

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
RAIMI + ASSOCIATES**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and Raimi + Associates ("Consultant") (together sometimes referred to as the "Parties") as of May 18, 2015 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2017, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.
- 1.6 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Five Hundred Thousand Dollars (\$500,000), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and

the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and shall not exceed Twenty-three Thousand Forty-nine Dollars (\$23,049). Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services

required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.**

**4.1.1 General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agendas, and subcontractors.

**4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

## 4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects

the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

#### 4.3 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

- 4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.
- 4.4 **All Policies Requirements.**
- 4.4.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.
- 4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.** Refer to the attached Exhibit B, which is incorporated herein and made a part of this Agreement.

**Section 6. STATUS OF CONSULTANT.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant’s failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors



shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

7.6 **Fair Employment and Housing Act Provisions.** During the performance of this Agreement, Consultant and any subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of

Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

- 7.7 Compliance with Metropolitan Transportation Commission (“MTC”) Requirements.** Consultant shall comply with all of the MTC contractual provisions required for agencies that accept Federal Grant Funds. The provisions contained in the MTC Funding Agreement attached to this Agreement as Exhibit C are incorporated into this Agreement. If there is any conflict between the MTC Funding Agreement terms and conditions and any other terms and conditions of this Agreement, the MTC Funding Agreement terms and conditions shall take precedence.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days’ written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this

Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
  - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents 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 described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 **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 under this Agreement for a minimum of 3 years or 4 years following the fiscal

year of the last expenditure under Exhibit E, whichever is later, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain 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, the U.S. Department of Transportation, the Federal Highway Administration, the Comptroller General of the United States, the State, and their duly authorized representatives. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

## **Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place

Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Tom Liao, Deputy Community Development Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:

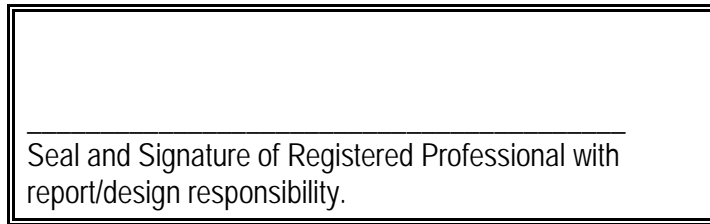
Matthew Raimi, Principal  
Raimi + Associates  
2000 Hearst Ave, Suite 400  
Berkeley, CA 94709

Any written notice to City shall be sent to:  
Tom Liao, Deputy Community Development Director  
Community Development Department  
City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

With a copy to:  
City of San Leandro  
Department of Finance  
c/o Purchasing Agent  
835 East 14<sup>th</sup> Street

San Leandro, CA 94577

- 10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services and Costs
<u>Exhibit B</u>	Indemnification
<u>Exhibit C</u>	MTC Priority Development Area Planning Funding Agreement Executed between City of San Leandro and MTC on January 29, 2015 (for Bay Fair BART Transit Village Specific Plan)

- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

- 10.14 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

CONSULTANT

\_\_\_\_\_  
Chris Zapata, City Manager

\_\_\_\_\_  
Matthew Raimi, Principal  
Raimi + Associates

Attest:

\_\_\_\_\_  
Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

\_\_\_\_\_  
David Baum, Finance Director

\_\_\_\_\_  
150-41-127; 010-41-001-5120  
Account Number(s)

Approved as to Form:

\_\_\_\_\_  
Richard Pio Roda, City Attorney

2345438.1

EXHIBIT A  
SCOPE OF SERVICES & COSTS  
(SEE ATTACHED)



## SCOPE OF SERVICES & COSTS

First Phase: Background Analysis	Deliverables	Time Frame
<p><b>Task 1.1 Project Initiation Meeting.</b> Hold initial meeting with Raimi + Associates (R+A); Kittelson and Associates (KAI); Strategic Economics (SE); Van Meter, Williams and Pollack (VWMP); Rincon; Wood Rodgers and City staff to review and refine scope, budget, and project schedule, and to confirm project goals.</p>	<p>Kick-off Meeting coordination, Meeting Materials</p>	<p>June 2015</p>
<p><b>Task 1.2 Data Collection and Base Maps.</b> R+A will provide a data request to the City and obtain GIS information, reports, and other data, and collect and organize project data. The City will be responsible for providing all data and information, and the R+A team will assume that the information is accurate and up-to-date. R+A will also create initial base maps of the area for use in the PDA profile and subsequent outreach and deliverables.</p>	<p>Data Request  Base Maps</p>	<p>July 2015</p>
<p><b>Task 1.3 PDA Profile.</b> Raimi + Associates, in coordination with City staff and based on information collected in the previous task, will prepare a Priority Development Area (PDA) Profile report. The report will define the demographic and socio-economic characteristics of the planning area, physical aspects of the planning area, performance aspects related to health and sustainability, as well as any known issues on physical constraints that will need to be considered or addressed during the planning process. The analysis will build off data prior planning studies in the PDA and surrounding areas, including the City’s ongoing General Plan update, BART Station Access planning, the County Health Department studies, and various planning efforts on East 14<sup>th</sup> Street and the Ashland Cherryland and Eden areas.</p> <p>The PDA Profile will include a summary of demographics, including: population, age, ethnicity, language, place of birth and residence, disability, health conditions and disparities households, employment (number of jobs by wage/salary and occupation), income and poverty status, household tenure and costs, place of work, travel mode to work, vehicle availability, project housing need at various income levels (per regional housing needs allocation or RHNA) and travel time to work.</p> <p>The PDA Profile report will also include an inventory of the physical context, including: existing land uses, urban form, station area assets and structure, social services, jobs, neighborhood amenities/retail, activity nodes, public facilities (including parks, schools/playgrounds), health conditions, sustainability performance, and housing opportunity sites (as identified in the Housing Element Update).</p>	<p>PDA Profile Report</p>	<p>August 2015</p>

First Phase: Background Analysis	Deliverables	Time Frame
<p>As part of the PDA profile, R+A will conduct a high-level review of the General Plan direction (including a coordination meeting with City staff and the General Plan Update consultant), zoning, and other city plans or policies affecting the area, as well as relevant existing plans or policies from other sources such as BART, Alameda County. This will include an assessment of current City, County, and BART policies and other governmental and physical factors that will influence the feasibility of transit-oriented development, the status of proposed or planned Bay Fair area capital improvement projects. The purpose of this review will be to identify policy parameters and guidance for the area. R+A will work with VMWP to review existing public-sector and private-sector plans for the area to understand which components have been implemented and which have not, and to better understand the success or lack of success of past efforts in the area.</p> <p>R+A will provide context for the relationship between the planning area and the surrounding area, including identifying opportunities for positive benefit to the surrounding unincorporated neighborhoods, Alameda County East 14th Street PDA project area, and County property within the planning area.</p> <p>Along with the evaluation and research of physical context, demographic, active policies, and site context, the PDA Profile Report will identify issues, constraints, or concerns that will need to be addressed during the planning process. R+A will work with VMWP to identify key opportunity sites for future transit-oriented development and relevant data associates with identified properties.</p> <p>The draft PDA Profile Report will be presented to the TAC and CAC for review and comments.</p>		
<p><b>Task 1.4: Transportation Memo.</b> As a parallel deliverable to and part of the PDA Report, KAI will provide a brief memo describing area parking supply, traffic conditions, existing multi-modal network, transit service and patronage, the status of planned transportation improvements, and applicable BART and AC Transit plans/policies, including BART extension to Silicon Valley, as well as related issues and constraints for plan development.</p> <p>The existing conditions analysis would include the following elements:</p> <ul style="list-style-type: none"> <li>• Current street classifications</li> <li>• Current and future transportation improvements</li> <li>• Pedestrian facilities</li> <li>• Bicycle facilities</li> <li>• Transit services and facilities</li> </ul>	Transportation Memo	September 2015

EXHIBIT A

First Phase: Background Analysis	Deliverables	Time Frame
<ul style="list-style-type: none"> <li>• Parking facilities</li> <li>• Existing traffic data</li> <li>• Intersection level of service</li> <li>• Safety data, including SWITRS and the City’s Collision data</li> </ul> <p>The analysis will build off prior studies, including the BART Station Access Study (2006) and the Station Area Improvement Plan (2009). Additionally, KAI is currently working with the City on its General Plan update and will utilize background data from that effort as part of the PDA Report transportation section. Specific examples of data sharing between the two studies are as follows:</p> <ul style="list-style-type: none"> <li>• Data regarding planned transportation improvements will be collected through the General Plan update and will be utilized for this effort.</li> <li>• Traffic data collection efforts will be coordinated with the data compilation for the General Plan update currently underway. For this study it is assumed that ten (10) intersections and/or driveway locations will be included in the analysis beyond what is included for the General Plan and EIR. The intersection analyses will be completed for current conditions.</li> <li>• Roadway segment traffic counts are being assembled as part of the General Plan and will be used for this effort. No additional roadway segment data collection is assumed as part of this study.</li> <li>• As part of the General Plan update currently underway, KAI is evaluating collision history data using SWITRS reports and the City’s Citywide Collision Database. The results of this effort (i.e., specific intersections or roadway segments that have experienced more collisions than would be expected) will be used to identify safety problem areas within the Bay Fair study area.</li> <li>• Existing BART and AC Transit service coverage, frequency and ridership will be collected through the General Plan and used for this effort.</li> </ul> <p>This data will be supplemented through additional data collection specific to the station area, including BART parking supply and utilization, as well as time-of-day transit ridership data for BART and AC Transit. This will allow for an in-depth understanding of existing travel patterns and transit demand.</p> <p>KAI will prepare the transportation section with accompanying tables and graphics to summarize existing transportation conditions and key issues within the study area. For budgeting purposes, one (1) round of revisions is assumed.</p>		
<p><b>Task 1.5: Infrastructure Memo.</b> Wood Rodgers will prepare a base map/database of existing infrastructure within and adjacent to the Specific Plan project site using available information. The existing Alameda County GIS database (which includes base maps, parcels, flood control &amp; drainage facilities, existing FEMA</p>	<p>Infrastructure Memo</p>	<p>September 2015</p>

<b>First Phase: Background Analysis</b>	<b>Deliverables</b>	<b>Time Frame</b>
<p>floodplains, and some sewer, water, and dry utilities – such as gas and electric) will be supplemented with the City of San Leandro sewer, water and dry utility data, including some as-built plans for major infrastructure if necessary. Wood Rodgers will obtain EBMUD and PG&amp;E facility maps in the project area, and the information provided will be added to the base map/data base.</p> <p>Wood Rodgers will work with the City to review and document the existing capacities and conditions of these systems, based on City staff knowledge and existing reports and studies.</p> <p>A brief summary memo of the existing infrastructure serving the Specific Plan area will be developed. The summary will include the base map and a brief description of the existing capacities and condition of the utilities including sewer, water, drainage, flood control, gas, and electric systems. The summary memo will serve as a guide for the plan development.</p>		
<p><b>Task 1.6: Market Demand Analysis.</b> SE will analyze potential market demand for housing, retail, office, and mixed-use transit-oriented development in the Bay Fair TOD Specific Plan area. SE will build off its existing work obtained from its ongoing economic and market analyses for the San Leandro General Plan update. This work includes long-term citywide industry and employment trends, current real estate market conditions, citywide retail sales trends, and market conditions in the TOD Specific Plan area.</p> <p>The real estate market analysis to be prepared for the TOD Specific Plan will examine recently built, planned, and proposed competitive projects within the appropriate market or trade area for each product type – including transit-oriented development areas near other BART stations in Alameda County. Data to be collected will include rents/sales prices, vacancy rates, buyer/tenant profiles, absorption rates, project amenities, and specific location characteristics such as proximity to transit and to shops within walking distance. On the demand side, SE will prepare demand estimates for each use. Local real estate brokers will be interviewed to gain additional insights into how the TOD Specific Plan area is positioned within the broader market/trade area(s) and how the area’s competitive strengths and constraints will impact likely future demand. This work will build on the demographic, employment, and business trend analyses conducted for the General Plan, and will focus on understanding how future demand will be influenced by evolving household and business dynamics within the city and region.</p> <p>The Market Demand Analysis task will also include an initial assessment of the feasibility of providing affordable (very low, low and moderate) and market rate housing in the TOD Specific Plan Area to set the stage for the affordable housing strategy and a pro forma financial analysis of key building types proposed in</p>	Market Demand Analysis Report	October 2015

EXHIBIT A

First Phase: Background Analysis	Deliverables	Time Frame
<p>the plan alternatives. This assessment will broadly gauge financial feasibility of new housing products by examining local costs and revenues, and by interviewing housing and mixed-use developers with experience in the region. Up to ten non-profit and for-profit developers will be interviewed in order to understand market, financial, and regulatory factors that encourage or discourage development in the plan area.</p>		
<p><b>Task 1.7: Community Involvement Strategy.</b> With input from staff, R+A will prepare a community involvement strategy outlining key steps of the process and identifying stakeholders who should be involved. R+A will work with City staff to identify residents, business, property owners, relevant public agencies, community groups, neighborhood associations, nonprofits, and faith-based organizations to outreach to. R+A will also work on the TOD Specific Plan process and implementing Specific Plan strategies. The strategy will include special attention to involve community groups and minority, low income, youth, renter and non-English speaking populations within or near the planning area. The Community Involvement effort will include:</p> <ul style="list-style-type: none"> <li>• <b>Creation of a Citizens Advisory Committee (CAC).</b> R+A will advise City staff on creating a CAC including the make-up of and the process for selecting a broad-ranging group of local stakeholders to serve on the CAC. City staff will take the lead in establishing and coordinating the CAC, identifying specific members, and reaching out to potential members.</li> <li>• <b>Creation of a Technical Advisory Committee (TAC).</b> R+A will advise City staff to determine which relevant public agencies or stakeholders shall serve on the TAC. City staff will take the lead in establishing and coordinating the TAC, identifying specific members, and reaching out to potential members.</li> </ul> <p>R+A will identify strategies to partner with and engage local community stakeholders and organizations. This includes an identification of meeting formats such as town hall meetings, focus groups, workshops, open houses, or interviews which the consultant intends to use. Also, this section shall include a description of the types of outreach that will be used such as the Internet/websites, social media, fact sheets, posters, maps, surveys, photo-simulations, visual massing studies, local media contacts, etc.</p> <p>R+A will maintain and provide content and information at key junctures for a project web page linked to the City’s website. R+A shall use its subscription to My Mainstreet (formerly called Mind-Mixer) for this purpose, (or can work with another provider such as Peak Democracy if the City prefers).</p>	<p>Community Involvement Strategy/Plan</p> <p>Website</p>	<p>July 2015</p>

First Phase: Background Analysis	Deliverables	Time Frame
<p><b>Task 1.8: Affordable Housing and Anti-Displacement Strategy.</b> Taking into account the findings of Task 1.3 (PDA Profile), Task 1.6 (Market Demand Analysis), and the updated Housing Element, SE will develop a strategy to provide existing and future planning area residents with a range of housing options that are affordable to households at all income levels. SE will compile a brief Affordable Housing and Anti-displacement Strategy report including the following:</p> <ul style="list-style-type: none"> <li>• Overview of demographic and housing characteristics which directly impact demand for affordable housing in/near the plan area.</li> <li>• Summary of residential market conditions (for-sale and rental) compared against affordable sale prices and rental rates for various income levels (very low, low and moderate income), with a table showing the “affordability gap.”</li> <li>• Limited analysis of the potential for low-income population displacement near the plan area.</li> <li>• Summary of existing programs, policies and regulations in the City that promote/preserve affordable housing and/or discourage displacement of existing residents.</li> <li>• Brief inventory of housing opportunity sites, including a description of potential site development issues (such as site assembly requirements, lot configuration, etc.).</li> <li>• Quantification of current and future affordable/workforce housing needs, by household income category and size, informed by the City’s Regional Housing Needs Allocation and the City’s Housing Element, and identification of market segments that fit both the transit and nearby employment opportunities, to profile household types which can best be served by the area.</li> <li>• Assessment of the viability of affordable housing in the study area, summary of policy and funding strategies to support the development of new and preservation of existing affordable housing, and policies to avoid displacing existing nearby residents (including strategies not directly related to housing preservation, such as economic development programs, engagement, development of community centers and/or services, etc.), and identification of potential funding sources available to preserve or add affordable housing.</li> </ul>	<p>Affordable Housing and Anti-Displacement Strategy Report</p>	<p>January 2016</p>

**EXHIBIT A**

<b>Second Phase: Visioning and Alternatives</b>	<b>Deliverables</b>	<b>Time Frame</b>
<p>Task 2.1 Desired Outcomes. R+A will use the PDA Profile Report key opportunities, meeting summaries, and feedback from City staff and advisory committee members to establish a draft of desired outcomes for the TOD Specific Plan. These outcomes will be used to frame and guide potential alternatives for the TOD Specific Plan, ensuring that alternatives adhere to a broad set of desired parameters.</p>		<p>January 2016</p>
<p>Task 2.2: Scenario Development and Analysis. R+A will work with VMWP to develop three long-term vision scenarios for the project area. Scenarios could include different land use and development intensities, key development sites, connectivity improvements, open space plans, streetscape and public space improvements, programmatic and design attributes, infrastructure improvements, and other physical improvements or developments. The intent of the scenario development will be to enable long-term creative thinking for the plan area around a number of topics, providing a number of feasible initial concepts for the community, city staff, elected officials, and other stakeholders to respond to.</p> <p>The Scenario development memo will include supporting maps or graphics for each scenario along with an overview of development potential, land use mix, anticipated growth in residents and/or workers, sustainability and health performance, and other performance metrics to support a “fact sheet” for each scenario linked to the desired outcomes process. For the purpose of policy discussion and environmental assessment, the scenarios will contrast different land use compositions and development intensities. A detailed breakdown of the development potential under each land use alternative will be prepared.</p> <p>VMWP will illustrate or provide similar example “projects” or the various sub areas within the planning area which best illustrate the types of development for each scenario. For the Bayfair Center, the various scenarios will illustrate an incremental or phased approach to redevelopment of the Center, as well as any improvements or development of the BART facility itself. Along East 14th Street and other major corridors, infill developments will be illustrated at the various levels of development outlined in the scenarios, with commensurate infrastructure and streetscape enhancements.</p> <p>The PDA Profile Report, Community Involvement Strategy, Alternatives Analysis and Market Demand Analysis will be presented at a community workshop for public education and initial feedback. Following public input and based on the findings of the Alternatives Analysis, a</p>	<p>Scenario Analysis Memo and Identification of the Preferred Alternative</p>	<p>February 2016</p>

Second Phase: Visioning and Alternatives	Deliverables	Time Frame
Preferred (Development) Alternative will be identified.		
<p><b>Task 2.3: Feasibility Testing.</b> SE will conduct a pro forma financial analysis to test the market feasibility of up to three development options on opportunity sites identified as part of the planning process. VMWP, in coordination with R+A and the scenario analysis process, will create detailed development project prototypes – including building characteristics such as square feet of use, parking spaces, parking format, leasable area, gross development area, etc. Prototypes will be indicative of opportunity sites found within the project area, with the intention of informing plan policy and development standards. Based on these prototypes, SE will estimate construction costs and attainable revenues. These estimates will be partly based on follow-up with developers interviewed during the Market Demand Analysis. A static financial model will be used to compare costs and capitalized project revenues in order to test sensitivity to variables such as building heights, density, inclusion of affordable housing, and increasing/decreasing market rents/sales prices. The sensitivity analysis will help clarify whether rents/values would need to increase to create a feasible project, and to understand the likely timeframe within which the tested project(s) would become feasible. The results will also be used to develop strategies and policies for incentivizing housing construction and fulfillment of affordable housing needs.</p>	Development Feasibility Analysis	March 2016
<p><b>Task 2.4: Photo-simulations, Massing Studies, and/or other Illustrative Graphics.</b> Create photo-simulations and visual massing for the preferred alternative. This task could occur at the conclusion of the Visioning and Alternatives phase in order to summarize the preferred alternative direction for the community or elected officials, or could occur as a more direct component of plan development during Task 3.2. If City and Raimi + Associates mutually concur, detailed renderings of preferred plan concepts or designs may alternatively be substituted for or combined with the photo-simulations and massing studies at a level of effort not exceeding that established in the project budget.</p>	Illustrative Graphics	March 2016



EXHIBIT A

Third Phase: Plan Development	Deliverables	Time Frame
<p>Task 3.1 TOD Specific Draft Plan Framework. R+A will identify a proposed plan outline and structure for the plan, including topics to be addressed for each plan chapter. R+A will work with City staff to refine this framework and ensure it meets city needs before beginning to draft the Preliminary Draft TOD Specific Plan.</p>	<p>Specific Plan Framework</p>	<p>March 2016</p>
<p>Task 3.2: Preliminary Draft TOD Specific Plan Development. R+A will be responsible for coordinating all sub-consultant contributions and generating plan content to create a Preliminary Draft Specific Plan, reflecting the direction established in Tasks 1 and 2, for administrative review. R+A will work independently as well as in coordination with its sub-consultants to craft plan content and analysis into draft chapters of a Preliminary Draft TOD Specific Plan. The Preliminary Draft Plan will include the following components at minimum [includes sub-consultant items created in Tasks 3.2.1-3.2.5]:</p> <ul style="list-style-type: none"> <li>• Vision and guiding principles;</li> <li>• Goals and policies for various plan topics;</li> <li>• Land use plan with description of land uses, overall development potential, and land use policies and regulations;</li> <li>• Public realm plan, including streetscape, public space and plazas, lighting, and/or landscape and furnishings (in coordination with VMWP);</li> <li>• Identification of opportunity sites and preferred development options, including photo-simulations (or other visual graphics under Task 2.4) for key development sites (in coordination with VMWP);</li> <li>• Development standards and design guidelines to facilitate high quality transit-oriented development (in coordination with VMWP);</li> <li>• Transportation plan and policy, including multi-modal street network and standards and access improvements and design standards (in coordination with KAI)</li> <li>• Health and sustainability policy;</li> <li>• Policies to overcome any obstacles or constraints to meeting housing need at all income levels (in coordination with SE);</li> <li>• Parking standards and strategies for increased transit use and reduced parking (in coordination with KAI);</li> <li>• Pedestrian-oriented street improvements and design standards for the TOD Specific Plan area (in coordination with VMWP);</li> <li>• Implementation program, including strategies to attract transit-oriented development, measures to</li> </ul>	<p>Preliminary Draft TOD Specific Plan (Administrative Review Version)</p>	<p>October-November 2016</p>

Third Phase: Plan Development	Deliverables	Time Frame
<p>remove development constraints, necessary physical investments in infrastructure and multi-modal transportation, a phasing plan, and additional follow-up actions and public outreach efforts to implement the Specific Plan; and</p> <ul style="list-style-type: none"> <li>• Financing options for public/private development and public improvements, including strategies and timing for pursuing possible federal and state funding sources.</li> </ul> <p>As part of Specific Plan preparation, R+A will create recommendations for amendments to the Zoning Code/Map (and General Plan amendments if required) to implement the Specific Plan. KAI, VMWP, and SE will review relevant portions of the Draft Plan before it is submitted to the City for review.</p>		
<p><b>Task 3.2.1: Multi-Modal Access and Connectivity.</b> KAI will prepare a Multi-Modal Access and Connectivity Plan (MMA &amp; CP) consistent with the plan vision and preferred alternative. The goal of this task will be to generate content for the transportation section of the TOD Specific Plan, and this task will address the following topics:</p> <ul style="list-style-type: none"> <li>• Pedestrian Access and Circulation</li> <li>• Bicycle Access and Circulation</li> <li>• Transit Access and Connectivity</li> <li>• Auto Circulation</li> <li>• Transportation Demand Management</li> </ul> <p>As part of this task, mobility opportunities and constraints from the PDA profile will be considered and addressed as appropriate. The multimodal access and connectivity plan will identify opportunities to improve conditions through transportation improvements and strategies.</p> <p>KAI will focus on updates and changes in conditions that would affect the recommendations from previous efforts, such as changes in AC Transit service and routing within the study area, and the BART extension to San Jose, to develop the (MMA &amp; CP) for the preferred land use plan. KAI will complete a quantitative review to identify deficiencies and target areas for improvements. A qualitative evaluation will also be completed based on community stakeholder input and field visits.</p> <p>The (MMA &amp; CP) will be summarized in a technical memo with supporting tables and graphics,</p>	<p>Multi-modal Access and Connectivity Plan/Memo</p>	<p>September 2016</p>

EXHIBIT A

Third Phase: Plan Development	Deliverables	Time Frame
<p>including proposed policy language for the Specific Plan transportation section. KAI will also review and provide comments on the proposed Transportation section of the Preliminary Draft TOD Specific Plan. One (1) round of revisions is assumed.</p>		
<p><b>Task 3.2.2: Pedestrian-friendly Design/Placemaking and Accessible Design Guidelines.</b> VMWP will produce building, open space, and street design guidelines or standards that focus on pedestrian-oriented design that enhances walkability, pedestrian and bicycle comfort and convenience, and the safety and security of transit riders in and around the planning area. Possible approaches may include pedestrian-friendly design guidelines, form based code, street design guidelines and context sensitive solutions. These guidelines will be prepared and presented in conjunction with Task 3.2.1 (Multi-modal Access and Connectivity) above. Graphics and visuals will be essential to and required for the design guidelines. Graphic presentation may include architectural drawings and renderings, massing studies, cross-sectional views, elevation drawings, etc.</p> <p>Key elements which will be illustrated include:</p> <ul style="list-style-type: none"> <li>• Streetscape/sidewalk and other pedestrian improvements</li> <li>• Building frontage and building form requirements</li> <li>• Commercial and residential frontage along major corridors</li> <li>• Pedestrian and bicycle improvement requirements/projects</li> <li>• Open space concepts for improvements such as small publically accessible plazas or seating areas</li> <li>• Building massing and transition requirements from corridor frontage parcels to neighborhood homes</li> </ul> <p>The consultant will also create an accessibility design plan for people with disabilities and the elderly that ensure fully accessible transit stations, accessible paths between transit and surrounding areas, and visitable and habitable housing units adjacent to applicable transit stations and in the planning area, where feasible. Visitable means a dwelling unit where a person with a disability can visit with an accessible restroom. Habitable means a dwelling unit where a person with a disability can live with an accessible bedroom. Note that if new housing is proposed within the planning area, at least 10% of townhomes should be habitable by persons with disabilities. VMWP will work with others to prioritize projects for accessibility impact to the project area so that as projects are implemented the accessibility features are raised as a top priority.</p>	<p>Pedestrian-friendly Design Standards</p> <p>Accessible Design Memo</p>	<p>September 2016</p>

Third Phase: Plan Development	Deliverables	Time Frame
<p>Draft content including the Plan Framework, Land Use Plan, Multi-Modal and Connectivity Plan, Pedestrian-friendly Design Standards, and Accessible Design strategies will be presented at the TAC and CAC meetings.</p>		
<p><b>Task 3.2.3: Parking Analysis.</b> KAI will complete a parking demand and management analysis, consistent with the plan vision and preferred alternative, to establish the cumulative parking demand and to identify demand management strategies to support implementation of the preferred plan. The goal of this analysis and memo will be to generate policy and implementation content for the Specific Plan.</p> <p>For key areas within the preferred land use plan, KAI will complete a shared parking analysis by time of day to identify the peak parking demand. The analysis will utilize ULI and ITE methodologies and incorporate existing data from BART and Bayfair Center. The demand analysis will also account for special conditions in the study area, such as spillover parking from BART users into adjacent residential areas and the Bayfair Center parking lot. The parking analysis will quantify the expected demand reduction associated with transit service levels and the proposed mix of uses. The resulting demand will also be compared to other TOD analyses in the region to ensure reasonableness of results. KAI will also complete a BART replacement parking analysis using BART’s 2005 methodology. This analysis will be used to develop recommended changes to the City’s adopted parking standards, including shared parking considerations.</p> <p>In conjunction with the parking demand analysis, KAI will also develop a parking management plan in support of the preferred alternative. The plan will include strategies to manage the overall impacts of parking by addressing its location (e.g., structured parking, reconfigured parking areas), time of day utilization (e.g., differential pricing and permit programs), and overall utilization (e.g., shifts to walking, bicycling, transit and rideshare). The parking management plan will be developed in coordination with existing local and regional programs sponsored by MTC, ABAG and the City. The parking management plan recommendations will be coordinated with the multimodal access and connectivity recommendations to ensure an integrated transportation system for the station area.</p> <p>KAI will summarize the parking demand analysis and parking management plan in a technical memo with supporting tables and graphics. One (1) round of revisions is assumed.</p>	<p>Parking Analysis Plan/Memo</p>	<p>September 2016</p>

EXHIBIT A

Third Phase: Plan Development	Deliverables	Time Frame
<p><b>Task 3.2.4: Infrastructure Development and Budget.</b> Wood Rodgers will use the data compiled in Task 1.5 and large-scale, planning-level calculations to develop an assessment of the capacity of the existing major infrastructure to serve the existing land use. The infrastructure assessment will include drainage, water, sewer, and dry utilities. Necessary flood control improvements will be based on existing information available from Alameda County.</p> <p>The same planning-level methodology will then be used to provide an assessment and identify specific deficiencies of the existing major infrastructure for the purpose of serving the selected land use alternative in the Specific Plan. Significant deficiencies will be identified, then planning-level design of the improvements necessary to serve the proposed land use will be developed.</p> <p>The transportation memo developed in Task 1.4 and the results of the Access and Connectivity Plan developed in Task 3.2.1 will be used to identify major street and roadway improvements required for the selected Specific Plan alternative. The proposed improvements will reflect the City’s Climate Action Plan.</p> <p>The need for schools, libraries, and parks will be determined based on the selected Specific Plan Alternative.</p> <p>These preliminary designs will then be used to develop planning-level cost estimates for the TOD Specific Plan alternative. The unit costs will be based on available local construction bids, and quantities will be based on the planning-level design.</p>	<p>Infrastructure Development and Budget Memo</p>	<p>September 2016</p>
<p><b>Task 3.2.5: Implementation Plan and Financing Strategy.</b> Working with R+A, VMWP and City staff, SE will prepare a strategy identifying actions to implement the TOD Specific Plan vision and goals. This strategy will describe phasing of capital investments and programmatic actions, and will break out capital costs into increments that correspond to potential funding/financing sources. VMWP and R+A will work together to identify physical improvements needed, along with infrastructure improvements identified in Task 3.2.4. The strategy will be tailored to attract transit-oriented development, remove development constraints, and accommodate availability of funding sources. The final product for this implementation strategy will include two parts. The first part will be a narrative explanation of the costs by item or action, the timing/phasing of the investments based on likely market timing, and an explanation of all funding/financing sources that could be deployed to meet the costs for each item. The second part will be a summary matrix showing this</p>	<p>Implementation Plan and Financing Strategy</p>	<p>October 2016</p>

Third Phase: Plan Development	Deliverables	Time Frame
<p>same information by item or action, phasing, likely funding/financing source(s), and responsible departments/agencies.</p> <p>R+A will integrate content into a completed Implementation section of the TOD Specific Plan, which will include a list of measurable actions to implement goals of the Specific Plan (including Zoning Code and/or General Plan amendments).</p>		
<p><b>Task 3.3 Public Review of Draft TOD Plan.</b> Based on CAC and TAC input, R+A will prepare a Public Review Draft TOD Specific Plan and circulate for formal public review and comment. During the public review period, City staff and CAC members will also conduct active public outreach by presenting the Draft Specific Plan to targeted stakeholders (e.g., homeowner associations, Chamber of Commerce) to solicit comments. A community workshop will also be conducted by the consultant team on the Public Review Draft to receive public input. A CAC meeting will be held to receive the CAC’s formal and final recommendations on the Draft Specific Plan and General Plan and/or Zoning Code Amendments. The Planning Commission will conduct a public hearing and forward a recommendation to the City Council on the Draft Specific Plan (including recommendations for Zoning Code and/or General Plan amendments).</p>	<p>Draft TOD Specific Plan (Redline and Clean Public Review Version)</p>	<p>December 2016</p>
<p><b>Task 3.4 Final Draft. (R+A with sub-consultant support)</b> The City Council will hold a public hearing to adopt the Final Specific Plan. The consultant team will then prepare the Final Specific Plan (including recommendations for General Plan and/or Zoning Code amendments). This task also includes the consultant team assisting City staff in initiating other elements of the implementation program as outlined in the adopted Specific Plan.</p>	<p>Final TOD Specific Plan (Redline and Clean) as adopted by City Council</p>	<p>March 2017</p>

EXHIBIT A

Fourth Phase: CEQA Analysis	Deliverables	Time Frame
<p>Task 4.1 CEQA Review. Rincon Consultants will be responsible for preparing and completing the environmental impact report (EIR) to ensure consistency between the Specific Plan and CEQA. For cost-savings and efficiency purpose, Rincon will make use of existing environmental documentation (e.g., technical studies, City and regional plans, policies and technical reports, recent CEQA documents prepared for other projects and programs in the area, including the General Plan Update EIR, if available).</p> <p>The EIR work program will include the following key tasks:</p> <ul style="list-style-type: none"> <li>• <u>Data review and preparation of existing conditions.</u> This task will include compiling data sources and identifying and describing existing environmental conditions. These investigations will inform the scoping discussions and form the basis of the Environmental Settings chapters of the EIR.</li> <li>• <u>Define the project.</u> The project description will summarize the Specific Plan and associated actions, focusing in detail on aspects that would affect the physical environment. Textual, tabular, and graphic presentation will be included as necessary to facilitate a thorough understanding of the proposed plan and its potential implementation.</li> <li>• <u>Assess EIR Scoping Topics with City staff.</u> Rincon will coordinate with City staff to obtain initial guidance and information to kick-off the scoping analysis and process. Based on the scope of the project and the existing site conditions, it is anticipated that the EIR will need to address nearly all of the topics on the CEQA <i>Guidelines</i> Appendix G Checklist. This will be confirmed through preparation of the Initial Study.</li> <li>• <u>Initial Study.</u> Rincon will prepare an Initial Study using the City’s environmental checklist and will address each checklist item, supporting all conclusions with reasoned analysis, quantified where appropriate.</li> <li>• <u>Notice of Preparation and Scoping meeting.</u> Upon City approval of the Initial Study, Rincon will prepare a Notice of Preparation for City review. The Notice, along with the draft Initial Study if desired, will be circulated for the required 30-day review period. Rincon will assist with development of a distribution list and program and will be responsible for distribution to the County Clerk and State Clearinghouse. During the 30-day NOP review period, Rincon will design and lead an EIR Scoping Meeting as part of a Planning Commission meeting. Rincon will provide written and visual materials, including staff report, meeting agendas, sign-in sheets, comment sheets, and a PowerPoint presentation.</li> <li>• <u>Administrative Draft EIR.</u> Each environmental issue addressed in the EIR will have four</li> </ul>	<p>Data review, project description and existing conditions inventory</p> <p>Notice of Preparation (draft and final)</p> <p>Notice of Completion (draft and final)</p> <p>Administrative Draft and Red-line Draft</p> <p>Draft EIR</p> <p>Notice of Determination (draft and final)</p> <p>Final EIR</p>	<p>June 2015-March 2017</p>

Fourth Phase: CEQA Analysis	Deliverables	Time Frame
<p>main subsections::</p> <ul style="list-style-type: none"> <li>○ <i>Setting</i></li> <li>○ <i>Impact analysis</i></li> <li>○ <i>Mitigation measures</i></li> <li>○ <i>Level of significance after mitigation</i></li> </ul> <p>The settings will be based on existing data sources to the extent feasible, as well as site visits, noise measurements and other site-specific work. Where possible, impacts will be quantified; otherwise, reasoned and supported assumptions and observations will be used to qualitatively forecast potential project and cumulative impacts. Mitigation measures may include a range of design measures and policies or programs as developed by City staff and the consultant team. All mitigation measures will be presented in wording that can be applied to conditions of approval and will include monitoring requirements.</p> <ul style="list-style-type: none"> <li>● <u>Alternatives</u> – Up to three alternatives including the “no project” alternative will be examined in the EIR. Evaluation of alternatives will have less detail than for the proposed project, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. This section will also identify the "environmentally superior alternative."</li> <li>● <u>Other CEQA-Required Discussions</u> – The EIR will also include other discussions required by the <i>State CEQA Guidelines</i>, including an analysis of potential growth-inducing impacts and a listing of significant irreversible changes.</li> <li>● <u>Public Review Draft EIR</u>. This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR for public review and comment. Rincon will be responsible for drafting a Notice of Completion/Notice of Availability and circulating the Draft EIR to the County Clerk and State Clearinghouse.</li> <li>● <u>Final EIR</u>. This task includes preparation of responses to comments on the Draft EIR, a mitigation monitoring and reporting program (MMRP), and publication of the Final EIR.</li> <li>● <u>Findings/Statement of overriding considerations (if needed)</u>. Rincon will prepare candidate Facts, Findings, and a Statement of Overriding Considerations that address all facts and findings, project benefits, and, if appropriate, the reason that the project's benefits outweigh its inmitigable environmental impacts.</li> <li>● <u>Public Meetings</u>. Rincon will attend and present the draft and final EIR at Planning</li> </ul>		



EXHIBIT A

Fourth Phase: CEQA Analysis	Deliverables	Time Frame
<p>Commission and City Council EIR comment and adoption hearings (up to four total).</p> <p>A key goal of the Specific Plan and EIR will be to provide a solid and thorough basis for CEQA streamlining of subsequent projects in the plan area under the provisions of new <i>CEQA Guidelines</i> Section 15183.3, Streamlining for Infill Projects. Another is to document and disclose as appropriate the potentially beneficial impacts of transit-oriented development, both from an environmental impact perspective and in terms of consistency and furtherance of local and regional goals related to vehicle miles traveled and the transit/land use/emissions connection.</p> <p>In addition, the EIR scoping process, existing conditions inventory, and environmental analysis will inform the land use concept and specific plan policies so that the plan can be designed to "pre-mitigate" potential impacts related to the drainage and floodplain, among others resource issues.</p>		
<p><b>Task 4.2 EIR Transportation and Traffic Analysis.</b> KAI will be responsible for conducting the analysis and preparing the draft transportation section for the EIR. The preliminary analysis conducted as part of developing the (MMA &amp; CP) will be incorporated into the EIR circulation section. To the extent feasible, KAI will coordinate the transportation section of the EIR with the 2035 General Plan Update work, but provide a more focused level of analysis for the Specific Plan with more detail around the development sites.</p> <p>Based on when the State releases updated State CEQA guidelines per the requirements of Senate Bill 743, KAI will also tailor the traffic impact analysis to account for either level of service or vehicle miles traveled (VMT) based analysis. The scope has been budgeted for level of service, but if the guidelines move towards VMT-based criteria, then KAI can address this with the VMT information already provided for the air quality analysis.</p> <p>The cumulative traffic analysis will include additional detail to quantify trip generation for the opportunity sites, which would be overlaid on the cumulative forecasts prepared as part of the San Leandro 2035 General Plan using the Alameda Countywide Projections P2013 (Plan Bay Area) model. This will ensure consistency with the analysis being conducted for the 2035 General Plan. KAI will conduct traffic analysis to identify potential impacts and mitigations associated with the preferred plan. KAI will also analyze weekday a.m. and p.m. peak hour conditions for existing and for cumulative plus project at a maximum of 10 study intersections (locations to be identified in coordination with City staff). If required, KAI would also address the CMP analysis for roadway,</p>		<p>March 2017</p>

<b>Fourth Phase: CEQA Analysis</b>	<b>Deliverables</b>	<b>Time Frame</b>
<p>transit and freeway segments to satisfy the requirements of the Alameda County Transportation Commission for the land use analysis program. The analysis would be fully consistent with the City of San Leandro’s Traffic Impact Analysis Guidelines.</p> <p>For budgeting purposes, the scope assumes one (1) round of comments on the ADEIR, and one (1) round of comments on the DEIR.</p>		

EXHIBIT A

Meetings and Community Engagement	Deliverables	Time Frame
<p>Anticipated meetings and outreach activities are as follows. City staff will prepare staff reports for the following meetings with assistance from R+A. R+A will prepare, in coordination with City staff, any visual (e.g., Powerpoint presentations) or written materials for the meetings below when applicable. Material may be drawn from deliverables created in other tasks.</p> <ul style="list-style-type: none"> <li>• <b>MCE 1.1 Technical Advisory Committee (TAC).</b> The focus of the TAC will be to provide technical feedback during the project. The flow of meetings between the TAC and CAC and the deliverables discussed will be parallel and may happen sequentially or concurrently, though the topical focus and level of technical discussion will likely differ between the TAC and CAC. There will be 4 TAC meetings as follows:               <ul style="list-style-type: none"> <li>○ <b>Meeting 1:</b> Project overview/input that may include Community Involvement Strategy, PDA Profile, Market Demand Analysis, and Affordable Housing &amp; Displacement Strategy.</li> <li>○ <b>Meeting 2:</b> Review of potential plan scenarios (created in Task 2.2) and input on the preferred alternative.</li> <li>○ <b>Meeting 3:</b> Review of and input on preferred alternative, plan framework, and/or Draft Plan, which may include land use, multi-modal connectivity, pedestrian-friendly design standards, and accessible design strategies as necessary.</li> <li>○ <b>Meeting 4:</b> Review of public draft or adoption draft plan, and input on any refinements or additional details necessary. This may also include review of public comments on the Draft Plan.</li> </ul> </li> <li>• <b>MCE 1.2 Citizens Advisory Committee (CAC).</b> The focus of the CAC will be to provide a focused community stakeholder perspective during the project. There will be 4 CAC meetings as follows.               <ul style="list-style-type: none"> <li>○ <b>Meeting 1:</b> Project overview/input that may include Community Involvement Strategy, PDA Profile, Market Demand Analysis, Affordable Housing Strategy.</li> <li>○ <b>Meeting 2:</b> Review of potential plan scenarios (created in Task 2.2) and input on the preferred alternative.</li> <li>○ <b>Meeting 3:</b> Review of and input on preferred alternative, plan framework, and/or Draft Plan, which may include land use, multi-modal connectivity, pedestrian-friendly design standards, and accessible design strategies as necessary.</li> </ul> </li> </ul>		<p>June 2015 – June 2017</p>

Meetings and Community Engagement	Deliverables	Time Frame
<ul style="list-style-type: none"> <li>○ Meeting 4: Review of public draft or adoption draft plan, and input on any refinements or additional details necessary. This may also include review of public comments on the Draft Plan.</li> <li>● MCE 1.3 Planning Commission. There will be three (3) Planning Commission meetings for the consultant to attend: 1) Project overview/input (Summer/Fall 2015), 2) Alternatives and preferred alternative (Spring/Summer 2016), and 3) Adoption hearing (Spring 2017).</li> <li>● MCE 1.4 City Council. There will be three (3) City Council meetings for the consultant to attend, occurring shortly after and in parallel with Planning Commission meetings on the same topics: 1) Project overview/input (Summer/Fall 2015); 2) Alternatives and preferred alternative (Spring/Summer 2016); 3) Adoption hearing (Spring 2017).</li> <li>● MCE 1.5 Community Workshops. There will be two (2) community workshops: 1) to review the PDA Profile Report, Community Involvement Strategy, Alternatives Analysis and Market Demand Analysis, and 2) to review the public Draft TOD Specific Plan. The sequencing of these workshops is described in the scope above. The City will provide noticing and outreach for all community workshops.</li> <li>● MCE 1.6 Stakeholder meetings. The team will conduct up to 12 stakeholder meetings per the Community Involvement Strategy with local residents, business owners, advocacy groups, property owners, BART, elected officials, or others with a unique or stakeholder interest in the area.</li> <li>● MCE 1.7 Developer Focus Group. Per the Community Involvement Strategy and in coordination with City staff, the consultant team will organize a developers' focus group (including private and nonprofit developers and nearby property owners) to meet three (3) times to provide their perspective on the market, their understanding of why recent or relevant projects have or have not moved forward previously, and what the key development parameters are that would unlock the development potential within the project area.</li> <li>● MCE 1.8 Regular Meetings/Conference Calls with staff. R+A will budget for regular check-in calls with City (as well as BART, Alameda County and Madison Marquette as needed) staff, and 3 working meetings with relevant City staff at key junctures.</li> </ul>		

# Raimi + Associates Budget Summary

EXHIBIT A (TABLE 1)

Bay Fair BART Transit Village TOD Specific Plan

	Raimi + Associates				Strategic Economics				VMWP			Kittleston				Rincon				Wood Rogers			Labor Cost Per Task
	Principal (Raimi)	Senior Associate (Welch)	Planner/Designer	Clerical	President (Belzer)	Senior Associate (Braun)	Associate (Mazza)	Research Analyst	Partner (Williams)	Associate (Sensenig)	Designer (Faulkner)	Principal (Damian Stefanakis)	Senior Planner (Laurence Lewis)	Planner (Kamala Parks)	Analyst (Amy Lopez)	Principal (Svete)	Proj Mgr (Leider)	Associate (Kaufman)	Graphics/Admin	Principal (Matthies/Tobia)	Engineer (Ma)	GIS (Priest)	
<b>Hours per Task</b>																							
<b>Phase 1: Background Analysis</b>																							
1.1 Project Initiation Meeting	5	5	5		4	5	-	-	2	4		4	4										6,655
1.2 Data Collection and Base Maps			12	4																			1,460
1.3 PDA Profile	2	12	44	4					12	16	16	4	4	8	36								20,390
1.4 Transportation Memo																							-
1.5 Infrastructure Memo																				16	32	24	10,840
1.6 Market Demand Analysis					21	70	88	46															32,080
1.7 Community Involvement Strategy	2	12	12																				3,370
1.8 Affordable Housing and Anti-Displacement Strategy					6	16	24	-	4		4												8,260
<b>Subtotal Phase 1</b>	<b>9</b>	<b>29</b>	<b>73</b>	<b>8</b>	<b>31</b>	<b>91</b>	<b>112</b>	<b>46</b>	<b>18</b>	<b>20</b>	<b>20</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>36</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16</b>	<b>32</b>	<b>24</b>	<b>83,055</b>
<b>Phase 2: Visioning and Alternatives</b>																							
2.1 Desired Outcomes	2	12	12						2	4													4,280
2.2 Scenario Development and Analysis	10	24	56	4					16	22	48												22,280
2.3 Feasibility Testing		8			15	36	64	2	8	16	32												25,940
2.4 Photosims, Massing Studies, and Illustrations		16	60						4	10	64												17,210
<b>Subtotal Phase 2</b>	<b>12</b>	<b>60</b>	<b>128</b>	<b>4</b>	<b>15</b>	<b>36</b>	<b>64</b>	<b>2</b>	<b>30</b>	<b>52</b>	<b>144</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>69,710</b>
<b>Phase 3: Plan Development</b>																							
3.1 TOD Specific Plan Framework	2	8	28																				4,370
3.2 Preliminary Draft Specific Plan Development	16	70	160	8					12	24	82												44,050
3.2.1 Multi-Modal Access and Connectivity		12	24						2	4		8	8	40	20								17,450
3.2.2 Pedestrian friendly Design Guidelines		8	24						14	40	60												17,890
3.2.3 Parking Analysis		1	8									24	16		64								17,710
3.2.4 Infrastructure Development and Budget		2	8																24	40	24		14,660
3.2.5 Implementation Plan and Financing Strategy	2	16	24		8	22	32	-	8	12													17,850
3.3 Public Review and Draft TOD Plan	2	16	40	4					8	16	32												14,030
3.4 Final Draft	2	6	34																				4,670
<b>Subtotal Phase 3</b>	<b>24</b>	<b>139</b>	<b>350</b>	<b>12</b>	<b>8</b>	<b>22</b>	<b>32</b>	<b>-</b>	<b>44</b>	<b>96</b>	<b>174</b>	<b>32</b>	<b>24</b>	<b>40</b>	<b>84</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>24</b>	<b>40</b>	<b>24</b>	<b>152,680</b>
<b>Phase 4: CEQA Review</b>																							
4.1 CEQA Review	2	16														30	125	380	40				79,145
4.2 EIR Transportation Analysis												52	56	40	108								43,040
<b>Subtotal Phase 4</b>	<b>2</b>	<b>16</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>52</b>	<b>56</b>	<b>40</b>	<b>108</b>	<b>30</b>	<b>125</b>	<b>368</b>	<b>40</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>120,685</b>
<b>Meetings and Hearings</b>																							
Meetings and Hearings	46	100	100	4		12	15		20	30	8	12					12						50,520
<b>Subtotal</b>	<b>46</b>	<b>100</b>	<b>100</b>	<b>4</b>	<b>-</b>	<b>12</b>	<b>15</b>	<b>-</b>	<b>20</b>	<b>30</b>	<b>8</b>	<b>12</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,520</b>
Total Hours	93	344	651	28	54	161	223	48	112	198	346	104	88	88	228	30	125	380	40	40	72	48	
Billing Rate	\$185	\$150	\$100	\$65	\$250	\$170	\$120	\$95	\$185	\$135	\$105	\$235	\$195	\$160	\$125	\$210	\$155	\$125	\$80	\$205	\$135	\$135	
Labor Cost	\$17,205	\$51,600	\$65,100	\$1,820	\$13,500	\$27,370	\$26,760	\$4,560	\$20,720	\$26,730	\$36,330	\$24,440	\$17,160	\$14,080	\$28,500	\$6,300	\$19,375	\$47,500	\$3,200	\$8,200	\$9,720	\$6,480	
<b>Total Firm Labor Cost</b>			<b>\$135,725</b>				<b>\$72,190</b>				<b>\$83,780</b>				<b>\$84,180</b>				<b>\$76,375</b>			<b>\$24,400</b>	
<b>EXPENSES</b>																							
Mileage and Travel Expenses				231				100							330								500
Project/Sub Management (5%)				\$17,046																			
Direct Costs (i.e. traffic counts, data purchase, etc)														1,750									
Document Printing																							
Office Expenses (Phone, Fax, Copies, etc.)				\$3,393																			
<b>Total Expenses</b>				<b>\$20,670</b>			<b>100</b>				<b>\$0</b>				<b>\$2,080</b>				<b>\$0</b>				<b>\$500</b>
<b>TOTAL PER FIRM</b>				<b>\$156,395</b>			<b>\$72,290</b>				<b>\$83,780</b>				<b>\$86,260</b>				<b>\$76,375</b>				<b>\$24,900</b>
<b>GRAND TOTAL</b>				<b>\$500,000</b>																			

## EXHIBIT B

### INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

EXHIBIT C

MTC Priority Development Area Planning Funding Agreement Executed between City of San  
Leandro and MTC on January 29, 2015 (for Bay Fair BART Transit Village Specific Plan)

(SEE ATTACHED)



METROPOLITAN  
TRANSPORTATION  
COMMISSION

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
TEL 510.817.5700  
TTY/TDD 510.817.5769  
FAX 510.817.5848  
E-MAIL info@mtc.ca.gov  
WEB www.mtc.ca.gov

*Amy Rein Worth, Chair*  
Cities of Contra Costa County

*Dave Cortese, Vice Chair*  
Santa Clara County

*Alicia C. Aguirre*  
Cities of San Mateo County

*Tom Azumbrado*  
U.S. Department of Housing  
and Urban Development

*Jason Baker*  
Cities of Santa Clara County

*Tom Bates*  
Cities of Alameda County

*David Campos*  
City and County of San Francisco

*Dorene M. Giucopini*  
U.S. Department of Transportation

*Federal D. Glover*  
Contra Costa County

*Scott Haggerty*  
Alameda County

*Anne W. Halsted*  
San Francisco Bay Conservation  
and Development Commission

*Steve Kinsey*  
Marin County and Cities

*Sara Liccardo*  
San Jose Mayor's Appointee

*Mark Luce*  
Napa County and Cities

*Jake Mackenzie*  
Sonoma County and Cities

*Julie Pierce*  
Association of Bay Area Governments

*Jean Quan*  
Oakland Mayor's Appointee

*Bijan Sartipi*  
California State  
Transportation Agency

*James P. Spering*  
Solano County and Cities

*Adrienne J. Tissier*  
San Alameda County

*Scott Wiener*  
San Francisco Mayor's Appointee

*Steve Heminger*  
Executive Director

*Alix Bockelman*  
Deputy Executive Director, Policy

*Andrew B. Fremier*  
Deputy Executive Director, Operations

January 14, 2014

Chris Zapata, City Manager  
City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

RE: PDA Planning Funding Agreement

Dear Mr. Zapata:

This letter is our Funding Agreement for the performance of Priority Development Area Planning Assistance ("the Agreement").

It is agreed that the City of San Leandro (also referred to as "RECIPIENT") shall perform, or engage a consultant to perform, the project tasks specified in Attachment A, Scope of Work attached hereto and incorporated by this reference.

Therese Trivedi (herein "MTC Contract Manager") shall be responsible for the overall administration of the Agreement, including approving deliverables and invoices. Day-to-day technical direction shall be provided by Mark Shorett, Association of Bay Area Governments (herein "Project Manager") or a designated representative.

Payment to RECIPIENT shall be due in the amounts indicated in Attachment B, Project Budget and Schedule, upon acceptance by the Contract Manager of the Project deliverables, described in detail in Attachment A, Scope of Work.

Payment shall be made within thirty (30) days after receipt by MTC of an acceptable invoice, which shall be subject to the review and approval of MTC's Contract Manager. RECIPIENT shall deliver or mail invoices to MTC, as follows:

Accounting Department  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 -- 8th Street  
Oakland, CA 94607-4700





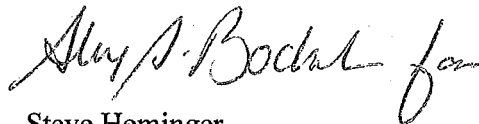
Subject only to duly executed amendments, it is expressly understood and agreed that in no event shall the total compensation to be paid under the Agreement exceed the sum of four hundred and forty thousand dollars (\$440,000).

The Agreement is funded in whole, or in part, by Surface Transportation Program (STP) funds allocated to MTC by the Federal Highway Administration, funds from which have been awarded to RECIPIENT by MTC, and the provisions in Attachment C, Terms and Conditions, and Attachment D, Fair Employment Practices Addendum, and Attachment E, Nondiscrimination Assurances, are hereby incorporated by reference. To the extent that they conflict with any of the above provisions, they supersede such provisions.

Performance shall begin on December 15, 2014, and be completed by June 30, 2017, unless MTC terminates this agreement earlier as provided in Article 3, Termination, of Attachment C.

If you agree, please sign both copies of this letter in the space provided below and return one to us. The other copy is for your files.

Very truly yours,

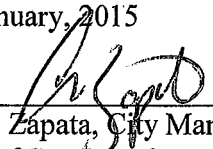


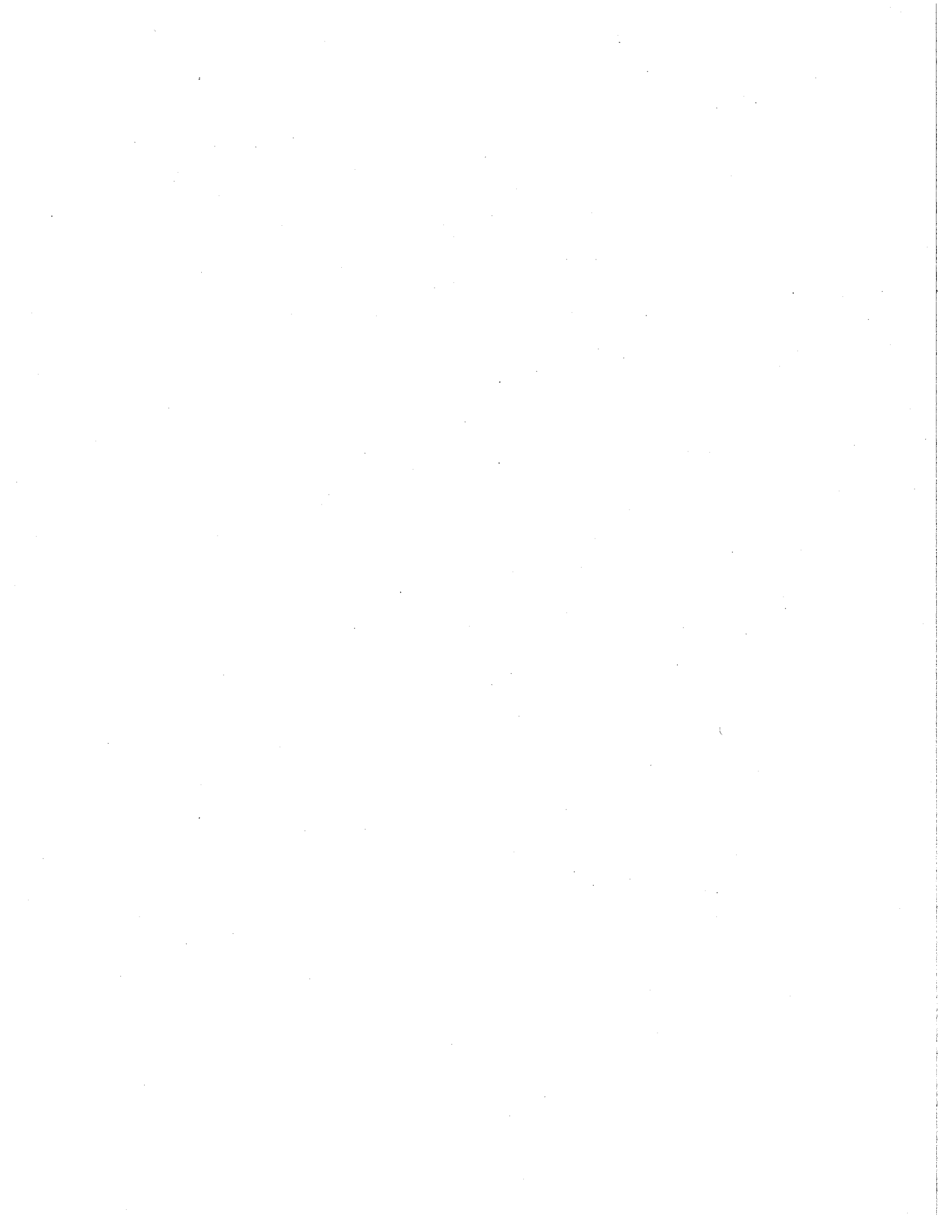
Steve Heminger  
Executive Director

SH:TT

J:\CONTRACT\Contracts-New\CON 14-15\PDA Plans\San Leandro final.docx

Accepted and Agreed to this 29<sup>th</sup> day  
of January, 2015

  
\_\_\_\_\_  
Chris Zapata, City Manager  
City of San Leandro



**ATTACHMENT A**  
**Scope of Work**  
**Bay Fair BART Transit Village TOD Specific Plan**

RECIPIENT, with professional consulting assistance (“CONSULTANT”), shall complete the following:

**Task 1: Priority Development Area (PDA) Profile**

The consultant team, in coordination with City staff, will define the precise study area for the Specific Plan and will prepare a Priority Development Area (PDA), or TOD area, Profile report. This report provides an overview of the demographic and socio-economic characteristics of the planning area, transit/travel patterns and use, physical aspects of the planning area, as well as any known issues that will need to be considered or addressed during the planning process. The draft PDA Profile Report will be presented to the CAC for review and comments. The information contained in this report should be referenced throughout the planning process in the development of subsequent planning elements. Data sources shall include the US Census as well as other planning efforts. The PDA Profile Report shall include the following information:

- Inventory of the physical context, including: existing land uses, urban form, parking supply, traffic conditions, transit service and patronage, infrastructure conditions, social services, jobs, neighborhood amenities/retail, activity nodes, public facilities (including parks, schools/playgrounds), housing opportunity sites (as identified in the Housing Element Update), natural hazard risks, air quality and environmental conditions (e.g., Bay Area Air Quality Management District data) and any other relevant inventory items.
- Summary of demographics, including: population, age, ethnicity, language, place of birth and residence, disability, households, employment (number of jobs by wage/salary and occupation), income and poverty status, household tenure and costs, place of work, travel mode to work, vehicle availability, project housing need at various income levels (per regional housing needs allocation or RHNA) and travel time to work.
- Issues or concerns that will need to be addressed during the planning process. This includes an assessment of current City, County, and BART policies and other governmental and physical factors that will influence the feasibility of transit-oriented development, the status of proposed or planned Bay Fair area capital improvement projects, and applicable BART and AC Transit plans/policies, including BART extension to Silicon Valley.
- Key opportunity sites for future transit-oriented development will be identified, and the consultant will gather pertinent data about these properties.
- Context for the relationship between the planning area and the surrounding area should be provided, including identifying opportunities for positive benefit to the surrounding unincorporated neighborhoods, Alameda County East 14th Street PDA project area, and County property within the planning area (i.e., southwest BART parking lot).
- Supporting base and overlay maps and other data as needed shall be included in the report.



This initial community meeting will serve to formally start the public planning process, provide a general overview to the community on the purpose, timeline and solicit desired outcomes, goals, and objectives for the Specific Plan.

***Deliverable #1a: Community Meeting (kick-off meeting) – Agenda/Meeting Material (Memos, Powerpoint presentations, printed graphics or information for the public), and Summary of Feedback***

***Deliverable #1b: PDA Profile Report***

## **Task 2: Community Involvement Strategy**

A collaborative planning process with residents, businesses, property owners, relevant public agencies, community groups, neighborhood associations, nonprofits, faith-based organizations are essential to an effective and implementable Specific Plan. Special attention should be paid to involve community groups and minority, low income, youth, renter and non-English speaking populations within or near the planning area. The Community Involvement Plan should include:

- Creation of a Citizens Advisory Committee (CAC). The consultant shall advise City staff on creating a CAC including the make-up of and the process for selecting a broad-ranging group of local stakeholders to serve on the CAC. City staff will take the lead in establishing and coordinating the CAC.
- Creation of a Technical Advisory Committee (TAC). The consultant shall advise City staff to determine which relevant public agencies or stakeholders shall serve on the TAC. City staff shall take the lead in establishing and coordinating the TAC.
- Identify target groups to engage, including residents (renters and homeowners), property owners, businesses, developers (nonprofit and for profit), neighborhood associations, community and faith based organizations, seniors, youth, and non-English speaking populations.
- Identify strategies to partner with and engage local community stakeholders and organizations. This includes an identification of meeting formats such as town hall meetings, focus groups, workshops, open houses, or interviews which the consultant intends to use. Also, this section shall include a description of the types of outreach that will be used such as the Internet/websites, social media, fact sheets, posters, maps, surveys, photo-simulations, visual massing studies, local media contacts, etc. A website for the Specific Plan is mandatory and will be designed and maintained by the consultant.
- Strategies specific to engaging low-income and minority communities.
- Schedule of public meetings, TAC/CAC meetings, and other public events and implementation of any other outreach and engagement strategies.

The consultant will present the PDA Profile Report and Community Involvement Strategy at the kick-off meetings for the TAC and CAC.

***Deliverable #2a: Community Involvement Strategy/Plan***

***Deliverable #2b: TAC Meeting (kick-off meeting) – Agenda/Meeting Material, and Minutes***

***Deliverable #2c: CAC Meeting (kick-off meeting) – Agenda/Meeting Material, and Minutes***



### **Task 3: Market Demand Analysis**

The consultant will prepare a preliminary report on the potential market demand for transit-oriented development in the study area with consideration of the benefits and constraints of Bayfair Center, BART, and AC Transit. The market analysis will examine all forms of potential development, including ownership and rental housing in a range of pricing, office, retail and mixed-use development. This analysis will include a feasibility assessment of providing affordable (e.g., very low, low and moderate income) and market rate housing to various household sizes, which may help inform the preparation of Task and result in cost savings for Task 5 ("Affordable Housing and Anti-Displacement Strategy). The market analysis will consider the financial feasibility of each development type based on current and projected land and development costs, potential lease rates and sale prices, current City development standards and fees, compatibility with surrounding uses, and other pertinent factors. Housing and mixed-use developers, including for-profit and non-profit firms, will be interviewed (possibly through a Developer's Symposium) to determine the market, financial, regulatory and other factors that would affect their decision to build a transit-oriented project within the study area. The analysis will provide input to the Alternatives Analysis and selection of a Preferred Alternative.

*Deliverable #3a: Market Demand Analysis Report*

*Deliverable #3b: TAC Meeting – Agenda/Meeting Materials and Minutes*

*Deliverable #3c: CAC Meeting – Agenda/Meeting Materials and Minutes*

### **Task 4: Affordable Housing and Anti-Displacement Strategy**

Taking into account the findings of Task 1 (PDA Profile) and Task 3 (Market Demand Analysis), the consultant will develop a strategy to provide existing and future planning area residents with a range of housing options that are affordable to households at all income levels. This Strategy will quantify the need for affordable housing and identify policies and actions to meet this need, including potential Specific Plan policy recommendations (e.g., zoning changes, incentives, etc) to address any obstacles to providing affordable housing identified in Task 3 (Market Demand Analysis).

To limit or prevent displacement in the planning area, the strategy should identify how non-subsidized affordable housing units in or near the area may be impacted by the plan build-out. The strategy should describe existing preservation policies to maintain neighborhood affordability (including acquisition and/or rehabilitation of existing affordable housing units) and additional zoning changes or policies needed.

The Affordable Housing and Anti-Displacement Strategy will be presented at a community workshop.

*Deliverable #4a: Affordable Housing and Anti-Displacement Strategy Report*

*Deliverable #4b: TAC Meeting– Agenda/Meeting Materials and Minutes*

*Deliverable #4c: CAC Meeting – Agenda/Meeting Material and Minutes*

*Deliverable #4d: Community Workshop - Agenda/Meeting Material and Summary of Feedback*





### **Task 5: Alternatives Analysis**

The consultant will prepare a minimum of three draft long-term alternatives or visions for the TOD/PDA plan, assess the feasibility of implementing each alternative with a focus on the identified opportunity sites. Supporting maps (i.e., land use, circulation, density/form) for each alternative must be included. Photo-simulations and visual massing studies are highly recommended for each alternative if feasible, but are required for the preferred option. The alternatives should include an analysis of potentially incompatible land uses and resulting consequences/issues. For the purpose of policy discussion and environmental assessment, the alternatives will contrast different land use compositions and development intensities. A detailed breakdown of the development potential under each land use alternative will be prepared. The consultant will also prepare preliminary pro forma analyses to test the feasibility of specific development options on key opportunity sites, including an assessment of incentives and other policies required to meet the housing needs identified in Tasks 3 and 4 above. Staff and consultant will solicit input from interested developers to test the market and financial feasibility of the land use alternatives.

The PDA Profile Report, Community Involvement Strategy, Alternatives Analysis and Market Demand Analysis will be presented at a community workshop for public education and initial feedback. Following public input and based on the findings of the Alternatives Analysis, a Preferred (Development) Alternative will be identified.

*Deliverable #5a: Alternatives Analysis Memo*

*Deliverable #5b: TAC Meeting – Agenda/Meeting Materials and Minutes*

*Deliverable #5c: CAC Meeting – Agenda/Meeting Materials and Minutes*

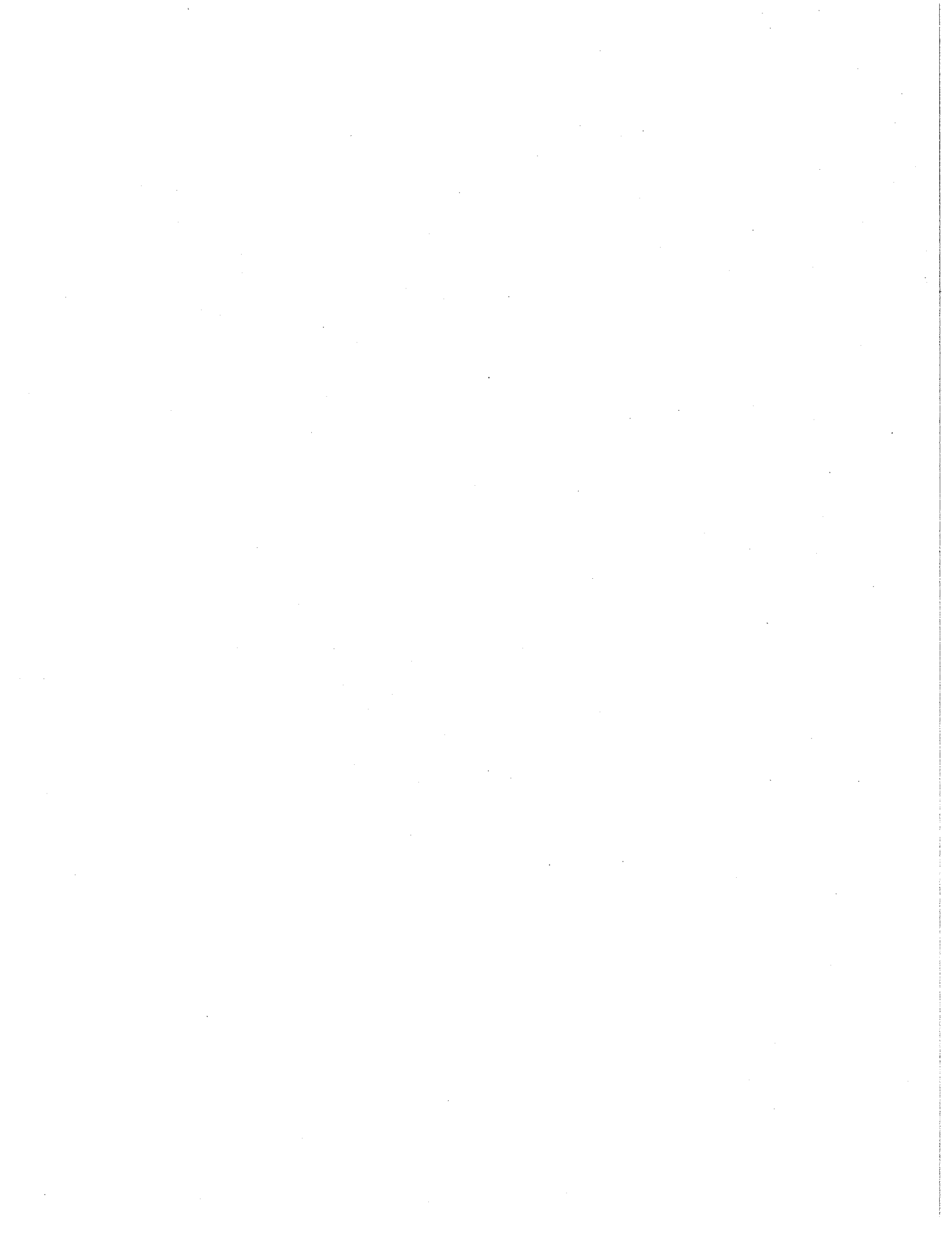
*Deliverable #5d: Community Workshop – Agenda/Meeting Materials and Summary of Feedback*

### **Task 6: Multi-modal Access and Connectivity**

This plan or report will identify pedestrian access and circulation patterns, bicycle access and circulation plans, transit connectivity, and auto circulation routes. The consultant will prepare strategies for transportation demand management (TDM) improving bus access to rail stations and frequency of feeder services (in consultation with transit providers) as well as pedestrian, bicycle and auto access and safety. Multi-modal connections between the transit stations and higher density housing, surrounding neighborhood amenities, activity nodes (including outside of the planning area), and open space should be emphasized. Opportunities for new and/or improved non-auto connections should be identified.

*Deliverable #6a: Multi-modal Access and Connectivity Plan/Memo*

### **Task 7: Pedestrian-friendly Design/Placemaking & Accessible Design Guidelines**



The consultant will produce building, open space, and street design guidelines or standards that focus on pedestrian-oriented design that enhances walkability, pedestrian and bicycle comfort and convenience, and the safety and security of transit riders in and around the planning area. Possible approaches may include pedestrian-friendly design guidelines, form based code, street design guidelines and context sensitive solutions. These guidelines will be prepared and presented in conjunction with Task 6 (Multi-modal Access and Connectivity) above. Graphics and visuals will be essential to and required for the design guidelines. Graphic presentation may include architectural drawings and renderings, massing studies, cross-sectional views, elevation drawings, etc.

The consultant will also create an accessibility design plan for people with disabilities and the elderly that ensure fully accessible transit stations, accessible paths between transit and surrounding areas, and visitable and habitable housing units adjacent to applicable transit stations and in the planning area, where feasible. Visitable means a dwelling unit where a person with a disability can visit with an accessible restroom. Habitable means a dwelling unit where a person with a disability can live with an accessible bedroom. Note that if new housing is proposed within the planning area, at least 10% of townhomes should be habitable by persons with disabilities.

The Multi-modal and Connectivity memo, Pedestrian-friendly Design Standards and Accessible Design memo will be presented at the TAC and CAC meetings.

***Deliverable #7a: Pedestrian-friendly Design Standards***

***Deliverable #7b: Accessible Design Memo***

***Deliverable #7c: TAC Meeting – Agenda/Meeting Materials and Minutes***

***Deliverable #7d: CAC Meeting – Agenda/Meeting Materials and Minutes***

### **Task 8: Parking Analysis**

The consultant will assess the cumulative parking demand that will be required to support the land use alternatives with consideration of the City's, BART's and Bayfair Center's existing parking standards and the anticipated reduced demand associated with transit-oriented development. The objective of the analysis will be to identify methods to reduce the overall parking requirement by capitalizing on the advantages offered by BART, AC Transit, mixed use development, and parking management opportunities. Expected outcomes will be a parking management strategy and reduced parking standards for projects located within the Specific Plan area, while addressing the concerns of area businesses and property owners. Opportunities for shared parking and structured parking (rather than surface parking) to support transit users and planning area land uses will be explored. Strategies and incentives for increasing transit use will also be discussed such as carshare, transit passes, and improved pedestrian and bicycle facilities. The necessity and feasibility of a permit program or other measures to regulate on-street parking such as pricing will also be discussed. A BART replacement parking analysis must also be calculated using BART's methodology, as outlined in *Replacement Parking for Joint Development: An Access Policy Methodology* by Richard Wilson, April, 2005.

***Deliverable #8a: Parking Analysis Plan/Memo***



***Deliverable #8b: TAC Meeting – Agenda/Meeting Materials and Minutes***  
***Deliverable #8c: CAC Meeting – Agenda/Meeting Materials and Minutes***

**Task 9: Infrastructure Development and Budget**

The consultant will prepare an analysis of current and future public infrastructure and facilities needed in the planning area (including schools, libraries, parks, sewers, parking, and other facilities) to serve the existing and future needs of the anticipated population in the planning area. This task will include an assessment of opportunities to utilize resource efficient infrastructure and further the City's Climate Action Plan. In addition to providing cost estimates, financing strategies should include specific mechanisms to fund necessary improvements, expansions and maintenance of existing services and prioritization of strategies.

***Deliverable #9a: Infrastructure Development and Budget Memo***  
***Deliverable #9b: TAC Meeting – Agenda/Meeting Materials and Minutes***  
***Deliverable #9c: CAC Meeting – Agenda/Meeting Materials and Minutes***

**Task 10: Implementation Plan and Financing Strategy**

The consultant will prepare a plan containing a list of measurable actions to implement goals of the Specific Plan (including Zoning Code and/or General Plan amendments), strategies to attract transit-oriented development (including transportation demand strategies), measures to remove development constraints, a phasing plan, estimated timeline for implementation/completion, responsible departments/agencies, cost estimates, and potential revenue sources.

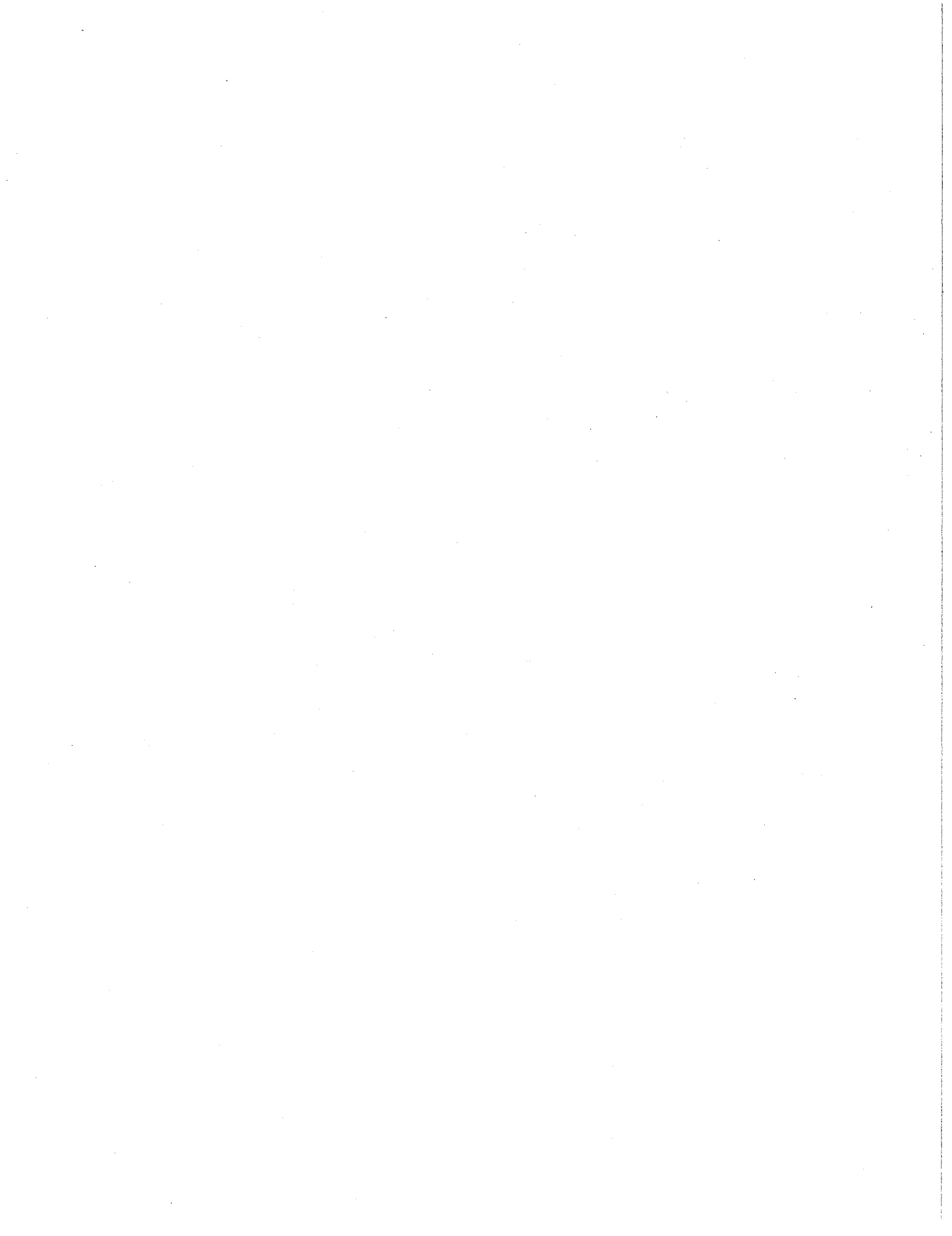
***Deliverable #10a: Implementation Plan and Financing Strategy***  
***Deliverable #10b: TAC Meeting – Agenda/Meeting Materials and Minutes***  
***Deliverable #10c: CAC Meeting – Agenda/Meeting Materials and Minutes***  
***Deliverable #10d: Planning Commission meeting (or work session) - Agenda/Meeting Material and Minutes***  
***Deliverable #10e: City Council meeting (or work session) - Agenda/Meeting Material and Minutes***

**Task 11: California Environmental Quality Act (CEQA) Environmental Document**

The consultant will be responsible for preparing and completing the environmental impact report (EIR) to ensure consistency between the Specific Plan and CEQA. For cost-savings and efficiency purpose, the consultant shall make use of existing environmental documentation (e.g., technical analyses, planning documents, government regulations, etc.).

Key tasks to be performed or prepared by the consultant for the EIR include, but are not limited to the following:

- Define project
- Data review and preparation of existing conditions
- Assess EIR scoping topics with City staff



- Notice of Preparation and Scoping meeting
- Initial Study
- Alternatives analysis
- Proposed Thresholds of Significance
- Documentation of impacts
- Notice of Completion & Notice of Availability
- Notice of Determination
- Responses to comments
- Mitigation measures and monitoring program
- Statement of overriding considerations (if needed)
- Findings
- Administrative Draft EIR
- Public Review Draft EIR
- Final EIR

The consultant will also be responsible for conducting all public meetings. The consultant will attend and present the draft and final EIR at the Planning Commission and City Council EIR adoption meetings.

For the purposes of the RFP submittal, applicants should budget and show applicable scope of work for an EIR. Because the City is presently undergoing its General Plan Update, which includes an EIR, there may be streamlining and other efficiencies in preparing the environmental document for Specific Plan. City staff may work with the selected consultant to a streamlined or an alternative environmental review option (i.e., Supplemental EIR instead of a Program EIR).

***Deliverable #11a: Data review, project description and existing conditions inventory***

***Deliverable #11b: Notice of Preparation (draft and final)***

***Deliverable #11c: Notice of Completion (draft and final)***

***Deliverable #11d: Administrative Draft and Red-line Draft***

***Deliverable #11e: Public Review Draft EIR***

***Deliverable #11f: Planning Commission meeting for Draft EIR – Agenda/Meeting Materials and Minutes***

***Deliverable #11g: City Council meeting for Draft EIR – Agenda/Meeting Materials and Minutes***

***Deliverable #11h: Notice of Determination (draft and final)***

***Deliverable #11i: Final EIR***

***Deliverable #11j: Planning Commission meeting for Final EIR – Agenda/Meeting Materials and Minutes***

***Deliverable #11k: City Council meeting for Final EIR – Agenda/Meeting Materials and Minutes***

***Deliverable #11l: TAC Meeting – Agenda/Meeting Materials and Minutes (optional)***

***Deliverable #11m: CAC Meeting – Agenda/Meeting Materials and Minutes (optional)***





### **Task 12: Preliminary Draft Transit-Oriented Development Specific Plan**

Based on the conclusions reached through completion of Tasks 1-10, the consultant team will prepare a Preliminary Draft Specific Plan that incorporates all of the deliverables mentioned under the above tasks. The Specific Plan will include but is not limited to the following items:

- Goals and policies;
- Land use plan with description of land uses and overall development potential;
- Identification of opportunity sites and preferred development options, including photo-simulations for key development sites;
- Development standards and/or form-based design guidelines to facilitate high quality transit-oriented development;
- Policies to overcome any obstacles or constraints to meeting housing need at all income levels;
- Parking standards and strategies for increased transit use and reduced parking;
- Access improvements and design standards;
- Pedestrian-oriented street improvements and design standards for the Specific Plan area;
- Implementation program, including strategies to attract transit-oriented development, measures to remove development constraints, a phasing plan, and additional follow-up actions and public outreach efforts to implement the Specific Plan; and
- Financing options for public/private development and public improvements, including strategies and timing for pursuing possible federal and state funding sources.

Concurrent with preparation of the Specific Plan, the consultant team will prepare parallel Zoning Code amendments (and General Plan amendments if required) to implement the Specific Plan. This would include amending the Zoning Map such as creating a special zoning or overlay district for the Specific Plan area.

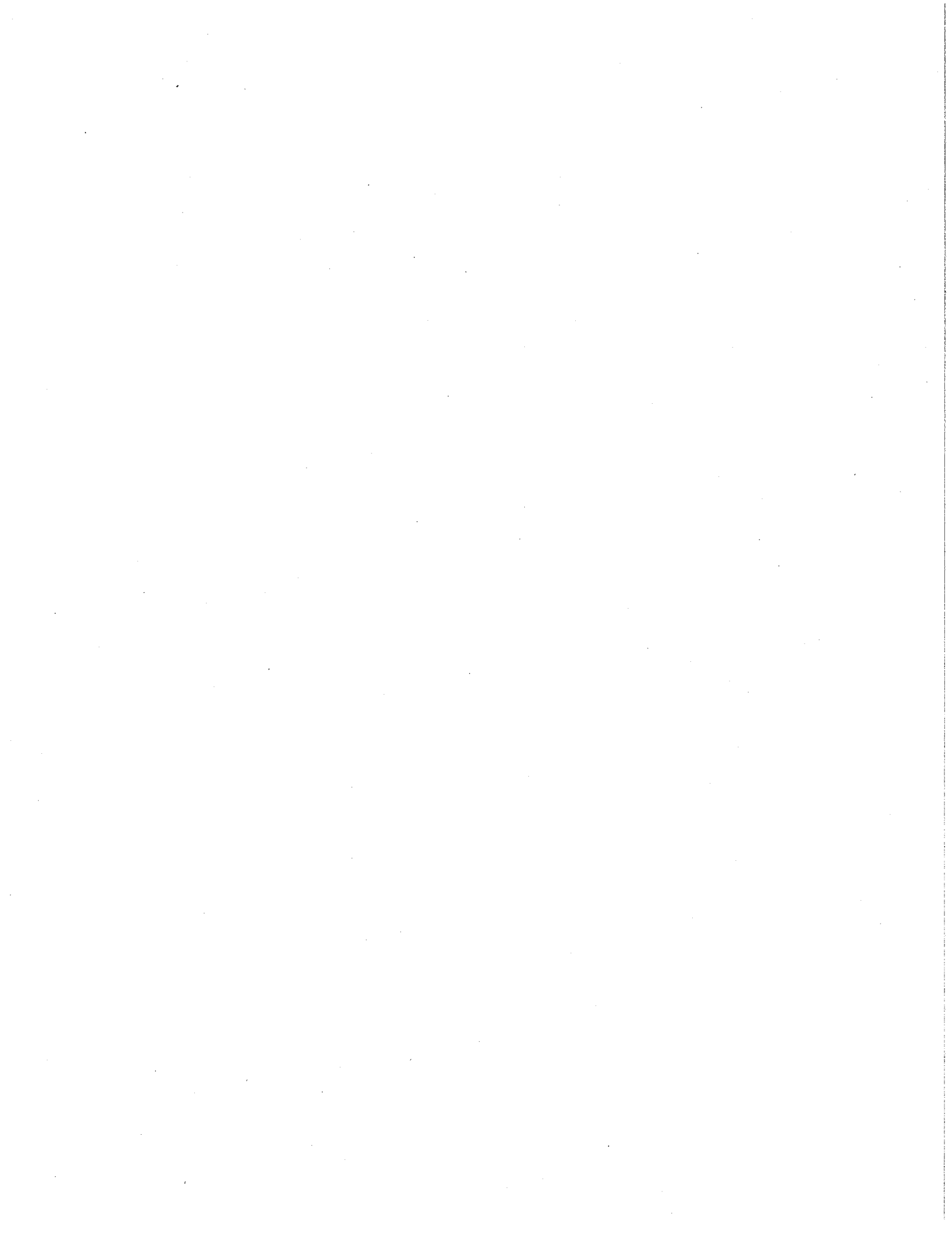
***Deliverable #12a: Preliminary Draft TOD Specific Plan***

***Deliverable #12b: TAC Meeting – Agenda/Meeting Material and Minutes***

***Deliverable #12c: CAC Meeting – Agenda/Meeting Material and Minutes  
(review and comment on Preliminary Draft TOD Specific Plan)***

### **Task 13: Public Review Draft Transit-Oriented Development Specific Plan**

Based on CAC and TAC input, a Public Review Draft Specific Plan will be prepared and circulated for formal public review and comment. During the public review period, City staff and CAC members will also conduct active public outreach by presenting the Specific Plan to homeowner associations, the Downtown Association, Chamber of Commerce, and other interested groups to solicit comments. A community workshop will also be conducted by the consultant team on the Public Review Draft to receive public input. A CAC meeting will be held to receive the CAC's formal and final recommendations on the Draft Specific Plan and General Plan and/or Zoning Code Amendments. The Planning Commission will conduct a public hearing and forward a recommendation to the City Council on the Draft Specific Plan (including recommendations for Zoning Code and/or General Plan amendments).



***Deliverable #13a: Draft TOD Specific Plan***

***Deliverable #13b: Community Workshop - Agenda/Meeting Material and Summary of Feedback***

***Deliverable #13c: CAC meeting - Agenda/Meeting Material and Minutes***

***Deliverable #13d: Planning Commission meeting - Agenda/Meeting Material and Minutes***

**Task 14: Final Transit-Oriented Development Specific Plan and Implementation**

The City Council will hold a public hearing to adopt the Final Specific Plan and final General Plan and/or Zoning Code amendments. The consultant team will then prepare the Final Specific Plan (including recommendations for General Plan and/or Zoning Code amendments). This task also includes the consultant team assisting City staff in initiating other elements of the implementation program as outlined in the adopted Specific Plan.

***Deliverable #14a: Final TOD Specific Plan as adopted by City Council***

***Deliverable #14b: City Council meeting - Agenda/Meeting Material and Minutes***

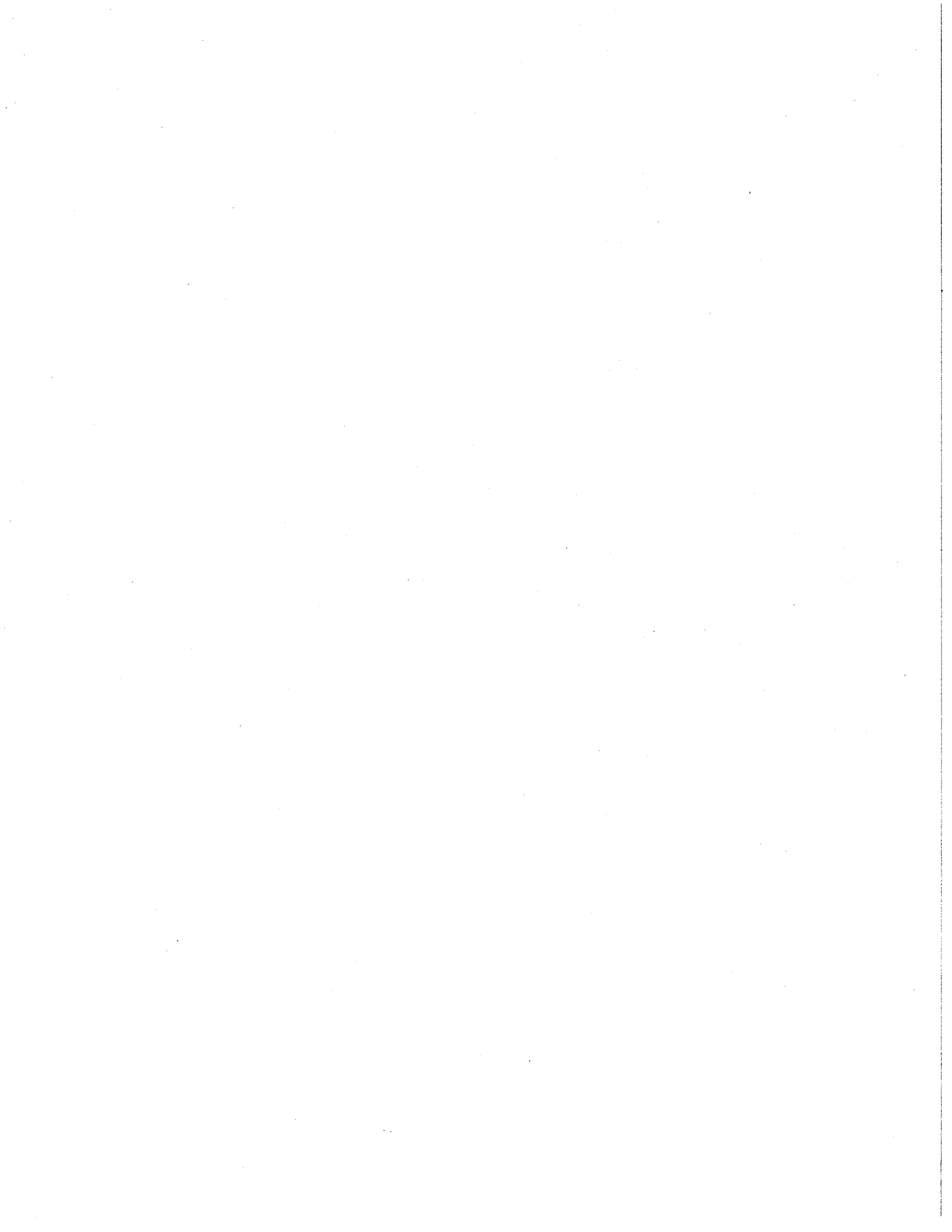


**ATTACHMENT B  
 Project Budget and Schedule**

**Bay Fair BART Transit Village Specific Plan EIR**

The following table provides the project budget by deliverable, including the local match to be provided by RECIPIENT:

Project Task	Deliverables	Completion Date	Total Cost	PDA Grant Reimbursement	Local Match
<b>Task 1: PDA Profile</b>					
1a: Community Meeting (kick-off meeting)- Agenda/Meeting Material (Memos, Powerpoint presentations, printed graphics or information for the public), and Summary of Feedback		3/31/2015	\$5,000	\$5,000	
1b: PDA Profile Report		5/31/2015	\$16,000	\$0	\$16,000
<b>Task 2: Community Involvement Strategy</b>					
2a: CI Strategy/Plan		6/30/2015	\$19,000	\$18,000	\$1,000
2b: TAC Kick-off Mtg - Agenda/Meeting Material, and Minutes		6/30/2015	\$1,000	\$1,000	
2c: CAC Kick-off Mtg - Agenda/Meeting Material, and Minutes		6/30/2015	\$1,000	\$1,000	
<b>Task 3: Market Demand Analysis</b>					
3a: Market Demand Analysis Report		7/31/2015	\$34,000	\$33,000	\$1,000
3b: TAC Mtg - Agenda/Meeting Materials and Minutes		7/31/2015	\$1,000	\$1,000	
3c: CAC Mtg - Agenda/Meeting Materials and Minutes		7/31/2015	\$1,000	\$1,000	
<b>Task 4: Affordable Housing &amp; Displacement Strategy</b>					
4a: AH & A-D Strategy Report		4/30/2016	\$16,500	\$13,000	\$3,500
4b: TAC Mtg - Agenda/Meeting Materials and Minutes		4/30/2016	\$1,000	\$1,000	
4c: CAC Mtg - Agenda/Meeting Materials and Minutes		4/30/2016	\$1,000	\$1,000	
4d: Community Workshop - Agenda/Meeting Material and Summary of Feedback		4/30/2016	\$5,000	\$5,000	
<b>Task 5: Alternatives Analysis</b>					
5a: Alternatives Analysis Memo		8/30/2015	\$37,000	\$26,000	\$11,000
5b: TAC Mtg - Agenda/Meeting Materials and Minutes		8/30/2015	\$1,000	\$1,000	
5c: CAC Mtg - Agenda/Meeting Materials and Minutes		8/30/2015	\$1,000	\$1,000	
5d: Community Workshop - Agenda/Meeting Materials and Summary of Feedback		9/30/2015	\$5,500	\$5,000	\$500
<b>Task 6: Multi-modal Access and Connectivity</b>					
6a: Multi-modal Access and Connectivity Plan/Memo		4/30/2016	\$30,500	\$28,000	\$2,500
<b>Task 7: Pedestrian Friendly</b>					

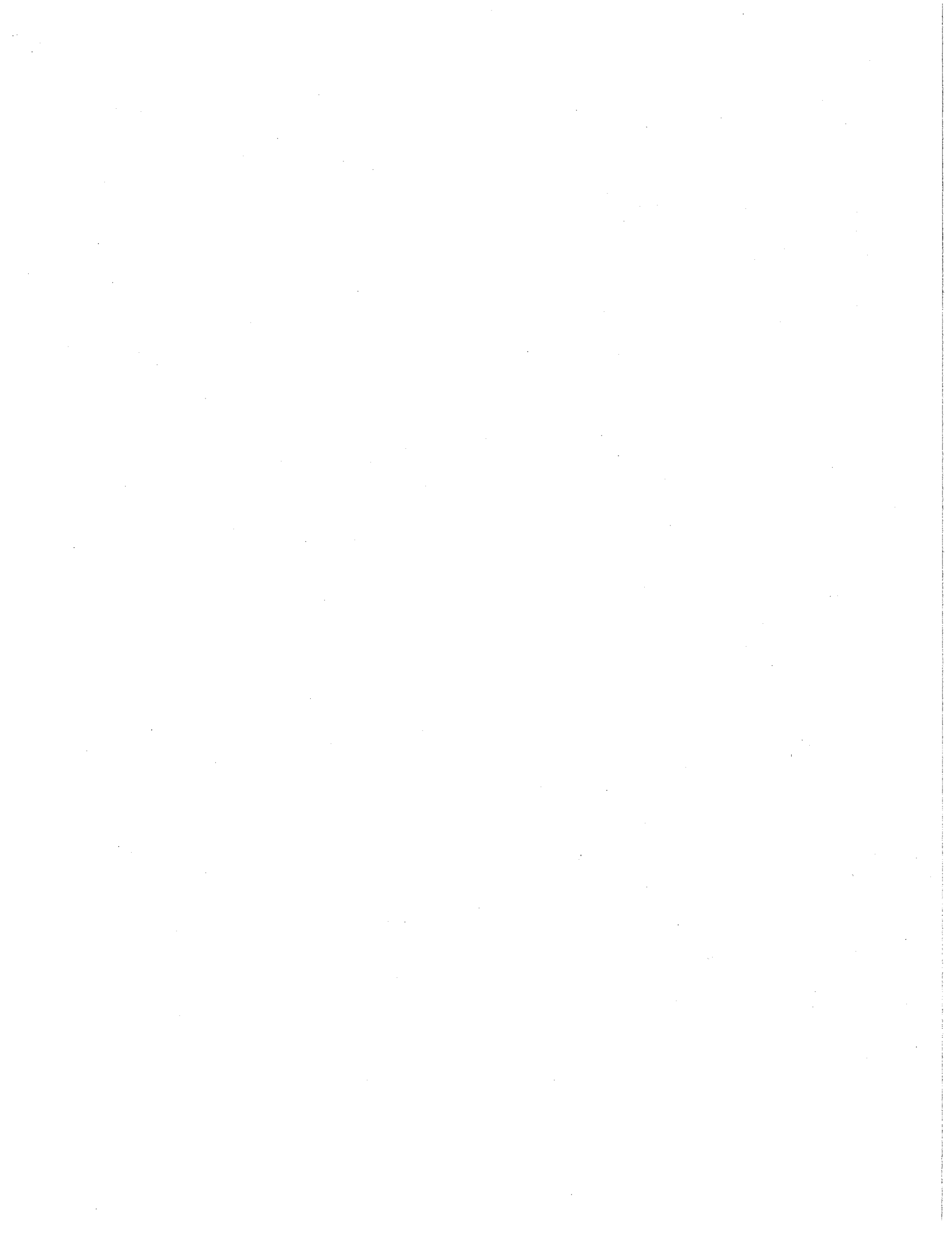


<b>Design/Placemaking &amp; Accessible Design Guidelines</b>				
7a: Pedestrian-friendly Design Standards	4/30/2016	\$15,500	\$13,000	\$2,500
7b: Accessible Design Memo	4/30/2016	\$12,500	\$10,000	\$2,500
7c: TAC Mtg - Agenda/Meeting Materials and Minutes	4/30/2016	\$1,000	\$1,000	
7d: CAC Mtg - Agenda/Meeting Materials and Minutes	4/30/2016	\$1,000	\$1,000	
<b>Task 8: Parking Analysis</b>				
8a: Parking Analysis Plan/Memo	4/30/2016	\$16,500	\$14,000	\$2,500
8b: TAC Mtg - Agenda/Meeting Materials and Minutes	4/30/2016	\$1,000	\$1,000	
8c: CAC Mtg - - Agenda/Meeting Materials and Minutes	4/30/2016	\$1,000	\$1,000	
<b>Task 9: Infrastructure Development &amp; Budget</b>				
9a: Infrastructure Development and Budget Memo	4/30/2016	\$20,500	\$18,000	\$2,500
9b: TAC Mtg - Agenda/Meeting Materials and Minutes	4/30/2016	\$1,000	\$1,000	
9c: CAC Mtg - Agenda/Meeting Materials and Minutes	4/30/2016	\$1,000	\$1,000	
<b>Task 10: Implementation Plan &amp; Financing Strategy</b>				
10a: Infrastructure Development and Budget Memo	4/30/2016	\$20,500	\$16,000	\$4,500
10b: TAC Mtg - Agenda/Meeting Materials and Minutes	4/30/2016	\$1,000	\$1,000	
10c: CAC Mtg - Agenda/Meeting Materials and Minutes	4/30/2016	\$1,000	\$1,000	
10d: Planning Commission Mtg (may be a work session) - Agenda/Meeting Materials and Minutes	5/31/2016	\$1,000	\$1,000	
10e: City Council Mtg (may be a work session) - Agenda/Meeting Materials and Minutes	6/30/2014	\$1,000	\$1,000	
<b>Task 11: CEQA Environmental Document</b>				
11a: Data review, project description & existing conditions inventory	5/31/2016	\$39,500	\$38,000	\$1,500
11b: Notice of Preparation (draft & final)	5/31/2016	\$1,000	\$1,000	
11c: Notice of Completion (draft & final)	5/31/2016	\$1,000	\$1,000	
11d: Preliminary Draft (Red-line & final)	10/31/2016	\$40,000	\$40,000	
11e: Public Review Draft EIR	11/30/2016	\$33,000	\$25,000	\$8,000
11f: Planning Commission Mtg for Draft EIR - Agenda/Meeting Materials and Minutes	11/30/2016	\$1,000	\$1,000	
11g: City Council Mtg for Draft EIR - Agenda/Meeting Materials and Minutes	12/31/2016	\$1,000	\$1,000	





11h: Notice of Determination (draft & final)	3/31/2017	\$1,000	\$1,000	
11i: Final EIR	3/31/2017	\$22,000	\$20,000	\$2,000
11j: Planning Commission Mtg for Final EIR - Agenda/Meeting Materials and Minutes	2/28/2017	\$1,000	\$1,000	
11k: City Council meeting for Final EIR - Agenda/Meeting Materials and Minutes	3/31/2017	\$1,000	\$1,000	
11l: TAC Mtg - Agenda/Meeting Materials and Minutes	8/31/2016	\$1,000	\$1,000	
11m: CAC Mtg - Agenda/Meeting Materials and Minutes	8/31/2016	\$1,000	\$1,000	
<b>Task 12: Preliminary Draft TOD/PDA Specific Plan</b>				
12a: Preliminary Draft	8/31/2016	\$41,000	\$25,000	\$16,000
12b: TAC Mtg - Agenda/Meeting Materials and Minutes	8/31/2016	\$1,000	\$1,000	
12c: CAC Mtg - Agenda/Meeting Materials and Minutes	8/31/2016	\$1,000	\$1,000	
<b>Task 13: Public Review Draft TOD/PDA Specific Plan</b>				
13a: Draft TOD/PDA Specific Plan	10/31/2016	\$31,500	\$24,000	\$7,500
13b: Community Mtg - Agenda/Meeting Materials and Summary of Feedback	10/31/2016	\$5,000	\$5,000	
13c: CAC Mtg - Agenda/Meeting Materials and Minutes	10/31/2016	\$1,000	\$1,000	
13d: Planning Commission Mtg - Agenda/Meeting Materials and Minutes	11/30/2016	\$2,000	\$2,000	
<b>Task 14: Final TOD/PDA Specific Plan &amp; Implementation</b>				
14a: Final TOD/PDA Specific Plan	1/31/2017	\$32,000	\$25,000	\$7,000
14b: City Council Mtg - Agenda/Meeting Materials and Minutes	3/31/2017	\$2,000	\$2,000	
		<b>TOTAL</b>	<b>\$532,000</b>	<b>\$440,000</b>
				<b>\$92,000</b>
<i>Note:</i>	<i>1) Local match sources include : Cash: \$40,000 (San Leandro), \$15,000 (BART) &amp; \$15,000 (Madison Marquette); In-kind: City (\$10,000) and County (\$12,000) staff time contributed to the project</i>			



## ATTACHMENT C

### TERMS AND CONDITIONS

#### 1. FUNDING

Funding from DOT shall be contingent upon approval by the Federal Highway Administration (FHWA) of MTC's Overall Work Program ("OWP"). Shall DOT amend the OWP after the effective date of this Agreement to reduce the amount of available STP funds, MTC shall reduce RECIPIENT's share of STP funds proportionately and shall, after consultation with the RECIPIENT, amend the Scope of Work as necessary to reflect the reduced level of funding.

#### 2. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the MTC Executive Director or a designated representative and RECIPIENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

#### 3. TERMINATION

MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, RECIPIENT shall be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If RECIPIENT fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and RECIPIENT shall be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

#### 4. RETENTION OF RECORDS

RECIPIENT agrees to establish and maintain an accounting system conforming to GAAP that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs.

RECIPIENT further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years following final payment to RECIPIENT or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles. Copies of RECIPIENT audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

#### 5. AUDITS

RECIPIENT agrees to grant MTC, or any agency that provides MTC with funds for the Project, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to RECIPIENT's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway and for the retention period specified in Article 4.

RECIPIENT further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that MTC, the U.S. Department of Transportation, FHWA, the



Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

6. LICENSE TO WORK PRODUCTS

RECIPIENT hereby grants to MTC an irrevocable, non-exclusive, royalty-free license to use without restriction and share with any person or entity all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture, and any other documents, materials, data, and products ("Work Products") developed, prepared, or assembled by RECIPIENT or RECIPIENT's CONSULTANT(s) or its subCONSULTANTS pursuant to this Agreement. MTC may exercise their licenses to Work Products through sublicenses to a third party, without the approval of RECIPIENT or RECIPIENT's CONSULTANT(s) or subCONSULTANTS. FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which RECIPIENT or RECIPIENT's CONSULTANT(s) or subCONSULTANTS purchase ownership under this Agreement.

7. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, RECIPIENT agrees that it shall not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. RECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by RECIPIENT to carry out these requirements is a material breach of contract, which may result in the termination of this agreement or such other remedy as MTC deems appropriate.



9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

RECIPIENT agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (47 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

10. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

RECIPIENT agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

11. STATE ENERGY CONSERVATION PLAN

RECIPIENT shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

12. DEBARMENT

RECIPIENT certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

13. CLEAN AIR AND WATER POLLUTION ACTS

RECIPIENT agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

14. LOBBYING

RECIPIENT agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

15. INDEMNIFICATION

RECIPIENT shall indemnify and hold harmless MTC, Caltrans, their Commissioners, Directors, officers, agents and employees from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of RECIPIENT, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement; and RECIPIENT agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans, their Commissioners, Directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.





16. MEETINGS

RECIPIENT agrees to invite the MTC Contract Manager and the Project Manager to participate in all meetings held in connection with this project, including public meetings and project Team meetings.

17. COMPLIANCE WITH LAWS

RECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, the State, and Caltrans, which relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as a recipient of federal or state funds are hereby in turn imposed on RECIPIENT (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

RECIPIENT contractors shall agree to comply with all 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. In addition, RECIPIENT certifies that the RECIPIENT and its contractors shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21,000 *et seq.* and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 *et seq.*) and the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321 *et seq.* and the applicable regulations thereunder.

18. IDENTIFICATION OF DOCUMENTS

RECIPIENT shall ensure that all documents related to the project including meeting notices and reports state that the project is funded through the Metropolitan Transportation Commission's Station Area Planning Program.

In addition, RECIPIENT shall ensure that all reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

19. TRAVEL AND SUBSISTENCE COSTS

Reimbursement of RECIPIENT travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-representative employees)

20. SUBCONTRACTS

RECIPIENT must include provisions of this Agreement, as applicable, modified only to show the particular contractual relationship, in any third-party contracts funded by this Agreement.



## ATTACHMENT D

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, RECIPIENT shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. RECIPIENT shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RECIPIENT shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. RECIPIENT, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the RECIPIENT'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. RECIPIENT shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. RECIPIENT shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

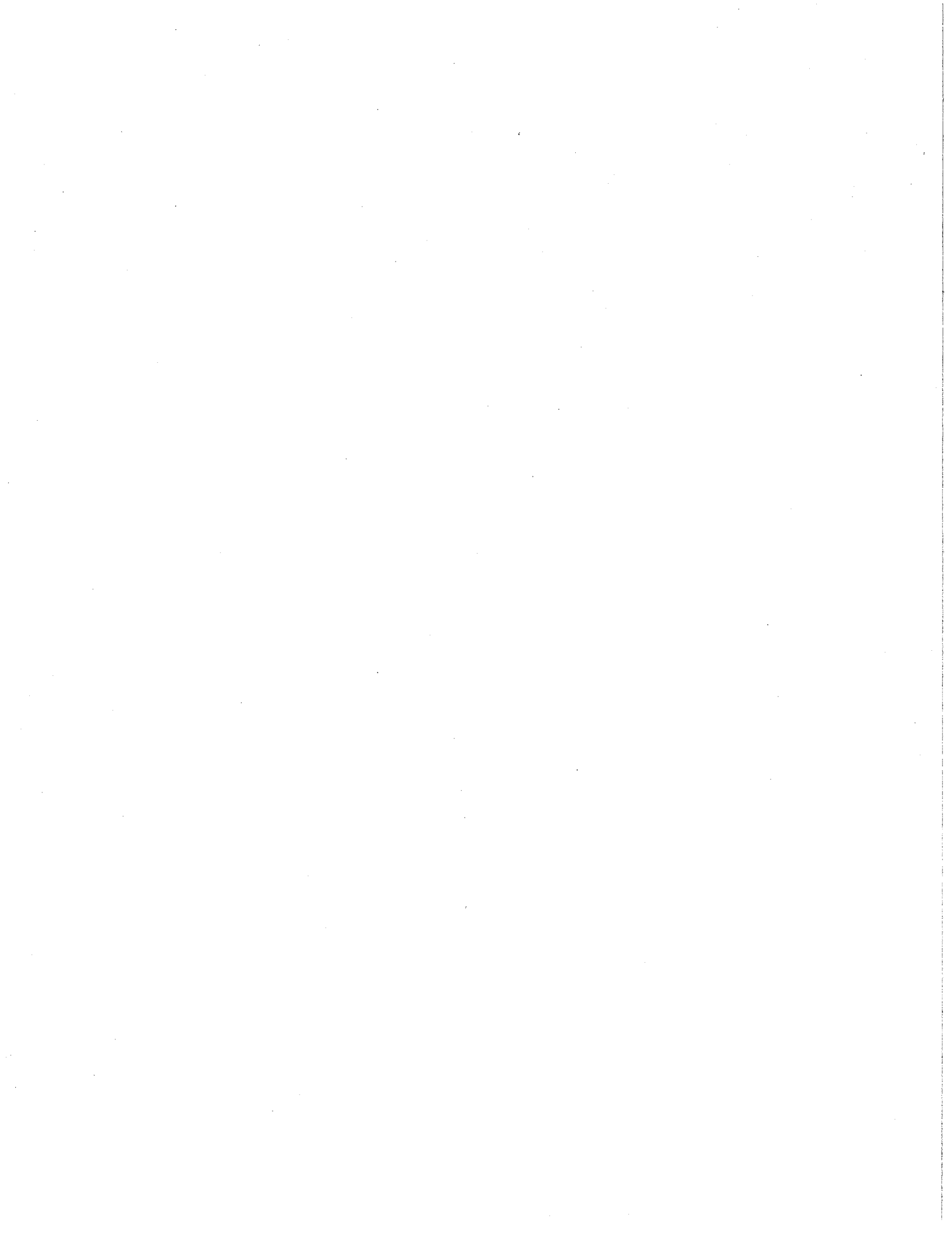
#### 5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which RECIPIENT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that RECIPIENT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by RECIPIENT and by the surety under the



performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to RECIPIENT, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure RECIPIENT's breach of this Agreement.



## ATTACHMENT E

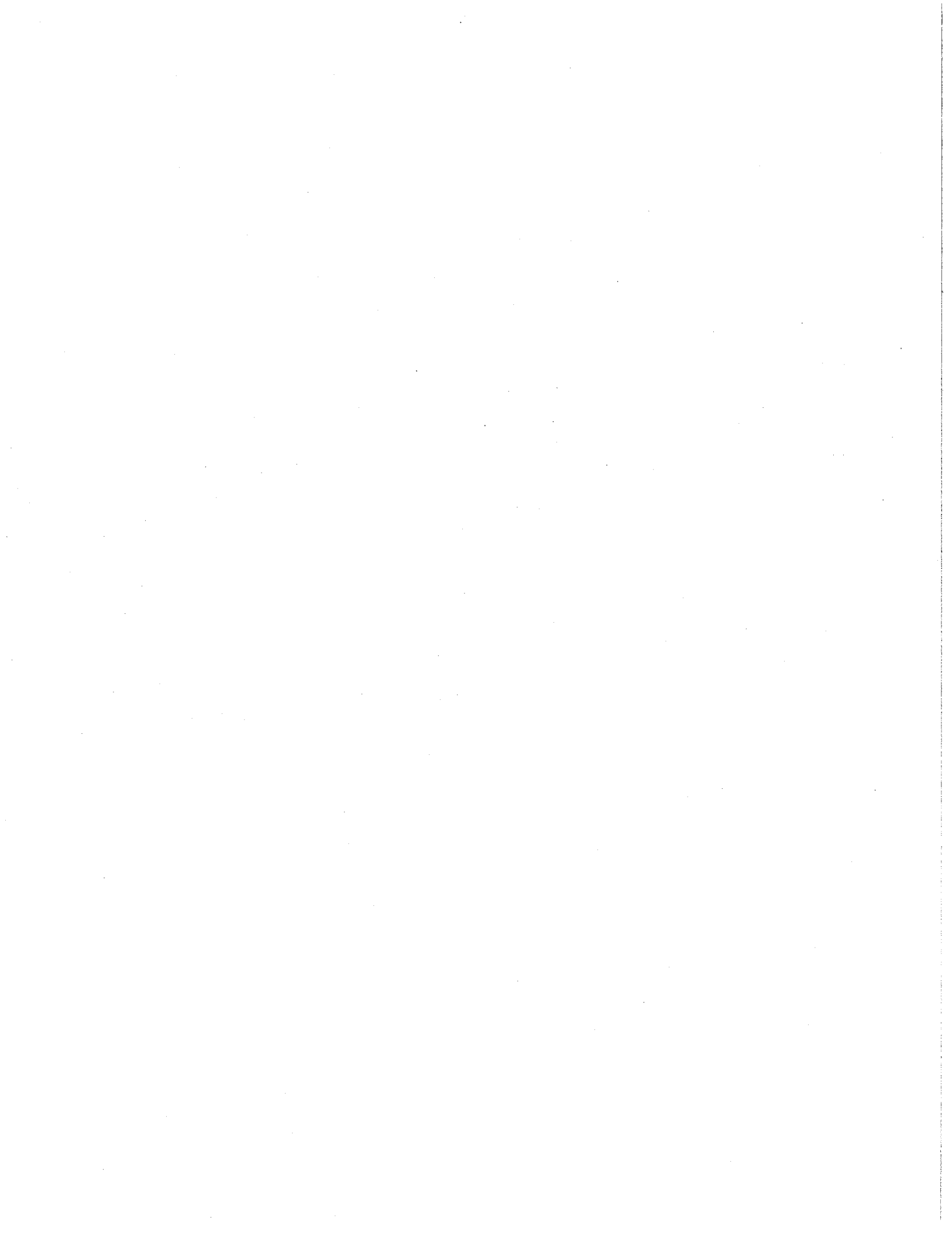
### NONDISCRIMINATION ASSURANCES

RECIPIENT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which RECIPIENT receives federal financial assistance from the Federal Department of Transportation. RECIPIENT HEREBY GIVES ASSURANCE THAT RECIPIENT shall promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, RECIPIENT hereby gives the following specific assurances with respect to its federal-aid Program:

1. That RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: RECIPIENT hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That RECIPIENT shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where RECIPIENT receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.





6. That where RECIPIENT receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That RECIPIENT shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the RECIPIENT with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates RECIPIENT for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates RECIPIENT or any transferee for the longer of the following periods:

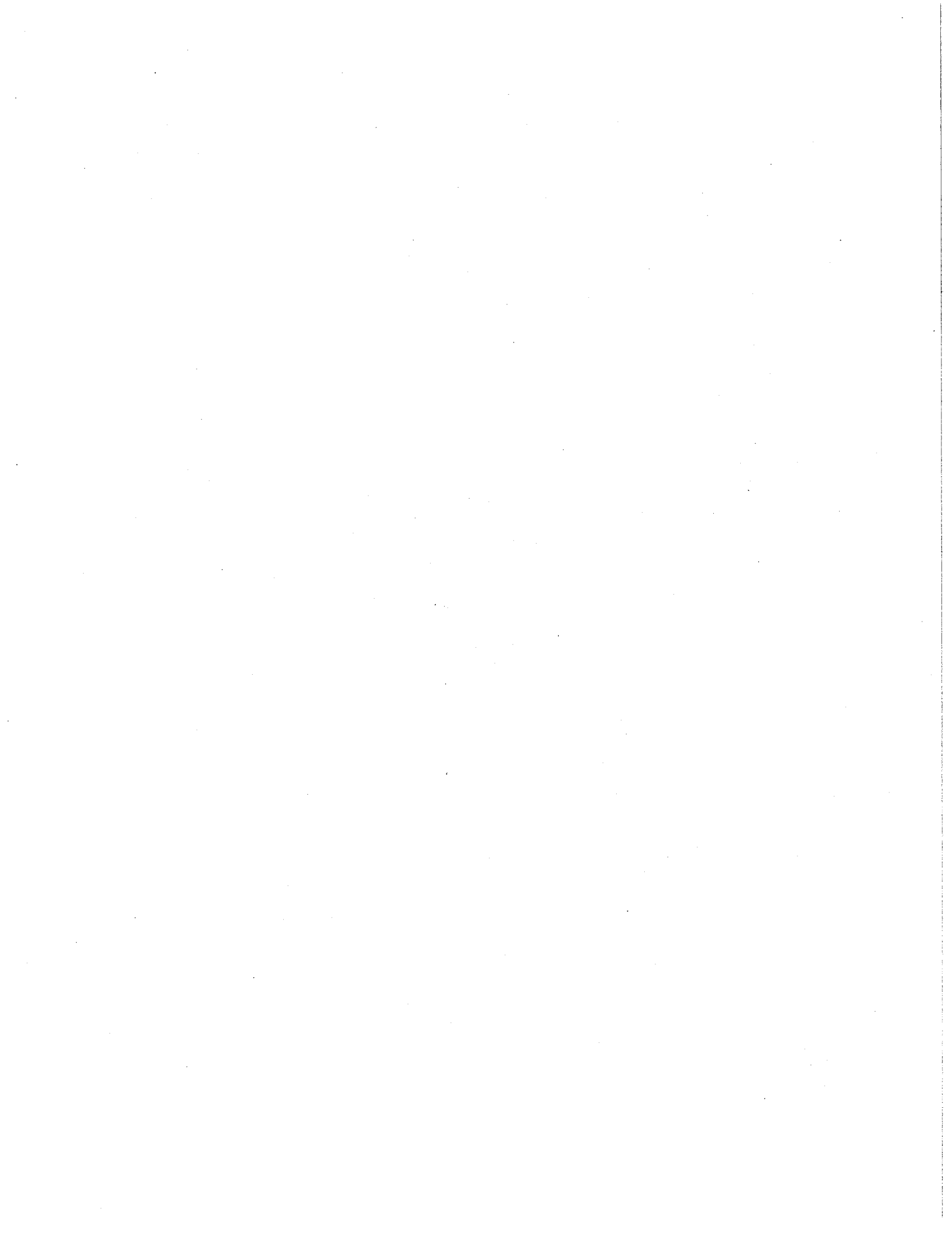
(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which RECIPIENT retains ownership or possession of the property.

9. That RECIPIENT shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that RECIPIENT, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That RECIPIENT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. RECIPIENT shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part



26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to RECIPIENT by STATE, acting for the U.S. Department of Transportation, and is binding on RECIPIENT, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.



## APPENDIX A TO ATTACHMENT E

During the performance of this Agreement, RECIPIENT, for itself, its assignees and successors in interest (hereinafter collectively referred to as RECIPIENT) agrees as follows:

(1) Compliance with Regulations: RECIPIENT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: RECIPIENT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. RECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by RECIPIENT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by RECIPIENT of the RECIPIENT's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: RECIPIENT shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to RECIPIENT's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, RECIPIENT shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts RECIPIENT has made to obtain the information.

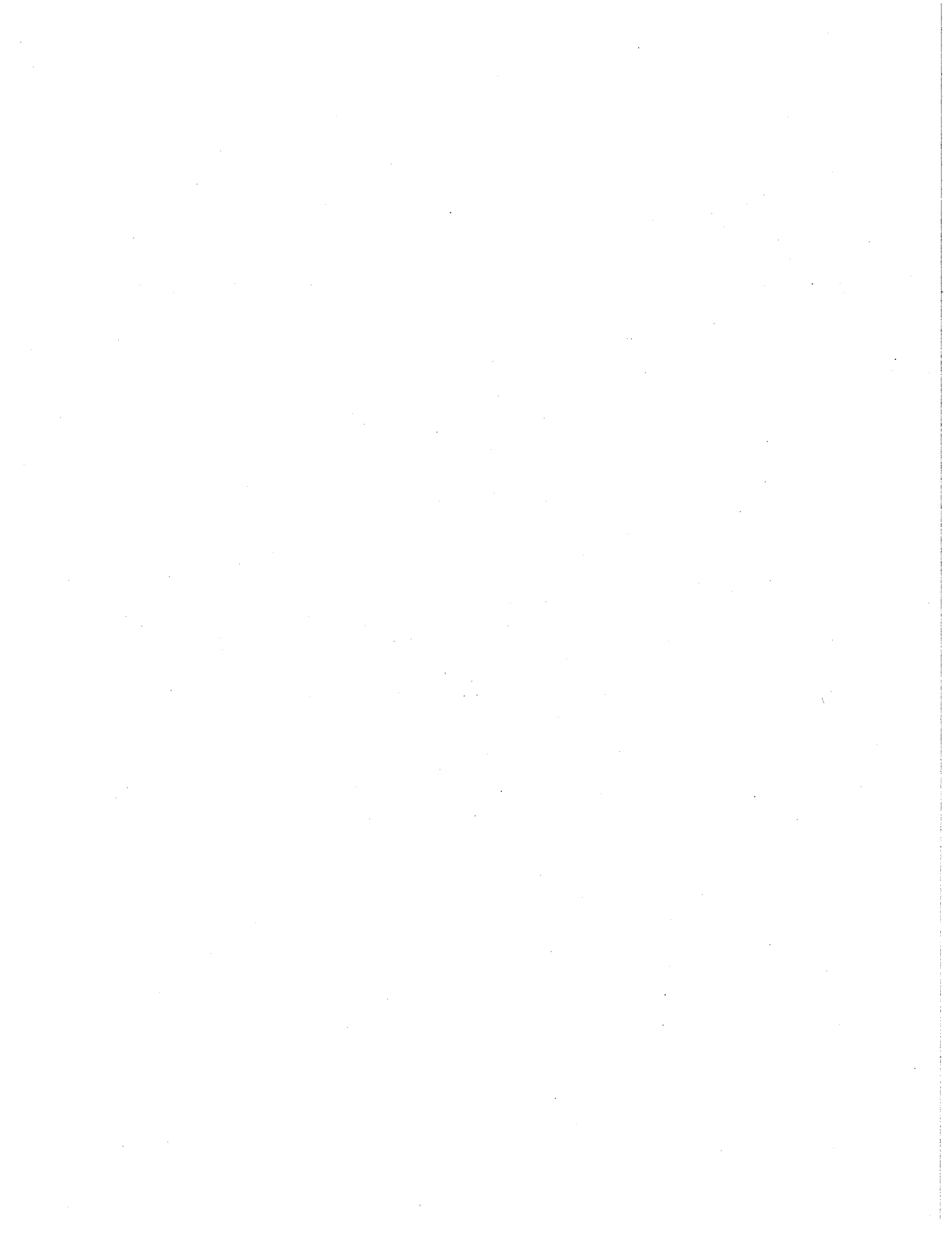
(5) Sanctions for Noncompliance: In the event of RECIPIENT's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to RECIPIENT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: RECIPIENT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

RECIPIENT shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance,



provided, however, that, in the event RECIPIENT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, RECIPIENT may request STATE enter into such litigation to protect the interests of STATE, and, in addition, RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.





APPENDIX B TO ATTACHMENT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that RECIPIENT shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the RECIPIENT all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto RECIPIENT and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on RECIPIENT, its successors and assigns.

RECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) \*

(2) that RECIPIENT shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



## APPENDIX C TO ATTACHMENT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by RECIPIENT, pursuant to the provisions of Assurance 7(a) of Attachment E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add 'as covenant running with the land') that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of RECIPIENT and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



APPENDIX D TO ATTACHMENT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the RECIPIENT, pursuant to the provisions of Assurance 7 (b) of Attachment E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of RECIPIENT, and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

