

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, 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 LSA Associates, Inc., a California corporation, whose address of record is 20 Executive Park, Suite 200, Irvine, California 92614 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to evaluate the environmental impacts of a proposed expansion and redevelopment of the Merced Mall on 52 acres generally bound by M Street to the east, West Olive Avenue to the south, R Street to the west, and Loughborough Drive to the north (the "Project"); and

WHEREAS, Consultant represents that it possesses the labor and professional skills and expertise 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 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 shall be made monthly in proportion to the services based on time and materials specified in the fixed fee, for work satisfactorily performed within each phase. For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Seventy-Six Thousand Seven Hundred Forty-Five Dollars (\$76,745.00).

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, or from 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. Reserved.
- 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. 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.

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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:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  4-4-2018
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
LSA ASSOCIATES, Inc.,
A California Corporation

BY: 
~~Rob McCann~~ Mike Trotta
~~Chief Executive Officer~~ President

Taxpayer I.D. No. 94-2341614

ADDRESS: 20 Executive Park, Ste 200
Irvine, CA 92614

TELEPHONE: 949-553-0666

FAX: _____

E-MAIL: Rob.McCann@lsa.net Mike.Trotta@lsa.net
Contracts@lsa.net

EXHIBIT A

1. SCOPE OF WORK

The scope of work for CEQA compliance and preparation of an Initial Study is discussed below and is summarized in Table 1.

TASK A: PROJECT INITIATION

The project initiation task will provide an opportunity for the LSA team to meet with City staff and, if appropriate, the applicant team to collaborate, strategize and discuss the LSA recommended approach to environmental review and the associated work program. Other key project initiation tasks will involve conducting a site visit, gathering information, and preparing the project description.

1. Start-Up and Site Visit

LSA will meet with City staff, and the applicant team if desired, to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort for the proposed project. As a part of this meeting, LSA will:

- Discuss the City's expectations and desired approach to environmental documentation for the project;
- Discuss the role of each team member and establish how information will flow within the team;
- Identify any concerns and issues of those in attendance;
- Review information needs and gather any additional relevant information and data; and

Table 1: Scope of Work Summary

TASK A: PROJECT INITIATION

1. Start-Up and Site Visit
2. Data Gathering and Evaluation
3. Project Description

TASK B: PREPARE TECHNICAL STUDIES

1. Cultural Resources Memorandum
2. Traffic Impact Analysis

TASK C: EVALUATION OF ENVIRONMENTAL EFFECTS

1. Aesthetics
2. Agriculture and Forestry Resources
3. Air Quality
4. Biological Resources
5. Cultural Resources
6. Geology/Soils
7. Greenhouse Gas Emissions
8. Hazards/Hazardous Materials
9. Hydrology/Water Quality
10. Land Use/Planning
11. Mineral Resources
12. Noise
13. Population/Housing
14. Public Services
15. Recreation
16. Transportation/Traffic
17. Tribal Cultural Resources
18. Utilities/Service Systems
19. Mandatory Findings of Significance

TASK D: INITIAL STUDY

1. Administrative Draft
2. Screencheck Draft
3. Public Review Draft IS/MND
4. Response to Comments
5. Mitigation Monitoring and Reporting Program

TASK E: MEETINGS

TASK F: PROJECT MANAGEMENT

- Finalize the schedule for the review process.

In conjunction with the start-up meeting, LSA staff will visit the project site and photograph the surroundings, document existing conditions and site features, and confirm information provided by the City and the project applicant.

2. Data Gathering and Evaluation

Existing data and analyses applicable to the project site and vicinity will be collected, evaluated, and reviewed by the project team. It is assumed that, at a minimum, the applicant will provide the following project-related materials:

- Written description of the project, including phases and alternatives;
- Description of construction activities including duration, equipment, and excavation and grading;
- Site plan which includes the following: building footprint; setbacks; vehicle circulation; and landscaping;
- Conceptual elevations showing height and building appearance;
- Description of pervious/impervious surfaces, both pre- and post-construction; and
- Energy, water conservation, and other green building materials incorporated into the project.

LSA will review the above materials provided by the applicant, as well as any other additional background reports during the project initiation phase. LSA will also review the City's General Plan and Municipal Code, as well as any other pertinent background documents.

3. Project Description

Based on the applicant's site plan and elevations and conversations with City staff and the project team, LSA will draft a project description that includes all elements necessary to comply with CEQA, including, but not limited to, the purpose, physical elements and phasing and alternatives of the proposed project. The project description will include a map showing the location and boundaries of the project site. The project description will also describe the overall approval process for the project and identify all discretionary and anticipated subsequent approvals. All relevant agencies and reviewing bodies will also be identified.

Crafting an appropriately detailed and illustrated project description is often the single most time-consuming (as well as important) element of a CEQA review document. LSA will work closely with the City to ensure that the project description provides a level of detail appropriate for CEQA analysis. A draft project description with graphics will be submitted to the City and applicant for review and comment before the LSA team begins conducting any impact analyses.

TASK B: TECHNICAL STUDIES

Based on our initial review of the project, a Cultural Resources Memorandum and a Traffic Impact Analysis will be needed to adequately address these disciplines under CEQA.

1. Cultural Resources Memorandum

LSA will conduct cultural resource studies that are needed to address requirements of CEQA. LSA reviewed the project area and did not identify any built environment cultural resources within or adjacent to the project area that are over 50 years old and have the potential to be significantly affected by the proposed project. It is currently unknown whether or not archaeological resources are present within the subsurface area of direct impact within the project area. LSA will conduct the following tasks to identify resources within the project area:

Task 1.1: Research and Field Investigation

- A records search will be conducted at the Central California Information Center. The records search will identify previously recorded or otherwise known cultural resources and previous cultural resource studies within or adjacent to the project area.
- LSA will review cultural resource inventories to identify cultural resources that may be listed within or adjacent to the project area. Relevant listings are the California Inventory of Historic Resources, Five Views: An Ethnic Sites Survey for California, California Historical Landmarks, California Points of Historical Interest, National Historic Landmarks, and the Directory of Properties in the Historic Property Data File which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. If available, appropriate City and County listings will be reviewed.
- LSA will conduct background research and a literature review, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and at LSA. The background research will identify previously recorded or otherwise known cultural resources in or adjacent to the project area, and will provide data to interpret the subsurface archaeological sensitivity of the project area.
- LSA will contact the Native American Heritage Commission in Sacramento for a review of the Sacred Lands File to determine if the project area contains any listed sites.
- LSA will contact the Merced County Historical Society for any information or concerns they may have about cultural resources that may be impacted by the project.

Task 1.2: Documentation

LSA will prepare a memorandum to summarize the methods and results of the study, and recommendations for mitigation or further study should it be necessary.

Task 1.3: Response to Comments

LSA has budgeted 4 hours for responding to comments generated during review of the Cultural Resources memorandum.

2. Traffic Impact Analysis

LSA will prepare a traffic impact analysis (TIA) for the proposed project. LSA has identified the following three tasks to prepare the TIA.

Task 2.1: Coordination

LSA will coordinate with the City to confirm the proposed project (including land use types and quantities, as well as phasing and timing of implementation). LSA will request a detailed site plan depicting the new retail and movie theater locations, internal circulation, parking supply/layout, and access point(s). For purposes of this proposal, it is assumed that LSA will evaluate both Phase II project alternatives.

LSA will also confirm the TIA scope of work with the City Planning and/or the Public Works Departments. This will include confirmation of the specific analysis methodologies and assumptions, project trip generation and distribution, identification of an appropriate ambient growth percentage and cumulative background traffic conditions (i.e., approved/pending projects list), and discussion of specific concerns regarding the project and/or study area. LSA will also coordinate with the City and/or the Merced County Association of Governments (MCAG) to verify the assumptions/sources to be used in preparation of the vehicle miles traveled (VMT) assessment.

Task 2.2: Data Collection

The TIA will examine the following seven development scenarios:

1. Existing
2. Existing Plus Project Phase I
3. Existing Plus Project Phase I and Phase II Alternative 1
4. Existing Plus Project Phase I and Phase II Alternative 2
5. Cumulative (future short-term year, corresponding to project opening)
6. Cumulative Plus Project Phase I and Phase II Alternative 1
7. Cumulative Plus Project Phase I and Phase II Alternative 2

The following information will be collected prior to preparation of the TIA.

Existing Traffic Counts. LSA anticipates that the study area will be comprised of the nine intersections and four roadway segments listed below.

Intersections:

1. R Street/Loughborough Drive
2. R Street/Right-In, Right-out, Left-In (RIROLI) Mall Driveway
3. R Street/Olive Avenue
4. Pepperwood Lane–Mall Driveway/Olive Avenue
5. Mall Driveway/Loughborough Drive
6. Applewood Lane–RIROLI Mall Driveway/Olive Avenue
7. M Street/Loughborough Drive–Collins Drive
8. M Street/Fairfield Drive
9. M Street/Olive Avenue

Roadway Segments:

1. R Street between Loughborough Drive and Olive Avenue
2. Loughborough Drive between R Street and M Street
3. Olive Avenue between R Street and M Street
4. M Street between Loughborough Drive and Olive Avenue

LSA will obtain traffic counts from an independent car count company. Intersection turn-movement counts will be conducted for up to nine locations in the AM peak hour (7:00 a.m. to 9:00 a.m.) and PM peak hour (4:00 p.m. to 6:00 p.m.). In addition, 24-hour average daily traffic (ADT) counts will be conducted for up to four roadway segments. LSA will also collect geometric and traffic control data at the study area intersections and roadways. The cost to conduct the intersection and roadway segment counts is approximately \$3,000.

The count locations will be confirmed by City staff prior to this data collection effort. If the City requires additional study area locations, the count budget may need to be revised.

Ambient Growth and Cumulative Traffic Conditions. A future, short-term scenario corresponding to the proposed project opening year will be analyzed. LSA will confirm with the City the applicable ambient growth rate for purposes of this analysis. To determine cumulative traffic conditions, LSA will request from the City Planning Department a current list of approved and/or pending (committed) projects up to the project opening year. LSA will also request the TIAs and/or environmental documents for these projects to develop cumulative baseline traffic volumes. If these documents are not available, LSA staff will assign approved/pending project trips to the study area intersections

utilizing the “manual method” of trip assignment. LSA anticipates utilizing the manual method for up to five projects.

Circulation Improvements. LSA will research information on planned, programmed, and/or funded circulation improvements in the vicinity of the project site. This information will be obtained from the Public Works Department (i.e., Capital Improvement Projects [CIP]), the California Department of Transportation (Caltrans), and/or other jurisdictions in the area. LSA will identify the timing and implementation of any planned/funded improvements at the study area locations. This information will establish the circulation network assumptions and help determine appropriate project mitigation (if necessary) during each analysis condition.

Task 2.3: Baseline Conditions

Existing Conditions. Existing AM and PM peak-hour traffic conditions and levels of service (LOS) will be assessed for the study area intersections using the Highway Capacity Manual (HCM) 2010 methodology and the Synchro (Version 10) software. The LOS for the roadway segments will be determined using the roadway classifications and capacity thresholds defined in the City’s General Plan.

Existing transit, bicycle, and pedestrian infrastructure and service will also be described and included in the existing setting analysis.

Cumulative Conditions. Future traffic volumes corresponding to the project buildout year will be developed based on existing counts, an ambient growth rate, and cumulative project traffic. Cumulative a.m. and p.m. peak-hour traffic conditions and LOS will be assessed for the study area intersections. The LOS will also be determined for the study area roadway segments.

Task 2.4: Project Trip Generation, Distribution, and Assignment

Daily AM peak-hour and PM peak-hour trips will be generated for the proposed project using trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition (2017). Any trip reductions will be done in coordination with City staff. Project-related trips will be distributed through the study area intersections and roadways based on expected travel patterns between the project site and local and regional destinations. Project volumes will be assigned to the arterial street system based on the trip distribution identified above. The resulting project trip assignment will be overlaid onto the existing and cumulative traffic volumes to determine the “plus project” volumes.

Task 2.5: Project Impact Assessment

Existing Plus Project Conditions. LSA will analyze the existing plus project (Phase I, Phase I and Phase II Alternative 1, and Phase I and Phase II Alternative 2) traffic conditions at the study area intersections and roadway segments to determine the ability of the circulation system to provide acceptable LOS when the project is added to existing conditions. The resulting existing plus project traffic volumes will be examined to determine peak-hour intersection and daily roadway segment LOS. Project impacts will be identified assuming existing roadway and intersection geometrics.

Cumulative Plus Project Conditions. LSA will analyze the cumulative plus project (Phase I and Phase II Alternative 1, as well as Phase I and Phase II Alternative 2) traffic conditions at the study area intersections and roadway segments to determine the ability of the circulation system to provide acceptable LOS when the project is added to short-term cumulative conditions. The resulting forecast traffic volumes will be examined to determine peak-hour intersection and daily roadway segment LOS.

Task 2.6: Recommended Improvements

Based on the results of Task 2.5, mitigation measures will be identified to address impacts created by the project (if any) for each of the analysis conditions. Mitigation measures could include intersection and roadway widening, traffic signal installation and modification, local street striping and channelization improvements, and signage, etc.

Specific timing and implementation of mitigation measures will take into account the City's goals for public infrastructure, the City's CIP (and whether phased/partial or full build out of an improvement would provide necessary project mitigation), and forecasted traffic demand. Alternative mitigation measures and strategies will be explored and considered for impacted study area locations.

Task 2.7: Site Plan Analysis

A review and analysis of on-site circulation and site access will be performed based on the project site plan. LSA will review project volumes, turn movements, traffic controls, and LOS at the project driveways to determine the adequacy of the interface with the arterial street system. If necessary, LSA will provide recommendations for the site, including additional/modified access points to the site.

Task 2.8: Parking Assessment

A review of the existing and proposed parking supply will be compared with the City Municipal Code parking requirements for the existing and proposed land uses of the project. Because of the reduction of existing on-site parking spaces for Phase I and Phase II Alternative 2 of the project, LSA will coordinate with City Planning and/or Public Works staff to provide a qualitative assessment of the total parking spaces provided on site. If necessary, LSA will provide recommendations for the site, including additional parking spaces (on- or off-site) and/or a reduction in project intensity.

It should be noted that malls throughout the State and the Country, including the Merced Mall, may be experiencing a decline in customers for various reasons, including online shopping. As a result, the mall could also be experiencing a decrease in total parking demand, freeing up parking spaces and accommodating the redevelopment and expansion of the mall. Therefore, it is anticipated that a qualitative analysis as proposed would be adequate to assess parking constraints and parking surveys of the existing mall are not included as part of this scope of work. However, as an optional task (described below), the City may request or require that formal parking surveys of the mall be conducted to identify the current peak parking demand and availability of parking spaces on site.

Optional Task – Parking Surveys. LSA would utilize an outside traffic data collection firm to conduct one day of hourly parking surveys during typical mall hours of operation between 10:00

a.m. and 9:00 p.m. The cost associated with this effort would be approximately \$4,000. If parking surveys or additional services are required by the City, a subsequent and detailed proposal will be prepared by LSA and submitted for the City's consideration.

Task 2.9: VMT Assessment

Senate Bill (SB) 743 (Steinberg 2013) was approved by Governor Brown on September 27, 2013. As a part of the legislation to approve the Sacramento King's Arena, SB 743 created a path to revise the definition of transportation impacts according to CEQA. As the guidelines are proposed today, CEQA transportation impacts are determined using "levels of service" (LOS) of roadways and intersections, which is a measure of congestion. The three objectives of SB 743 related to development are to diversify land uses, encourage infill development, and focus on creating a multimodal environment.

As a result of SB 743, the OPR released discussion drafts and technical guidelines in August 2014,^[1] July 2015,^[2] and January 2016^[3] that suggested VMT as the new metric for transportation impacts. Instead of congestion, this metric aims to reduce greenhouse gases by limiting the amount of miles people travel in a vehicle.

On November 27, 2017, the OPR released the proposed updates to the CEQA Guidelines and the *Technical Advisory on Evaluating Transportation Impacts in CEQA* (Technical Advisory) that has been transmitted to the California Natural Resources Agency for review and to undergo the formal rulemaking process. On January 26, 2018, the Natural Resources Agency distributed proposed updates to the CEQA Guidelines. The public comment period will end on March 15, 2018.

Although State Law and CEQA will eventually utilize VMT as the metric for transportation impacts, VMT thresholds and analysis requirements have not yet been formally adopted. Therefore, LSA will prepare a VMT assessment to disclose the existing VMT within the geographical area, as well as the potential VMT generated by the project for informational purposes. The VMT assessment will not provide an impact analysis or prescribe mitigation.

LSA will work with the City and/or MCAG to identify the source (MCAG traffic model) for obtaining existing VMT and average trip length data for the City. Total VMT and average VMT per person will be requested for both local (project-specific traffic analysis zone [TAZ]) and regional areas.

^[1] Governor's Office of Planning and Research. 2014. *Preliminary Discussion Draft of Updates to the CEQA Guidelines Implementing Senate Bill 743*. August.

^[2] Governor's Office of Planning and Research. 2015. *Technical Advisory on Evaluating Vehicle Miles Traveled in CEQA*. July.

^[3] Governor's Office of Planning and Research. 2016. *Revised Proposal on Updates to the CEQA Guidelines Evaluating Transportation Impacts in CEQA*. January.

LSA will calculate total VMT and average VMT per person for the project using the average trip lengths identified by and approved for the City. If necessary, LSA will develop average trip lengths based on origins/destinations and routes to/from the project site.

LSA will prepare a summary of the existing VMT in the local/regional vicinity of the project obtained from the City and/or MCAG, as well as the VMT projections for the project, in the TIA.

Task 2.10: Report Preparation

A TIA will be prepared discussing the existing and cumulative traffic conditions, with and without the proposed project alternatives. Intersection, roadway, and on-site improvements required to accommodate the project will be identified. The TIA will also include a discussion of project VMT. One revision to the TIA based on City comments is included in this proposal.

It is not expected that LSA traffic staff will be required to attend any meetings in Merced, as LSA will be able to participate on conference calls to address any comments on the TIA. If necessary, LSA will attend any meetings and/or public hearings on a time-and-materials basis.

TASK C: EVALUATION OF ENVIRONMENTAL EFFECTS

An Initial Study will be prepared in accordance with CEQA and the CEQA Guidelines and will utilize the Environmental Checklist Form (Appendix G of the CEQA Guidelines). LSA will respond to the checklist questions for the various impact topics and add concise explanatory comments related to each topic. The City's standard conditions of approval and existing regulations will be applied wherever possible. This scope of work assumes that upon completion of the Initial Study, a recommendation will be made that a Mitigated Negative Declaration will satisfy CEQA documentation requirements. Preparation of an Environmental Impact Report is not included in this scope of work.

The following environmental topics will be evaluated in the Initial Study, consistent with the requirements of CEQA. Each issue topic is shown in alphabetical order, as it appears in the CEQA checklist.

1. Aesthetics

The proposed project, which would include the expansion and redevelopment of an existing shopping center, is unlikely to adversely change the visual character of the area to a significant degree. LSA believes that no visual simulations of the project would need to be created, but they can be provided as an optional task. LSA will describe the existing visual character of the site and vicinity and identify potential changes to the visual setting in the project area, including installation of the proposed reader board sign on West Olive Avenue. Impacts of the proposed project on scenic vistas, scenic resources, and the visual character of the site and vicinity will be analyzed in this section. LSA will also summarize policies and regulations regarding visual resources. Potential impacts on visual resources will be evaluated including new sources of light and glare.

2. Agriculture and Forestry Resources

The project site is developed, is located in an urban area in the City of Merced, and is not used for agricultural or timber production. LSA will provide brief responses to the checklist questions for this topic.

3. Air Quality

LSA will prepare an air quality analysis for the proposed project in response to the Initial Study Checklist questions. The air quality analysis will include the following components: 1) assessment of baseline air quality in the area based on data from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and California Air Resources Board (ARB); 2) quantitative assessment of project construction and operational impacts for Phase I, Phase II Alternative 1, and Phase II Alternative 2 using the California Emissions Estimator Model version 2016.3.2 (CalEEMod); and 3) recommendation of mitigation measures consistent with the SJVAPCD guidelines. LSA will also prepare the required assessment to address SJVAPCD's Rule 9510 (Indirect Source Review). Model output will be attached as a technical appendix.

4. Biological Resources

LSA will evaluate the biological resources present in the project area and determine project effects to those resources. A key objective of the evaluation will be to identify any special-status plant or wildlife species, or sensitive habitats that may be affected by the project. Based on a preliminary review of aerial photographs, the project area appears to be completely developed and does not support natural communities; therefore, it provides little to no habitat for special status plants or wildlife. Sensitive biological resources potentially occurring in the project area are likely limited to nesting birds.

- **Research/Coordination.** LSA will request a list of special-status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base (CNDDB) and California Native Plant Society (CNPS) Online Database.
- **General Field Survey.** LSA will conduct a pedestrian survey of the project to assess the potential for trees located on the project site to provide suitable nesting habitat.
- **Documentation.** The results of the field survey will be documented in the biology section of the IS/MND. The section will include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. Any sensitive biological resources identified will be mapped on an aerial photo exhibit. The section will document biological resources in the project area and evaluate potential project effects to biological resources, if any.

5. Cultural Resources

LSA will provide responses to the cultural and paleontological resources questions within the Initial Study Checklist using the findings identified in the Cultural Resources Memorandum prepared under Task B.

6. Geology/Soils

This section will summarize the site's potential for geologic impacts using the information available in the City's General Plan. This section of the Initial Study will include a discussion of potential seismic impacts including fault rupture, seismic shaking, ground failure, and landslides; the maximum expected earthquake on nearby active faults that would likely cause very strong seismic groundshaking at the project site; potential geotechnical impacts including unstable soils; and any potential impacts associated with slope instability. Mitigation for potential seismic and soils impacts could include compliance with the recommendations of the City's General Plan Policies, as applicable.

7. Greenhouse Gas Emissions

In response to the Initial Study checklist questions, LSA will evaluate the project's impacts on global climate change and greenhouse gas emissions. LSA will provide a quantitative assessment of greenhouse gas emissions Phase I, Phase II Alternative 1, and Phase II Alternative 2 associated with all relevant sources related to the project for which project data are available, including construction activities, vehicle emissions, energy consumption, and water usage using CalEEMod. In accordance with SJVAPCD guidance, LSA will prepare one operational CalEEMod run for the year 2005 to establish the business as usual operational emissions and another CalEEMod run for the year 2020 for each phase and alternative to determine if the project would meet the required 29 percent reduction in operational greenhouse gas emissions. LSA will also provide a qualitative assessment of the project's consistency with relevant plans and regulations, including the City's Climate Action Plan (October 2012). In addition, LSA will identify, where necessary, practical mitigation measures to reduce the project's short-term construction and long-term greenhouse gas impacts to the extent feasible.

8. Hazards/Hazardous Materials

Demolition of the existing structures and associated pavements, and excavation and grading of site soils could result in the release of hazardous materials at the site. Potential threats from hazardous materials and other hazards that could result from construction and operation of the proposed project will be evaluated. LSA will describe known and potentially hazardous materials issues in the project area and immediate vicinity based on information available in the City's General Plan. Review of information available on the State Water Resources Control Board's GeoTracker database indicates that, although there are no active hazardous materials cleanup sites located on the project site or in the project vicinity, on-site soil was contaminated and subsequently remediated resulting in a closed case. Other tasks will include a description of any potential project-related interference with emergency response or emergency evacuation plans and a description of local fire hazards.

9. Hydrology/Water Quality

LSA will describe potential impacts related to water quality, public water supplies, groundwater resources, groundwater recharge, flooding and erosion. LSA will reference any stormwater management plans (or similar plan) in response to the hydrology and water quality Initial Study Checklist questions. The current hydrologic setting for the project site will be further described, including the existing flooding and stormwater requirements and regulations. LSA will identify best management practices that would need to be implemented during construction and operation of the project to minimize potential erosion impacts. LSA will evaluate the efficiency of stormwater controls and best management practices for proposed as part of the project. Mitigation measures will be prepared, as needed, to reduce any impacts to less-than-significant levels, if feasible.

10. Land Use/Planning

The proposed project would include the expansion and redevelopment of an existing shopping center and would not change the existing use of the site. This section will evaluate the project's compatibility with surrounding land uses and discuss the project's consistency with applicable land use policies and regulations included in the City's General Plan and Zoning Ordinance that could lead to significant physical impacts. Applicable discretionary permits will also be identified in this section.

11. Mineral Resources

The City of Merced's General Plan states that the City does not contain any mineral resources that require managed production. LSA will provide brief responses to the checklist questions for this topic.

12. Noise

LSA will prepare a noise analysis for the proposed project, in response to the Initial Study Checklist questions. The noise analysis will include the following components: 1) a description of existing noise conditions in and around the project site; 2) quantitative assessment of noise impacts on sensitive receptors related to project construction and operation associated with Phase I, Phase II Alternative 1, and Phase II Alternative 2; and if required, 3) preparation of mitigation measures consistent with best practices.

13. Population/Housing

It is not expected that the proposed project would have any effect on population or housing. LSA will provide brief responses to the checklist questions for this topic.

14. Public Services

Operation of the proposed project would not likely result in a substantial increase in the demand for public services. LSA will work with City staff and fire and police service providers to determine if the proposed project would result in potential impacts to these services. No impacts to school services would result with development of the proposed project; this topic will be briefly discussed.

15. Recreation

The proposed project would not introduce new residential population to the area, and a substantial increase in the demand for park and recreational services is not anticipated with development of the proposed project. LSA will provide brief responses to the checklist questions for this issue topic.

16. Transportation/Traffic

In response to the Initial Study Checklist questions, LSA will summarize the findings of the TIA prepared under Task B.

17. Tribal Cultural Resources

As noted above under the Cultural Resources topic, LSA will consult the Sacred Lands File of the Native American Heritage Commission to determine if any known sacred or tribal cultural resources are located within the vicinity of the project site. Working with tribal data provided to LSA by the City, LSA will provide brief responses to the Tribal Cultural Resources Initial Study section checklist questions, assuming no tribal cultural resources are identified on the project site or within the immediate vicinity.

18. Utilities/Service Systems

Expansion and redevelopment of the project site is not likely to result in a substantial increase in the demand for utility services. LSA will describe the existing utility systems serving the project area and work with City staff to determine if the proposed project would require an expansion of existing infrastructure or facilities. This analysis will include relevant information from the City's General Plan and City staff. The Initial Study will recommend mitigation measures, if necessary.

19. Mandatory Findings of Significance

The Initial Study's environmental checklist will conclude by responding to this series of questions as set forth in Appendix G of the CEQA Guidelines. In regards to the potential for cumulative impacts, LSA will coordinate with City staff in regards to identifying other past, current and probable future projects that could, in connection with the project, create cumulatively considerable impacts, and will also rely on information from the traffic analysis regarding cumulative conditions.

TASK D: INITIAL STUDY

LSA will prepare three drafts of the Initial Study: an Administrative Draft, a Screencheck Draft, and a Public Review Draft. The Final Initial Study/Mitigated Negative Declaration (IS/MND) will include responses to comments, as necessary, and a Mitigation Monitoring and Reporting Program (MMRP), as described below.

1. Administrative Draft

Using the setting and analysis prepared under Task C above, LSA will prepare an Administrative Draft Initial Study with the following components. Figures and tables will be provided as appropriate to illustrate the project site, the proposed project and the study's findings.

- Project Description
- CEQA Environmental Checklist Form
- Mandatory Findings of Significance
- Contacts and Bibliography
- Mitigated Negative Declaration
- Draft Traffic Impact Analysis
- Draft Cultural Resources Study

The Administrative Draft Initial Study will be provided to the City for review and comment. It is assumed that the City will review and consolidate all internal comments before they are submitted to LSA. LSA will provide up to five (5) paper copies and one electronic version in MS Word and PDF formats for review by City staff.

2. Screencheck Draft

Based on a single set of consolidated and non-contradictory comments from City staff, LSA will amend the Administrative Draft IS/MND and will prepare a Screencheck Draft IS/MND for review. We have allotted time for responding to changes; however, if this task exceeds the cost allotted in the budget due to changes in project description or requests for additional analysis that are not necessary to prepare a legally-adequate document, a budget adjustment may be required.

LSA will provide up to five (5) paper copies and one electronic version in MS Word and PDF formats for review by City staff to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable. LSA will also provide the City with an electronic compare version of the Screencheck Draft. This version will show text changes made to the Administrative Draft IS/MND in underline and strikeout for the City to more easily confirm that all comments and edits are fully incorporated into the Screencheck Draft.

3. Public Review Draft IS/MND

LSA will make any minor necessary revisions to the Screencheck Draft and prepare the public review IS/MND. Up to 30 hard copies, up to 75 CD copies in PDF format, and one copy of the document in MS Word format will be prepared. LSA will also prepare a Notice of Completion, in accordance with the CEQA Guidelines, and coordinate with the City to distribute the Draft IS/MND pursuant to CEQA and City review procedures.

4. Response to Comments Document

LSA will review public and agency comments received on the IS/MND during the 30-day public review period, and will prepare responses to CEQA comments in a memorandum format, as necessary. This scope and budget assume up to approximately 12 hours to prepare responses to

comments. Should an unexpectedly large volume of comments be submitted, LSA will request an adjustment in the budget to cover work beyond the assumed level.

5. Final IS/MND

Following completion of the Response to Comments Document, LSA will prepare a Final IS/MND that will incorporate all changes made to the Public Review Draft IS/MND. LSA will provide up to 30 hard copies, up to 50 CD copies in PDF format, and one copy of the document in MS Word format.

6. Mitigation Monitoring and Reporting Program

LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) for all mitigation measures identified in the IS/MND. The MMRP will list mitigation measures that are recommended in the IS/MND and provide standards and timelines for monitoring these measures. Electronic copies of the final MMRP will be submitted to the City with the Response to Comments memorandum.

TASK E: MEETINGS

Amy Fischer and Kyle Simpson will be available throughout the environmental review period to meet with the City to gather information, review progress, review preliminary findings, discuss staff comments, offer input into discussions on project modifications, and consult on CEQA procedural matters. The cost estimate includes attendance by Amy and/or Kyle at the following meetings: project start-up meeting under Task A, one additional in-person meeting with City staff and the project team, and attendance at up to two public hearings under this task. This scope also assumes up to three teleconferences of approximately one hour.

Attendance at any additional team meetings or public hearings is not included in this scope of work or in the cost estimate shown in Table 3. Attendance at any additional meetings can be billed on a time and materials basis.

TASK F: PROJECT MANAGEMENT

Amy and Kyle will undertake a variety of general project management tasks throughout the Initial Study preparation period. Amy will provide input on the scope, budget, contract negotiations and management, and scheduling of the project, and will be responsible for the overall quality of all work undertaken. She will also be available for consultation on CEQA procedural matters as well as application of the CEQA Guidelines to this project.

Kyle will coordinate the day-to-day activities associated with the project. This will include regular client contact, oversight of team members, schedule coordination, and development of products. He will also provide direction to all team members that will ensure an internally-consistent, coherent document. Amy and Kyle will review all in-house prepared text, tables, and graphics before these materials are presented to the City as administrative review documents.

2. SCHEDULE

The preliminary work schedule for preparation and completion of the environmental review process is shown in Table 2. LSA will finalize the schedule, including deliverable dates with the City once we are authorized to proceed and once preliminary development plans and all requested background materials listed in this scope of work are provided by the applicant team. Please note that this preliminary timeline is aggressive, yet flexible, and we are happy to work with the City to adapt the schedule to fit ongoing priorities and scheduling.

Table 2: Preliminary Schedule

Milestone	Responsible Party	Duration a	Cumulative Week
Notice to Proceed	City	–	–
Project Start-Up Meeting	City/LSA	1 week	1
Draft Project Description ^b	LSA	2 weeks	3
City Review of Draft Project Description	City	2 weeks	5
Prepare Technical Studies	LSA	3 weeks	8
Review Technical Studies	City	2 weeks	10
Prepare Administrative Draft IS/MND	LSA	6 weeks	16
Review Administrative Draft IS/MND	City	4 weeks	20
Prepare Screencheck Draft IS/MND	LSA	2 weeks	22
Review Screencheck Draft IS/MND	City	2 weeks	24
Prepare and Publish Public Review Draft IS/MND	LSA	1 week	25
<i>30-Day Comment Period</i>	–	30 days	29
Prepare Admin. Draft Response to Comments Memo and MMRP	LSA	1 week	30
Review Admin. Draft Response to Comments Memo and MMRP	City	1 week	31
Prepare and Distribute Final Response to Comments and MMRP	LSA	1 week	32
Final MND Adoption	City	>10 days	34

^a Number of days refers to business days excluding weekends and holidays

^b Assumes that all requested project information and materials received within 1 day of start-up meeting

3. COST ESTIMATE

For completion of the proposed scope of services within the schedule set forth in this proposal, the LSA team has provided a preliminary cost estimate in the form of a spreadsheet that details tasks by assigned personnel (see Table 3).

The estimated cost of the LSA team's labor and direct expenses is \$73,045. We have also identified a contingency amount of 5 percent of the total budget (\$3,700). The amount would not be used without written authorization from the City. With the contingency amount the total contract would be \$76,745. As you review the proposal and compare the work scope with the line item budget, if you find that there are ways of economizing or believe that expansions are needed, we would be glad to discuss suggestions for modifying both scope and budget.

Table 3: Cost Estimate for the Merced Mall Expansion and Redevelopment Project

LABOR COSTS												
	Principal (Fischer)	Project Manager (Simpson)	Planner (Carlucci)	Principal, Biological Resources (Bray)	Wildlife Biologist (Williams)	Senior Cultural Resources Manager (Vallaire)	Cultural Resources Analyst (Falke)	Principal, Transportation (Wilhelm)	Associate/Transportation (Arizabal)	Assistant Planner, Transportation (Yahata)	Document Management, Graphics and Production (Staff)	Team Total
Hourly Rate:	\$190	\$160	\$95	\$195	\$110	\$130	\$90	\$220	\$150	\$90	\$115	
Task A. Project Initiation												
(1) Start-Up Meetings/Site Visit	4	4										\$1,400
(2) Data Gathering and Evaluation	1											\$190
(3) Project Description	2	8	8								5	\$2,995
Subtotal for Task A	7	12	8	0	0	0	0	0	0	0	5	\$4,585
Task B. Technical Studies												
(1) Cultural Resources Memorandum	1					16	40				3	\$6,215
(2) Traffic Impact Analysis	2							14	26	132	16	\$21,080
Subtotal for Task B	3	0	0	0	0	16	40	14	26	132	19	\$27,295
Task C. Conduct Environmental Analysis												
(1) Aesthetics		1	2									\$350
(2) Agriculture and Forestry Resources		1	1									\$255
(3) Air Quality	6		24									\$3,420
(4) Biological Resources		1		6	24						7	\$4,775
(5) Cultural Resources	2	1					5					\$990
(6) Geology and Soils		2	4									\$700
(7) Greenhouse Gas Emissions	2		16									\$1,900
(8) Hazards and Hazardous Materials		6	4									\$1,340
(9) Hydrology and Water Quality		4	2									\$830
(10) Land Use and Planning		2	4									\$700
(11) Mineral Resources		1	2									\$350
(12) Noise	2		8									\$1,140
(13) Population and Housing		1	2									\$350
(14) Public Services		2	4									\$700
(15) Recreation			1									\$95
(16) Transportation/Traffic		2	5									\$795
(17) Tribal Cultural Resources		1	4									\$540
(18) Utilities and Service Systems		2	4									\$700
(19) Mandatory Findings of Significance		2	1									\$415
Subtotal for Task C	12	29	88	6	24	0	5	0	0	0	7	\$20,345
Task D. Prepare Initial Study/Mitigated Negative Declaration												
(1) Administrative Draft IS/MND	4	8	2								6	\$2,920
(2) Screencheck IS/MND	2	4	6								3	\$1,935
(3) Public Review Draft IS/MND	2	2	1								6	\$1,485
(4) Response to Comments Document	2	8	2								2	\$2,080
(5) Final IS/MND	2	4	4								6	\$2,090
(6) Mitigation Monitoring and Reporting Program	1	1	2								1	\$655
Subtotal for Task D	13	27	17	0	0	0	0	0	0	0	24	\$11,165
Task E. Meetings												
Subtotal for Task E	4	12	0	0	0	0	0	0	0	0	0	\$2,680
Task F. Project Management												
Subtotal for Task F	4	12	0	0	0	0	0	0	0	0	0	\$2,680
TOTAL LABOR	43	92	113	6	24	16	45	14	26	132	55	\$68,750
DIRECT COSTS												
(1) Travel, Deliveries, Communication												\$145
(2) Maps; Plans; Reports; Database Searches												\$550
(3) Traffic Counts												\$3,100
(4) Printing and Graphic Reproduction												\$500
TOTAL DIRECT COSTS												\$4,295
TOTAL LSA TEAM BUDGET												
TOTAL LSA TEAM BUDGET (WITHOUT CONTINGENCY)	\$73,045											
CONTINGENCY FUNDS												
CONTINGENCY AT 5 PERCENT	\$3,700											
TOTAL LSA TEAM BUDGET WITH CONTINGENCY												
TOTAL LSA TEAM BUDGET (WITH CONTINGENCY)	\$76,745											