

**SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES
(Design Professional)**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this 28th day of APRIL, 2015, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Stantec Consulting Services, Inc., a New York Corporation, whose address of record is 200, 10160 – 112 Street, Edmonton AB, Canada T5K 2L6, ("Consultant").

WHEREAS, City is undertaking a project to prepare Sewer Master Plan for the City of Merced ("Project"); and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated April 1, 2013 and a First Amendment to said Agreement dated June 16, 2014 ("First Amendment"); and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

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

1. Section 23, "ADDITIONAL SCOPE OF SERVICES," is hereby added to the Agreement to read as follows:

"23. ADDITIONAL SCOPE OF SERVICES. The Scope of Services is amended in accordance with the changes outlined in Exhibit 1 attached hereto."

2. Section 24, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"24. ADDITIONAL COMPENSATION. The City shall pay to Consultant the not to exceed additional sum of Three Hundred Twenty-Four Thousand Dollars (\$324,000.00) for the additional services described in Exhibit 1 and in accordance with the fee schedule set forth on Exhibit 1, attached hereto."

3. Except as herein amended, the Agreement dated April 1, 2013 and First Amendment dated June 16, 2016, shall remain in full force and effect.

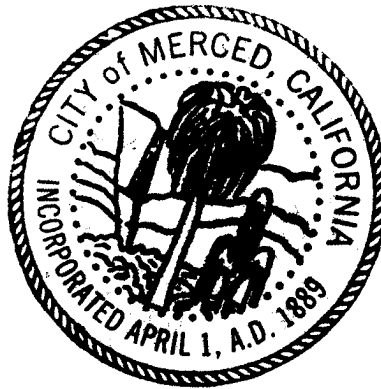
IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: John M. Bramble
City Manager

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: Michelle 4/28/15
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: K. Lopez 4/10/15
City Attorney Date

V-16324
213469 PO # 109009
ACCOUNT DATA:

BY: Rudhy P. P.
Verified by Finance Officer

Funds Available RC 4/24/15
553-1107-532-17-00 Proj. 113059
\$324,000.00 W

CONSULTANT
STANTEC CONSULTING SERVICES,
INC., A New York Corporation

BY: David Price
(Signature)

David Price
(Typed Name)

Its: Associate
(Title)

BY: Sarah A. McElroy
(Signature)

Sarah A. McElroy
(Typed Name)

Its: Principal
(Title)

Taxpayer I.D. No. 68-0309852

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Exhibit 1
City of Merced
Sewer Master Plan Project Update
Scope of Services
Amendment No. 2

In April of 2013, the City of Merced (City) authorized Stantec Consulting Services, Inc. (Stantec) to prepare an update to the City's 2007 Draft Sewer Master Plan. The scope of that effort included the following major tasks:

- 1) Update New Land Use Assumptions (2030 Vision General Plan) and Wastewater Flows
- 2) Assess Available Capacity in Sewers
- 3) Determine Sewer System Needs at General Plan Buildout
- 4) Develop Interim Service Plan
- 5) Develop Sewer Repair and Replacement Program
- 6) Develop Industrial Waste Acceptance Decision Matrix
- 7) Project Meetings
- 8) Prepare Draft and Final Master Plan Report
- 9) Project Management and Administration

In June of 2014, the City authorized modification of this agreement (Amendment No. 1) which provided for additional scope and budget for additional servicing alternatives not originally included in the original scope of services. In addition, a projection of flows and loads arriving at the City's wastewater treatment facility (WWTF) was added to Task 3.

Task 4 of the agreement was also modified to include additional interim servicing plans which involved both UC Merced and the UC Campus Communities North and South.

Task 6 of the agreement was modified with Amendment No. 1 to include evaluation of remaining WWTF capacity. This was undertaken in the context of the potential to serve one or more significant industrial users, while still meeting existing City service commitments. The effort associated with Task 6 and the projection of future WWTF influent flows described as part of Task 3 (see above) were discussed in a summary report entitled *Merced WWTF Industrial Waste Acceptance Evaluation* (May 2014, Stantec).

In addition, more effort was desired in the form of Stantec participation in City Council and stakeholder meetings. The intent of these meetings was to present alternative sewer servicing concepts to the City Council and stakeholders to allow for input and direction allowing Stantec to produce a master plan document. This additional effort was reflected in Task 7, project meetings.

A small increase in the allowance for Task 9, Project Management and Administration was authorized with Amendment No. 1 as well, to account for the additional time the system evaluation would require beyond the schedule in the original Agreement authorization.

Amendment No. 1 also placed on hold the following tasks as originally described in the Agreement:

- Develop Sewer Repair and Replacement Program – Task 5
- Prepare Draft and Final Master Plan Report – Task 8

Funding for the modifications to Tasks 3, 4, 6, 7 and 9 was made available through Amendment No. 1, by reducing the authorized budgets for Task 5 and 8, which were placed on hold. The end result of Amendment No. 1 was no net increase or decrease in the originally authorized budget (\$112,000).

The City now wishes to proceed with finalizing the Sewer Master Plan as originally scoped and authorized. This Amendment No. 2 provides for this, as well as additional tasks requested by City staff.

This Amendment No. 2 proposes to modify the scope of services and budget as follows:

TASK 1: UPDATE NEW LAND USE ASSUMPTIONS AND WASTEWATER FLOW

The scope of Task 1 is to remain as described in the original Agreement.

Budget: No change. - \$11,088

TASK 2: ASSESS AVAILABLE CAPACITY IN SEWERS

The scope of Task 2 is to remain as described in the original Agreement.

Budget: No change. - \$8,512

TASK 3: DETERMINE SEWER SYSTEM NEEDS AT GENERAL PLAN BUILDOUT

This task is as described by the revised scope of services for Task 3 included in Amendment No. 1 to the original Agreement.

Budget: No change. - \$29,300

TASK 4: DEVELOP INTERIM SERVICE PLAN

This Amendment modifies the scope for Task 4 to include options for phasing the trunk improvements developed to date. This could include staging the trunk improvements themselves and/or routing future flows through the existing collection system as capacity limitations allow, until the future trunk improvements have been constructed.

Revised Budget: \$22,250 (\$7,500 additional)

TASK 5: DEVELOP SEWER REPAIR AND REPLACEMENT PROGRAM

The scope of this task as described in the original agreement is hereby re-authorized. The budget for this task is \$16,500.

Revised Budget: (current budget authorization \$0) \$16,500

TASK 6: INDUSTRIAL WASTE ACCEPTANCE DECISION MATRIX

This task is as described by the original Agreement and the revised scope of services for Task 6 included in Amendment No. 1.

Budget: No change. - \$21,150

TASK 7: PROJECT MEETINGS

This task is as described by the original Agreement and the revised scope of services for Task 7 included in Amendment No. 1. In addition, Amendment No. 2 adds four additional meetings (this task does not include meetings related to the environmental documentation tasks described in Tasks 15 through 21; Task 21 includes effort for meetings, project management and quality control for the environmental document) :

1. A kickoff for the final phase of Sewer Master Plan Update with City staff
2. A site visit in coordination with pretreatment engineering evaluations being undertaken by others.
3. A meeting with staff and stakeholders to discuss the findings of Tasks 10 through 12.
4. A presentation of the final Sewer Master Plan to the City Council

Revised Budget: \$33,500 (\$10,500 additional)

TASK 8: PREPARE DRAFT AND FINAL SEWER COLLECTION SYSTEM MASTER PLAN REPORT

The scope of this task as described in the original agreement is hereby re-authorized. The budget for this task is \$25,500.

Revised Budget: (current budget authorization \$0) \$25,500

TASK 9: PROJECT MANAGEMENT AND ADMINISTRATION

The scope of Task 9 is to remain as described in the original Agreement. Additional budget is authorized to cover the balance of the sewer master planning work authorized by this Amendment No. 2. Project management for the environmental document (Tasks 15-21) is included in Task 21.

Revised Budget: \$8,000 (\$4,000 additional)

TASK 10: COORDINATION AND REVIEW OF SATELLITE PRETREATMENT FACILITIES ENGINEERING EVALUATION

The City is evaluating the potential construction of two satellite pretreatment facilities at the University Industrial District and the Airport Industrial District. Flow from the Western Industrial District will be conveyed to the proposed Airport Pretreatment Facility via the existing dedicated line. The City has retained other consultants (others) to complete the engineering evaluation for pretreatment facilities.

Task 10.1: Coordination with Pretreatment Engineering Evaluation Team and the City

Stantec will coordinate with the evaluation team and the City during the execution of this pretreatment evaluation project. Stantec has allocated time to participate in three (3) conference calls and one (1)

on-site meeting as directed by the City. The time and expenses for the on-site meeting have been estimated and are included in Task 7, Project Meetings. Stantec will provide background collection system data and/or other responses as-needed to facilitate the pretreatment evaluation effort. This includes reviewing and providing input on the pretreatment basis of design and preliminary mass balance to be prepared by others.

Task 10.2: Comprehensive Review of Draft Pretreatment Evaluation Report to be Developed by Others

Stantec will conduct an independent review of the draft pretreatment engineering evaluation report developed by others. This comprehensive review will include verification of: 1) flow projections, 2) technology selection, 3) sizing, 4) location alternatives, 5) on-site cogeneration options, 6) effluent reuse options, 7) air, water and treatment residuals permitting issues, 8) capital and annual O&M costs, 9) project delivery and partnership options and 10) funding sources and GHG credits. Stantec will summarize the review comments in a memo format and submit it to the City.

Budget: \$9,000

TASK 11: EVALUATE CONVEYANCE OPTIONS FOR FLOWS FROM UNIVERSITY AND AIRPORT SATELLITE INDUSTRIAL PRETREATMENT FACILITIES

Under this new task Stantec will identify the requirements for conveying pre-treated waste from pretreatment facilities to the City WWTF. Stantec will evaluate the capacity of existing conveyance facilities to convey this pretreated waste to the WWTF as well as one option for separate, dedicated conveyance at each (two total) industrial area (except the Western/Santa Fe Industrial District which is already served by a dedicated line, in which case, Stantec will evaluate the capacity of that existing dedicated trunk).

Budget: \$5,000

TASK 12: EXPANSION OF THE CITY WWTF

The existing City WWTF includes three reactor basins and three secondary clarifiers for a total capacity of 12 Mgal/d, ADWF. The next logical increment of expansion is to add a fourth aeration basin and clarifier, which would increase the capacity of the WWTF, overall, to 16 Mgal/d, ADWF. It is assumed that Task 12 (and subsequent Tasks) will not commence until the pretreatment engineering evaluation conducted by others, and Tasks 10 and 11 in this scope of services, are complete. This new task includes the following sub-tasks:

Task 12.1: Determine Necessary Improvements to Treat 16 Mgal/d

Stantec will evaluate the existing unit processes at the City WWTF and identify recommended improvements to expand the facility capacity to 16 Mgal/d, ADWF. Evaluations will be completed for the WWTF headworks, primary treatment, secondary treatment, tertiary treatment, disinfection, solids handling, and ancillary facilities. Stantec will make maximum use of previous planning for facility expansions.

Task 12.2: Opinion of Probable Cost and Timing for City WWTF Expansion to 16 Mgal/d

Stantec will develop an opinion of probable cost to expand the City WWTF to 16 Mgal/d, ADWF. This includes construction and annual operating costs. Stantec will also present growth projections developed by the City Planning Department and provide an opinion of timing of necessary WWTF capacity improvements.

Budget: \$13,250

TASK 13: ESTIMATE COST OF HANDLING WASTE STREAMS FROM PRETREATMENT FACILITIES

This new task includes the following sub-tasks:

Task 13.1: Allocation of WWTF Costs to Satellite Pretreatment Facility Waste Streams

The amount of WWTF capacity that must be allocated to handle any waste streams from the satellite pretreatment facilities will be determined based on waste flow and characteristics developed by others as part of the pretreatment engineering evaluation. After the WWTF capacity allocation is developed, it will be used as the basis of determining the fair-share of WWTF capital and O&M costs that should be assigned to the satellite pretreatment facilities. The capital cost evaluation will be based on the proportionate cost of the WWTF expansion from 12 to 16 Mgal/d.

Task 13.2: Estimate Life Cycle Costs of Handling Waste Streams from Airport and University Satellite Pretreatment Facilities

Based on the recommended satellite industrial pretreatment facilities, Stantec will estimate the life-cycle cost impacts to the City of accepting waste streams from the Airport and University Satellite Pretreatment Facilities.

Budget: \$10,700

TASK 14: PREPARE DRAFT AND FINAL TECHNICAL MEMORANDUM

Stantec will prepare a draft technical memorandum (TM) summarizing our findings and recommendations for tasks 12 and 13, above. Stantec will submit the Draft TM to the City and incorporate comments into a final version of the TM.

Budget: \$10,200

ENVIRONMENTAL DOCUMENTATION

The following work program describes the specific approach and methodology the Stantec team will use in preparing environmental documentation for the City of Merced Sewer Master Plan. Please note the scope of work will be refined as appropriate following completion of the IS/ NOP, and consultation with the Responsible Agencies. The work program is organized into seven major tasks as described below.

TASK 15: PROJECT DEFINITION AND ORGANIZATION

The most critical element in preparing a successful and defensible environmental review is the development of a clearly worded and easily understood project description. The project description will include a discussion of the project location, as well as the proposed purpose and objectives of the proposed project elements. All other aspects of the environmental review hinge upon this task.

To the greatest extent possible, Stantec will make use of the Sewer Master Plan Update to include full and complete descriptions for each of the anticipated project-level improvements listed in the Plan. Additionally, the project definition will include assumptions about the installation of different categories of project-level improvements, for example: 1) the probable site conditions under which the various sewer-related improvements are likely to be installed; 2) compliance with adopted ordinances, policies or plans dealing with a variety of site-specific topics including but not limited to water quality, land use planning, traffic safety, and light and noise; and 3) general extent of anticipated impacts, if

any, from the different categories of improvements. Such action will result in a programmatic environmental review that will assess a broad range of potential impacts, and present applicable program-wide mitigation measures for future project-level improvements. Thus, to the extent possible and where appropriate, the programmatic environmental review prepared under this scope will also be able to serve as the fundamental environmental review document for future project-level improvements.

Task 15 Deliverables: Five (5) hard copies and an electronic file of a administrative draft version of the project description will be provided to the City for review. Upon receipt of one consolidated set of comments from the City, any requested changes will be incorporated into the draft project description. Five (5) hard copies and an electronic file of the revised draft project description will then be provided to the City for final review. Upon receipt of one consolidated set of comments, any requested changes will be incorporated into the final project description for use in the Initial Study (Task 16). This task will include the project kick-off meeting and site visit.

Budget: \$10,200

TASK 16: PREPARATION OF THE ENVIRONMENTAL CHECKLIST, INITIAL STUDY, AND NOTICE OF PREPARATION

Stantec will prepare an Initial Study (IS) as defined in CEQA Guidelines, Section 15063, to determine if there is substantial evidence that any aspect of the Sewer Master Plan Update, either individually or cumulatively, may cause a significant effect on the environment. Throughout this process, Stantec anticipates that the review will be able to utilize tiering from the Merced Vision 2030 General Plan and the General Plan Final EIR, State Clearinghouse No. 2008071069, in accordance with Section 15152 of the CEQA Guidelines.

The purpose of the Initial Study is to:

- Determine if the effects of the Plan update are significant;
- Identify the effects determined not to be significant; and
- Identify whether the analysis included in the General Plan EIR can be used for tiering of the analysis of the potential effects of the Sewer Master Plan Update elements.

Stantec will prepare the draft IS to identify potential environmental effects using the Environmental Checklist Form found in Appendix G of the CEQA Guidelines. The IS will include a brief explanation to indicate evidence to support the conclusion of the analysis. The brief explanation may be through a narrative or a reference to another information source, such as the Merced Vision 2030 General Plan and the General Plan EIR.

The Notice of Preparation (NOP) will also be prepared to advise interested agencies and the public that the study is underway, to describe the proposed scope of the analysis contained in the Program EIR, and to invite comment on the scope of issues to be addressed in the EIR. Stantec will prepare a draft NOP for review by the City. Upon review and approval, a final NOP will be prepared for public distribution. The NOP will be prepared consistent with Section 15082 of the CEQA Guidelines and will include the preliminary project description, CEQA objectives, alternatives to be considered and the Initial Study checklist. A 30-day comment period will follow the distribution of the NOP. Stantec assumes that one public scoping meeting will be held to receive input on the scope of the EIR.

Task 16 Deliverables: Five (5) copies and an electronic file of the administrative draft version of the Initial Study will be provided to the City for review. Upon receipt of one consolidated set of comments from the City, any requested changes will be incorporated into the draft Initial Study. Five (5) copies and an electronic file of a revised screencheck draft Initial Study will then be provided to the City for

final review. Upon receipt of one consolidated set of comments, any requested changes will be incorporated into the final Initial Study. Our team will print and distribute the Final IS/NOP to all applicable agencies and individuals, and deliver one (1) unbound copy, two (2) bound copies, and one (1) CD electronic copy to the City. The City will prepare and publish legal notices, as appropriate.

Budget: \$5,600

TASK 17: PREPARATION OF THE DRAFT EIR

Preparation of the Administrative Draft EIR will begin during the IS/NOP review period. Efforts during this task will include fieldwork, consolidation of environmental data, and project specific and cumulative impact evaluation. The intent of the Administrative Draft EIR will be to analyze the potential for the proposed project to result in a significant adverse effect on the environment. As the Sewer Master Plan Update involves many potential individual elements, the document will consider the full range of elements and impacts programmatically.

The Environmental Checklist Form found in Appendix G of the CEQA Guidelines and used to develop the IS will form the basis of the impact analysis for each resource area in the Program EIR. Each potential impact will be clearly described as a separately numbered, succinct statement, followed by discussion as appropriate. Mitigation measures will be described, with each separately identified and linked to the impact (or impacts) they are intended to mitigate. Any impacts that cannot be feasibly mitigated to a less-than-significant level will be identified as unavoidable adverse impacts.

An overriding objective of this scope of work is to support the City's efforts to safely and effectively meet the anticipated demand for sewer services for future decades through preparation of a technically defensible CEQA document and strict adherence to all applicable procedural requirements. Our EIR analysis will emphasize the fulfillment of CEQA requirements for projects identified at the time of release. We will also provide a clear statement of project objectives in order to set appropriate parameters for the assessment of alternatives, and to form the basis of the acceptance or rejection of mitigation measures or alternatives. We will provide a thorough environmental setting that describes existing conditions.

Stantec anticipates making use of the findings contained in the EIR prepared in support of the City's Merced Vision 2030 General Plan and the General Plan Final EIR, State Clearinghouse No. 2008071069, in accordance with Section 15152 of the CEQA Guidelines. If the 2012 General Plan EIR does not provide sufficient analysis to allow tiering, additional analysis will be required. The information contained in the certified 2006 City of Merced Wastewater Treatment Plant Expansion Project EIR will also be used as part of the basis for the analysis contained in the Draft EIR.

In order to address a "range of reasonable alternatives" to the Project, as required by CEQA Guidelines Section 15126.6, this scope of services assumes that the Sewer Master Plan Update process will be used to develop and consider feasible alternatives to the proposed Project. Stantec will also include the required "No Action" Alternative. Alternatives will be considered that reduce or avoid any potentially significant environmental impacts. The range of alternatives will be developed in coordination with the City, and will include those that could reasonably accomplish most of the basic objectives, and avoid or substantially lessen one or more significant effects. The EIR will include sufficient information about each alternative to allow a meaningful evaluation, analysis, and comparison with the proposed project.

For each potentially significant impact identified in the Draft EIR, Stantec will work with the City to identify effective and feasible mitigation measures, where feasible, to reduce any identified potential adverse impacts. Stantec will also provide an analysis of the potential cumulative impacts, as well as

any potential impacts associated with the proposed alternatives. These will be compiled and presented in a separate chapter of the EIR.

Five (5) hard copies and an electronic file) of the Administrative Draft EIR's will be provided to the City for initial review. Upon receipt of one consolidated set of comments from the City on the Administrative Draft EIR, any requested changes will be incorporated into the revised Screencheck Draft EIR, which will then be provided to the City for final review (five hard copies and an electronic file). Upon receipt of one consolidated set of comments on the Screencheck Draft EIR, any requested changes will be incorporated into the Public Draft EIR and then released and distributed for public and agency review. Stantec assumes one meeting with City staff prior to release of the Public Draft EIR, as well as attendance at one scheduled public hearing during the 45-day comment period.

Task 17 Deliverables: Stantec will prepare and distribute all necessary copies of the Public Draft EIR, or portions thereof, and required documents to the State Clearinghouse. This includes at least the following: 15 copies of the Public Draft EIR Executive Summary, 15 hard copies of the State Clearinghouse Summary Form, and 15 electronic copies (CDs) of the Public Draft EIR and the Notice of Completion (NOC). Stantec will also be responsible for: 1) preparing and distributing seventy (70) CD's of the DEIR to individuals on the project distribution list; 2) printing and providing the City with 30 hard copies; 3) printing and providing one (1) unbound print-ready copy to the City; and, 4) providing the City with one electronic copy in WORD. Stantec assumes the City will prepare the Notice of Availability (NOA) for publication in the local newspaper. The NOC and NOA will announce the 45-day public comment period. Stantec will attend the public hearing.

Budget: \$134,600

TASK 18: PREPARATION OF THE FINAL EIR

At the close of the 45-day public review period, Stantec will respond to written comments on the Public Draft EIR. Stantec will develop a Response to Comment Matrix to summarize comments and draft responses. Five (5) hard copies and an electronic copy of the draft responses to comments will be submitted to the City for review, along with five copies and an electronic copy of the final proposed Mitigation Monitoring Program (MMRP), and a preliminary Notice of Determination (NOD). Upon receipt of one consolidated set of comments from the City, any final comments will be incorporated and the Response to Comments and MMRP documents will be finalized and printed. This consolidated document, in combination with the earlier Draft EIR, will constitute the Final EIR.

Stantec assumes one meeting with the City to discuss the Final EIR prior to public release. Stantec also assumes attendance at the public meeting to consider certification and project approval. As a basis for cost estimating, Stantec assumes that 50 comments (not letters) will be required for the Final EIR. As a precaution against the possibility that the level of response greatly exceeds our expectations and requires a much greater magnitude of effort to effectively respond to comments, we propose to negotiate an accurate fee after all public comments on the Draft EIR are received and an accurate estimate of the work required to prepare the Final EIR can be made.

Task 18 Deliverables: Stantec will prepare a draft version of the Final EIR, and submit five (5) hard copies and an electronic file to the City for review. Upon receipt of one consolidated set of comments, Stantec will incorporate the comments into the final version of the compiled Final EIR. Stantec will be responsible for printing and distribution of the FEIR to all commenters, as appropriate. The City will provide the mailing list to Stantec. Stantec will also be responsible for: 1) preparing and distributing seventy (70) CD's of the FEIR to individuals on the project distribution list; 2) printing and providing the City with 30 hard copies; 3) printing and providing one (1) unbound print-ready copy to the City; and, 4) providing to the City an electronic copy of the FEIR in WORD. The Final EIR will be prepared in conformance with CEQA Guidelines, Section 15132.

Budget: \$20,250

TASK 19: CERTIFICATION OF THE FINAL EIR AND PROJECT APPROVAL

According to CEQA Guidelines, the City, as the Lead Agency, must consider and make findings as to whether the Final EIR:

- has been completed in compliance with CEQA;
- that the Lead Agency reviewed and considered the information contained in the Final EIR; and
- that the Final EIR reflects the Lead Agency's independent judgment and analysis.

The Lead Agency may approve a project with unavoidable adverse environmental effects only when specific economic, legal, social, technological, or other considerations outweigh those effects. Section 15093 requires the lead agency to document and substantiate any such determination in a "statement of overriding considerations" as a part of the record and make findings to this effect. If required, with City assistance, Stantec will prepare the "statement of overriding considerations," as appropriate, in conjunction with the Findings of Fact. If the City elects to certify the Final EIR, Stantec will assist City staff in filing the Final Notice of Determination (NOD). This step will initiate the 30-day Statute of Limitations and complete the environmental review process.

Task 19 Deliverables: Stantec will prepare the Final Notice of Determination and Notice of Completion following certification of the EIR in accordance with CEQA Guidelines, Section 15094. This will include a Statement of Overriding Considerations (if necessary), and Findings of Fact (if required). The City will be responsible for signing and submitting the Notice of Determination and the Notice of Completion.

Budget: \$4,600

TASK 20: ENVIRONMENTAL DOCUMENTATION PROJECT MANAGEMENT, MEETINGS AND QUALITY CONTROL

The Stantec project manager will communicate regularly with the City staff to provide project updates, convey critical data needs, summarize key findings, and receive input from the City as the project progresses. The Stantec project manager will also coordinate the work of the project team, and communication and coordination with City staff. Stantec will also manage the project schedule and budget and provide monthly status reports to the City. The Stantec project manager will attend six meetings with the City (see below), including: the project kick-off meeting, the internal review meeting for the Screencheck Draft EIR, and the internal review meeting for the Administrative Draft Final EIR. In addition, the project manager and other staff (as needed), will attend the public scoping meeting, the public comment meeting for the Draft EIR and the public hearing of the Final EIR.

Budget: \$24,500

PROPOSED CEQA PROJECT SCHEDULE

Date*	Product/Deliverable	No. of Copies/ Items	From Stantec to City	From City to Stantec
August 6, 2015	Notice to Proceed (NTP)			X
August 20, 2015	Project Kick-Off Meeting	1 Meeting	Stantec and City	
August 15, 2015	Environmental Documents Relevant to the Project	1 Unified Set		X
September 12, 2015	Draft Project Description		X	
4 working days is not sufficient. At least 8 working days is needed.	City Comments on Draft Project Description	1 Unified Set		X
September 17, 2015	Draft Initial Study/NOP		X	
5 working days is insufficient; at least 8 working days is needed.	City Comments on IS/NOP to Stantec	1 Unified Set		X
October 1, 2015	*Deliver IS/NOP for 30-Day Public Review	15 + 1 CD		
Mid-October, 2015	Formal Scoping Meeting	1 Meeting	Stantec and City	
January 15, 2016	Administrative Draft EIR for City Review		X	
February 19, 2016	City Comments on Admin Draft EIR to Stantec	1 Unified Set		X
February 26, 2016	Screencheck Draft EIR to City	1 Meeting	X	
March 4, 2016	City Comments of Screencheck EIR to Stantec	1 Unified Set		X
March 11, 2016	*Deliver Draft EIR for 45-day Public Review Period	15 + 1 CD	X	
Late April, 2016	Public Hearing	1 Meeting	Stantec and City	
April 29, 2016	Close Review Period			
May 27, 2016	Draft Final EIR to City	1 Meeting	X	
5 working days is insufficient; at least 8 working days is needed.	City Comments on Draft FEIR to Stantec	1 Unified Set		X
June 24, 2016	*Deliver Final EIR and MMP	15 + 1 CD	X	
July 18, 2016	Certification of Final EIR	1 Meeting	Stantec and City	
August 1, 2016	*Deliver Notices of Determination/ Completion	15 + 1 CD	Stantec and City	
August 31, 2016	End of 30-day Statute of Limitations Period			

Note: These dates are approximate and dependent upon prompt receipt of information from the City.

Note: Pink = internal meetings; Grey = public review periods; Yellow= formal public meetings.

Note: "*" = delivery of materials to State Clearinghouse for formal distribution per CEQA requirements.

The schedule for the EIR process above assumes a four month time period to complete the remaining Master Planning tasks sufficient to allow the CEQA process to be initiated.

KEY ASSUMPTIONS

In addition to the assumptions listed in the scope of work above, the following assumptions were taken into account when developing the scope and fee estimate:

- The City will be the CEQA Lead Agency;
- The specific projects included in the Master Plan will not impact any cultural resources;
- The City will pay for all associated CEQA filing and mitigation fees directly, including the updated Cultural Resource NCIC database search;
- Site access will be coordinated by the City;
- Public Noticing, document circulation, stakeholder databases and the project website, if required, will be developed and completed by the City- Stantec can provide these services along with public relations support under a separate scope, if necessary;
- Reconnaissance-level biological and cultural resource surveys will be sufficient, and no protocol-level surveys will be necessary;
- We assume only one circulation of the DEIR and FEIR, and do not include time to address legal challenges, should they occur;
- We assume a maximum of 50 total comments (not letters) for response- if more are received the additional costs will need to be negotiated;
- Stantec believes this scope is adequate to fulfill CEQA requirements; however, if City determines that the scope should be expanded, this will require further negotiations;
- Stantec will capitalize on existing data and previous CEQA documents in the area;
- We assume the City will lead the public outreach effort. Therefore, this scope does not include public outreach tasks beyond support at the three public meetings described in the scope;
- In addition to public meetings, Stantec will attend three meetings with City staff per the scope;
- Stantec assumes the City will provide legal counsel review of the Admin Draft EIR and Admin Final EIR, if necessary; and
- Stantec assumes a program-level analysis in support of the Master Plan; however, if the City decides to conduct project-level analysis for one or more individual projects, the scope and budget for these services will need to be negotiated as out-of-scope items.

Deliverables:

Deliverables for this Contract Amendment No. 2 include:

- 1) Draft Sewer System Master Plan Report
- 2) Final Sewer System Master Plan Report
- 3) Draft TM on Industrial Pretreatment options
- 4) Final TM on Industrial Pretreatment options
- 5) Administrative Draft Project Description
- 6) Draft CEQA Project Description
- 7) Administrative Draft IS/NOP
- 8) Screencheck Draft IS/NOP
- 9) Final IS/NOP
- 10) Administrative Draft EIR
- 11) Screencheck Draft EIR
- 12) Public Draft EIR
- 13) NOC to State Clearinghouse
- 14) Draft Final EIR
- 15) Final EIR
- 16) Final NOD and NOC

OPTIONAL TASK 21: ASSET MANAGEMENT SUPPORT

In addition to the tasks described above, Stantec is proposing this optional task which would provide authorization for Stantec, in conjunction with NexGen Asset Management, to populate a NexGen Asset Management database with existing and planned collection system asset information. This will allow the City to use the financial planning tools in that software to project possible replacement/rehabilitation costs and incorporate that information into the Master Plan capital improvement program (CIP) to be developed in Task 8.

Budget: \$12,500

SUMMARY

Stantec proposes to complete the update of the Sewer Master Plan in approximately four months from authorization of this amendment. Stantec proposes then to provide the City of Merced with the appropriate level of programmatic environmental analysis under CEQA to consider approval of the Sewer Master Plan Update. Stantec will work with City staff throughout the process to ensure that the City's expectations and objectives are met, and that the City is informed of the status of the work under each task.

Stantec will invoice the City for charges incurred on a time and material basis. The estimated amount requested for development of a programmatic EIR, based on Stantec 2015 rates, is \$199,750. The

total amount of additional budget authorization requested with this Amendment No. 2 is \$311,900. This would bring the total authorization for this project to \$423,900, which will not be exceeded without prior approval. If the City chooses to authorize Optional Task 21, the total contract amount would be \$436,400.

Stantec is ready to proceed upon receipt of written authorization from the City. Please feel free to contact the Project Manager, Dave Price, with any questions you have regarding this proposal at 530-470-0515. Dave will continue as the Project Manager for the remaining master planning and engineering tasks (1 through 14). As the CEQA process begins, Project Management duties will transition to John Moynier. John can be reached at 916-773-8100.