

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 2ND day of APRIL, 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 Tait Environmental Services, Inc., a California Corporation, whose address of record is 701 North Parkcenter Drive, Santa Ana, California 92705 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to conduct a Commodities Flow Study and Needs Assessment; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide the 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 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 Fire Chief 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 "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "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 "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Twenty-Nine Thousand Six Hundred Ninety-Four Dollars (\$29,694.00).

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

b. General Liability.

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

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

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

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

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

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

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

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

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is

based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

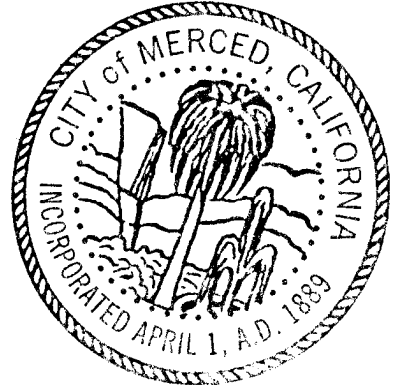
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: [Signature]
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: [Signature]
Assistant/Deputy City Clerk



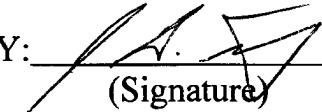
APPROVED AS TO FORM:

BY: Kelley Janner 3/27/18
City Attorney Date

300576 PO #: 130101
ACCOUNT DATA:

BY: [Signature]
Verified by Finance Officer V-17969
Funds Available. nur 4/4/18
001-0901-522-17-00 238628
FL 415118
\$29,694.00
W# 14337 415118

CONSULTANT
TAIT ENVIRONMENTAL SERVICES,
INC., A California Corporation

BY: 
(Signature)

James D. Streitz
(Typed Name)

Its: Vice President / COO
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 33-0359360

ADDRESS: 701 Parkcenter Drive
Santa Ana, CA 92705

TELEPHONE: (714) 560-8200

FAX: (714) 560-8244

E-MAIL: pmccarter@tait.com

Exhibit A

Scope of Services

A Tait Project Manager will attend a "kick-off" meeting in March 2018 with MFD and other key stakeholders, as determined by MFD, to jointly strategize on the goals and objectives of the project. This stage is critical to ensure that sufficient and reliable information/data are collected, negating the need for iterative, costly and time-consuming field investigation activities. At this time, the locations of the highway placard surveys will be finalized. In the event that Tait is chosen to complete the CFS/PNA for the MFD, the kick-off meeting should be coordinated with the kick-off meeting of the Merced County Department of Environmental Health (County) Hazardous Materials Area Plan Update. Tait has been granted a contract with the County to complete this update. Details are noted below in Section 3.7.

Tait will perform the highway placard survey over a four-day period at a designated time in the spring of 2018. The placard surveys will be completed during the daylight hours. All of the field work related to the CFS/PNA will be completed at this time.

During the completion of the report, Tait personnel will be available for consultation via teleconference during normal working hours.

3.5 Process

Tait in coordination with MFD will define the CFS/PNA objectives, methodology, and overall structure of the study. This will be discussed during the initial kickoff meeting and refined as necessary during the course of the study. In general, the CFS/PNA will identify and analyzed the types, quantities, and transportation routes of hazardous commodities being transported through the City of Merced (City).

The following areas are included into the scope of work for the CFS/PNA:

Pipelines: The CFS/PNA will identify the types, quantities, and frequencies of hazardous materials as defined by the DOT-PHMSA, which are being transported through the City. Pipeline data will be obtained through PHMSA's National Pipeline Mapping System (NPMS), and through follow up with pipeline operators. This will include the gas transmission and petroleum liquid pipelines that parallel Highway 99 and the gas transmission pipeline that runs along Highway 59 and Yosemite Avenue.

Railroads: The CFS/PNA will attempt to identify types, quantities, and routes of hazardous materials transported via railway through the City, to the extent that the information is publically available. Burlington Northern and Santa Fe (BNSF) and Union Pacific (UP) railroads transport a variety of hazardous cargo through the City boundaries.

It has been Tait's experience, however, that certain railway companies have been hesitant to release data concerning their hazardous materials transport to the public for reasons of national security. They may release data to a public entity, but not allow for the consultant to review it. In any case, all efforts should be made by MFD to secure such data. A

placard survey of rail traffic is not included in this proposal, unless otherwise requested by MFD. It is considered to be a labor intensive event requiring additional funding, and beyond the scope of this RFP.

Air and Military Transportation: It is assumed that hazardous materials shipped via air and military transport are not considered part of this CFS/PNA.

Highways: The traffic flow study on the highways will be performed by a placard survey of hazardous materials cargo carriers at key observation points. These key observation points will generally be at ingress and egress locations of the major highway within the County, as well as at key highway junctions. This will allow for detailed information to be collected concerning the directional flow of hazardous materials through the City. Depending upon the amount of traffic at each of these observation points, Tait will employ one to two people to complete the placard surveys at each survey location. The actual length of time that the surveys will cover will depend on the traffic levels at each site. In the past Tait has undertaken surveys ranging from 2 hours to 6 hours at specific times of day. These variables will be further refined during the kick-off meeting with MFD.

For the CFS/PNA, Tait will perform placard surveys on the major highways and intersections within the City. These survey locations will include the following:

- Hwy 99 at Franklin Road: 6 hour survey (2 people)
- Hwy 99 at E. Mission Avenue: 6 hour survey (2 people)
- Hwy 140 at Arboleda: 6 hour survey (1 person)
- Hwy 140 at Franklin Road: 6-hour survey (1 person)
- Santa Fe Drive at Beachwood: 6-hour survey (1 person)
- Highway 59 at W. Cardelia: 4-hour survey (1 person)
- E. Yosemite at Lake Road: 4-hour survey (1 person)
- Highway 59 at Rahilly Rd.: 4-hour survey (1 person)

Other intersections/survey points may be designated for highway placard surveys by the MFD; however, due to budget considerations, there may need to be adjustments to the survey parameters outlined above.

Relevant statistical analysis of the collected data shall include:

- Type of hazardous material or substance.
- Type of container/truck type –cryogenic, hopper, box, semi-trailer, tanker, etc.
- Identification of vehicle placards.
- Determination of flow patterns of hazardous materials.
- Prioritization of risk according to most dangerous substances being transported.
- Preparation of an alphabetical list of chemicals identified.
- Identification of the percentage of shipments according to DOT classifications of hazardous materials.

- Identification of the percentage of shipments according to specific commodities classifications.

Additional information concerning the transport of hazardous materials through the City may include additional sources. However, obtaining this information is generally labor intensive, and beyond the scope of the funded amount of this CFS/PNA. In the event that MFD can provide Tait with the information, a general analysis of the data can be included in the report. The categories of these data are:

- Weight of each category in pounds or tons noted.
- Zip code of shipment origin and shipment destination.
- Review of shipping documents.
- Identify the volume shipped per ton-mile.
- Review existing data within the California Environmental Reporting System (CERS).
- Review traffic accident information concerning hazardous materials for MFD.
- Designation of sensitive/sacred areas bordering the City.

Upon completion of the field work program of the project, Tait will prepare a CFS/PNA Report based on a data analysis of all field and other relevant data to the project. Data will be analyzed and presented by the use of comparative graphs, tables, and maps, and it will include an introduction, executive summary, methodology, regional overview, stakeholders, data collection, data analysis, and transportation data of hazardous materials.

The CFS/PNA Report will contain a summary of the CFS as well as a planning needs assessment for the MFD. The planning needs assessment will be based on the results of the CFS, information provided by the MFD, as well as other information obtained from the County's Area Plan Update, which will be completed by Tait concurrently with the CFS/PNA and is discussed below in Section 3.7. The information obtained from the Area Plan Update will be directly focused on the MFD's needs, as well as mutual agreements with other agencies. The planning needs assessment discussion will focus on the following as outlined by the MFD:

- Response equipment deficiencies and requirements.
- Response training deficiencies and requirements, including awareness training for drivers and emergency response personnel.
- Transportation incidents and mitigation needs.
- Effectiveness in developing a multi-agency response team through mutual aid agreements.

3.6 Implementation Plan

The preparation of the CFS/PNA will follow the general implementation plan of events:

- **Task A- Initial Meeting and Data Review:** Tait will attend a "kick-off" meeting in March 2018, with MFD and other key stakeholders, as determined by MFD, to jointly strategize on the goals and objectives of the project. This stage is critical to ensure that sufficient and reliable information/data are collected and the locations of the highway survey points are

determined. A discussion on the availability of rail data will also be undertaken during the kick-off meeting. This meeting should also include stakeholders from the County's Area Plan Update group as defined by both the MFD and the County. The cooperative effort by the MFD and the County is defined below in Section 3.7.

Tait will review any relevant existing plans and information provided by MFD to identify data gaps. Based upon the review, Tait will advise MFD's Project Manager of data gap(s), their significance in relation to the project goals/data objectives, and on data collection alternatives to address the data gap. If at all, possible, the kick-off meeting should be scheduled prior to March 31, 2018, to allow for the CFS/PNA to be completed by June 30, 2018.

- **Task B:** Complete field work for all phases of the Commodity Study during April 2018. It is anticipated that the field work will take up to four days to complete. MFD may provide input on optimal times for completion of field work at specific locations.
- **Task C:** Provide MFD with an electronic copy of a Draft GFS/PNA for review and comment by May 31, 2018. Following receipt of the Draft GFS/PNA, a teleconference with the MFD and other stakeholders will be held in early June to discuss and determine the path forward for the completion of the Final CFS/PNA.
- **Task D:** Provide the MFD with electronic copy, hard copy, and CD media of the Final CFS/PNA by June 30, 2018. The final report will be presented in 8 ½ X 11 format. The report will contain comparative graphs, tables, and maps, and it will include an introduction, executive summary, methodology, regional overview, stakeholders, data collection, data analysis, and transportation data of hazardous materials, as well as a needs assessment for future planning with respect to responses to hazardous materials incidents.

3.7 Service Enhancements

Tait has recently secured a contract to prepare an update to the Merced County Department of Environmental Health (County) Hazardous Materials Area Plan. In the event that Tait secures the contract for the MFD CFS/PNA, it is recommended that the kick-off meetings for both of these projects be completed concurrently, and at that representatives of the County and the MFD be present at both kick-off meetings. It is also recommended that relevant information from both of these projects be included in the respective final reports in a synergistic approach, providing it is acceptable to both MFD and the County. To that end, and in the event that Tait is chosen by the MFD to complete the CFS/PNA, it is recommended that the kick-off meeting be scheduled for late March to allow for project completion in the following months, and to allow for completion of the Final CFS/PNA by June 30, 2018.

The planning needs assessment portion of the CFS/PNA will incorporate MFD-specific information that will also be included in the County's Area Plan Update.

3.8 Community Involvement

Key members of the Tait team regularly attend the Annual California CUPA Conferences. In addition, Tait personnel made a presentation on Commodity Studies at the 2013 CUPA Conference in Garden Grove. Tait also presented a session on Area Plans and Hazardous

Materials Commodities Flow Studies at the 2017 CUPA Conference in San Diego in February 2017 and at the 2018 CUPA Conference in Burlingame in February 2018. This proactive approach to training keeps Tait well informed of upcoming changes in regulations.

In addition, Tait has attended Local Emergency Planning Commission (LEPC) meetings in LEPC Regions V and VI and has made presentations on CFSs during meetings in both regions.

Exhibit B

Time of Performance

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The preparation of the CFS/PNA will follow the general implementation plan of events:

- **Task A- Initial Meeting and Data Review:** Tait will attend a "kick-off" meeting in March 2018, with MFD and other key stakeholders, as determined by MFD, to jointly strategize on the goals and objectives of the project. This stage is critical to ensure that sufficient and reliable information/data are collected and the locations of the highway survey points are

determined. A discussion on the availability of rail data will also be undertaken during the kick-off meeting. This meeting should also include stakeholders from the County's Area Plan Update group as defined by both the MFD and the County. The cooperative effort by the MFD and the County is defined below in Section 3.7.

Tait will review any relevant existing plans and information provided by MFD to identify data gaps. Based upon the review, Tait will advise MFD's Project Manager of data gap(s), their significance in relation to the project goals/data objectives, and on data collection alternatives to address the data gap. If at all, possible, the kick-off meeting should be scheduled prior to March 31, 2018, to allow for the CFS/PNA to be completed by June 30, 2018.

- **Task B:** Complete field work for all phases of the Commodity Study during April 2018. It is anticipated that the field work will take up to four days to complete. MFD may provide input on optimal times for completion of field work at specific locations.
- **Task C:** Provide MFD with an electronic copy of a Draft GFS/PNA for review and comment by May 31, 2018. Following receipt of the Draft GFS/PNA, a teleconference with the MFD and other stakeholders will be held in early June to discuss and determine the path forward for the completion of the Final CFS/PNA.
- **Task D:** Provide the MFD with electronic copy, hard copy, and CD media of the Final CFS/PNA by June 30, 2018. The final report will be presented in 8 ½ X 11 format. The report will contain comparative graphs, tables, and maps, and it will include an introduction, executive summary, methodology, regional overview, stakeholders, data collection, data analysis, and transportation data of hazardous materials, as well as a needs assessment for future planning with respect to responses to hazardous materials incidents.

3.7 Service Enhancements

Tait has recently secured a contract to prepare an update to the Merced County Department of Environmental Health (County) Hazardous Materials Area Plan. The kick-off meetings for both of these projects will be completed concurrently, and representatives of the County and the MFD are to be present at both kick-off meetings. It is also recommended that relevant information from both of these projects be included in the respective final reports in a synergistic approach, providing it is acceptable to both MFD and the County. The kick-off meeting will be scheduled for late March to allow for project completion in the following months, and to allow for completion of the Final CFS/PNA by June 30, 2018.

The planning needs assessment portion of the CFS/PNA will incorporate MFD-specific information that will also be included in the County's Area Plan Update.

Exhibit C

Appendix A: Cost Proposal - Merced City Fire Department CFS/PNA

Task	Task Description	Task Details	Unit	Unit Type	Personnel	Unit Rate	Cost	
A	Kick-off Meeting/Data Review	Kick off Meeting/Data Review	6	hours	Senior Scientist	\$135	\$810	
			1	hours	Administrative	\$65	\$65	
		Subtotal					\$875	
		<i>Travel to Merced</i>						
		Hotel and Meals	1	days		\$150	\$150	
		Mileage	640	miles		\$0.90	\$576	
		Hours	12	hours	Senior Scientist	\$135	\$1,620	
		Subtotal					\$2,346	
	B	Field Surveys	<i>Survey Locations</i>					
			Hwy. 99 at Franklin Road	7	hours	Senior Scientist	\$135	\$945
			7	hours	Scientist	\$100	\$700	
Hwy 99 at East Mission Avenue			7	hours	Senior Scientist	\$135	\$945	
			7	hours	Scientist	\$100	\$700	
Hwy 140 at Arboleda Drive			5	hours	Scientist	\$100	\$500	
Hwy 140 at Franklin Road			5	hours	Scientist	\$100	\$500	
Santa Fe Drive at Beachwood Drive			5	hours	Senior Scientist	\$135	\$675	
Highway 59 at W. Cardella Road			5	hours	Senior Scientist	\$135	\$675	
E. Yosemite Ave. at Lake Road			5	hours	Senior Scientist	\$135	\$675	
Hwy 59 at Rahilly Road			5	hours	Scientist	\$100	\$500	
			Subtotal					\$6,815
			<i>Travel to Merced</i>					
			Hotel and Meals	9	days		\$150	\$1,346
			Air Fare	1	flights		\$518	\$518
			Car Rental	1	cars		\$230	\$230
			Mileage	700	miles		\$0.90	\$630
			Scientist	12	hours	Scientist	\$100	\$1,200
			Sr. Scientist	24	hours	Senior Scientist	\$135	\$3,240
			Subtotal					\$7,163
C	Draft CFS/PNA	<i>Report and Teleconferences</i>		14	hours	Senior Scientist	\$135	\$1,890
			80	hours	Scientist	\$100	\$8,000	
			3	hours	Administrative	\$65	\$195	
			Subtotal					\$10,085
D	Final CFS/PNA	<i>Report</i>		6	hours	Senior Scientist	\$135	\$810
			16	hours	Scientist	\$100	\$1,600	
			Subtotal					\$2,410
GRAND TOTAL							\$29,694	