

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and 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 construct a municipal well site; and,

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

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

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

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or 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 Ninety-Four Thousand Four Hundred Twenty-Two Dollars and Two Cents (\$94,422.02).

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

ATTEST:  
STEVE CARRIGAN, CITY CLERK

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

APPROVED AS TO FORM:

BY: Shirley A. Dink 5-7-19  
City Attorney Date

ACCOUNT DATA:

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



CONSULTANT  
LSA ASSOCIATES, INC.,  
A California Corporation

BY:   
Mike Trotta  
President  
Its: ~~Chief Executive Officer~~  
(Title)

Taxpayer I.D. No. 94-2341614

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

TELEPHONE: (949) 533-0666

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

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



CARLSBAD  
FRESNO  
IRVINE  
LOS ANGELES  
PALM SPRINGS  
POINT RICHMOND  
RIVERSIDE  
ROSEVILLE  
SAN LUIS OBISPO

May 6, 2019

Mr. Joseph D. Angulo, P.G.  
Environmental Project Manager  
Public Works - Engineering  
City of Merced  
678 West 18th Street  
Merced, CA 95340

Subject: Scope of Work for Environmental Services for Municipal Well Site #22

Dear Mr. Angulo:

LSA submits this scope of work to provide environmental review services for the Merced Municipal Well #22 Project (proposed project) pursuant to the California Environmental Quality Act (CEQA). In response to your request for a proposal, LSA developed an approach and work program that provides for a robust environmental review of the project. Our scope of work includes the following features to ensure that the environmental review process is completed quickly and efficiently:

- Availability of LSA's senior management team, Amy Fischer, Principal, and Kyle Simpson, Associate/Project Manager, who will see the project through from beginning to end;
- Commitment of LSA's in-house experts for key issues of biological resources, cultural resources, air quality, greenhouse gas emissions, and noise; and
- Ability to work collaboratively with agencies and project applicants, and to communicate effectively with diverse audiences at public forums.

We are joined by MKN & Associates to provide expertise on utilities and service systems. We approach this project with a great deal of enthusiasm and are confident that we have the essential project management capabilities, strategic thinking skills, and experience to efficiently and effectively complete the required environmental review process and to assist staff through the public process. As is always the case with our proposed scope, budget, and schedule, we are open to suggestions for refinement and look forward to discussing with you our approach to this assignment. If you have any questions regarding this scope of work, please call Kyle or Amy at 559-490-1210 or e-mail us at [kyle.simpson@lsa.net](mailto:kyle.simpson@lsa.net) and [amy.fischer@lsa.net](mailto:amy.fischer@lsa.net).

Sincerely,

LSA Associates, Inc.

Amy Fischer  
Principal

Kyle Simpson  
Associate/Project Manager

## PROJECT UNDERSTANDING AND SCOPE OF WORK

### PROJECT UNDERSTANDING

The City of Merced is proposing the construction and operation of a new municipal water production well. The proposed well would be located on a City-owned parcel west of the intersection of Cardella Road and Hatch Road. In unincorporated area of Merced County, north of the City. The proposed well would be a replacement for another City-owned well that is no longer in service.

Based on our review of the City's Request for Proposals, LSA understands that the City of Merced is seeking to prepare a comprehensive Initial Study and Focused EIR to satisfy the requirements of CEQA. Our proposed work program, which includes preparation of all technical materials that the LSA team anticipates would be appropriate to provide for an adequate and legally-defensible environmental review effort, is detailed below.

The overarching goal in preparing the Focused EIR is for LSA to function as an extension of City staff, and provide a legally-defensible and well-written document that is easy to understand not only for the public, but for City decision-makers, City staff, and responsible agencies. Our proximity to the City's office also allows LSA staff to easily attend meetings and be generally available to attend in-person meetings.

To that end, LSA has developed an approach and work program designed to result in a comprehensive, legally-robust EIR that meets City requirements. The Focused EIR and environmental review process, in general, will provide a comprehensive evaluation of the proposed project. Our scope of work is designed to achieve the following key objectives:

- Collaborate with the City to define the project for CEQA purposes and craft a detailed project description that accurately reflects all elements of the proposed project including anticipated uses and requested project approvals.
- Prepare a Focused EIR that responds to and meets the specific requirements and interests of the diverse group of government agencies and organizations that are expected to review the Focused EIR and may be responsible for specific project approvals.
- Provide a rigorous, project-level analysis of the environmental effects of the proposed project to minimize subsequent environmental review.
- Create a Focused EIR that is accessible and relevant through thoughtful and concise writing and use of data-rich graphics.

### SCOPE OF WORK

The scope of work for preparation of the Focused EIR is detailed below. An outline of the work program is presented in Table 1.

*Task 1: Kick-Off Meeting and Project Initiation*

Following the notice to proceed, LSA will initiate the following subtasks to start the EIR process as soon as possible.

**1.1 Kick-Off Meeting and Site Visit**

LSA will meet with City staff to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort for the project. In this meeting, LSA will want to:

1. Confirm the proposed scope of work and expectations for use of any previously prepared technical materials or other background materials that may be available for the project site;
2. Discuss the significance criteria for each topic to be addressed in the Focused EIR.
3. Discuss the City's desired approach to involving the various City departments, and the County, during preparation of the Focused EIR and review of the administrative and screencheck drafts; and
4. Discuss the City's desired schedule for the review process.

Following the Kick-Off Meeting, Amy Fischer and Kyle Simpson will visit and photograph the project area and its surroundings to familiarize ourselves with the area, document existing conditions and site features, and confirm information provided by the City. We will encourage attendance by City staff at our initial site visit to allow for sharing of observations.

**1.2 Project Description**

LSA will prepare a project description that details the purpose, phasing and physical elements of the proposed project. The project description will include a map showing the location and boundaries of the project area and a general description of the project's technical and environmental characteristics. LSA will work closely with the City to ensure that the project description provides a level of detail appropriate for the Focused EIR. As a part of the project description, LSA will work with the City to prepare a list of project objectives consistent with the City's goals for the project.

**Table 1: Work Program Outline**

<b>Task 1. Kick-Off Meeting and Project Initiation</b>
1.1 Kick-Off Meeting and Site Visit
1.2 Project Description
<b>Task 2. Technical Analysis</b>
2.1 Air Quality and Greenhouse Gas Analysis
2.2 Biological Resources
2.3 Cultural Resources
2.4 Noise Analysis
2.5 Water Distribution System Infrastructure and Well Site Analysis
<b>Task 3. Initial Study and Notice of Preparation</b>
3.1 Administrative Draft Initial Study and Notice of Preparation
3.2 Screencheck Draft Initial Study and Notice of Preparation
3.3 Public Review Initial Study and Notice of Preparation
3.4 Public Scoping Meeting
<b>Task 4. Work Program Refinement</b>
<b>Task 5. Draft Focused EIR</b>
5.1 Administrative Draft Focused EIR
5.2 Screencheck Draft Focused EIR
5.3 Public Review Draft Focused EIR
5.4 Public Hearing
<b>Task 6. Final EIR</b>
6.1 Administrative Draft Final EIR
6.2 Screencheck Draft Final EIR
6.3 Public Review Final EIR
<b>Task 7. Mitigation Monitoring and Reporting Program</b>
7.1 Draft Mitigation Monitoring and Reporting Program
7.2 Final Mitigation Monitoring and Reporting Program
<b>Task 8. EIR Certification Hearings</b>
8.1 Planning Commission Hearing
8.2 City Council Hearing
<b>Task 9. Project Management and Meetings</b>

The project description will also include a statement briefly describing the intended uses of the Focused EIR, including a list of agencies expected to use the Focused EIR, a list of permits and other approvals required to implement the project and a list of related environmental review and consultation steps required by federal, State or local laws, regulations and policies. LSA will submit a draft of the project description to the City for review and acceptance before the LSA team begins conducting any technical analyses.

### ***Deliverable***

- Draft Project Description

### ***Task 2: Technical Analysis***

Based on our initial review of the project technical studies to address potential environmental impacts regarding air quality and greenhouse gas emissions, biological resources, cultural resources, noise, and the water distribution system will be needed to adequately address these disciplines under CEQA. Following approval of the Draft Project Description, the technical analyses described below, will be conducted.

#### **2.1 Air Quality and Greenhouse Gases**

LSA will prepare an air quality and greenhouse gas analysis technical memorandum for the proposed project. The 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 the using the California Emissions Estimator Model version 2016.3.2 (CalEEMod); and 3) if warranted, recommendation of mitigation measures consistent with the SJVAPCD guidelines. If available, the City should provide all applicable project construction data to LSA, including all anticipated off-road vehicle use and daily haul trip rates during construction. Model output will be attached as a technical appendix. The findings of this analysis will be presented in a technical memorandum address to the City.

#### **2.2 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 does not appear to support natural communities, and, therefore, it provides limited habitat for special status plants or wildlife. Sensitive biological resources potentially occurring in the project area include San Joaquin kit fox, Swainson's hawk, and 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 general field survey to assess habitat conditions and evaluate potential impacts to sensitive biological resources from the proposed project. During this survey, LSA will 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 biological resources technical memorandum. The section will include a discussion of plant communities present on the project site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the project site based on the communities present. Any sensitive biological resources identified will be mapped on an aerial photo exhibit. The technical memorandum will document biological resources in the project area and evaluate potential project effects to biological resources, if any.

### 2.3 Cultural Resources

LSA's cultural resources analysis will include research, field survey, and reporting tasks, as described below. This scope of work and budget are based on negative findings for cultural resources. However, we have included 8 hours for initial coordination, additional research, or other tasks if the findings from the records search or field survey indicate cultural resources are present on the project site. LSA will contact the City if we determine additional effort (e.g., significance evaluation and/or impact assessment) is required to address cultural resources on the project site. In addition, LSA is available to assist the City with Tribal Cultural Resources Consultation pursuant to Assembly Bill (AB) 52 as an optional task described below under Optional Tasks.

- **Research.** An LSA cultural resources analyst will conduct research using the following sources:
  - California Historical Resources Information System (CHRIS): A CHRIS records search will be conducted at the Central California Information Center (CCaIC) to identify any previous cultural resources or cultural resources studies in the project site and search radius.
  - Native American Heritage Commission (NAHC): LSA will contact the NAHC to conduct a Sacred Lands File search, which will identify the presence or absence of locations that may have traditional or cultural value to tribal organizations, regardless of archaeological value, in or adjacent to the project site.
  - Local Reference: LSA will contact the Merced County Historical Society to inquire about the history of the project site.
  - LSA will review background information to determine the pre-contact and historic context and assess the archaeological site sensitivity of the project site.
- **Field Survey.** An LSA cultural resources analyst will conduct a field survey of the project site. The field survey will be documented in field notes and photographs. We will need access to the project site in order to complete this task.

- **Reporting.** LSA will prepare a Cultural Resources report that describes the methods, results, and recommendations of the study, especially with regard to additional work that may be necessary to address the requirements of CEQA. If any cultural resources are identified within the project site, the resource(s) must be recorded before the report can be finalized.<sup>1</sup> The draft report will be submitted to the City in PDF format for review. LSA will respond to one round comments from the City on the draft report, and following resolution of any comments, a final report will be resubmitted in PDF format and will also be submitted to the CCalC in fulfillment of a requirement to access their archives.

## 2.4 Noise

LSA will prepare a noise analysis technical memorandum for the proposed project. The noise analysis will include the following components: 1) a description of existing noise conditions in and around the project site; 2) a quantitative assessment of noise impacts on sensitive receptors related to project construction and operation associated with the project; and if required, 3) the preparation of mitigation measures consistent with best practices. The findings of this analysis will be incorporated into a technical memorandum addressed to the City.

## 2.5 Water Distribution System Infrastructure and Well Site Analysis

MKN will identify the infrastructure improvements needed to connect the future Well 22 to the City's water distribution system and the wellsite improvements. MKN will also review the 2016 Water Master Plan and the Initial Study/Mitigated Negative Declaration for the Water Master Plan (2017 WMP IS/MND). MKN will review the impacts from future wells identified as part of the 2017 WMP IS/MND and determine if the new Well 22 location will result in additional environmental impacts. Since 22 wells were previously addressed in the 2017 WMP IS/MND, no new Hydrology and Water Quality impacts are anticipated. MKN will reference the impacts and findings identified in the 2017 WMP IS/MND. The findings from this task will be summarized in a technical memorandum.

### ***Deliverables***

- Air Quality and Greenhouse Gases Technical Memorandum
- Biological Resources Technical Memorandum
- Draft Cultural Resources Report
- Final Cultural Resources Report
- Water Distribution System Infrastructure and Well Site Analysis Technical Memorandum

### ***Task 3: Initial Study and Notice of Preparation***

LSA will prepare an Initial Study for release with the Notice of Preparation (NOP) to provide substantial evidence to support the preparation of the Focused EIR. The analysis included in the

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<sup>1</sup> In addition to being a required component of the report, LSA's access agreement with the California Historical Resources Information System requires that we provide records for any cultural resources we identify.

Initial Study will be referenced and based on thorough analysis in order to address environmental topics and exclude further analysis in the Focused EIR. The following environmental topics will be evaluated in the Initial Study, consistent with the requirements of CEQA.

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

### **3.1 Administrative Draft Initial Study and Notice of Preparation**

LSA will prepare an Administrative Draft Initial Study with figures and tables will be provided as appropriate to illustrate the project site, the proposed project and the study's findings.

The Administrative Draft Initial Study and NOP will be provided to the City for review and comment. LSA will provide one electronic version in MS Word and PDF formats for review by City staff.

### **3.2 Screencheck Draft Initial Study and Notice of Preparation**

Based on a single set of consolidated and non-contradictory comments from City staff, LSA will amend the Administrative Draft Initial Study and NOP, and will prepare a Screencheck Draft Initial Study and NOP 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 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 Initial Study and NOP in underline and strikeout for the City to more easily confirm that all comments and edits are fully incorporated into the Screencheck Draft Initial Study and NOP.

### **3.3 Public Review Initial Study and Notice of Preparation**

LSA will make any minor necessary revisions to the Screencheck Draft Initial Study and NOP, and will prepare the public review Initial Study and NOP. LSA will prepare 15 summary memorandums and 15 CDs for submittal of the Initial Study and NOP to the State Clearinghouse, and will provide one



copy in PDF format for posting on the City's website. The City will be responsible for local distribution and noticing.

### **3.4 Public Scoping Meeting**

Amy Fischer and Kyle Simpson will participate in a public EIR scoping meeting. LSA will develop materials for these meetings, including hand-outs which may include an overview of the objectives of CEQA, the EIR process and schedule, and the topics to be addressed in the Focused EIR. If request, LSA would make a short presentation at the scoping meeting that outlines the project's environmental review requirements and process.

#### ***Deliverables***

- Administrative Draft Initial Study and NOP
- Screencheck Draft Initial Study and NOP
- Public Review Initial Study and NOP
  - For City distribution: 25 hard copies and 70 CD copies
  - For State Clearinghouse Distribution: 15 summary forms and 15 CD copies
- Notice of Completion for State Clearinghouse

#### ***Task 4: Work Program Refinement***

In response to comments received on the NOP and the impact analyses completed under Task 2 and Task 3, it may be necessary to refine the work program. Upon receipt and review of all of the comments on the NOP and taking into consideration comments heard at the scoping meeting, LSA will work with City staff to refine the scope of work and budget, if necessary, to address any environmental issues that are not yet adequately addressed in this work program.

#### ***Task 5: Draft Focused EIR***

It is anticipated that the Focused EIR will cover the topic of Water Quality and Hydrology. The following describes the process for preparing the Draft Focused EIR.

### **5.1 Administrative Draft Focused EIR**

The setting section of the Hydrology and Water Quality section included in the Focused EIR will describe the current conditions of the project site. The impact analysis will evaluate the potential environmental effects resulting from implementation of the proposed project. Where relevant, impacts will be separately identified in terms of whether they would occur during the construction or operation periods. A set of feasible mitigation measures (as well as the residual impacts or effects of each measure) will be identified.

The Hydrology and Water Quality section will also include a discussion of cumulative impacts. The analysis of cumulative effects will address the potential impacts associated with the project in conjunction with other projects that are under-construction, approved, or reasonably foreseeable. The preferred methodology for conducting the cumulative impacts analysis will be developed and

agreed upon during the early stages of the EIR preparation. Prior to submittal, MKN will review the Administrative Draft Focused EIR (ADEIR) for general conformance the technical memorandum prepared under Task 2.5.

The Focused EIR is expected to include the following components:

- Introduction
- Executive Summary
- Project Description
- Setting, Impacts, and Mitigation Measures
- Alternatives to the Proposed Project
- CEQA-Required Assessment Conclusions
- List of Persons and Organizations Contacted
- Bibliography
- Technical Appendices

One digital version (in both Word and PDF formats) of the Administrative Draft Focused EIR will be submitted to the City for review and comment. LSA can meet with staff, either in person or via teleconference, to discuss comments on the Administrative Draft Focused EIR.

## **5.2 Screencheck Draft Focused EIR**

Based on a single set of consolidated and non-contradictory comments from City staff, LSA will amend the Administrative Draft Focused EIR and prepare a Screencheck Draft for final review. One digital version (Word and PDF formats) of the Screencheck Draft will be provided. A PDF compare version that shows changes between the two drafts in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

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, the additional cost would be billed on a time and materials basis (or use of contingency funds would be requested).

## **5.3 Public Review Draft Focused EIR**

LSA will amend the Screencheck Draft Focused EIR in response to a single set of consolidated and non-contradictory comments from City staff. LSA will produce a total of 25 copies of the Public Review Draft Focused EIR. Digital versions will also be prepared in PDF formats and will be distributed to the City for website posting and via up to 70 thumb drives or compact discs (CDs). All appendix materials will be provided on a CD to be attached to the inside back cover of the bound Draft Focused EIR copies.

Prior to publication of the Public Review Draft Focused EIR, LSA will prepare the Notice of Availability (NOA) and Notice of Completion (NOC). LSA will be responsible for distribution of the Draft Focused EIR to the State Clearinghouse. The City will be responsible for local distribution and noticing.

#### 5.4 Draft Focused EIR Public Hearing

Amy Fischer and Kyle Simpson will be available to attend a public hearing regarding the Draft Focused EIR. The intent of the meeting will be to collect public comments on the analysis included in the Draft Focused EIR.

#### *Deliverables*

- Administrative Draft Focused EIR
- Screencheck Draft Focused EIR
- Public Review Draft Focused EIR
  - For City distribution: 25 hard copies and 70 CD copies
  - For State Clearinghouse Distribution: 15 summary forms and 15 CD copies
- Notice of Availability/Notice of Completion

#### *Task 6: Final EIR*

##### 6.1 Administrative Draft Final EIR

The LSA team will formulate responses to written comments on the Draft Focused EIR, including review period comments received from the public and agencies. The Administrative Draft Final EIR will include: 1) a list of persons, organizations, and public agencies commenting on the Draft Focused EIR; 2) copies of written comments received; 3) responses to environmental comments raised in the review process; and 4) any necessary text, table or figure changes to the Draft Focused EIR. LSA will discuss the best approach to the responses document with the City following the close of the comment period.

Our budget estimate shows the level of professional effort assumed for this task (see Task 6.1 in the Cost Estimate, included separately). Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by project opponents or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget (and/or use of contingency funds) to cover work beyond the assumed level would be needed. LSA will submit one digital version (in MS Word and PDF formats) of the Administrative Draft Final EIR for City review.

##### 6.2 Screencheck Draft Final EIR

After review by City staff and transmittal of suggested revisions, LSA will amend the Administrative Draft Final EIR and prepare a Screencheck version for final review by City staff. One digital version (Word and PDF formats) of the Screencheck Draft will be provided. A PDF compare version that shows changes between the two drafts in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made.

##### 6.3 Public Review Final EIR

After review by City staff and transmittal of suggested revisions, LSA will amend the Screencheck Draft Final EIR and prepare a Public Review version. LSA will produce up to fifteen (15) bound copies

and thirty (30) CDs. Digital versions will also be prepared in PDF formats and will be distributed to the City for website posting. The Final EIR will be distributed to the public and commenting agencies a minimum of 10 days prior to the final public hearing on the Final EIR.

***Deliverables***

- Administrative Draft Final EIR, MS Word and PDF
- Screencheck Draft Final EIR, MS Word and PDF
- Public Review Final EIR, 15 printed copies and 30 CDs
- Notice of Determination, MS Word and PDF

***Task 7: Mitigation Monitoring and Reporting Program***

LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP). The MMRP will identify the responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. Monitoring will be dovetailed with existing processes of project development and review.

***Deliverables***

- Draft MMRP
- Final MMRP

***Task 8: EIR Certification Hearings***

Amy and/or Kyle will attend up to two public hearings for certification of the Focused EIR, including hearings before the Planning Commission and City Council. Additional meetings can be added to the scope as additional services.

Upon project approval and certification of the Final EIR, LSA will prepare a Notice of Determination (NOD) for filing and distribution by the City.

***Deliverable***

- Notice of Determination, MS Word and PDF

***Task 9: Project Management and Meetings***

Amy and Kyle will undertake a variety of general project management tasks throughout the process of preparing the Initial Study and Focused EIR and presenting it to decision-makers.

Amy will provide input on scope, budget, and scheduling of the project, and quality assurance for all work undertaken. She will review all subconsultant submittals and in-house prepared text, tables, and graphics before these materials are presented to the City as administrative review documents. She will be available for consultation on CEQA procedural matters as well as application of the CEQA Guidelines to this project.

Kyle will be in charge of day-to-day activities associated with the project. Project management tasks include regular client contact; oversight of subconsultants and team members; schedule coordination; contract negotiation and management; and development of products. As Project Manager, Kyle will attend all meetings and maintain a project schedule. Kyle will monitor the project budget in light of progress in the project schedule and will communicate any potential deviations with the City in a timely manner. He will also provide direction to all team members that will ensure an internally-consistent, coherent document.

Amy and Kyle, as well as other LSA staff, as appropriate, will be available to meet with the project team to gather information, review progress, discuss project alternatives, review preliminary findings, discuss staff comments, and offer input into any discussions on project modifications. The proposed cost estimate includes attendance by both Amy and Kyle at the project Kick-Off Meeting (Task 1.1), the EIR scoping meeting (Task 3.4), the Public Hearing for the Draft Focused EIR (Task 5.4), and the EIR Certification Hearings (Task 8). In addition, we have budgeted (under this task) for attendance at up to four teleconference team meetings, the agendas and issues to be determined. MKN will be available to attend up to two meetings with LSA and the City, as requested by LSA.

## **ASSUMPTIONS**

This scope of work assumes that:

- Billing rates for this project are guaranteed through May 31, 2020. Billing rates would be subject to an increase after June 1, 2020, and in each subsequent year thereafter. A budget increase would be necessary to cover costs incurred after June 1, 2020.
- City staff will act as a clearinghouse for comments on all administrative draft documents, and will provide LSA with a single, internally reconciled set of comments on each administrative draft.
- Revisions to screencheck drafts will focus on typographical errors, formatting and other minor edits. Such revisions will not include content changes or requests for additional technical analysis.
- Our cost estimate includes the meetings described in the scope of work. Additional meetings would be billed on a time-and-materials basis, and are included as an optional task described below.
- City staff will be responsible for all local noticing and distribution of the documents to interested parties and public agencies as required under CEQA.
- City staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

- All products will be submitted to City staff as described in the scope of work. If the reproduction allowance shown in the fee proposal is exceeded, additional printing costs will be billed at LSA's actual cost.
- LSA's invoices will show hours billed by staff person, title or position, and date. Billing rates will match rates shown in Cost Estimate.
- LSA's invoices will include backup for all direct costs (mileage, postage, reproduction etc.).

## OPTIONAL TASKS

### *Tribal Cultural Resources Consultation*

LSA can assist the City in complying with the provisions of AB 52, a law recently passed by the California Legislature regarding tribal consultation. AB 52 provides for consultation with Native American tribal organizations during the CEQA process. Prior to release of a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report for a project, a lead agency must provide the opportunity to consult to tribes that are traditionally and culturally affiliated with the geographic area in which a project is located, and must conduct such consultation, if requested by the tribes in writing within 30 days of notification of the proposed project. As part of this optional task, LSA would conduct the following tasks:

1. Provide a draft of the City's AB 52 notification letter to tribes for use on official letterhead; and
2. Attend up to two eight-hour AB 52 consultation meetings with the City and tribal representatives to provide technical input.

### ***Deliverable***

- Draft AB 52 Letter

Estimated cost: \$2,500

### *Additional Public Hearing Attendance*

LSA would attend additional hearings for the project on a time and materials basis.

Estimated cost: \$1,800 for Amy and Kyle to attend, and \$900 for Kyle to attend.

## TIME OF PERFORMANCE

The preliminary 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. Please note that LSA can work with the City to adapt the schedule to fit ongoing priorities and scheduling, as well as discuss ways to streamline the overall schedule.

**Table 2: Preliminary Schedule**

Milestone	Responsible Party	Duration <sup>1</sup>	Cumulative Week
Notice to Proceed	City	–	–
Project Start-Up Meeting	City/LSA	1 week	1
Draft Project Description <sup>1</sup>	LSA	2 weeks	3
Review of Draft Project Description	City	2 weeks	5
Prepare Administrative Draft Initial Study, NOP and Technical Analyses	LSA	4 weeks	9
Review Administrative Draft Initial Study, NOP and Technical Analyses	City	2 weeks	11
Prepare Screencheck Draft Initial Study and NOP	LSA	2 weeks	13
Review Screencheck Draft Initial Study and NOP	City	1 week	14
Prepare Public Review Initial Study and NOP	LSA	1 week	15
<i>30-Day Public Scoping Period</i>	–	<i>4 weeks</i>	<i>19</i>
Prepare Administrative Draft Focused Draft Focused EIR	LSA	4 weeks	23
Review Administrative Draft Focused Draft Focused EIR	City	2 weeks	25
Prepare Screencheck Draft Focused Draft Focused EIR	LSA	2 weeks	27
Review Screencheck Draft Focused Draft Focused EIR	City	1 weeks	28
Prepare Public Review Focused Draft Focused EIR	LSA	1 weeks	29
<i>45-Day Public Comment Period</i>	–	<i>6 weeks</i>	<i>35</i>
Prepare Administrative Draft Final EIR	LSA	3 weeks	38
Review Administrative Draft Final EIR	City	2 weeks	40
Prepare Screencheck Draft Final EIR and Draft MMRP	LSA	1 week	41
Review Screencheck Draft Final EIR and Draft MMRP	City	1 week	42
Prepare Public Review Final EIR and Final MMRP	LSA	1 week	43
EIR Certification Hearing(s)	City	>10 days	45

<sup>1</sup> Assumes that all requested project information and materials received within 1 day of start-up meeting

ME01501.P City of Merced Environmental Services for Municipal Well Site #22		LSA										Total LSA Hours	Total LSA Fees
<div>LSA</div>		Principal (Fischer)	Project Manager (Simpson)	Planner (Carlucci)	Principal, Biological Resources (Gray)	Senior Biologist (Trudblood)	Technical Staff and GIS (Van Zand)	Principal, Cultural Resources (Pulchert)	Senior Cultural Resources Manager (Vahlre)	Cultural Resources Manager (Vahlre)	Document Management, Graphics, and Production		
5/3/2019													
Employee Name													
100%	Weighted Average	\$220.40	\$168	\$110	\$215	\$142	\$105	\$199	\$142	\$105	\$126		
<b>Task 1 Kick-off Meeting and Project Initiation</b>													
1.1	Kick-off Meeting and Site Visit	4.00	4.00									8.00	\$1,553.26
1.2	Project Description	2.00	8.00	6.00								4.00	\$2,949.10
Task 1 Kick-off Meeting and Project Initiation Subtotal		6.00	12.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	\$4,502.36
<b>Task 2 Technical Analysis</b>													
2.1	Air Quality and Greenhouse Gas Emissions Analysis	4.00		16.00								20.00	\$2,644.74
2.2	Biological Resources Analysis				1.50	4.00	\$7.50					63.00	\$6,924.08
2.3	Cultural Resources Analysis						0.50	4.00	2.00	42.00		\$2.50	\$5,541.36
2.4	Noise Analysis	4.00		16.00								20.00	\$2,644.74
2.5	Water Distribution System Infrastructure and Well Site Analysis	1.00	1.00									2.00	\$388.32
Task 2 Technical Analysis Subtotal		9.00	1.00	32.00	1.50	4.00	58.00	4.00	2.00	42.00	0.00	157.50	\$18,143.23
<b>Task 3 Initial Study and Notice of Preparation</b>													
3.1	Administrative Draft Initial Study and Notice of Preparation	3.00	17.00	37.00							4.00	61.00	\$8,096.89
3.2	Screencheck Draft Initial Study and Notice of Preparation	2.00	6.00	8.00								18.00	\$2,581.77
3.3	Public Review Initial Study and Notice of Preparation	1.00	4.00	10.00								21.00	\$2,749.69
3.4	Public Scoping Meeting		8.00									8.00	\$1,343.30
Task 3 Initial Study and Notice of Preparation Subtotal		6.00	35.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	\$16,771.71
<b>Task 4 Work Program Refinement</b>													
4.1	Work Program Refinement		4.00									4.00	\$671.68
Task 4 Work Program Refinement Subtotal		0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	\$671.68
<b>Task 5 Focused Draft EIR</b>													
5.1	Administrative Draft Focused EIR	8.00	15.00	44.00							4.00	71.00	\$9,634.41
5.2	Screencheck Draft Focused EIR	2.00	8.00	4.00							2.00	16.00	\$2,476.82
5.3	Public Review Draft Focused EIR	2.00	6.00	4.00							6.00	18.00	\$2,644.74
5.4	Draft Focused EIR Public Hearing	4.00	5.00									10.00	\$1,899.10
Task 5 Focused Draft EIR Subtotal		16.00	34.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	115.00	\$16,645.07
<b>Task 6 Final EIR</b>													
6.1	Administrative Draft Final EIR	2.00	4.00	12.00							2.00	20.00	\$2,656.72
6.2	Screencheck Draft Final EIR	2.00	4.00	14.00							2.00	22.00	\$2,907.12
6.3	Public Review Final EIR	1.00	2.00	6.00							6.00	15.00	\$1,973.06
Task 6 Final EIR Subtotal		5.00	10.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	57.00	\$7,566.90
<b>Task 7 Mitigation Monitoring and Reporting Program</b>													
7.1	Draft Mitigation Monitoring and Reporting Program	2.00	6.00								1.00	9.00	\$1,574.25
7.2	Final Mitigation Monitoring and Reporting Program	1.00	2.00								1.00	4.00	\$682.18
Task 7 Mitigation Monitoring and Reporting Program Subtotal		3.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	13.00	\$2,256.43
<b>Task 8 EIR Certification Hearings</b>													
8.1	Planning Commission Hearing		6.00									6.00	\$1,007.52
8.2	City Council Hearing	4.00	6.00									10.00	\$1,899.10
Task 8 EIR Certification Hearings Subtotal		4.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	\$2,896.62
<b>Task 9 Project Management and Meetings</b>													
9.1	Project Management and Meetings	8.00	30.00									38.00	\$6,800.76
Task 9 Project Management and Meetings Subtotal		8.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.00	\$6,800.76
Subtotal Labor		57.00	147.00	177.00	1.50	4.00	58.00	4.00	2.00	42.00	40.00	536.50	\$74,234.75
Sub Consultants													
(1)	MKN & Associates												\$14,990.80
Subtotal Sub Consultants													\$14,990.80
Reimbursable Expenses													
	Lodging/Meals												\$0.00
	Records Search												\$363.00
	Reproduction												\$4,152.50
	Mileage												\$660.97
Subtotal Reimbursable Expenses													\$5,176.47
Total													\$94,422.02

EXHIBIT C