

REQUEST FOR PROPOSALS
COMPREHENSIVE GENERAL PLAN
UPDATE,
ENVIRONMENTAL IMPACT REPORT,
AND
CENTRAL MERCED/ DOWNTOWN RAIL
STATION AREA PLAN

– CITY OF MERCED –

October 24, 2024



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I. PROJECT OVERVIEW

The City of Merced requests proposals from qualified consulting firms to partner with the City of Merced to prepare a Comprehensive General Plan Update and Environmental Impact Report (EIR) and as a separate project, a Central Merced/Downtown Rail Station Area Plan (CMDRSAP). Consultants are welcome to propose on either the General Plan Update or Station Area Plan or both.

Goal: The goal of the effort is to complete a Comprehensive General Plan Update for the City of Merced and as a separate project, Central Merced/Downtown Rail Station Area Plan (CMDRSAP).

This effort should include the following:

General Plan Update

- Develop a comprehensive general plan with a set of goals, policies, and objectives that articulate the community's vision and guide the City's growth and conservation for the next twenty years;
- Addressing all issues outlined in Section III-A, III-B, and III-C of this RFP;
- Extensive public outreach, including underserved populations, outreach to the business community, community organizations, education providers, and other services providers. It is anticipated that a Citizens Advisory Focus Group will be formed for this update and the selected firm will interact with this group and the public throughout the update process. The City will be seeking input from the selected consulting firm on innovative approaches to engage and educate the public on the General Plan Update as well as the EIR;
- Utilizing the General Plan Update to implement City programs of the Multi-Jurisdictional Housing Element (MJHE) (Draft completed in May 2024; HCD review in progress; City Council adoption expected in early 2025) to ensure policies and goals support the Regional Housing Needs Allocation Needs Production Plan and incorporating the Disadvantaged Unincorporated Communities SB 244 Analysis;
- Legal review of General Plan regulations to ensure conformance with State and Federal regulations;
- Planning Commission and City Council Workshops;
- Public hearings before the Planning Commission and City Council.
- Completion of an Environmental Impact Report for the General Plan Update.
- A "Limited General Plan Update" Option is described in Section III-D.



Central Merced/Downtown Rail Station Area Plan (CMDRSAP)

- All the Task Deliverables described above in Section III-E, including a Stakeholder Engagement & Needs Assessment, Vision Statement, Multimodal Transportation Assessment, Parking Assessment, Future Scenarios & Mobility Hub Concept, Station Area Plan, Absorption Analysis, Economic Forecast, and others.
- A Separate Project Budget and Timeline for the CMDRSAP
- Preparation of the Environmental Review/CEQA document.
- Acknowledgement that the Consultant has reviewed and will abide by the Standard Agreement between the City of Merced and the California High Speed Rail Authority, dated January 8, 2024, in Appendix C in order to receive grant funding.



Funding: The City Council has adopted the General Plan Update as a priority and has allocated \$1,000,000 in the FY 2024-25 Budget for the work. Additional funding (if needed) would need to be approved by the City Council. Funding for the Central Merced/Downtown Rail Station Area Plan (CMDRSAP) will be provided through a \$500,000 grant to the City of Merced provided by the California High Speed Rail Authority.

Timeline(s):

General Plan Update

The City anticipates a comprehensive General Plan update and corresponding environmental documents would require a multi-year process with the City Council making appropriations as necessary to complete the project.

Central Merced/Downtown Rail Station Area Plan (CMDRSAP)

The funding for the Central Merced/Downtown Rail Station Area Plan (CMDRSAP) has a deadline of June 30, 2026, so work on that project must be completed by March 30, 2026. Both projects would run concurrently.

**PROPOSALS ARE DUE ON WEDNESDAY, DECEMBER 18, 2024
(See Section VI, Page 28).**

II. BACKGROUND INFORMATION

A. City of Merced



Located in the heart of the San Joaquin Valley, Merced is a dynamic community of over 89,000 people, offering friendly small town living in a mid-size city. Opened in 2005, the University of California Merced provides new educational and economic opportunities, which help diversify the city and surrounding region. The city is also served by Merced Community College which has been established since 1962.

Merced's population is youthful and diverse. The community embraces this variety of cultures and ideas. It is also reflected in the student population at UC Merced which is among the most diverse universities in the State.

As the County Seat, Merced is the region's hub for education, culture, and business. The community offers abundant shopping, pleasant neighborhoods, and tree-lined streets. Bicycle paths along creeks link major City parks. Merced's housing remains affordable compared to many other California locations. Merced's revitalized downtown is emerging as the entertainment center of the area. Annual events and festivals bring regional and national recognition. Community art is supported and endorsed which is demonstrated by many examples of local artwork throughout the downtown area and potential establishment of art districts.

The City's many amenities include: the Applegate Zoo, Art Kamangar Center at the Merced Theatre, the Merced Multicultural Arts Center, Playhouse Merced, Merced County Fairgrounds, Merced Airport, the Senior Community Center, Merced College, University of California, Merced, a wide array of restaurants, various sports facilities, Lake Yosemite, plentiful public transportation options, and more.

Merced residents are involved in community service, youth activities, and sports. Community organizations hold numerous events throughout the year which create opportunities for our diverse community to gather and interact. These range from community cleanup events, participation in service clubs, and social gatherings in many settings. Local sports and athletics often become the center for family time and community recognition. A variety of youth activities are offered by the City Parks and Community Services Department, schools, and other community led associations. A focal point is the new regional sports complex, CP 42 in South Merced, that will greatly expand facilities through joint partnerships.

The City is adjacent to diverse farming operations and unincorporated communities. These amenities have become interwoven with the fabric of the City. They provide food and materials to worldwide markets and other housing and community opportunities to those seeking a less urban lifestyle.

B. Major Changes Since the Adoption of the Merced Vision 2030 General Plan

Since the adoption of the *Merced Vision 2030 General Plan* in 2012, several significant circumstances have changed that will impact the proposed General Plan Update. These circumstances include:

1) Environmental Justice Element and Disadvantaged Unincorporated Communities (DUC) Analysis and Evaluation – SB 244. In 2016, Senate Bill 1000 (Leyva, Chapter 587), was enacted requiring cities that have disadvantaged communities to incorporate environmental justice (EJ) policies into their General Plans. They can be accomplished either in a separate EJ element or by integrating related goals, policies, and objectives throughout the other elements. The City is seeking the addition of an Environmental Justice Element as part of the General Plan Update. The City participated in the Merced County Multi-Jurisdictional Housing Element (MJHE) for the sixth cycle housing element update. (A Public Review Draft was completed in May 2024. HCD is currently reviewing the Element with public hearings and adoption to follow in early 2025.) As part of that process, an SB 244 analysis and evaluation of Disadvantaged Unincorporated Communities was completed in March 2024. Completing both the Housing Element and SB 244 analysis and evaluation has been a specific goal of the City Council. Merced is adjacent to many areas which meet the DUC criteria. As the City looks to annex and grow into these areas the General Plan update should include goals and policies within the Urban Expansion, Land Use, and Public Services sections to ensure these areas become integrated within the community and are provided services and opportunities in line with other neighborhoods already within the City.

2) Affordable Housing & Affirmatively Furthering Fair Housing (AFFH). These topics have been identified as one of the top policy areas by the City Council. The community has expressed concerns over the availability of housing, the affordability of housing, and the need for fair housing support. While these topics are being considered in the MJHE, there is an expectation that other sections of the General Plan Update will augment and support affordable housing and fair housing. The City Council has over the past few years supported Homekey Projects providing permanent supportive services to those experiencing homelessness, supported construction of affordable multi-family units, provided a funding set aside for a local Housing Opportunity Fund, sought grant funds for down payment assistance and rehabilitation, supported the Continuum of Care, contracted for fair housing services, and enacted policies which serve to produce affordable housing units to help meet the City's Regional Housing Needs Allocation (RHNA) requirements. Recently ordinances were adopted as a result of the 2023 floods to limit evictions, provide tenants a first right of refusal, and cap rent increases. The City has also implemented Zoning Ordinance Updates to help streamline housing construction, modify design standards, encourage a variety of housing choices including mixed uses, and support expansion of by right options. The City recently submitted an application to HCD seeking designation as a Pro Housing Community. AB 686 requires that to affirmatively

further fair housing through deliberate action to explicitly address, combat, and relieve disparities resulting from past and current patterns of segregation to foster more inclusive communities. These have been expressed as specific concerns of many members of the public and issues the City Council wants to proactively address through the comprehensive General Plan update to ensure policies and programs replace segregated living patterns with truly integrated and balanced living patterns and to transform racially and ethnically concentrated areas of poverty into areas of opportunity.

3) South Merced Studies and Plans. The City has long sought to revitalize neighborhoods identified as South Merced – south of State Highway 99 and Highway 140. The community has completed prior planning efforts including the 2003 South Merced Strategic Plan, the 2007 South Merced Community Plan, and the 2012 Martin Luther King Jr. Way Revitalization Plan which have been incorporated into prior General Plan Updates. However, since the dissolution of the City's Redevelopment Agency in 2011 (all Redevelopment Agencies were dissolved by the State Legislature as part of the 2011 Budget Act), there have been limited sustained resources to affect the changes that have been desired. The City Council has created a Council Subcommittee which will be reviewing prior studies and seeking public input on proposed activities as well as new ideas. The General Plan Update should reflect on the prior planning work that has been completed and should incorporate policies, goals, and programs to actively pursue change based on work done by the City Council Subcommittee in a positive and meaningful way which is apparent to the area residents.



4) UC Merced Annexation and Development: For many years, the City has been working toward the continued development and annexation of the UC Merced Campus and other adjacent annexations. Since opening in 2005, UC Merced has grown to serve over 9,000 students. UC Merced is currently undertaking an expansion to include a new medical school on campus. The 2020 Long Range Development Plan (LRDP) contemplates growth to 15,000 by 2030. The City and UC Merced have agreements in place which allow for the annexation, which was recently approved by the Local Agency Formation Commission with an effective date of August 22, 2024. The annexation was also supported through special legislation, AB 3312, which allowed the Campus' annexation via a roadway strip (Bellevue Road). The legislation also allows for additional annexations into the City that are non-contiguous to the City Limits but that are adjacent to the UC Merced LRDP Boundary. The City is experiencing significant interest in

potential annexations. Including applicants near the UC Merced campus as mentioned above. The City has nine active annexations and eleven additional preliminary annexations. The preliminary annexation application is a recent addition to the City's process in which potential applicants provide the City Council with information about their project prior to undergoing some of the more time-consuming and expensive aspects of the full annexation process. The process allows the City Council to provide input and feedback on the project; in addition to providing them the opportunity to vote and determine if the project has its general support to proceed. While a negative result from this process does not disqualify an applicant from proceeding to a full annexation application, it does provide some early clarity for potential developers and applicants about how their project will be received. Additionally, the City would like to explore policy options for allowing out of boundary service agreements as an interim step for some annexations, which the current policies largely prohibit. The General Plan Update should also include policy updates related to AB 3312 and the preliminary annexation process. The Urban Expansion, Land Use, and Public Services sections of the General Plan Update should take into consideration the high demand for potential annexation and seek to identify streamlined procedures to ensure growth of the City that balances the housing and economic needs, as well as services, environmental considerations, and water demands.

5) Future Central Merced/Downtown Rail Station serving High-Speed Rail, Altamont Corridor Expressway (ACE), Amtrak – San Joaquins, and multimodal connectivity. The upcoming investment and changes in intrastate rail will open new opportunities for redevelopment to the area surrounding the proposed station which will be located between 15th St. the Union Pacific Railway and between R St. and O St. This location is adjacent to Central Merced and Downtown. In addition to and in concert with the separate Station Area Plan described in this document, the General Plan Update should contemplate options to prepare for the changes in land use, transportation, and several other major issues. It is also anticipated that this area may provide opportunities for Transit Oriented Development (TOD) opportunities including affordable housing options. The City has also reserved an overlay section in the Zoning Ordinance to help implement the vision, goals, and policies which will be developed through the General Plan Update.

6) Opening of the Campus Parkway Expressway. This roadway on the east side of Merced now creates a direct connection between State Highway 99 to the south and the UC Merced Campus area to the north. The expressway currently ends at Yosemite Avenue. Merced County is working on design and engineering to extend the roadway from this location to directly connect to the UC Merced campus and Lake Road just south of Bellevue Road. Much of this area is within the University Community Plan Area (UCP) which is an established community plan area. A portion of the area (Virginia Smith Trust Specific Plan) has recently been annexed under AB 3312. Currently the expressway is outside the City's jurisdictional borders and largely outside the Sphere of Influence (SOI). The General Plan Update should consider how this regional asset will impact the City's growth and development opportunities.

7) General land use patterns, consumer behavior, and trends have all changed significantly since the *Merced Vision 2030 General Plan* was adopted. COVID-19 changed the way that many industries do business, increasing requests for parking space conversion to usable space downtown, increasing the prevalence of delivery services, conversion of commercial property to residential uses, and numerous other changes that will need analysis to determine whether they will be permanent, or if things will shift back to a previous status quo. Plans and policies regarding active transportation options, such as those already present in the Active Transportation and Safe Routes to School Plan, should be incorporated and expanded upon, particularly as they relate to transportation between the UC Campus and Downtown Merced. The City's Main Street has also been changed in recent years to a one-way roadway, and the implications and impacts of that change may affect the growth and development of Downtown. The current General Plan land use section focuses on the Village Concept to create connected walkable communities. Requests to modify the General Plan to eliminate neighborhood serving commercial in favor of additional housing are increasing. The General Plan Update should help guide decisions on land use patterns that balance current housing needs, preserve future commercial and professional office needs, which also support alternative modes of transportation and take into consideration changes in transportation modeling with the conversion to Vehicles Miles Traveled (VMT). The City is currently evaluating creation of a Property Based Improvement District (PBID) as well as use of Enhanced Infrastructure Finance Districts (EIFDS) as mechanisms to help provide public improvements, spur revitalization, and new stimulate new investment. Currently, the City does not have a separate Economic Development Element to the General Plan; although the topic is addressed in the Land Use Element. The need for a separate element should be evaluated and potentially added based on feedback from the selected consultant, committee, and the public.



III. PROJECT DETAILS and SCOPE OF WORK

The Project timeline and budget is set by terms of the agreement between the City and the consultants. These factors and other structural topics are described here.

A. Comprehensive General Plan Update

The City is seeking assistance from consultants with specialized skills, formed as a team, to prepare a Comprehensive General Plan Update. Each Chapter and the Plan as a whole should be updated to be in conformance with State Law, the most current edition of the General Plan Guidelines, current conditions, etc. The consultant team will work closely with City staff throughout the organization and receive regular input and feedback from a citizen's advisory committee to create a General Plan that is concise, readable, and effective. The intent is to maintain the Merced General Plan as the principal policy document to guide land use and transportation planning, housing (including affordable housing), infrastructure improvements, sustainability, and economic development over time. City staff anticipates an iterative process, by which ideas, concepts, and alternatives are vetted and incorporated into the General Plan. The current *Merced Vision 2030 General Plan* should be the baseline document used. Below are areas known to require significant modification/update, however all sections should be modernized and updated as needed.

EXECUTIVE SUMMARY

- Complete a new Executive Summary for the Updated General Plan.

INTRODUCTION (CHAPTER 1)

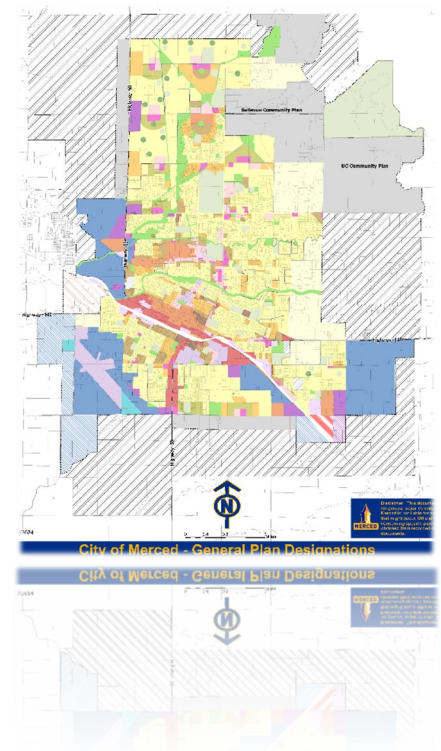
- Update as Needed to reflect new policies, assumptions, vision, etc.
- Update Table 1.1 (Relationship to State Mandated Elements)
- Update Historic Setting to reflect changes since 2012.
- Include Discussion of General Plan and Housing Element Annual Reporting process in Administration section

URBAN EXPANSION (CHAPTER 2)

- Modification of the City's Sphere of Influence to include potential new development areas and Campus Parkway area.
- Update to reflect AB 3312, recent UC Merced Annexation, and other AB 3312 Eligible Properties Annexations.
- Update policies to reflect new Pre-Annexation Process and annexation priorities now that UC Merced has been annexed.
- Provide Policy and Direction on Out of Boundary Service Agreements.
- Remove outdated references to Specific Urban Development Plan (SUDP), which was a construct in the old County General Plan, and just use Sphere of Influence.
- Consider whether an Area of Interest boundary is needed or not.
- Update Population Projections.
- Add Description of *Merced Vision 2030 General Plan* to background section.
- Update Policies, Regional Planning Issues, and Issues for Future Study as Needed.

LAND USE (CHAPTER 3)

- Update of the Land Use Element and Land Use Diagram based on current data sources, analysis, and recommendations regarding current and future land uses and patterns.
- Establishment of corridors and connections between Downtown Merced and UC Merced Campus to ensure Downtown Merced continues to act as an entertainment hub to the community.
- Building on past plans and studies for South Merced revitalization, integration of policies which encourage and promote economic investment, mixed use, and TOD development opportunities.
- Infill policy direction regarding development of underutilized lands, including traditional commercial retail centers and aging industrial areas, including assessment and integration of proposed state bills such as SB35, AB2011, and SB6
- Addition of a Mixed Use Land Use Category,
- Policies updated with data requirements/standards that inform decision makers and support a balance between preservation of existing uses and integration of appropriate development.
- Modernization of preferred locations for and regulations on large retail centers.
- Position the City to enjoy economic stability, explore economic policies and incentives that efficiently and cost-effectively help Merced adapt to emerging market trends, attract and retain innovation, and diversify the local economy.
- New land use opportunities based on the use of one-way street conversion of Main Street and potentially others in the Downtown Area
- Incorporate Final Scenario for Central Merced/Downtown Rail Station Area Plan (CMDRSAP).
- Incorporation of the SB 244 Analysis completed for the Housing Element in March 2024.
- Incorporation of Policies and Land Use Designations from the adopted Bellevue Community Plan and Virginia Smith Trust (VST) Specific Plan, including the provision of implementing actions for new Policy L-3.8 regarding VST.
- Incorporation of Residential Densities into Commercial & Other Land Use Designations (Updated Table 3.2).
- Update Specific Plan/Community Plan Section (add VST Specific Plan, remove 5 Bridges, South Mission, & Others and replace with actual land use designations).
- Replacement of existing Reserve Land Use Designations on Land Use Diagram with non-reserve designations.
- Remove Outdated References & Figures of Redevelopment Project Areas and Enterprise Zones.
- Update Discussion/Policies re: High Speed Rail Station Area Plans.
- Addition of standards regarding warehouses/distribution centers per AB 98 (effective 1-1-26).



TRANSPORTATION AND CIRCULATION (CHAPTER 4)

- In addition to the technical update to the Circulation Element, the City anticipates a multi-modal approach to addressing the transportation needs of the City. The approach should assist in project-based analysis and implementation of the General Plan over time.
- Address emerging trends in transportation including electric vehicles, ridesharing services, autonomous vehicles, e-bikes, scooters, and similar, with a particular focus on developing policies for integration of such devices into both the UC Merced campus area and the City as a whole.
- In addition to updating Level of Service (LOS) conditions, incorporation of Vehicle Miles Traveled (VMT), as well as information and policies developed as a part of the transportation model managed by the Merced County Association of Governments, which will determine and evaluate VMT in addition to LOS standards and be used to evaluate alternatives and determine appropriate thresholds and mitigation measures at a project level in the future.
- Integration of policies to address partial width streets as an interim condition to support development.
- Identification of additional transportation corridors/improvements due to growth patterns and geography/bridges/creeks/rail, including potential additional rail under-crossings.
- Identification and evaluation of alternatives to traffic signals, such as roundabouts, including criteria when they should be considered.
- Identification of traffic calming and pedestrian safety improvements to encourage alternative transportation modes.
- Provisions to assist in the implementation of Complete Streets and Active Transportation Plans.
- Inclusion of the recommended Central Merced/Downtown Rail Station Area Plan (CMDRSAP) scenario (see Section III-E, below)
- Consider Changes to Parsons Avenue Corridor Project, including possible conversion to a pedestrian/bicycle exclusive corridor.
- Remove Table 4.1 (Major Street Improvements) and refer to latest Public Facilities Financing Plan instead.
- Update Public Transit to include UC's Cat Tracks and remove Figures 4.6a through d of Transit Routes (subject to frequent changes).
- Re-evaluate M Street Transitway Designation.
- Update Rail Discussion to include HSR, MITC, ACE, etc.
- Update Air Service information/data.
- Update Interchange, At Grade Crossings, and Transitway Sections as needed.
- Update the Circulation Map and Street Cross Sections as Needed (Consider Removal of Expanded Intersections of Arterials).



PUBLIC FACILITIES & SERVICES (CHAPTER 5)

- Update information regarding Wastewater and Water Master Plans, including the Wastewater Collection System Master Plan, Urban Water Management Plan, etc.
- Discuss how the UC Merced Annexation and UC Merced Long Range Development Plan should integrate with the City's long term public services planning.
- Update specific facility information (including future police and fire station locations) to be more generic and refer to the latest version of the Public Facilities Financing Plan and Master Plans.



URBAN DESIGN (CHAPTER 6)

- Addition of Objective Standards for Urban Design, including potential consideration to utilize form-based codes for certain areas.
- Modifications to the "Village Residential" Concept, including how to practically administer minimum density requirements over multiple properties and ownerships.
- Addition of policies and programs regarding public art and possible art districts.

OPEN SPACE, CONSERVATION, and RECREATION (CHAPTER 7)

- Designate Future Park sites for the entire Sphere of Influence as determined in the Parks and Open Space Master Plan Update (to be done by separate contract concurrent with the General Plan Update)
- Incorporation of Policies, etc. from the updated Parks and Open Space Master Plan.
- Remove Table 7.2 (Special Status Species); and revise discussion to be more generic since species are subject to change over time.
- Update Issues for Future Study and other sections as needed.

SUSTAINABLE DEVELOPMENT (CHAPTER 8)

- Currently this chapter includes Soil Resources, Water Resources, Wildlife Resources, Air Resources (Air Quality), Energy Resources/Climate Change, and Historic Resources.



- Consider Rebranding this chapter as the New Environmental Justice, Sustainability, Equity, & Health Chapter, described below, and incorporating the current topics included as appropriate.

- Currently, this chapter includes analysis and discussion on Air Quality, which should be separated into a separate chapter of its own.

- Update Climate Change/Greenhouse Gas Discussion and policies or move to Air Quality chapter if appropriate.

HOUSING (CHAPTER 9)

- The City was part of the Merced County Multi-Jurisdictional Housing Element (MJHE) for the sixth cycle housing element update, covering the planning period of January 31, 2024, through January 31, 3032. A Public Review Draft was released in May 2024 and is currently undergoing review by HCD. Once modifications are completed per HCD's comments to conform with State law, public hearings to adopt the Housing Element before the Planning Commission and City Council can be scheduled some time in early 2025.
- In the Public Review Draft of the Housing Element, there are a number of proposed changes to the General Plan called out in the Housing Element Programs, which will need to be incorporated into this Update and which may affect the various chapters.
- Once adopted, the Housing Element will need to be reformatted to match the format of the rest of the General Plan document and will become Chapter 9. No other work on this Element is anticipated.



NOISE (CHAPTER 10)

- Update the noise contours for traffic, rail, and aircraft.
- Update Ambient Noise Monitoring Results (Tables 10.6 & 10.7).

SAFETY (CHAPTER 11)

- Incorporate the latest Local Hazard Mitigation Plan
- Ensure the update meets the requirements of SB1000.
- Updates per latest Flood Maps.
- Add Wildfires Discussion and any other new State law requirements.

OTHER CHAPTERS (Glossary, Bibliography, Policy Index) (Chapters 12, 13, & 14)

- Consider whether these chapters are still needed and consider removal.
- Consider whether to maintain Appendix A in the future (table that tracks all General Plan Amendments since Time of Adoption of the New General Plan).

AIR QUALITY (NEW CHAPTER)

- Previously in Chapter 8, should be separated into its own Chapter.
- Discussion and Policy Direction on VMT Mitigation options, such as Mitigation Banking.
- As part of greenhouse gas emissions reductions, consider policies which promote LEED building design and construction practices.
- Consider and provide policy considerations to facilitate the transition to all electric neighborhoods, homes, community facilities, and places of business.
- Considerations based on future transition away from internal combustion engines to electric equipment and vehicles based on new state policies.
- Expand on the goals of the adopted Merced Climate Action Plan to be integrated within the element.
- Expands goals and policies to meet State regulations such as SB379 and also positions Merced as a more sustainable and energy efficient community.

ENVIRONMENTAL JUSTICE, SUSTAINABILITY, EQUITY, & HEALTH (NEW CHAPTER)

- Creation of new chapter in compliance with State regulations – SB 1000.
- Integrate goals and policies from the Housing Element SB 244 DUC analysis to help guide future annexation and land use decisions and ensuring new territories annexed become integrated within the community and are provided services and opportunities in line with other neighborhoods already within the City.
- Introduce environmental justice policies to address and reduce the health risks caused by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.
- Ensure that the policy framework of the General Plan will include principles of sustainability throughout to facilitate equitable and conscientious decision making.
- In addition, the City is exploring creating an additional element addressing Healthy Communities, guided by the concept that health is derived from more than just the provision of medicine and healthcare treatment. Such an element would establish broad city-wide policies to help achieve health equity, remove barriers, and improve overall community health. This Element could be consolidated in this new Chapter.
- The element would include policies and objectives to improve access and proximity to healthy food, clean air and water, open space, health care facilities, quality schools, stable housing, good jobs with fair pay, and safe places to walk and bike.
- The element would also identify geographical areas of concern and/or opportunity within the community and include specific strategies to address public health based on context and build upon the City's Climate Action Plan and other analyses and studies.



ECONOMIC DEVELOPMENT (POTENTIAL NEW CHAPTER)

- Currently included in Land Use Chapter, but a Potential new chapter should be considered with public input and feedback by the selected consultant team.
- Consider policies that help diversify the local economy and encourage working wages for families.
- Consider policies to attract and retain workforce education and training programs to the community.
- Consider policies that encourage the use of PBID, EIFD, and other finance tools to revitalize neighborhoods, support job creation, and encourage community investment.
- Consider policies that support creation of employment centers, business parks, and new industrial parks which can augment planned investments such as heavy rail support facilities, programs at UC Merced including technology, medical and research.
- Help maintain Merced as a hub of transportation, agricultural, and other existing business clusters.
- Consider policies related to the City's Commercial Cannabis Businesses, established in recent years.

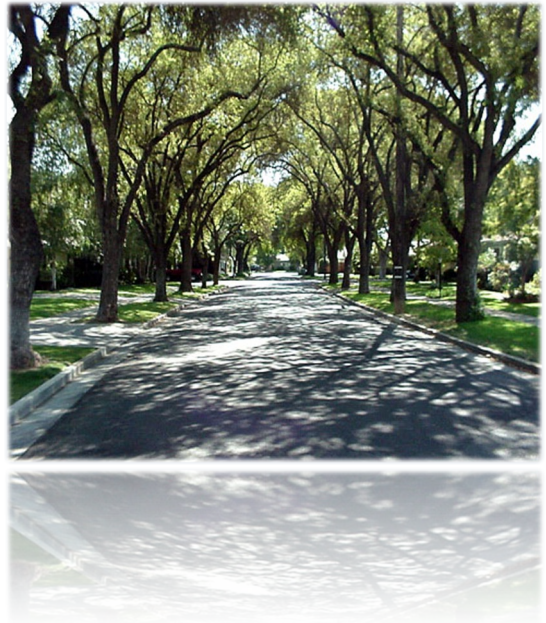
B. Public Engagement Program for General Plan Update

- The City anticipates the formation of a Citizens Advisory Focus Group consisting of appointments at large from the community, local stakeholders, community-based organizations, etc. The selected consultant will be expected to manage the activities of this group and lead a minimum of 12 meetings over the course of the update process.
- It is also anticipated that the consultant will solicit guidance and feedback to ensure the General Plan update moves in line with community needs and priorities.
- It is anticipated that the process will include biannual joint study sessions with the Planning Commission and City Council. Six to eight public hearings depending on Commission and Council needs are envisioned, as well as quarterly public workshops. These workshops need to be hybrids of in person and virtual methodologies. Materials for all public events need to be available in English, Spanish, and Hmong, along with translation services available at the meetings. Social media outreach, community survey data and feedback, a dedicated website or page on the City's existing website (in English, Spanish, and Hmong), and a full record of public comments from the public meetings are also expected tasks for this element of the contract.
- The City of Merced is seeking a team that will utilize innovative public outreach and participation approaches to ensure that those individuals and groups that have historically not participated in a General Plan Update are provided the ability to do so. Experience in this area will be equally weighed in the selection process to other technical abilities and consultant experience.
- It is anticipated that the update will include extensive public outreach to the business community, community organizations, education providers, and other services providers.
- The consultant's scope of work should include a specific description, including the budget for specific tasks, for the Public Engagement Program for the General Plan Update.



C. Environmental Review for General Plan Update

Once the General Plan Update is completed, the consultant will also be expected to prepare the Environmental Impact Report (EIR) for the Update. Since the Update is not yet completed, the specific issues and areas of analysis are subject to change. City staff and the consultants will confer on the contents of the EIR before work commences. In general, the Environmental Impact Report should include all the required sections per the California Environmental Quality Act (CEQA) and the CEQA Guidelines.



The scope of work and budget should also include the following:

- Preparation and Distribution of a Notice of Preparation (NOP) and Project Scoping Meeting
- Tribal Notifications per the requirements of AB 52.
- Preparation of an Admin Draft EIR and Draft EIR
- Distribution of the Draft EIR, including to the State Clearinghouse and other public agencies and interested parties.
- Preparation of the Final EIR and Responses to Comments on the Draft EIR
- Preparation of Findings of Fact and Statement of Overriding Considerations and Mitigation Monitoring Program
- Attendance at up to 4 public hearings (2 each before the Planning Commission and City Council)
- 25 Printed Copies each of the Draft EIR and Final EIR along with 25 Digital Copies on CD or Flash Drives for Distribution and Posting

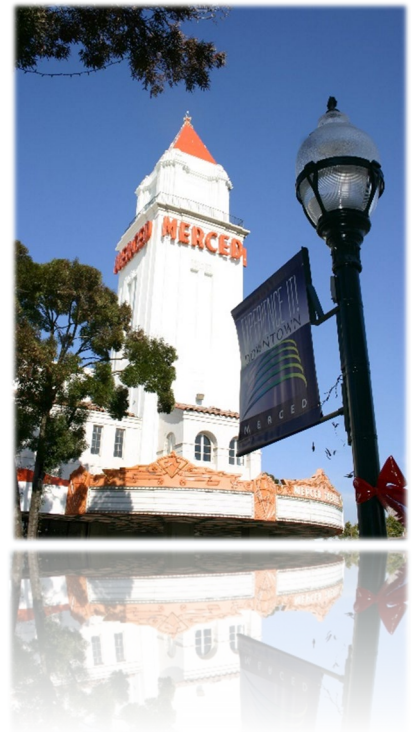
D. Limited General Plan Update Alternate

While the City's preference would be to complete a Comprehensive General Plan Update at this time, the City would also like to explore the option of a Limited General Plan Update, which would only address a limited number of issues and would involve mostly modifications necessary to bring the General Plan into conformance with State law. As a whole, the *Merced Vision 2030 General Plan*, and in particular most of the current Goals, Policies, and Implementing Actions, still provides the guidance needed for the City's future growth; and the current Sphere of Influence contains substantial vacant land to accommodate the City's future development for many years to come.

For those consultants who wish to submit a proposal on the Comprehensive General Plan Update, the City asks that the consultants include a Limited General Plan Update Alternate in their proposed scope of work with its own timeline and budget.

This Limited General Plan Update Alternate should include the following, along with any additional recommendations from the consultants:

- Modifications to the General Plan to conform with State law, including:
 - Separate Air Quality Element
 - New Environmental Justice Element
 - Incorporation of the SB 244 Analysis into the Land Use Chapter and other chapters as needed.
 - Changes reflected in the Draft Housing Element programs.
 - Incorporation of Vehicle Miles Traveled (VMT) in addition to LOS as well as provisions for partial width streets/phasing of improvements.
 - Integration of New Parks and Open Space Master Plan policies and future park sites
 - Incorporation of the Final Scenario for the Central Merced/Downtown Rail Station Area Plan (CMDRSAP).
 - New Annexation Policies regarding AB 3312, UC Merced Annexation, Out of Boundary Service Agreements, Pre-Annexation Preapplications, etc.
 - Addition of New Mixed Use Land Use Category and Residential Densities in Commercial and other Land Use Categories.
 - Addition of standards for distribution centers per AB 98.
 - Any other modifications as recommended by the Consultants in order to conform with State Law and General Plan Guidelines.
- Public Engagement Program for the Limited General Plan Update Alternate (a Citizens Advisory Focus Group is not anticipated for this option)
- Environmental Review for the Limited General Plan Update Alternate
- Proposed Timeline and Budget for the Limited General Plan Update Alternate



E. Central Merced/Downtown Rail Station Area Plan (CMDRSAP)

The City will become a hub for rail, bus, and other mobility modes. Rail service at the station will include Altamont Corridor Express (ACE), Amtrak San Joaquin's, and the California High-Speed Rail (HSR). The governing bodies of these rail services are the San Joaquin Regional Rail Commission (SJRRRC), San Joaquin Joint Powers Authority (SJPPA), and the Authority, respectively.

Merced will be the northern terminus of Phase 1 HSR operations. Merced will also be the southern terminus of the ACE Valley Rail Project. The station will be located at O Street and R Street, and W 15th and W 16th Streets. Amtrak San Joaquin's will relocate from the existing Merced station to the HSR station so that all three rail services can be within the one station area. This connection will be made possible by the Merced Intermodal Track Connection (MITC) project which will connect the BNSF corridor to the UP corridor. The SJPPA has initiated planning activities for this project. In the future all rail travel south of Merced will be consolidated onto the HSR route.



The upcoming investment and changes in intrastate rail will allow opportunities for redevelopment to the area surrounding the proposed station. To enable the City to better plan for this unique opportunity, a Station Area Plan (SAP) needs to be created to prepare for the changes in land use, transportation, and several other major issues. It is also anticipated that this area may provide opportunities for Transit Oriented Development (TOD) choices and more affordable housing options. The City has also

reserved an overlay section in the Zoning Ordinance to help implement the vision, goals, and policies which will be developed through the Merced General Plan Update (GPU) and Station Area Plan (SAP). The preferred SAP scenario will be included in the GPU as an appendix or reference document.

The Scope of Work for the Central Merced/Downtown Rail Station Area Plan (CMDRSAP) will need to include the following tasks per the terms of the Grant. Please refer to Exhibit A of Appendix C for details.

1. Task 1: Stakeholder Engagement and Needs Assessment

- a. The Stakeholder Engagement Plan will involve a variety of outreach activities including, but not limited to, stakeholder and public meetings, websites, surveys, interviews, focus groups, multi-language translation, and documentation. A specific number of meetings and other

outreach events will be determined based on consultation with stakeholders and budget availability.

- b. The City, with support from the Consultant, will partner with legislative, community, and transit agency partners to execute the community engagement plan. The engagement planning process will involve assessment and validation of existing conditions, as well as planning and execution of various outreach exercises.
- c. Two (2) working groups will be engaged in the planning process to ensure proposed elements of the SAP are compatible with ongoing major planning activities and that feedback is incorporated as the SAP is developed. The City will continue their existing Technical Working Group (TWG) which includes the Authority, SJJPA, SJRRC, Owner and operator of the Altamont Corridor Express (ACE), Caltrans, Merced County Transit (The Bus)- Merced County Association of Governments (MCAG), and University of California Merced (UC Merced).
- d. The City will also create a Citizen's Advisory Focus Group (CAFG) which shall consist of local business stakeholders, community-based organizations, and city council staff representatives as part of the development of the GPU and SAP.
- e. As a part of the Stakeholder Engagement Plan, the Consultant must also identify recurring coordination meetings with Authority staff. These meetings are separate from the TWG and CAFG.
- f. The Consultant will produce a Stakeholder Engagement Summary which will provide a synopsis of stakeholder engagement activities, including activity dates, attendees, and feedback received.
- g. Consistent with City and State goals of advancing equity and discouraging displacement within the station area, the Consultant will conduct a Racial Equity Impact Assessment, which will feed into an Anti-Displacement Assessment and Strategy Report as well as a Jobs/Housing Balance Assessment. This will determine whether there are disproportionate impacts on disadvantaged communities or priority populations in the SAP area and identify potential solutions.
- h. Relying on the technical expertise of the Consultant, the City will develop an Environmental Justice Assessment to provide background data for the SAP area. This report will identify demographics, health, environmental, and socioeconomic conditions for disadvantaged communities in the station area. The City will work to ensure these activities are consistent with State regulations outlined by SB 1000.
- i. Task Deliverables: Stakeholder Engagement Plan, Stakeholder Engagement Activities, Stakeholder Engagement Summary, Agendas and Meeting Minutes, Racial Equity Impact Assessment, Environmental Justice Assessment, Anti-Displacement Assessment and Strategy Report, Jobs/Housing Balance Assessment.

2. Task 2: Station Area Planning

- a. The City of Merced is anticipating the arrival of several high-capacity transportation services in the Central Merced/Downtown Merced area. To effectively prepare for the introduction of future ACE, Amtrak, and HSR services, the City of Merced will conduct station area planning to better coordinate first- and last-mile connectivity to the transportation hub. These connections will encourage a higher volume of trips without the need for a single-occupancy vehicle, which is especially important for Merced due to the location of UC Merced. These areas are loosely defined and have flexibility for implementation according to local context. In order to account for the unique circumstances relevant to Central/Downtown Merced, the following tasks will be conducted to plan the future station:

b. Task 2.1 Vision Statement and Goals

The City and the Consultant will develop an updated vision statement and goals for the SAP based on visioning activities previously conducted by the City in 2016. The City will build off the draft Merced Station Area Plan vision statement, which calls for a station area that ensures investments made by the State will improve livability, mobility, and facilitate revitalization opportunities while maintaining the character and charm of downtown Merced. The City and the Consultant will engage with the TWG and SWG to ensure the vision statement and goals meet the needs of the SAP and local stakeholders.

- c. The consultant will produce an updated Vision Statement and goals for presentation to the City Council. Approval of the Vision Statement is the foundation of the analysis and shall be performed before completing the rest of this Agreement's Scope of Work.
- d. Task Deliverables: Vision Statement (based on April 2016 Vision Statement), SAP Goals (based on April 2016 Project Goals).

e. Task 2.2 Multimodal Transportation

Intercity transportation will present mobility challenges and opportunities for improvement in and around the station area. In this task, the Consultant will evaluate the existing conditions of the transportation system relative to the proposed Central/Downtown Merced station, noting the current efficiencies and deficiencies in the system. From there, the Consultant, in partnership with the City and stakeholders, will assess different ways to improve access to the SAP by all modes to reduce vehicle miles traveled and minimize transportation impacts. This work will be conducted using inputs from the City, the Authority, SJJPA, ACE, Caltrans, and other relevant data sources to anticipate and prepare for future transportation scenarios and optimize the increase in mobility provided by the HSR station.

- f. Working with the City, the Consultant shall identify and recommend key changes to the multimodal transportation system to improve safety and access for all users and reduce negative effects. Potential recommendations could include, but are not limited to, additional active transportation infrastructure, smart mobility, additional transit service, and changes in land use that are more compatible with high-capacity transit, such as transit-oriented development (TOD). Efficient connections to UC Merced and Yosemite National Park shall be prioritized.

- g. The Consultant, in partnership with the City and the Authority, shall perform a Parking Assessment, which will analyze existing supply and utilization of parking in and adjacent to the station area and recommend strategies for provision of parking in the station area, including proposed changes to parking requirements in the zoning code. This assessment shall be conducted to account for changes in land use that are more compatible with high-capacity transit, such as TOD. Case studies relevant to the SAP will be assessed and included in the Parking Assessment.
- h. Task Deliverables: Multimodal Transportation Assessment and Parking Assessment, each including Methodology, Data repository, Draft and Final Report
- i. **Task 2.3 Develop and Analyze Future Scenarios and Mobility Hub Concept**
Based on the work of the preceding tasks and community and stakeholder engagement, the Consultant shall develop up to three (3) SAP scenarios for evaluation. Exercises related to developing these visions will include creating plans and strategies for revised transportation and access systems as well as developing different land use approaches to focus growth around the SAP and Downtown Merced. This work will include objective, quantifiable targets for growth with community design diagrams and maps.
- j. The SAP scenarios will consider different transportation elements, mobility improvements, socioeconomic factors, equity factors, land use designations, and changes in land use that are more compatible with high-capacity transit, such as TOD. Scenarios can be analyzed using Geographic Information Systems (GIS) to assess benefits and impacts, such as housing units, jobs, greenhouse gas emissions, travel mode changes, and other criteria of community importance. Case studies of successful mobility and land use integration approaches will also be identified and analyzed to evaluate these scenarios.
- k. The recommended SAP scenario will be incorporated into the GPU as an appendix or reference document.
- k. A Mobility Hub Concept for the recommended scenario will be created to better communicate how the station area will operate as a place where people can seamlessly connect with multiple modes of transportation in a safe, comfortable, and accessible environment. This Mobility Hub Concept should show how different services will be implemented, and how they will integrate with existing and future infrastructure.
- l. Task Deliverables: SAP Scenarios, Transportation Strategies with maps and diagrams, Land Use Strategies with maps and diagrams, SAP Analysis and Recommendation, Mobility Hub Plan for Recommended Scenario.

3. Task 3: Central/Downtown Merced Task

- a. To further enhance economic vitality, increase housing supply, provide opportunities for mixed use development, and encourage affordable housing in the Central/Downtown Merced area, careful land use planning and economic analysis should be conducted to ensure proposed elements in the Central Merced/Downtown area are sustainable and compatible. With careful consideration of other ongoing planning activities, such as the development of the SAP, the shift to a one-way Main Street, the Merced Active

Transportation and Safe Routes to School Plan and others, the following tasks will be performed by the Consultant:

b. Task 3.1 Statement of Purpose and Visioning

The City and the Consultant will leverage the community and stakeholder engagement to create potential visions and guiding principles to connect the SAP with Central Merced and Downtown through the City's General Plan Update and appropriate document elements. This process will help define a SAP where further refinement on land use within the area can shape other policy and implementation tools. Those tools are likely to lead to the High-Speed Rail Overlay Zone, currently reserved High-Speed Rail Overlay Zone, Chapter 20.22.030 of the Merced, California – Code of Ordinances. c. Exercises related to developing these visions will include creating plans and strategies for revised transportation and access systems as well as different land use and economic growth strategies for Central/Downtown Merced, including changes in land use that are more compatible with high-capacity transit, such as TOD, mixed use development, and affordable housing. This work will include objective, quantifiable targets for growth, recommended land uses, community design diagrams and maps. These exercises should also explore various options to assist in the implementation including the use of form-based codes.

c. Task Deliverables: Definition of the Station Plan Area, Statement of Purpose, Transportation strategies, Land use strategies, Economic growth strategies, Design diagrams, Maps, recommended purpose, applicability, regulations, and standards for the High-Speed Rail Overlay Zone, Chapter 20.22.030 of the Merced, California – Code of Ordinances. Recommendation related to the use of Form Based Code within the Station Plan Area.

d. Task 3.2 Absorption Analysis

Working with the City and leveraging market assessment work that has been completed to date, the Consultant will perform an Absorption Analysis which will study economic development challenges and opportunities in downtown Merced and adjacent areas to understand the potential of shifting new developments currently happening in the suburban areas of Merced to downtown, including proposed approaches for how such a shift could be accomplished. This analysis shall feature existing resources attracting visitors to Merced, such as the UC Merced and Yosemite National Park.

e. Task Deliverables: Absorption Analysis

f. Task 3.3 Develop and Analyze Economic Scenarios

Given the information acquired through the creation of land use and economic development strategies for Central/Downtown Merced, the Consultant will develop future economic scenarios based on work performed through the previous two tasks. This exercise will better inform the GPU by providing an economic forecast to the City of Merced and inform them of the potential economic productivity of Central/Downtown Merced given each scenario. The City will then choose the best fitting scenario for Merced, which will then be included in the GPU.

g. Task Deliverables: Economic Scenarios, Economic Forecast

F. Scope of Work (Minimum Requirements)/Timeline/Budget

The proposed scope of work from the consultants should include the minimum requirements addressed below, but the consultants should feel free to add to the scope as they see fit in order to complete the project. The City of Merced seeks to secure a contract with a qualified consultant or team of consultants that would provide the following scope of services:

Comprehensive General Plan Update:

- A Comprehensive Update of the General Plan in conformity with State Law, including Public Outreach and elements as described in Section III-A, III-B, and III-C above.
- Preparation of up to 2 preliminary Draft Plans to be presented to the Planning Commission and City Council
- Preparation of a Final Public Review Draft Plan for consideration at public hearings before the Planning Commission and City Council
 - 25 Printed Copies each of the Public Review Draft(s) along with 50 Digital Copies on CD or Flash Drives for Distribution and Posting
- Preparation of Environmental Impact Report for the General Plan as described in Section III-C above
- Public Engagement Program as described in Section III-B above.
- A Limited General Plan Update Alternate as described in Section III-D above.
- A proposed Project Timeline with milestones for project deliverables. It is anticipated that the Comprehensive General Plan Update will take multiple years, starting in approximately February 2025 with awarding of the contract and ending with adoption of all documents by the Merced City Council.
- The Project is being funded by the City of Merced. Proposals should estimate the budget requirements by each task over the duration of the project by year so that the City Council is able to budget accordingly in future years for this multi-year project. Details of the budget requirements can be seen in Section IV-A of this RFP.

Central Merced/Downtown Rail Station Area Plan (CMDRSAP):

- All the Task Deliverables described above in Section III-E.
- A Separate Project Budget and Timeline for the CMDRSAP
- Preparation of the Environmental Review/CEQA document and notices for the CMDRSAP. If an EIR is proposed, all the same requirements as noted in Section III-C above for the General Plan EIR will need to be included in the Scope of Work.
- Acknowledgement that the Consultant has reviewed and will abide by Exhibits B through F of the Standard Agreement between the City of Merced and the California High Speed Rail Authority, dated January 8, 2024, in Appendix C, which spell out the Budget Details, Payment Provisions, Contractor Certifications, Terms and Conditions, Supplemental Terms and Conditions for Contracts Using Federal Funds, Rate Sheet, and other requirements, which will need to be strictly adhered to by the selected consultant in order to receive funding under the grant.

IV. REQUESTED CONSULTANT SERVICES

A. Preferred Consultants

The City does not have a preferred consultant for this project. The City reserves the right to select either a team, managed by a lead consultant, or to select individual consultants to provide the City with the different deliverables of the Project. The desired situation will be the former, however. Proposals must present a team approach and include all deliverables in the proposal. Appendix A lists all consultants that were sent this RFP, but the RFP was also posted to the City's website. The City welcomes all proposals that meet the minimum requirements by the deadline.

B. Milestones/Key Deliverables

A list of items to be included in the Scope of Work is described in Section III-F.

C. Roles

In general, the Consultants will perform all tasks spelled out in the Scope of Work described in Section III-F. City staff will provide information and assist with scheduling and setting up meetings and workshops along with reviewing the work products of the consultant.

D. Expertise

This RFP was provided to consulting firms with specific skills to accomplish one or more deliverables. The most competitive consultant will be made up of a multi-disciplinary team whose goal is to prepare a Comprehensive General Plan Update and Environmental Impact Report, and as a separate project, a Central Merced/Downtown Rail Station Area Plan (CMDRSAP), who clearly demonstrate that they have assembled individuals with expertise that best matches the desired end-products.

E. Required Meetings (See details in Section III)

Comprehensive General Plan Update:

- 1 Project Kick-off Meeting with City Staff
- Progress Meetings with Project Manager(s) on as-needed basis
- Quarterly Public Workshops, throughout the Process
- Biannual Planning Commission/City Council Study Sessions
- 12+ Meetings of a Citizens Advisory Focus Group
- 6 to 8 Public Hearings before the Planning Commission and City Council
- For the Central Merced/Downtown Rail Station Area Plan and Limited General Plan Alternate, see Section III-D and III-E.

V. CONSULTANT SCOPE OF SERVICES

The consultant's proposal should include all of the following topics in the order presented. All topics will be used to assess the consultant's: 1) project understanding; 2) project interest; and 3) competency. All proposals shall be submitted in writing and be signed by the consultant.

A. Deliverables and Budget

Deliverables / Consultant Scope-of-Work

This RFP requests a comprehensive Project Work Plan or Timeline for the entirety of the Project from the consultant, which should include at the very least, all the tasks in the draft scope of services in Section III-F. Each element and its associated deliverables should be described separately in terms of work, budget, and time.

While an ideal candidate will show strength in all deliverables, City Staff may elect to form a multi-disciplinary team of separate consultants in order to produce the best end-product, but this is not the preferred approach.

Budget

The following shall be included in describing the budget allocation in the Consultant Proposal. A separate budget should be prepared for: 1) the General Plan Update/EIR; and 2) Central Merced/Downtown Rail Station Area Plan (CMDRSAP):

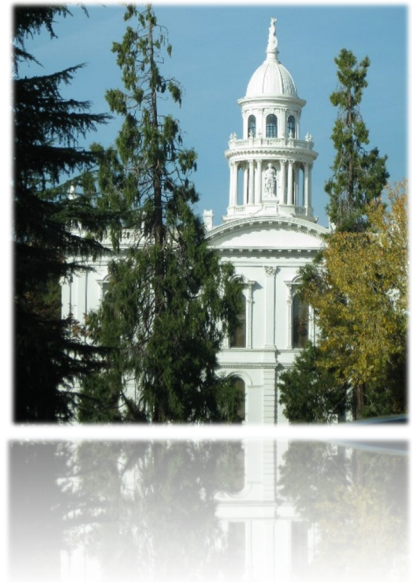
- Person hours allocated to each step and total hours allocated for project objectives and overall project (including sub-contractors), or flat costs by tasks with a "not to exceed" figure for each task;
- A breakdown of the cost for each work activity, specifically the General Plan Update, the Rail Station Area Plan, and the Environmental Review including a breakdown by fiscal year;
- A breakdown of the employees and professionals to be assigned to each project objective and the hourly rates and person-hour costs assigned (please indicate total number of hours for each project team member along with total hours for each project objective and the entire project), or flat costs by tasks with a "not to exceed" figure for each task;
- Personnel charge rates of the firm, including any planned or anticipated increases over the course of the project;
- Classification as to whether or not employees are reimbursed by hourly rate or salary; and,
- List of any subcontractors who may provide technical or other assistance and breakdown of hours/costs associated with the sub-consultants.

Grant Reimbursements

Please note that the Standard Agreement between the City of Merced and the California High Speed Rail Authority (Appendix C), which will fund the Central Merced/Downtown Rail Station Area Plan (CMDRSAP), contains very specific requirements regarding reimbursement of travel, staff time, staff/consultant billing rates, etc. Please review those requirements carefully and note that all future project invoices will need to conform to those requirements or payment cannot be guaranteed. As part of the RFP, the Consultants will need to acknowledge that they have reviewed and will abide by the terms of the Standard Agreement, including all Exhibits.

B. Past Projects of Similar Nature

Evidence of past work experience closely related to the preparation of a general plan with associated environmental review and/or rail station area planning will be key determinants in the selection of a consultant(s). This section should describe why the consultant is a good fit with this Project. Please provide previous relevant experience and references of other public projects for both the project team and consulting firm.



C. Project Team

Describe the members of the project team, along with their roles and duties. Describe past work experience with similar projects of team members. If the proposal includes subcontractors or cooperative firms, describe how the work will be separated and overseen.

D. Team Member Resumes

Include team member resumes with the proposal, which describe their qualifications to prepare the requested deliverables.

E. Other

The Scope of Work shall discuss other topics, either individually or as part of the above subsections, including, but not limited to:

- The administrative aspects of the project (legal oversight, printing costs, etc.);
- The type of word processing equipment and software used; and,
- Any optional features/analysis proposed.

VI. RFP LOGISTICS AND PROCESSES

A. Project Managers / City Contact

Diana Lowrance, Deputy Director of Development Services, and Leah Brown, Management Analyst, will be the City of Merced Project Managers for the Comprehensive General Plan Update and Environmental Impact Report and will represent the City of Merced and render overall supervision of the progress of the work. All services to be performed by the consultant will be subject to approval and acceptance by the Director of Development Services or designee and no payment will be made to the consultant until accepted and approved. For the Central Merced/Downtown Rail Station Area Plan (CMDRSAP), Deputy City Manager Frank Quintero will be the Project Manager in coordination with the Director of Development Services. Any questions about the RFP should be directed to Leah Brown, who may be reached at: Phone: (209) 385-6928; and Email: brownl@cityofmerced.org.

The City's Project Managers will work cooperatively with the consultant(s), by 1) providing the consultant with whatever information is available regarding its requirements for the project; 2) examining project-related documents submitted by the consultant and rendering decisions promptly to avoid unreasonable delay in the progress of the consultant's work; 3) furnishing information required of it as expeditiously as necessary for the orderly progress of work, and 4) assigning other support staff as necessary to assist the consultant to complete the items within the scope of work.



B. RFP Due Date / Mailing Address

Please send the proposal (5 hard copies), including a digital copy of all submitted elements to:

Leah Brown
City of Merced Planning Division
678 West 18th Street
Merced, CA 95340
brownl@cityofmerced.org

To be accepted, the Project Manager must have them in-hand, NOT postmarked, by **5:00 p.m.** on **Wednesday, December 18, 2024.**

C. Pre-proposal/Scoping Meeting

There will be a pre-proposal/scoping meeting for this project. The meeting is scheduled for:

Wednesday, November 20, 2024

1:30 P.M. to 3:30 P.M.

Sam Pipes Room, Merced Civic Center, 678 W. 18th St., Merced

Please hold your questions for that meeting. If a representative from the consultant team is not available to attend that meeting, please submit your questions in writing to the Project Manager at least 1 day prior to the above meeting. Answers will be summarized and posted to www.cityofmerced.org

D. Selecting Interview Pool

Proposals submitted will be reviewed for completeness and qualifications by the City of Merced Planning staff. Approximately four (4) consulting firms will be invited to interview with City staff. The interview date(s) are tentatively scheduled for **the week of January 13, 2025 or alternatively the week of January 27, 2025.**



E. Interview Format

The Project Manager and City Representatives will arrange the interviews. The interviews may take place either in person or virtually via Microsoft Teams. The purpose of the interview is not to restate the consultant's proposal, but rather to discuss the project with the consultant team members who will actually prepare the deliverables. Failure to include these individuals in the interview is grounds for automatic disqualification.

F. Final Selection Process

Upon conclusion of the interviews, the interview team will discuss the strengths and weaknesses of the proposals and decide as to which team, or independent consultants, will be recommended for final approval by the Merced City Council. The Planning Department will work with the selected consultant(s) to prepare a professional service contract, and to prepare and present the City Council administrative report to the Merced City Council. It is anticipated that formal consultant selection and contract award will be approved by the City Council in March/April 2025.

G. Review and Selection Schedule

Table IV-G: Review and Selection Schedule		
Action	Date	Notes
RFP Released	Thursday, October 24, 2024	Sent to Consultants in Appendix A and Available on City’s Website
Pre-Proposal Meeting	Wednesday, November 20, 2024	1:30 – 3:30 PM, Merced Civic Center
Proposal Due Date	Wednesday, December 18, 2024	Received by 5:00 P.M.
Consultant Interviews	Week of January 13 or 27, 2025	Tentative
City Council Contract Approval	March/April 2025 (Tentative)	6:00 P.M. (Consultant Attendance NOT Required)



VII. CONTRACTUAL TOPICS AND CONDITIONS FOR RESPONSES

A. Contractual Topics

1) *Form of Contract*

The City's standard form of contract shall be used, and includes other provisions not described here. A standard professional service contract is attached for reference (Appendix B). Please review this very carefully and note in the body of your proposal any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the consultant's response will not be made after City Staff selection of the consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal footing.

2) *Insurance*

The selected Proposer shall obtain and maintain throughout the term of the contract, at its own expense, the required insurance coverage as specified in the City's Professional Services Agreement (Section 10 of Appendix B). THE CITY'S INSURANCE REQUIREMENTS ARE MANDATORY AND CANNOT BE ALTERED OR WAIVED. The Consultant shall also provide insurance in the amounts specified in the contract naming the City as additional insured. Please carefully note the endorsement and cancellation causes in the required contract.

3) *Labor Code*

The consultant shall comply with Sections 3700 et seq. of the Labor Code of the State of California, requiring every employer to be insured against liability for worker's compensation.

4) *Conflicts of Interest*

The Consultant must be aware of and comply with conflict-of-interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City offices and committee members to file statements of interest and abide by a Conflict-of-Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body. If the proposer holds no City committee appointment or other relationship, the proposal should simply state that in response to this item. By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

5) *Method of Compensation*

The City of Merced reserves the right to award all or part of the project at its discretion. The City of Merced will compensate the consultant(s) based on the submittal of monthly invoices and monthly progress reports. The City reserves the right to request more detailed information from the consultant on its monthly invoices if needed.

6) *Local Business Enterprise Policy (LBE)*

The City of Merced is committed to ensuring a full and equitable participation by local businesses in the provision of all goods and services to the City.

7) *Nondiscrimination*

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

B. Conditions for Responses to Request for Proposals

The following conditions apply to this RFP process:

1) *Proposal Preparation Costs*

The City shall not be liable for any expenses incurred by any organization in connection with this RFP. The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

2) *Proposal Withdrawal*

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the City Contact listed in Section VI-A. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the submittal deadline.

3) *Proposal Errors*

Proposers are liable for all errors or omissions contained in their proposal. Proposers will not be allowed to alter proposal documents after the submittal deadline. If the City determines that a Proposer has provided incorrect information for consideration in the evaluation process, or

contract negotiations, and the City determines the Proposer knew or should have known the information was materially incorrect, the proposal will be rejected.

4) *Assignment and Subcontracting*

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only upon the approval of the City and with prior written approval from the City. The Proposer who is awarded a contract under this RFP will be the responsible contractor for all work performed, even if the Proposer uses approved subcontractors. Additionally, the Proposer will be responsible for all costs or charges related to or connected with the use of any approved subcontractors.

5) *Right to Refuse Personnel*

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors (collectively referred to as “staff”). The City reserves the right to interview and approve all Proposer staff members.

6) *Proposal of Additional Services*

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before the contract is signed at the sole discretion of the City.

7) *Licensure*

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The selected Proposer and its subcontractors must obtain and maintain, at their own expense, valid City of Merced business license(s) throughout the term of the contract. The City may require any or all Proposers to submit evidence of proper licensure.

8) *Contract Negotiations*

After a review of the Information and completion of the demonstration and POC, the City intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked Proposer.

9) *Right of Rejection*

The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion. The City reserves the right, at its sole discretion, to reject any and all proposals received or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The City may reject any

proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source. Where the City waives minor variances in information, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

10)Disclosure of Proposal Contents

All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the Development Services Department. All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of submitted proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Law (NRS 239). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection. Respondents shall not issue any news release pertaining to this RFP, or the City without prior written approval of the City.

11)Proprietary Information

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (NRS 239). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for not honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information.

12)Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

13)RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal will be incorporated into the final contract.

14) Proposal Amendment

The City will not accept any amendments, revisions, or alterations to submitted proposals after the submittal deadline unless such is formally requested in writing and the request is granted by the City.

15) Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion
- Make changes to the dates, times, and sequence of events related to this RFP. The RFP process schedule is subject to change, at the sole discretion of the City, although the City will attempt to follow it and, if it must be altered, will attempt to provide reasonable notice of the changes.
- Reject any and all proposals received
- Issue subsequent Requests for Proposal
- Postpone opening proposals, if necessary, for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposal
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City
- Nothing contained in this RFP shall create any contractual relationship between the respondent and the City. An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.



Appendices

- A) RFP Consultant List
- B) Sample Professional Services Contract
- C) City Contract with California High Speed Rail Authority for Grant Funds



APPENDIX A **CONSULTANT LIST**

Consultant Company	Email
AECOM	Businessinquiry.americas@aecom.com
Applied Planning, Inc.	jgilbert@appliedplanning.com
Ascent Environmental, Inc.	Mike.Parker@ascentenvironmental.com
Aspen Environmental Group	aspen@aspeneg.com business@aspeneg.com
Benchmark Resources	benchmark@benchmarkresources.com
CAJA Environmental Services, LLC	andrea@cega-nepa.com
Civic Solutions	info@civicsolutions.com
Crawford & Bowen Planning, Inc.	info@candbplanning.com
CSG Consultants	fresno@csgwebsite.com
Denise Duffy & Associates, Inc.	ddaadmin@ddaplanning.com
De Novo Planning Group	smcmurtry@denovoplanning.com
DKS	ContactDKS@dksassociates.com
Drake Haglan and Associates (acquired by Dewberry)	media@dewberry.com
Dudek	ckronenberg@dudek.com
ECORP Consulting, Inc.	info@ecorpconsulting.com
EMC Planning Group Inc.	wissler@emcplanning.com
Envicom Corporation	tcullen@envicomcorporation.com
Environmental Planning Partners	bklousner@e-planningpartners.com
EPD Solutions, Inc.	Marketing@epdsolutions.com , pschuler@epdsolutions.com
ESA	acentano@esassoc.com phickman@esassoc.com acentano@esassoc.com
FirstCarbon Solutions	info@fcs-intl.com
HDR Engineering, Inc.	Kirk.vonSpaeth@hdrinc.com
ICF International	sally.zeff@icf.com
Impact Sciences	jflores@impactsciences.com
Interwest	ssieracki@interwestgrp.com
JB Anderson Land Use Planning	john@jbandersonplanning.com
Kimley-Horn and Associates, Inc.	services@kimley-horn.com
Krazan & Associates	remingtonalexander@krazan.com
LSA Associates	fresno@lsa.net
Meridian Consultants LLC	lmaturkanic@meridianconsultantsllc.com
Michael Baker International	tom.tracy@mbakerintl.com
Mintier Harnish	office@mintierharnish.com
MRS Environmental Inc.	dean.dusette@mrsenv.com , luis.perez@mrsenv.com
Northcutt & Associates	dean.dusette@mrsenv.com
NV5	Michael.Kincaid@nv5.com
Oliveira Environmental Consulting	jeffo@olive-env.com

Consultant Company	Email
Page & Turnbull	lesak@page-turnbull.com
Power Engineers, Inc.	PDRFP@powereng.com
Provost & Pritchard Consulting Services	info@ppeng.com
QK Inc.	shara.collom@qkinc.com / Jaymie.Brauer@qkinc.com
Raney Planning & Management, Inc.	info@raneymanagement.com
RECON Environmental, Inc.	info@reconenvironmental.com
RICK Engineering	info@rickengineering.com
Rincon Consultants, Inc.	evonberg@rinconconsultants.com
RRM Design Group	bmwoods@rrmdesign.com lemacgillivray@rrmdesign.com info@rrmdesign.com
Sapphos Environmental Inc.	marketing@sapphosenvironmental.com
Stantec	askstantec@stantec.com
SWCA Environmental Consultants	bhenry@swca.com
T&B Planning, Inc.	tzinn@tbplanning.com
Tetra Tech, Inc.	betty.li@tetrattech.com
UltraSystems, Inc.	bmetcalf@ultrasystems.com
Urban Planning Partners	lflowers@up-partners.com contact@up-partners.com
Willdan	info@willdan.com

The City welcomes ALL proposals.

The above list reflects only those consultants who were emailed the City's RFP directly.



APPENDIX B

STANDARD CITY CONTRACT

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and _____, a Please Select, whose address of record is _____, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to _____; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide _____ services in connection with said project.

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

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

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the _____ or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “Please Select” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on _____, 20__.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance

with the fee schedule set forth in Exhibit “Please Select” attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit “A” within the compensation amount set forth in Exhibit “Please Select”. For Consultant’s services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$.

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONSULTANT’S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers’ compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City,

Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's

Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

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

c. Automobile Insurance.

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

automobiles owned, leased, hired or borrowed by the Consultant.

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

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

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

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

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public

works” the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

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

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by

Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

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

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

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

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

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

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

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

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

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

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

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: _____
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS:

TELEPHONE: _____

FAX: _____

E-MAIL:



APPENDIX C

CITY CONTRACT WITH CALIFORNIA HIGH SPEED RAIL AUTHORITY

January 8, 2024

Frank Quintero
Deputy City Manager
678 W 18th Street
Merced, CA 95360

Dear Frank Quintero:

Enclosed is Agreement HSR22-27 with the California High-Speed Rail Authority (Authority). The original and all copies of the Agreement must be individually signed and dated in blue ink where indicated in the lower left-hand corner above the name of the Contractor.

Please complete the following item(s) and return by mail and via email to Kayla Euka, California High-Speed Rail Authority, 770 L Street, Suite 620, MS 7, Sacramento, CA 95814 and to Kayla.Euka@hsr.ca.gov.

Standard Agreement (STD. 213). Sign the STD. 213 enclosed and return for further processing.

Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your Agreement and to persons doing business with the State. Please sign and return the first page of the current CCC. Failure to do so will prohibit the Authority from doing business with your company.

Payee Data Record (STD. 204). No payment can be made unless this form is completed and returned.

Darfur Contracting Act Certification. Pursuant to Public Contract Code sections 10475 - 10481, any company that currently or within the previous three (3) years that has had business activities or other operations outside of the United States. Please read and complete the certification. Failure to do so will prohibit the Authority from doing business with your company.

All copies of the signed Agreement must be returned to this office upon execution. If you feel that the signed Agreement will be received after *Friday, January 12, 2024*, then please do not hesitate to contact me.

The Agreement cannot be considered binding on either party until approved by the California High-Speed Rail Authority. Services should not be extended prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval.

A copy of the fully approved Agreement will be returned to you. If you do not receive your copy of the approved Agreement, or if you have any questions, please contact this office or the Contract Manager.

Thank you for your expeditious handling of this Agreement. Please return all documents to my attention.

Kayla Erika

Enclosures:

- (1) STD. 213 Standard Agreement
- (1) CCC Contractor Certification Clauses
- (1) STD. 204 Payee Data Record
- (1) California Civil Rights Laws Certification
- (1) Darfur Contracting Act Certification

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HSR22-27

PURCHASING AUTHORITY NUMBER (If Applicable)

2665

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTOR NAME

City of Merced

2. The term of this Agreement is:

START DATE

April 1, 2023 or upon approval by both parties, whichever is later

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement is:

\$500,000.00; Five Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions	
+ Exhibit D	Special Terms and Conditions	4
+ Exhibit E	Supplemental Terms and Conditions for Contracts Using Federal Funds	11
+ Exhibit F	Authorization for Execution	
+ Exhibit B, Attachment	Rate Sheet	2

Items shown with an asterisk(), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Merced

CONTRACTOR BUSINESS ADDRESS

678 W 18th Street

CITY

Merced

STATE ZIP

CA 95360

PRINTED NAME OF PERSON SIGNING

Frank Quintero

TITLE

Deputy City Manager

CONTRACTOR AUTHORIZED SIGNATURE

r,i,ad,C?

DATE SIGNED

01/26/2024

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HSR22-27

PURCHASING AUTHORITY NUMBER (If Applicable)

2665

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTING AGENCY ADDRESS

770 L Street, Suite 620 MS 7

CITY

Sacramento

STATE ZIP

CA 95814

PRINTED NAME OF PERSON SIGNING

Jeannie Jones

TITLE

Chief Administrative Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PUC 185036

**EXHIBIT A
SCOPE OF WORK**

1. BACKGROUND AND PURPOSE

- A. The California High-Speed Rail Authority is responsible for planning, designing, building, and operating the first high-speed rail system in the nation. The California high-speed rail system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs, and preserve agricultural and protected lands. When it is completed, trains will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The high-speed rail system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.
- B. The California High-Speed Rail Authority may enter into agreements with private and public entities for design, construction, and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code section 185036. Additional authority for a State agency to enter into this Agreement (Agreement) includes Public Contract Code section 10335, et seq.
- C. This Agreement is between the California High-Speed Rail Authority (Authority and/or State), an agency of the State of California, and the City of Merced, a government entity (City and/ or Contractor). The Authority and Contractor are collectively referred to herein as the "Parties," or individually as "Party."
- D. All inquiries during the term of this Agreement will be directed to the Contract Managers identified below:

AUTHORITY	CONTRACTOR (CITY OF MERCED)
Contract Manager: Ben Lichty	Contract Manager: Frank Quintero
Address: 770 L Street, Suite 620 Sacramento, CA 95814	Address: 678 W 18 th Street, Merced, CA 95360
Phone: (916) 669-6550	Phone: (209) 385-6826
Email: Ben.Lichty@hsr.ca.gov	Email: QuinteroF@cityofmerced.org

The Contract Managers may be changed without amendment as specified in Exhibit D, Section 1 of this Agreement.

The remainder of this page is intentionally left blank.

**EXHIBIT A
SCOPE OF WORK**

- E. The purpose of this Agreement is to provide funding assistance to the City, a high-speed rail station city, to prepare for economic development, land use, and transportation changes that will result from the addition of a high-speed rail station within the City. These funds are provided through the Authority to support local government planning efforts near the planned high speed rail stations.
- F. The City will become a hub for rail, bus, and other mobility modes. Rail service at the station will include Altamont Corridor Express (ACE), Amtrak San Joaquin's, and the California High-Speed Rail (HSR). The governing bodies of these rail services are the San Joaquin Regional Rail Commission (SJRRC), San Joaquin Joint Powers Authority (SJPPA), and the Authority, respectively.
- G. Merced will be the northern terminus of Phase 1 HSR operations. Merced will also be the southern terminus of the ACE Valley Rail Project. The station will be located at O Street and R Street, and W 15th and W 16th Streets. Amtrak San Joaquin's will relocate from the existing Merced station to the HSR station so that all three rail services can be within the one station area. This connection will be made possible by the Merced Intermodal Track Connection (MITC) project which will connect the BNSF corridor to the UP corridor. The SJPPA has initiated planning activities for this project. In the future all rail travel south of Merced will be consolidated onto the HSR route.
- H. The upcoming investment and changes in intrastate rail will allow opportunities for redevelopment to the area surrounding the proposed station. To enable the City to better plan for this unique opportunity, a Station Area Plan (SAP) needs to be created to prepare for the changes in land use, transportation, and several other major issues. It is also anticipated that this area may provide opportunities for Transit Oriented Development (TOD) choices and more affordable housing options. The City has also reserved an overlay section in the Zoning Ordinance to help implement the vision, goals, and policies which will be developed through the Merced General Plan Update (GPU) and SAP.
- I. The preferred SAP scenario will be included in the GPU as an appendix or reference document.

2. SCOPE OF WORK, TASK, DELIVERABLES, AND SCHEDULE

- A. The City agrees to provide the Authority all labor, tools, materials, and equipment necessary to perform station area planning in the City of Merced for the term of this Agreement.
- B. The Authority shall provide the Contractor with a limited notice to proceed (LNTP) outlining the scope of work to commence under this Agreement as well as a proposed alignment, segment number(s), and any other information about the Project segment(s) to assist the Contractor in the investigation of its existing facilities for conflicts with the Project's proposed alignment.

**EXHIBIT A
SCOPE OF WORK**

C. General Task Orders

1. **Task 1: Stakeholder Engagement and Needs Assessment**

- a. The City will procure a consultant team (Consultant) to develop Stakeholder Engagement Plan for the SAP. The City will use a competitive bidding methodology appropriate for the consultant services and will work with the Authority to ensure the labor rates, fees and costs are reasonable prior to contract execution.

The Stakeholder Engagement Plan will involve a variety of outreach activities including, but not limited to, stakeholder and public meetings, websites, surveys, interviews, focus groups, multi-language translation, and documentation. A specific number of meetings and other outreach events will be determined based on consultation with stakeholders and budget availability.

- b. The City, with support from the Consultant, will partner with legislative, community, and transit agency partners to execute the community engagement plan. The engagement planning process will involve assessment and validation of existing conditions, as well as planning and execution of various outreach exercises.
- c. Two (2) working groups will be engaged in the planning process to ensure proposed elements of the SAP are compatible with ongoing major planning activities and that feedback is incorporated as the SAP is developed. The City will continue their existing Technical Working Group (TWG) which includes the Authority, SJJPA, SJRRC, Owner and operator of the Altamont Corridor Express (ACE), Caltrans, Merced County Transit (The Bus)- Merced County Association of Governments (MCAG), and University of California Merced (UC Merced).
- d. The City will also create a Citizen's Advisory Focus Group (CAFG) which shall consist of local business stakeholders, community-based organizations, and city council staff representatives as part of the development of the GPU and SAP.
- e. As a part of the Stakeholder Engagement Plan, the Consultant must also identify recurring coordination meetings with Authority staff. These meetings are separate from the TWG and CAFG.
- f. The Consultant will produce a Stakeholder Engagement Summary which will provide a synopsis of stakeholder engagement activities, including activity dates, g. attendees, and feedback received.
- g. Consistent with City and State goals of advancing equity and discouraging displacement within the station area, the Consultant will conduct a Racial Equity Impact Assessment, which will feed into an Anti-Displacement Assessment and Strategy Report as well as a Jobs/Housing Balance Assessment. This will determine whether there are disproportionate impacts on disadvantaged communities or priority populations in the SAP area and identify potential solutions.

EXHIBIT A SCOPE OF WORK

- h. Relying on the technical expertise of the Consultant, the City will develop an Environmental Justice Assessment to provide background data for the SAP area. This report will identify demographics, health, environmental, and socio-economic conditions for disadvantaged communities in the station area. The City will work to ensure these activities are consistent with State regulations outlined by SB 1000.
- i. Task Deliverables: Stakeholder Engagement Plan, Stakeholder Engagement Activities, Stakeholder Engagement Summary, Agendas and Meeting Minutes, Racial Equity Impact Assessment, Environmental Justice Assessment, Anti-Displacement Assessment and Strategy Report, Jobs/Housing Balance Assessment

Deliverables	Anticipated Deliverables Due Date
Stakeholder Engagement Plan	December 2023
Stakeholder Engagement Activities	Ongoing
Agendas and Meeting Minutes	Ongoing
Racial Equity Impact Assessment	June 2024
Environmental Justice Assessment	June 2024
Anti-Displacement Assessment and Strategy Report	December 2024
Jobs/Housing Balance Assessment	December 2024
Stakeholder Engagement Summary	December 2025

2. Task 2: Station Area Planning

- a. The City of Merced is anticipating the arrival of several high-capacity transportation services in the Central Merced/Downtown Merced area. To effectively prepare for the introduction of future ACE, Amtrak, and HSR services, the City of Merced will conduct station area planning to better coordinate first- and last-mile connectivity to the transportation hub. These connections will encourage a higher volume of trips without the need for a single-occupancy vehicle, which is especially important for Merced due to the location of UC Merced. These areas are loosely defined and have flexibility for implementation according to local context. In order to account for the unique circumstances relevant to Central/Downtown Merced, the following tasks will be conducted to plan the future station:

**EXHIBIT A
SCOPE OF WORK**

b. **Task 2.1 Vision Statement and Goals**

The City and the Consultant will develop an updated vision statement and goals for the SAP based on visioning activities previously conducted by the City in 2016. The City will build off the draft Merced Station Area Plan vision statement, which calls for a station area that ensures investments made by the State will improve livability, mobility, and facilitate revitalization opportunities while maintaining the character and charm of downtown Merced. The City and the Consultant will engage with the TWG and SWG to ensure the vision statement and goals meet the needs of the SAP and local stakeholders.

- c. The consultant will produce an updated Vision Statement and goals for presentation to the City Council. Approval of the Vision Statement is the foundation of the analysis and shall be performed before completing the rest of this Agreement's Scope of Work.

- d. Task Deliverables: Vision Statement (based on April 2016 Vision Statement), SAP Goals (based on April 2016 Project Goals).

Deliverables	Anticipated Deliverables Due Date
Vision Statement (based on April 2016 Vision Statement)	December 2023
SAP Goals	December 2023

e. **Task 2.2 Multimodal Transportation**

Intercity transportation will present mobility challenges and opportunities for improvement in and around the station area. In this task, the Consultant will evaluate the existing conditions of the transportation system relative to the proposed Central/Downtown Merced station, noting the current efficiencies and deficiencies in the system. From there, the Consultant, in partnership with the City and stakeholders, will assess different ways to improve access to the SAP by all modes to reduce vehicle miles traveled and minimize transportation impacts. This work will be conducted using inputs from the City, the Authority, SJPA, ACE, Caltrans, and other relevant data sources to anticipate and prepare for future transportation scenarios and optimize the increase in mobility provided by the HSR station.

- f. Working with the City, the Consultant shall identify and recommend key changes to the multimodal transportation system to improve safety and access for all users and reduce negative effects. Potential recommendations could include, but are not limited to, additional active transportation infrastructure, smart mobility, additional transit service, and changes in land use that are more compatible with

EXHIBIT A SCOPE OF WORK

high-capacity transit, such as transit-oriented development (TOD). Efficient connections to UC Merced and Yosemite National Park shall be prioritized.

- g. The Consultant, in partnership with the City and the Authority, shall perform a Parking Assessment, which will analyze existing supply and utilization of parking in and adjacent to the station area and recommend strategies for provision of parking in the station area, including proposed changes to parking requirements in the zoning code. This assessment shall be conducted to account for changes in land use that are more compatible with high-capacity transit, such as TOD. Case studies relevant to the SAP will be assessed and included in the Parking Assessment.
- h. Task Deliverables: Multimodal Transportation Assessment and Parking Assessment, each including Methodology, Data repository, Draft and Final Report

Deliverables	Anticipated Deliverables Due Date
Multimodal Transportation Assessment (including Methodology, Data repository, Draft and Final Report)	December 2024
Parking Assessment (including Methodology, Data repository, Draft and Final Report)	December 2024

i. **Task 2.3 Develop and Analyze Future Scenarios and Mobility Hub Concept**

Based on the work of the preceding tasks and community and stakeholder engagement, the Consultant shall develop up to three (3) SAP scenarios for evaluation. Exercises related to developing these visions will include creating plans and strategies for revised transportation and access systems as well as developing different land use approaches to focus growth around the SAP and Downtown Merced. This work will include objective, quantifiable targets for growth with community design diagrams and maps.

- j. The SAP scenarios will consider different transportation elements, mobility improvements, socioeconomic factors, equity factors, land use designations, and changes in land use that are more compatible with high-capacity transit, such as TOD. Scenarios can be analyzed using Geographic Information Systems (GIS) to assess benefits and impacts, such as housing units, jobs, greenhouse gas emissions, travel mode changes, and other criteria of community importance. Case studies of successful mobility and land use integration approaches will also be identified and analyzed to evaluate these scenarios.
- k. The recommended SAP scenario will be incorporated into the GPU as an appendix or reference document.

**EXHIBIT A
SCOPE OF WORK**

- l. A Mobility Hub Concept for the recommended scenario will be created to better communicate how the station area will operate as a place where people can seamlessly connect with multiple modes of transportation in a safe, comfortable, and accessible environment. This Mobility Hub Concept should show how different services will be implemented, and how they will integrate with existing and future infrastructure.
- m. Task Deliverables: SAP Scenarios, Transportation Strategies with maps and diagrams, Land Use Strategies with maps and diagrams, SAP Analysis and Recommendation, Mobility Hub Plan for Recommended Scenario

Deliverables	Anticipated Deliverables Due Date
SAP Scenarios	June 2025
Transportation Strategies with maps and diagrams	June 2025
Land Use Strategies with maps and diagrams	June 2025
SAP Analysis and Recommendation	October 2025
Mobility Hub Concept for Recommended Scenario	December 2025

3. **Task 3: Central/Downtown Merced Task**

- a. To further enhance economic vitality, increase housing supply, provide opportunities for mixed use development, and encourage affordable housing in the Central/Downtown Merced area, careful land use planning and economic analysis should be conducted to ensure proposed elements in the Central Merced/Downtown area are sustainable and compatible. With careful consideration of other ongoing planning activities, such as the development of the SAP, the shift to a one-way Main Street, the Merced Active Transportation and Safe Routes to School Plan and others, the following tasks will be performed by the Consultant:

b. **Task 3.1 Statement of Purpose and Visioning**

The City and the Consultant will leverage the community and stakeholder engagement to create potential visions and guiding principles to connect the SAP with Central Merced and Downtown through the City's General Plan Update and appropriate document elements. This process will help define a SAP where further refinement on land use within the area can shape other policy and implementation tools. Those tools are likely to lead to the High-Speed Rail Overlay Zone, currently reserved High-Speed Rail Overlay Zone, Chapter 20.22.030 of the Merced, California – Code of Ordinances.

**EXHIBIT A
SCOPE OF WORK**

- c. Exercises related to developing these visions will include creating plans and strategies for revised transportation and access systems as well as different land use and economic growth strategies for Central/Downtown Merced, including changes in land use that are more compatible with high-capacity transit, such as TOD, mixed use development, and affordable housing. This work will include objective, quantifiable targets for growth, recommended land uses, community design diagrams and maps. These exercises should also explore various options to assist in the implementation including the use of form-based codes.
- d. Task Deliverables: Definition of the Station Plan Area, Statement of Purpose, Transportation strategies, Land use strategies, Economic growth strategies, Design diagrams, Maps, recommended purpose, applicability, regulations, and standards for the High-Speed Rail Overlay Zone, Chapter 20.22.030 of the Merced, California – Code of Ordinances. Recommendation related to the use of Form Based Code within the Station Plan Area.

Deliverables	Anticipated Deliverables Due Date
Definition of the Station Plan Area	December 2023
Statement of Purpose	December 2023
Transportation strategies	May 2025
Land use strategies	June 2025
Economic growth strategies	July 2025
Design diagrams	July 2025
Maps	July 2025
Recommended purpose, applicability, regulations, and standards for the High-Speed Rail Overlay Zone, Chapter 20.22.030 of the Merced, California – Code of Ordinances	July 2025

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**EXHIBIT A
SCOPE OF WORK**

e. **Task 3.2 Absorption Analysis**

Working with the City and leveraging market assessment work that has been completed to date, the Consultant will perform an Absorption Analysis which will study economic development challenges and opportunities in downtown Merced and adjacent areas to understand the potential of shifting new developments currently happening in the suburban areas of Merced to downtown, including proposed approaches for how such a shift could be accomplished. This analysis shall feature existing resources attracting visitors to Merced, such as the UC Merced and Yosemite National Park.

f. Task Deliverables: Absorption Analysis

Deliverables	Anticipated Deliverables Due Date
Absorption Analysis	October 2025

g. **Task 3.3 Develop and Analyze Economic Scenarios**

Given the information acquired through the creation of land use and economic development strategies for Central/Downtown Merced, the Consultant will develop future economic scenarios based on work performed through the previous two tasks. This exercise will better inform the GPU by providing an economic forecast to the City of Merced and inform them of the potential economic productivity of Central/Downtown Merced given each scenario. The City will then choose the best fitting scenario for Merced, which will then be included in the GPU.

h. Task Deliverables: Economic Scenarios, Economic Forecast

Deliverables	Anticipated Deliverables Due Date
Economic Scenarios, Economic Forecast	December 2025

- D. The Contractor's staff will be reimbursed at actual costs not to exceed the hourly rates set forth in Exhibit B, Attachment 1 – Rate Sheet. Subcontractor and vendor costs shall only be reimbursed if such subcontracting is necessary to augment Contractor's staff, approved by the Authority's Contract Manager in a written LNTP, compliant with the State Contracting Manual, and any applicable rates are specifically included in Exhibit B, Attachment 1 – Rate Sheet.

**EXHIBIT A
SCOPE OF WORK**

The Contractor acknowledges that any attorney time must first be specifically requested by the Authority in writing in a LNTP.

The Contractor will be reimbursed for the actual, reasonable and necessary costs it incurs not to exceed the hourly rates set forth in Exhibit B, Attachment 1 for (i) labor, (ii) fringe and overhead rates, and (iii) other direct costs, limited to approved staff, subcontractors, and vendors.

- E. Except as specifically set forth above, the Contractor acknowledges the following costs shall not be reimbursed: (i) reviewing and/or providing comments on environmental documents (including, but not limited to, environmental impact statements and environmental impact reports); (ii) attending meetings, unless requested in writing by the Authority; (iii) acquisition of real property, which shall be handled through the property acquisition process; (iv) coordination for design and construction activities, which shall be handled through task orders/utility agreements; (v) preliminary and/or final designs, which shall be handled through task orders/utility agreements; (vi) construction, materials, or inspection, which shall be handled through task orders/utility agreements.

3. SCHEDULE OF SERVICES AND NOTICE TO PROCEED

- A. Performance of the work described in Exhibit A, Scope of Work, Section 2, Scope of Work, Task, Deliverables, and Schedule shall commence upon receipt of a LNTP. Unless terminated as provided herein, the work shall continue until the earlier of (i) completion of the work, or (ii) expiration of the term.
- B. No work shall be initiated by the Contractor prior to execution of the Agreement and the LNTP has been provided by the Authority's Contract Manager.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. FUNDING REQUIREMENTS

- A. This Agreement shall be of no further force and effect if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, except as provided in Section 1(B) below, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provision of this Agreement.
- B. After execution or commencement of this Agreement, if funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of the work, the Authority shall have the option to either: (i) cancel this Agreement with no further liability occurring to the Authority, with the exception of reimbursing the Contractor for work completed prior to the Agreement's cancellation; or (ii) offer an Agreement amendment to the Contractor to reflect the reduced amount, the approval of which shall be subject to the mutual agreement of the Contractor and the Authority.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

2. COMPENSATION, INVOICING, AND PAYMENT

- A. The maximum amount of this Agreement is an estimate, and the actual amount of work requested by the Authority may be less. No payment shall be made to the Contractor in advance of services rendered.
- B. The Contractor shall not be entitled to payment for work performed prior to receipt of the Limited Notice to Proceed or Notice to Proceed from the Authority's Contract Manager. No work shall begin before that time.
- C. Invoices shall include the Agreement number, date prepared, billing period, actual hours worked (by individual name and position), actual costs for salaries (by position), a narrative of the work performed, and fringe, overhead, and other direct costs. For any claimed subcontractor or vendor cost, a copy of the applicable subcontractor/vendor invoice must accompany the Contractor invoice. The Contractor shall only be reimbursed for claimed costs and expense labor rates identified in Exhibit B, Attachment 1 – Rate Sheet and only the actual rates will be reimbursed subsequent to the procurement of the Consultant services. Attachment 1 – Rate Sheet will be amended as to the Consultant and/or subcontractors with a contract amendment after approval that the rates are reasonable by the ACM and Authority Chief Administrative Officer (CAO).

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- D. For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the Authority Contract Manager, the Authority agrees to reimburse the Contractor for actual, direct, reasonable and necessary costs incurred. The City's fees and charges not to exceed the rates set forth Exhibit B, Attachment 1 - Rate Sheet. Subcontractors and Subconsultants shall be subject to the same reimbursement provisions.
- E. The Contractor shall provide one (1) electronic original copy of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than thirty (30) days after completion of each billing period or upon completion of a task to:

Financial Office
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814
accountspayable@hsr.ca.gov

AND

The Contractor shall also electronically submit one (1) courtesy copy of the invoice and supporting documentation to the Authority's Contract Manager or designee at the email address identified in Exhibit A. If requested by the Authority, the Contractor shall provide paper copies of the invoice for payment, receipts and other supporting documentation. The following certification shall be included on each invoice and signed by the Contractor's authorized official:

"I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method."

- F. The date of "invoice receipt" shall be the date the Authority's Financial Office receives the electronic copy.
- G. Payments shall be made to the Contractor for undisputed invoices. If the Authority's Financial Office or the Authority Contract Manager disputes an invoice, or a portion thereof, it shall notify the Contractor within fifteen (15) working days of receipt of the invoice and pay undisputed portions of the invoice in accordance with the Agreement. The invoice may be disputed if additional evidence is required to determine the invoice's validity, deliverables for the billing period have not been received and approved, the invoice contains inaccuracies, or the invoice does not otherwise comply with the terms of this Agreement. If a disputed invoice, or any disputed portion thereof, is resolved, the Contractor shall issue a new invoice for the resolved amount and the Authority shall pay the invoice in accordance with the terms of this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- H. Positions and/or rates listed in Exhibit B, Attachment 1 - Rate Sheet, may be changed without an amendment to the Agreement in accordance with the requirements of this section, including the approval of the ACM and COA required in Paragraph C. A request for change must be in writing, on the Contractor's letterhead, and (1) identify the position and rate that is requested to be added or removed; (2) specify the reason for any position or rate change; (3) provide a current rate table for all project team members; and (4) provide documentation supporting any position or rate change such as a Board of Directors' Resolution, a new union contract, or equivalent official document. There shall be no change in the positions or rates without written approval by the Authority's Contract Manager.
- I. The Contractor shall retain back-up documentation for audit purposes, available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all subcontractor and/or consultant services and expenses invoiced for payment under this Agreement.

3. COST PRINCIPLES

The Contractor's performance shall be governed by and in compliance with the following administrative and cost principles:

- A. The Contractor, who is a governmental entity, shall comply with Title 49 Code of Federal Regulations (C.F.R.), Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and U.S. Office of Management and Budget (U.S. OMB) Circular A-87, as amended, Cost Principles for State, Local, and Indian Tribal Governments and if applicable, 48 C.F.R, Part 31 Contract Cost Principles and Procedures. The Contractor shall also comply with applicable provisions of C.F.R. Part 200 (including § 200.101), the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R Part 1201.
- B. If the Contractor's consultant/subcontractor is a for-profit organization, then the Contractor (and its consultant/subcontractor) shall comply with applicable Title 49 C.F.R., Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, and Title 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. This compliance also includes applicable provisions of C.F.R. Part 200 (including § 200.101), the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R Part 1201. If applicable, this compliance also includes the OMB Circular A-87, as amended, Cost Principles for State and Local Governments and 48 C.F.R, Part 31 Contract Cost Principles and Procedures
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable are subject to repayment by the Contractor to the Authority.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this clause.
- E. The identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.
- F. If any costs for which payment has been made to the Contractor are determined by subsequent audit to be unallowable under the applicable administrative and cost principles referenced above, then the unallowable costs are subject to repayment by the Contractor to the Authority.

4. TRAVEL AND PER DIEM RATES

- A. No travel is allowed or compensated for under this Agreement.

5. CONTINGENT FEE

The Contractor certifies, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this certification, the Authority has the right to annul this Agreement without liability, to pay only for the value of the work actually performed, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

General Terms and Conditions (“GTC”) 04/2017

Under the California High-Speed Rail Authority’s standardized agreement process, a hardcopy of Exhibit C, GTC 04/2017, is not included in the Agreement but is incorporated herein by this reference. As indicated on the STD 213, a copy of Exhibit C can be found at the [Department of General Services State Contract Language page \[https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language\]](https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language).

If you do not have internet access, or otherwise cannot access the GTC 04/2017, please contact the Contracts and Procurement Branch below to receive a copy:

Contracts and Procurement Branch
(916) 324-1541
770 L Street, Suite 620 MS3
Sacramento, California 95814

The remainder of this page is intentionally left blank.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT MANAGEMENT

- A. The Contractor's Contract Manager is responsible for the day-to-day project status, decisions, and communications with the Authority's Contract Manager. The Contractor may change its Contract Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract Manager. This approval shall not be unreasonably withheld.
- B. The Authority may change its Contract Manager at any time without an amendment, by giving written notice to the Contractor.

2. TERMINATION

- A. This Agreement may be terminated at any time by mutual agreement of the Parties in writing.
- B. Termination for Convenience. The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to the Contractor, if terminated for the convenience of the Authority. In the event of such termination for convenience, the Authority shall pay the Contractor for all Work performed prior to the effective date of termination.
- C. Notice of Termination for Subcontractors, Suppliers, and Service Providers. The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for any termination costs incurred by any subcontractor and service or supply vendor for Work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- D. Contractor Claims After Early Termination. The Contractor shall release the Authority from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for Work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

3. PURCHASE OF EQUIPMENT

No equipment is approved for purchase.

4. SUBCONTRACTING

- A. Upon prior approval by the Authority, the Contractor may subcontract a portion of the work. Exhibit B, Attachment 1 – Rate Sheet shall identify the actual rates for any approved subcontractor and/or Consultant (collectively, subcontractor) after approval by the ACM and CAO. Any substitution of a subcontractor shall be approved in writing by the Authority's Contract Manager prior to such substituted subcontractor performing Work. Unless specifically

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

noted otherwise, any subcontract in excess of \$25,000 shall contain all the applicable provisions stipulated in this Agreement.

- B. This Agreement shall not create a contractual relationship between the Authority and any approved subcontractor. A subcontract shall not relieve the Contractor of performance of its duties hereunder. The Contractor shall be responsible for any and all acts and omissions of its subcontractors and their employees.
- C. The Contractor's obligation to pay its subcontractors is independent of the Authority's obligation to pay the Contractor.

5. PUBLIC RECORDS; CONFLICTS OF INTEREST

- A. This Agreement shall not limit or infringe on either Party's duty to comply with the California Public Records Act, Government Code section 6250 et seq.
- B. The Contractor and its employees, and all its subcontractors and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

6. NONDISCRIMINATION COMPLIANCE

- A. During the performance of this Agreement, the Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing to the awarding state agency upon reasonable notice at any time during normal business hours, but in no case upon less than twenty-four (24) hours' notice, to such of its books, records, accounts, other sources of information, and facilities as said Department or Agency shall require to ascertain compliance with this clause.
- D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

7. STOP WORK

- A. The Authority's Contract Manager may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the Work tasks in this Agreement.
- B. Upon receipt of such stop Work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to Work stopped.
- C. The Contractor shall resume the stopped Work only upon receipt of written instruction from the Authority Contract Manager canceling the stop Work order. An equitable adjustment shall be made by the Authority based on a written request by the Contractor for such equitable adjustment. Such adjustment request must be made by the Contractor within thirty (30) days from the date of receipt of the stop Work notice.

8. SETTLEMENT OF DISPUTES

The Parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.

9. HEADINGS AND RULES OF CONSTRUCTION

The headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

10. NON-WAIVER

Failure to enforce any provisions of this Agreement shall not operate as a waiver of that or any other provision or any subsequent breach of this Agreement. All terms in Exhibit E must be included in all subcontracts and lower-tier subcontracts regardless of the amount expended, unless otherwise noted.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged via email or other electronic means, and any email or electronic exchange of a Party's signature, or any digital signature of a Party, which complies with the Uniform Electronic Transactions Act, shall be deemed to be an original signature for all purposes.

12. EXECUTIVE ORDER N-6-22- RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Contractor represents that it is not a target of Economic Sanctions. Should Authority determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination by Authority.

The remainder of this page is intentionally left blank.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

All terms in Exhibit E must be included in all subcontracts and lower-tier subcontracts regardless of the amount expended, unless otherwise noted.

1. FEDERAL REQUIREMENTS

The Contractor understands that the Authority has received federal funding from the Federal Rail Administration (FRA) and may receive additional Federal funding from the FRA, U.S. DOT and/or other Federal agencies for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies, and related administrative practices, whether or not specifically referenced herein.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of FRA requirements.

References to the amended Federal Railroad Administration Grant Cooperative Agreement No. FR-HSR-0009-10-01-06 (ARRA Grant) provisions herein are also deemed to apply in principle to the FRA Grant Cooperative Agreement No. FR-HSR-0118012, as amended (FY 10 Grant) and/or any future FRA, U.S. DOT, or other Federal agency Grant/Cooperative Agreement requirements, including but not limited to reporting requirements and related obligations. The Contractor acknowledges that it is required to comply with, and adhere to, all requisite Federal requirements from the FRA, UD DOT and/or other Federal agencies that apply, or will apply.

2. COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor's failure to comply with federal requirements shall constitute a breach of this Agreement.

3. FEDERAL LOBBYING ACTIVITIES CERTIFICATION

The Contractor certifies, to the best of its knowledge and belief, that:

- 3.1. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any state or federal agreement, the making of any state or federal grant, the making of any state or federal loan, the entering into of

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal agreement, grant, loan, or cooperative agreement.

- 3.2. 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 federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3.3. This certification is a material representation of fact upon which reliance was 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, United States Code (U.S.C.). 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.
- 3.4. The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts that exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

4. DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 2 C.F.R. 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. section 6101 note, and U.S. Department of Transportation (DOT) regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. OMB "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

- 4.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 4.2. Has not had one or more public transactions (federal, state, and/or local) terminated within the preceding three (3) years for cause or default;

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- 4.3. Has not been convicted within the preceding three (3) years of any of the offenses listed in Title 2 C.F.R. section 180.800, subdivision (a), or had a civil judgment rendered against it for one of those offenses within that time period; and
- 4.4. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, and/or local) with commission of any of the offenses listed in Title 2 C.F.R. section 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this Section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification. The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the “Excluded Parties Listing System,” will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

5. SITE VISITS

The Contractor acknowledges that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide, and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay Work being conducted by the Contractor or subcontractor.

6. SAFETY OVERSIGHT

To the extent applicable, the Contractor shall comply with any federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

7. ENVIRONMENTAL PROTECTION

The Contractor and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- 7.1. Clean Air. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency (EPA) Regional Office.
- 7.2. Clean Water. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

1251 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.

- 7.3. Energy Conservation. The Contractor will comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. section 6421 et seq.
- 7.4. Agreement Not to Use Violating Facilities. The Contractor agrees not to use any facility that is listed on the List of Violating Facilities maintained by the EPA to perform Work hereunder. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility that will be used to perform Work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- 7.5. Environmental Protection. The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. section 4321 et seq.
- 7.6. Incorporation of Provisions. The Contractor shall include the above provisions 7.1 through 7.6 in every subcontract hereunder exceeding \$50,000, financed in whole or in part with federal assistance provided by the FRA.

8. CIVIL RIGHTS

The following requirements apply to this Agreement:

- 8.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d; section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102; section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132; and 49 U.S.C. section 306, the Contractor will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.
- 8.2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- 8.2.1. Race, Color, Religion, National Origin, or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e, the Contractor will comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include 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. In addition, the Contractor will comply with any implementing requirements the FRA may issue.
- 8.2.2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623, the Contractor will refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor will comply with any implementing requirements the FRA may issue.
- 8.2.3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the Contractor will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Contractor will comply with the requirements of U.S. DOT, “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor will comply with any implementing requirements the FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (Pub.L. No. 92-255), as amended, or alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub.L. No. 91-616), as amended, and to comply with sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FRA, modified only if necessary to identify the affected parties.

9. ARRA FUNDED PROJECT

Funding for this Agreement has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. No. 111-5). All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or state entities. The state has the right to cancel, terminate, or suspend the Agreement if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

10. ENFORCEABILITY

The Contractor agrees that if the Contractor or one of its subcontractors fails to comply with all applicable federal and State of California requirements governing the use of ARRA funds, the state may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the state under all applicable state and federal laws.

11. PROHIBITION ON USE OF ARRA FUNDS

The Contractor agrees in accordance with ARRA section 1604 that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

12. ACCESS AND INSPECTION OF RECORDS

12.1. In accordance with ARRA sections 902, 1514, and 1515, the Contractor agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under sections 3 or 8G of the United States Inspector General Act of 1978, or his representative, to:

12.1.1. Access and reproduce any books, documents, papers and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and

12.1.2. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.

12.2. Pursuant to 49 C.F.R. section 18.26, subdivision (i)(11), 49 C.F.R. section 19.26 or U.S. OMB Circular A-133 (whichever applicable), the Contractor will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

settlement of claims arising from the performance of this contract, in which case the Contractor will maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six (6) months prior to disposal of any books, records, accounts and reports required under this Agreement.

- 12.3. The Contractor will comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, Title 5 U.S.C. section 552, subdivision (a).

The Contractor shall include this provision in all lower-tier subcontracts.

13. WHISTLEBLOWER PROTECTION

The Contractor agrees that both it and its subcontractors shall comply with section 1553 of the ARRA, which prohibits all non-federal contractors, including the state, and all contractors of the state, from discharging, demoting, or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

- 13.1. Gross mismanagement of a contract relating to ARRA funds;
- 13.2. Gross waste of ARRA funds;
- 13.3. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
- 13.4. An abuse of authority related to implementation or use of ARRA funds; or
- 13.5. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

The Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under section 1553 of Title XV of Division A of the ARRA.

14. FRAUD AND FALSE CLAIMS ACT

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. section 3801 et seq., and the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or it causes to be made, pertaining to this Agreement or the FRA-assisted project for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the federal government deems appropriate.

The Contractor 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 the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. section 1001 or any other applicable law on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees that it shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

The Contractor will include the above paragraphs in each subcontract financed in whole or in part with federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

15. REPORTING REQUIREMENTS

The Contractor agrees, upon request by the Authority in writing, to provide the Authority with the following information:

- 15.1. The total amount of funds received by the Contractor during the time period defined in the Authority's request;
- 15.2. The amount of funds actually expended or obligated during the time period requested;
- 15.3. A detailed list of all projects or activities for which funds were expended or obligated, including:
 - 15.3.1. The name of the project or activity;
 - 15.3.2. A description of the project activity;
 - 15.3.3. An evaluation of the completion status of the project or activity; and
 - 15.3.4. An estimate of the number of jobs created and/or retained by the project or activity.
- 15.4. For any contracts or subcontracts equal to or greater than \$25,000:
 - 15.4.1. The name of the entity receiving the contract;
 - 15.4.2. The amount of the contract;

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- 15.4.3. The transaction type;
- 15.4.4. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
- 15.4.5. The location of the entity receiving the contract;
- 15.4.6. The primary location of the contract, including city, state, congressional district, and county;
- 15.4.7. The Data Universal Numbering System (DUNS) number, or name and zip code for the entity headquarters, if known;
- 15.4.8. A unique identifier of the entity receiving the contract and the parent entity of the Contractor, should the entity be owned by another; and
- 15.4.9. The names and total compensation of the five most highly compensated officers of the company if received:
 - 15.4.9.1. 80% or more of its annual gross revenues in federal awards;
 - 15.4.9.2. \$25,000,000 or more in annual gross revenue from federal awards; and
 - 15.4.9.3. If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13, subdivision (a) or section 15, subdivision (d) of the Securities Exchange Act of 1934, or section 6104 of Internal Revenue Code of 1986.
- 15.4.10. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instruction for use in complying with reporting requirements under section 1512 of the ARRA are pending review by the federal government and were published in the Federal Register on April 1, 2009 (74 Fed. Reg. 14824) and are to be provided online at www.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

16. REPRINTS OF PUBLICATIONS

Whenever an employee of a Contractor-related entity writes an article regarding the Project, or otherwise resulting from Work under this Agreement, that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.”

17. LABOR PROVISIONS

49 U.S.C. 24405, subdivision (b) provides that any person conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a “rail carrier,” as defined by 49 U.S.C. 10102, subdivision (5), for the purposes of Title 49, U.S.C., and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.), the Railway Labor Act (43 U.S.C. § 151 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.). To the extent required by 49 U.S.C. 24405, subdivision (b) and other laws referenced above, the Contractor shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

18. LABOR PROTECTIVE ARRANGEMENTS

The Contractor will comply with the applicable protective arrangements established under section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836. with respect to employees affected by actions taken in connection with the Project. The Contractor will also include the applicable protective arrangements established by the U.S. DOL under 45 U.S.C. 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.

19. PROHIBITION OF TRAFFICKING IN PERSONS

The Contractor agrees that during the term of this Agreement, in accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. section 7104(g)), the Contractor and its employees, and its Subcontractors (of any tier), and all of their employees, shall not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of this Agreement.

This provision must be included in all Subcontract agreements.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

20. PROHIBITION OF TEXT MESSAGING WHILE DRIVING

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that bar text messaging while driving company-owned, leased, or rented vehicles or privately-owned vehicles when performing work under this Agreement. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2019-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf).

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EXHIBIT F
AUTHORIZATION FOR EXECUTION

[If a city, county, district or other local public body is a party to the Agreement:] Copy of
Resolution/Order/Motion/Ordinance of Contractor Authorizing Execution of the Agreement.

(See attached.)

EXHIBIT B
ATTACHMENT 1 – RATE SHEET

LABOR CLASSIFICATION	FULLY LOADED HOURLY RATE*
Project Manager	\$190 - 350
Deputy Project Manager	\$140 - 280
Contracts Manager	\$90 - 170
Admin Support	\$70 - 135
Project Accountant	\$70 - 185
Principal	\$230 - 435
Transportation Task Manager	\$250 - 410
Land Use Task Manager	\$150 - 265
Economics Task Manager	\$165 - 265
Outreach Manager	\$140 - 240
CEQA / EIR Task Manager	\$165 - 310
Senior Urban Designer	\$115 - 210
Senior Urban Planner	\$110 - 210
Senior Transportation Planner	\$140 - 265
Urban Designer	\$90 - 200
Planner	\$90 - 170
GIS Specialist	\$85 - 160
Outreach Specialist	\$80 - 185
Technical Specialist	\$160 - 350
Economist	\$90 - 170
Senior Environmental Analyst	\$140 - 265
Environmental Analyst	\$80 - 185
Senior Architect	\$140 - 280
Architect	\$80 - 170
Senior landscape Designer	\$150 - 310
Landscape Designer	\$80 - 170
Senior Engineer	\$140 - 280
Associate / Staff Engineer	\$90 - 210
Assistant Engineer	\$40 - 140
Engineering Consultant	\$90 - 210
Planning Consultant	\$90 - 170
Public Works Consultant	\$90 - 210
Engineering / Traffic Engineering Consultant	\$100 - 210
Urban Design Consultant	\$100 - 210
Rail Engineering Consultant	\$100 - 210
Hazardous Waste Consultant	\$100 - 210
Environmental Consultant	\$80 - 195

EXHIBIT B
ATTACHMENT 1 – RATE SHEET

Sustainability Consultant	\$80 - 195
Stormwater / Drainage Engineering Consultant	\$90 - 210
Landscape Consultant	\$80 - 170
Economic Development Consultant	\$90 - 210
Real Estate Consultant	\$100 - 210
Financial Consultant	\$100 - 210
Brownfields Consultant	\$90 - 170
Website Design Consultant	\$80 - 160
Architectural Consultant	\$90 - 195
Graphics Design Consultant	\$80 - 160
Communications Consultant	\$80 - 185
Meeting Facilitation Consultant	\$80 - 185
3d Modeling/BIM Consultant	\$80 - 170
Intern	\$30 - 100

* In accordance with the terms of this Agreement, the Consultant and/or subcontractor rates included in Attachment 1 - Rate Sheet are estimates, and only the actual rates will be reimbursed subsequent to the procurement of the Consultant services and approval of subcontractors. No work shall be performed by consultants and/or subcontractors until actual rates are received and approved by the Authority.

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HSR22-27_Contractor Signature Letter_Package_

Final Audit Report

2024-01-26

Created:	2024-01-08
By:	Kayla Euka (Kayla.Euka@hsr.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmnGoy-oVo-SNXUbilCSxfkFVVaD6wVk6

"HSR22-27_Contractor Signature Letter_Package_" History

-  Document created by Kayla Euka (Kayla.Euka@hsr.ca.gov)
2024-01-08 - 5:25:24 PM GMT- IP address: 104.129.192.105
-  Document emailed to Frank Quintero (quinterof@cityofmerced.org) for signature
2024-01-08 - 5:25:30 PM GMT
-  Email viewed by Frank Quintero (quinterof@cityofmerced.org)
2024-01-15 - 5:58:55 PM GMT- IP address: 40.94.28.189
-  Email viewed by Frank Quintero (quinterof@cityofmerced.org)
2024-01-26 - 8:42:17 PM GMT- IP address: 104.47.65.254
-  New document URL requested by Frank Quintero (quinterof@cityofmerced.org)
2024-01-26 - 8:42:24 PM GMT- IP address: 136.226.67.190
-  Document e-signed by Frank Quintero (quinterof@cityofmerced.org)
Signature Date: 2024-01-26 - 8:50:58 PM GMT - Time Source: server- IP address: 136.226.67.190
-  Agreement completed.
2024-01-26 - 8:50:58 PM GMT