AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, 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 Crawford and Bowen Planning, Inc., a California Corporation, whose address of record is 113 N. Church St, Ste 210, Visalia, CA 93291, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to to annex, on the behalf of a developer, approximately 48 acres on the west side of Lake Road between Bellevue Road and La Loma 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. 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 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 upon completion of the scope of services to the satisfaction of the City of Merced.

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 "C" 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 One Hundred Sixty-Three Thousand One Hundred Ninety Dollars ($163,190.00).

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.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

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

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars ($100,000) for any one person and as required by law, including Employer's

Liability limits of $1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

(i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.

(ii) Consultant shall maintain limits of no less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage.

(iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.

(iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

(v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

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

(ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the

Consultant.

(iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

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

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

(i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,

(ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

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

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the 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. Theses wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

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

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

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

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

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

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

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

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

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

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

19. AMENDMENT. This Agreement shall not be amended, modified, or

otherwise changed unless in writing and signed by both parties hereto.

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

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

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

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY:_____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____ 3/8/23
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT

BY:_____
(Signature)

_____
(Emily Bowen)

Its:_____
(Chief Financial Officer)

BY:_____
(Signature)

_____
(Typed Name)

Its:_____
(Title)

Taxpayer I.D. No.46-5327270

ADDRESS: 113 N. Church St, Suite ~~2~~3 10
Visalia, CA 93291

TELEPHONE:(559) 840-4414
FAX:_____
E-MAIL:emily@candbplanning.com

Crawford Bowen
PLANNING, INC.

January 24, 2023

Scott McBride
Development Services Director, City of Merced
678 W. 18th Street
Merced, CA 95340

Re: CEQA documentation proposal for the Branford Point Development Project

Dear Mr. McBride,

Thank you for the opportunity to submit our proposal to prepare a CEQA document for the proposed Merced Branford Point development project in Merced, CA. We look forward to providing an efficient method of CEQA compliance for the project.

If you have any questions, please contact Emily Bowen at 559.840.4414 ext. 1 or at emily@candbplanning.com. We thank you for the opportunity to work you again.

Sincerely,

Travis L. Crawford, AICP
Principal Planner

Emily Bowen, LEED AP
Principal Planner

Attachments: Scope of Work

ATTACHMENT A

Project Understanding

Precision Engineering is proposing development of the Branford Point Project, adjacent to UC Merced. Project development includes a mix of uses, including residential and commercial, on a 48-acre parcel that is located on the west side of Lake Road between Bellevue Road and La Loma Road in Merced County. Specific Project development includes up to 650 residential units and approximately 760,000 square feet of commercial building area.

The site is within Merced's Sphere of Influence and Specific Urban Development Plan Area. Entitlements to accommodate the Branford Point Development Project include:

- Annexation of a 48-acre parcel to the City of Merced
- General Plan Amendment for annexed land and Zone Change/Prezone
- Tentative Subdivision Map

The new development will be subject to an Initial Study under the California Environmental Quality Act (CEQA) and the City of Merced (City) will be the Lead Agency.

Scope

Task 1 – Initial Study

Crawford & Bowen will prepare the Administrative Draft Initial Study (IS) consistent with the requirements of CEQA, relevant case law, and the specifications of the City of Merced. The IS will include the following sections:

Introduction

The Introduction chapter will provide the basic, non-technical explanation of the IS, as well as additional information relevant to the reading and understanding of the document.

Project Description

This Chapter will be prepared using the project description. A list of discretionary actions required by the City, other agency approvals required to proceed with implementation of the proposed project, and a list of responsible and other agencies expected to use the IS in their decision making will also be included.

Graphics

Up to three maps will be prepared for the IS.

Environmental Impacts and Mitigation Measures

Impact evaluation criteria or thresholds for determining the significance of impacts will be described for each environmental impact topic. The significance of project-related impacts will then be determined for each topical area. Impacts found to be less than significant will be described. Potentially significant impacts that can be mitigated below the level of significance will be identified, and the extent to which those impacts could be mitigated through project alternatives or changes will be demonstrated. Impacts will be quantified to the extent possible. Mitigation measures, if any, will be listed and numbered, and cross-referenced to applicable impacts.

The analysis will cover the 20 impact sections identified in the CEQA Guidelines Appendix G Checklist and other required CEQA sections. Crawford & Bowen will prepare a Land Evaluation & Site Assessment (LESA) Model to determine potential impacts resulting from farmland conversion. Stand-alone technical analyses are described in Tasks 2 – 7. No other outside technical analysis is anticipated to be required.

Should the Initial Study determine that a Mitigated Negative Declaration (MND) be prepared (all impacts analyzed are less than significant), the Administrative Draft IS will be submitted to the City and any comments will be revised into the document to make it ready for the public review process. The City will be responsible for publishing all documents and notices relative to the 30-day public

review process with the exception of the State Clearinghouse Package, which Crawford & Bowen will prepare and submit electronically.

Although no controversy or opposition is anticipated, in the event that comment letters are received during the public review process, Crawford & Bowen will provide written responses to those comments, as directed by the City and on a time and material basis.

Task 2 – Air Quality, Greenhouse Gas Emissions and Health Risk Analysis

Crawford and Bowen will utilize the expertise of JJM Air Quality Consulting Services to prepare an Air Quality, Greenhouse Gas Emissions and Health Risk Analysis for the project.

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 ($MTCO_2e$). 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) and the City of Fresno 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 in a technical memorandum.

Ambient Air Quality Analysis Screening

It is assumed that an ambient air quality analysis (AAQA) will not be necessary to assess air quality impacts for the project. Rather, on-site project emissions will be compared to the SJVAPCD's 100-pounds-per-day screening thresholds for relevant pollutants. Where applicable, other screening methods may be used to evaluate localized emissions. Although screening methods are excepted to adequately address potential AAQA impacts, the appropriate level of analysis will be confirmed using available screening methods. If the screening methods are applied and it is determined that an AAQA would be necessary, the work would not be performed without authorization. Additional work associated with an AAQA would be performed under a separate scope of work or an augment to this scope of work. Please note that the AAQA is separate from the analysis described below.

Health Risk Assessment

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.

A Health Risk Assessment (HRA) would be prepared to evaluate potential project-generated construction-related toxic air contaminant (TAC) impacts. Based on a review of the project's location coupled with a review of the preliminary project information, an HRA is recommended to evaluate health risk impacts from multi-year construction activities that would expose nearby existing residents. Potential impacts during operations will be addressed through screening methods and, if necessary, recommended mitigation measures. It is not antipicated that all future sources will be identified at the time of the analysis; however, the analysis will include project-specific information that is provided.

The following tasks may be required to complete the project-level construction HRA:

- Define applicable parameters, including defining what is considered a sensitive receptor as well as identifying nearby sensitive receptors.

- Identify applicable rules and regulations.
- Identify health risk standards and acceptable cancer risk thresholds, as well as acute and chronic non-cancer risk thresholds from diesel emissions that are detailed in the HRA Guidelines.
- Obtain the on-site construction equipment DPM and PM_{10} emission rates that were calculated in the Air Quality Analysis prepared for the proposed project.
- Obtain the daily vehicle trip estimates used in the Air Quality Analysis and calculate DPM emission rates.
- Calculate the DPM concentrations at nearby sensitive receptors associated with the on-site activities and off-site vehicle emissions up to 1,000 feet from the project site.
- Utilize the prior task's calculated toxic air emission levels to calculate the cancer risk as well as the chronic non-cancer health impacts at nearby sensitive receptors from construction of the proposed project.
- If an exceedance is identified using the DPM emissions provided in the CalEEMod files prepared for the Air Quality Analysis, additional CalEEMod files will be prepared to estimate DPM emissions from project construction after the incorporation of mitigation. Emission rates from the mitigated scenario(s) will be used to calculate concentrations at nearby sensitive receptors and to calculate the associated cancer risk and applicable non-cancer health impacts from the proposed project.

Task 3 – Biological Reconnaissance Study

Colibri Ecological Consulting will conduct a biological reconnaissance survey of the project area to characterize its land use, habitat, and plant and wildlife resources. They will identify the presence of any habitats such as wetlands or waterways potentially regulated by the United States Army Corps of Engineers, the Regional Water Quality Control Board, or the California Department of Fish and Wildlife. The survey will also identify habitats that could support special-status plants or animals, including federally

or state-listed species, as well as nesting birds, which are protected by the Migratory Bird Treaty Act and the California Fish and Game Code.

Colibri will then prepare a report based on the findings of their reconnaissance survey that (1) describes the existing biological conditions of the project area, (2) addresses the potential occurrence of species-status species and regulated habitats, (3) discusses potential impacts of the proposed project on biological resources, and (4) identifies appropriate measures to mitigate such impacts. The impact analysis will be guided by and will comply with all provisions of CEQA related to biological resources. The report will include lists obtained from the United States Fish and Wildlife Service and California Department of Fish and Wildlife (California Natural Diversity Database) of special-status species known from the vicinity of the project area.

Task 4 – Cultural Resources Study

ASM Affiliates, Inc. will prepare the Cultural Resources Study. Peter Carey, M.A., RPA, will serve as Project Manager for this project. ASM will obtain a standard turn-around records search at the Central California Information Center (IC), located at the California State University, Stanislaus, to identify any previously recorded sites located on or previous inventories conducted within the study area. The records search will include a review of all maps and files housed at the IC related to the project area. During the records search, ASM will also determine if any previously recorded cultural resources identified within the project area are listed on the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR).

ASM will also contact the Native American Heritage Commission (NAHC) for a Sacred Lands records search. Tribal outreach letters will be sent to all tribal organizations on the NAHC contact list.

Archaeological fieldwork will comprise an intensive pedestrian survey of the approximately 50-acre project area. It will be designed to meet all professional requirements, including the Secretary of the Interior's *Standards and Guidelines*. The survey will be conducted at 15-m transect intervals by a qualified archaeologist. Any newly identified sites or historic buildings or structures will be mapped and recorded on DPR 523 forms for submission to the IC for assignment of permanent trinomials. If

potentially significant archaeological sites or historic structures are identified during the survey, evaluation of their eligibility for the national, state or local register(s) may be required, if site avoidance cannot be achieved due to project constraints. Should this be the case, a separate scope and fee will be provided.

ASM will prepare a written draft technical report that will summarize the background, research, methodology, and results of the work described above, including recommendations for CEQA compliance.

Task 5 – Noise Impact Analysis

WJV Acoustics will provide the Noise Study Report that meets City of Merced requirements and requirements of the CEQA Guidelines. Tasks include:

- 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 two (2) locations using automated noise monitors and that short-term sampling of ambient noise levels will be conducted at up to four (4) additional sites.

- Analyze potential project-related changes in roadway traffic noise exposure along roadways near or adjacent to 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 City of Merced noise level standards and other thresholds of significance.

- 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 noise-sensitive uses in the project area. This task will include consideration of

exterior and interior noise exposure within proposed noise-sensitive land uses at the project site.

- Quantify noise and vibration levels that would likely occur during construction of the project as they could affect nearby noise-sensitive receptors.
- Compare project-related noise levels to applicable City of Merced noise level 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.
- Prepare a written technical report summarizing the methods, 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.
- Review and respond to comments provided by the project team and/or City of Merced, as may be appropriate.

Task 6 – Traffic Impact Study

Crawford & Bowen will utilize the expertise of Ruettgers & Schuler for the preparation of a Traffic Impact Study (TIS). The TIS will include the following components:

- Determine project trip generation and project traffic distribution for the project. It is assumed that a minimum of two phases will be included in the study.
    - Distribution will be based on Merced County Association of Governments (MCAG) model run and existing land use and future anticipated development and circulation improvements.
- Coordinate with City of Merced and Caltrans (if applicable) to confirm the scope of intersection and roadway facilities to include in the study.
- Obtain existing traffic data from MCAG and Caltrans for use in roadway analysis.

- Obtain AM and PM peak hour turning movement counts at approximately 15 study intersections.
- Estimate future traffic volumes on the roadways and intersections including an estimate of the cumulative traffic scenario. Future traffic will be based on the MCAG future traffic model.
    - Confirm assumptions in the MCAG model correlate with assumptions of the project and future circulation element facilities, including Campus Parkway.
- Prepare level of service analysis to determine street and intersection capacities and levels of service for all required scenarios (assumes 11 scenarios).
- Subsequent to analysis, identify any impacts, based on thresholds of significance, to the study facilities, and determine mitigation measures and proportionate share for the costs associated with mitigation measures.
- Prepare VMT analysis:
    - Based on project information, determine adjustments to socio-economic data which will need to be made for the project's traffic analysis zone (TAZ) or a separate TAZ in the MCAG Transportation Analysis Model.
    - Determine base year model with land use changes (with project). From base year model run, determine project generated VMT per resident.
    - Compare project generated VMT per resident for the base year.
    - Identify applicable transportation demand management (TDM) strategies for reducing VMT impacts determined to be potentially significant if there are VMT impacts.
- Provide written report concerning the investigation and respond to comments as necessary.

Task 7 – Water Supply Assessment

Akel Engineering Group, Inc., will prepare a SB 610 Water Supply Assessment (WSA) for the proposed project. A WSA is required for projects in excess of 500 residential units, or the mixed use/commercial equivalent. It is assumed that the Applicant and/or City will provide necessary project information, including but not limited to proposed land use plan with areas in square foot, proposed land use plan densities, proposed open space landscaping information, anticipated water use of proposed project components, City agreements regarding the Sustainable Groundwater Management Act (SGMA), and other project area characteristics that would affect water use.

The WSA would be prepared consistent with current State of California law (Water Code Section 10910) and would include information on, and analysis of, project area characteristics, City / County / Water District water supply sources, water demand, and a comparison of supply versus demand. Water supply and water demand will reference industry-standard sources and will be based on the City's adopted Urban Water Management Plan. The draft WSA will be provided to the Client for review prior to being submitted to the City. The WSA may need to be submitted and approved prior to the approval of the CEQA document.

Task 8 – Hard Costs

It is understood that the City would like 20 hard copies each of the Focused and Final EIR's printed and delivered. It is unknown at this time what those printing and shipping costs will be as the quantity of comments generated by the public review process is unknown. As such, we are estimating a cost of approximately $200 per document, based on past documents that have been printed at Kinkos. We will include a 25% buffer in this task; however, we will only bill the actual hard cost plus 10%.

Task 9 – Focused EIR

If the Initial Study determines that significant impacts would potentially occur, Crawford & Bowen will prepare a Draft Focused EIR in accord with CEQA Guidelines Section 15063, focusing on the CEQA Checklist topics that are potentially significant. The Initial Study/Notice of Preparation (IS/NOP) will be circulated during a 30-day public review period and a public scoping session will be held. The City will be

responsible for publishing all documents and notices relative to the 30-day public review process with the exception of the State Clearinghouse Package, which Crawford & Bowen will prepare.

While the IS/NOP is in public review, Crawford & Bowen will prepare the Administrative Draft Focused EIR, including a finalized project description, an alternatives analysis, a cumulative impacts analysis, and a mitigation monitoring report. After the closure of the IS/NOP public review period, Crawford & Bowen will review any comments generated during the public review and appropriately address the comments in the Administrative Draft Focused EIR. The Administrative Draft Focused EIR will be submitted to the City and any comments will be revised into the document to make it ready for the public review process. The City will be responsible for publishing all documents and notices relative to the 45-day public review process with the exception of the State Clearinghouse Package, which Crawford & Bowen will prepare and submit electronically.

Task 10 – Final EIR

Pursuant to Section 15088 of the CEQA Guidelines, the Final Environmental Impact Report (FEIR) must respond in writing to each oral and written comment on the DEIR made by individuals, agencies, and organizations that review it. It is assumed up to 10 additional hours of research and analysis would be undertaken by Crawford & Bowen as necessary to effectively respond to comments and prepare the Final EIR. A cost estimate is provided herein which we believe will be adequate for the task. If the level of response exceeds the expectation described above, Crawford & Bowen can respond to those comments that are above and beyond the threshold on a time-and-materials basis per the attached 2023 Rate Sheet. C&B will prepare the draft Findings of Fact and Statement of Overriding Considerations in conjunction with the City Attorney's office. Additionally, this task includes attendance at up to four public hearings.

Cost Estimate

The above-described services will be conducted on a fixed fee basis and billed on a monthly percentage complete basis as identified below, with the exception of Task 8- which will be billed equal to the hard cost plus 10%.

Task	Description	Fee
1	Initial Study	$24,200
2	Air Quality, GHG Analysis and Health Risk Assessment	$6,380
3	Biological Reconnaissance Study	$7,500
4	Cultural Resources Study	$7,700
5	Noise Impact Assessment	$7,535
6	Traffic Impact Analysis	$51,975
7	Water Supply Assessment	$18,300
8	Hard Costs	$10,000
	Total Initial Study/MND Total	**$133,590**
9	Focused EIR	$10,700
10	Final EIR	$18,900
	Total Focused EIR Fee	**$163,190**

Schedule

The schedule below is conceptual in nature and will begin once a signed contract is in place. There are many variables outside of our control (such as being dependent on governmental agencies for traffic analysis turn-around times) that could impact the schedule; however, a general schedule is provided.

Task	Description	Week of submittal from date of authorization
1	Initial Study	12
2	Air Quality, GHG Analysis and Health Risk Assessment	8
3	Biological Reconnaissance Study	6
4	Cultural Resources Study	6
5	Noise Impact Assessment	6
6	Traffic Impact Analysis	10
7	Water Supply Assessment	8
9	Focused EIR	TBD
10	Final EIR	TBD