

SUPPLEMENT ONE TO MASTER FUNDING AGREEMENT

This Supplement Number 1 to Master Funding Agreement (“Supplement or “Project Supplement”) is entered into this _____ day of _____, 2018, by and between the Metropolitan Transportation Commission, a regional transportation planning agency established pursuant to California Government Code sections 66500 *et seq* (hereafter “MTC”) and the City of Santa Rosa, a municipal corporation (hereafter “AGENCY”) and supplements the Master Funding Agreement, dated _____, 2018, by and between MTC and AGENCY.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed eight hundred thousand dollars (\$800,000) in STP funding to AGENCY to fund the Downtown Station Area Specific Plan (as more fully described in Annex I hereto, the “Project”). The estimated budget and payment milestones for the Project are attached as Annex II hereto.

MTC will reimburse AGENCY for its actual eligible costs incurred for completed Project milestones or deliverables described in Annex II hereto.

Project work will commence September 2018, and be completed no later than March 31, 2021.

The exhibits to the Master Funding Agreement that are selected below are attached to this Supplement and incorporated herein by this reference:

- X Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- X Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- X Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- X Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

The MTC Project Manager for the Project is Ada Chan, (415) 820-7958, achan@bayareametro.gov. The AGENCY Project Manager for the Project is Patrick Streeter, (707) 543-4323, pstreeter@srcity.org.

This Supplement is supplemental to the Master Funding Agreement. All terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

**METROPOLITAN TRANSPORTATION
COMMISSION**

CITY OF SANTA ROSA

Steve Heminger, Executive Director

Chris Coursey, Mayor

Approved as to Form:

Office of the City Attorney

Attest:

City Clerk

Annex I
Project Description and Scope of Work

A. Project Background

On October 9, 2007, the Santa Rosa City Council adopted the Downtown Station Area Specific Plan (Specific Plan), which was the culmination of several years of hard work by numerous elected officials, City staff, and the community at large, including many interested business and neighborhood groups. The primary objective of the Specific Plan is to increase the number of residents and employees within walking distance (1/2 mile) of the Downtown Transit Mall and Sonoma Marin Area Rail Transit (SMART) station through the intensification of land uses in the Specific Plan area; specifically, the development of 3,409 new dwelling units, 197,500 square-feet of office and institutional uses, and 296,000 square-feet of retail uses within 20 years (2027).

Since the adoption of the Specific Plan ten years ago, halfway through its lifespan, approximately 100 residential units and 194,000 square-feet of office and retail uses have been constructed, with approximately 275 residential units and 107,000 square-feet of office and retail uses approved for future development. While a lack of vitality in the downtown can in part be attributed to market forces, feedback has indicated that the Specific Plan is too restrictive, in terms of development standards such as density and height, to finance and fully realize the City's need for high density downtown housing and job centers within walking distance to the Downtown SMART Station.

While there is currently no density cap in parts of the downtown, the Specific Plan, as well as the City's General Plan and Zoning Code, do include parking minimums and height restrictions that effectively limit the amount of housing that can be realized on a site. Further, the existing multi-family residential land uses identified in the Specific Plan include density ranges that may be lower than what would be feasible for downtown residential development to occur. With the devastating loss of housing due to wildfires in October 2017, coupled with a previously existing housing crisis, the City of Santa Rosa seeks to incentivize the development of new housing units, focusing on the downtown area, beyond the current projections outlined in both the General Plan 2035 and Plan Bay Area 2040.

To realize this vision of dense housing development in the downtown core, the City of Santa Rosa proposes an amendment to the existing Specific Plan, and associated amendments to the General Plan and Zoning Code. Amending the Specific Plan will allow the City to comprehensively address land use and transportation issues associated with intensification of housing development in the downtown, and will allow the development of an integrated plan which assesses infrastructure needs and costs, and provide an implementation guide. As part of the amendment, the City is interested in expanding the boundaries of the Specific Plan area to include the portion of the Downtown Core (as defined by the Santa Rosa General Plan) that is not currently within the boundaries of the Plan area (see attached map). A programmatic Environmental Impact Report was prepared for the Specific Plan, and was certified in 2007. The proposed amendment would include consideration of that

document and a potential addendum or supplemental analysis to address increased housing potential and an expansion of the Specific Plan boundaries.

B. Specific Plan Update Overview

Project Objectives

The planning effort will focus on evaluating existing and potential land uses; analyzing circulation and infrastructure conditions; and developing land use regulations, implementation strategies and design guidelines to encourage appropriate transit oriented development within the project area. The primary objectives to be achieved through the Downtown Station Area Specific Plan update are:

- Revisit the land use plan and policy framework of the existing plan to accommodate increased housing density downtown along with other transit supportive uses and improvements.
- Improvement of motorized, non-motorized and transit connectivity between the SMART station site, the Downtown Transit Mall, and existing and future adjacent commercial, residential, educational and governmental areas.
- Expand the boundaries of the Specific Plan area and the Priority Development Area (PDA), as identified by the Metropolitan Transportation Commission and the Association of Bay Area Governments, to the east to be consistent with the eastern boundary of Santa Rosa's Downtown Core, as defined in the City's General Plan.
- Development and implementation of urban design standards which promote walkable and livable environments within the project area.
- Prepare any necessary addenda or supplements to the adopted Environmental Impact Report.
- Inform the public about transit-oriented design concepts and the Specific Plan process through a comprehensive community involvement strategy.

Project Components

The Downtown Station Area Specific Plan update will be prepared in compliance with State law and granting agency requirements. The plan area is identified as a Transit Neighborhood for purposes of the Metropolitan Transportation Commission's Station Area Planning manual. Specific planning elements are required, as described below:

1. **PDA Profile.** A Priority Development Area (PDA) Profile was not completed for the Downtown Station Area Specific Plan. As such, a new PDA Profile will be completed that

will look at current conditions within the area, including the area proposed for expansion of the Plan area boundary. The amendment to the Specific Plan will then build on this information to create a profile about the population in the study area, including age, ethnicity, employment, income and poverty, travel mode to work, commute patterns, and vehicle availability. Information on existing land uses and vacant or underdeveloped land will also be refined. This basic demographic and land use information will inform the Specific Plan amendment.

2. **Community Involvement Strategy.** Community involvement will be a key component of the Specific Plan amendment. Stakeholders will be identified and outreach methods customized to ensure maximum involvement. Community stakeholders include residents, business owners, property owners, developers, transit agencies, and neighborhood groups. A Community Involvement Plan will be developed to ensure significant public involvement in identifying issues and envisioning future conditions in this area. Components of the Plan will include:

Community Advisory Committee (CAC). This group would include area residents, business owners, property owners, environmental groups, housing advocates, and members of the development community. The CAC will serve as a voice for the community to ensure that all feedback and interests are heard and reflected in the process.

Technical Advisory Committee (TAC). This group would include, but not be limited to, City staff from traffic engineering, transit, fire, water, recreation and parks, parking, housing, police, and the City Attorney's Office, as well as representatives from Sonoma County Permit and Resource Management, SMART, MTC/ABAG, Sonoma County Transportation Authority, Sonoma County Transit, and the Metropolitan Transportation Commission (MTC). Additional consultant, such as sewer and water modeling technicians, may be included as needed. The TAC will advise on technical aspects of the plan.

Community Workshops. Public meetings will be held at various stages of the planning process to introduce the project, vision a future, consider plan land uses, and study the transportation network.

Reaching those who do not normally participate. Strategies will be developed to involve lower income, non-English speaking persons, and young people in the planning process.

Interactive website. A project website will be established to provide information on the project and community meetings, but also to allow community members to comment and provide input through interactive means.

Visualization tools. Renderings, viewshed analyses, and photographic simulations will be developed to assist in community outreach and understanding of the proposal.

These materials should have a special focus on transition areas at the edge of the Plan area and adjacent to historic preservation districts, but the Plan area interior should also be included.

3. **Alternatives Analysis.** At least two alternatives will be prepared examining different future scenarios for higher residential density in the PDA, including the area outside of the PDA that is proposed for inclusion in the Specific Plan area boundary. The scenarios will be developed utilizing smart growth principles and will provide for a mix of housing types. The alternatives will include recommendations regarding adjustments to land use categories, modification of development standards, and the incorporation of form-based code. The alternatives will be developed based on input from community workshops and meetings of the TAC as well as the data developed through the PDA profile and market study. A report describing and analyzing the alternatives will be prepared to quantify development potential.
4. **Market Demand Analysis.** A market demand analysis will be conducted to assess future market conditions for higher density residential development in the downtown area, taking current conditions and long-range potential into consideration. The residential analysis will assess the future potential for housing of various types and at increased densities, at all levels of affordability. It will consider the likelihood of and benefits of transit-oriented residential development in the Plan area. The analysis will also assess future market conditions for associated services, such as a downtown grocery store.
5. **Affordable Housing/Anti-Displacement Strategy.** The affordable housing/anti-displacement strategy will aim to identify the need for affordable housing in the area, analyze the financial feasibility, and set forth strategies for development of such housing. It will also address whether displacement of existing residents is an issue and how existing units will be preserved. Policies and strategies to minimize displacement will be included.
6. **Multi-Modal Access and Connectivity.** This plan component will identify potential alterations to the existing CityBus system routes and frequencies as well as to the existing and proposed bicycle and pedestrian network to ensure that the increased residential units are well connected and served. Curb use hierarchy and drive-way management standards should be developed to support the land use and density goals. This plan component should consider improved transit infrastructure within the Plan area to improve the efficiency and effectiveness of transit operations. The plan will provide particular focus on ensuring that the transit, pedestrian, and bicycle networks provide well-designed connections to the SMART station and Downtown Transit Mall. CityBus will carefully review any recommendations and perform more detailed evaluations to determine their validity.
7. **Pedestrian-Friendly Design/Placemaking Strategy.** The amendment will rely on existing streetscape and placemaking designs from the 2007 Specific Plan and Santa Rosa Design Guidelines. No amendments to these elements are expected.

8. **Accessible Design.** The amendment will ensure that any changes to the Specific Plan address accessibility for people with disabilities. Additionally, policy shall address housing for persons with disabilities.
9. **Parking Analysis.** Analysis of existing parking requirements, parking demand, and inventory will be included, and will address the potential increase in density in the downtown core. Consideration will be given to potential parking reductions and transportation demand management (TDM) strategies given the area's transit opportunities, as well as creative solutions to providing parking.
10. **Implementation Plan and Financing Strategy.** An implementation section will be included in the amendment to identify actions and responsible entities to carry out the proposed changes. Strategies to finance actions and improvements and general timeframes for completion will be included.
11. **Infrastructure Development and Budget.** The amendment will assess the current public infrastructure, facilities, and services to determine whether deficiencies exist that could impact development. An action plan and cost estimate will be developed.

C. Overall Project Budget and Schedule

The City of Santa Rosa received an \$800,000 grant from the Metropolitan Transportation Commission (MTC) in May 2018 to prepare an update to the Downtown Station Area Specific Plan. The City is providing a match of 12%, which will be in the form of staff time to complete some portions of the project, including management of consultant contracts and facilitating the updates to the Specific Plan, General Plan, and Zoning Code. Community engagement will be conducted concurrently with the Specific Plan update and is expected to commence in late summer to early fall of 2018. The City is interested in an aggressive schedule for completion of the update and envisions a project timeline of six to twelve months.

A copy of the City's standard professional services agreement is attached. The consultant must be willing to accept the language and terms of the agreement.

D. Document Formatting

All documents shall be prepared in a user-friendly format that is compliant with the City's Americans with Disabilities Act (ADA) requirements. This shall include verifying that all PDFs submitted include legible text, and verifying that hyperlinks are not used in any public PDF documents.

The program used for preparation of the final plan shall be in a format that can be easily edited by the City in the future. For example, avoid producing the final plan in a landscape

version, bound by spiral rings. The document text, maps and other similar figures should be created in a program that is used by the City for possible future changes.

E. Scope of Work by Task

1. Task 1: PROJECT COMMENCEMENT AND COMMUNITY ENGAGEMENT STRATEGY

a. Project Commencement

The consultant(s) and City staff will meet to review and finalize the work scope and project schedule. The meeting will include a discussion of project goals, opportunities and constraints, provision of relevant background information and documents for the existing conditions analysis, arrangement of informational meetings with relevant city staff members, development of the community engagement program, and project management.

Deliverables:

1a.1: Project commencement meeting with City staff

1a.2: Memorandum summarizing the meeting (Word and PDF format)

b. Community Engagement Strategy

Due to the importance of community engagement in the Specific Plan update process, the City seeks a consultant capable of providing robust outreach and stakeholder participation.

With assistance from the City's Office of Community Engagement, City staff and the consultant will develop a community engagement strategy which will focus on reaching and including residents, business owners, property owners, local organized groups, community and faith-based organizations, schools, seniors, youth, and non-English speaking persons. The main goals of the strategy will be to:

- Engage as many of the residents, businesses, and property owners in and around the Specific Plan area as possible;
- Provide information to the community regarding the goals and policies of the existing Downtown Station Area Specific Plan;
- Invite input on features of the Specific Plan that have been successful and those that have been less successful;

- Provide information to the community regarding the purpose of the Specific Plan update and clearly describe the impacts and benefits and timing of its implementation; and
- Provide opportunities for community members and other key stakeholders to plan for the future of their community, including seeking input on the vision for the area, development of land use and circulation alternatives, and development of the final preferred alternative.

The strategy must include a broad spectrum of engagement techniques to ensure that people who are not generally aware or interested in planning related issues and who do not generally attend community meetings will participate. The strategy should consider focus groups and interviews, attendance at meetings of local business or neighborhood organizations, surveys, fact sheets, informational brochures, website, local media (including radio and TV appearances), one-on-one and small group meetings with residents and other members of the community, as well as informal meetings at local gathering areas and attendance at local events. The techniques should also address outreach to residents who are low income or are non-English speakers. New and innovative ideas for attracting interest in the project and increasing participation among the community is highly desired.

The strategy should also include an approach for contacting all business and property owners and residents within the plan boundaries as well as those up to 400 feet beyond the plan boundaries. The project budget should include the cost of preparing both English and Spanish versions of the community meeting notices, as well as any meeting materials, and translation at meetings and events. Meeting materials should include renderings, viewshed analyses, and photographic simulations.

In addition to the above-noted outreach efforts, a minimum of three community meetings/workshops and three Community Advisory Committee meetings are planned for the Specific Plan update process. City staff and the consultant will also hold small group and one-on-one conversations with residents, business owners, community leaders and other stakeholders throughout the process. The consultant would be expected to be present at community events, such as festivals or street markets, when the opportunity for community engagement presents itself.

Community Advisory Committee

The Community Advisory Committee will be made up of area residents, business owners, property owners, environmental groups, housing advocates, and members of the development community. The Committee members will be

identified and asked to participate through meetings with community members and leaders, and may be appointed by the City Council.

The purpose of the Community Advisory Committee is to involve the community in the Specific Plan update process, to be leaders and a voice for the community, and to ensure that their input and interests are heard and reflected. The group will help develop plan concepts and ensure that community sentiment is reflected in the plan. As part of the Specific Plan process, the committee will reflect and provide comments on the existing conditions report and identify land use preferences; review and provide comments regarding alternative land use and transportation alternatives; review and provide comments on the preferred land use and transportation alternative; and review and provide comments on the draft specific plan update.

Technical Advisory Committee

A Technical Advisory Committee (TAC) will be formed primarily to ensure technical accuracy of the Specific Plan update and associated environmental review. The TAC will be comprised of technical experts from City departments and partner agencies to provide feedback and ensure plan concepts can be achieved. TAC membership will be sought from, but will not be limited to: Sonoma County Transportation Authority, Sonoma County Transit, Golden Gate Transit, Sonoma County Permit and Resource Management and Health Services Departments, Sonoma-Marin Area Rail Transit, Santa Rosa City Schools, Santa Rosa Departments of: Planning and Economic Development, Housing and Community Services, Parking, Transportation and Public Works, Water, Fire, Police, Recreation and Parks, Office of Community Engagement, and City Attorney's Office.

Translation Services

Spanish translation services will be necessary for all notices, informational brochures, project websites, and workshops/meetings, including all information gatherings and attendance at local events.

Project Branding/Consistency

It will be important to create a clear and consistent identity for the Specific Plan update and its relationship to other downtown housing initiatives presently taking place. With that in mind, the consultant will help develop a project brand that will include naming, logo design, brand identity, icons, color scheme, message and tagline that will be used throughout the Specific Plan update process to identify the information presented as associated with the City's efforts to facilitate housing and development downtown. The branding will be developed in partnership with the Community Advisory Committee to ensure that it is something that the community can relate to and be inspired by.

Website

The consultant will work with City staff to develop a project website to provide background and meeting information, reports and maps related to the project. The project website will be part of the City's website (rather than a separate, outside website linked to the City's) and will have information available in English and Spanish. City staff will post information and keep the site current.

Deliverables:

1b.1: Community Engagement Strategy (Word and PDF format)

1b.2: Project branding, including development of name, logo, icons, message, etc.

1b.3: Visualization tools, including renderings and visual simulations (physical and electronic format)

1b.4: Project website

2. Task 2: PDA PROFILE, EXISTING CONDITIONS AND OPPORTUNITIES, MARKET DEMAND ANALYSIS, AND AFFORDABLE HOUSING AND ANTI-DISPLACEMENT STRATEGY

a. **PDA Profile**

To understand the demographic and socio-economic characteristics of the planning area, along with travel patterns, vehicle ownership, transit use, and existing land use conditions, a profile of the plan area shall be developed. The Priority Development Area Profile shall include, but not be limited to: population; age, ethnicity, language spoken, place of birth, disability, household characteristics, employment, place of work, income, travel mode to work, existing land uses by type, park acres, recreational amenities, schools, and services. Known issues which should be addressed in the planning process shall be included. The eastern boundary of the PDA as defined by MTC-ABAG should be extended to match the General Plan's downtown core eastern boundary.

b. **Existing Conditions and Opportunities**

Building on the profile, an existing conditions and opportunities map and report will be developed. The consultant will evaluate the existing physical and regulatory conditions in the project study area. Information to be included: existing land use, including the number of existing affordable and market rate dwelling units; physical conditions, including structures in poor or deteriorating condition; environmental conditions, including areas of known soil or groundwater contamination; urban form; pending and approved development projects; planned public and private improvement projects; circulation network; transit use; historic resources; market conditions and development potential. Based on analysis of existing conditions, opportunities in the plan area shall be identified, along with potential constraints.

c. Market Demand Analysis

A market demand analysis will be conducted to assess future market conditions for residential, commercial, and industrial development in the Plan area, taking current conditions, the current Specific Plan, the proposed update, and long range potential into consideration. Projected absorption of dwelling units and square footage by non-residential use will be included for the planning period.

The residential analysis will assess the future potential for housing of various types and at increased densities, at all levels of affordability. It will consider the likelihood and benefits of transit oriented residential development in Plan area. The commercial analysis will assess trends in retail, office, and industrial development in the area as well as future potential by type. The potential for employment in each of these areas shall be included.

d. Affordable Housing and Anti-Displacement Strategy

Taking into account the findings of the PDA Profile and the Market Demand Analysis, the consultant will develop a strategy to provide existing and future Plan 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 or Citywide policy recommendations such as, but not limited to, zoning changes or incentives, to address any obstacles to providing affordable housing identified in the Market Demand Analysis.

To limit or prevent displacement in the Plan area, the Strategy should identify how non-subsidized affordable housing units in or near the Plan area may be impacted by the Specific Plan build-out. The Santa Rosa Housing Authority should be consulted during this process. 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.

Deliverables:

2a.1: Priority Development Area Profile, including proposed new eastern extent, 10 hard copies and PDF format

2b.2: Existing Conditions and Opportunities Report, 10 hard copies and PDF format

2b.3: Existing Conditions and Opportunities Map, 2 hard copies and PDF format

2c.4: Market Demand Analysis, 10 hard copies and PDF format

2d.5: Affordable Housing and Anti-Displacement Strategy, 10 hard copies and PDF format

3. Task 3: FIRST OUTREACH MEETINGS

The first meetings of the Community Advisory Committee, TAC and the community, as well as the first outreach efforts at local events and community groups, will occur after completion of the existing conditions and opportunities analysis. The purpose of the meetings is to understand the community's vision of the Downtown Station Area and solicit input on opportunities, issues, and hopes for the area. The consultant will develop a process/survey/exercises to understand community preferences regarding the Plan area. Use of photo simulations and development prototypes to help identify preferences should be employed, as well as community asset mapping, allowing the community to identify assets or concepts for improving the area. The meetings will provide input regarding community interests that will help in the development of two land use and circulation alternatives. The consultant will lead all of these meetings.

The consultant will outline the TAC's role, present plan area existing conditions and opportunities, and receive feedback from committee members regarding information presented.

Deliverables:

3.1: Community Advisory Committee Meeting 1 notice/agenda in English and Spanish (Word and PDF format)

3.2: Community Advisory Committee Meeting 1, including attendance and facilitation, and all necessary meeting materials (with translation services)

3.3: Community Advisory Committee Meeting summary in English and Spanish (Word and PDF format)

3.4: Community Meeting 1 notice/agenda in English and Spanish (Word and PDF format)

3.5: Community Meeting 1, including attendance and facilitation, and all necessary meeting materials (with translation services)

3.6: Community Meeting 1 summary in English and Spanish (Word and PDF format)

3.7: Technical Advisory Committee Meeting 1, including attendance and facilitation, and all necessary meeting materials

3.8: Technical Advisory Committee Meeting 1 summary in English and Spanish (Word and PDF format)

3.9: Consultant/staff meetings with community groups, residents, business owners, etc.

4. Task 4: LAND USE AND CIRCULATION ALTERNATIVES

Following the initial meetings and outreach, the consultant shall develop the land use and circulation alternatives. The scenarios should be developed to support bus transit as well as to facilitate pedestrian and bicycle access to the downtown Sonoma-Marín Area Rail Transit (SMART) station and the Downtown Transit Mall. Alternatives should promote development of healthy, walkable neighborhoods and enhance opportunities

for residents to easily access services and facilities throughout the Plan area and beyond the boundary. Changes to development standards or incorporation of form based code may be considered. The alternatives should consider information prepared through the planning process and from outreach conducted.

Each alternative shall address:

- Achievement of a mix of housing units with proximity to daily services;
- The effects of increased building height, increased density, and a modal split of reduced parking within the Plan area and increased transit, walking, and bicycle;
- Distribution and quantification of proposed new uses, including dwelling units by type and non-residential square footage by type and associated jobs; and
- Motor vehicle, transit, bicycle, and pedestrian circulation;
- Roadway design alternatives to support retail and commercial uses, including sidewalk width, public amenities/furniture and on-street parking;
- Location and design of public spaces, sustainability features and community facility options, illustrating how these fit into the built environment.

A multi-modal transportation analysis shall be prepared for each alternative and will include an evaluation of Vehicle Miles Traveled (VMT); a comparison of how each addresses connectivity to services, schools, jobs, and transit; an intersection Level of Service (LOS) analysis, for Santa Rosa General Plan consistency purposes; and a multimodal travel simulation analysis to guide design alternatives to enhance the experience for motor vehicles, transit, bicycle, and pedestrian travel in addition to identifying where improvements can be made to reduce greenhouse gas emissions due to vehicle delay and idling. The findings of the study shall be summarized in a technical memorandum and utilized as appropriate in the alternatives report described below.

A report and maps describing and analyzing the alternatives will be prepared to quantify development potential in terms of housing units, non-residential floor area, population and employment. Projected population and jobs for each alternative shall be included. The report and maps should be easy to understand and clearly differentiate between the alternatives.

Presentation of Land Use and Circulation Alternatives:

The consultant will present the alternatives to the TAC for review, feedback, and possible refinement prior to presentation at the Community Advisory Committee, Community Meeting 2, and at local events and gathering areas. At these meetings, the

consultant shall utilize fun and interactive techniques to understand participants' preferences. This may result in a clear preference for one alternative or in a hybrid concept which combines components of each.

Based upon input received, the consultant shall develop a preferred land use and circulation alternative which will serve as the basis for the Specific Plan update. This Plan will be presented to the TAC, and refinements will be made to the preferred alternative prior to its presentation to the Community Advisory Committee, at Community Meeting 3, and local events and gathering areas. Input received will be used to refine the alternative and develop the preferred alternative.

Deliverables:

- 4.1: Large format display graphics illustrating the alternative land use and circulation plans with additional sketches, visual simulations, elevations, and street sections needed to convey each alternative, 2 hard copies and PDF format*
- 4.2: Land Use and Circulation Alternatives Report, 10 hard copies and PDF format*
- 4.3: Quantified development potential for each alternative*
- 4.4: Traffic and Circulation Study for each alternative, 10 hard copies and PDF format*
- 4.5: Technical Advisory Committee Meeting 2, including attendance and facilitation, and all necessary meeting materials*
- 4.6: Technical Advisory Committee Meeting 2 summary in English and Spanish (Word and PDF format)*
- 4.7: Community Advisory Committee Meeting 2 notice/agenda in English and Spanish (Word and PDF format)*
- 4.8: Community Advisory Committee Meeting 2, including attendance and facilitation, and all necessary meeting materials (with translation services)*
- 4.9: Community Advisory Committee Meeting 2 summary in English and Spanish (Word and PDF format)*
- 4.10: Community Meeting 2 notice/agenda in English and Spanish (Word and PDF format)*
- 4.11: Community Meeting 2, including attendance and facilitation, and all necessary meeting materials (with translation services)*
- 4.12: Community Meeting 2 summary in English and Spanish (Word and PDF format)*
- 4.13: Consultant/staff meetings with community groups, residents, business owners, etc.*

5. Task 5: PREFERRED ALTERNATIVE

Based on input received at the second Community Advisory Committee and Community meetings, as well as input received from other methods of community outreach, the consultant, in consultation with City staff and the Technical Advisory Committee, will develop a preferred land use and circulation alternative which will serve as a basis for the draft Specific Plan.

The preferred alternative will be presented to the TAC for review and feedback. Following the TAC meeting, the preferred alternative may be refined for presentation at Community Advisory Committee Meeting 3 and Community Meeting 3, and any other methods of outreach. The consultant shall present the preferred land use and circulation alternative at each of these meetings/gatherings. The community will be asked to respond to the preferred plan. Input received shall be used to refine the alternative and develop the draft Specific Plan.

Deliverables:

- 5.1: Large format graphic illustrating preferred land use and circulation plan, 2 hard copies and PDF format*
- 5.2: Quantified development potential and traffic analysis for preferred alternative*
- 5.3: Technical Advisory Committee Meeting 3, including attendance and facilitation, and all necessary meeting materials*
- 5.4: Technical Advisory Committee Meeting 3 summary in English and Spanish (Word and PDF format)*
- 5.5: Community Advisory Committee Meeting 3 notice/agenda in English and Spanish (Word and PDF format)*
- 5.6: Community Advisory Committee Meeting 3, including attendance and facilitation, and all necessary meeting materials (with translation services)*
- 5.7: Community Advisory Committee Meeting 3 summary in English and Spanish (Word and PDF format)*
- 5.8: Community Meeting 3 notice/agenda in English and Spanish (Word and PDF format)*
- 5.9: Community Meeting 3, including attendance and facilitation, and all necessary meeting materials (with translation services)*
- 5.10: Community Meeting 3 summary in English and Spanish (Word and PDF format)*
- 5.11: Consultant/staff meetings with community groups, residents, business owners, etc.*

6. Task 6: INFRASTRUCTURE DEVELOPMENT AND SERVICES PLAN

The consultant shall prepare an Infrastructure Development and Services Plan and Budget to determine, at a preliminary engineering level, infrastructure needed to support land uses and improvements identified in the preferred alternative. The analysis shall describe infrastructure conditions and improvements needed to support the plan in terms of water, wastewater, storm drainage (including low impact development), electricity, gas, cable, telephone service, internet/fiber, transportation, greenways, and parks. Distinction shall be made between improvements needed for existing versus future development so future costs can be appropriately attributed. Consideration should be given to ideas such as green infrastructure. In addition, increased demand for public services such as transit, schools, police, and fire required to serve the Plan area should be identified, with an estimate of costs associated with providing those services. The plan and budget shall:

- Analyze and summarize existing and needed service capacities;
- Assess the services envisioned in the existing Specific Plan and those that would be needed with the preferred alternative;
- Include phasing and construction issues and strategies;
- Provide descriptions of needed public improvements, including street improvements to City standard, traffic and transit improvements (both capital and service), upsizing of water and wastewater mains and storm drains, undergrounding utilities, and park acquisition and development costs;
- Provide descriptions of needed improvements associated with private utilities, such as natural gas, electric, phone, cable and internet connectivity.
- Provide descriptions of any changes required to public services and facilities; and
- Provide cost estimates and phasing recommendations for needed improvements and services by system or type within the Plan area

Deliverables:

6.1: Infrastructure Development and Financing Strategy Report, 10 hard copies and PDF format

7. Task 7: SPECIFIC PLAN UPDATE DOCUMENT

The consultant shall prepare a draft updated Specific Plan in compliance with state law. The updated Specific Plan will serve as the City's long range, comprehensive land use, circulation, and implementation plan for guiding development within the Plan boundary. The Specific Plan shall contain the following components:

- *Planning Process.* Description of the process to develop the Plan and the role the public played in creating the Plan.
- *Land Use/Housing.* Description of land use designations, including number of units, square footage of non-residential uses, mixed use, and employment generating land uses. Population and job projections shall be included. Policies related to the Market Demand Analysis and Affordable Housing and Anti-Displacement Strategy shall be included. Visitable and habitable units for disabled persons near Downtown SMART station and Downtown Transit Mall shall be addressed, including that 10 percent of new townhomes within one-half mile of the station be habitable by

persons with disabilities. Changes to development standards or implementation of form based code may be considered.

- *Health and Equity Planning.* Description of health and equity considerations, including pedestrian and bicycle connections to schools, parks, services and transit, and enhanced connectivity that encourages physical activity. Personal safety shall also be addressed, through evaluation of street lighting, opportunities for “eyes on the street,” and other Crime Prevention through Environmental Design techniques. Social, economic, transportation, and environmental equity, as well as features beneficial to community members, shall also be addressed. Progress indicators to monitor and measure the Plan’s achievement of health and equity goals, among others, shall be considered.
- *Transportation.* Description of circulation for motor vehicles, transit, bicycles, and pedestrians. New streets, paths and connections shall be included. Policies regarding complete streets and the transportation element of the City’s Climate Action Plan shall also be included.
- *Public Services.* Includes information about services and infrastructure needed to implement the updated Plan. This should include specific policies regarding utilities, public safety, parks, educational facilities, libraries, and cultural facilities.
- *Access and Connectivity Plan.* Addresses access to and through the Plan area with specific focus on connecting housing, commercial and retail with the Plan area to the Downtown Transit Mall and Downtown SMART station by all transportation modes including walking, bicycling, driving, and transit. Accessible design for disabled and elderly persons should be a component of this section.
- *Implementation and Financing Plan.* Identifies actions and strategies for Plan implementation, along with completion date estimates, phasing, and cost estimates. Includes infrastructure improvements needed for Plan implementation.

An administrative draft Specific Plan shall be prepared for review by City staff and the TAC. Comments received shall be incorporated into the public review draft Specific Plan.

The consultant shall conduct Community Advisory Committee and Community Meetings, and any other method of outreach, following preparation and release of the draft Specific Plan to present the plan and to receive public comment and input.

Deliverables:

7.1: Administrative Draft Specific Plan, 10 hard copies and PDF format

7.2: Public Review Draft Specific Plan, 20 hard copies and PDF format

7.3: Community Advisory Committee Meeting 4 notice/agenda in English and Spanish, if necessary (Word and PDF format)

7.4: Community Advisory Committee Meeting 4, including attendance and facilitation, and all necessary meeting materials, if necessary (with translation services)

7.5: Community Advisory Committee Meeting 4 summary in English and Spanish, if necessary (Word and PDF format)

7.6: Community Meeting 4 notice/agenda in English and Spanish (Word and PDF format)

7.7: Community Meeting 4, including attendance and facilitation, and all necessary meeting materials (with translation services)

7.8: Community Meeting 4 summary in English and Spanish (Word and PDF format)

7.9: Consultant/staff meetings with community groups, residents, business owners, etc.

8. Task 8: GENERAL PLAN AND ZONING AMENDMENTS

The land use consultant and City staff will evaluate properties within the project boundaries to determine which sites, if any, need General Plan land use amendments. The existing Santa Rosa General Plan land use designations will be utilized. In consultation with the project consultant, City staff will work to incorporate any text or policy amendments within the General Plan, including revisions to population and job projections.

City staff will also evaluate properties within the project boundaries to determine which sites need to be rezoned and/or pre-zoned for consistency with the Specific Plan update and the Santa Rosa General Plan. Existing Santa Rosa zoning districts will be utilized.

City staff will evaluate the Santa Rosa Zoning Code to determine if amendments will be necessary for consistency with the Specific Plan update. If amendments are necessary, City staff, in consultation with the project consultant, will draft the proposed amendments. These amendments could include changes to development standards or implementation of form based code within the Plan area.

Deliverables:

8.1: List of properties, and associated maps, needing General Plan land use designation amendments, and to what designation they will be amended (Word and PDF format)

8.2: List of General Plan text amendments (Word and PDF format)

8.3: List of properties needing rezoning (Word and PDF format)

8.4: List of Zoning Code text amendments (Word and PDF format)

9. Task 9: ENVIRONMENTAL ANALYSIS

The land use consultant shall review the adopted and certified Downtown Station Area Specific Plan Environmental Impact Report (EIR) and determine the appropriate process for conducting the Specific Plan update, in a manner consistent with the provisions of

the California Environmental Quality Act. The consultant shall also prepare responses to comments received during the public review period, a mitigation monitoring program, and statement of overriding considerations, as necessary. The environmental analysis shall be reviewed in the following areas:

- *Land Use Consistency and Compatibility.* The EIR will describe existing land use and development patterns and evaluate the proposed project's consistency with adopted City plans and policies.
- *Population, Housing and Employment.* The environmental analysis will analyze projected population, housing and employment impacts of the draft Specific Plan update.
- *Transportation and Circulation.* The environmental analysis will define and establish both the Transit Priority Area(s) with the Plan area and Vehicle Miles Traveled (VMT) standards as recommended by the Governor's Office of Planning and Research for residential, office and retail development. The analysis will further analyze VMT per capita associated with the proposed land uses within the Plan area. A multi-model transportation simulation for planning purposes may be necessary to identify mitigations likely to reduce VMT.
- *Air Quality.* The environmental analysis will address the project's impact on air pollutants and their precursors as well as localized carbon monoxide impacts utilizing the appropriate air quality modeling tools. The analysis will address both operational, including vehicular emissions (long term) and construction level (short term) impacts on local and regional air quality.
- *Noise.* The environmental analysis will address the potential impacts on ambient noise levels from any construction related noise as well as potential impacts on ambient noise from the proposed project (buildout of proposed land uses).
- *Biological Resources.* The environmental analysis will analyze the project's short term (construction) impacts as well as long term impacts on biological resources, including special status species.
- *Water/Wastewater.* The environmental analysis will analyze and address the project's construction and operational impacts to the water and wastewater systems, water supply and wastewater capacity to serve buildout of the General Plan. If necessary, a Water Supply Assessment will be completed for the project and will be available to the environmental consultant.
- *Hydrology/Flooding.* The environmental analysis will analyze the stormwater system, potential flooding impacts and water quality.

- *Public Services.* The environmental analysis will evaluate the potential impacts to public services such as schools, parks, solid waste disposal, police, fire, and utilities.
- *Cultural and Historic Resources.* The environmental analysis will evaluate potential impacts to cultural and historic resources.
- *Visual Quality.* Scenic, natural, cultural and historic assets are evaluated and potential impacts of the project identified.
- *Geology and Seismicity.* The environmental analysis will examine geologic and seismic conditions, addressing ground shaking and liquefaction potential from earthquakes.
- *Hazardous Materials/Toxics.* The environmental analysis will describe hazardous materials which exist in the Santa Rosa Urban Growth Boundary and assess the potential exposure to these hazards through development anticipated in the General Plan.
- *Energy/Climate Change.* Changes in energy consumption anticipated through implementation of the draft Specific Plan update shall be analyzed. Greenhouse gas emissions anticipated with the project shall be included. The environmental analysis shall analyze how development anticipated by the Specific Plan will be affected by climate change and how implementation of the Plan will affect climate change. While analysis of this topic is evolving, this environmental analysis should include the most current thinking and practice regarding impacts of greenhouse gas emissions.

In addition, the environmental analysis shall include discussion of growth inducing and cumulative impacts, and significant, unavoidable impacts, if any. A range of reasonable alternatives to the draft Specific Plan update shall be evaluated, including the “No Project” alternative. A Mitigation Monitoring Program shall also be developed.

If required, pursuant to CEQA, the consultant will facilitate a scoping meeting and a public hearing on the environmental analysis at the Planning Commission. The consultant shall prepare responses to comments received during the public review period and at the public hearing on the environmental analysis. The consultant shall coordinate the printing of the any and all final environmental documents.

Deliverables:

9.1: Notice of Preparation/Scoping Meeting in English and Spanish (if needed)

9.2: Public scoping meeting for environmental analysis preparation (if needed, with translation services)

- 9.3: Administrative draft environmental analysis, 10 hard copies and PDF format*
- 9.4: Draft environmental analysis, 20 copies and PDF format*
- 9.5: Final environmental analysis (including draft environmental analysis and response to comments) 20 copies and PDF format*

10. Task 10: PRESENTATION AND ADOPTION OF DRAFT SPECIFIC PLAN AND ENVIRONMENTAL ANALYSIS

The consultant, with staff participation, will work with City staff to prepare the Planning Commission and City Council packet materials, including the staff report, PowerPoint presentation, resolutions and ordinances, and present the draft Specific Plan update, and any necessary environmental analysis, at public hearings before the Commission and Council. The consultant shall make any final revisions to the Specific Plan and environmental analysis based on changes adopted by the City Council. The consultant shall coordinate printing of the adopted Specific Plan.

Deliverables:

- 10.1: Planning Commission staff report, PowerPoint presentation and resolutions*
- 10.2: Presentation of draft Specific Plan update at up to two (2) Planning Commission public hearings*
- 10.3: City Council staff report, PowerPoint presentation, resolutions and ordinances*
- 10.4: Presentation of draft Specific Plan update at up to two (2) City Council public hearings*
- 10.5: Adopted Specific Plan, 20 hard copies*
- 10.6: Adopted Specific Plan, electronic copy in Word and PDF format (graphics/maps shall be prepared in a graphics file in a format that is editable by the City)*

Annex II
Project Schedule, Budget and Payment

Task	Deliverables	MTC Contribution	RECIPIENT Match	Total Cost	Completion Date (based on 9/24/18 start date)
1	<p>Project Commencement and Community Engagement Strategy <i>1a.1: Project commencement meeting with City staff</i> <i>1a.2: Memorandum summarizing the meeting</i> <i>1b.1: Community Engagement Strategy</i> <i>1b.2: Project branding, including development of name, logo, icons, message, etc.</i> <i>1b.3: Visualization tools, including renderings and visual simulations</i> <i>1b.4: Project website</i></p>	\$36,364	\$5,091	\$41,455	10/25/2018
2	<p>PDA Profile, Existing Conditions and Opportunities, Market Demand Analysis, Affordable Housing and Anti-Displacement Strategy <i>2a.1: Priority Development Area Profile, including proposed new eastern extent</i> <i>2b.2: Existing Conditions and Opportunities Report</i> <i>2b.3: Existing Conditions and Opportunities Map</i> <i>2c.4: Market Demand Analysis</i> <i>2d.5: Affordable Housing and Anti-Displacement Strategy</i></p>	\$109,091	\$17,273	\$126,364	11/30/2018
3	<p>First Outreach Meetings <i>3.1: Community Advisory Committee Meeting 1 notice/agenda in English and Spanish</i> <i>3.2: Community Advisory Committee Meeting 1, including attendance and facilitation, and all necessary meeting materials (with translation services)</i> <i>3.3: Community Advisory Committee Meeting summary in English and Spanish</i> <i>3.4: Community Meeting 1 notice/agenda in English and Spanish</i></p>	\$36,364	\$5,091	\$41,455	12/28/2018

	<p>3.5: <i>Community Meeting 1, including attendance and facilitation, and all necessary meeting materials (with translation services)</i></p> <p>3.6: <i>Community Meeting 1 summary in English and Spanish</i></p> <p>3.7: <i>Technical Advisory Committee Meeting 1, including attendance and facilitation, and all necessary meeting materials</i></p> <p>3.8: <i>Technical Advisory Committee Meeting 1 summary in English and Spanish</i></p> <p>3.9: <i>Consultant/staff meetings with community groups, residents, business owners, etc.</i></p>				
<p>4</p>	<p>Land Use and Circulation Alternatives</p> <p>4.1: <i>Large format display graphics illustrating the alternative land use and circulation plans with additional sketches, elevations, and street sections needed to convey each alternative</i></p> <p>4.2: <i>Land Use and Circulation Alternatives Report</i></p> <p>4.3: <i>Quantified development potential for each alternative</i></p> <p>4.4: <i>Traffic and Circulation Study for each alternative</i></p> <p>4.5: <i>Technical Advisory Committee Meeting 2, including attendance and facilitation, and all necessary meeting materials</i></p> <p>4.6: <i>Technical Advisory Committee Meeting 2 summary in English and Spanish</i></p> <p>4.7: <i>Community Advisory Committee Meeting 2 notice/agenda in English and Spanish</i></p> <p>4.8: <i>Community Advisory Committee Meeting 2, including attendance and facilitation, and all necessary meeting materials (with translation services)</i></p> <p>4.9: <i>Community Advisory Committee Meeting 2 summary in English and Spanish</i></p> <p>4.10: <i>Community Meeting 2 notice/agenda in English and Spanish</i></p> <p>4.11: <i>Community Meeting 2, including attendance and facilitation, and all necessary meeting materials (with translation services)</i></p> <p>4.12: <i>Community Meeting 2 summary in English and Spanish</i></p>	<p>\$109,091</p>	<p>\$17,273</p>	<p>\$126,364</p>	<p>1/25/2019</p>

	4.13: Consultant/staff meetings with community groups, residents, business owners, etc.				
5	<p>Preferred Alternative</p> <p>5.1: Large format graphic illustrating preferred land use and circulation plan</p> <p>5.2: Quantified development potential and traffic analysis for preferred alternative</p> <p>5.3: Technical Advisory Committee Meeting 3, including attendance and facilitation, and all necessary meeting materials</p> <p>5.4: Technical Advisory Committee Meeting 3 summary in English and Spanish</p> <p>5.5: Community Advisory Committee Meeting 3 notice/agenda in English and Spanish</p> <p>5.6: Community Advisory Committee Meeting 3, including attendance and facilitation, and all necessary meeting materials (with translation services)</p> <p>5.7: Community Advisory Committee Meeting 3 summary in English and Spanish</p> <p>5.8: Community Meeting 3 notice/agenda in English and Spanish</p> <p>5.9: Community Meeting 3, including attendance and facilitation, and all necessary meeting materials (with translation services)</p> <p>5.10: Community Meeting 3 summary in English and Spanish</p> <p>5.11: Consultant/staff meetings with community groups, residents, business owners, etc.</p>	\$72,727	\$8,182	\$80,909	2/22/2019
6	<p>Infrastructure Development and Services Plan</p> <p>6.1: Infrastructure Development and Financing Strategy Report, 5 hard copies and PDF format</p>	\$72,727	\$8,182	\$80,909	3/29/2019
7	<p>Specific Plan Document</p> <p>7.1: Administrative Draft Specific Plan</p> <p>7.2: Public Review Draft Specific Plan</p> <p>7.3: Community Advisory Committee Meeting 4 notice/agenda in English and Spanish, if necessary</p> <p>7.4: Community Advisory Committee Meeting 4, including attendance and facilitation, and</p>	\$109,091	\$17,273	\$126,364	4/26/2019

	<p><i>all necessary meeting materials, if necessary (with translation services)</i></p> <p><i>7.5: Community Advisory Committee Meeting 4 summary in English and Spanish, if necessary</i></p> <p><i>7.6: Community Meeting 4 notice/agenda in English and Spanish</i></p> <p><i>7.7: Community Meeting 4, including attendance and facilitation, and all necessary meeting materials (with translation services)</i></p> <p><i>7.8: Community Meeting 4 summary in English and Spanish</i></p> <p><i>7.9: Consultant/staff meetings with community groups, residents, business owners, etc.</i></p>				
8	<p>General Plan and Zoning Amendments</p> <p><i>8.1: List of properties, and associated maps, needing General Plan land use designation amendments, and to what designation they will be amended</i></p> <p><i>8.2: List of General Plan text amendments</i></p> <p><i>8.3: List of properties needing rezoning</i></p> <p><i>8.4: List of Zoning Code text amendments</i></p>	\$36,365	\$7,091	\$43,456	5/31/2019
9	<p>Environmental Analysis</p> <p><i>9.1: Notice of Preparation/Scoping Meeting in English and Spanish (if needed)</i></p> <p><i>9.2: Public scoping meeting for environmental analysis preparation (if needed, with translation services)</i></p> <p><i>9.3: Administrative draft environmental analysis</i></p> <p><i>9.4: Draft environmental analysis</i></p> <p><i>9.5: Final environmental analysis (including draft environmental analysis and response to comments)</i></p>	\$145,455	\$13,182	\$158,637	6/28/2019
10	<p>Presentation and Adoption of Draft Specific Plan and Environmental Analysis</p> <p><i>10.1: Planning Commission staff report, PowerPoint presentation and resolutions</i></p> <p><i>10.2: Presentation of draft Specific Plan update at up to two (2) Planning Commission public hearings</i></p> <p><i>10.3: City Council staff report, PowerPoint presentation, resolutions and ordinances</i></p>	\$72,725	\$10,452	\$83,177	8/30/2019

<p>10.4: Presentation of draft Specific Plan update at up to two (2) City Council public hearings</p> <p>10.5: Adopted Specific Plan, hard copies</p> <p>10.6: Adopted Specific Plan, electronic copy</p>				
TOTAL	\$800,000	\$109,090	\$909,090	11 Months

EXHIBIT B-1
ADDITIONAL TERMS AND CONDITIONS (GENERAL)

A. INSURANCE REQUIREMENTS

AGENCY shall, at its own expense, obtain and maintain (and/or cause its subconsultant(s) to obtain and maintain, as applicable) the types of insurance and financial security listed (if any) in the applicable attachment or exhibit to the relevant Supplement against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under such Supplement, and in effect at all times for the duration of such Supplement. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better, or as otherwise specified in the applicable Supplement. Notwithstanding anything to the contrary, AGENCY may satisfy the insurance requirements herein utilizing self-insurance providing equivalent coverage.

B. CLAIMS OR DISPUTES

Unless otherwise directed in writing by MTC, AGENCY shall continue performance under this Agreement while any matters in dispute are being resolved. Further, MTC shall pay AGENCY for any undisputed work performed by AGENCY prior to or during the resolution of the matters in dispute. In the event there is a dispute concerning the interpretation of this Agreement or any aspect of the Project that the Project Managers are unable to resolve, the Project Manager for either MTC or AGENCY may request that an ad hoc Dispute Resolution Committee ("DRC") be convened to resolve the dispute. The DRC shall consist of two members, one appointed by the MTC Executive Director and the other appointed by the Chief Executive Officer of AGENCY. The responsibility of chairing each ad hoc DRC shall alternate between the agencies, beginning with MTC. Further, disputes between MTC and AGENCY that cannot be resolved by the DRC may be submitted to alternative dispute resolution, as agreed to by the parties. Fees and expenses of the mediator will be borne equally.

EXHIBIT B-2
ADDITIONAL TERMS AND CONDITIONS
FEDERALLY REQUIRED CLAUSES

1. **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e); 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, for FTA-funded projects, 49 U.S.C. § 5332 and any implementing requirements that FTA may issue. AGENCY agrees that it will 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.

2. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY**

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.

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

3. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21). For FTA-funded projects, AGENCY further agrees to comply with the current FTA Circular 4702.1A, "Nondiscrimination Guidelines for FTA Recipients," the U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, and the U.S. DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons.

4. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

AGENCY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 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.

5. STATE ENERGY CONSERVATION PLAN

AGENCY 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).

6. ALLOWABILITY OF COSTS

AGENCY shall comply with the cost principles (as applicable) in Office of Management and Budget (OMB) Circulars A-87, or A-122, or 48 Code of Federal Regulations Chapter 1 Part 31, or 49 Code of Federal Regulations Part 18, or in 2 Code of Federal Regulations Parts 200 and 1201, as applicable. In addition, all subcontracts must be in accordance with 2 Code of Federal Regulations Part 200, as applicable, MTC's funding agreement with DOT and any regulations, guidelines and circulars of DOT, applicable as a result of such funding agreement. Further, all subconsultants shall agree to comply with 48 Code of Federal Regulations, Chapter 1, Part 31.

7. LICENSE FOR FEDERAL GOVERNMENT PURPOSES

FTA/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 the applicable Supplement; and (b) any rights of copyright to which MTC or AGENCY purchases ownership under the applicable Supplement.

8. IDENTIFICATION OF DOCUMENTS

All reports and other documents completed as part of the applicable Supplement 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: **[select appropriate agency]** Federal Transit Administration/Federal Highway Administration, 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."

9. AUDITS

AGENCY agrees to grant MTC, the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives access to AGENCY's books, records, accounts, and any and all work products, materials, and other data relevant to the Supplement, for the purpose of making an audit, examination, excerpt and transcription during the term of the applicable Supplement and for the period specified in Article 14. AGENCY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. If, as a result of any audit, it is determined by the auditor that reimbursement of any costs including profit or fee under the applicable Supplement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, AGENCY agrees to reimburse MTC for those costs within sixty (60) days of written notification by MTC.

AGENCY further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subrecipient agrees that MTC the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subrecipient for the term specified above.

10. FLY AMERICA REQUIREMENTS.

AGENCY agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their consultants are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. AGENCY shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. AGENCY agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

- A. AGENCY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations,

“Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Supplement, AGENCY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Supplement or the FTA assisted project for which work is being performed under the Supplement. In addition to other penalties that may be applicable, AGENCY further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on AGENCY to the extent the Federal Government deems appropriate.

- B. AGENCY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on AGENCY, to the extent the Federal Government deems appropriate.
- C. AGENCY agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

12. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

MTC and AGENCY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the Supplement or the Master Funding Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Master Funding Agreement or to the Supplement and shall not be subject to any obligations or liabilities to MTC, AGENCY or any other party (whether or not a party to the Master Funding Agreement or of the Supplement) pertaining to any matter resulting from the Master Funding Agreement or of the Supplement.

13. DEBARMENT

This Article is only applicable if the Supplement exceeds \$25,000. AGENCY certifies that neither it, nor any of its participants, principals or subrecipients is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered

transactions, as they are defined in 2 CFR Parts 180 and 1200, by any Federal agency or department.

14. CLEAN AIR AND WATER POLLUTION ACTS

This Article is only applicable if the Supplement exceeds \$100,000. AGENCY 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).

15. LOBBYING

This Article is only applicable if the Supplement exceeds \$100,000. AGENCY 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.

Attachments:

Attachment A – Federally Required Certifications (AGENCY shall either provide these certifications to MTC or shall provide copies of such certifications AGENCY has independently made to the Federal Government.)

EXHIBIT B-2
Attachment A
Federally Required Certifications

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

Instructions for Certification:

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Services Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(signature of authorized official)

(type/print name and title)

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__

By:

(signature of authorized official)

(title of authorized official)

EXHIBIT B-7

ADDITIONAL TERMS AND CONDITIONS (REGIONAL DISCRETIONARY FEDERAL FUNDS INCLUDING STP AND CMAQ)

1. TERMINATION

Notwithstanding Article 8.0, TERMINATION, in the Master Funding Agreement, MTC may terminate the applicable Supplement(s) without cause upon ten (10) days prior written notice. If MTC terminates the applicable Supplement(s) without cause, AGENCY shall be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If AGENCY fails to perform as specified in the applicable Supplement(s), MTC may terminate this Agreement for cause by written notice and AGENCY shall be entitled only to costs incurred for work product acceptable to MTC, as determined in its reasonable discretion, not to exceed the maximum amount payable under the applicable Supplement(s) for such work product.

2. RETENTION OF RECORDS

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

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

3. AUDITS

Notwithstanding Article 13.0, AUDITS, in the Master Funding Agreement, AGENCY 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 AGENCY'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 the applicable Supplement(s). 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.

AGENCY 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.

4. LICENSE TO WORK PRODUCTS

AGENCY 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 AGENCY or AGENCY’s consultant(s) pursuant to the applicable Supplement(s). MTC may exercise its licenses to Work Products through sublicenses to a third party, without the approval of AGENCY or AGENCY’s consultant(s). 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 the applicable Supplement(s); and (b) any rights of copyright to which AGENCY or AGENCY’s consultant(s) purchase ownership under this Agreement.

5. 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, AGENCY 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.

6. 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.

AGENCY shall not discriminate on the basis of race, color, national origin or sex in the performance of the applicable Supplement(s). AGENCY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY 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.

7. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

AGENCY 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).

8. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

AGENCY 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.

9. STATE ENERGY CONSERVATION PLAN

AGENCY 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).

10. DEBARMENT

AGENCY 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.

11. CLEAN AIR AND WATER POLLUTION ACTS

AGENCY 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).

12. LOBBYING

AGENCY 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.

13. INDEMNIFICATION

Except where prohibited by law, notwithstanding Article 10.0, INDEMNIFICATION, in the Master Funding Agreement AGENCY 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 act or failure to act of AGENCY, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement; and AGENCY 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.

14. COMPLIANCE WITH LAWS

AGENCY 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 agency recipient of federal or state funds are hereby in turn imposed on AGENCY (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.

AGENCY consultants shall agree to comply with 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. In addition, AGENCY certifies that AGENCY and its efforts work under the applicable Supplement(s), including efforts of its consultants, shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code sections 21000 *et seq.* and with the California Environmental Quality Act Guidelines (14 California Code of Regulations sections 15000 *et seq.*) and the National

Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 *et seq.* and the applicable regulations thereunder.

15. IDENTIFICATION OF DOCUMENTS

AGENCY 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.”