

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, 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 Precision Civil Engineering, Inc, a Consulting Corporation, whose address of record is 1234 O Street Fresno, California 93721 , (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to Annex 366 Acres into the City of Merced located on the north side of Mission Avenue east of its intersection with Tyler Road; 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 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 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 on We do not have an end date it is completed when the work is completed. All indemnification provisions of this Agreement shall survive and remain in effect following the expiration or termination of this Agreement.

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 \$246,587.65.

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: Precision Civil Engineering, Inc
1234 O Street
Fresno, Ca 93721
Attention: Edward D. Dunkel, Jr., President

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 3/9/2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT
PRECISION CIVIL ENGINEERING,
INC

BY: _____
(Signature)

Edward D. Dunkel Jr.

(Typed Name)

Its: President

(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: 1234 O Street.
Fresno, CA 93721

TELEPHONE: 559-449-4500

FAX: _____

E-MAIL:



City of Merced
 Attn. Sam Rashe
 rashes@cityofmerced.gov
 678 West 18th Street
 Merced, CA 95340

12/31/2024, PCE No. 24-282Prev4 (rev. 2/17/26)

1234 O Street · Fresno, CA 93721 · Phone (559) 449-4500 · Fax (559) 449-4515

I. PROJECT UNDERSTANDING

Precision Civil Engineering, Inc. (PCE) is pleased to offer a proposal for Environmental Planning Services to complete an environmental review in accordance with the requirements of the California Environmental Quality Act (CEQA) pertaining to the "South Merced Annexation and Rezone/Prezone -I" (North of Mission Avenue) project in Merced, CA. PCE's understanding of the project is as follows.

Project Title	South Merced Annexation and Rezone/Prezone – I (North of Mission Avenue)
Lead Agency	City of Merced 678 West 18 th Street Merced, CA 95340 (209) 388-7000
Project Location	The project site is in the jurisdiction of the County of Merced, California, and comprises 37 parcels, totaling approximately 374 acres, generally located southwest of State Route 99.
General Plan Land Use Designation	The project site has a City of Merced General Plan planned land use designation of Low Density Residential, Manufacturing/Industrial, Neighborhood Commercial, Commercial Office, Low to Medium Density Residential, Village Residential, Future School, Future Park.
Zoning District	The project site is within the M-2 (General Manufacturing), A-1 (General Agricultural), R-1 (Single-Family Residential), R-2 (Two-Family Residential), and C-1 (Neighborhood Commercial) zoning districts in the County of Merced.
Project Description	The Applicant proposes South Merced Annexation-I (North of Mission Avenue) and Rezone/Prezone to facilitate the annexation of approximately 37 parcels totaling approximately 374 acres generally located southwest of State Route 99 from the County of Merced to the City of Merced. Rezone/Prezone would prezone the subject area to zoning districts consistent with the underlying City of Merced General Plan land use designations of Low Density Residential, Manufacturing/Industrial, Neighborhood Commercial, Commercial Office, Low to Medium Density Residential, Village Residential, Future School, Future Park.

II. SCOPE OF BASIC SERVICES

Prior to proceeding, the following scope of services would require review and approval by the City of Merced. Any changes to the scope of services may result in changes to the total cost.

1. Preparation of Project Description and Exhibits

PCE will work with the applicant and the City of Merced to prepare a detailed Project Description and all related exhibits that adequately reflect the proposed project as submitted for entitlement review. The Project Description will be utilized for the CEQA documents in addition to required technical studies.

2. Scoping and Notice of Preparation

PCE will prepare a Notice of Preparation (NOP) for the project, stating that an environmental impact report (EIR) will be prepared, as well as providing sufficient information describing the project and the potential environmental effects. The NOP will include: 1) project description, 2) project location, and 3) probable environmental effects of the project. The City will be responsible for filing and sending the NOP as required pursuant to CEQA Guidelines Section 15802 (Notice of Preparation and Determination of Scope of EIR).

To expedite the consultation, the PCE will assist the City with hosting a Scoping Meeting with the public and between representatives of the responsible agencies. The purpose of the Scoping Meeting will be to determine the scope and content of the environmental information required. PCE will prepare the notice to be sent by the City to: 1) bordering cities/counties, 2) any responsible agency, 3) any public agency that has jurisdiction to the project, and 4) any organization or individual who has filed a written request for the notice. PCE will also assist the City with holding a scoping meeting with Caltrans, if requested.

3. Technical Studies and Analysis

a. **Air Quality, Health Risk Assessment, Greenhouse Gas Emissions, and Energy Technical Analysis**

PCE will work with JJM Air Quality Consulting Services to prepare an Air Quality/Greenhouse Gas Emissions/Health Risk Assessment/Energy Technical Analysis for the project.

1. **Air Quality, Health Risk, Greenhouse Gas Emissions, and Energy Technical Report**

i. **Background Air Quality, Health Risk, Greenhouse Gas, and Energy Information**

The analysis will contain background information, including a description of air pollutants, toxic air contaminants, and greenhouse gas emissions. Background information will also describe the following information: the regulatory environment for air quality, the health impacts of the various air pollutants, and the regulatory environment surrounding climate change and potential impacts of climate change.

ii. **Criteria Pollutant and Greenhouse Gas Emission Estimation**

Emissions associated with project construction and operation will be evaluated using the current version of the California Emissions Estimator Model (CalEEMod) at the time of preparation. Pollutants to be assessed include reactive organic gases, oxides of nitrogen, carbon monoxide, sulfur oxide, particulate matter, fine particulate matter, and carbon dioxide equivalents in metric tons (MT CO₂e). Impacts from

emissions would be evaluated and documented. This task includes one round of comprehensive emissions modeling. If applicable, any mitigated scenarios necessary will be quantified as part of this task.

Guidance presented by the San Joaquin Valley Air Pollution Control District (SJVAPCD) will be followed in the assessment and estimation of emissions, including following the SJVAPCD's recommendations for analytical approaches, thresholds, and—if necessary—mitigation measures or proposed project design features.

The methodology (including modeling assumptions), analysis, and results will be provided as part of the technical report.

iii. Ambient Air Quality Analysis Screening and Health Risk Assessment

All localized impacts will be addressed at the programmatic level. The SJVAPCD recommends that development projects be evaluated for potential health impacts to surrounding receptors (on-site and off-site) resulting from operational and multi-year construction TAC emissions. Due to the size and nature of the project, potential health risk impacts will be addressed at the programmatic level. If information is sufficient to provide a quantified health risk assessment for the project and one is requested by the applicant and/or required by the City of Merced, additional work associated with a quantified health risk assessment would be performed under a separate scope of work or an augment to this scope of work.

1. Greenhouse Gas Analysis

JJM will conduct a greenhouse gas (GHG) analysis that will include estimates of GHG emissions associated with construction and operation of the project. The analysis will follow SJVAPCD and City of Merced guidance and will be performed in accordance with the CEQA Guidelines and applicable standards of local agencies. The analysis will include a comparison to California Air Resources Board's (CARB's) adopted 2022 Scoping Plan. The analysis will be wholly contained within the Air Quality, Health Risk Assessment, Greenhouse Gas Emissions, and Energy Technical Memorandum. Supporting technical data, including modeling assumptions, outputs, and calculations will be appended to the Air Quality, Health Risk Assessment, Greenhouse Gas Emissions, and Energy Technical Memorandum.

2. Energy Analysis

Energy consumption estimates will be prepared for use in an analysis of energy impacts consistent with the CEQA Guidelines Appendix F Energy analysis requirements. Energy consumption associated with construction and operation of the project will be estimated using the model inputs and assumptions associated with the Air Quality and Greenhouse Analysis. Calculations for the energy estimates will include on-site construction equipment fuel and electricity consumption, off-site construction vehicle

fuel consumption, operational electricity consumption, operational natural gas consumption, and operational vehicle fuel consumption.

iv. Addressing CEQA Impact Questions

JJM will provide impact analyses for air quality, GHG, and energy using the analysis described in the tasks above. In accordance with the CEQA guidelines, the questions listed below will be addressed.

For air quality impacts the following questions will be answered:

- Would the project conflict with or obstruct implementation of the applicable air quality plan?
- Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable national or State ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?
- Would the project expose sensitive receptors to substantial pollutant concentrations?
- Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

For GHG impacts, the following questions will be answered:

- Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- Would the project conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?

For energy impacts, the following questions will be answered:

- Would the project result in a potentially significant environmental impact due to the wasteful, inefficient, or unnecessary consumption of energy resources during construction or operation?
- Would the project conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

2. Prepare Responses to Public Comments (Contingency Task)

It is understood that the Air Quality, Health Risk, Greenhouse Gas Emissions, and Energy Analysis Technical Report to be prepared under Task 1 would be used to support the corresponding sections for the project's environmental review under CEQA. As such, the analyses included within the environmental document (i.e., the EIR or IS/MND) will be circulated for public review. Following the receipt of comments on the Public Draft Environmental Impact Report (EIR), JJM will prepare a written "Response to Comments" document that addresses any substantive comments received by the public or commenting agencies (such as the SJVAPCD or CARB) on the Public Draft EIR. If the lead agency provides the draft EIR to the SJVAPCP or other agencies prior to the public review that leads to comments on the technical analysis, then part of the work under this task may commence at

that time.

For public comments, JJM will coordinate with the prime environmental consultant (Precision Civil Engineering, Inc.) to obtain the comments pertaining to the air quality, greenhouse gas, or energy sections. JJM will coordinate directly with Precision Civil Engineering, Inc. to provide responses in a format that will be easily incorporated into the overall response to comments for the EIR. It is anticipated that the Response to Comments document will reproduce the written comments and provide responses to each significant concern raised therein. Comments that do not raise relevant concerns will also be noted and addressed appropriately. If minor edits or changes to the technical analysis are completed to adequately respond to comments, JJM will provide any changes in a version of the report that shows tracked changes. Alternatively, JJM may coordinate with the prime consultant to determine if a separate memorandum or document to be incorporated into the final EIR and/errata would be more appropriate.

As this is a contingency task, work for this task would only be completed if certain conditions are met. If there are no comments related to the Air Quality, Health Risk, Greenhouse Gas Emissions, and Energy Analysis Technical Report, there would be no need for a written response to comments. However, JJM has included Task 2 to cover any costs that are associated with response to comments from the public and/or commenting agencies (such as the SJVAPCD). In some instances, this may include meetings and other coordination efforts that go beyond the scope of work outlined in Task 1. Any of these efforts may trigger the need for Task 2. In the event that Task 2 requires less than 10 hours of time from JJM, work under Task 2 will be billed only for time and materials in amount not to exceed the price listed in the "Proposed Fee" section.

b. Biological Resources Assessment

PCE will work with Argonaut Ecological Consulting, Inc. to conduct the Biological Resources Assessment for the Project.

1. Data Base Review and Field Reconnaissance

Argonaut will conduct a database review to identify potential biological resources within the study areas (both the annexation area and the 15 acre project area). We will use all existing available information (City of Merced General Plan, etc.) and available databases. A reconnaissance level field review will be performed to ground truth the aerial photographs and generally characterize the annexation lands. No detailed field studies will be performed and the field review will be limited to a single visit.

The fieldwork will not include any protocol-level surveys for special-status species (i.e., surveys to determine the presence or absence of special-status species). A habitat assessment for special-status species will be completed to a level to allow for determination of the potential presence or absence of special-status species. Any potential aquatic resources (ponds, drainages, seasonal wetlands, etc.), if present, will also be mapped.

2. Biological Resource Assessment

We assume the biological evaluation will be the technical basis for an environmental review

under the California Environmental Quality Act (CEQA). The biological assessment will address current land uses and zoning and proposed zoning. The biological assessment will include a review of pertinent databases, including the California Natural Diversity Database (CNDDDB), the US Fish and Wildlife Service IPac, the USFWS National Wetland Inventory, and others. The 153-acre annexation lands will be discussed and evaluated on a "programmatic-level" (and assumes future development of individual parcels may require additional biological studies) and the 15-acre tentative tract map area will be discussed on a project-level. The conclusions and recommendations will include the need for future studies or additional mitigation.

c. Cultural Resource Assessment

PCE will work with Peak & Associates, Inc. to prepare a Cultural Resource Assessment for the Project.

1. A records search will be conducted through the Central California Information Center of the California Historical Resources Information System will be conducted for the entire project area, with a ¼ mile buffer. The search will provide locations of previous survey efforts and recorded sites in the project area. Recent surveys in the research area will provide valuable information on settlement patterns for survey efforts of the remainder of the project area at a later date.
2. Historical research will be conducted using the numerous maps available and County Assessor records for construction dates of residential buildings. The maps show locations of older features, some of which may still be extant; other locations may be historic period archeological sites, at the site of older building complexes. All locations will be plotted onto base maps of the project area, showing the likelihood of older historic sites and locations of existing older buildings.
3. A field visit will be completed to review the setting and to photograph recorded buildings and view possible settings for prehistoric period resources.
4. For the project area, a report will be prepared, detailing the cultural background, results of the record search, a general cultural background, research procedures, research results for the records search and archival research. The report will include maps and tables showing sensitivity of various portions of the project area to the degree possible.
5. The completion of the resource inventory and sensitivity map will form the basis for planning future field studies.

d. Environmental Noise Assessment

PCE will work with WJV Acoustics, Inc. to prepare an Environmental Noise Assessment for the Project.

1. Conduct a project site inspection to evaluate the acoustical characteristics of the project site and surrounding area, note the locations of nearby noise-sensitive receptors and identify existing noise sources in the project area. Conduct ambient noise monitoring at representative locations throughout the project vicinity that could have potential noise-

related conflicts as a result of the proposed project. It is anticipated that continuous 24-hour ambient noise measurements will be conducted at up to four (4) locations using automated noise monitors and that short-term sampling of ambient noise levels will be conducted at up to eight (8) additional sites. The information developed during the performance of this task will be used to prepare the setting (existing conditions) section of the CEQA documents being prepared by others for the project.

2. Analyze potential project-related changes in roadway traffic noise exposure along roadways within, adjacent to, or near the project site. Calculations will be performed using the FHWA Highway Traffic Noise Prediction Model and traffic data to be obtained from the project traffic engineer or other sources as may be appropriate. Compare project-related changes in traffic noise exposure to applicable noise level standards and other thresholds of significance.
3. Review available documents to determine aircraft noise exposure and land use compatibility associated with aircraft noise exposure from the Merced Regional Airport, as it affects the project site.
4. Evaluate potential noise impacts from the project including 1) noise levels from existing noise sources as they may affect the proposed development, and 2) noise levels resulting from development of the project as they may affect existing and proposed noise-sensitive uses in the project area. This task will include an assessment of exterior and interior noise levels.
5. Quantify noise and vibration levels that would likely occur during construction of the project as they could affect nearby existing or planned noise-sensitive receptors. Identify nearby existing or planned noise-sensitive receptors that could be subjected to noise or vibration levels in excess of applicable noise standards or CEQA thresholds as a result of the project construction.
6. Compare project-related noise levels to applicable City of Merced noise standards and other appropriate noise impact assessment thresholds as required by CEQA. Prepare generalized recommendations for noise mitigation as may be required for compliance with applicable standards. Identify any residual noise impacts considered to be significant and unavoidable.
7. Prepare a written technical report summarizing the methods, data, findings, and recommendations of the study. The report and associated exhibits will be formatted to facilitate incorporation into the CEQA documents being prepared for the project.
8. Review and respond to comments provided by the project team and/or City of Merced, as may be appropriate. Respond to noise comments related to the technical report and CEQA documents.

e. Water Supply Assessment

PCE will work with Akel Engineering to prepare a Water Supply Assessment for the project.

1. Review Relevant Reports

This task includes reviewing the relevant reports (Urban Water Management Plan, Water Shortage Contingency Plan, Groundwater Sustainability Plan, Water Master Plan, and other Water Supply Assessments in the City of Merced, etc.) and provide a data collection matrix.

2. Incorporate Proposed Development and Proposed Land Use

This task consists of reviewing the purposed land use provided by Precision Civil Engineering (PCE) staff, preparing the development inventory and phasing table through discussions with PCE staff.

3. Water Demand Projection

This task consists of preparing a water demand analysis for the proposed projects, based on demand coefficient provided by PCE and Merced 2014 Water Master Plan prepared by AECOM.

4. Water Supply Projection

This task consists of preparing the groundwater, surface water, and recycled water availability as documented in the UWMP and GSP.

5. Water Sufficiency Analysis

This task consists of preparing the water sufficiency analysis under normal, single dry, multi-dry year conditions.

6. Prepare WSA Report

The WSA report will be based on findings in Task 1 to Task 5 and provide documentation on the impact of the applicant's project on the water supply capacity. It should be noted that this analysis relies on existing reports and information regarding water supply conditions, as documented in the relevant reports listed in Task 1 and in the Urban Water Management Plan, Groundwater Sustainability Plan.

7. Project Management

This task consists of project management and participating meetings

f. Traffic Impact Analyses and Vehicle Miles Traveled Analyses

PCE will work with JLB Traffic Engineering, Inc. to prepare a Vehicle Miles Traveled Analyses (VMT) and Optional Traffic Impact Analyses (TIA) for the Project.

1. Merced CAG Modeling

JLB will estimate trip generation for the proposed Project based on information contained within the operational statement, Project site plan (if any), data to be provided by the Client, data from the Institute of Transportation Engineers (ITE) reference, Trip Generation, Latest Edition, and other trip generation sources readily available. Trip generation of the Project will be prepared for each phase and Project Buildout.

JLB will review and define the traffic analysis zone (TAZ) boundaries and link segments in the

model for the Existing, and Cumulative Year Scenarios. A technical letter requesting the appropriate modeling will be completed and submitted to Merced CAG and a modeling consultant. This technical letter along with exhibits and tables as appropriate will identify any land use, link network, and TAZ zone modifications for all the study scenarios. It is important that the Merced CAG Model accurately reflects the land use, link, and TAZ network within the study area under all scenarios to be analyzed. This allows the traffic consultant to accurately project changes in traffic patterns as a result of network changes and land use modifications.

2. Prepare VMT Analysis Report

JLB will work with Merced CAG to prepare a Vehicle Miles Traveled (VMT) analysis of the proposed Project. Based on the output of the Merced CAG Model if VMT for the proposed Project exceeds the City of Merced VMT goal(s), JLB will prepare feasible recommended mitigation measures to help the Project achieve the City of Merced VMT goals. However, if it is determined that the Project's VMT impacts cannot be mitigated to be less than significant, JLB will promptly inform Client so that we can jointly determine how to proceed with the Project. This could include re-running the Project at a different density or mixed use.

JLB will prepare the Draft VMT Report. The Draft VMT Report will include tables and graphics summarizing the results and conclusions of the study accompanied by a technical appendix. Minor comments to the Draft VMT Report can be incorporated prior to the reports being provided to the City of Merced. JLB will provide up to four copies of the VMT Report to the Client for its submittal to the City of Merced for their distribution within City departments, County of Merced, and Caltrans.

Revise the Draft VMT Report considering the affected agency's comments from the review of the Draft VMT Report and prepare a Final VMT Report. JLB will provide a PDF of the Final VMT Report to the Client for its submittal to the City of Merced for their distribution within City departments, County of Merced, and Caltrans.

3. Meetings, Conference Calls:

At the request of Client, JLB will attend meetings and conference calls. The attendance of meetings, conference calls and the testing of what if scenarios will be billed on a time and materials basis pursuant to JLB's 2024-2025 Rate Schedule.

4. Finalize TIA Scope Work (Optional):

Prepare a traffic engineering letter presenting the proposed Draft Scope of Work for the preparation of the TIA. The TIA draft scope of work letter will include a detailed Project description, trip generation, traffic scenarios, the Project's Select Zone from the Merced CAG Project Modeling, and intersections and segments to be analyzed pursuant to the City of Merced, County of Merced, and Caltrans TIA guidelines. As applicable, arrange for and attend a TIA scoping meeting (up to one hour) with the City of Merced, County of Merced, and Caltrans.

5. Prepare TIA Report (Optional)

- JLB will conduct a qualitative safe route to school evaluation from the Project site to the K-12 school(s) which would most likely serve the Project on opening day.
- JLB will conduct a qualitative transit evaluation in the vicinity to the Project.
- JLB will conduct a qualitative bikeways evaluation in the vicinity to the Project.
- JLB will conduct an evaluation of the existing and planned circulation network to include the study intersections, roadway segments, and those facilities agreed upon during Task 4.
- As appropriate, obtain recent or schedule and conduct new traffic counts for the study facilities.
- Prepare California Manual on Uniform Traffic Control Devices (CA MUTCD) peak hour signal warrants for un-signalized study intersections under all study scenarios.
- Perform a site visit to observe existing traffic conditions, including geometrics and traffic controls, will be verified.
- Forecast trip distribution will be made based on turn count information and knowledge of the existing and planned circulation network in the vicinity of the Project.
- JLB will evaluate existing and forecast future levels of service (LOS) at the study intersection(s) and/or segment(s) as determined during Task 4. JLB will use HCM 7th Edition or HCM 2000 methodologies as appropriate to perform this analysis for the a.m. and p.m. peak hours. Intersection LOS will be prepared in Synchro software. JLB will identify the cause(s) of poor level of service and proposed improvement measures (if any).
- Prepare a five-year collision analysis based on the Statewide Integrated Traffic Reporting System (SWITRS) database for all existing study intersections and segments.
- JLB will forecast and analyze traffic volumes for the following scenarios:
 - Existing traffic conditions with needed improvement measures (if any);
 - Existing plus Project Buildout traffic conditions with proposed improvement measures (if any);
 - Near Term plus Project Buildout traffic conditions, plus Approved and Pending Developments traffic conditions with proposed improvement measures (if any);
 - Cumulative Year 2046 No Project traffic conditions with proposed improvement measures (if any); and
 - Cumulative Year 2046 plus Project Buildout traffic conditions with proposed improvement measures (if any).
- One hour peak period to be analyzed (Tuesday, Wednesday, or Thursday only):
 - 7 – 9 AM Peak Period
 - 4 – 6 PM Peak Period
- Segments proposed to be analyzed:
 - None
 - It should be noted that the actual study segments(s) may change based on the outcome of the communication with City of Merced, County of Merced, and Caltrans staff. These locations will be finalized during the TIA scope of work under Task 4.
- Intersections proposed to be analyzed:
 - Childs Avenue at D Street
 - Childs Avenue at B Street
 - Childs Avenue at Tyler Road

- Childs Avenue at Motel Drive
- Childs Avenue at Parsons Avenue
- Gerard Avenue at State Route (SR) 59
- Gerad Avenue at G Street
- Gerad Avenue at Tyler Road
- Gerard Avenue at Henrey Street
- Mission Avenue at SR 59
- Mission Avenue at G Street
- Mission Avenue at La Habra Street
- Mission Avenue at Tyler Road
- Mission Avenue at Henrey Street
- Mission Avenue at Coffee Street
- It should be noted that the actual study intersections(s) may change based on the outcome of the communication with City of Merced, County of Merced, and Caltrans staff. These locations will be finalized during the TIA scope of work under Task 4. Queuing analysis is included in the proposed scope of work for the study intersections listed above under all study scenarios. This analysis will be utilized to recommend minimum storage lengths for left and right turn lanes at all study intersections.
- Project Only Trip Assignment to the Following State Facilities: The trip assignment to the following interchanges will be provided for the proposed Project land use designation.
 - SR 99 / Mission Avenue
 - It should be noted that the actual study facilities(s) may change based on the outcome of the communication with City of Merced, County of Merced, and Caltrans staff. These locations will be finalized during the TIA scope of work under Task 4.
- Preparation of Draft TIA Report:
 - Based on the scope of work described above, a Draft TIA Report will be prepared. The Draft TIA Report will include tables and graphics summarizing the results and conclusions of the study accompanied by a technical appendix. Minor comments to the Draft TIA Report can be incorporated prior to the reports being provided to the City of Merced. JLB will provide up to four copies of the TIA Report to the Client for its submittal to the City of Merced for their distribution within City departments, County of Merced, and Caltrans.
 - Revise the Draft TIA Report considering the affected agency's comments from the review of the Draft TIA Report and prepare a Final TIA Report. JLB will provide a PDF of the Final TIA Report and the City of Merced, County of Merced, and Caltrans.

g. Preparation of Draft Environmental Impact Report

PCE will prepare a Draft EIR that evaluates the potential environmental impacts and considers any public comments received from the scoping process. The components of the Draft EIR will include:

- Executive Summary
- Project Description
- Project Setting

- Alternatives
- Potential Impacts and Mitigation Measures
- Conclusion
- Bibliography
- Technical Appendices (described above)

PCE will prepare the Draft EIR in the following order:

- Administrative Draft. PCE will submit an electronic version of the Administrative Draft EIR to the City as a Word document. Technical studies will be submitted electronically as PDF documents. PCE will go through at least two (2) round of edits on the Administrative Draft, with the understanding that multiple edits may be required depending on the City's review of the Administrative Draft. Additional time may be needed for edits or delays by the City.
- Public Draft. PCE will revise the Administrative Draft ("Revised Administrative Draft") based on comments received. Once all edits are reviewed and approved, PCE will prepare the Public Draft EIR. PCE will submit an electronic version of the Public Draft as a Word document.

h. Preparation of Final Environmental Impact Report

PCE will prepare a Final EIR that incorporates responses to public comments and includes the Findings of Fact, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program. The components of the Final EIR will include:

- Draft EIR
- Comments and recommendations received on the Draft EIR
- Responses to significant environmental points raised in review and consultation process
- List of persons and agencies commenting on the Draft EIR
- Any other information added by the City

PCE will prepare the Final EIR in the following order:

- Administrative Draft. PCE will submit an electronic version of the Administrative Draft Final EIR to the City as a Word document. Technical studies will be submitted electronically as PDF documents. PCE will go through a round of edits on the Administrative Draft, with the understanding that multiple edits may be required depending on the City's review of the Administrative Draft. Additional time may be needed for edits or delays by the City.
- Public Draft. PCE will revise the Administrative Draft ("Revised Administrative Draft") based on comments received. Once all edits are reviewed and approved, PCE will prepare the Public Draft Final EIR. PCE will submit an electronic version of the Public Draft as a Word document.

PCE will also prepare the Findings of Fact, Statement of Overriding Considerations (if required), and MMRP for adoption once the Final EIR has been certified by the City and the City has approved the project. A brief explanation and rationale will be prepared for each finding in addition to specific reasons and substantial evidence for the statement of overriding considerations. The MMRP will be provided in table format. The findings, statement of overriding considerations, and MMRP will be prepared in advance of approval of the project.

i. Noticing, Circulation, and Filings

PCE will prepare notices in accordance with CEQA requirements. The City will be responsible for

posting, publishing, and filing, in addition to associated costs. The Applicant will be responsible for payment of applicable fees (e.g., CDFW).

- Notice of Availability and Legal Notice: PCE will prepare the Notice of Availability (NOA) and Legal Notice for newspaper publication. The City will be responsible for signing, posting, and filing the NOA and coordinating the publication of the Legal Notice.
- State Clearinghouse Forms: PCE will prepare all required State Clearinghouse Forms including the Summary Form, Notice of Completion (to be signed by City), Notice of Availability (to be signed by City), and Public Review Draft EIR. The City will be responsible for posting all completed forms to the State Clearinghouse CEQA portal.
- Notice of Determination: PCE will prepare the Notice of Determination (NOD). The City will be responsible for signing, posting, and filing the NOD following the hearing. The Applicant will be responsible for payment of applicable fees (e.g., CDFW fees).

j. Project Management and Administration

PCE will provide overall management of the project through the certification hearings for the EIR, including attendance at meetings, tracking and modifying the budget and scheduling of the project, and general quality assurance for the work in addition to regular communications and coordination with the Client and the City.

III. COST OF SERVICES

Task 1. Preparation of Project Description and Exhibits	\$5,500.00
Task 2. Scoping and Notice of Preparation	\$2,500.00
Task 3. Technical Studies and Analysis (without TIA Report)	\$109,492.65
Task 3. Technical Studies and Analysis (with TIA Report)	\$161,587.65
<i>Air Quality, Health Risk Assessment, Greenhouse Gas Emissions, and Energy Technical Analysis</i>	<i>\$ 9,000.00</i>
<i>Biological Resource Assessment</i>	<i>\$9,600.00</i>
<i>Cultural Resource Assessment</i>	<i>\$18,535.00</i>
<i>Environmental Noise Assessment</i>	<i>\$10,850.00</i>
<i>Water Supply Assessment</i>	<i>\$22,626.00</i>
<i>VMT Analyses</i>	<i>\$24,600.00</i>
<i>TIA Report (Optional)</i>	<i>\$45,300.00</i>
<i>15% for Review and Administration of Technical Studies (without TIA Report)</i>	<i>\$14,281.65</i>
<i>15% for Review and Administration of Technical Studies (with TIA Report)</i>	<i>\$21,076.65</i>
Task 4. Preparation of Draft Environmental Impact Report	\$50,000.00
Task 5. Preparation of Final Environmental Impact Report	\$10,000.00
Task 6. Noticing, Circulation, and Filings	\$2,500.00
Task 7. Project Management and Administration	\$14,500.00
Total Cost (without TIA Report)	<u>\$194,492.65</u>
Total Cost (with TIA Report)	<u>\$246,587.65</u>

IV. TIMELINE

The proposed timeline is based on the above scope of services and provides approximate durations for each task.

Task	Timeline
Task 1. Preparation of Project Description and Exhibits	1-2 weeks
Task 2. Scoping and Notice of Preparation	2 -3 weeks
Task 3. Technical Studies and Analysis (without TIA report)	4-6 months
Task 3. Technical Studies and Analysis (with TIA report)	4-8 months
Task 4. Preparation of Draft Environmental Impact Report	5 months
Task 5. Preparation of Final Environmental Impact Report	2.5 months
Task 6. Noticing, Circulation, Filings	2-3 weeks
Task 7. Project Management and Administration	Ongoing

V. RESPONSIBILITY OF CLIENT/CITY

The following tasks are not included and are assumed to be the responsibility of the Client/City:

- Submittal Materials and Agency Comments (Client/City)
- Filing fees including California Department of Fish and Wildlife fees (Client)
- Tribal Consultation (AB 52 and SB 18) (City)

VI. WARRANTY AND LIABILITY

Any service deleted from this proposal by the Client will become the responsibility of the Client. The warranty and liability of this proposal is subject to the attached Schedule of Conditions.

All information gathered during the study by Precision Civil Engineering, Inc. is considered confidential and will be released only upon written authorization of the client or as required by law. California law requires a person to inform the State if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or to the environment. Therefore, the client will be contractually bound to make any said disclosures in lieu of Precision Civil Engineering, Inc., its owners, principals, employees or subcontractors. Following acceptance of this proposal, as a condition to terminating any portion of the services described in this proposal prior to such services being provided by Precision Civil Engineering, Inc., Client must first pay in full at the contracted rate for all services performed by Precision Civil Engineering, Inc. through the effective date of the termination.

VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:

(This proposal shall be good for 30 days after proposal date)

PRECISION CIVIL ENGINEERING, INC.

_____ Date: _____

Edward D. Dunkel, Jr., President

CITY OF MERCED

_____ Date: _____

Sam Rashe

Client Accounts Payable Information Request Sheet

Thank you for considering/accepting our proposal. To ensure a smooth and efficient invoicing and payment process, please complete the following form with your Accounts Payable information and preferences.

This will help us tailor our invoicing to your needs and avoid any delays in processing.

Client Information

- **Company Name:**
- **Primary Contact for Accounts Payable:**
- **Email Address for Invoices:**
- **Phone Number:**
- **Mailing Address (if required for invoicing):**

Invoicing Preferences

1. **Preferred Method of Invoice Delivery (check one):**
 - Email
 - Mail
 - Upload to Payment Portal (please provide link):
 - Other:
2. **Are Purchase Orders (POs) Required?**
 - Yes
 - NoIf yes, please provide any necessary instructions or PO contact info:
3. **Is a Conditional Release Wavier Required:**
 - Yes
 - No
4. **Billing Contact (if different from AP Contact):**
 - Name:
 - Email:

Payment Schedule & Policies

5. **Standard Payment Terms (e.g., Net 30):**
6. **Is there a monthly cutoff date for invoice submissions to be included in that month's payment cycle?**
 - Yes – Cutoff Date:
 - No
7. **Typical Payment Run Dates (if known):**

8. Preferred Remittance Method:

- Check
- ACH/Direct Deposit (please attach remittance instructions or banking details)
- Other:

9. Do you need a W-9 sent?

- Yes
- No

Additional Notes / Requirements

Please let us know if there are any special invoice instructions, tax exemption forms, or documentation required with each invoice:
