

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, 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 described in Exhibit A of the Design Professional Service Agreement entitled “University Industrial Park General Plan Amendment and Rezone CEQA Scope of Work and Cost Estimate,” specifically, the section entitled, “Project Understanding” (hereinafter referred to as the “Project”); 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; PERFORMANCE.

A. Consultant shall furnish the following services: Consultant shall provide the planning environmental services described in Exhibit “A” attached hereto.

B. No additional services shall be performed by Consultant unless approved in advance in writing by 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 Consultant.

C. In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

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, City and 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 City to 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. 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 Two-Hundred Ten Thousand, Four Hundred Eighty-Six Dollars \$210,486.

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by 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., prepared by Consultant in the course of providing the services performed pursuant to this Agreement shall be the property of City, and Consultant hereby agrees to deliver the same to 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 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 City for a minimum of three

(3) years, or for any longer period required by law, from the date of final payment to 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 City.

8. INDEPENDENT CONTRACTOR.

A. Consultant is and shall at all times remain as to City a wholly independent Consultant. The personnel performing the services and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Merced Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents.

B. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's

personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

C. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subconsultants providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent consultants in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

9. INDEMNITY.

A. Indemnity for Design Professional Services. In connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent consultants in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of its professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph A (above) of this Section 9, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 9.B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

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 (\$100,000.00) 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 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 (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage.
- (iii) 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 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 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 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) 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 (\$1,000,000.00). Architects and engineers' coverage is to be endorsed to include contractual liability.

E. Cyber Liability Insurance. Consultant shall obtain and maintain Cyber Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence or claim, One Million Dollars (\$1,000,000) aggregate.

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information **or personally identifiable information (PII)**, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations. Cyber Liability insurance must be maintained, and evidence of insurance shall be provided to CITY for at least two (2) years after completion of work under this Agreement.

F. 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).

G. Certificate of Insurance. Consultant shall complete and file with 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. 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 work", 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. 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 Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by 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. PERS COMPLIANCE AND INDEMNIFICATION.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants, and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent consultants in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

13. RELEASE OF INFORMATION.

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

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

To City: City of Merced
 678 West 18th Street
 Merced, California 95340
 Attention: City Manager

To Consultant: J.B. Anderson land Use
 139 S. Stockton Ave.
 Ripon, Ca 95366
 Attention: Mark Niskanen

15. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by 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 Consultant under this Agreement will be permitted only with the express written consent of City.

16. TERMINATION FOR CONVENIENCE OF CITY. City may at any time, for any reason, with or without cause, terminate this Agreement 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, 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.

17. LEGAL RESPONSIBILITIES.

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

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

C. 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 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 City in connection therewith.

18. 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.

19. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.

A. 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.

B. 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 City are not binding upon City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

20. 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.

21. DEFAULT OF CONSULTANT.

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

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

notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

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

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

24. 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.

25. 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.

26. 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.

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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: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 2/6/2024
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

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

BY: _____
(Signature)

Mark Niskanen
(Typed Name)

Its: _____
Vice President
(Title)

Taxpayer I.D. No. _____

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

TELEPHONE: 209-599-8377

FAX: _____

E-MAIL:

mark@jbandersonplanning.com

City of Merced

University Industrial Park General Plan Amendment and Rezone CEQA Scope of Work and Cost Estimate

August 19, 2025 and as revised October 10, 2025 and November 18, 2025 and December 2, 2025 and
January 8, 2026

PROJECT UNDERSTANDING

J.B. Anderson Land Use Planning is pleased to present this scope of work and cost estimate for the preparation of CEQA compliance documents for the University Industrial Park General Plan Amendment and Rezone, hereinafter referred to as the "Proposed Project."

The Proposed Project consists of a General Plan Amendment and Rezone of approximately eighteen (18) parcels totaling 375.87-acres from Industrial land uses to a combination of residential, business park, and commercial, within the southern area of the City of Merced along the Campus Parkway corridor. No new physical development is proposed at this time. The Proposed Project is generally bound by agricultural lands to the east, Campus Parkway to the west, State Highway 140 to the north, and Mission Avenue to the south. The exhibit below illustrates the Subject Properties included as part of the Proposed Project and their existing land use designation.

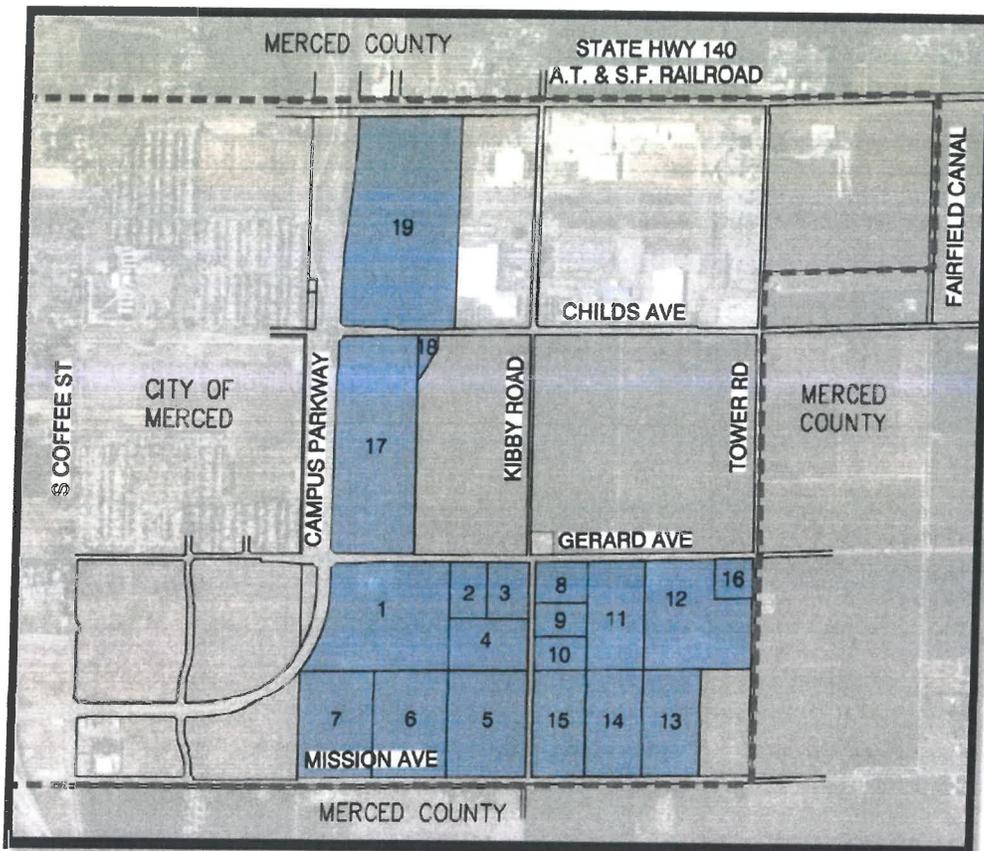


EXHIBIT A

Based on our review of the existing and proposed land use exhibits, along with email communication from Northstar Engineering, the following parcels will be included as part of the Proposed Project.

APN No.	Acres	Existing GP Land Use Designation	Proposed GP Land Use Designation
061-680-002	43.06	Industrial	Commercial
061-680-003	6.59	Industrial	Business Park
061-680-004	6.85	Industrial	Business Park
061-680-005	12.40	Industrial	Residential
061-680-006	25.60	Industrial	Residential
061-680-007	25.14	Industrial	Residential
061-680-008	25.31	Industrial	Residential
061-680-009	6.70	Industrial	Residential
061-680-010	5.53	Industrial	Residential
061-680-011	5.53	Industrial	Residential
061-680-012	19.26	Industrial	Residential
061-680-013	32.13	Industrial	Residential
061-680-017	19.41	Industrial	Residential
061-680-015	19.08	Industrial	Residential
061-680-016	17.60	Industrial	Residential
062-070-024	4.79	Industrial	Residential
061-710-004	30.77	Industrial	Commercial, Industrial, and Business Park
061-340-023	70.12	Industrial	Business Park
Total	375.87		

In addition, we understand Northstar Engineering has filed a formal application with the City of Merced for the Proposed Project and city staff is currently conducting their initial review of the application materials.

As part of the CEQA environmental review, various Technical Studies will be prepared to supplement the environmental analysis contained in the Initial Study. Based on discussions with City staff and the Applicant Team, the following technical studies will be prepared for the Proposed Project: Air Quality and Greenhouse Gas Emissions, Noise, Water Supply Assessment, Biological Assessment, and a Traffic Impact Study. For the purposes of this Proposal, it is assumed that the appropriate level of environmental review required is an Initial Study/Mitigated Negative Declaration (IS/MND). If at such time it is determined that an Environmental Impact Report (EIR) is required, a separate Proposal will be prepared. The scope of work provided below is based upon this assumption.

It is also assumed that Exhibits, including vicinity maps, location maps, etc. will be provided by Northstar Engineering.

TASK 1 BACKGROUND RESEARCH AND SB18/AB52 COMPLIANCE

Background Research: Various documents, most notably the City of Merced’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.

SB18/AB52 Compliance: JBAP Staff shall prepare and submit notifications to Native American Tribes in accordance with AB52. Native American Tribes will have ninety (90) days upon receipt of such letter to request consultation during the CEQA process and as related to the proposed General Plan Amendment.

Deliverables: Meeting Minutes of the Project Kick-Off Meeting shall be provided via email. SB18/AB52 letters and responses.

Meetings: There are no meetings anticipated for this task.

TASK 2 PROJECT DESCRIPTION

Upon completion of the Proposed Project’s 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 staff and the Applicant for review and comment. Upon review, any comments received by City staff and the Applicant will be incorporated, and the Project Description will be finalized.

Included as part of the Project Description will be development assumptions based on the proposed land use for each parcel. These assumptions will be based upon the permitted uses and development standards of the parcel’s proposed zoning designation. Prior to finalizing the Project Description, the development assumptions will be reviewed and approved by both City staff and the Applicant.

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

Meetings: There are no meetings anticipated 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 (IS) shall be prepared in accordance with Section 15063 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

JBAP also understands that various project specific technical studies will be prepared to supplement the Initial Study. Based on discussions with City staff, these technical studies include the following environmental topics: air quality and greenhouse gas emissions, biological resources, noise, traffic, and water supply. JBAP has organized a Project Team that will prepare these studies, and the costs of those studies is provided in the cost estimate included herein.

Administrative and Public Review Draft IS/MND: JBAP staff shall first prepare an Administrative Review Draft IS/MND for review by the City of Merced and the Applicant. The City staff and the Applicant shall each be provided one (1) electronic copy for review and comment. Upon review and comment, JBAP staff shall incorporate comments from the City and Applicant and prepare the Public Review Draft IS/MND.

It is assumed that the City will be responsible for all required public review notices and postings, as defined by CEQA Statute and Guidelines.

Deliverables: One (1) electronic copy each of the Administrative Draft and Public Review Draft Initial Study/Mitigated Negative Declaration. The number of hard copies shall be discussed and confirmed with the City of Merced.

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 MMRP AND NOTICE OF DETERMINATION

Upon completion of the public review period and responses to comments, and prior to any public hearings, JBAP staff shall prepare the Proposed Project's Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines.

JBAP staff shall coordinate with City staff to allow for approval of the Proposed 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 and City Council Public Hearings.

This task shall 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 and Merced County Clerk's Office within five (5) days of certification of the Project's CEQA compliance document.

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

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

Cost Estimate

The following cost estimate is an estimate of costs associated with preparing the Project's CEQA compliance documents, including the Proposed Project's applicable technical studies. JBAP staff will not exceed the estimate provided below without Client authorization.

University Industrial GPA and Rezone		President	Vice President	Senior Planner	Associate Planner	Admin Assistant	COST
		\$288	\$261	\$206	\$155	\$79	
Hourly Rate		HOURS					COST
TASK 1	Background Research and SB18/AB52 Compliance	0	4	8	16	2	\$5,330.00
TASK 2	Project Description	0	4	8	16	4	\$5,488.00
TASK 3	Initial Study	0	16	40	60	16	\$22,980.00
TASK 4	Public Review	0	8	8	16	8	\$6,848.00
TASK 5	MMRP and Notice of Determination	0	8	4	4	2	\$3,690.00
	Sub-Total of Tasks	0	40	68	112	32	\$44,336.00
	Technical Studies						
	Air Quality/Greenhouse Gas Emissions/Noise	-	-	-	-	-	\$39,500.00
	Water Supply Assessment	-	-	-	-	-	\$22,500.00
	Biological Resources	-	-	-	-	-	\$7,400.00
	Traffic Impact Assessment	-	-	-	-	-	\$76,750.00
	Administrative Expenses (i.e. Mileage, Copies, Project Administration). Also includes 10% Administration Charge for review of Applicant Submitted Technical Studies						\$20,000.00
	TOTAL CONTRACT AMOUNT						\$210,486.00

Timeline

For the purposes of the timeline presented below, we assume a notice to proceed will be issued on December 1, 2025. The timeline also provides a general overview of the CEQA process and timeline necessary to complete the CEQA compliance documents. Please note that the timeline below may need to be adjusted as the Applicant Team and City clarify the necessary technical studies (i.e. traffic, etc.) for the Proposed Project. Once a notice to proceed has been issued, JBAP will coordinate with the City and the Applicant Team to refine the timeline below.

Task No.	Task Description	Timeline
1	Background Research and SB18/AB52 Compliance	12/1/25 – 3/1/26
2	Project Description	12/1/25 – 1/15/26
3	Initial Study	1/15/26 – 4/15/26
4	Public Review	5/1/26 – 6/1/26
5	MMRP and Notice of Determination**	Summer 2026

Notes:
*SB18 requires a 90-day review period for tribal consultation.
**Filing of NOD is dependent upon Public Hearing dates selected by City of Merced staff.

Attachment A

Proposal from Illingworth & Rodkin, dated November 14, 2025

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality

429 East Cotati Avenue
Cotati, California 94931

Tel: 707-794-0400
www.illingworthrodkin.com

Fax: 707-794-0405
illro@illingworthrodkin.com

November 14, 2025

Mark Niskanen
Vice President
J. B. Anderson Land Use Planning
139 S. Stockton Avenue
Ripon, California 95366

VIA E-Mail: mark@jbandersonplanning.com

**SUBJECT: University North General Plan Amendment, Merced, CA
Proposal for Acoustical and Air Quality Consulting Services**

Dear Mark:

Thank you for inviting Illingworth & Rodkin, Inc. (I&R) to submit this proposal to prepare the noise and air quality assessments for the proposed mixed-use development located in the southern portion of Merced, California.

Based on our understanding, the Project consists of a General Plan Amendment (GPA) and Rezone of approximately eighteen (180) parcels totaling 404.67 acres from industrial land uses to a combination of residential, business park, and commercial, within the southern area of the City of Merced along the Campus Parkway corridor. No specific projects are proposed at this time. The Proposed Project is generally bound by agricultural lands to the east, Campus Parkway to the west, State Highway 140 to the north, and Mission Avenue to the south.

Since no new development has been identified, a program-level approach to the noise and air quality/greenhouse gas (GHG) studies is proposed. This approach identifies potential project impacts and mitigation measures that would apply to specifically identified development projects. Mitigation measures would be identified that would apply such that individual project studies could tier off of the program-level CEQA evaluation. Overall, plan-level impacts from operation would be addressed by modeling noise and air quality impacts from increased traffic.

Based on I&R's experience with similar projects and projects in this area, we offer the following scope of work and fee estimate.

Scope of Work – Noise/Vibration

I&R would complete the following tasks in the program-level noise and vibration impact assessment:

1. **Document Existing Noise Conditions.** I&R will perform a noise monitoring survey focused on the plan area and nearby sensitive land uses. The goal of the survey is to measure ambient noise levels at locations that may be developed with sensitive uses, as well as at existing sensitive land uses in the project area. We plan to conduct four long-term and six to eight short-term noise measurements at representative sites to establish the baseline noise environment.
2. **Prepare Existing and Future Noise Contours.** Existing and future noise contour data will be developed using information from the noise monitoring survey and traffic data supplied by the City. Traffic noise modeling for highways, primary arterials, and major collector streets will be performed with SoundPLAN, a 3D noise modeling software. SoundPLAN files can be imported directly into a GIS database. Noise contour maps will be created based on Ldn in 5-decibel increments. The future noise contour map will reflect the full plan buildout. Noise from construction activities and project-related traffic will be estimated at nearby sensitive land uses.
3. **Prepare a Noise Assessment.** The noise and land use compatibility of sensitive uses proposed in the Plan will be evaluated based on future noise level projections from the noise contours. We will review the Plan to identify potential noise conflicts with existing or planned uses nearby. The impact assessment will also analyze possible noise effects from the Plan project, whether temporary or permanent. Additionally, we will assess the likelihood of off-site noise impacts related to the project, such as construction noise affecting nearby residences or increased traffic noise along streets serving the plan area. Noise impacts will be evaluated in accordance with applicable City policies and relevant CEQA significance criteria.
4. **Mitigation Measures.** Mitigation measures will be presented to reduce potentially significant noise impacts caused by the construction and operation of the project. If future noise levels are predicted to exceed the noise and land use compatibility standards set by the City, we will identify noise controls to include in the plan to lower noise levels to acceptable standards.
5. **Cumulative Noise Impacts.** Noise impacts from the cumulative development of the Plan area will be assessed. Mitigation measures will be recommended to reduce any significant cumulative effects, where appropriate.

Scope of Work – Air Quality/GHG

Primary air quality issues associated with the project would be health risk impacts associated with project construction on existing nearby receptors, as well as future receptors. The Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI) developed by the San Joaquin Valley Air Pollution Control District (SJVAPCD) would be used to assess the air quality and GHG impacts of the proposed project. The following tasks would be conducted to address project air quality and GHG impacts:

1. **Compute Air Pollutant Emissions.** Based on available land use and traffic information, the latest version of the California Emissions Estimator Model (CalEEMod) would be used to compute air pollutant and GHG emissions. Since construction information in terms of schedule and activity would not be known, only operational emissions would be predicted.
2. **Assess Construction and Operational Emissions.** Construction and operational period emissions from individual projects would be addressed qualitatively. Impacts for future projects within the University North GPA would be described using the SJVAPCD's small project analysis levels. Projects that would exceed these levels would be considered potentially significant and subject to mitigation measures that reduce emissions.
3. **Evaluate Health Risk Impacts.** Projects constructed under this plan have the potential to result in health risk impacts. Primary impacts would be from construction activities that result in emissions of diesel exhaust. These impacts would be addressed qualitatively, since individual projects are not proposed at this time. A health risk assessment is not proposed since specific information to conduct any modeling would not be available. Mitigation measures that would reduce such impacts would be identified.
4. **Evaluate GHG Impacts.** State, local, and City GHG plans and policies will be described. GHG impacts associated with the project would be assessed by evaluating the consistency of plan development with State goals to reduce GHG emissions in 2030 and become carbon neutral by 2045. The results of this assessment would rely on traffic studies that include an assessment of vehicle miles traveled. Development standards would be identified that are consistent with State goals to reduce GHG emissions.
5. **Identify Mitigation Measures.** Reasonable and feasible mitigation measures to reduce any significant air quality or GHG impacts would be identified and evaluated. A list of reasonable and feasible dust control measures would be developed to reduce construction air quality impacts and, if necessary, measures to reduce construction health risk or GHG impacts to acceptable levels. Project design features (e.g., MERV filtration) would also be identified and evaluated if necessary.

Deliverables and Schedule

The analysis results will be submitted in our standard report format. The reports will include appropriate tables, graphics, results, and information about any proposed mitigation measures. Responses to administrative comments will also be provided.

We estimate we can complete our reports within 6 to 8 weeks of receiving all necessary data for the analyses.

Budget Estimate

I&R's fee for completing the noise and air quality technical analyses is listed below. Additional services, such as meetings, attending public hearings, conducting extra technical analyses, or responding to public comments, will be provided if needed under a separate or amended

agreement. Attachment A describes our hourly billing rates and insurance coverage. Attachment B is our standard service agreement to be signed unless a different agreement is provided.

Task	Cost
Noise and Vibration Assessment	\$23,000
Air Quality, Health Risk, and GHG Assessment	\$16,500
TOTAL	\$39,500



Thank you for the opportunity to submit this proposal. We look forward to working with you.

Sincerely,

James Reyff
Principal Consultant
ILLINGWORTH & RODKIN, INC.

Attachment A: Hourly Billing Rates and Insurance Coverage



429 East Cotati Avenue
Cotati, California 94931

Tel: 707-794-0400
www.illingworthrodkin.com

Fax: 707-794-0405
illro@illingworthrodkin.com

ATTACHMENT A: 2025 HOURLY BILLING RATES

Our fees are based on the following schedule of hourly rates:

Principal	\$250/hour
Senior Consultant	\$225/hour
Consultant	\$210/hour
Staff Consultant	\$195/hour
Technical/Admin Support	\$140/hour

Rates are subject to change on an annual basis. Document reproduction and shipping at cost. Mileage at IRS allowable rate; currently \$0.70.

INSURANCE COVERAGE

GENERAL LIABILITY in the amount of \$2,000,000 per occurrence/ \$4,000,000 aggregate.

WORKERS COMPENSATION covering our own employees in the amount of \$1,000,000 per occurrence.

AUTO (OWNED & NON OWNED) covering personal injury or death and property damage in the amount of \$1,000,000 per claim.

PROFESSIONAL LIABILITY in the amount of \$2,000,000 per claim and \$2,000,000 annual aggregate.

Limitation of Liability. To the maximum extent permitted by law, Illingworth & Rodkin, Inc. requests that the Client agrees to limit Illingworth & Rodkin, Inc.'s liability for Client damages to the sum of \$250,000 or our fee, whichever is greater. This limitation shall apply regardless of the cause or legal theory asserted.

UMBRELLA LIABILITY in the amount of \$2,000,000 per occurrence and aggregate.

Certificates of insurance will be issued upon request.

INVOICING AND PAYMENTS

I&R submits monthly progress billing invoices by the 15th of each month, for the prior month's services. Invoices are submitted directly via email in pdf format, to the email address provided by the client. ***Special invoicing requirements may result in administrative costs, billed at a rate of \$125/hour, in addition to the proposed budget.***

I&R accepts payment in the form of cash, paper check, or credit card. ***I&R does not accept ACH/Electronic payments, or any other form of payment via 3rd party vendors or client portals.***

Attachment B

Proposal from Provost & Pritchard, dated November 13, 2025

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

November 13, 2025

Mark Niskanen
J.B. Anderson Land Use Planning
139 S. Stockton Ave
Ripon, CA 95366

Subject: Engineering Services to prepare a Water Supply Assessment for the University North General Plan Amendment and Rezone, Merced, California

Dear Mr. Niskanen:

Thank you for the opportunity to submit this proposal to provide engineering to prepare a Water Supply Assessment (WSA) in accordance with the requirements of California Water Code Sections 10910, et seq, for University North General Plan Amendment and Rezone (Proposed Project) in the City of Merced (City). This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables, and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

PROJECT UNDERSTANDING

The Proposed Project consists of a General Plan Amendment and rezone of approximately eighteen (180) parcels totaling 404.67-acres from Industrial land uses to a combination of residential, business park, and commercial, within the southern area of the City of Merced along the Campus Parkway corridor. No new physical development is proposed at this time. The Proposed Project is generally bound by agricultural lands to the east, Campus Parkway to the west, State Highway 140 to the north, and Mission Avenue to the south.

Overall water supply for the various parcels will be provided from the City's municipal system utilizing local groundwater supplies. This WSA will serve multiple purposes. It will evaluate the project's overall water demand, based on standard demand factors for the project components. This demand will be expressed in terms of Average Annual Demand for normal, dry and multiple-dry water years, over a 20-year planning horizon. The WSA will evaluate the City's ability to meet the project's water demand in addition to other existing and planned demands, using current and planned water supply resources. Deficiencies in current or future supplies will be identified and reported, if applicable.

Distribution system details, including supply of Max Day and Peak Hour demands, are beyond the scope of a WSA and will not be addressed.

SCOPE OF SERVICES

Our proposed scope of work for this proposal will be conducted in one phase, described below.

PHASE WSA: WATER SUPPLY ASSESSMENT

We will complete the following tasks to prepare a draft Water Supply Assessment compliant with the requirements of State Water Code Section 10910, et. seq.,

https://us-partner-integrations.egnyte.com/msoffice/wopi/files/11f8ae53-09cd-4a68-9366-669d9a2936e8/WOPIServiceld_TP_EGNYTE_PLUS/WOPIUserid_288.ppeng.egnyte.com/Merced GPA & Rezone_Proposal.docx

Engineering • Structural • Geostructural • Surveying • Planning • Environmental • GIS • Construction Services • Hydrogeology • Consulting
Clovis • Visalia • Bakersfield • Modesto • Los Banos • Chico • Sacramento • Sonora • San Luis Obispo • Riverside • Camarillo • Boise, ID

TASK 1 ANNUAL WATER DEMAND

Using the proposed site plan, project description, and annual unit water use data included in the Merced 2020 Urban Water Management Plan (UWMP), 2014 Merced Water Master Plan (WMP), or other appropriate unit water demand factors or per capita water use data, we will determine average annual water demands for the Project. We will also determine the water demands for a single dry year and multiple dry years at five-year intervals to 20 years in the future, based upon the UWMP and phase build-out estimates from the Project Proponent's representative(s).

TASK 2 DETERMINE APPLIED WATER FOR EXISTING LANDS

Using information from the UWMP, existing water demands will be determined for the City as a whole and for the area within the Project boundaries. It is anticipated these demands will be derived from land use demand factors discussed and validated in the City of Merced Water Master Plan, or other accepted unit water demand data.

TASK 3 WATER SUPPLY

Using information from the UWMP regarding reliability and adequacy of supply sources to meet current and future demands within the City's Sphere of Influence, the various water supplies available to the City will be analyzed and summarized. Deficiencies, if any, will be noted.

TASK 4 PREPARE WATER SUPPLY ASSESSMENT REPORT

Prepare a draft report summarizing results of this investigation, including tables and exhibits that summarize anticipated water demands, water source availability during the critical dry year and during the driest three consecutive years of record; develop location and study area exhibits; together with cost estimates; and evaluate urban water use policies as stated in the UWMP for conformance with Water Code requirements; all as required by the Water Code.

TASK 5 INITIAL REPORT REVISIONS

Provide up to two revisions of the WSA, based on comments from the City of Merced. Issue final report in electronic form for adoption by the City.

TASK 6 ADDITIONAL REPORT REVISIONS

Any additional water demand calculations and report revisions after completion of Task 5 will be billed on a time and materials basis, in addition to the fixed fee stated in this proposal.

DELIVERABLES

The WSA will be delivered to the City in electronic (PDF) form. Once the report is approved by the City staff for final issuance, we can produce a hard-copy version of the report with all exhibits reproduced in color, if requested.

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in this Phase for the fixed fee amount of \$22,500. These services will be invoiced monthly, on a percent-complete basis. Reimbursable Expenses are included in the Fixed Fee amount stated.

SCHEDULE

Once we receive an executed copy of this Proposal and are authorized to proceed, we can prepare the draft WSA for initial submittal in approximately 45 to 60 calendar days. Review time is beyond our control. If an additional submittal is required it can be completed and re-submitted ten calendar days after comments are received.

ASSUMPTIONS

This proposal includes the following assumptions:

- Data is available from the City and/or project proponent's team on mapping, land use, and water supply availability.
- City staff is available to answer questions during the initial investigation and to review and comment on the draft reports.
- City staff will submit this Water Supply Assessment to the City Council for approval.
- Draft reports will be sent electronically (email or FTP).
- The report will rely on the 2020 Urban Water Management Plan and the City of Merced Water Master Plan. If timing of the project is delayed, it will rely on the 2025 Urban Water Management Plan Update rather than the 2020 plan.
- The area to be evaluated includes 18 parcels covering about 405 acres.
- The area to be evaluated lies within the Merced city limits and the area covered by the City's Urban Water Management Plan.

ADDITIONAL SERVICES

The following services are not included in this proposal, however, these and others can be provided at additional cost, upon request.

- Maximum day and peak hour supply evaluations.
- Water infrastructure investigations.
- Correspondence or meetings with City to discuss impacts and solutions.
- Additional investigations required to address concerns or questions raised by project opponents, or the Project Proponent.
- Additional work required to address changes in any governmental ordinances, codes, policies, procedures or requirements established after the date of this agreement.
- Assisting with the identification and securing of water supply for this development.
- Re-evaluating project impacts because of changes/modifications to assumptions.
- Presentations at any public meetings, public hearings or City Council meetings.

TERMS AND CONDITIONS

In order to convey a clear understanding of our mutual responsibilities under this proposal (or amendment), our standard Consultant Services Agreement is attached. Please sign both of these documents and mail or email a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group



Sara Allinder, Principal Planner
Director of Operations



Owen Kubit, PE, 66552
Project Manager

TERMS AND CONDITIONS ACCEPTED

By J.B. Anderson Land Use Planning

Signature

Printed Name

Title Date

CONSULTANT SERVICES AGREEMENT

CSA NO:

J.B. Anderson Land Use Planning

Client/Agency

Mark Niskanen

Attention

Mark Niskanen

Bill to

139 S. Stockton Ave

Billing Address

Ripon, CA 95366

City, Zip Code

Water Supply Assessment for the University North
General Plan Amendment and Rezone

Project Title

25-846

Proposal No.

209-599-8377

Telephone

Fax

mark@jbandersonplanning.com

Email

City of Merced, California

Location

DESCRIPTION OF SERVICES

See attached proposal dated November 13, 2025 "Engineering Services to prepare a Water Supply Assessment for the University North General Plan Amendment and Rezone, Merced, California"

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant

https://us-partner-integrations.egnyte.com/msoffice/wopi/files/27d76457-0a78-4a70-9438-221cfb437fb2/WOPIServiceId_TP_EGNYTE_PLUS/WOPIUserId_288.ppeng.egnyte.com/Merced GPA & Rezone_CSA.docx

shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client indemnities") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and

against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 12.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. **Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.**

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the

Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 31.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California. The Client agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Fresno, State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.

38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

_____	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
Client/Agency	_____
_____	
By	By
_____	Sara Allinder, Principal Planner
Name	Name
_____	Director of Operations
Title	Title
_____	11/13/2025
Date Signed	Date Signed

Attachment C

Proposal from Moore Biological Consultants, dated November 17, 2025

MOORE BIOLOGICAL CONSULTANTS

November 17, 2025

Mr. Mark Niskanen
J.B. Anderson Land Use Planning
139 S. Stockton Avenue
Ripon, CA 95366

SUBJECT: "UNIVERSITY NORTH GENERAL PLAN AMENDMENT AND REZONE", MERCED, CALIFORNIA: SCOPE OF WORK FOR BIOLOGICAL ASSESSMENT

Dear Mark:

Thank you for asking Moore Biological Consultants to assist with this project in Merced. An understanding of the appropriate and necessary biological consulting services was primarily gained through past work in the greater project vicinity for a variety of development, infrastructure, and agricultural projects, review of project maps and aerial photographs, and discussions with Northstar Engineers. This letter describes the anticipated work scope and costs for preparing a Biological Assessment (BA).

The good news is the site appears well suited for annexation and development. Orchards are usually biologically unremarkable, generally lacking wetlands and providing only low-quality habitat for a limited variety of wildlife such as common birds. Unfortunately, leveled intensively cultivated fields do provide foraging habitat for Swainson's hawk; hopefully there are some cost-effective mitigation options available to offset the conversion of Swainson's hawk foraging habitat to development.

The BA is intended to support the upcoming California Environmental Quality Act (CEQA) review that will be undertaken by the City of Merced. As a first step, a species list will be obtained from the U.S. Fish and Wildlife Service (USFWS) to identify any sensitive plant and wildlife species, as well as any critical habitats, that have the potential to occur in or near the project site. A query of California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database will

also be conducted to determine the locations of special-status plant and wildlife species and sensitive habitats within the project vicinity.

We will conduct a field survey of the site to identify and describe vegetation communities and plant and wildlife species, and search for suitable habitat for or presence of special-status species within the site. The findings will be presented in the BA, which will describe on-site habitats and biological resources, with a focus on wetlands and special-status species, will identify potentially significant impacts to biological resources from the project, and include mitigation recommendations to reduce potential project impacts to a less than significant level. Maps, aerial photographs, and ground-level photographs will be included to provide a comprehensive understanding of site conditions and habitats.

We will include an "Aquatic Resources" exhibit in the BA, similar in format to a wetland delineation map. We do not see a need for a wetland delineation in support of the annexation, which is excluded from this scope of work. We are happy to conduct a wetland delineation if you think it is appropriate at this time, and would need a change order for that out-of-scope task.

The estimated cost for the BA is not-to-exceed \$7,400.00, to be billed on a time and materials basis. This cost includes 16 hours at \$240.00/hour for Principal Biologist, 16 hours at \$160.00/hour for Biologist, 5 hours at \$160.00/hour for GIS Specialist, and \$200.00 in expenses. We do not envision a need for consultation with agency staff, which is excluded from this scope of work. We can complete the BA within a month of receiving authorization to proceed.

Thank you again for asking Moore Biological Consultants to prepare this work scope and cost proposal. Please call me at (209) 745-1159 with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be "Diane S. Moore".

Diane S. Moore, M.S.
Principal Biologist

Attachment D

Proposal from Fehr and Peers, dated November 14, 2025



November 14, 2025

Mark Niskanen
Vice President
J.B. Anderson Land Use Planning
139 South Stockton Avenue
Ripon, CA 95366

Subject: Proposal to Prepare a Transportation Impact Analysis for the University North GPA and Rezone project in Merced, CA

Dear Mark:

This letter presents Fehr & Peers' proposal to prepare a Transportation Impact Analysis (TIA) for the proposed University North General Plan Amendment and Rezone project in southeastern Merced, CA. The proposed project includes a number of parcel rezones, including residential, business park, commercial and industrial uses. The project area is generally bound by Campus Parkway, Mission Avenue, State Route 140 and the Fairfield Canal.

The following presents our proposed scope of work, schedule, and fee for the TIA.

Scope of Work

Task 1: Vehicle Miles Traveled (VMT) Assessment

Fehr & Peers will review the latest version of the MCAG travel demand model and prepare a VMT analysis in accordance with the City's traffic study guidelines.

Task 1.1: VMT Analysis

Fehr & Peers will update the land use input files for the Base Year and Cumulative Year scenarios based on the Project description; our review of the current model files indicates that some development is considered in the project area, but updates will be necessary to bring the files up to date. We will also review the land use files for other projects such as the Virginia Smith Trust project. The updated land use files will be loaded into the model, and Base Year Plus Project and Cumulative Year Plus Project model runs will be completed. Baseline Plus Project VMT metrics will be interpolated. The VMT analysis will follow the methodology outlined in typical practices for the City.



Task 1.2: VMT Mitigations

Mitigation measures will be proposed if the Project results in a significant VMT impact. Fehr & Peers will utilize TDM+, a tool that estimates a percent reduction in VMT due to application of Transportation Demand Management strategies. TDM+ incorporates the effects of numerous land use and design strategies as well as various travel incentives and disincentives. The VMT reductions applied in TDM+ are based on strategies identified in the *2022 California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*.

Task 2: Level of Service Analysis

Fehr & Peers will prepare a Transportation Impact Study based on the City's typical traffic study methods, to be confirmed by City staff.

Task 2.1: Data Collection

The zoning contemplated in the project includes a mix of residential, business park, commercial and industrial uses. Accordingly, these trips are likely to be broadly distributed along the various roadways in the study area. Given the proximity to SR 140 and SR 99, it is likely that Caltrans will review the outcomes of the transportation analysis under the guise of the Intersection Safety and Operational Assessment Process (ISOAP), particularly for intersections along the State Highway System. This scope presumes that 10 intersections would be required for analysis and that these intersections would be focused on the periphery of the Plan area and/or external to the GPA area; these intersections will be confirmed with City staff.

Fehr & Peers will collect intersection turning movement counts for weekday morning (7:00 AM to 9:00 AM) and weekday evening (4:00 PM to 6:00 PM) peak periods at up to 10 study intersections. We will also review the latest 5 years of collision data at study intersections on the State Highway System and calculate crash rates and compare to published statewide averages. Signal timing data, where needed, will be requested from the relevant departments at the City, County of Merced and/or Caltrans District 10.

Task 2.2: Trip Generation, Distribution, and Assignment

Fehr & Peers will estimate the expected weekday daily, morning peak hour, and evening peak hour trip generation for the proposed Project using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 12th Edition* and the MXD+ methodology as applied in the MainStreet software package. MXD+ will take into account the mix of uses on-site. Including internal site interaction. This will result in a substantial reduction in trip generation versus the ITE-only calculation.



Fehr & Peers will utilize available MCAG travel demand model data to develop preliminary Project trip distribution percentages and intersection turning movements at the proposed study intersections. We will share this information with City staff via email to finalize the study intersection list, consistent with the City's guidelines.

Task 2.3: Level of Service (LOS) Analysis

Fehr & Peers will calculate weekday morning and evening peak hour LOS intersection operations for the 10 study intersections noted in Task 2.1. The analysis will be performed using the Synchro software or Sidra software (roundabouts) using methodologies from the *Highway Capacity Manual, 7th Edition*. The following scenarios will be evaluated:

- Existing No Project
- Existing Plus Project
- Cumulative No Project
- Cumulative Plus Project

Plus Project scenario traffic volumes will be based on the trip generation, trip distribution and trip assignment task described above. Cumulative scenario traffic volumes will be prepared using data from the MCAG travel model.

Plus Project scenario operations will be compared to the No Project scenarios to assess if the Project results in new deficiencies using criteria identified in the *City of Merced General Plan*. If new deficiencies are found, Fehr & Peers will identify potential improvement measures to remedy deficiencies.

Task 3: Specific Plan Multimodal Circulation Review

The proposed site plan will be reviewed to evaluate multimodal site access and on-site circulation. Specifically, we will review the project site plan in terms of:

- Recommendations for roadway sizing (extrapolating from current Specific Plan and trip generation changes from Task 2).
- Emergency vehicle access and circulation
- Pedestrian access and circulation within and adjacent to the site
- Bicycle access and circulation within and adjacent to the site
- Transit access adjacent to the site

We will provide information to answer the other three non-VMT CEQA Transportation checklist questions regarding multimodal consistency, hazardous features, and emergency vehicle access.



Task 4: Documentation

Fehr & Peers will summarize findings from the VMT assessment, LOS analysis, and multimodal circulation review described in Tasks 1-3 in a Transportation Impact Analysis Report for Project team and City staff review and comment. We propose the following deliverables:

- Draft Transportation Impact Analysis Report for project team and City staff review and comment (assumes one round of consolidated comments and up to 16 hours of staff time to prepare the final TIA)
- Final Transportation Impact Analysis Report

Additional effort to respond to comments or prepare additional drafts of the report can be accommodated on a time-and-materials basis, subject to a scope and budget amendment.

Task 5: Project Coordination and Meeting Attendance

Fehr & Peers will keep J.B. Anderson Land Use Planning informed over the course of the Project as to the status of the analysis. Our proposal includes participation in up to two Project team conference calls which could also include coordination with City staff and attendance at up to two Planning Commission or City Council meetings. If requested, Fehr & Peers can attend additional meetings not included in this proposal on a time and materials basis.

Schedule & Fee Estimate

Fehr & Peers will submit a draft technical report from Task 5, within eight weeks of receipt of a Notice to Proceed and receipt of intersection counts.

We will perform the above Tasks 1 through 5 for a fee of \$76,750, of which \$3,000 is for new data collection. Our detailed budget estimate is included in Attachment A. We will conduct this work on a time-and-materials basis, not to exceed this budget limit without your prior authorization. Invoices will be submitted monthly for services rendered and are due and payable upon receipt.

If the terms of this proposal are acceptable to you, please send us a contract to review. Please contact Ian Barnes at i.barnes@fehrandpeers.com if you have any questions on this scope and proposal. We look forward to working with you on this project.

Mark Niskanen, J.B. Anderson Land Use Planning
November 14, 2025
Page 5 of 5



Sincerely,

FEHR & PEERS

A handwritten signature in blue ink, appearing to read 'Ian Barnes'.

Ian Barnes, PE
Principal

P25-6458-WC

Attachment:
Fee Estimate

Fee Proposal for the University North GPA and Rezone Project in Merced, California

Tasks	Fehr & Peers					Labor Hours	Direct Costs	Total
	Project Manager	Principal-In-Charge	Planner/Engineer	Graphics	Admin			
Task 1 - Vehicle-Miles Traveled (VMT) Assessment	\$220	\$340	\$190	\$180	\$175			
Task 1.1 - VMT Analysis	8	2	40		6	56	\$780	\$11,870
Task 1.2 - VMT Mitigations	4	1	8		2	15	\$220	\$3,310
Task 2 - Level of Service Analysis								
Task 2.1 - Data Collection	2		6		1	9	\$3,120	\$4,875
Task 2.2 - Trip Generation, Distribution, Assignment	8	1	8		2	19	\$280	\$4,250
Task 2.3 - LOS Analysis								
Existing No Project	8	1	40		6	55	\$750	\$11,500
Existing Plus Project	8	1	12		3	24	\$340	\$5,245
Cumulative No Project	8	1	24		4	37	\$520	\$7,880
Cumulative Plus Project	8	1	12		3	24	\$340	\$5,245
Task 3 - Specific Plan Multimodal Circulation Review	4	1	8		2	15	\$220	\$3,310
Task 4 - Documentation								
Draft Report	24	2	16	4	6	52	\$750	\$11,520
Final Report	8	2	4	2	2	18	\$270	\$4,180
Task 5 - Meetings and Conference Calls	2	8			1	11	\$230	\$3,565
Total for Scope Tasks 1-5	92	21	178	6	38	335	\$7,820	\$76,750

Notes:

This fee proposal is valid for a period of 30 days from the proposal submittal date.

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee

Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown