

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and J.B. Anderson Land Use Planning, a California Corporation, whose address of record is 139 South Stockton Avenue, Ripon, California 95366 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to annex approximately 37 acres, generally located north of Bellevue Road, west of M Street (extended); and,

WHEREAS, Consultant represents that it possesses the professional skills to provide environmental services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the planning environmental services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Development Services or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end when the environmental document is completed to the City's satisfaction, all required copies of the document have been provided, all required meetings have been attended, and the final documents has been certified by the City.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Twenty-Eight Thousand Nine Hundred Twenty-Four Dollars (\$28,924.00).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars

(\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City

may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so

terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

///

///

///

///

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Shudra Q. Park 5/6/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
J.B. ANDERSON LAND USE
PLANNING, A California Corporation

BY: 
Mark Niskanen

Its: Vice President
(Title)

Taxpayer I.D. No. 27-2423212

ADDRESS: 139 S. Stockton Ave.
Ripon, CA 95366

TELEPHONE: (209) 599-8377

FAX: _____

E-MAIL:

mark@jbandersonplanning.com

City of Merced



CEQA COMPLIANCE PROPOSAL M STREET ANNEXATION PROJECT

April 16, 2021



Submitted By:



139 South Stockton Ave.
Ripon, CA 95366
Phone: 209.599.8377

mark@jbandersonplanning.com

TABLE OF CONTENTS

	<i>Section Title</i>	<i>Pg.</i>
<i>Section 1</i>	Introduction	1
<i>Section 2</i>	Project Understanding	3
<i>Section 3</i>	Scope of Work	5
<i>Section 4</i>	Project Schedule	9
<i>Section 5</i>	Cost Estimate	10
<i>Section 6</i>	Statement of Qualifications	11

SECTION 1 INTRODUCTION

J.B. Anderson Land Use Planning is pleased to present this proposal to the City of Merced for the preparation of CEQA compliance documents for a project known as the M Street Annexation, located in Merced County, directly abutting City of Merced City Limits (hereinafter referred to as the “Proposed Project”).

The Proposed Project generally consists of the annexation of 37.01-acres into the City of Merced. The Annexation Area is composed of eight (8) parcels totaling 37.01 acres. The existing General Plan Land Use Designation for the Project Area is Commercial Office (CO), High Density (HD) and Open Space/Park Recreation (OS). The Annexation area will be Pre-Zoned as Commercial Office (CO), High Density Residential (R-4), and Open Space (OS), which correspond with their respective General Plan Land Use Designation.

The City of Merced is requesting proposals for the CEQA compliance documents and is requesting the selected Consultant Team to prepare the Initial Study/Negative Declaration, prepare the Mitigation Monitoring and Reporting Program, and attend Public Hearings with the City of Merced Planning Commission, City Council, as well as Merced LAFCO.

For this Proposal, the contact information for J.B. Anderson Land Use Planning is as follows:

Project Manager:

Mark Niskanen, Vice President

mark@jbandersonplanning.com

139 S. Stockton Avenue

Ripon, California 95366

Telephone: (209) 599-8377



For the purposes of organization, this Proposal is presented in the following sections:

Section 1, Introduction:

This Section provides the City of Merced with a description of how this Proposal is organized, as well as to provide experience of the Project Manager and the J.B. Anderson Land Use Planning Team.

Section 2, Project Understanding:

This Section provides the City of Merced with a description of our Firm's understanding and recommended CEQA approach of the Project.

Section 3, Scope of Work:

This Section provides the City of Merced with a description of the Scope of Work associated with preparing the Project's CEQA compliance documents and associated Technical Studies.

Section 4, Project Schedule:

This Section provides the City of Merced with a Project Schedule that corresponds to the Scope of Work in Section 3.

Section 5, Statement of Qualifications:

This Section provides the City of Merced with a Statement of Qualifications, including Project Team resumes, and our firm's qualifications to complete CEQA Compliance Processing.

SECTION 2 PROJECT UNDERSTANDING

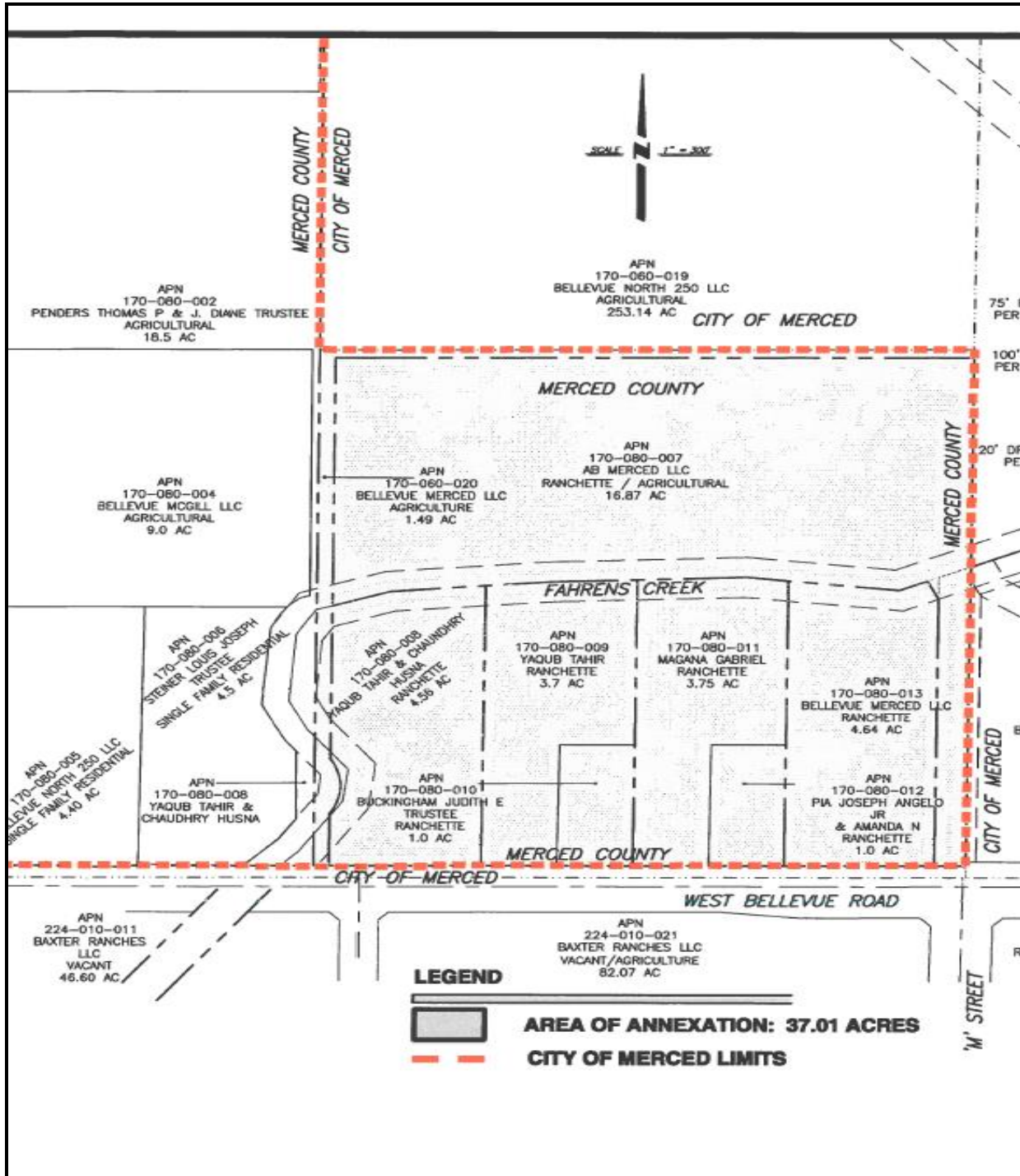
J.B. Anderson Land Use Planning (JBAP) is pleased to present this proposal to the City of Merced for the preparation of CEQA compliance documents for the Proposed Project.

The Applicant, Benchmark Engineering, has submitted an Application for Annexation and Pre-Zone to the City of Merced to allow for the Annexation of the project area into the City of Merced. The Proposed Project generally consists of the annexation of 37.01-acres into the City of Merced in an unincorporated area of Merced County which directly abuts City of Merced City Limits. The City's General Plan designates the project site for Commercial Office (CO), High Density (HD), and Open Space/Park Recreation (OS). At this time, the Proposed Project does not include a specific development request, which may change based upon future discussions with City staff and Merced LAFCo staff. As part of the Proposed Project's Initial Study, a Project Description will be prepared based upon the realistic capacity of development within the Proposed Project site in accordance with General Plan land use densities and the development standards of the City's Zoning Ordinance.

Our Firm also understands that the Applicant has engaged various Technical Studies associated with the Proposed Project, including Traffic, Biological Resources, and the like. Our Firm will work with the Applicant and Benchmark Engineering to ensure each of the Technical Studies prepared for the Proposed Project are completed to supplement the Proposed Project's CEQA analysis.

The Proposed Project site is bounded by vacant land to the north and east, Bellevue Road to the south, and a single-family ranchette and vacant land to the west. Below is the Annexation Exhibit for the Project Area:

Annexation Area



SECTION 3 SCOPE OF WORK

The Scope of Work presented below provides the tasks necessary to prepare the Proposed Project's Initial Study and CEQA Compliance documents.

Task 1

PROJECT KICK-OFF MEETING AND BACKGROUND RESEARCH

J.B. Anderson Land Use Planning (JBAP) staff shall coordinate with the City of Merced to schedule and attend a Project Kick-Off Meeting. Said Meeting is suggested to discuss the various Proposed Project components, with follow up on project schedule, milestones, etc.

JBAP staff shall also coordinate a meeting with the City of Merced staff to discuss various Proposed Project components, including applicable Technical Studies for the Proposed Project.

Background Research: Part of this task shall also include background information and research. Various documents, most notably the City's General Plan and EIR, the Proposed Project's Land Use Application package, written correspondence from City Departments and Outside Agencies, and the Proposed Project's Technical Studies shall be reviewed in preparation of the Project Description and CEQA analysis.

Deliverables: Meeting Minutes of the Project Kick-Off Meeting shall be provided via email.

Meetings: One (1) Project Kick-Off Meeting.

Task 2

PROJECT DESCRIPTION

Upon completion of the Project's Kick-Off Meeting and Background Research, JBAP staff shall prepare the Project Description, which will be included as part of the Project's CEQA compliance documents. A Draft Project Description will be submitted to the City of Merced for review and comment prior to submittal to the City of Merced. Upon review, any comments received by City staff will be incorporated, and the Project Description will be finalized.

Deliverables: An electronic copy of the Draft and Final Project Description provided via email.

Meetings: There are no meetings anticipated for this task. Phone and email communication may be required for this task.

Task 3

INITIAL STUDY

JBAP staff shall initiate and prepare the Proposed Project's Initial Study. The Proposed Project's Initial Study shall be prepared in accordance with Section 15603 of the CEQA Guidelines.

The format of the Initial Study shall follow Appendix G of the CEQA Guidelines, unless otherwise directed based on discussions with the City of Merced.

The Initial Study shall consist of the following:

1. Background
2. Sources
3. Environmental Factors Potentially Affected
4. Determination
5. Summary of Mitigation Measures
6. Background and Introduction
7. Project Description
8. Environmental Evaluation
9. Appendices

Administrative and Public Review Draft IS/MND: JBAP staff shall first prepare an Administrative Review Draft Initial Study/Mitigated Negative Declaration for review by the City of Merced. The City staff shall be provided up to ten (10) hard copies and one (1) electronic copy for review and comment. Upon review and comment, JBAP staff shall incorporate comments from the City and prepare the Public Review Draft Initial Study/Mitigated Negative Declaration (IS/MND).

It is anticipated that City of Merced will be responsible for distributing the Public Review Draft IS/MND and JBAP will prepare the Notice of Intent for City staff review, and the City of Merced will distribute the NOI.

Deliverables: Five (5) Hard Copies and one (1) electronic copy each of the Administrative Draft Initial Study/Mitigated Negative Declaration. Twenty (20) hard copies, one (1) electronic copy, and fifty (50) copies on disk of the Public Review Draft Initial Study/Mitigated Negative Declaration.

Meetings: There are no meetings anticipated for this task. However, conference calls may be warranted to conduct discussions on the Project's IS/MND.

Task 4

PUBLIC REVIEW PERIOD

Once the 30-day Public Review period has closed, JBAP staff shall collect, and review comments received. For the purposes of this task, it is not anticipated that the Project's Mitigated Negative Declaration will be required to be re-circulated for public review based on the level and type of public comments received.

Deliverables: If necessary, documentation providing Response to Comment Letters.

Meetings: There are no meetings anticipated for this task.

Task 5

FINALIZE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM

JBAP shall prepare the Project's Mitigation Monitoring and Reporting Program in accordance with Sections 15074(d) and 15097 of the CEQA Guidelines. A Draft Mitigation and Monitoring Reporting Program (MMRP) shall be submitted to City staff for review and comment. Upon review, JBAP staff shall finalize the Project's IS/MND and Mitigation Monitoring Program and include it as part of the Project's Administrative Record.

Deliverables: JBAP will provide twenty (20) hard copies and twenty (20) electronic copies on CD's of the MMRP and Final IS/MND.

Meetings: There are no meetings anticipated for this task.

Task 6

PUBLIC HEARINGS AND NOTICE OF DETERMINATION

Depending upon the CEQA determination made in Task 5, JBAP staff shall coordinate with City staff to allow for approval of the Project's MND, and the preparation and filing of the Project's Notice of Determination. This task also assumes JBAP staff will attend the Planning Commission, City Council, and Merced LAFCO (if needed) Public Hearings.

This task may also include preparation and filing of the Project's Notice of Determination (NOD) in accordance with Section 15075 of the CEQA Guidelines. The Project's NOD shall be filed with the State Office of Planning and Research (OPR) and Merced County Clerk's Office within five (5) days of certification of the Project's CEQA compliance document. We understand City staff will be responsible for posting the NOD with the Merced County Clerk Recorder's Office. Applicant is responsible for all associated fees.

Deliverables: Copies of the Project's Notice of Determination.

Meetings: One (1) Public Hearing each at the Planning Commission, City Council and Merced County LAFCO.

ASSUMPTIONS

1. J.B Anderson Land Use Planning distributes Invoices on the 1st of each Month.
2. Based on comments from City staff, JBAP shall coordinate separate Proposals for each technical study that is required to support the CEQA document. (if necessary)
3. If applicable, a ten (10) percent administrative charge is added to the administering of the Proposed Project's Technical Studies.
4. It is assumed that the Client will provide the relevant Technical Studies needed as part of the Proposed Project's CEQA analysis.
5. It is assumed that City staff will be responsible for all public noticing, distribution, and preparation of staff reports for the Project.
6. This proposal shall remain valid for a period of 90 calendar days from the date of submittal.
7. J.B. Anderson Land Use Planning has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily finance and complete this Proposed Project.

SECTION 4 PROJECT SCHEDULE

The following Project Schedule/Timeline assumes that the CEQA analysis for the Project shall begin upon receiving a Notice to Proceed in June of 2021. The Project Schedule also does not consider the timing of the Proposed Project's Technical Studies. Upon receipt of a Notice of Proceed, our Firm will work with City of Merced and Benchmark Engineering to understand the timing of these Technical Studies, which will then allow us to refine the schedule presented below.

Many of these tasks can run concurrently and one should not assume a total processing timeline simple by adding the timeline intervals.

TASK	DESCRIPTION	TIMELINE**
1	Project Kick-Off Meeting and Background Research	June 2021
2	Project Description	June/July 2021
3	Initial Study / Proposed Mitigated Negative Declaration	July/August 2021
4	Public Review*	August 2021
5	Mitigation Monitoring and Reporting Program	September 2021
6	Public Hearings and Notice of Determination	To Be Determined by City staff

*Includes 30-day Public Review Period as required by CEQA.

**Time subject to change based on forthcoming meetings with City staff to determine the scope of any Technical Studies required for the Proposed Project.

SECTION 5 COST ESTIMATE

The following Cost Proposal has been prepared based on our understanding of the Project and the tasks described above:

Stonefield Homes - M Street Annexation - CEQA Project April 2021		President	Vice President	Associate Planner	Assistant Planner	Admin Assistant	
Hourly Rate		\$220	\$192	\$126	\$93	\$66	
Task		Hours					Cost
TASK 1	Project Kick-Off Meeting and Background Research	0	6	2	6	0	\$1,962.00
TASK 2	Project Description	1	10	4	6	0	\$3,202.00
TASK 4	Initial Study	6	20	32	32	16	\$13,224.00
TASK 5	Public Review	0	4	4	4	0	\$1,644.00
TASK 6	Mitigation Monitoring and Reporting Program	1	2	4	6	4	\$1,930.00
TASK 7	Public Hearings and Notice of Determination	0	6	2	6	0	\$1,962.00
	Sub-Total of Tasks	8	48	48	60	20	\$23,924.00
Administrative Expenses (i.e. Mileage, Copies, Project Administration).							\$5,000.00
TOTAL ESTIMATE (NOT TO EXCEED)							\$28,924.00

SECTION 6 STATEMENT OF QUALIFICATIONS

J.B. Anderson Land Use Planning is a full-service Land Use and Environmental Planning Firm Located in Ripon, California. Established in 1993, J.B. Anderson Land Use Planning has provided Land Use and Environmental Planning services in California through a host of Public Agencies and Municipalities. J.B. Anderson Land Use Planning Office is located at the following address: 139 S. Stockton Avenue, Ripon, California, 95366. All professional Land Use and Environmental Planning Services are provided from this office.

J.B. Anderson Land Use Planning has provided Land Use and Environmental Planning Services in various jurisdictions within the Central Valley and Sierra Nevada Foothills, including, Stanislaus, San Joaquin, Calaveras, Merced, Madera, Tuolumne, and Mariposa Counties. As a value-added component, our Firm offers clients a wide range of Land Use and Environmental Planning Services. We provide short and long-range Land Use Planning and Environmental services on Projects ranging from Public Works Improvements, Conditional Use Permits, to multi acre Master or Community Plans.

Our firm supports a highly educated and experienced staff with experience in Land Use Planning, Land Management, and environmental review and compliance in accordance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Continuity and knowledge earmarks our work for a positive humanitarian approach to growth and development in each jurisdiction we have the opportunity to provide our expertise in.

SERVICES AND AREAS OF EXPERTISE

PUBLIC POLICY OF CURRENT AND ADVANCED PLANNING

- Housing Elements
- AB 170 – Air Quality Elements
- AB 32 Compliance
- SB 375 Compliance
- Zoning Ordinance Amendments
- Specific Plans
- Community Plans
- Municipal Services Reviews
- Conditional Use Permits
- Variance Applications

CONTACT STAFF SERVICES

- Project Management and staffing for Current and Advanced Planning Projects
- staff Reports
- Public Outreach Programs
- Planning Commission/City Council Presentations

ENVIRONMENTAL PLANNING

- CEQA/NEPA Compliance Documents
- Technical Peer Review Assistance
- Air Quality Modeling and Permitting
- Green House Gas Emissions Evaluation

KEY PERSONNEL

John B. Anderson – President



Mr. Anderson holds a Bachelor of Science degree in National Resource Planning and B.A. in Geography with an emphasis in Cartography from Humboldt State University – Arcata, California. Mr. Anderson has extensive knowledge and understanding of the California Environmental Quality Act (CEQA), California Zoning and Development Laws, Surface Mining and Reclamation Act (SMARA), California Subdivision Map Act, Williamson Act, and California Government Code as well as over 29-years of experience in public

and private sector planning. Mr. Anderson’s experience is with preparation of Budgets, Investigation of planning regulations for Applications of planning regulations for current planning projects and on-going monitoring of legislative issues.

Employment History:

1993 to Present	J.B. Anderson Land Use Planning - President
1990-1993	Anderson Home - Forward Planner
1988-1990	Stanislaus County - Associate Planner
1984-1988	Tuolumne County - Planner III

Special Experience:

1990-1997	City of Ceres - Planning Commissioner (Chair for 2-terms)
1993-1997	City of Waterford - Planning Director
1997-1999	City of Livingston - Planning Director
2012-2015	City of Riverbank - Community Development Director

Mark Niskanen – Vice President



Mr. Niskanen holds a Bachelor's Degree from San Diego State University in Public Administration, with an emphasis in City and Regional Planning. With sixteen (16) years of professional planning experience in the Central Valley and Sierra Nevada Foothills, Mr. Niskanen is experienced and well versed in Federal, State, and Local Policies and Regulations related to land use development and environmental issues.

As Vice President, Mr. Niskanen is responsible for Project Management, and has worked on a variety of public agency land use and environmental planning projects. Currently, Mr. Niskanen serves as the Planning Manager for the City of Waterford and Contract Planner for the City of Oakdale. In this role, Mr. Niskanen is responsible for managing and processing Current and Advanced Planning Applications and Projects, including Cannabis related Use Permits, Specific Plan Amendments, and Annexations. Mr. Niskanen has also successfully prepared General Plan Housing Elements for the County of Mariposa, and Cities of Livingston, Riverbank, and Oakdale, all of which were adopted and certified by the California Department of Housing and Community Development. Mr. Niskanen has also prepared a variety of CEQA and NEPA documents, including Environmental Impact Reports, Negative Declarations, and NEPA compliance documents associated with Community Development Block Grant Projects.

Employment History:

2002 to Present	J.B. Anderson Land Use Planning – Vice President
2001-2002	URS Corporation - Environmental Planner

Special Experience:

2015-Present	City of Waterford - Community Development Director
2015-Present	City of Oakdale - City Planner
2002-2004	American Planning Association – California Chapter, Central Section Sub-Committee

David Niskanen – Associate Planner



Mr. David Niskanen holds a Bachelor's Degree from San Francisco State University in Urban Studies and Planning. While at San Francisco State University, David worked on a variety of projects, including a Secondary Housing Survey and Report of the City of San Francisco for the San Francisco Planning Department. David completed his internship with the City of Livingston and J. B. Anderson Land Use Planning and joined JBAP as an Assistant Planner at the end of 2013. In 2018, David was promoted to an Associate Planner at JBAP and is excited to continue his career as a planning professional.

As an Associate Planner, Mr. Niskanen is responsible for project management for land use and environmental planning projects for public and private sector clients, including zoning documents, CEQA projects, and land use entitlement processing. His other skills include air quality modeling using the California Emissions Estimator Model (CalEEMod), project organization and management. He also has experience working as a staff planner for the Cities of Lathrop and Waterford.

Employment History:

2013 to Present J. B. Anderson Land Use Planning – Associate Planner

Special Experience:

2015 to Present City of Lathrop and City of Waterford - Municipal Contract Planning and General Plan Housing Elements – 5th Cycle

Roman Acosta – Assistant Planner



Mr. Roman Acosta holds a Master’s Degree in Public Administration (MPA) with an emphasis in public policy and political theory from Northern Arizona University. In addition to his MPA degree, he holds two (2) Bachelor’s degrees from Syracuse University in Political Science and Philosophy. Through various internships, including one with a federal congressional representative, Mr. Acosta is experienced in local public policy, and various governmental regulations. On top of his seven (7) years in advanced education he has completed various classes through the University of California – Davis

Extension Land Use and Natural Resources Department including: Developing and Writing CEQA Documents; Redesigning the Zoning Ordinance; Writing for Engineer’s, Planners, and Policy Makers; Subdivision Map Act; and Vested Rights, Vesting Maps, and Development Agreements.

As an Assistant Planner, Mr. Acosta is responsible for many day-to-day planning related tasks. He has worked with a variety of public agencies, and has assisted in the preparation of policy documents including Housing Element for the County of Mariposa, City of Waterford, and the City of Los Banos. He provides support documentation and research analysis for his J.B. Anderson and Public Agency colleagues.

Employment History:

2016 to Present J. B. Anderson Land Use Planning – Assistant Planner

Special Experience:

2020 to Present City of Oakdale – staff Planner on-call

2016 to February 2019 City of Riverbank - staff Planner on-call

REPRESENTATIVE PROJECT EXPERIENCE

Per the Request for Proposal, the following provides a list and brief summary of our Firm's representative project experience as it relates to preparing CEQA compliance documents.

East F Street Corridor Specific Plan Amendment Supplemental Environmental Impact Report (EIR)

On behalf of the City of Oakdale, JBAP has been engaged to prepare a Supplement to a previously certified EIR for the proposed East F Street Corridor Specific Plan Amendment. The Proposed Project consists of a Specific Plan Amendment to amend various land use designations within a 187-acre Plan Area located in the eastern portion of the City of Oakdale (Stanislaus County). The Supplement to the previously certified EIR analyzes environmental topics such as Aesthetics, Greenhouse Gas Emissions, Land Use and Planning, Noise, and Transportation/Traffic. The Draft and Final EIR is anticipated to be certified by the City of Oakdale in Fall/Winter 2019.

Contact: Mr. Bryan Whitemyer
City Manager
(209) 845-3572
bwhitemyer@ci.oakdale.ca.us

River Pointe Subdivision Initial Study/Negative Declaration (IS/ND)

On behalf of the City of Oakdale, JBAP prepared an IS/ND for a Project known as River Pointe in the City of Oakdale. The River Pointe Subdivision consisted of a Rezone from R-A, Residential Agricultural to PD, Planned Development, Design Review, Tentative Parcel Map and a Vesting Tentative Subdivision Map to subdivide 4.98 acres into twenty-one (21) single-family residential lots and two (2) common lots: a 27,030 sq. ft. common area and a 4,742 sq. ft. landscape area. An existing residence and two (2) buildings are to remain on a 1.22 acre parcel. The subdivision is planned to be private gated community with a HomeOwners Association (HOA) to manage the private streets and all common areas. The Proposed Project was approved by the Oakdale City Council in June 2017.

Contact: Mr. Bryan Whitemyer
City Manager
(209) 845-3572
bwhitemyer@ci.oakdale.ca.us

Oak Leaf Meadows Multi-Family Residential Project Initial Study/Negative Declaration (IS/ND)

On behalf of the City of Oakdale, JBAP prepared an IS/ND for a Project known as the Oak Leaf Meadows Multi-Family Residential Project. The Proposed Project consisted of a request by Visionary Home Builders of California for a General Plan Amendment and Rezone to allow for the development of fifty-six (56) multi-family residential units, a 5,000 square foot community center, tot lot and play area, and a day care/head start facility on a 3.29-acre site. The project is proposed to accommodate lower income households and was approved by the Oakdale City Council in 2018.

Contact: Mr. Bryan Whitemyer
City Manager
(209) 845-3572
bwhitemyer@ci.oakdale.ca.us

Edgewater Estates Initial Study/Negative Declaration (IS/ND)

On behalf of the City of Waterford, JBAP has been engaged to prepare an IS/ND for a single-family residential subdivision in the City of Waterford known as Edgewater Estates. The Edgewater Estates Subdivision consists of a Rezone and Subdivision Map to allow for the development of seventy-five (75) single-family residential lots. The Proposed Project's IS/ND was adopted by the City of Waterford in 2019.

Contact: Mr. Mike Pitcock
City Manager
(209) 874-2328
mpitock@cityofwaterford.org

Nur Al-Huda Academy Commercial Site Plan Review Initial Study/Negative Declaration (IS/ND)

On behalf of the City of Manteca, JBAP has been engaged by the City of Manteca Community Development Department to prepare an Initial Study/Negative Declaration for a project known as the Nur Al-Huda Academy, located in the City of Manteca. JBAP staff is responsible for preparing the Proposed Project's CEQA compliance documents in addition to the Indirect Source Review documents in compliance with the San Joaquin Valley Air Pollution Control District. The Proposed Project was approved by the City's Planning Commission in 2019.

Contact: Ms. Mallorie Fenrich
Assistant Planner
(209) 456-8514
mfenrich@ci.manteca.ca.us



FEE RATE SCHEDULE for Private Clients

February 2021

STAFF MEMBER	TITLE	HOURLY RATE
John B. Anderson	President	\$220.00/Hour
Mark Niskanen	Vice President/Senior Planner	\$192.00/Hour
	Senior Planner	\$165.00/Hour
David Niskanen	Associate Planner	\$126.00/Hour
Roman Acosta	Assistant Planner	\$93.00/Hour
Lori Postma	Administrative Assistant	\$66.00/Hour

Note Terms of Payment: Client shall pay Consultant in full for all charges and expenses set forth in each invoice within ten (10) days of the date of the invoice. If the Client fails to pay all amounts owed within this ten (10) day period, the Client shall pay a late charge on the unpaid balance at the rate of twenty percent (20%) per annum. Rates are subject to change upon a thirty (30) day notice.