

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as “City”) and Ascent Environmental, Inc., a California Corporation, whose address of record is 455 Capitol Mall, Suite 300, Sacramento, California 95814, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to annex the University of California, Merced campus per the terms of Assembly Bill 3312; and,

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

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

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

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

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

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

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Fifty-Two Thousand Five Hundred Forty Dollars (\$52,540.00).

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

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

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

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

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

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

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

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

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

c. Automobile Insurance.

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

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

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

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

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

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

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

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

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

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

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

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

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

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

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

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

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

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this

Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

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

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

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

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

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

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

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager



ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: John G. Foulant 9-23-21  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

*{Signatures continued on next page}*

CONSULTANT  
ASCENT ENVIRONMENTAL, INC.,  
A California Corporation

BY:  Sept 30 2021  
(Signature)

Gary Jakobs  
(Typed Name)

Its: President  
(Title)

BY:  Sept 30 2021  
(Signature)

Chris Mundhenk  
(Typed Name)

Its: Principal  
(Title)

Taxpayer I.D. No. 27-1537109

ADDRESS: 455 Capitol Mall, Ste. 300  
Sacramento, CA 95814

TELEPHONE: (916) 930-3192

FAX: \_\_\_\_\_

E-MAIL:  
[mike.parker@ascentenvironmental.com](mailto:mike.parker@ascentenvironmental.com)

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# DELIVERABLES AND BUDGET

## UNDERSTANDING AND APPROACH

The City of Merced (City) has been planning for the annexation of the University of California (UC) Merced since long before construction of the university began. Based on this long-term vision, the City and UC Merced have established agreements for the provision of public utilities including water, sewer, and transportation infrastructure to the UC Merced campus. An annexation agreement, first established in 2003 and subsequently updated to reflect the expansion of the UC campus, has been maintained to facilitate the eventual annexation of the area when the City Council deems it appropriate. The *Merced Vision 2030 General Plan*, adopted in January 2012, continues to reflect that the annexation of UC Merced is within the long-term plans of the City. The General Plan includes Policy UE-1.4 related to continuation of joint planning efforts and Policy UE-1.5 to promote annexation of developed areas in the City's Specific Urban Development Plan (SUDP)/Sphere of Influence (SOI) during the planning period.

Although the campus is within the City's SUDP/SOI, annexation of UC Merced had not been permissible pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 because the UC Merced campus is not contiguous with the incorporated city. In September 2020, legislation was passed unanimously by both the State Assembly and the Senate that recognizes the unique circumstances surrounding the UC Merced annexation. Assembly Bill (AB) 3312 allows the City to annex the UC Merced campus along a road strip (Bellevue Road or Lake Road) without the adjoining properties between UC Merced and the city limits. In February 2021, the Merced City Council directed City staff to proceed with the annexation of the UC Merced campus to the City under the terms of AB 3312.

Ascent Environmental (Ascent) has been tracking the recent progression of events and is eager to help the City's process of complying with the California Environmental Quality Act (CEQA) to all formal consideration of annexation using the most efficient and legally defensible method possible. A significant level of consideration has already been given to the potential impacts of annexing UC Merced. Through our recent work in the area, we have reviewed the available environmental documents in the city. This work includes peer review of the City of

## EXHIBIT A

Merced Wastewater Collection System Master Plan Update EIR; preparation of the environmental document for a landfill gas to energy proposal; and coordination with the City, Merced County, UC Merced, and the Merced County Local Agency Formation Commission (Merced LAFCo) to prepare a CEQA strategy for development of the Virginia Smith Trust property immediately south of UC Merced.

Based on information we reviewed, Ascent believes that an addendum to the *Merced Vision 2030 General Plan and Program Environmental Impact Report for the Merced Vision 2030 General Plan* (General Plan PEIR) is the appropriate CEQA document for the proposed UC Merced annexation. This determination is based on a review of several relevant EIRs. We reviewed the General Plan PEIR to confirm that annexation was considered and evaluated for the 2030 General Plan PEIR. Understanding that the General Plan PEIR did not evaluate the most current development plans for UC Merced, we created a matrix that compares the impacts and significance conclusions in the General Plan PEIR to the impacts and significance conclusions in the *UC Merced 2020 Long-Range Development Plan Recirculated Draft Subsequent Environmental Impact Report* (2020 LRDP SEIR). Based on this preliminary analysis, we believe incorporating the UC Merced campus, as currently planned, into the city would not result in new or more substantial impacts than disclosed in the General Plan PEIR. Therefore, we propose preparation of an addendum to the City's General Plan PEIR that incorporates the analysis in the 2020 LRDP SEIR by reference. This approach will fulfill the City's obligation under CEQA to provide substantial evidence without preparation of new or unnecessary analysis. We recognize that an issue we are currently unaware of could arise as we take a deeper dive into the prior analysis, in which case we would work with the City to understand the CEQA implications. However, the following scope of work is based on our recommendation for an addendum, which we are confident is appropriate for this project.

An addendum to the City's General Plan PEIR will incorporate the analysis from the 2020 LRDP SEIR by reference.

## Comprehensive Workplan

Based on our understanding of the project as a boundary change that was previously considered in the General Plan PEIR and other EIRs, and which would not result in any changes in entitled development or utility service districts, the following workplan assumes preparation of an addendum to the City's General Plan PEIR. This work product will use UC Merced's recent analysis of campus buildout in the 2020 LRDP SEIR and demonstrate that the project does not meet the conditions of Section 15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration. The addendum will document that the annexation would modify the project considered in the General Plan PEIR but that no changes in significance or new significant effects would occur.

For ease of reference, the workplan has been subdivided into five tasks: **project initiation; addendum preparation; peer review; project management, meetings, and hearings;** and **Merced LAFCo petitions**. The anticipated schedule and budget are provided by task and immediately follow this workplan. As demonstrated below, our team is confident that we can deliver a quality annexation package within the schedule and budget allotted by the City.

### Task 1: Project Initiation

#### Kickoff Meeting

**Jessica Babcock**, our project manager, and **Mike Parker, AICP**, our project director (and principal-in-charge), will attend one project kickoff meeting with City staff to discuss the history of the project and background, confirm project description details, discuss areas of controversy and potential strategies, and establish

communication/review protocols. Ascent and City staff will also discuss the scope of work and determine if any adjustments are needed. The schedule will be discussed, including internal deliverables needed to keep the project on schedule. Prior to the meeting, Ascent will review available information and provide additional inquiries regarding data availability, as needed.

*Deliverables:* Kickoff meeting agenda and notes – electronic submittal (MS Word)  
Information needs memorandum – electronic submittal (MS Word)

## Task 2: Addendum Preparation

### Draft Addendum

State CEQA Guidelines Section 15162 indicates that subsequent EIRs are appropriate only if additions or changes to the analysis are necessary and one of the conditions requiring preparation of a subsequent EIR have occurred. Conditions that require preparation of subsequent analysis include substantial changes to the project that would result in a new significant impact or a substantial increase in the severity of an impact; substantial changes in the circumstances under which the project would occur that would result in a new significant impact or a substantial increase in the severity of an impact; and new information of substantial importance indicating that the change in the project would result in significant effects not discussed, substantially more severe impacts, or a change in the feasibility of mitigation. When none of these conditions are met, Section 15164 of the State CEQA Guidelines provides that a lead agency should prepare an addendum to the certified EIR.

Ascent proposes preparation of a checklist that modifies Appendix G of the State CEQA Guidelines to address the conditions described in CEQA Guidelines Section 15162 that would indicate the need for the preparation of a subsequent EIR or negative declaration. We will use a checklist to address the following questions for each environmental topic:

- Is the impact addressed in General Plan PEIR?
- Do proposed changes involve new or substantially more severe significant impacts?
- Do any new circumstances involve new or substantially more severe significant impacts?
- Do mitigation measures in the General Plan EIR address/resolve any new significant impacts?

This line of questioning will provide decision-makers with the information needed to determine if the project was adequately analyzed in the General Plan PEIR. Technical staff will review available documentation and provide analysis of the proposed annexation. As discussed above, we will use the information and analysis in the adopted 2020 LRDP SEIR to build a discussion of the physical effects associated with buildout of the UC Merced campus. Senior staff specializing in air quality analyses, biological resources, cultural resources, and traffic will assess the technical adequacy of the available analyses and craft a discussion that meets the requirements under the State CEQA Guidelines and recent case law.

The checklist will look at consistency between the General Plan PEIR and the 2020 LRDP SEIR conclusions to substantiate that:

- The project does not represent a substantial change to the General Plan requiring major revisions to the PEIR due to new environmental impacts or increased severity of impacts.
- Substantial changes with respect to the circumstances under which the project would be undertaken will not require major revisions to the General Plan PEIR due to new significant effects or increased severity of impacts.

- There is no new information of substantial importance, which was not known and could not have been known at the time the General Plan PEIR was certified, showing that there are new significant impacts not identified in the General Plan PEIR, or indicating that significant effects identified in the General Plan PEIR will be substantially more severe.
- There are no additional feasible mitigation measures to reduce significant effects that have been declined to be adopted, or mitigation measures or alternatives considerably different from those in the General Plan PEIR that would reduce impacts but have been declined to be adopted.

It is anticipated that the proposed annexation is within the scope of the General Plan PEIR. In this case, the checklist will provide the necessary substantiation for the addendum. If any new significant impacts are identified for the project, they will be discussed with City staff to determine whether the project should be handled under a different CEQA document (which would be subject to a scope adjustment).

### Environmental Analysis

#### Introduction/Project Description

The introduction to the addendum checklist will describe the existing documents prepared for the City and UC Merced and the environmental review process to date, the history of annexation efforts, and the recent actions that led City staff to propose and evaluate annexation.

Ascent will also prepare a brief project description for use in the addendum. An accurate and complete project description is central to CEQA document defensibility and sets the stage for the analysis. The project description will identify the project location, existing site conditions, and the specific actions involved in annexation. It is assumed that this project will not change the land use designations and that the campus population would not be physically affected by the project. The description will address the land use assumptions, student population, and employee/staff population covered in the 2020 LRDP SEIR and how the project relates to the General Plan PEIR's projections.

#### Environmental Resource Topics

The checklist will discuss each of the 20 environmental topic areas identified in Appendix G of the State CEQA Guidelines. The analysis will be based on the General Plan PEIR and informed by the sample questions in the checklist.

In general, the checklist will include a summary of the impacts and mitigation measures from the General Plan PEIR that are pertinent to the project, supplemented by the analysis in the 2020 LRDP EIR (as applicable), and followed by a determination of whether the annexation falls within the scope of the impacts disclosed in the General Plan PEIR. As part of the analysis of whether the project is consistent with the General Plan and the General Plan PEIR, Ascent will also discuss how the project relates to the cumulative impacts identified in the General Plan PEIR.

This scope assumes that no additional technical studies will be required.

### Determination

Based on the substantiation of the project being within the scope of analysis in the General Plan PEIR, the addendum will document that none of the conditions described in State CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred and that an addendum to the General Plan PEIR is appropriate.

**Deliverables:** Draft addendum (MS Word and PDF)

### Final Addendum

Upon receipt of a consolidated set of comments on the draft addendum, Ascent will revise the document and prepare a final addendum, suitable for inclusion in the project file and staff report. (Note that CEQA does not require public review for an addendum.) At the time of delivery of the final addendum, Ascent will also provide a complete electronic record of all references used in the environmental analysis.

*Deliverables:* Addendum – thirty (30) bound hard copies and electronic submittal (MS Word and PDF)  
Record of references – electronic

### Staff Report and Resolution Support

Ascent will document that none of the conditions described in State CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred and that an addendum to the General Plan PEIR is appropriate. The document will summarize the overall conclusions of the final addendum and will incorporate the Findings of Fact and Statement of Overriding Considerations prepared for the General Plan PEIR by reference. For purposes of considering the overall level of effort, it is assumed that the Findings document will be approximately 5 pages in length.

*Deliverables:* Administrative draft Findings – electronic submittal (MS Word)

### Task 3: Legal CEQA Peer Review

Ascent will be supported by **Kelley M. Taber** of Somach Simmons and Dunn. As an independent peer reviewer, she will coordinate with Ascent, the City of Merced, and Merced LAFCo and will review the annexation application and CEQA documentation to support application and related approvals. She will review the draft application and CEQA document for completeness and adequacy pursuant to CEQA and Cortese-Knox-Hertzberg, as amended by AB 3312. Kelley will also be available to consult with the City as requested. This scope assumes 20 hours of Kelley's time.

### Task 4: Project Management, Meetings, and Hearings

#### Project Management

Ascent's management team will devote effort each month to ensure an efficient and timely process for project execution. In our experience, early identification of issues and agreement upon resolution is essential to maintaining an overall project schedule. Ascent will maintain close communication with City staff to ensure the objectives are met, the schedule is maintained, and the project is implemented within established budget parameters. We will prepare monthly progress reports regarding the project schedule, status of technical studies, information needs, and status of the contract.

*Deliverables:* Monthly progress reports

#### Meetings Related to the CEQA Process

As the project director and the project manager, Mike and Jessica will attend the kickoff meeting described in Task 1 and will coordinate through four conference calls to gather information and discuss the environmental process. We will coordinate with City staff to set up the meetings and will provide a summary of information/direction obtained from each meeting. For the purposes of this scope of work, it is assumed that, in general, each meeting will require up to an hour, including preparation and summation time, on behalf of both the project

director and the project manager. Mike and Jessica will also participate in up to four public hearings before the Planning Commission and the City Council.

This scope does not assume a public scoping session or additional public workshop because CEQA does not require public scoping for lead agencies to adopt addenda. Additional outreach is not proposed because annexation of UC Merced has been thoroughly considered by the City, UC Merced, Merced LAFCo, and the state legislature and further scoping is not necessary.

*Deliverables:* Attendance at four (4) conference calls and four (4) public hearings

## Task 5: Merced County Local Agency Formation Commission Petitions (Optional)

### Paperwork

**Kevin Colin, CNU-A**, providing planning and LAFCo support, will prepare the Merced LAFCo Petitions and Questionnaires for Annexation of the UC Merced Campus to the City of Merced, as requested in the Request for Proposals (RFP). This includes, as noted in Task 3, legal peer review of the completed LAFCo application. However, the RFP excludes reference to existing local requirements (e.g., UC Merced notice and application consultation requirements of the June 14, 2016, Annexation Agreement) and Cortese-Knox-Hertzberg statutory requirements (e.g., plans for services required by Government Code Section 56654). Preparation of the LAFCo application is dependent upon information derived by others in compliance with those requirements and which is not requested in the RFP. Therefore, this proposal assumes information necessary to prepare a complete LAFCo application will be provided to Ascent and, in turn, that Ascent will complete the (a) notice of intention; (b) complete justification of proposal; and (c) Environmental Questionnaire. Additionally, we assume the City will provide (a) map and legal description; (b) signed indemnity agreement; and (c) application fee.

## SCHEDULE

Work Product/Milestone	Duration
Receive Notice to Proceed	—
Project Initiation	
Kickoff Meeting	1 week
Addendum Preparation	
Draft Addendum Prepared	10 weeks
Legal Peer Review	2 weeks
Draft Addendum Submitted to City	1 week
City's Review Complete	3 weeks
Final Addendum Submitted	2 weeks
Planning Commission and City Council Hearings	8 weeks



Work Product/Milestone	Duration
Merced LAFCo Petition	
Draft Petition Prepared	1 week
Legal Peer Review	2 weeks
City Reviews Draft Petition	1 week
UC Merced Review/Comment	2 weeks
Revised Final Draft Petition Prepared	1 week
City Reviews Final Petition	1 week
Final Petition Submitted to LAFCo	1 week

## BUDGET

The proposed price for the UC Merced annexation is presented in the attached spreadsheet. To promote clarity, the following assumptions explain the basis of the proposed price. The price is estimated based on a good-faith, current understanding of the project's needs. If selected, Ascent is interested in discussing the City's needs and revising the scope of work and price, as warranted, to meet expectations.

1. **Proposed Price Validity.** The price proposed to carry out the scope of work is valid for 120 days from the date of submittal, after which it may be subject to revision.
2. **Lump-Sum Price.** The proposal is a lump-sum price to perform the proposed scope of work. Monthly invoices will be submitted based on percentage of progress toward completion occurring in each billing period.
3. **Compliance with CEQA.** The price assumes that environmental services are offered in compliance with CEQA. Work related to National Environmental Policy Act (NEPA) compliance, Section 404, or other permit processes is not included. This work can be provided with a contract amendment.
4. **Schedule.** The price is based on the proposed schedule. If the schedule is protracted significantly (more than 60 days) for reasons beyond Ascent's control, a budget amendment may apply to the remaining work. Ascent will consult with the City about a course of action.
5. **Price and Staff Allocation to Tasks.** Labor and direct costs have been allocated to tasks to determine the total budget. Ascent may reallocate costs and labor resources, as needed, as long as the total contract price is not exceeded. Staff are exempt, salaried employees.
6. **Travel.** The proposal assumes up to five (5) in person meetings.
7. **Subcontractor Administrative Cost.** An administrative cost of 5 percent **will** be applied to subcontractor prices for purposes of contract execution and management, invoicing, and payment processing.
8. **Billing Rates.** Costs were determined based on the proposed scope of work and Ascent's current billing rates. Any budget augmentations or contract amendments in subsequent years will be calculated using updated billing rates, unless precluded by contract terms.

9. **Scope of Analysis.** The price is based on the proposed scope of analysis. If new technical issues, alternatives, field surveys, modeling, or analysis is identified after contract execution, a budget amendment would be warranted.
10. **Consolidated Comments.** The City will provide Ascent with one consolidated set of reconciled, nonconflicting comments on preliminary drafts.
11. **References Cited.** Ascent will maintain electronic copies of cited references and provide electronic files during public review. Ascent will submit electronic copies of all references to the City for archiving upon completion of the scope of work.
12. **Reproduction Costs.** The reproduction cost of documents is included in the price. Preparation of one (1) digital copy and thirty (30) printed copies of the addendum are assumed. For the purpose of scoping, the document is assumed to be approximately 100 pages and 25 percent color copies. If the number of copies, document length, or extent of color content exceeds assumptions, a budget augmentation would be warranted. Additional copies can be provided on digital media at a cost of \$10 per unit.
13. **Litigation Support.** Ascent is available to assist in the lead agency's response to a lawsuit, subject to a contract amendment. Except for electronic files of cited references, assembly of an administrative record or project record is not included but can be provided with a budget augmentation.



**PRICE PROPOSAL**

CEQA Document for UC Merced Annexation to City of Merced

9/13/2021

Task 1: Project Initiation Kickoff Meeting	Price	Hours	Paifer	Jai-obs	Babcock	Burrows	Collin	Miller	Cunningham	Anthonou	Beyerl
	\$ 1,860	10									
	\$ -	0									
<b>Subtotal, Task 1</b>	<b>\$ 1,860</b>	<b>10</b>									

Task 2: Addendum Preparation	Price	Hours	Paifer	Jai-obs	Babcock	Burrows	Collin	Miller	Cunningham	Anthonou	Beyerl
Draft Addendum	\$ 16,490	100									
Final Addendum	\$ 6,340	40									
Staff Report and Resolution Support	\$ 1,860	11									
<b>Subtotal, Task 2</b>	<b>\$ 24,690</b>	<b>151</b>									

Task 3: Peer Review	Price	Hours	Paifer	Jai-obs	Babcock	Burrows	Collin	Miller	Cunningham	Anthonou	Beyerl
Coordination with Somach, Simmons, and Dunn	\$ 780	4									
<b>Subtotal, Task 3</b>	<b>\$ 780</b>	<b>4</b>									

Task 4: Project Management, Meetings, and Hearings	Price	Hours	Paifer	Jai-obs	Babcock	Burrows	Collin	Miller	Cunningham	Anthonou	Beyerl
Project Management	\$ 3,920	22									
Meetings Related to CEQA Process	\$ 3,020	14									
<b>Subtotal, Task 4</b>	<b>\$ 6,950</b>	<b>36</b>									

<b>LABOR SUBTOTAL</b>	<b>\$ 34,280</b>	<b>205</b>
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<b>LABOR SUBTOTAL</b>	<b>\$ 2,040</b>	<b>\$ 65</b>	<b>\$ 7,150</b>	<b>\$ 0</b>	<b>\$ 1,280</b>	<b>\$ 900</b>	<b>\$ 2,880</b>	<b>\$ 1,020</b>
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REIMBURSABLE EXPENSES	Price	Hours
Printing	\$ 450	9,900
Mileage / Parking / Travel	\$ 1,000	
Postage	\$ 50	
Subconsultants	\$ 8,400	
Somach, Simmons, and Dunn (Task 3)	\$ 8,000	
Administrative Cost (5%)	\$ 400	
<b>TOTAL PRICE</b>	<b>\$ 44,180</b>	

**ASSUMPTIONS**  
Assumptions that explain the basis of the proposed price are enclosed and are an integral part of this proposed scope for

**OPTIONAL TASKS**

The following tasks are presented as optional services and are contingent upon authorization of the client.

Task 5: Merced County LAFCo Petitions (Optional)	Price	Hours	Paifer	Jai-obs	Babcock	Burrows	Collin	Miller	Cunningham	Anthonou	Beyerl
Draft Petition	\$ 6,080	32									
Revised Final Draft Petition	\$ 1,520	8									
Final Petition	\$ 760	4									
<b>Subtotal, Optional Task 1</b>	<b>\$ 8,360</b>	<b>44</b>									

<b>LABOR SUBTOTAL (Optional Tasks)</b>	<b>\$ 8,360</b>	<b>44</b>
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<b>LABOR SUBTOTAL (Optional Tasks)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,360</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
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Project No: 20210136.00