

## AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and J.B. Anderson Land Use Planning, a California Corporation, whose address of record is 139 South Stockton Avenue, Ripon, California 95366 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project that includes a General Plan Amendment and Site Utilization Plan Revision to Planned Development (P-D) #42 within the Bellevue Ranch West area, generally located south of Bellevue Road, west of M Street, and the Bellevue Ranch North area, generally located north of Bellevue Road, west of G Street; and,

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

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

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

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

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

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end when the environmental

document is completed to the City's satisfaction, all required copies of the document have been provided, all required meetings have been attended, and the final documents has been certified by the City.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Ninety-Six Thousand Four Dollars (\$96,004.00).

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

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

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

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall

be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

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

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

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

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

b. General Liability.

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

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

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

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

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

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

## 11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the 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. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

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

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

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

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

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

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

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

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

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

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

in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

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

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

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

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

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

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

ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

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

APPROVED AS TO FORM:

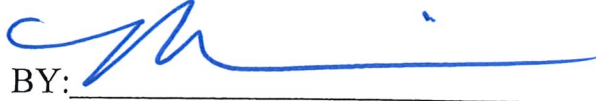
BY: Kimberly C. Madsen 8/11/12  
City Attorney Date

ACCOUNT DATA:

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

*{Signatures continued on next page}*

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

BY: 

Mark Niskanen

Its: Vice President  
(Title)

Taxpayer I.D. No. 27-2423212

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

TELEPHONE: (209) 599-8377

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

E-MAIL:

mark@jbandersonplanning.com



## CITY OF MERCED/STONEFIELD HOMES

### BELLEVUE RANCH MASTER DEVELOPMENT PLAN (MDP) – PREPARATION AND PROCESSING OF CEQA COMPLIANCE DOCUMENTS IN ASSOCIATION WITH AMENDMENTS TO GENERAL PLAN AND MDP

#### SCOPE OF WORK

June 7, 2021

#### Project Understanding:

The City of Merced adopted the Bellevue Ranch Master Development (MDP) and the associated Environmental Impact Report (EIR) on May 15, 1995. Since that time, development within the MDP area has occurred, primarily in Bellevue Ranch East (located south of Bellevue Road) and El Capitan High School, located north of Bellevue Road. The development of El Capitan High School required the preparation and adoption of an Addendum to the EIR. Table 6.1 of the MDP furthermore defines the phasing of backbone infrastructure needed to support development within the MDP area.

The Applicant, Stonefield Homes, is proposing to amend the City's General Plan and Bellevue Ranch MDP to amend adopted land uses primarily within the Bellevue Ranch West and Bellevue Ranch North areas within the MDP. Technically, the Application will consist of the following:

- General Plan Amendment;
- Site Utilization Plan Revision; and,
- MDP Amendment.

Based on our review of the MDP EIR, discussions with Stonefield Homes and City staff, and the land use modifications proposed, we anticipate the following environmental topics to be evaluated in the Supplemental Environmental Impact Report (EIR):

- Biological Resources;
- Energy and Global Climate Change;
- Land Use and Planning;
- Transportation/Traffic, and
- Cumulative Impacts.

A brief summary of these topics is provided below:

Biological Resources:

The 1995 EIR addressed Biological Resources. However, since that time, various Technical Studies have been prepared to address impacts to Fahrens Creek, as well as lands identified as “Critical Habitat” in Bellevue Ranch North. The intent of this section of the Supplemental EIR is to clarify the “Project” and update biological resource information and potential impacts in accordance with CEQA.

Energy and Global Climate Change:

The 1995 EIR did not evaluate Greenhouse Gas Emissions impacts as this environmental topic was not yet enacted into CEQA. JBA Staff will rely upon the City’s General Plan and EIR, as well as air quality analysis prepared by KD Anderson & Associates, Inc. in the review of this topic as part of the DRAFT Specific Plan Amendment Supplemental EIR.

Land Use and Planning:

The 1995 EIR was prepared based on the 1995 MDP, which assumes a development primarily consisting of residential uses. The GPA and MDP Amendment proposes a land use modification that would amend land use designations in Bellevue Ranch West and Bellevue Ranch North. Therefore, the changes in land uses assumed in the MDP area and the impacts associated with those changes will be evaluated in the Supplemental EIR.

Transportation/Traffic:

As previously discussed with City staff and the Applicant’s Project Team, KD Anderson & Associates will be preparing a Traffic Impact Study and Vehicle Miles Traveled (VMT) Analysis to support the GPA, MDP Amendment and SUP Revision. Results of this study will be incorporated into the EIR.

Cumulative Impacts:

The 1995 EIR identified Cumulative Impacts to Air Quality, Cultural Resources, Agricultural Land, and Transportation. The Supplemental EIR prepared as part of the DRAFT Specific Plan Amendment will update the Cumulative Impacts accordingly, most notably to Transportation/Traffic.

**Scope of Work:**

**Task 1 Supplemental Environmental Impact Report (EIR)**

**Task 1.1 Project Description, Notice of Preparation, and Scoping Meeting**

Upon completion of the Project’s Kick-Off Meeting and Background Research, JBA Staff shall prepare the Notice of Preparation (NOP) in accordance with Section 15082 of the CEQA Guidelines. JBA Staff shall coordinate with City staff and the Applicant to develop the Project Description and “scope” of the analysis to be contained in the Supplemental EIR.

Based on discussions with City staff, the Applicant, and knowledge of the proposed Specific Plan Amendment, the Initial Study Checklist used as part of the NOP will focus on the following environmental topics to be discussed in the Supplemental EIR:

- Biological Resources;
- Greenhouse Gas Emissions;
- Land Use and Planning;
- Transportation/Traffic; and,
- Cumulative Impacts.

One (1) electronic copy of the Administrative Draft NOP shall be provided to City staff and the Applicant for review and comment. Upon review, any revisions will be incorporated into the NOP, and a “screencheck” Draft NOP shall be submitted to the City and the Applicant for final review.

Once the NOP is finalized, JBA Staff shall submit electronic copies to the State Clearinghouse, and ten (10) hard copies and one (1) electronic copy shall be provided for circulation to outside Agencies (i.e. Merced LAFCO, Merced County, etc.). The list of outside Agencies shall be provided by City of Merced staff.

JBA Staff will also coordinate with City staff on the scheduling and conducting of the scoping meeting for the proposed Specific Plan Amendment. JBA Staff will work with City staff to determine the format, strategies, and content of the scoping meeting. It is anticipated that JBA Staff will make a formal presentation to scoping meeting attendees summarizing the CEQA process and relevant issues that will be evaluated in the EIR. JBA Staff anticipates no significant additional topics will be identified through the scoping process.

In the case additional significant topics are identified, JBA Staff will revise this scope of work and cost estimate to address the additional topics.

Deliverables: The following are deliverables under this task:

- One electronic copy of the Admin. Draft NOP;
- One electronic copy of a “screencheck” Draft NOP; and
- Electronic copies and one (1) electronic copy of the Final NOP for submittal to the State Clearinghouse.

Meetings: One (1) Scoping Meeting is anticipated for this task.

### **Task 1.2 Draft Supplemental EIR**

JBA Staff shall initiate and prepare the Project’s Supplemental EIR. The Supplemental EIR shall be prepared in accordance with Article 9 of the CEQA Guidelines.

The DRAFT Supplemental EIR shall consist of the following:

- 1. Table of Contents**
- 2. Introduction**
  - a. Purpose of the Supplemental EIR (SEIR)
  - b. Explanation and Decision to Prepare an EIR
  - c. Scope and Focus
  - d. Items Included in the SEIR
  - e. CEQA Process
- 3. Executive Summary**
  - a. Proposed Project
  - b. Areas of Controversy/Issues to be Resolved
  - c. Summary of Alternatives
  - d. Summary of Environmental Impacts and Mitigation Measures
  - e. Conclusions
- 4. Project Description**
  - a. Project Background
  - b. Project Location
  - c. Environmental Setting
  - d. Project Objectives and Characteristics
  - e. Intended Uses of the SEIR

- f. Incorporation by Reference
- 5. Issues Requiring Changes to the MDP**
  - a. Biological Resources
    - i. Introduction
    - ii. Summary of Prior FEIR Findings
    - iii. Environmental Setting
    - iv. Thresholds of Significance
    - v. Project Impacts
    - vi. Mitigation Measures
  - b. Energy and Global Climate Change
    - i. Introduction
    - ii. Summary of Prior FEIR Findings
    - iii. Environmental Setting
    - iv. Thresholds of Significance
    - v. Project Impacts
    - vi. Mitigation Measures
  - c. Land Use and Planning
    - i. Introduction
    - ii. Summary of Prior FEIR Findings
    - iii. Environmental Setting
    - iv. Thresholds of Significance
    - v. Project Impacts
    - vi. Mitigation Measures
  - d. Transportation and Traffic
    - i. Introduction
    - ii. Summary of Prior FEIR Findings
    - iii. Environmental Setting
    - iv. Thresholds of Significance
    - v. Project Impacts
    - vi. Mitigation Measures
- 6. Cumulative Impacts**
  - a. Cumulative Impact Analysis
- 7. Impacts and Mitigation Measures Found to Have No Substantial Change from the Previous EIR**
- 8. Mandatory CEQA Topics**
  - a. Significant Unavoidable Adverse Impacts
  - b. Irreversible and Irrecoverable Commitment of Resources
  - c. Growth Inducing Impacts
- 9. Alternatives**
  - a. Summary of Project Objectives

- b. Alternatives Analysis
- c. Environmental Superior Alternative

## **10. References**

## **11. Organizations and Persons Contacted**

JBA Staff shall first prepare an Administrative Review Draft Supplemental EIR for review by the City of Merced and the Applicant. City staff and the Applicant shall be provided up to three (3) hard copies and one (1) electronic copy for review and comment. Upon review and comment, JBA Staff shall incorporate comments from the City, and prepare the Public Review Draft Supplemental EIR.

Upon completion of the Public Review Draft Supplemental EIR (SEIR), JBA Staff also prepare the Project's Notice of Completion and Notice of Intent. The Notice of Completion and Notice of Intent shall be prepared in accordance with Section 15072 of the CEQA Guidelines.

Appendix C of the CEQA Guidelines shall be utilized for the Notice of Completion. JBA Staff shall utilize the Notice of Intent format typically used by the City of Merced.

Deliverables: Three (3) Hard Copies and One (1) copy each of the Administrative Draft and Public Review Draft SEIR. Copies of the Notice of Availability.

Meetings: There are no meetings anticipated for this task. However, Conference Calls may be warranted to conduct discussions on the Project's SEIR.

### **Task 1.3 Public Review and Final EIR**

Once the 45-day Public Review period has closed, JBA Staff shall collect and review comments received. This task assumes that written comments received during the public review period will not result in extensive responses. Should extensive time and effort be required to respond to written comments, additional time shall be allocated to this task of which will be funded by the Applicant.

JBA Staff shall provide written responses to comments received and begin preparing the Project's Final EIR and Mitigation Monitoring and Reporting Plan (MMRP).



The Final EIR shall be prepared in accordance with Section 15089 of the CEQA Guidelines.

JBA Staff shall first prepare an Administrative Review Draft Final EIR for review by the City of Merced and the Applicant.

City staff and the Applicant shall be provided up to three (3) hard copies and one (1) electronic copy for review and comment. Upon review and comment, JBA Staff shall incorporate comments from the City, and prepare the Draft Final EIR.

Deliverables: 3 hard copies and 1 electronic copy of the Project's Final EIR.

Meetings: There are no meetings anticipated for this task.

#### **Task 1.4 Mitigation Monitoring and Reporting Program**

JBA Staff shall prepare the Mitigation Monitoring and Reporting Program (MMRP) in accordance with Section 15097 of the CEQA Guidelines. The MMRP will be presented in standard City format and will identify the significant impacts that would result from the proposed Specific Plan Amendment, adopted mitigation measures from the 1995 EIR, new/modified mitigation measures developed for the Specific Plan Amendment, the timing in which each mitigation measure shall be implemented, and the entity responsible for implementing the mitigation measure, and the City Department or other agency responsible for monitoring the mitigation effort.

Deliverables: Electronic copies of the Mitigation Monitoring and Reporting Program.

Meetings: No meetings are required for this task.

#### **Task 1.5 Statement of Overriding Considerations**

JBA Staff shall coordinate with the City Attorney and prepare the Project's Statement of Overriding Consideration and Findings of Fact in accordance with Sections 15091 and 15093 of the CEQA Guidelines. Draft documents shall be provided to City staff via electronic copies for review and comment.

Upon review and comment by City staff and the Applicant, JBA staff shall finalize the documents in preparation for the Public Hearings.

Deliverables: Electronic copies of the Statement of Overriding Considerations and CEQA Findings.

Meetings: No meetings are required for this task.

## **Task 2      Public Hearings**

It is anticipated that JBA staff will attend Public Hearings for this project and be responsible for preparing the necessary presentation materials (i.e. PowerPoint presentation). This task assumes up to two (2) Public Hearings will be required – one for Planning Commission and one for City Council.

Deliverables: Resolution and CEQA Findings to support Supplemental EIR. Public Notices for distribution to Persons/Agencies that commented on the Draft EIR.

Meetings: Up to two (2) Public Hearings, in addition to meetings internally with City staff and the Applicant Team to discuss strategy for presentations to Planning Commission and City Council.

## **ASSUMPTIONS:**

1. All Invoices and Billings shall be submitted directly to the City of Merced. J.B. Anderson Land Use Planning distributes billing on the 1<sup>st</sup> of each month.
2. J.B. Anderson Land Use Planning assumes that the Project Proponent will be responsible for providing all documents and exhibits necessary for the proposed GPA and MDP Amendments and supplemental CEQA compliance documents.
3. J.B. Anderson Land Use Planning assumes that the Project Proponent, at the request of City staff, will provide copies of all Technical Studies prepared as part of the CEQA process. This includes, but is not limited to, biological resources, traffic, etc.
4. If, during the NOP period, it is discovered that the Supplemental EIR shall evaluate other environmental topics beyond what is described herein, J.D. Anderson Land Use Planning shall prepare an amended Scope of Work and Budget Estimate for City and Applicant review. Any work completed beyond what is defined in this Scope of Work shall be agreed upon by City staff and the Applicant.
5. J.B. Anderson Land Use Planning assumes a total of thirty-six (36) hours needed to response to comments submitted during the SEIR public review period. If by chance the City receives an excessive amount of public comments during this time that may exceed the budgeted hours, an amended Scope of Work and Cost Estimate shall be submitted to the City and Applicant for review and consideration.
6. Direct costs depicted in the “Estimated Budget” account for J.B. Anderson Land Use Planning only, and do not include costs associated with any Technical Studies (i.e. traffic, greenhouse gas emissions, etc.).

**Estimated Budget:**

Stonefield Homes - Bellevue Ranch June 2021		President	Vice President	Associate Planner	Assistant Planner	Admin Assistant	
Hourly Rate		\$220	\$192	\$126	\$93	\$66	
Task		Hours					Cost
TASK 1	Supplemental EIR	40	120	240	120	80	\$78,520.00
TASK 2	Public Hearings	8	16	16	4	4	\$7,484.00
	<b>Sub-Total of Tasks</b>	<b>48</b>	<b>136</b>	<b>256</b>	<b>124</b>	<b>84</b>	<b>\$86,004.00</b>
Administrative Expenses (i.e. Mileage, Copies, Project Administration).							\$10,000.00
<b>TOTAL BUDGET ESTIMATE</b>							<b>\$96,004.00</b>