas emissions, paleontological resources, and cumulative traffic impacts (intersection Level of Service).

Through MIG's past experience providing project entitlement services for numerous warehouse, industrial, and commercial building projects in the surrounding area, we were able to utilize our knowledge of environmental issues and neighborhood concerns associated with the East Valley area of San Bernardino County, as well as our familiarity with the San Bernardino County development review process to successfully navigate the CEQA process and deliver the Duke Realty Warehouse Logistics Center EIR on time and within budget. MIG enjoyed its collaborative working relationship with the County development staff throughout the preparation and processing of this important EIR.

PROJECT DETAILS

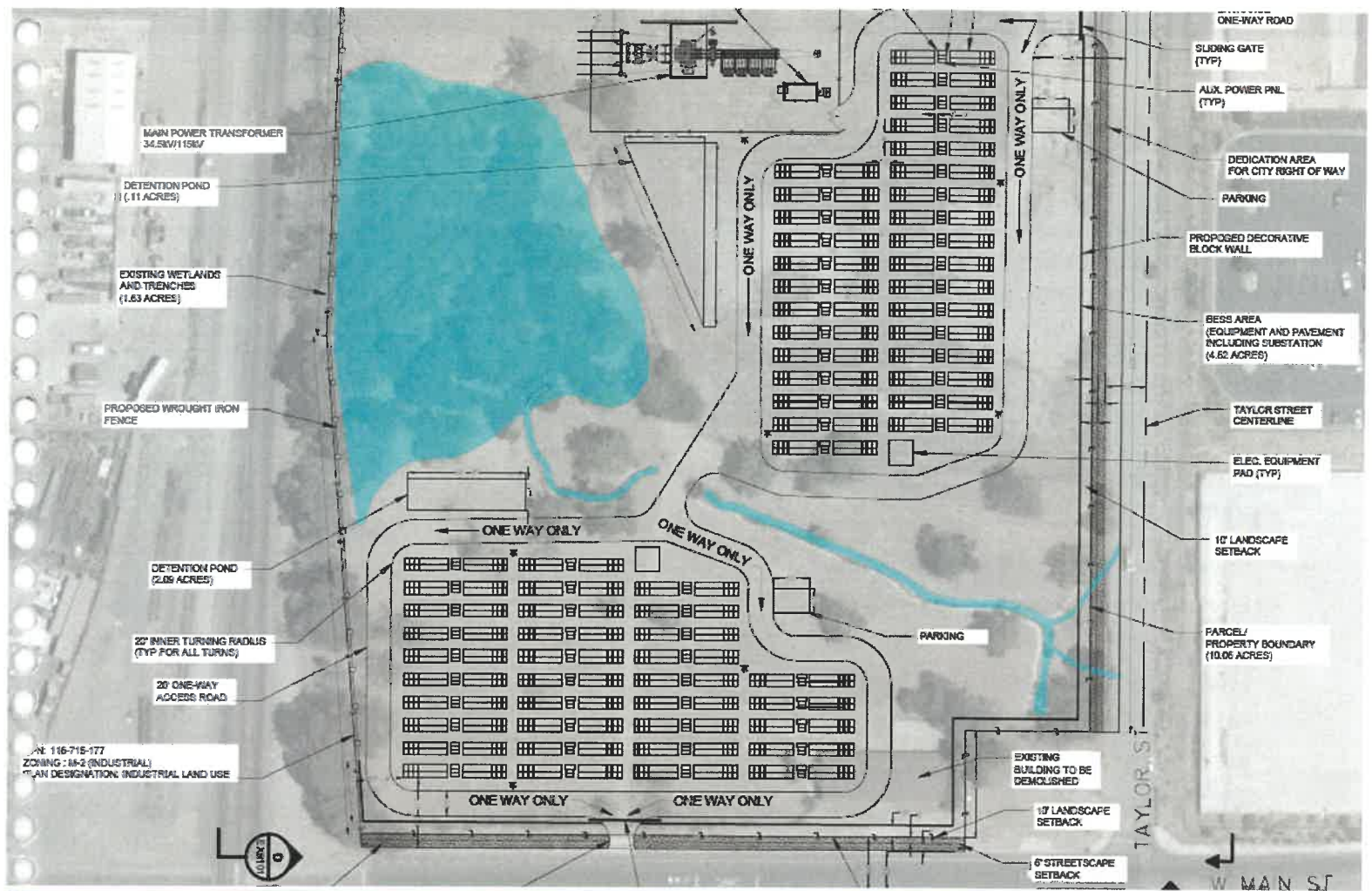
Firm: MIG

Client: County of San Bernardino

Location: San Bernardino County, CA

Reference: Aron Liang
Senior Planner
County of San Bernardino
290 North D Street
San Bernardino, CA 92401
909-387-0235
Aron.Liang@lus.sbcounty.gov

Dates: 2020 - 2021



Condor Battery Energy Storage Facility Project IS/MND

MIG was contracted to complete an Initial Study and Mitigated Negative Declaration (IS/MND) for a Battery Energy Storage (BESS) Facility in the City of Grand Terrace, California. The Project site consisted of a single parcel totaling 9.86 acres. The Project will consist of lithium-ion energy batteries installed on racks, inverters, switchgear, and other associated equipment to directly interconnect into the Southern California Edison (SCE) Highgrove Substation (point of interconnection) located immediately adjacent to the north of the Project site. The Project is currently in public review as of November 2021.

PROJECT DETAILS

Firm: MIG

Client: City of Grand Terrace

Location: Grand Terrace, CA

Reference: Haide Aguirre
Senior Planner
Grand Terrace Planning &
Development Services
22795 Barton Rd
Grand Terrace, CA 92313
909-954-5177

Dates: 2021-2022

Scope of Services

MIG offers a broad scope of environmental planning and permitting, design, communication, management, and technology services to public agencies and private clients. Our public agency clients include community development, building, planning, and public works departments, as well as special districts. Our array of services includes environmental analysis in compliance with CEQA and NEPA including:

- » Environmental Impact Reports (EIRs)
- » Environmental Impact Statements (EISs)
- » Combined EIR/EIS
- » Environmental Assessments (EAs)
- » Addendums to EIRs
- » Initial Study/Mitigated Negative Declarations (IS/MNDs)
- » Categorical Exemptions (CEs)
- » Findings of No Significant Impact (FONSIs)

Additionally, we have in-house expertise to prepare a full range of technical studies and support services including:

- » Biology
- » AB 52 and SB 18 processing/consultation services
- » Noise
- » Energy Evaluations
- » Air Quality Modeling and Analysis
- » Greenhouse Gas Emissions (GHG)
- » Visual Simulations and Visual Impact Analyses
- » Infrastructure and “Green” Infrastructure Analyses and Recommendations

MIG has the capabilities needed to prepare (or review) a wide range of environmental documents, with the exception of traffic studies, which will be provided by Fehr & Peers. In addition, we have relationships with a wide

array of subconsultant partners that we can call upon if a specific service request requires their expertise. Our team provides services in all of the areas listed in the RFP including:

- » Aesthetics and Visual Resources
- » Agriculture and Forestry Resources
- » Air Quality
- » Biological Resources
- » Energy
- » Greenhouse Gas Emissions and Global Climate Change
- » Hazards and Hazardous Materials
- » Hydrology and Water Quality
- » Land Use and Planning
- » Mineral Resources
- » Noise
- » Population and Housing
- » Public Services
- » Recreation
- » Transportation
- » Tribal Cultural Resources
- » Utilities and Service System
- » Wildfire





Environmental On-Call Services

CEQA/NEPA DOCUMENTS

MIG's dedicated environmental staff have the background and experience to properly scope and prepare environmental impact analysis documents for a wide variety of projects. MIG prepares clearly written, legally defensible environmental impact reports (EIR) and other CEQA/NEPA compliance documentation—initial studies (IS)/mitigated negative declarations (MND), environmental assessments (EA)/ Findings of No Significant Impact (FONSI), environmental impact statements (EIS), and Categorical Exemptions/Exclusions. We specialize in preparing both “project-specific” environmental documents for site-specific industrial, residential, commercial, institutional, and mixed-use developments, as well as broad-based “program EIRs” for specific plans, general plans, and other policy plans.

MIG has successfully completed more than 300 EIRs, as well as numerous other CEQA and NEPA compliance documents for public agencies. We also provide third party peer review services for all types of CEQA and NEPA environmental documents and technical studies. We regularly provide these services to the Cities of Menifee, Commerce, Grand Terrace, and Redlands.

AIR QUALITY IMPACT AND HEALTH RISK ASSESSMENTS

MIG prepares the technical air quality analyses necessary to obtain CEQA, NEPA, and other permitting/regulatory approvals from regional, state, and federal air agencies. MIG prepares area and fugitive (e.g., dust and emissions from soil disturbance and material transfer), mobile, and stationary source emissions estimates using agency-recommended models. The emissions estimates developed by these models and methodologies are compared to regulatory thresholds of respective air quality management districts, CEQA significance thresholds or other state or federal regulatory requirements as appropriate. MIG is skilled in quantifying the emissions levels from all aspects of a project, comparing emissions levels and concentrations against applicable thresholds, and developing project design features or mitigation measures that reduce project emissions and associated risks.

BIOLOGICAL SITE SURVEYS/SPECIAL STATUS SPECIES SURVEYS

MIG's experience in biological studies and impact assessments includes the preparation of biological surveys to evaluate existing conditions and the presence of sensitive habitat or special-status plant or animal species and applicable laws pertaining to the resources found. Biological impact assessments evaluate the effects of a proposed project on biological resources and are used to support CEQA/NEPA documents and permit applications.



MIG also provides the technical support required for Endangered Species Act Section 7 or Section 10 consultations and California Fish and Wildlife Endangered Species Act 2081 permits. We have expertise in assessing the potential occurrence of many sensitive species, including many butterfly species and birds such as the coastal California gnat catcher, least bell's vireo, and Cooper's hawk.

REGULATORY PERMITTING

MIG's wetland delineators maintain current training and can identify whether specific areas are covered under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), US Department of Fish and Wildlife (USFWS), California Coastal Commission, and local regulatory agencies. MIG assists cities or projects in obtaining permits from various regulatory agencies, including, but not limited to, the 404 Nationwide or Individual Permits from USACE, the Lake and Streambed Alteration Agreement from CDFW, and the 401 Water Quality Certification from RWQCB. MIG prepares technical studies required for these permits as well as the permit applications.

ENERGY ESTIMATES AND EVALUATION

MIG also has expertise in evaluating the new energy impact requirements of the recently amended state CEQA Guidelines. Project energy consumption is estimated using information from air quality emissions estimates or modeling conducted for the project. MIG would then evaluate whether the project would result in the wasteful, inefficient, or unnecessary consumption of energy resources, including mobile sources. Energy-saving factors analyzed would include site layout and orientation, proximity to regional arterials, building design, and any trip-reducing or other energy-saving operations that result in the efficient use of available energy resources.

GREENHOUSE GAS (GHG)/CLIMATE CHANGE IMPACT ASSESSMENTS

In California, local land use authorities are required to consider the effects of project- and plan-level greenhouse gas emissions as part of the CEQA review process. Many of the models (e.g., CalEEMod) and inventories (e.g., OFFROAD) MIG uses to estimate emissions of criteria air pollutants like particulate matter also quantify GHG emissions from common GHG sources like vehicles, electricity consumption, and space heating; however, the methods for evaluating GHG emissions levels can differ from traditional air quality analyses because GHG emissions represent a global impact, and there are a myriad of state, national, and international goals, policies, and programs adopted for the purposes of reducing GHG emissions.



GHG emissions are also produced from less common but high-emitting sources such as refrigerants and electrical insulators that fall outside the scope of traditional air quality analyses.

NOISE IMPACT ASSESSMENTS

MIG performs noise monitoring and impact assessments for environmental analysis, mitigation monitoring, and other compliance purposes. MIG has the necessary expertise and equipment to monitor pre- and post-project noise levels, documenting in-situ attenuation patterns, and evaluating the effectiveness of noise-reducing insulation and infrastructure.

MIG has monitored noise levels from construction equipment, traffic, public events (with and without amplified sound), and various types of stationary equipment (e.g., HVAC units, generators, concrete batch plants). MIG collects and analyzes project-specific noise data to assess the compatibility of pre- and post-project noise levels with zoning standards, general plan standards, and general quality of life standards. MIG staff can clearly articulate noise impact findings to decision-making bodies and have worked with community members, project architects, municipal staff, and project proponents to develop mitigation in the form of operating restrictions, sound barriers, and sound power output limits that provide community and project benefits.

TRAFFIC IMPACT ASSESSMENT

Fehr & Peers will prepare all necessary transportation studies in accordance with Senate Bill (SB 743) utilizing Vehicle Miles Traveled (VMT) to perform transportation impact analysis. Fehr & Peers would advise how to approach projects consistent with SB 743 and The Office of Planning and Research's (OPR's) Technical Advisory, and the City's Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment (March 2020). Fehr & Peers assisted the Western Riverside Council of Governments in the development of the SB 743 implementation pathway study for member agencies (including Beaumont) and have been assisting local, regional, and state agencies in implementing SB 743 and transportation impact assessment since 2018.

Travel Demand Forecasting (TDF) models are the recommended tool for estimating VMT. Fehr & Peers have prepared TDF models for many cities, counties, and regional agencies throughout California and was part of the team that prepared the County's current RIVCOM travel demand model that is consistent with Connect SoCal 2020, the 2020 SCAG RTP. Fehr & Peers have used models to generate future forecast data on a variety of projects for the Riverside County region in addition to Caltrans facilities.



Fehr & Peers modeling expertise extends to other software tools, such as simulation software and capacity-analysis software. Fehr & Peers will also post-process raw model outputs to develop the appropriate level of traffic volumes and peak-hour turning movements at intersections and segments. Fehr & Peers will generate data, such as volumes, average speeds, truck traffic, and VMT by speed class, to support air quality, GHG, and noise impact analysis. Specific to airport freight studies, SB 743 does not require truck VMT in transportation impact assessment, but truck VMT analysis is still required for air quality, GHG, and noise impact analysis.

When Caltrans is involved, Fehr & Peers will adhere to Caltrans requirements (including the Traffic Analysis Framework) and provide defensible and mutually acceptable mitigation measures whenever necessary.

TRIBAL CULTURAL RESOURCES

MIG, in a consultative capacity, advises our clients regarding cost-effective options to avoid or reduce project impacts. The MIG tailored approach also includes the documentary procedures concerning Native American Consultation and/or Coordination as specified in SB 18 and AB 52 to ensure their involvement in protecting Tribal Cultural Resources, properties, and sensitive archaeological sites.

VISUAL IMPACT ASSESSMENTS

MIG's graphic and computer simulation staff specialize in computerized view simulations and preparation of visual impact analyses. Our team can prepare and/or review visual simulations, urban design height analyses, shade studies, and other illustrative plans needed for all types of projects. Our team has extensive experience creating illustrations and analyzing environments allowing for the objective review and understanding of projects.

Additional Environmental Planning Experience

MIG has a proven track record of preparing legally sound CEQA documents, as well as third-party peer review and biological services, for all types of environmental projects.

MIG SELECT CEQA DOCUMENTS

	CEQA DOCUMENTATION	PROGRAM EIR	PROJECT-SPECIFIC EIR	AIR QUALITY/GHG	NOISE IMPACTS	BIOLOGICAL RESOURCES	CULTURAL RESOURCES	VISUAL IMPACT/ AESTHETICS
City of Whittier General Plan Update EIR	●	●		●	●	●	●	
City of Santa Fe Springs General Plan Update EIR	●	●		●	●	●	●	
City of Monterey Park General Plan Update EIR	●	●		●	●			
City of Walnut General Plan Update EIR	●	●		●	●	●	●	●
City of Desert Hot Springs General Plan Update EIR	●	●		●	●	●	●	
City of Cudahy General Plan Update EIR	●	●		●	●			
City of Garden Grove General Plan Update EIR	●	●		●	●			
Smoky Hollow Specific Plan EIR, El Segundo	●	●		●	●			
Duke Realty Warehouse EIR, San Bernardino County	●		●	●	●	●	●	
Duarte Station Specific Plan EIR, Duarte	●	●		●	●			●
Walnut Ranch Park EIR and HCP, Walnut	●	●		●	●	●	●	●
Garvey Avenue Specific Plan EIR, Rosemead	●	●		●	●		●	
Covina Town Center Specific Plan EIR, Covina	●	●		●	●			
Poway Road Specific Plan Amendment EIR, Poway	●	●		●	●	●		
Positive Investments, Krameria Tentative Tract Map IS/MND, Moreno Valley	●		●	●	●	●	●	
Olympic R.E. Holdings, Inland Center Drive Warehouse, San Bernardino	●		●	●	●	●	●	
7-Eleven at Perris Boulevard/Rider Street IS/MND, Perris	●		●	●	●	●		
Meredith Specific Plan EIR Addendum, Ontario	●		●					
Memorial Park Improvements IS/MND, Upland	●		●	●	●	●		
Condor Battery Energy Storage Facility IS/MND, Grand Terrace	●		●	●		●		
Cutter Way Residential IS/MND, Covina	●		●	●	●			
Sheila Street Warehouse EIR Peer Review, Commerce	●		●	●				
Costco Expansion IS/MND Addendum, Chino Hills	●		●	●	●			
Alere Telegraph Commerce Center IS/MND, Pico Rivera	●		●	●	●			
Outfront Media Digital Billboard IS/MND, Garden Grove	●		●					
South Alhambra Ave Senior Housing Project IS/MND, Monterey Park	●		●	●	●			
Blue Mountain Spruce Street Warehouse IS/MND, Riverside	●		●					
Eastern Municipal Water District Water Well 204 IS/MND, Perris	●		●	●	●	●		
S2A Modular Home Factory IS/MND, Hemet	●		●	●	●	●		
Atlantic Boulevard Improvement Categorical Exemption, Commerce	●		●					
Arbor Express Car Wash IS/MND and Technical Studies, Rancho Cucamonga	●		●	●	●			
123 Pomona Avenue Residential IS/MND, Monrovia	●		●	●	●			
Dhammakaya Meditation Center EIR Addendum, Azusa	●		●					
Garvey Square Mixed-Use Development IS/MND, El Monte	●		●	●				
Station Square South Specific Plan IS/MND, Monrovia	●	●		●	●	●	●	●
Avalon Monrovia Specific Plan IS/MND, Monrovia	●	●		●	●	●	●	●

Appendix - Resumes

EDUCATION

- » University of California, Riverside
- » Brigham Young University, Utah

PROFESSIONAL AFFILIATIONS

- » National Association of Industrial and Office Professionals
- » American Planning Association
- » Urban Land Institute

Pam Steele

PRINCIPAL-IN-CHARGE | MIG

Pam Steele has extensive experience on “both sides of the counter” offering a full range of planning, environmental, and development consulting services to public agencies and private sector clients. Early in her 30-year career, she was a Building Department employee whose frequent interaction with planners shifted her path toward contributing to a project from beginning to end—from due diligence to entitlement and permit approval to occupancy. Having served as a Planning Director and as a development project manager, Pam’s strength lies in bringing people and perspectives together to create projects that provide public and private benefits. She has prepared and managed specific plans and amendments, community and master plans, and multilayered environmental reviews and clearances for industrial, commercial, residential, and medical projects. Pam distills and articulates the needs of public agencies and private developers to foster collaboration and mutual understanding. In doing so, she helps them navigate the entire process to successfully achieve their common goals.

SELECTED PROJECT EXPERIENCE

- » City of Cypress Assistant Planning Director
- » City of Canyon Lake Planning Director
- » City of Murrieta Planning Staff
- » City of Diamond Bar Consultant Staff
- » City of Yucaipa Planning Staff

Some of the private-sector projects she has managed are:

- » Kaiser Commerce Center: specific plan amendments and EIR for the clean-up and redevelopment of the former 540+-acre Kaiser Steel Plant in the Fontana area of San Bernardino County
- » Crossroads Business Park Specific Plan amendments and build-out of a 280+ acre industrial business park in the City of Ontario
- » Kaiser Permanente medical facilities and master plans in the cities of Fontana, Rancho Cucamonga, Colton, San Marcos, San Bernardino, and Victorville
- » Senior assisted living projects, both new and expansions of existing facilities
- » Expansion of an existing steel plant to improve air quality and safety measures
- » Multiple General Plan and Specific Plan Amendments

EDUCATION

- » MURP, University of Southern California
- » BA, Public Affairs (Urban Planning), University of Southern California

Bob Prasse

PROJECT MANAGER / DIRECTOR OF ENVIRONMENTAL SERVICES | MIG

Bob Prasse is a fountain of knowledge and expertise in urban planning and environmental analyses. A college class on the economics of environment peaked Bob's interest in the factors affecting the built environment, which led to a 35+-year career working with public agencies and developers throughout Southern California. With his analysis, communications, and writing skills, Bob helps clients anticipate and adjust to changing conditions while still meeting project goals related to general and specific plans, zoning ordinances, development reviews, and entitlement services. In addition, he has managed, prepared, and processed CEQA and NEPA documentation for a wide range of planning projects, including large-scale mixed-use communities, public facilities, general plans, retail centers, and warehouse/logistics complexes. Even with all his experience, Bob enjoys the continued learning associated with finding new ways to assist clients and to improve the environment.

SELECTED PROJECT EXPERIENCE

- » Duke Realty Logistics Warehouse EIR, Redlands area of San Bernardino County, CA
- » City of Garden Grove Focused General Plan Update (GPU) EIR, Garden Grove, CA
- » City of Whittier GPU EIR, Whittier, CA
- » City of Santa Fe Springs General Plan Update EIR, Santa Fe Springs, CA
- » City of Monterey Park GPU EIR, Monterey Park, CA
- » City of Desert Hot Springs General Plan Update EIR, Desert Hot Springs, CA
- » City of Cudahy GPU EIR, Cudahy, CA
- » City of Hesperia General Plan Update EIR, Hesperia, CA
- » The Preserve Specific Plan and Program EIR, Chino, CA
- » Smoky Hollow Specific Plan Program EIR, El Segundo, CA
- » Covina Town Center Specific Plan Program EIR, Covina, CA
- » Arrow Highway Specific Plan Program EIR, Glendora, CA
- » Redlands Crossing Shopping Center (Walmart Store) EIR, Redlands, CA
- » Renaissance Specific Plan (Rialto Airport Reuse), Program EIR, Rialto, CA

Cameron Hile

SENIOR ANALYST | MIG

EDUCATION

- » MS, Urban and Regional Planning, California State Polytechnic University, Pomona, CA
- » MA, Political Science, Colorado State University, Fort Collins, CO
- » BA, Political Science, San Diego State University, San Diego, CA

PROFESSIONAL AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals
- » Cal Poly Pomona Graduate Planning Student Association

Cameron Hile is an accomplished environmental planner and analyst who integrates his knowledge of public and environmental policy and planning to support responsible development and improve the interface between human and natural environments. Cameron has successfully applied his expertise and writing skills to develop and prepare a variety of environmental documents, such as Initial Studies, Negative Declarations, Mitigated Negative Declarations, EIR Addenda, and Air Quality Analyses. Understanding that his work can have positive impacts on communities for decades, he constantly seeks to learn and find new ways to innovate and contribute to project success. With over 10 years of experience, Cameron communicates easily with all project stakeholders and carefully plans for contingencies to ensure a smooth and straightforward planning process. Along with his knowledge and skills, he brings integrity and diligence to each project—preparing legally defensible documents through an efficient, open, and meticulous process of research, analysis, and feedback.

SELECTED PROJECT EXPERIENCE

- » Rosemead Garvey Avenue Specific Plan EIR, Rosemead, CA
- » Whittier General Plan Update EIR, Whittier, CA
- » South Alhambra Blvd. Senior Housing IS/MND, Monterey Park, CA
- » San Gabriel Valley Water Company Plant M4 IS/MND, Montebello, CA
- » Covina Town Center Specific Plan EIR, Covina, CA
- » Downey Parks and Recreation Park Renovation CEQA Analyses, Downey, CA
- » Cutter Way Live-Work Development IS/MND, Covina, CA
- » Flair Spectrum Mixed-Use EIR, El Monte, CA
- » Gelson's Manhattan Beach Peer Review Services, Manhattan Beach, CA
- » Santa Fe Springs General Plan and Targeted Zoning Code Update, Upland, CA
- » Puente Hills Habitat Preservation Authority User Survey, Whittier, CA
- » Smoky Hollow Specific Plan Update EIR, El Segundo, CA
- » AltaMed Corporate Headquarters Rehabilitation Project IS/MND, Commerce, CA
- » Sheila Street Warehouse Project Peer Review Services, Commerce, CA

EDUCATION

- » MS, Environmental Studies, California State University, Fullerton
- » BA, Biology, California State University, Fullerton

CERTIFICATIONS/REGISTRATIONS

- » American Institute of Certified Planners (AICP)
- » Registered Environmental Property Assessor (REPA)

PROFESSIONAL AFFILIATIONS

- » Association of Environmental Professionals
- » American Planning Association
- » California Association of Environmental Professionals, Past President

Kent Norton, AICP, REPA

SENIOR PROJECT MANAGER | MIG

Kent Norton has 44 years of experience in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance for public- and private-sector clients encompassing transportation, aviation, public works, schools, residential, recreational, and mixed-use land developments. He has authored and managed a wide variety of environmental compliance documents for projects ranging from an Initial Study/Mitigated Negative Declaration (IS/MND) for relocation of aviation uses at a regional airport and road widening/improvements, to a subdivision of 13,000 acres in the San Bernardino desert and the World Logistics Center Specific Plan EIR that addressed 41-plus million square feet of warehousing on 2,600 acres in the City of Moreno Valley.

SELECTED PROJECT EXPERIENCE

- » Starpointe 6th Street Warehouse MND, San Bernardino County, CA
- » Memorial Park Master Plan MND, Upland, CA
- » Hemet Modular Home Factory MND, Hemet, CA
- » Housing Element Update ND, Downey, CA
- » General Plan Update EIR, Whittier, CA
- » Queen of the Valley Hospital Specific Plan EIR, West Covina, CA
- » Community Soccer Park IS/MND, Colton, CA
- » General Plan EIR, Jurupa Valley, CA
- » World Logistics Center Specific Plan EIR, Moreno Valley, CA
- » Los Alamos Hills Master Plan and EIR for Park and School Facilities, Murrieta, CA
- » Marketplace at Main Street Project EIR, Corona, CA
- » West Fontana Logistics Center EIR, Fontana, CA
- » North Business Park Specific Plan EIR, Westlake Village, CA
- » Paradise Knolls Specific Plan EIR, Jurupa Valley, CA
- » Limonite Avenue Widening, Bain to Homestead IS/MND, Jurupa Valley, CA
- » Space Center Industrial Project EIR, Jurupa Valley, CA
- » Gateway South Building 5 MND Addendum, San Bernardino, CA

EDUCATION

- » BS, Natural Resource Management Cook College, Rutgers University, New Jersey

Chris Dugan

DIRECTOR OF AIR QUALITY AND NOISE SERVICES MIG

Christopher Dugan's knowledge of local, state, and federal environmental regulations contributes to the successful preparation of required documentation and appropriate mitigation measures. His undergraduate studies drew him to investigate how human development affects people and the planet. His specialization in air quality, noise, and greenhouse gases ensures that development proceeds in a responsible manner to protect critical resources. Christopher skillfully takes complex information from engineers, scientists, and other data sources and clearly conveys it in a way that is meaningful and helpful for decision-makers and the public. He uses the latest technology to make the process more efficient, accurate, and comprehensive – resulting in better outputs as well as enhanced reporting and presentation. Christopher has developed and tailored emissions inventories using CalEEMOD, EMFAC, OFFROAD, etc.; performed screening and refined dispersion modeling (e.g., SCREEN, AERMOD); and developed mitigation measures to control and reduce stationary, area, fugitive, and mobile source emissions. Given that air and noise resources are essential quality of life factors, he is committed to delivering independent, objective analysis and consultation that enable clients to make the best choices from environmental, regulatory, and community-based perspectives.

SELECTED PROJECT EXPERIENCE

- » Veterans Home of California, Yountville Skilled Nursing Facility EIR/EA, Yountville, CA
- » San Mateo County Government Center, Campus Development Project EIR, San Mateo County, CA
- » New Yolo Branch Library Building Project EIR, Yolo County, CA
- » Bear Gulch Pump Station 13 Improvement Project IS/MND, Portola Valley, CA
- » Cal Water MPS Station 6 Water Tank Replacement IS/MND, Hillsborough, CA
- » Carlmont High School Usher Field Lights Project IS/MND, Belmont, CA
- » Guadalupe Landfill Gas to Energy Facility Relocation Project EIR, San José, CA
- » Habitat for Humanity Montague Housing Development Project EA, Santa Clara, CA
- » Half Moon Bay Building and Garden, Inc. Concrete Batch Plant Replacement Project EIR and Permit to Operate, Half Moon Bay, CA

EDUCATION

- » BS, Atmospheric Science, University of California, Davis, CA

Phil Gleason

SENIOR ANALYST, AIR QUALITY AND NOISE SERVICES MIG

Phil Gleason specializes in the preparation of Air Quality, Greenhouse Gas, and Noise technical environmental analyses. In his time at MIG, Phil has prepared emissions estimates and CEQA impact assessments in accordance with U.S. EPA guidance (e.g., AP-42) and regional air agency permit handbooks. In his analyses, he often uses mass emissions modeling programs and emission factor databases as well as dispersion modeling programs for comparison of pollutant concentrations to ambient air quality standards. Phil is also versed in the preparation of human health risk assessments using model data for toxic air contaminants and hazardous air pollutants. In addition to his knowledge of air quality models and assessment techniques, Phil has also utilized the SoundPLAN noise modeling software to determine the significance of noise generated at industrial sites.

Phil has experience interpreting and enforcing various regulations including the Clean Water Act; Safe Drinking Water Act; Resource Conservation and Recovery Act; and Federal Insecticide, Fungicide, and Rodenticide Act. Phil's past experience working for a regulatory agency has assisted him in carrying out inspections of new trial segments, which are conducted to ensure compliance with the project's Stormwater Pollution Prevention Plan.

SELECTED PROJECT EXPERIENCE

- » Smoky Hollow Specific Plan EIR, El Segundo, CA
- » Crowe Vincent Ave CEQA Analysis, Azusa, CA
- » Tustin Downtown Commercial Core Plan Environmental Studies, Tustin, CA
- » Cudahy General Plan and Zoning Code Update EIR, Cudahy, CA
- » Half Moon Bay Building and Garden Supply Concrete Batch Plant EIR, Half Moon Bay, CA
- » Del Amo Neighborhood Park IS/MD, Los Angeles County, CA
- » Meadowood Estates EIR, Hillsborough, CA
- » Menlo Park Small High School EIR, Menlo Park, CA
- » Palo Alto Parks and Recreation Master Plan IS/MND, Palo Alto, CA
- » Palo Alto Public Service Building EIR, Palo Alto, CA
- » Rossmoor Health Club EIR, Seal Beach, CA
- » San Mateo County Government Center Campus Development Project EIR, San Mateo County, CA

EDUCATION

- » BS, Environmental Policy Analysis and Planning from University of California, Davis

Kasey Kitowski

AIR QUALITY AND NOISE ANALYST | MIG

Kasey Kitowski is a highly skilled environmental planner and analyst who has contributed their specialized expertise in air quality and noise to a wide range of projects from public infrastructure and transportation to parks and open space. An abiding interest in environmental issues led to their degree in environmental policy and continues to motivate their work in a fast-paced and ever-changing field. Kasey's in-depth knowledge and meticulous attention to detail result in meeting client objectives for compliance while protecting community air and noise resources in the context of a changing climate. Their ability to analyze and synthesize data from multiple sources produces clear, well-articulated air quality, climate change, and noise analyses. Kasey is inspired by opportunities to work on projects that have tangible, measurable impacts—developing feasible resource protection strategies that provide environmental benefits and facilitate effective project implementation.

SELECTED PROJECT EXPERIENCE

- » Costco Expansion IS/MND, City of Chino Hills, CA
- » West Hollywood Climate Action Plan Update and CEQA Review, West Hollywood, CA
- » Standard Works Project, El Segundo, CA
- » San Carlos 405 Industrial Road CEQA, San Carlos, CA
- » San Carlos General Plan Update and Zoning Amendment, San Carlos, CA
- » Lake Elsinore General Plan Update EIR, Lake Elsinore, CA
- » Watsonville - Ohlone Parkway East/West, Watsonville, CA
- » Santa Fe Springs General Plan and Targeted Zoning Code, Santa Fe Springs, CA
- » Oxnard Campus Park Design, Oxnard, CA
- » San Pablo Avenue Specific Plan Update, El Cerrito, CA
- » Freedom Circle Focus Area Plan, Santa Clara, CA
- » Rustin Warehouse, Riverside, CA
- » Marin County Housing and Safety Elements, Marin County, CA
- » Clayton Housing Element, Clayton, CA

EDUCATION

- » MS, Environmental Management, Griffith University, Australia
- » BA, Environmental Studies, Economics, University of California, Santa Cruz, CA
- » AA, Ventura College, Ventura, CA

REGISTRATIONS

- » Wetland Delineation Certification (Richard Chinn Environmental Training, Inc.; Certificate No. 6425)
- » Flat-tailed Horned Lizard (FTHL) Authorization (Title 14)

Todd Easley

DIRECTOR OF BIOLOGY | MIG

Todd Easley has over 23 years of experience in the environmental industry focusing on biological resources, regulatory permitting, and project management. He has seasoned experience related to the federal Endangered Species Act (ESA), Native Plant Protection Act, Federal Noxious Weed Act, NEPA, CEQA, Migratory Bird Treaty Act, Clean Water Act, and other acts and laws related to the environmental industry. He has successfully coordinated and managed multidisciplinary projects and has collaborated with different landowners, organizations, and agencies such as wildlife agencies, utilities, the Department of Defense, parks, public works agencies, city and county agencies, nonprofits, and private businesses. Additionally, he is proficient leader in establishing efficient project teams, discussions on scopes of work and alternatives, biological surveys, permitting, habitat restoration, and the avoidance or minimization of impacts to the environment.

SELECTED PROJECT EXPERIENCE

- » Natural Resource Services and Habitat Enhancement for the Department of Defense, Orange County, CA*
- » Rare Plant Inventory Surveys, Marine Corps Base Camp Pendleton, CA*
- » Marblehead Coastal Bluff Biological Surveys and Habitat Restoration, San Clemente, CA*
- » Implement Habitat Enhancement Portions of Thread-Leaved Brodiaea and Rare Plant Management Plans, Marine Corps Installations West Camp Pendleton, CA*
- » Talega Substation biological survey and Habitat restoration, San Clemente, CA*
- » Joint Strike Fighter F-35 Vernal Pool creation and Mitigation, Miramar, San Diego, CA*
- » Pre- and Post-Fire Management, Marine Corps Base Camp Pendleton Camp Pendleton, CA*
- » Invasive Plant Control and Revegetation Remote Training Site Warner Springs, San Diego, CA*
- » West of Devers Transmission Upgrade Biological Services, Riverside and San Bernardino Counties, CA*
- » Highlands Coastal California Gnatcatcher and Southwestern Willow Flycatcher Protocol Surveys, San Marcos, CA*

**Work completed prior to joining MIG*

EDUCATION

- » PhD, Botany, Claremont Graduate University, Claremont, CA
- » Certification, Geographic Information Systems (GIS), California State University, San Bernardino
- » BS, Biology, California State University, San Bernardino

REGISTRATIONS

- » Wetland Delineation Certification (Richard Chinn Environmental Training, Inc.; Certificate No. 6425)
- » Flat-tailed Horned Lizard (FTHL) Authorization (Title 14)

Betty Kempton, PHD

SENIOR BIOLOGIST | MIG

A highly versatile biologist and botanist, Betty Kempton offers a depth of experience and expertise acquired over 17 years of work on a variety of environmental planning and consulting projects. An undergraduate botany class sparked her interest in plants and led to a lifelong passion. Betty views each project as an opportunity to discover something beautiful while planning for the benefit of both people and the planet. From biological assessments and surveys to monitoring and jurisdictional delineations, her extensive knowledge, GIS mapping skills, and fluid communication style allow her to convey complex information to project sponsors, partners, and stakeholders efficiently and accurately. Betty has worked with local, state, and federal agencies on a variety of projects, including public utilities, transportation, water districts, and residential and commercial developments. Through her work, she helps balance environmental protection with project implementation, allowing projects to move forward without significantly impacting biological and other important natural and cultural resources.

SELECTED PROJECT EXPERIENCE

- » North Hills Jurisdictional Delineation, Brea, CA
- » Valley State Route 60/Moreno Beach Drive Interchange Project Phase 2 (Burrowing Owl Assessment, Natural Environmental Study, MSHCP CA and DBESP, Jurisdictional Delineation, and Water Permitting), Moreno Valley, CA*
- » Metropolitan Water District Mecca Road Emergency Repairs Project, Biological Monitoring, Mecca, Riverside County and Coachella Valley, CA*
- » SCE West of Devers Upgrade (WODUP) Project, Rare Plant Surveys, San Bernardino and Riverside Counties, CA*
- » Redlands Wastewater Treatment Plant Improvement Project, Biological Assessment, Redlands, CA*
- » Los Angeles Department of Water Metropolitan Water District San Gabriel Tower Improvements Project, Rare Plant Surveys, Vegetation Mapping, Azusa, CA*
- » LADWP Barren Ridge Line-1 Reconnaissance-Level Plant Surveys, Rare Plant Surveys, Los Angeles County, CA*
- » LADWP Bee Canyon Sag Pipe Improvement Project, Rare Plant Surveys, Vegetation Mapping, Los Angeles County, CA*
- » Star Pointe Properties 6th St Commerce Center, Biological Surveys, San Bernardino, CA

**Work completed prior to joining MIG*

EDUCATION

- » BS, Civil Engineering, University of California, Davis

REGISTRATIONS

- » Licensed Traffic Engineer, State of California (TR2402)

RECOGNITION

- » WTS Honorable Ray LaHood Award Winner (Man of the Year) – Inland Empire Chapter (2023)

PRESENTATIONS

- » VMT Related Presentations:
 - 2023 UCLA Land Use Law and Policy Conference
 - 2022 National APA
 - 2022 Western ITE
 - 2022 CEAC Public Works Officers Institute
 - 2022 SBCOG City/County Conference
 - 2019 California APA
 - 2019 CSU Facilities Conference
- » Future of Transportation Presentations:
 - 2018 SBCTA City/County Conference
 - 2017 WRCOG Planning Conference
- » Parking Presentations:
 - 2018 OC Planning Directors Conference
 - 2015 OC Planning Directors Conference

Jason Pack, TE

PRINCIPAL TRAFFIC ENGINEER | FEHR & PEERS

Jason D. Pack, P.E., 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. His focus is to utilize his experience and the technical resources of the company to help clients answer their toughest questions related to mobility.

His recent work has included 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 to assist cities advancing transportation into the future.

SELECTED PROJECT EXPERIENCE

- » WRCOG VMT SB 743 Implementation Study, CA
- » SBCTA SB 743 Countywide VMT SB 743 Implementation Phase I, CA
- » SBCTA SB 743 Countywide VMT SB 743 Implementation Phase II (VMT mitigation bank/exchange program), CA
- » North Orange County Collaborative VMT SB 743 Implementation Study/Guidelines, CA
- » CSU SB 743 Guidelines, CA
- » County of San Bernardino Transportation Impact Study Guidelines, CA
- » Corona SB 743 Implementation, CA
- » Eastvale SB 743 Implementation, CA
- » Moreno Valley SB 743 Implementation, CA
- » Villages at Lakeview Traffic Impact Study, Riverside County, CA
- » Riverside Housing Element Traffic Impact Study, CA
- » Beach Boulevard Corridor Specific Plan, Anaheim, CA
- » MAG High Capacity Transit Corridors Sustainability Study, Phoenix, AZ
- » RTC of Southern Nevada High Capacity Transit Study, NV

EDUCATION

- » BS, Civil Engineering, California Polytechnic State University, Pomona, CA

REGISTRATIONS

- » Licensed Traffic Engineer, CA (TR2797)

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

Paul Herrmann, TE

SENIOR TRAFFIC ENGINEER | FEHR & PEERS

Paul Herrmann has 11 years of experience in transportation engineering and transportation planning at Fehr & Peers. Prior to Fehr & Peers, Paul worked at the City of Corona in the Traffic Engineering Department for two years. 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. Paul is an expert in SB 743 Implementation and VMT Analysis for CEQA projects. Paul is also an active member in the Fehr & Peers SB 743 Working Group and Safety Group, which hold weekly discussions on evolving industry best practices. Paul serves clients throughout Southern California with projects throughout the SCAG region.

Paul has completed transportation assessments for over 50 projects in support of CEQA or NEPA documentation. These include impact assessment to support negative declarations, transportation sections for EIRs, and transportation sections for EISs or joint EIR/EISs.

SELECTED PROJECT EXPERIENCE

- » Villages at Lakeview Traffic Impact Study, Riverside County, CA
- » Riverside Housing Element Traffic Impact Study, CA
- » Ontario Airport Cargo Facility EIR, Ontario, CA
- » Riverside County Arena TIA, Palm Desert, CA
- » City of Anaheim Beach Boulevard Corridor Plan Traffic Study and EIR, Anaheim, CA
- » Subarea 29 Residential Project Subsequent EIR, Ontario, CA
- » Etiwanda Heights Neighborhood and Conservation Plan/EIR, Rancho Cucamonga, CA
- » City of Anaheim Beach Boulevard Corridor Plan Traffic Study and EIR, Anaheim, CA
- » Gateway at Grand Terrace Specific Plan EIR, Grand Terrace, CA
- » Section 31 Specific Plan EIR, Rancho Mirage, CA,
- » Crossings Specific Plan Traffic Study & EIR, Fountain Valley, CA
- » Long Beach Blvd Specific Plan, Long Beach, CA
- » South East Area Specific Plan, Long Beach, CA
- » City of Eastvale Traffic Engineering and Planning, Eastvale, CA
- » On-Call Transportation Engineering/Planning Services, Cal Poly Pomona, Pomona, CA

Cost Proposal

MIG Rates

TEAM MEMBER	HOURLY RATE
Pamela Steele , Principal-in-Charge	\$305
Bob Prasse , Project Director / Director of Environmental Services	\$225
Cameron Hile , Environmental Analyst	\$140
Kent Norton, AICP, REPA , Project Manager	\$165
Chris Dugan , Director of Air Quality and Noise Services	\$230
Phil Gleason , Air Quality and Noise Analyst	\$175
Kasey Kitowski , Air Quality and Noise Analyst	\$105
Todd Easley , Director of Biological Services, Southern California	\$225
Betty Kempton, PhD , Biologist/GIS Analyst	\$160
Amanda North , Project Assistant	\$115

Hourly Rates

Professional time is billed according to the hourly rates as presented in the table above.

Other Costs

Other costs include a Project Administration charge for subconsultants, if used—10% of their total fee.

Direct Costs

Direct costs or project expenses such as photocopying (large-quantity), plotting, and printing (b&w, color) are charged at cost, plus 10%. The cost of communications including long-distance telephone (excluding cell phones), facsimile, postage, courier and other delivery costs are charged at cost, plus 10%. The mileage charge for personal autos will be the currently applicable mileage rate established by the Internal Revenue Service. All other travel expenses such as accommodations, parking, tolls, etc., are charged at cost, plus 10%.

Fehr & Peers Rates

CLASSIFICATION	HOURLY RATE
Principal	\$240-\$375
Senior Associate	\$205-\$300
Associate	\$175-\$255
Senior Engineer/Planner	\$160-\$215
Engineer/Planner	\$130-\$175
Senior Engineering Technician	\$150-\$215
Senior Project Accountant	\$170-\$190
Senior Project Coordinator	\$130-\$180
Project Coordinator	\$120-\$170
Technician	\$150-\$170
Intern	\$95-\$140

- » Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.
- » Personal auto mileage is reimbursed at the current IRS approved rate (58.5 cents per mile as of Jan 2022).
- » Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

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

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- \$10,000; or
 - The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- "Bodily injury" or "property damage" that occurs; or
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

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

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2.** The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB2L553909

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____