

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of January, 2012 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 Quad Knopf, Inc., a California Corporation, whose address of record is 5110 West Cypress Avenue, P.O. Box 3699, Visalia, California 93278, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to prepare environmental technical studies for Bear Creek Bike Path Project ("Project"); and,

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

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

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the 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 City Engineer or his 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. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Twenty-One Thousand One Hundred Seventy-Seven Dollars (\$21,177.00).

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. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, protect, defend, (with legal counsel reasonably acceptable to 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, or expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, the negligence, recklessness, willful misconduct of Consultant or its employees, subcontractors, or agents in the performance of this Agreement. 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. 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **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: John M. Bramble  
City Manager

ATTEST:  
JOHN M. BRAMBLE, CITY CLERK

BY: [Signature]  
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: [Signature] 6/20/11  
City Attorney Date

V-9031

2/21/16 PO# 104082  
ACCOUNT DATA:

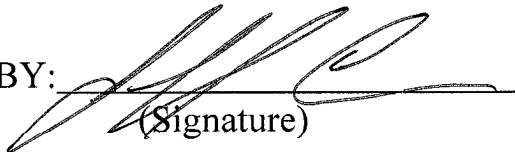
BY: [Signature]  
Verified by Finance Officer  
Funds Available. MK 1/18/12  
450-1104-637-6500 110006  
\$21,177.00

CONSULTANT  
QUAD KNOFF, INC.,  
A California Corporation

BY:   
(Signature)

Janet Freeman  
(Typed Name)

Its: CTO  
(Title)

BY:   
(Signature)

Jeffery S. Cowart  
(Typed Name)

Its: Bakersfield Branch Manager  
(Title)

Taxpayer I.D. No. 94-2228472

ADDRESS: 5110 West Cypress Ave.  
P.O. Box 3699  
Visalia, CA 93278

TELEPHONE: (559) 733-0440

FAX: (559) 733-7821

E-MAIL: janetf@quadknopf.com

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# Quad Knopf

December 5, 2011

Ken Elwin, PE  
Associate Engineer  
City of Merced  
678 W. 18<sup>th</sup> Street  
Merced, CA 95340

**Subject: Project #111066 Proposal for Environmental Services for the Bear Creek Bike Path Project**

Dear Mr. Elwin:

We appreciate the opportunity to provide a proposal to assist the City with environmental compliance services for the Class I Bike Path Project located from Buena Vista Drive to 16<sup>th</sup> Street along Bear Creek and SR 99 Corridor. We feel that Quad Knopf's recent Caltrans environmental processing experience can be used to help expedite the environmental permitting and processing of the project.

It is our understanding that:

- The project has an approved PES form which outlines the required technical studies.
- Technical studies need to be completed within 2 months.

Based on our understanding, we have prepared a Firm Overview, Scope of Services, Project Schedule and Cost Estimate, which is included herein as Attachment A. We have also reviewed the sample Agreement for Professional Services and the document is acceptable to Quad Knopf.

We would like to thank you again for the opportunity to submit this letter proposal to you. Please do not hesitate to contact Travis Crawford at (559) 733-0440 or [travisc@quadknopf.com](mailto:travisc@quadknopf.com) should you have any questions or comments.

Sincerely,

Travis L. Crawford, AICP  
Senior Environmental Planner

Clifford L. Ronk  
Visalia Branch Manager

P110489

## EXHIBIT A



## ATTACHMENT A

### Firm Profile, Scope of Work, Schedule for Services, and Cost Estimate

#### Firm Profile

Quad Knopf has a diverse staff of approximately 100 employees in four offices – including our headquarters in Visalia and branches in Bakersfield, Fresno, and Roseville. We provide an extensive range of services, including **environmental services, biology, land use planning, civil engineering, geographic information systems, land surveying, landscape architecture, construction management and utility coordination.**

Since 1972, we have successfully partnered with cities, counties, state agencies and other public agencies, to spread the Quad Knopf Effect {QK<sup>e</sup>}, which has translated into many long-lasting relationships.

The {QK<sup>e</sup>} is a core philosophy we apply to each project. It is the use of our talents and services to develop efficient solutions that have lasting positive impacts for our clients and those who depend on them. It means safer streets, quality homes and schools, and clean water – a better quality of life.

We offer the following:

- ◆ More than 36 years of service throughout California;
- ◆ Key personnel with experience in working for local governments and affiliated agencies;
- ◆ A high proportion of **professionally registered, licensed, and certified staff** in a variety of disciplines (**P.E., PLS, AICP, LEED AP**);
- ◆ A verifiable record of widely varied and successful project experience; and
- ◆ Direct, concentrated involvement of senior associates.

Additionally, Quad Knopf is a three-time honoree of both the Engineering News-Record's listing of the Top 500 Design firms and the Zweig Letter's Hot Firms List.

#### Caltrans Technical Studies - Project Experience

##### Mountain Road 319 Bridge Replacement County of Tulare

Quad Knopf was retained by Tulare County to prepare environmental documentation required to replace a structurally deficient bridge in the foothills outside of Three Rivers, CA. Quad Knopf prepared and processed CEQA documentation, NEPA documentation according to Caltrans requirements as well as coordinated a wetlands delineation, biological survey, and applications of permits as required for a California Department of Fish and Game 1602 Stream Alteration Permit, a 401 Clean Water Act Permit through the Regional Water Quality Control Board, and the Central Valley Flood Protection Board.



**Yosemite Springs Bridge Replacement**

**County of Madera**

Quad Knopf was retained to prepare CEQA documentation, as well as coordinate wetlands delineations, biological surveys, and applications of permits as required for a California Department of Fish and Game 1602 Stream Alteration Permit, a 401 Clean Water Act Permit through the Regional Water Quality Control Board, and Caltrans project approvals for a bridge replacement project. Additional services for this project included: hydraulic studies and utility coordination for this project.

**China Creek Bridge Replacement**

**County of Madera**

Quad Knopf is working directly with Cornerstone Engineering to provide environmental services pertaining to the replacement of the China Creek Bridge on Road 425B. The bridge serves as a primary transportation link for area residents and is being widened from two lanes to three. Quad Knopf is preparing CEQA documentation, coordinating wetlands delineations, biological surveys, and applications of permits as required for California Department of Fish and Game 1602 Stream Alteration Permit, Regional Water Quality Control Board permit, and Caltrans project approvals – which includes coordinating the Preliminary Environmental Scoping (PES) directly with Caltrans.

**Plano Bridge Replacement Project**

**City of Porterville**

The City of Porterville is currently in the process of improving the Plano Bridge with funding from Federal Highway Administration, and has retained Quad Knopf to prepare the necessary environmental and hydraulic studies as required by the Preliminary Environmental Study Form. The hydraulic studies included evaluation of the base flood elevation before and after the bridge improvements. Coordination with District 6 included the review and approval of the flood encroachment findings. A technical memorandum summarized the design recommendations in order to address the location hydraulic study, and the floodplain encroachment report.

**McAuliff Street Construction & Elderberry Project**

**Visalia, California**

Quad Knopf provided engineering design and Caltrans Encroachment permitting services for the construction of McAuliff Street between Mineral King Avenue and the St. John's River. The project was divided into three phases, with each phase measuring approximately three-quarters of a mile long. Environmental services included a Mitigated Negative Declaration which involved several environmental permitting issues including crossing Mill Creek and Evans Ditch, construction in the streambed, and impacts to elderberry shrubs. Agency coordination involved California Fish and Game, Regional Water Quality Control Board, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers. Civil engineering tasks included: preliminary plans, construction plans, specifications, utilities relocation, traffic control design and sign and signal modification, design survey, right-of-way location and monument establishment, traffic analysis and design, right-of-way acquisition maps and legal description, Caltrans Encroachment permits, and Mill Creek Ditch bridge culvert structural plans and cost estimates.

**Santa Fe Street and Ben Maddox Overcrossings**  
Visalia, California

The City of Visalia and the Tulare County Association of Governments (TCAG) completed a Project Study Report (PSR) for the State Route 198 corridor. The study was undertaken as a part of the City planning process to provide adequate roadway capacity throughout the corridor.

The Santa Fe Avenue Overcrossing requires removal of an existing railroad underpass and the construction of a new five-lane overcrossing as part of the extension of Santa Fe Avenue from Noble Avenue to Mineral King Avenue across SR 198. The project includes a precast concrete girder structure type to allow for appropriate vertical clearance while minimizing the grade changes at Nobel and Mineral King. Public acceptance for the project was gained via presentation of renderings at a Public Works Commission meeting. Additionally, a special presentation was given to Caltrans to obtain increased funding.

The Ben Maddox overcrossing structure, which widens the roadway from five lanes to eight across State Route 198, will be constructed in two stages. In the first stage, traffic will use the existing bridge while the new portion of the bridge is constructed. Then traffic will be shifted to this new portion, and barrier replacement, bridge deck treatment concrete overlay, and raised median will be constructed in the second stage.

**Visalia Road Construction**  
Farmersville, California

The project entails the widening of Visalia Road/Caldwell Avenue, from State Route 99 on the west to Orange Avenue in Exeter on the east, to a five-lane arterial road. An EIS/EIR was prepared to evaluate a portion through the City of Farmersville from one-eighth of a mile west of Virginia Avenue to one-fourth of a mile east of Brundage Avenue.

Funding for the project was obtained from the Tulare County Association of Governments (TCAG) and State Transportation Implementation Plan (STIP) funding. With those funding sources in place, environmental documentation was prepared pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA), and included a Mitigated Negative Declaration and a Categorical Exclusion with Technical Studies.

**Bike Path - Project Experience**

**City of Fresno Bicycle Master Plan**

Quad Knopf was retained by the City of Fresno to prepare CEQA documentation for the City-wide bicycle Master Plan. The document was certified by the City Council in October 2010.

**City of Visalia Bicycle Master Plan**

Quad Knopf was retained by the City of Visalia to prepare CEQA documentation for the City-wide bicycle Master Plan. The document was certified by the City Council in March 2011.

## Project Team

### Key Members

**Travis L. Crawford, AICP**  
Senior Environmental Planner / Project Manager

- ◆ Member, American Institute of Certified Planners
- ◆ B.A., English, 1999, San Diego State University
- ◆ Graduate Level Paralegal Certificate, Environmental Law, University of San Diego

As a Senior Environmental Planner, Mr. Crawford serves as the primary point of contact for numerous environmental documents and is responsible for maintaining the project's schedule and budget. He oversees the daily operations of the team, ensuring efficiency and competency. Mr. Crawford also uses his training as a Certified Paralegal to ensure that all work produced by the firm is legally defensible. Mr. Crawford has a wealth of experience in CEQA documentation, regulatory compliance analysis, and legal analysis. He has prepared CEQA documents for road improvement projects, bridge replacement projects, multiple local and college school districts, hospital districts, as well as residential and commercial developments. Additionally, he has provided technical services and special research to various clients that include: cities, counties, LAFCo, redevelopment agencies, and private developers.

**Miguel A. Barcenas, P.E.**  
Senior Civil Engineer

- ◆ B.S., Civil Engineering, Cal Poly State University 2002, San Luis Obispo
- ◆ Professional Engineer, State of California, No. 67700
- ◆ Member, American Society of Civil Engineering
- ◆ Member, American Public Works Association

As a Senior Civil Engineer, Mr. Barcenas will prepare and coordinate all drainage/hydraulic studies required by the regulating agency for review and approval of the proposed project. Mr. Barcenas' professional background includes nine years of civil engineering experience designing storm drainage systems, floodway channels, water distribution systems, flexible pavement design, rails to trails, and federal correctional institutions. Additionally, Mr. Barcenas has been involved in various improvement projects dealing with drainage mitigations measures requiring approval from agencies such as Caltrans, Army Corp of Engineers, Central Valley Flood Control District, Kern County Flood Control, and FEMA.

**Curtis Uptain**  
Principal Wildlife Biologist

- ◆ M.A., Zoology, California State University, Fresno
- ◆ B.A., Biological Sciences, California State University, Fresno
- ◆ Certified Associate Wildlife Biologist, Wildlife Society
- ◆ NEPA Certification, University of California, Davis

- ◆ CEQA Certification, University of California, Davis
- ◆ Certified in Habitat Evaluation Procedures, USFWS

**As Senior Biologist, Mr. Uptain oversees and coordinates all necessary biological tasks needed to meet applicable regulations and agency approvals.** Mr. Uptain specializes in conducting biological resource inventories and studies in the southwestern United States. He has more than 20 years experience working with federally and state-listed endangered species. Additionally, Mr. Uptain has been responsible for documenting the results of research and surveys in numerous technical reports such as environmental assessments, environmental impact reports, environmental impact statements, biological opinions, mitigation and monitoring plans, habitat management plans, and habitat conservation plans. Mr. Uptain currently holds, or has previously held, federal and state permits to trap and handle a number of threatened and endangered species.



## Scope of Work

### Introduction

Quad Knopf, Inc. (consultant) will provide the City of Merced (City) with Environmental Consulting Services related to the scope of services for the subject project as described herein.

### Project Description

The City is proposing to design and construct a Class I Bike Path located from Buena Vista Drive to 16<sup>th</sup> Street along Bear Creek and SR 99 Corridor. The project has an approved Preliminary Environmental Study (PES) form which outlines the required Caltrans technical studies. The project qualifies for a Categorical Exclusion with Technical Studies.

### Scope of Services

#### Environmental Technical Studies

We anticipate the following environmental technical studies will be required:

##### Task 1: NES / BA

Quad Knopf biologists will conduct database searches and a biological survey to determine the nature and extent of impacts to any potential biological resources. Quad Knopf will prepare the Natural Environmental Study and the Biological Assessment reports according to Caltrans and agency required format. The reports will include a discussion of water quality impacts, wetlands and invasive plants.

*Note: If special-status species are identified on the project site which require additional surveys/documentation, Quad Knopf is available to perform such services for an additional fee.*

##### Task 2: Floodplain

Preparation of the Floodplain permits will be completed using the existing base flood elevation currently published in the Flood Insurance Rate Map (FIRM). A preliminary pavement section will be determined and modeled in HEC-RAS using the existing cross sectional surface shown in the FEMA's flood study. It does not appear that major modifications have been made to the existing floodway since the flood study was published; therefore no additional topography has been budgeted for this task. The proposed improvements will be modeled under pre-developed and post-developed condition using the adopted flood study and will be the basis for preparing the following reports: 100-year Base Flood Elevation Report, Location Hydraulic Study, Floodplain Evaluation Report, and Summary Floodplain Encroachment Report. Two milestones have been budgeted for this task, which includes a preliminary package of the drainage reports, and a final drainage report with a coordination meeting if comments need to be addressed through Caltrans District 10.

Task 3: Visual Resources

Quad Knopf will prepare the Short Version Visual Impact Assessment. This will include a discussion on the existing visual resources and the project impacts on those resources. Caltrans guidelines on preparation of the Visual Impact Assessment will be followed.

*Note: This proposal assumes that no visual simulations will be required.*

Task 4: Land Use and Community Impacts

Quad Knopf will prepare a Technical Memorandum discussing land use issues resulting from the project. This will include landscape removal at Bear Creek Drive.

Task 5: Historical and Cultural Resources Report

Quad Knopf's subconsultant Sierra Valley Cultural Planning will prepare an Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR) to satisfy Caltrans requirements. This includes pre-field research and database search; field survey; and report preparation.

*Note: This proposal assumes that no more than two cultural resources will be identified in the project area.*

Task 6: Additional Analysis

According to the PES Form, the project will require analysis related to construction noise impacts and hazardous materials. Quad Knopf will conduct a records search to determine if there are any recorded areas involving hazardous materials / hazardous waste. Quad Knopf will also prepare a technical memorandum which discusses noise impacts and reduction measures.

Task 7: Permit Applications

Quad Knopf will prepare permit applications for the City of Merced for the following permits: the California Department of Fish and Game 1600 Stream Alteration Permit, U.S. Army Corps of Engineers Nationwide Permit (assuming the project qualifies for a Nationwide Permit), and Regional Water Quality Control Board 401 and NPDES Permit. Please note that the permit applications can be submitted to the regulatory agencies only after the CEQA document has been certified by the City.



### Project Schedule

The proposed schedule is contingent upon coordination with the City’s design engineer and City staff review/processing times. All reports can be submitted within 50 days of contract authorization.

Task	Estimated Number of Days After Authorization
Environmental Technical Studies	
Task 1 NES, Minimal Impact	50
Task 2 Floodplain	50
Task 3 Visual Resources	50
Task 4 Land Use/Comm. Impacts	50
Task 5 Historical/Cultural Reports	50
Task 6 Additional Analysis	50
Task 7 Permit Applications*	50*

*\* Permit Processing*

Processing of the CDFG 1600 and the RWQCB 401 permits are likely in the range of 45 – 90 days. For the ACOE permit, if design and construction results in less than one-tenth of an acre of temporary and permanent impacts within the Ordinary High Water Mark (OHWM), then a non-reporting nationwide permit is applicable. If impacts are greater than one-tenth of an acre (but less than one-quarter of an acre) within the OHWM, the City will be required to prepare a nationwide permit application that must be submitted to the ACOE. Processing is in the range of 3 to 6 months, but can be longer. Impacts greater than one-quarter of an acre require an Individual Permit, which can take a year or longer to process. Quad Knopf can work with the design engineer to calculate impacts in order to develop the most cost-effective and efficient solution.



### Project Fee

The tasks are proposed to be completed on a fixed fee basis.

Task	CK Fee
Environmental Technical Studies	
Task 1 NES, Minimal Impact	\$5,415
Task 2 Floodplain	\$2,300
Task 3 Visual Resources	\$945
Task 4 Land Use	\$945
Task 5 Historical/Cultural Reports	\$4,758
Task 6 Additional Analysis	\$1,620
Task 7 Permit Applications*	\$5,194*
<b>Total</b>	<b>\$21,177</b>

\* Please also note that there are mandated permit fees associated with the 1600 Stream Alteration Permit and the 401 Permit and potentially other permits. These fees are due at the time the permits are submitted to the respective agencies (fees are determined based on the actual project funding amount and project footprint). For a project of this size, fees are likely to be in the range of \$800+ for the 401 permit and \$3,000+ for the 1600 permit (this fee is calculated based on a percentage of total project cost). These fees are subject to change and are not included in the estimate for this project.