



RTC 12-143

**CITY OF SUNNYVALE
OFFICE OF THE CITY MANAGER**

June 13, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Gary Luebbers, City Manager

BY: Hanson Hom, Director of Community Development
Grace Leung, Director of Finance

SUBJECT: Clarification on Alternative Actions Regarding Award of Contract for Urban Planning for Phase 2 of Lawrence Station Area Plan (SAP)

On June 12, the City Council authorized acceptance of a Metropolitan Transportation Commission (MTC) Station Area and Land Use Planning Grant of \$450,000 and approved a budget modification to appropriate grant funding for the project. The Council deferred a decision on awarding a contract to BMS Design Group to assist in preparing the Phase 2 Plan.

Staff received two proposals in response to the Request for Proposals (RFP) and selected BMS Design Group, not only because of their familiarity with the Lawrence Station area through the Phase 1 planning effort, but because of their extensive experience in transit station planning and similar urban design and land use plans. The firm's projects have covered a wide range of land uses involving employment, entertainment, campus, residential and mixed use proposals that have involved considerable community involvement. Past Santa Clara County projects have included the Diridon/Arena Strategic Development Plan for the City of San Jose Redevelopment Agency, and they are currently completing a comprehensive corridor plan for the City of Palo Alto. Their website provides more information on the firm and their past projects: www.bmsdesigngroup.com.

**ADDRESS ALL MAIL TO: P.O. BOX 3707 SUNNYVALE, CALIFORNIA 94088-3707
TDD (408) 730-7501**

Printed on Recycled Paper

Section 2.08.140 of the Municipal Code establishes that City Council (as the awarding authority for this transaction) can reject, in whole or in part, proposals received in response to an RFP. If the Council prefers to select another consultant, the proposal from BMS Design Group should be formally rejected. Staff would then engage in discussions with the second qualified consultant firm that submitted a proposal, Dyett & Bhatia. This firm also has extensive experience with station area plans and other comprehensive planning efforts and could be a suitable substitute. If an agreement can be reached with this firm, staff estimates that the earliest a contract award could be brought back to the City Council would be July 17, or as soon as possible thereafter as the meeting schedule will allow. Alternatively, if an agreement cannot be reached with Dyett & Bhatia, staff will recommend rejecting their proposal and will proceed to reissue the RFP. A new RFP process would take an additional three months (overall up to five months) to return to the City Council with a recommended contract award. We have alerted MTC regarding the project delay and will update them next week following the Council direction on June 19.

**Council Meeting: June 12, 2012**

SUBJECT: Authorization to Accept a Metropolitan Transportation Commission Grant, Award of a Contract for Urban Planning for Phase 2 of the Lawrence Station Area Plan (SAP) and Approval of Budget Modification No. 40 (F1111-32)

BACKGROUND

In 2009, the City was awarded a \$150,000 grant from the Santa Clara Valley Transportation Authority (VTA) under VTA's FY 2008/2009 Community Design and Transportation Grant Program for the Lawrence SAP project. Using this funding, staff completed Phase 1 of the Lawrence Station Area Plan (LSAP) effort in partnership with a consultant team led by BMS Design Group. Phase 1 of LSAP included: overall framework plan, land use alternatives analysis, access and circulation analysis and a preliminary assessment of parking needs, traffic, infrastructure and open space requirements in the area. Council accepted the first phase plan for LSAP in November 2011 (RTC No. 11-240). Meanwhile, staff continued to seek grant funding for the final phase of the study.

As the Phase 1 LSAP study was winding down, the City was notified that it had been selected by the Metropolitan Transportation Commission (MTC) for a Station Area Planning (SAP) grant in the amount of \$450,000 under the Station Area and Land Use Planning Program, also known as the FOCUS program (Attachment B). The City received the MTC's funding agreement required by the grant in January 2012 and then issued Request for Proposals (RFP) F1111-32 in February 2012 to complete Phase 2 of the LSAP. Phase 2 builds on the framework created in Phase 1 of the study, and will include detailed analysis of planning elements, a program-level Environmental Impact Report (EIR) and resulting code amendments if approved by Council, as more fully enumerated below.

In order to complete this final phase, Council approval is requested to: Accept the Metropolitan Transportation Commission (MTC) Station Area and Land Use Planning Grant in the amount of \$450,000, authorize the City Manager to execute the Funding Agreement, and for the award of contract in the amount of \$349,978 to BMS Design Group to assist the Community Development Department in preparing Phase 2 of the Lawrence Station Area Plan (LSAP). Approval is also requested for Budget Modification No. 40 to appropriate the grant funding received for this project.

EXISTING POLICY

GOAL LT-1: Coordinated Regional Planning Protect and sustain a high quality of life in Sunnyvale by participating in coordinated land use and transportation planning in the region.

Policy LT -1.3 Promote integrated and coordinated local land use and transportation planning.

Policy LT -1.1 Advocate the City's interests to regional agencies that make land use and transportation system decisions that affect Sunnyvale.

Policy LT -1.7 Contribute to efforts to minimize region-wide average trip length and single-occupant vehicle trips.

GOAL LT-2: An Attractive Community - Preserve and enhance an attractive community, with a positive image and a sense of place that consists of distinctive neighborhoods, pockets of interest and human-scale development.

Policy LT -2.1 Recognize that the City is composed of residential, industrial and commercial neighborhoods, each with its own individual character; and allow change consistent with reinforcing positive neighborhood values.

DISCUSSION

Request for Proposals (RFP) No. 1111-32 for Phase 2 of the Lawrence SAP was developed by Planning and Purchasing Division staff. The proposers were directed to submit a scope that would pick up from the end of Phase 1 of the LSAP study and conduct a thorough analysis of all of the remaining elements of the SAP, including an environmental impact report (EIR). The RFP was issued for an amount of \$350,000. The detailed scope of Phase 2 is outlined below (\$100,000 of the grant award has been reserved to cover additional staff costs above budgeted amounts and as a contingency fund to be used on an as-needed basis):

- Parking and Traffic Circulation Analysis, including pedestrian and bicycle improvements
- Toolkit for Mixed Use Developments
- Preferred Alternative, Urban Design, Streetscape and Open Space Standards
- Affordable Housing and Anti Displacement Strategy
- Infrastructure Development, Budget and Financing Strategy
- Implementation Plan
- Program Environmental Impact Report (EIR)
- General Plan and Zoning Code amendments

The following rating criteria, based on 150 total possible points, were developed for the RFP:

- Adherence to the RFP requirements (15 points)
- Depth of project team's experience and its relevance to the City's project (25 points)
- Proposer's understanding of the project requirements (25 points)
- Proposer's methodology and management plan for the project (30 points)
- Proposed timeline for completion of services (10 points)
- Amount of total work plan and comprehensiveness of each phase proposed under the available budget (20 points)

- Overall cost/value to the City (25 points)

The RFP was directly distributed to the eight firms who responded to the Phase 1 RFP, and posted on the Onvia DemandStar public procurement network. Fifty (50) firms requested the RFP documents. Two responsive proposals were received in March 2012 from BMS Design Group (who was awarded Phase 1), and Dyett & Bhatia of San Francisco. Each proposal was submitted by a "team", consisting of a primary consultant and four technical subconsultants. After an initial ranking, both consultant teams were invited for in-person interviews. The panelists included staff members from the Planning, Purchasing, and Traffic & Transportation Divisions and a staff member each from the Metropolitan Transportation Commission (MTC) and the City of Santa Clara.

Based on the comprehensiveness of the consultant team's proposal, demonstration of project understanding, experience in Station Area Planning, feedback received from interview panelists, and reference checks, Sunnyvale staff selected BMS Design Group (and its team of sub-consultants) to lead Phase 2 of the Lawrence SAP effort. The BMS Design Group team includes the following subconsultants: Fehr and Peers for transportation planning, traffic and parking, EPS for affordable housing, financing and implementation, PMC for environmental analysis, and BKF Engineers for infrastructure analysis and civil engineering.

BMS Design Group differentiated itself on the basis of the firm's solid experience in Transit Oriented Development (TOD) planning and design, demonstrated success on similar projects with the proposed team of subconsultants, and a thorough understanding of the specific strengths and challenges of the Lawrence Station Area through their work in Phase 1. The scope of work proposed by BMS is included as an exhibit to the Draft Consultant Services Agreement contained in Attachment A. The budget proposed by BMS for Phase 2 of LSAP is \$349,978.

FISCAL IMPACT

There is no net fiscal impact to the General Fund for awarding this contract. The City was awarded grant funding in the amount of \$450,000 through MTC's *FOCUS Grant Program* that will provide funding to complete the project. Budget Modification No. 40 has been prepared to appropriate grant revenues into a new project to provide funding for the final phase of the Lawrence Station Area Plan.

Budget Modification No. 40 - FY 2011/2012

	Current	Increase/ (Decrease)	Revised
General Fund			
<u>Revenues</u>			
MTC FOCUS Grant	\$0	\$450,000	\$450,000
<u>Expenditures</u>			
New Project: Lawrence Station Area Plan Phase 2	\$0	\$450,000	\$450,000

PUBLIC CONTACT

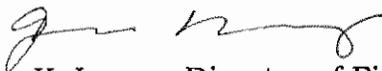
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

RECOMMENDATION

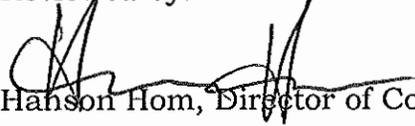
It is recommended that Council:

1. Authorize acceptance of a Metropolitan Transportation Commission (MTC) Station Area and Land Use Planning Grant in the amount of \$450,000 and authorize the City Manager to execute the Funding Agreement;
2. Award a contract, in substantially the same form as the attached draft and in the amount of \$349,978 to BMS Design Group to assist the Community Development Department to prepare Phase 2 of the Lawrence Station Area Plan (SAP), and authorize the City Manager to execute the contract when all the necessary conditions have been met; and
3. Approve Budget Modification No. 40 to appropriate grant funding received for the project.

Reviewed by:


Grace K. Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:


Hanson Hom, Director of Community Development

Approved by:


Gary M. Luebbers
City Manager

Attachments

- A. Draft Consultant Services Agreement
- B. MTC - LSAP Grant Funding Agreement

**ATTACHMENT A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE
AND THE BMS DESIGN GROUP FOR URBAN PLANNING FOR THE
LAWRENCE STATION AREA PLAN PHASE 2**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and BMS DESIGN GROUP ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to the preparation of Phase 2 of the Station Area Plan for the study area known as Lawrence Station Area; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" (Scope of Services) attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be the date of contract execution through completion of the services described in Exhibit "A", unless otherwise terminated.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation and Invoicing

CITY agrees to pay CONSULTANT a fee for professional services at the rates shown in Exhibit "B". Total compensation shall not exceed Three Hundred Forty Nine Thousand Nine Hundred Seventy Eight and No/100 Dollars (\$349,978.00) CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date and in accordance with Exhibit "B" attached hereto. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement. CONSULTANT shall not be liable for any modifications to documents prepared by CONSULTANT which are made without CONSULTANT'S advice after delivery of such documents to CITY, nor shall CONSULTANT be liable for their use by CITY without CONSULTANTS' consent in projects other than the Project.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

Pursuant to CITY'S Standard Conflict of Interest Code (Exhibit "D") attached and incorporated by reference, CITY has determined that any individual performing services under this Agreement is required to file a Statement of Economic Interest (Form 700) which can be found at www.fppc.ca.gov.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services, unless maintaining confidentiality would violate the law..

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all applicable federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify but not provide an upfront defense against unproven claims or allegations and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including reimbursing reasonable attorney fees, arising out of the performance of the CONSULTANT'S services described herein, but only to the extent caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

12. CITY Representative

Surachita Bose, Associate Planner, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Barbara Maloney, Partner shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Surachita Bose, Associate Planner
Community Development Dept./Planning Division
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Barbara Maloney, Partner
BMS DESIGN GROUP
414 Jackson Street, Suite 404
San Francisco, CA 94111

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) after written notification of failure to pay.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

BMS DESIGN GROUP
("CONSULTANT")

By _____
City Attorney

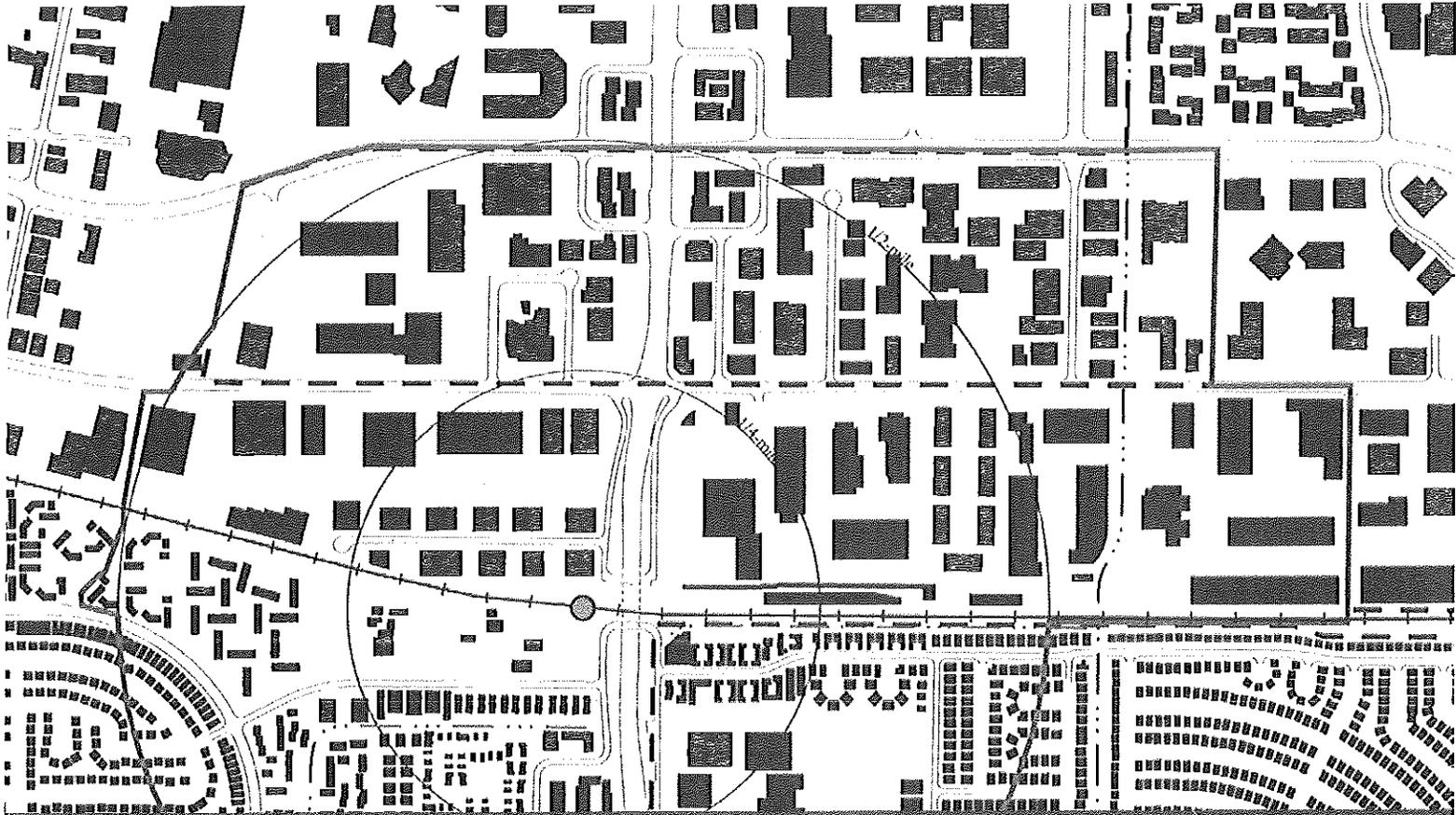
By _____

Name and Title

By _____

Name and Title

EXHIBIT "A"
SCOPE OF WORK



METHODOLOGY

B

- Project Understanding + Approach
- Scope of Work
- Schedule



PROJECT UNDERSTANDING

Phase 1 of the Lawrence Station Area Plan was a highly successful beginning in the process to re-envision the future of this area of Sunnyvale. The process identified key concerns of residents, business and property owners and worked to address these throughout the process. The cooperation and participation of an excellent Technical Advisory Committee, comprising representatives of local and regional agencies allowed the process to be cognizant of and incorporate related plans and capital projects.

The three alternatives developed in Phase 1 represent three broad approaches to the ultimate transformation of the area to a transit-supportive district with employment, residential and local-serving services and amenities. The alternatives were constructed to provide differing approaches to achieving transit-oriented development, including:

- A circulation framework (streets, paths and transit ways) accessible to all members of society, that accommodates all modes of transportation - pedestrians, bicycles, transit and motor vehicles - without allowing one mode to dominate the others. The circulation framework enables and encourages walking;
- A mix of land uses, such as housing, office, retail, and civic and cultural institutions that support transit operations by attracting people to the area;
- Sufficient densities to support transit and the retail, entertainment, services, public spaces and other attractions of the area.



View of the northern platform of the Lawrence Caltrain Station, January 2011

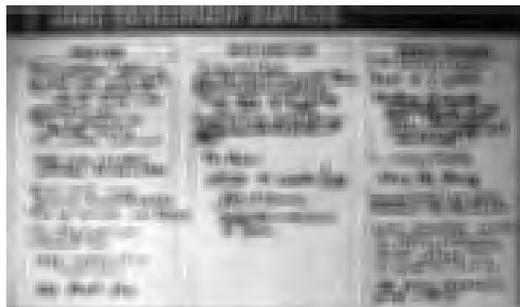
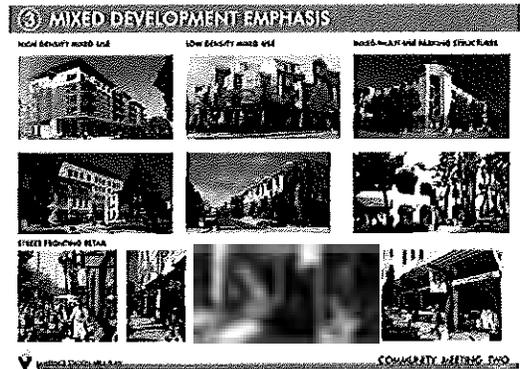
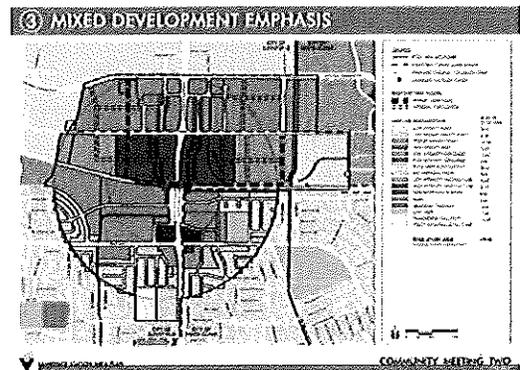
Planning for this area requires an approach that addresses the inherent challenges of the existing pattern of development, especially north of the station. The study area is highly auto-dominated. A physical framework of pedestrian-scaled streets and blocks generally does not exist and the residential and industrial street network is discontinuous. The block pattern is long in the east/west direction, with little to no mid block connectivity. In addition to the challenges posed by the elongated block patterns immediately adjoining the station, the roadway system in the area is characterized by extremely wide arterials and the regional expressway that serve the area, all of which constitute significant barriers to pedestrian and bicycle movement to and from the station.

The intention for Phase 2 is to build upon the successful outcome of Phase 1, document the vision for the area, and craft an implementation strategy that will allow the vision to become a reality.

ISSUES AND OPPORTUNITIES FOR THE LAWRENCE STATION AREA PLAN

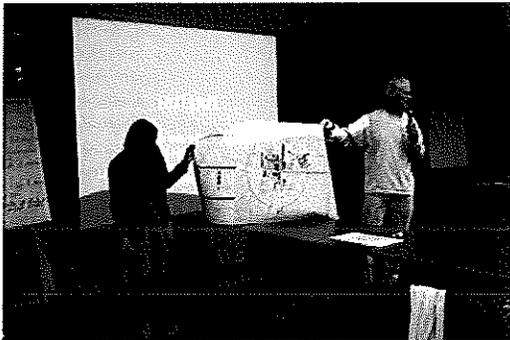
The Lawrence Station area is uniquely suited to be a model Priority Development Area in the region. A successful plan for the area will:

- Support regional transit (Caltrain) through planning for a transit-oriented district adjoining the Lawrence Station.
- Improve connectivity to that station and within the study area to promote a more pedestrian and bicycle-oriented environment that does not rely on the automobile to be successful
- Establish new development prototypes for other areas of Sunnyvale, prototypes that are feasible and appropriate to the evolving character of the city
- Be a collaborative success story with City and other institutional stakeholders planning for the future, with coordinated strategies for traffic, transit, parking, land use, etc.
- Create a special, attractive and unique neighborhood in Sunnyvale
- Plan for a visionary yet realistic and economically viable future.



Above: Example of boards presented at the second community outreach workshop. Each station included an overall plan, comparable imagery and a comment board.

Many of the issues associated with planning for the future of the area surfaced in Phase 1 and are thus well known to City staff and the BMS Design Group team. Continuing attention will need to be paid to these issues to ensure the success of the project.



Above: Groups working together over plans and presenting ideas to overall group at the two community workshops.

- **Role of existing industrial and retail uses.** Several large uses and property owners currently occupy properties north of the station and are of significant value to the City. Ensuring that the plan can be implemented in an incremental fashion and can be successful with the continuing presence of these uses will be very important.
- **Community issues.** Residents and local businesses and property owners, while generally supportive to date about plans for the area, will continue to have questions. A thorough community outreach process, including one-on-one meetings or focus groups will help to clarify information and answer questions that may arise. At the decision-maker and staff level, there is strong leadership on and understanding of the local and regional issues and the opportunities for achieving success in the Lawrence area.
- **Concerns about impacts to existing residential neighborhoods:** It will be important to continue to emphasize that the plan's goals include a commitment to protect existing residential areas and to, in fact, enhance them through improvements to sidewalks, crosswalks, road diets and other projects.
- **Challenges understanding the nature of future development.** The public will continue to have questions throughout the process: What is mixed use? How dense / tall would development be? Would my business be forced out? These and other questions can be address through several of the tasks in the work program. We will also use a variety of graphic tools to communicate otherwise complicated concepts such as 3D models, photosimulations, and diagrams.
- **Traffic.** Although much of the focus of the study is on promoting transit use, the public will continue to have concerns about lack of transit service, the barrier that the configuration of Lawrence Expressway presents, and poor connectivity to Caltrain station. Potential parking impacts in neighborhoods will also be a concern.
- **Urban design and building design.** The work program will explore (via the "toolkit") strategies for achieving neighborhood, site and project goals. How will public open space be provided (there is a lack now)? How can a mix of uses (horizontally as well as vertically) coexist with diverse uses such as residential and R&D? How can a vital, attractive public environment be created that will support a residential neighborhood but also tech start-ups or incubators, major headquarters facilities, and everything in between?

PROJECT APPROACH

Phase 1 developed consensus around 3 alternatives that projected significantly different land use futures for the study area. The last community meeting suggested particular support for the mixed use concept. Further analysis and discussions with the community will confirm the preferred plan and allow for a greater level of detail and fine tuning.

The process outlined in the following Work Program is tailored to build upon past work, quickly and efficiently review and refine the three alternatives and identify the preferred plan, along with all the related station area plan components such as roads and open space. The key steps to the planning process include:

- Analyze the Phase 1 Framework Plan and Land Use Alternatives
- Assess Fatal Flaws of:
 - o Optimize the entire circulation framework (all modes) using new parking and traffic analyses, and on that basis
 - o Modify as needed allowable densities of new development in specific locations to ensure success
- Modify the Framework and Land Use Alternatives as needed
- Review with the TAG, CAG, community and decision-makers to reach consensus on the preferred plan.



View of Lawrence Station Road from the Caltrain tracks. Lawrence Expressway is on the left; Costco is on the right, January 2011.

Due to the limited project budget, the planning effort will require close coordination and cooperation between the BMS Consultant Team and City staff. Below are a preliminary list of assumptions that have informed the work program and budget presented in this proposal. Prior to contract execution, a detailed work session will be required to review the final budget, confirm or modify assumptions and clarify the scope of all deliverables.

ASSUMPTIONS

- Deliverables: BMS will provide up to 20 color, printed and bound copies of the final report. Interim documents will be provided electronically to City staff for distribution.
- Report and memoranda deliverables: Two types: Working papers and Reports. Working papers are progress documents for review by staff and will typically not be revised by Consultant Team following comments from staff. Their purpose is to confirm direction for m staff and correct content. Reports are final stand alone documents for ultimate acceptance / approval/ or adoption by Boards, Commissions or the City Council. They include:
 - Toolkit for Development
 - Admin Draft Plan
 - Final Plan
 - Admin Draft EIR
 - Draft EIR
 - Final EIR.
- One unified set of comments from City staff on all deliverables prior to Consultant Team commencing revisions.
- Outreach materials: BMS will design any print outreach materials desired by staff such as mailing cards or handouts. All reproduction and distribution will be by City. BMS will also prepare up to two opinion surveys during the process when and with content as mutually agreed. The surveys may be incorporated as part of the web site but will be available electronically as well as in print form.
- Meetings: all logistics by city. BMS will provide presentations and facilitation..
- Stakeholder meetings will be arranged by City staff. Specific Consultant Team member attendance to be determined depending on topics and nature of meeting.
- Senior representatives of the Consultant Team will attend all community meetings, most TAC meetings, and all CAC meetings.
- BMS will lead preparation of the Implementation Plan but will encourage involvement by City staff to provide review and advice, particularly concerning coordination with recent or ongoing work associated with the LUTE or other relevant policy documents.

Optional: BMS can design, host and maintain a project web site as an alternative to incorporating a web page as part of the City's web site. The budget for this task is included as an optional item in the project budget in this submittal.

PROJECT TASKS

TASK 1: PROJECT INITIATION

The first task will involve coordination between the BMS consultant team and City staff to establish the work program and schedule and to confirm a clear understanding of deliverables in order to ensure a smooth and productive project.

1.1 Schedule, Budget, Scope Review and Confirmation

The Consultant Team will work with City staff to finalize the work program, schedule, and budget for the project. The work program will be used throughout the process to monitor progress; work products will be clearly defined. It is assumed that one electronic and one hard copy of all deliverables will be provided to the City.

1.2 Establish Procedures for Team Management and Client Communications

City staff and BMS will clarify roles and responsibilities for both parties throughout the process, and will establish a protocol for project management. Building on our previous, successful working relationship with City staff, we will determine an appropriate schedule for coordination meetings or conference calls.

1.3 Compilation of Data, Mapping

The City will provide BMS with any new mapping, data, or other information that BMS may not already have as a result of the Phase 1 work. This might include recent work on the LUTE, development proposals for projects in the area, recent information from the City of Santa Clara, etc.

1.4 Staff/Consultant Team Kickoff Meeting

The BMS team and City staff will have a kickoff meeting to review the status of the project, including any Council or Planning Commission comments or concerns. The meeting will serve to focus the planning effort to critical issues, and to update the team on any information that may have emerged since conclusion of the Phase 1 effort.

Task 1: Deliverables:

Final Schedule

TASK 2: COMMUNITY INVOLVEMENT PLAN

Ensuring robust community involvement in the process is an important component of this project. BMS will work with City staff to build upon the relationships and input from the first phase to continue to build understanding and support for the Lawrence Station Area Plan. BMS will support staff in outreach efforts and will provide materials for and presentations at meetings and workshops.

2.1 Consultant/Staff Coordination

BMS and City staff will discuss the elements of the community involvement plan. This will include:

- Identification of stakeholders
- Process for engagement and responsibilities
- Materials needed (web site, mailings, etc.)

2.2 Prepare Community Involvement Plan, Schedule

Following discussions, BMS will summarize the Community Involvement Plan, identifying timing, responsible party, stakeholders, and possible content of informational pieces.

2.3 Ongoing Monitoring and Participation

Throughout the Phase 2 process, BMS and City staff will cooperate in engaging stakeholders and monitoring input. Given the large number of possible stakeholders, it is assumed that City staff will be able to attend and facilitate some stakeholder meetings, utilizing BMS materials but without BMS involvement.

2.4 TAG Kickoff Meeting – briefing, update, roles

The first TAG meeting will provide an opportunity to update past and initiate new members of the TAG to the project, process, schedule and issues associated with Phase 2. Key issues, required information, and likely key decisions will be discussed.

2.5 CAG Kickoff Meeting

The first CAG meeting will introduce CAG members to the project, process, and outcomes and will also provide a briefing on the Phase 1 plan. As with the TAG, key issues and deliverables will be discussed. This will be an opportunity for CAG members to identify particular areas of interest, additional stakeholders to be contacted, and any questions regarding process or final plan content.

Task 2: Deliverables:

- *Community Involvement Plan, Schedule*
- *Meeting Materials*
- *Meeting Minutes and Summaries*

TASK 3: PARKING AND TRAFFIC CIRCULATION ANALYSIS

The Consultant Team will prepare a report documenting the existing transportation conditions throughout the study area. This task is broken down into the following elements:

3.1 Additional Existing Conditions Data

Much existing conditions information was collected and summarized as part of Phase 1 of the Station Area Plan. This included the following:

- Existing transportation facilities in the study area including regional and local roadways, pedestrian and bicycle facilities, and transit service
- Available traffic data including roadway and intersection geometries, signal timings, and traffic volumes
- Relevant VTA policies and planning programs, including details on potential game-day shuttle connections from Lawrence station to serve the planned 49ers stadium in Santa Clara
- Planned public improvements in the station area
- Available transit mode of access and ridership data from Caltrain.

In order to complete the additional transportation evaluation tasks for Phase 2, some additional traffic and transportation data will need to be conducted. This includes new intersection traffic, bicycle and pedestrian counts, as well as updated transit ridership data for Caltrain and VTA. In order to provide a clear picture of

existing transportation patterns and traffic volumes, new intersection counts will be conducted at up to four intersections.

As part of this task, a site visit of the station area will also be conducted to observe peak period vehicular, pedestrian, bicyclist, and transit interactions and positive practices as well as issues and opportunity areas.

3.2 Parking Demand Analysis

This task will tier from the initial parking evaluation that conducted as part of Phase 1 of the Station Area Plan. The Consultant Team will review current on- and off-street parking demand within the Station area and analyze parking demand for up to three land use alternatives in the Station Area.

Based on extensive experience with parking studies within station areas, the consultant team will develop parking requirements and guidelines for the Station Area that would apply to all land use alternatives. These parking requirements and guidelines will incorporate the Best Management Practice (BMP) toolkit that Fehr & Peers developed as part of their work with for the California Air Pollution Control Officers Association (CAPCOA). This toolkit determines the effects of priced parking and parking management strategies on parking demand and has been calibrated for the Bay Area. Potential parking management strategies include metered parking with variable pricing structures, shuttles to remote lots, and neighborhood permit parking programs.

The Consultant Team will compare the standards and guidelines in this study to standards used by other cities in the San Francisco Bay Area and industry-standard parking rates from the Urban Land Institute, Institute of Transportation Engineers, and other available sources such as the MTC's recommendations for parking at transit-oriented developments. Based on this review, we will recommend parking rates for land uses within the plan area. It is anticipated that parking rates will include provisions for mixed-use sites as well as policies addressing tandem parking, neighborhood parking programs, and metered parking zones.

The output of this task will be a Parking Demand Analysis Technical Memorandum documenting the parking demand analysis and recommending parking minimum/maximum ratios for residential and commercial developments.

3.3 Document Parking and Transportation Conditions for Land Use Alternatives

The Consultant Team will perform a trip generation analyses for up to three development alternatives to estimate the relative traffic intensity of each alternative and the effectiveness of mixed-use components based on trip generation and parking forecasts. This analysis will be based on "4D's" factors (density, diversity of land use, urban design factors, and access to regional destinations) which can be used to evaluate the relationship between travel and urban form. Fehr & Peers will use its "ASAP" Platform tool to conduct this analysis. The ASAP Platform is a set of quick response tools that will provide trip generation estimates for each alternative, an estimate of parking requirements, and an evaluation of the potential for shared parking among the individual uses. This will include a review of each alternative's potential for contributing to transit ridership on the Caltrain line by using our Direct Ridership Forecasting (DRF) model that has been developed and calibrated for station area ridership throughout the San Francisco Bay Area and Western United States.

The outputs of this task will be the overall vehicle trip generation for each alternative, the internalization trips (or a combination of trips made by walking and biking within the site and to adjacent land uses), transit ridership estimates including number of transit riders walking to the station, and the parking requirements for the land use alternatives.

Qualitative evaluation of local circulation improvements that would be needed based on the expected generation and distribution of vehicle trips in the Station Area will be prepared.

The results of this analysis will include a comparison between the three land use alternatives with respect to potential traffic circulation and impacts, transit ridership, pedestrian circulation, and bicycle circulation. Traffic impacts will be compared between the relative trip generation and potential for impacts to local roadways or highways. It will also recommend features to minimize the potential for conflicts between autos, buses and other travel modes. Included will be existing vehicle, pedestrian, bicycle, and transit data collected in Task 3.1 along with a qualitative discussion of existing and planned transportation conditions.

3.5 Staff and TAG Meetings

The team will meet with the TAG to review all analyses.

Task 3 Deliverables:

- *Parking Demand Analysis*
- *Transportation Improvements and Traffic Analysis*
- *Meeting Materials*
- *Meeting Minutes and Summaries*

TASK 4: PLANNING AND DESIGN TOOLKIT FOR DEVELOPMENT

The Consultant Team will prepare a Toolkit for development that will provide guidance to decision-makers, city staff and the development community on the type of development that would be considered appropriate for development of the station area.

At the conclusion of Phase I of the SAP planning process, it emerged that some form of mixed-use is a preferred component of all of the alternatives. However, since it is unlikely that mixed-use will be the only allowable development type in the Plan area, the Toolkit will describe a range of development types, and configurations, not just mixed-use.

A key goal of the Toolkit will be to encourage the development of an integrated “sense of place” with a diversity of uses and activities in the station area, rather than a collection of well-designed, yet isolated individual structures and open spaces. The Toolkit will also serve as a basis for input to General Plan and Zoning Code updates.

In addition, recognizing the different contexts of the city as a whole, to the greatest extent possible the Toolkit will be prepared in such a way that it could be used to guide development of projects, particularly mixed-use, in any part of the City, including the El Camino Real corridor and the Downtown Specific Plan area, both of which are also designated as PDA’s under MTC’s Bay Area Focus program.

4.1 Preliminary Guideline Concepts

Since there are currently three development alternatives, at the outset of the project a review and refinement of the variety of prototypes suggested in Phase I of the Station Area Plan will be prepared. This will include mixed-use, multi-use and a variety of other development typologies that are potentially appropriate for the area. This will be used to assist in discussions with the TAG, the CAG and the general community in refining the alternatives to a preferred plan.

4.2 Draft Toolkit for Development

As the preferred Station Area Plan alternative is defined during the work process, the draft Toolkit for Development document will be prepared to support the agreed alternative. The draft Toolkit will include an overview of TOD standards, smart growth principles, and green building principles applicable to the overall study area. In addition, depending upon the use and context of the development typology, the Toolkit may include guidelines related to:

- Site specific density
- Massing and height
- Appropriate parking and open space standards
- Site and architectural design guidelines

4.3 Illustrative Site Design

To visually illustrate the intent of the guidelines outlined in the Toolkit, an exhibit will be prepared that illustrates the application of the Toolkit standards to a specific site within the study area or another PDA site in the city that has been designated for mixed-use, agreed with City staff. The illustration will be prepared in 2-D and 3-D format as appropriate.

4.4 Review of the Toolkit for Development

Review of the Toolkit will be included as part of the review and outreach process of the preferred plan (Task 5), including presentation and discussion with the TAG, the CAG and the general community, as well as the Planning Commission and the City Council, if required.

4.5 Final Toolkit for Development

Following review, the final Toolkit will be prepared.

Task 4 Deliverables:

- *Draft and final Toolkit Report with details of design elements suitable for mixed-use development in Sunnyvale*
- *Graphics illustrating application of toolkit standards to a sample site*
- *Meeting Materials*
- *TAG and CAG meeting minutes and summaries related to the Toolkit*

TASK 5: PREFERRED ALTERNATIVE, URBAN DESIGN, STREETScape AND OPEN SPACE STANDARDS

Under this Task the Consultant Team will work with City staff, the TAG, the CAG, the general community and the Planning Commission and City Council to define the preferred alternative and related guidelines and standards.

5.1 Review and Update Background and Base Material

Comments received from the community outreach process, the Planning Commission, City Council and city staff during Phase I of the project will be used to update background and base material.

5.2 Revise Framework Plan

Based upon the findings of the Parking and Traffic Circulation Analysis prepared by the Consultant Team under Task 3 above, the Urban Framework Plan prepared under Phase I of the project will be analyzed and revised.

5.3 Revise and Analyze the Land Use Alternatives

The revised Framework Plan will serve as the basis for preparation of revisions to the land use alternatives. A qualitative assessment will be prepared describing the key attributes of each revised alternative suitable for review and comment. The assessment will consider the ability of each alternative to meet the goals for the future use of the area as defined by City and the community in Phase I.

5.4 Staff, TAG, CAG Review Meetings

The revised Framework Plan, land use alternatives, and assessment will be reviewed with City staff, the TAG and the CAG. The purpose of the meetings will be to identify potential revisions that would strengthen the alternatives and to discuss a potential preferred alternative.

5.5 Public Outreach: General Community Meeting; Business and Property Owners Meeting

The Consultant Team will participate in two meetings to gain input on the revised Framework Plan and land use alternatives. The meetings will include presentations on:

- The findings of the Parking and Traffic Circulation Analysis
- Presentation of the revised Framework Plan and land use alternatives
- Discussion of the assessment of the alternatives
- An interactive session to allow the public to gain consensus on a preferred alternative.

The objective of the meeting will be to identify a preferred alternative or a combination of features that should be included in the preferred alternative.

5.6 Planning Commission and Council Study Sessions

If desired, the Consultant Team will present the revised plans, assessment and results of the input received to the Planning Commission and the City Council. Comments will be sought from the Commission and Council prior to preparing the Preferred Sketch Plan Alternative

5.7 City Staff Work Session

A work session will be held with City staff to review the input received during the public outreach process and meetings with the Planning Commission and City Council. During this meeting a clear direction on the key features of the preferred alternative will be agreed prior to the Consultant Team beginning work on the Preliminary Preferred (Sketch) Plan Alternative.

5.8 Prepare Preliminary Preferred (Sketch) Plan Alternative

The purpose of the Preliminary Preferred (Sketch) Plan Alternative is to prepare all elements of the plan in sketch, outline or draft form suitable for review and confirmation by City staff, the TAG, CAG, the public, Boards, Commissions and the City Council prior to preparation of the Administrative Draft Plan under Task 9. The Preferred Sketch Plan Alternative will not be a single report. It will, however, include key information in sketch drawing and outline format, suitable for public review for the following subjects:

- Urban Framework
- Land Use and Density
- Circulation and Parking
- Open Space
 - Needs Assessment and Evaluation
 - Open Space Framework Plan
- Street Environment
- Draft Toolkit for Development (Task 4)
- Infrastructure (Task 7)
- Draft Implementation Strategy (Includes Infrastructure Development and Financing Strategy -Tasks 7 and 8)
- Draft Affordable Housing and Anti-Displacement Strategy (Task 6)

5.9 Staff, TAG, CAG Review Meetings

The Preliminary Preferred (Sketch) Plan will be reviewed with City staff, the TAG and the CAG. The purpose of the meetings will be to confirm the direction and content of the plan and identify improvement that would strengthen the plan.

5.10 Public Outreach: General Community Meeting; Business and Property Owners Meeting; Planning Commission Work Session; Council Work Session

The Consultant Team will participate in one round of meetings with the public, business and property owners, the Planning Commission and the City Council to present the Preliminary Preferred (Sketch) Plan alternative and receive input. The objective of the meetings will be to assure the direction of the plan and its components meets the goals set forth for the project in prior tasks and identify modifications that may be needed prior to preparation of the full Administrative Draft Plan document. .

5.11 Work Session with City Staff

Following the reviews of the Preliminary Preferred (Sketch) Plan Alternative, representatives of the Consultant Team will meet with City Staff to review the input received and agree on a clear direction related to the key features of the Plan. City staff will review all documents prepared during Task 5 and in cases where conflicting input has been received, provide a single, unified set of comments.

Task 5: Deliverables:

- *Large format graphic*
- *Preferred alternative, Urban Design and Streetscape Standards, Open Space Framework Plan*
- *Meeting Materials*
- *Meeting Minutes and Summaries*

TASK 6: AFFORDABLE HOUSING AND ANTI-DISPLACEMENT STRATEGY

Building on the Phase 1 market analysis work and EPS's current affordable housing work in the City of Sunnyvale, the Consultant Team will prepare an Affordable Housing and Anti-Displacement Strategy report that assesses the potential need for affordable housing in the Study Area and recommends strategies to meet the City's affordable housing goals.

6.1 Existing Conditions and Affordable Housing Needs Assessment

Working with the City's housing policy practitioners, the team will examine the City's Housing Element and existing affordable housing policies to understand the documented needs of the broader Sunnyvale community. The Phase 1 market analysis work will be used to describe the demographic profile of the Study Area's residents (including a comparative analysis of household incomes) as well as the conditions of the current housing stock (e.g., rental vs. ownership, multifamily vs. single family, older construction vs. new construction). The Consultant Team will identify existing housing stock that may be in danger of displacement due to buildout of the Plan or will confirm that the Plan is not likely to contribute to displacement of existing housing units. If units are not likely to be displaced physically, the team will assess the potential for displacement of lower-income residents within existing units, whether due to expiration of affordability agreements or general market factors as the Study Area improves through development and investment (i.e., "gentrification"). Based on the analysis, a quantitative assessment of the Study Area's need for affordable housing will be generated and populations in the Study Area that may be vulnerable to displacement as new development in the Study Area occurs will be identified.

6.2 Affordable Housing Goals and Implementation Strategy

The Study Area affordable housing needs assessment will result in a set of affordable housing goals and recommendations for preserving and/or developing new affordable housing, either as stand-alone projects which would require subsidies or potentially within mixed-income projects. Because the Plan is likely to increase the allowable densities in the Study Area and provide other benefits to developers, there may be opportunities for needed affordable housing through development agreements in addition to the City's inclusionary policies and other existing programs. The Consultant Team will work with City staff to consider anti-displacement strategies such as purchasing existing units and extending income restrictions, among others. The team will evaluate the financial feasibility of meeting the affordable housing needs of the Study Area and will consider mechanisms such as density bonuses, fee waivers, tax credits, and other financial and economic incentives.

Task 6: Deliverables:

- *Affordable Housing and Anti-displacement Strategy Report*
Draft and final Affordable Housing and Anti-Displacement Strategy report, summarizing the work of Tasks 6.1 and 6.2.
- *Meeting Materials*
- *Meeting Minutes and Summaries*

TASK 7: INFRASTRUCTURE DEVELOPMENT, BUDGET AND FINANCING STRATEGY

This task will identify the infrastructure needed to support the preferred plan and will include order of magnitude costs, phasing recommendations and funding strategies.

7.1 Infrastructure Development

The Consultant Team will determine the infrastructure needed to support the preferred alternative's land uses and improvements. The civil infrastructure component will describe the infrastructure conditions and improvements needed to support the plan including: water, wastewater, storm drainage, electricity and gas, cable, and telecommunications. This information will be based on interviews with utility agency staff.

The team will prepare a preliminary/conceptual stormwater management plan for the program area (may be exempt from LID requirements) that will identify potential treatment concepts and potential area needed for treatment.

The Consultant Team will develop an engineer's forecast of costs for the utility infrastructure and streetscape elements.

7.2 Financing Strategy

In Phase 1, the BMS team prepared a broad and preliminary financing strategy that estimated the value of new development associated with each of the proposed land use concepts in order to provide a "ballpark" estimate of the level of infrastructure improvements that the new development may be able to support financially. In Phase 2, the team will refine the financing strategy based on scenario changes, and also align specific infrastructure costs with specific revenue sources and determine whether or not additional funding sources may be necessary. This analysis will be based on revised development value assumptions and infrastructure cost estimates. Funding sources that will be explored will include direct contributions from developers, City impact fees, City CIP, the City's "Sense of Place" fee, a potential CFD, a potential station area fee, and grant funding.

Task 7: Deliverables:

- *Infrastructure Development, Budget and Financing Strategy*
- *Meeting Materials*
- *Meeting Minutes and Summaries*

TASK 8: IMPLEMENTATION PLAN

Generally, it is likely that the implementation of the LSAP will be undertaken over several years through a variety of techniques, including:

- a) Policy changes, notably revisions to the LUTE of the General Plan
- b) Regulatory changes, notably updates to the zoning code
- c) Economic incentives, also often managed through zoning regulations
- d) Direct public investments, which would primarily be focused on public infrastructure and other improvements such as parks and open space, streets and transit upgrades.
- e) Administrative actions, which can be incorporated into the ongoing work program of city departments.

8.1 Prepare Implementation Plan

Under this Task, the Consultant Team and City staff will focus on the identification of specific policy (General Plan) and regulatory (Zoning Code) actions needed to implement the recommendations of the elements of the LSAP with timelines for completion of each. Implementation measures related to the financing of public infrastructure and other direct public investments will be prepared as described under Task 7 above.

A draft summary memorandum of the Implementation Plan will be prepared. It will include the draft Infrastructure Development, Budget and Financing Strategy reports prepared under Task 7. City staff will provide one unified set of comments to the Implementation Plan, which will be revised and serve as the basis of the for the Implementation chapter of the Draft and Final Station Area Plan.

Code updates shall be completed by City staff after plan adoption

8.2 Staff, TAG Review Meetings

The Consultant will meet with City staff and if necessary with the TAG to review the draft Implementation Plan.

Task 8: Deliverables:

- *Implementation Plan*
- *Meeting Materials*
- *Meeting Minutes and Summaries*

TASK 9: PREPARATION OF STATION AREA PLAN

The sequencing of related efforts including Tasks 3 – 8, and their review by staff, TAG, CAG and the community, will allow the team to proceed with preparation of the draft Station Area Plan with a high degree of confidence in the consensus around it.

9.1 First Administrative Draft Station Area Plan

The first administrative draft Specific Plan will compile the information, analyses, guidelines and recommendations from the previous tasks into a document for review by City staff and the TAG. The document will include plans, diagrams, tables, illustrations, and guidelines and will include the following components:

- Planning Process
- Land Use/Housing
- Transportation and Parking
- Public Services
- Station Access and Connectivity
- Design and Streetscape Standards
- Station Area Improvements
- Open Space Plan
- Implementation Plan.

9.2 Second Administrative Draft Station Area Plan

Based on a consolidated set of comments from City staff and the TAG, the BMS team will revise the first draft to create a second administrative Draft Station Area Plan.

9.3 Staff, TAG and CAG Review Meetings

A TAG meeting will be conducted, if needed, to receive comments on the draft plan.

9.4 Public Draft Station Area Plan

Following staff, TAG and CAG review, a public draft of the plan will be prepared, suitable for distribution.

Task 9 Deliverables:

- *First Admin Draft of Station Area Plan*
- *Second Admin Draft*
- *Public Draft Station Area Plan*

TASK 10: PREPARATION OF PROGRAM EIR

10.1 Project Initiation And Notice Of Preparation

Upon Notice to Proceed, we will initiate the environmental review process, which will consist of a meeting with the City and BMS team to address the following:

- Review of the technical work completed to date on the Lawrence Station Area Plan [public and agency input during plan development, parking and traffic analysis (Fehr & Peers Associates), alternative development, urban design/streetscape/open space standards, infrastructure development/budget/financing strategy (BKF), implementation plan, and Area Plan].
- Verification on assumptions of development potential to be evaluated in the EIR and its relationship to the LUTE Update.
- Review and finalization of scope of work and schedule details
- Format and content of the Notice of Preparation (NOP)

Upon agreement of the content and format of the NOP, PMC will prepare a draft NOP for City review. A key aspect of the NOP will be utilization of the LUTE Update/CAP EIR to scope the analysis to project specific issues. A pre-circulation version of the NOP will be provided to the City for final review. Any final edits will be made to the NOP and the final version of the NOP will be prepared for City distribution. PMC will submit the NOP to the State Clearinghouse on behalf of the City. PMC will also attend and present at the NOP scoping meeting during the 30-day review period.

Task 10.1 Deliverables:

Five (5) hard copies and 5 CD copies of the draft NOP. Twenty-five (25) hard copies of the public draft NOP.

10.2 Preparation Of The Administrative Draft EIR (ADEIR)

As identified in the City's Request for Proposals, this EIR will be prepared as a "Program EIR", which will allow it to be utilized to address the environmental effects of a variety of later actions under the Lawrence Station Area Plan. PMC will prepare the EIR by utilizing the cumulative and programmatic analyses in the LUTE Update/CAP EIR to focus the impact analysis to Plan-specific impacts as provided for under CEQA

Guidelines Section 15168 (Program EIRs), 15183 (Projects Consistent with a Community Plan or Zoning), and 15183.5 (Tiering and Streamlining the Analysis of Greenhouse Gas Emissions).

10.2.1 Introduction, Executive Summary, and Project Description

- The Introduction will briefly describe the extent of the previous actions, including the court decision, the purpose of the current document, intended uses, and a request that the comments be restricted to the subjects addressed in the current analysis.
- The Executive Summary will provide a succinct written synopsis of the environmental analysis. This summary will include a brief project overview, a list of project-specific objectives, a summary of significant environmental effects, and mitigation measures that would reduce or avoid those effects. Impacts will be organized in a table format that clearly identifies any mitigation measures, level of significance after mitigation, and any significant and unavoidable impacts.
- The Project Description will provide a detailed description of the proposed Lawrence Station Area Plan, which will include a description of the evolution of the Plan, its components and anticipated subsequent actions associated with the implementation of the Plan.

10.2.2 Environmental Analysis

Based on initial review of the project, the following environmental issue areas will be scoped out of the EIR as no impacts under these environmental issue areas would occur:

- Agriculture and Forestry Resources
- Mineral Resources

Aesthetics

The Lawrence Station Area Plan is anticipated to result in an overall improvement to the visual quality of the project area. However, implementation of the Plan could result in higher density and taller structures than what currently exists in the area. The EIR will focus its analysis on the change in the urban character and how project design standards address the intensification of development.

Air Quality (AMBIENT)

The following technical analysis will be conducted by AMBIENT to evaluate project air quality impacts. The following scope of work assumes utilizations of the Bay Area Air Quality Management District (BAAQMD) guidance. However, prior to conducting the analysis PMC will consult with the City and BAAQMD regarding the appropriate guidance on evaluating impacts for the EIR given the current status of its 2010 CEQA Guidelines and recent litigation.

The air quality impact analysis will include a quantitative assessment of short-term (i.e., construction) and long-term (i.e., operational) emissions of criteria air pollutant emissions of primary concern (i.e., ROG, NOX, PM10, and PM2.5). Emissions modeling will be conducted in accordance with Bay Area Air Quality Management District (BAAQMD)-recommended methodologies, utilizing the CalEEMod computer program. To the extent available, default modeling parameters will be adjusted based on project-specific information.

Construction of the proposed project may include the use of diesel-powered offroad equipment and ground-disturbing activities. Emissions generated during construction may result in short-term increases of toxic air contaminants (TACs), such as diesel particulate matter (DPM), and fugitive dust that could adversely

affect nearby receptors. Short-term increases in localized pollutant concentrations associated with construction-related activities and equipment will be assessed using the BAAQMD's Screening Tables for Air Toxics Evaluation During Construction (2010) to the extent that project-specific construction information (e.g., project size, area of disturbance, etc.) is available. The preparation of a health risk assessment for construction activities is not anticipated to be required for this project and, therefore, has not been included in this scope of work.

Localized air quality impacts will be assessed in accordance with BAAQMD-recommended methodologies and guidance. Accordingly, localized concentrations of carbon monoxide (CO) will be evaluated utilizing BAAQMD's recommended screening methodology. If deemed necessary, localized concentrations of mobile-source CO concentrations will be quantified for intersections projected to operate at unacceptable levels of service (LOS E, or worse) using the Caline4 computer model.

The BAAQMD's databases of major stationary and transportation sources will be reviewed and major sources of TACs located within approximately 1,000 feet of the plan area will be identified. Calculated health risks and distances to predicted risk isopleths for identified major stationary and transportation sources will be identified in tabular and graphic format within the report, based on source data to be obtained from the BAAQMD. Preparation of a health risk assessment is not anticipated to be required for this project and, therefore, has not been included in this scope of work. Localized concentrations of odorous emissions are also anticipated to be minor and will be qualitatively discussed.

The project's cumulative contribution to local and regional air quality impacts will be assessed in accordance with BAAQMD's recommended methodologies based, in part, on the project-specific impact analyses and consistency with air quality attainment and maintenance efforts that will reference the analysis and conclusions of the LUTE Update/CAP EIR. Any additional impacts beyond what was anticipated under the LUTE Update/CAP EIR will be identified and additional mitigation measures developed.

Biological Resources

Given the existing developed/urban conditions of the project area, biological resource impacts would be limited to tree removal and potential alteration of drainage features. The analysis would include field review of the project area and research. The EIR will evaluate potential for special-status species to be directly or indirectly impacted from implementation of the project and will identify mitigation measures to address these impacts.

Cultural Resources

Given the existing developed/urban conditions of the project area, there is limited potential for adverse impacts to archaeological resources. The EIR will focus on whether implementation of the proposed project could impact historic structures/properties in the project area based on field review and record search.

Geology and Soils

The EIR will evaluate soil and geologic stability of the project area associated with the proposed revitalization and intensification of development. The EIR will also describe seismic hazards and how current building standards address this hazard.

Greenhouse Gas Emissions/Energy

It is expected that the proposed CAP will be adopted prior to the completion of this EIR. The EIR will identify the current greenhouse gas (GHG) emissions associated existing development as well as anticipated GHG emissions associated with implementation of the Lawrence Station Area Plan. The EIR will also describe relevant components of the CAP and how implementation of the CAP (e.g., application of reduction measures) in relation to the Lawrence Station Area Plan would address GHG impacts (it is anticipated that the Lawrence Station Area Plan would assist in the implementation of the CAP). This will consist of an estimation of the GHG emissions reduced through project design and compliance with the CAP. The EIR will also identify if the project area is vulnerable to potential environmental effects of climate change (e.g., sea level rise) and what adaptation measures are anticipated to be implemented to address this.

The EIR will also address the project's anticipated energy use in relation to the requirements of CEQA Guidelines Appendix F and its energy efficiency provisions.

Hazards and Hazardous Materials

The analysis will identify known sources of hazardous materials and contamination in the project area and current efforts to remediate these conditions. In addition, the proposed CLUP for Moffett Field will be identified in relation to the land use intensities proposed in the Lawrence Station Area Plan. The EIR will identify mitigation measures to ensure no adverse public health impacts occur.

Hydrology and Water Quality

The EIR will utilize the infrastructure development/budget/financial strategy to be prepared by BKF to describe existing drainage facilities in the project area. The analysis will describe any need for improved drainage facilities and associated water quality control improvements in compliance with the NPDES permit for storm water discharge and the associated environmental effects of such improvements.

Land Use/Planning

The analysis will describe existing land use and development patterns of the project area and will identify how these patterns would be modified by the proposed project. The EIR will evaluate the consistency of the Lawrence Station Area Plan to the LUTE Update, proposed CLUP for Moffett Field, and other related plans and standards. Land use compatibility with adjoining areas will also be addressed.

Noise (AMBIENT)

The noise impact analysis will be prepared by AMBIENT and will include a description of the existing noise environment, including nearby noise sources and noise-sensitive receptors, based on existing environmental documentation and a review of site reconnaissance data. As part of the site reconnaissance, AMBIENT will conduct up to ten short-term (i.e., 10-15 minute) and one long-term (i.e., 24-hour) noise measurement surveys to document the existing noise environment. To the extent available, the discussion of existing noise levels will include data to be derived from existing environmental documentation, including noise measurement data obtained from the LUTE Update/CAP EIR. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described.

To assess potential construction noise impacts, sensitive receptors and their relative exposure to the proposed project area (considering topographic barriers and distance) will be identified. Noise levels of

specific construction equipment will be determined and resultant noise levels at nearby receptors will be calculated.

Long-term transportation and stationary-source noise impacts attributable to the proposed project will be assessed. As part of this analysis, predicted traffic noise levels will be calculated using the FHWA roadway noise prediction model, based on data obtained from the traffic analysis to be prepared for this project by Ehr and Peers Associates. Traffic modeling will be conducted for up to four scenarios (e.g., existing, existing plus project, cumulative, and cumulative plus project) for a total of up to 5 roadway segments per scenario. Predicted distances to traffic noise contours, as well as increases in traffic noise levels attributable to the proposed project will be summarized and presented in the report, in tabular format.

Noise sources commonly associated with proposed land uses that could adversely affect nearby noise-sensitive land uses will be quantitatively assessed. This assessment will also include evaluation of train and transit noise levels within the plan area. The compatibility of proposed land uses will be assessed based on a comparison of predicted onsite transportation and non-transportation noise levels with applicable land use compatibility noise criteria identified in the City's General Plan. Noise-reduction measures that can be employed to reduce land use compatibility conflicts, such as the use of increased building insulation and noise-reducing architectural components, sound barriers, and enclosures, will be discussed, to the extent applicable and necessary.

Increases in groundborne vibration levels associated with construction activities will be assessed. Groundborne vibration levels typically associated with construction activities will be identified and resultant vibration levels at nearby land uses will be calculated. This assessment will also evaluate long-term exposure of proposed onsite receptors to groundborne vibration levels associated with nearby transportation sources, based on estimated groundborne vibration levels typically generated by roadway and rail sources. This assessment will rely on groundborne vibration data to be obtained from the Federal Transit Administration and the California Department of Transportation, as well as, recommended methodologies and evaluation criteria pertaining to human annoyance and structural damage.

The project's cumulative contribution to the noise environment will be assessed based, in part, on the project-specific impact analyses discussed above, including contribution to future traffic noise conditions.

Population and Housing

PMC will address potential impacts to anticipated population and housing growth of the City associated with the implementation of the Lawrence Station Area Plan. This will include a comparison of project growth in relation to the proposed LUTE Update and ABAG projections. This analysis will determine if the project would result in an exceedance of growth projections or change the rate of growth currently anticipated by the City.

Public Services and Utilities

The EIR will utilize the infrastructure development/budget/financial strategy to be prepared by BKF to describe existing public services and utilities facilities in the project area. The analysis will describe any need for improved infrastructure facilities and associated demands for additional water supply and wastewater service. It is anticipated that the project would require the preparation of a Water Supply Assessment (WSA) and PMC will assist the City in the preparation of the WSA as part of the preparation of the

EIR (approved WSA must be provided as part of the Draft EIR). Planned infrastructure improvements and potential environmental effects of providing additional services to the project area will be addressed in the EIR.

Traffic and Circulation (Fehr and Peers Associates)

PMC will utilize the traffic analysis to be prepared by Fehr and Peers Associates to prepare the EIR Traffic and Circulation Section. The EIR will address changes in transportation operation for vehicles (e.g., level of service and vehicle miles traveled), transit, pedestrian and bicycles, as well as any potential safety hazards. The impact analysis will identify benefits to transportation efficiency and will identify changes in traffic for existing and cumulative plus project conditions (cumulative will be compared to the conclusions of the LUTE Update/CAP EIR).

Cumulative Analysis

The Cumulative analysis will primarily utilize the cumulative impact analysis in the LUTE Update/CAP EIR and will update if needed any changes to cumulative conditions for each of the technical sections of the EIR. The EIR will determine if the Lawrence Station Area Plan would result in cumulatively considerable impacts based on past, present, and reasonably foreseeable activities in the City and surrounding area.

Alternatives

The EIR alternatives analysis will utilize the alternatives process associated with the Lawrence Station Area Plan and will focus on those alternatives that would avoid or substantially less significant environmental effects of the proposed Lawrence Station Area Plan. This scope of work includes the consideration of up to three alternatives at a qualitative/quantitative level (in addition to the No Project Alternative).

Other CEQA Required Sections

The EIR will also address growth inducement, significant irreversible effects and significant and unavoidable impacts of the project.

Task 10.2 Deliverables:

Ten (10) hard copies and 10 CD copies of the Administrative Draft EIR (ADEIR).

10.3 Revision of the ADEIR/Preparation of the Draft EIR (DEIR)

Upon receiving comments on the ADEIR, PMC will sit down with City staff and go over comments and resolve any outstanding issues. A second ADEIR in highlighted text for changes will be provided to confirm edits with the City, and a final screencheck Draft EIR in electronic format only will be generated for final confirmation of the content of the Draft EIR.

Both hard copy and electronic copies will be prepared and delivered to the City. At the City's request, PMC can also deliver fifteen (15) of those copies to the State Clearinghouse with the Notice of Completion to begin the 45-day public review period. PMC typically provides all technical appendices, as well as a PDF version of the document, on a CD included within each printed copy. All documents are suitable for posting on the City's website. PMC will assist in the preparation of the Notice of Availability that will explain the review process of the Draft EIR pursuant to CEQA.

PMC will also attend one public meeting to receive comments on the adequacy of the Draft EIR (DEIR).

Task 10.3 Deliverables:

Ten (10) hard copies and 10 CD copies of the Revised Administrative Draft EIR. Forty (40) hard copies and 40 CD copies of the Draft EIR.

10.4 Responses to Comments on the EIR /Final EIR and Mitigation Monitoring and Reporting Program

At the conclusion of the 45-day public review period, PMC will scan each comment letter, number each comment, and review the comments with the City. The draft response to comments will include a summary table identifying persons and agencies that commented, a copy of each comment letter with a code assigned to each comment, a response to each comment, and an errata section containing any text revisions. PMC will coordinate with City staff and preparers of the technical studies to address public and agency comments.

PMC will provide an administrative draft of the Final EIR for City review. PMC will meet with City staff to go over the comments on the Final EIR and identify appropriate revisions. A screencheck draft of the Final EIR will be provided electronically to the City for final review.

The Final EIR (FEIR) will include the mitigation monitoring and reporting program in separate chapter. This scope assumes twenty (20) comment letters of normal detail (two to three pages in length), based on our prior experience with similar projects and on the response received. Comments in excess of 20 letters and/or comment letters that are considered very complex, which require substantial effort or additional analysis to respond to, will be considered outside of this scope of work and cost estimate. Comment letters from legal firms often run to 50 pages or more and can consume a great deal of time and budget for response. PMC will review letters that fall into this category with the City before proceeding.

Task 10.4 Deliverables

Ten (10) hard copies and 10 CD copies of the Administrative Final EIR. Forty (40) hard copies and 40 CD copies of the Final EIR (FEIR).

10.5 Meetings/Public Meetings/Project Management/CEQA Findings

PMC will attend and participate in the following public meetings.

- Scoping Meeting
- Public Meeting on the Draft EIR
- Two Public Hearings

This scope anticipates regular communication with the project team and City staff. PMC are assuming up to three (3) project meetings with the City, as well as an unlimited number of conference calls to resolve issues and discuss next steps. PMC will establish a single repository for all information pertaining to the project and a protocol for submission of materials.

Project Management staff consisting of Patrick Angell and Todd Chambers will attend all project meetings and make presentations as needed. PMC will also prepare the CEQA Findings of Fact and Statement of Overriding Considerations (if required) as provided under CEQA Guidelines Section 15091 and 15093. PMC will utilize the City's format for the CEQA Findings of Fact.

TASK 11: EIR CERTIFICATION**11.1 Planning Commission Hearing**

The Consultant Team will attend a Planning Commission Hearing regarding the EIR.

11.2 City Council Hearing

The Consultant Team will attend a City Council Hearing regarding the EIR.

Task 11 Deliverables

Final Environmental Impact Report with Mitigation and Monitoring Program

TASK 12: ADOPTION OF STATION AREA PLAN**12.1 Planning Commission Hearing**

The Consultant Team will attend a Planning Commission hearing and support staff in presenting the plan and responding to questions and comments.

12.2 City Council Hearing

The BMS team will attend a City Council hearing and support staff in presenting the plan and responding to questions and comments.

12.3 Final Plan Document

The team will provide a final plan document to City staff.

Task 12 Deliverables

Adopted Station Area Plan

Lawrence Station Area Plan & EIR - Phase 2

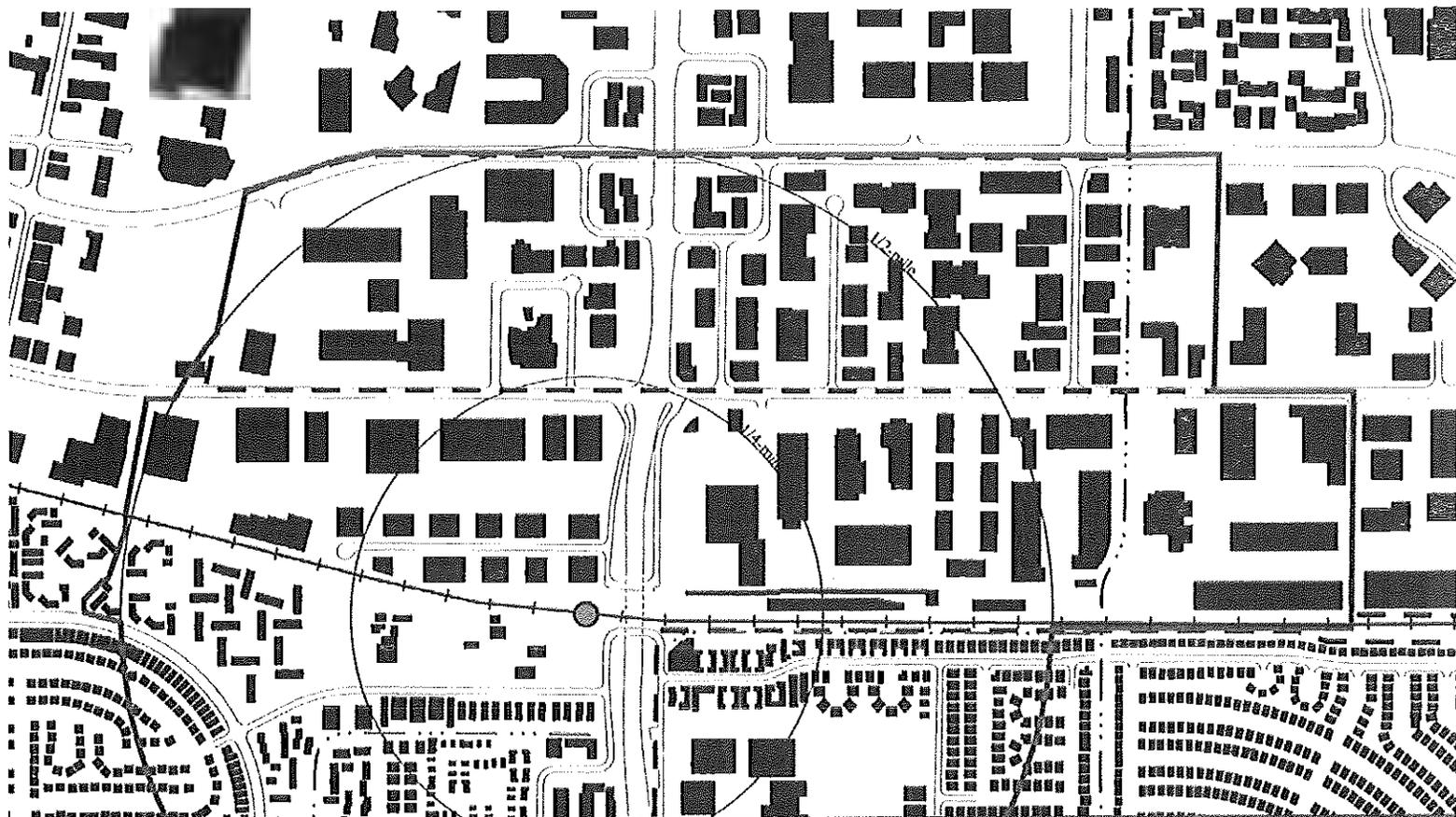
PROPOSED SCHEDULE

	2012								2013											
	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Task 1: PROJECT INITIATION	■																			
Task 2: COMMUNITY INVOLVEMENT PLAN		■																		
Task 3: PARKING AND TRAFFIC CIRCULATION ANALYSIS		■	■	■																
Task 4: PLANNING AND DESIGN TOOLKIT FOR DEVELOPMENT			■	■	■	■														
Task 5: PREFERRED ALTERNATIVE, URBAN DESIGN, STREETScape AND OPEN SPACE			■	■	■	■	■													
Task 6: AFFORDABLE HOUSING AND ANTI-DISPLACEMENT STRATEGY							■	■												
Task 7: INFRASTRUCTURE DEVELOPMENT, BUDGET & FINANCING STRATEGY							■	■												
Task 8: IMPLEMENTATION PLAN							■	■												
Task 9: PREPARATION OF STATION AREA PLAN							■	■	■	■	■		■				■			
Task 10: PREPARATION OF PROGRAM EIR							■	■	■	■	■	■	■	■	■	■	■			
Task 11: EIR CERTIFICATION																			■	■
Task 12: ADOPTION OF STATION AREA PLAN																			■	■
⊙ TAG Meeting	⊙		⊙		⊙		⊙			⊙		⊙						⊙		
⊙ CAG Meeting	⊙				⊙		⊙			⊙		⊙						⊙		
* Community Workshops / Hearings					*		*									*			*	*

Legend

■ Task Duration

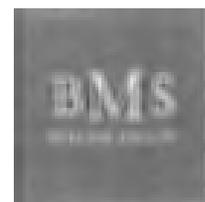
⊙ Review Period



APPENDIX

C

Termination + Litigation Disclosure
Exceptions to Proposed Contract Language
UDBE Forms
Team Member Resumes + Project Lists



TERMINATION OF CONTRACT + LITIGATION DISCLOSURES

BMS Design Group has had no prior or ongoing incidents where it is or has been alleged that BMS has defaulted or failed to perform, leading to a termination of contract. Likewise, there have been no civil or criminal litigation or pending investigations which involve BMS or in which BMS has been judged guilty or liable.

EXCEPTIONS TO PROPOSED CONTRACT LANGUAGE

The following comments reference the proposed contract paragraphs:

5) Ownership of Documents – Add the following statement “Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without Consultants’ advice after delivery of such documents to City, nor shall Consultant be liable for their use by City without Consultants’ consent in projects other than the Project.”

7) Confidential Information – Please add the following to the end of the last sentence “unless maintaining confidentiality would violate the law, create the risk of significant harm to the public, or prevent Consultant from establishing a claim or defense.”

8) Compliance with Laws (b) – add the word “applicable” prior to “all federal, state and city laws”.

10) Indemnity - “CONSULTANT shall indemnify (but not provide an upfront defense against unproven claims or allegations) and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including reimbursing reasonable attorney fees, arising out of the performance of the CONSULTANT’s services described herein, but only to the extent caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.”

EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY City of Sunnyvale LOCATION Sunnyvale, California

PROJECT DESCRIPTION Lawrence Station Area Plan Phase 2

PROPOSAL DATE March 14, 2012

PROPOSER'S NAME BMS Design Group

CONTRACT UDBE GOAL (%) 6.9%

WORK ITEM NO	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
Task 3	Traffic Count Survey	8440, expires 7/2/2013	WILTEC, Inc.	0.9%
Task 4	Planning and Design Toolkit for Development	35388, expires 6/3/2014	Eisen Letunic	6.0%

For Local Agency to Complete:

Local Agency Proposal Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Proposal Date: _____

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise

Print Name _____ Signature _____ Date _____
Local Agency Representative

(Area Code) Telephone Number _____

Total Claimed UDBE Commitment 6.9% %

Signature of Proposer 

Date 5/8/2012 (Area Code) Tel No 415-249-0130

Person to Contact Barbara Maloney, Partner (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)
(Rev. 6/27/09)

Distribution: (1) Original - Local agency files

EXHIBIT 15-H UDBE INFORMATION – GOOD FAITH EFFORTS

UDBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. Lawrence Station Area Plan Phase 2 Bid Opening Date March 14, 2012

The City of Sunnyvale established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 6.9 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
NA	
<u>BMS Design Group secured an immediate commitment of certified firms at a combined total of 6.9 percent, and did not feel the need to outreach further.</u>	

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
<u>WILTEC, Inc.</u>	<u>3/7/2012</u>	<u>Email; 3/8/2012, 3/12/2012</u>
<u>Eisen Letunic</u>	<u>5/3/2012</u>	<u>Email; 5/4/2012, 5/8/2012</u>

C. The items of work which the bidder made available to UDBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Task 3	N	Traffic count survey	\$3,000	0.9%
Task 4	Y	Planning and Design Toolkit for Development	\$21,150	6.0%

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

NA

Names, addresses and phone numbers of firms selected for the work above:

WILTEC, Inc., 610 North Lake Avenue, Pasadena, CA, 91101, 626-564-1944
 Elsen|Letunic, 46 Shattuck Square, Suite 18, Berkeley, CA 94704, 510-525-0220

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

No assistance was necessary.

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

No assistance was necessary.

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

NA

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Task	Description	EIR Design Group					EIR & Plans					G/P			E/P				PAC	
		Planner	W. Design	Planner	EIR	Staff	Assoc. Design	PM	PE	Engineer	Assoc.	Arch/Int.	Planner	PM	PE	Planner	UP	Analyst	Staff	SEE SECOND PAGE FOR DETAILS
Task 1: PROJECT INITIATION																				
11	Schedule, Budget, Scope Review & Confirmation																			
12	Establishment of Mgmt/Communications Procedures																			
13	Data Collection, Mapping																			
14	Staff/Consultant Team Kickoff Meeting																			
	Subtotal Hours	2	1																	
	Subtotal Fee																			
	Total Task Fee:																			
Task 2: COMMUNITY INVOLVEMENT PLAN																				
21	Consultant Staff Coordination																			
22	Prepare Community Involvement Plan, Schedule																			
23	Ongoing Monitoring and Participation																			
24	TAG Kickoff Meeting																			
25	CAJ Kickoff Meeting																			
	Subtotal Hours	4	14																	
	Subtotal Fee																			
	Total Task Fee:																			
Task 3: PARKING AND TRAFFIC CIRCULATION ANALYSIS																				
31	Additional Existing Conditions Data																			
32	Parking Demand Analysis																			
33	Document Parking + Transportation Conditions for Land Use Alts																			
34	Staff and TAG Meeting																			
	Subtotal Hours	2	6																	
	Subtotal Fee																			
	Total Task Fee:																			
Task 4: PLANNING AND DESIGN TOOLKIT FOR DEVELOPMENT																				
41	Preliminary Guideline Concepts																			
42	Draft Toolkit for Development																			
43	Review Site Design																			
44	Review of the Toolkit for Development																			
45	Final Toolkit for Development																			
	Subtotal Hours	4	26	32																
	Subtotal Fee																			
	Total Task Fee:																			
Task 5: PREFERRED ALTERNATIVE, URBAN DESIGN, STREETScape AND OPEN SPACE STANDARDS																				
51	Review and Update Background and Base Material																			
52	Review Framework Plan																			
53	Review and Analyze Land Use Alternatives																			
54	Staff, TAG, CAO Review Meetings																			
55	Public Outreach #1																			
56	Planning Commission and Council Study Session																			
57	City Staff Kick Session																			
58	Prepare Preliminary Preferred (Study) Plan Alternative																			
59	Staff, TAG, CAO Review Meetings																			
510	Public Outreach #2																			
511	Work Session with City Staff																			
	Subtotal Hours	31	95	144																
	Subtotal Fee																			
	Total Task Fee:																			
Task 6: AFFORDABLE HOUSING AND ANTI-DISPLACEMENT STRATEGY																				
61	Existing Conditions and Affordable Housing Needs Assessment																			
62	Affordable Housing Goals and Implementation Strategy																			
	Subtotal Hours																			
	Subtotal Fee																			
	Total Task Fee:																			
Task 7: INFRASTRUCTURE DEVELOPMENT, BUDGET & FINANCING STRATEGY																				
71	Infrastructure Development																			
72	Financing Strategy																			
73	Staff, TAG, CAO Review Meetings																			
	Subtotal Hours	3	7																	
	Subtotal Fee																			
	Total Task Fee:																			
Task 8: IMPLEMENTATION PLAN																				
81	Prepare Implementation Plan																			
82	Staff, TAG, CAO Review Meetings																			
	Subtotal Hours	6	27																	
	Subtotal Fee																			
	Total Task Fee:																			
Task 9: PREPARATION OF STATION AREA PLAN																				
91	Final Administrative Draft Station Area Plan																			
92	Second Administrative Draft																			
93	Staff, TAG, CAO Review Meetings																			
93	Public Draft Station Area Plan																			
	Subtotal Hours	10	64	16																
	Subtotal Fee																			
	Total Task Fee:																			
Task 10: PREPARATION OF PROGRAM EIR																				
101	EIR Initiation																			
102	Area Plan Consultation																			
103	Draft Environmental Impact Report																			
104	Response to Comments Document																			
	Subtotal Hours		4																	
	Subtotal Fee																			
	Total Task Fee:																			
Task 11: EIR CERTIFICATION																				
111	Planning Commission Hearing																			
112	City Council Hearing																			
	Subtotal Hours	4																		
	Subtotal Fee																			
	Total Task Fee:																			
Task 12: ADOPTION OF STATION AREA PLAN																				
121	Planning Commission Hearing																			
122	City Council Hearing																			
123	Final Plan Document																			
	Subtotal Hours	4	4																	
	Subtotal Fee																			
	Total Task Fee:																			

Total Labor	\$346,478
Expenses (Report Fees)	\$2,500
Expenses (Travel, Delivery, Miscellaneous)	\$1,000
Optional Expenses (WebSite Setup and Maintenance)	\$13,000
Total Fee w/o Web	\$362,978
Total Fee w/ Web	\$375,978

Lawrence Station Area Plan EIR



	Project Director	Project Manager/ Senior Associate	Enviro Analyst	GHG Emissions	GIS/Graphics	Technical Editor	Admin	Total PMC Hours	Direct Costs \$	AMBIENT	Total Budget
Tasks	\$185	\$145	\$85	\$85	\$80	\$80	\$65				
Task 1 Project Initiation/Notice of Preparation	8	18	24		2	4	4	60	\$ 330		\$ 7,200
Task 2 Prepare Admin Draft EIR	20	80	200	20	12	20	30	382	\$ 990	\$ 12,108	\$ 51,608
Task 3 Revision to ADEIR/Prepare DEIR	10	32	60	8	8	12	18	148	\$ 2,850		\$ 17,890
Task 4 Response to Comments/Final EIR	14	46	80	4		20	30	194	\$ 1,550		\$ 21,500
Task 5 Meetings/Public Meetings/Project Management/CEQA Findings	14	20	24					58	\$ 220		\$ 7,750
Totals	66	196	388	32	22	56	82	842	\$ 5,940	\$ 12,108	\$ 105,948

EXHIBIT C

INSURANCE REQUIREMENTS

CONSULTANT shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONSULTANT shall take out and maintain during the life of the contract **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.

CONSULTANT shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONSULTANT, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by CONSULTANT, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONSULTANT's or CITY's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- CITY must be named as additional named insured with respect to the services being performed under the contract. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.

EXHIBIT "D"

COUNCIL POLICY MANUAL

Policy 7.3.7 Standard Conflict of Interest Code

POLICY PURPOSE:

The purpose of this policy is to establish procedures developed in compliance with the terms of the Political Reform Act and related regulations concerning the adoption of Conflict of Interest Codes.

POLICY STATEMENT:

The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730, which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Political Reform Act; these provisions are incorporated by reference as the City's Conflict of Interest Code. The standard Conflict of Interest Code requires a list of City positions subject to its provisions, and these are found in Appendix A. City Councilmembers, Planning Commissioners, City Managers, City Treasurers and City Attorneys are treated separately under the Political Reform Act and are not listed in the Appendix as designated employees. The persons holding positions listed in Appendix A are designated employees. Members of the Board of Building Code Appeals and the Heritage Preservation Commission also have been designated in the Conflict of Interest Code. It has been determined that these persons make or participate in making decisions which may have an effect on financial issues. The disclosure categories they must file under are set forth following the list of positions.

In accord with Government Code Section 87306.5, the Conflict of Interest Code is reviewed in even-numbered years and Appendix A is updated, if necessary.

All designated employees and certain Board and Commission members shall file Statements of Economic Interests, on forms required by the Fair Political Practices Commission, with the City Clerk no later than April 1 of each calendar year.

(Adopted: RIC 91-307A (2/29/1991); Amended: 92-265 (6/9/1992), 94-351 (6/14/1994), 96-386 (10/1/1996), 98-326 (9/22/1998), 00-307 (9/12/2000), 02-415 (10/22/2002), 04-342 (9/28/2004); (Clerical/clarity update, Policy Update Project 7/2005). Amended: 06-326 (10/24/2006); Amended: 08-344 (11/18/2008 - Resolution No. 351-08))

Lead Department: Office of the City Manager

EXHIBIT "D"

COUNCIL POLICY MANUAL

Appendix A
CITY OF SUNNYVALE – CONFLICT OF INTEREST CODE
DESIGNATED CITY POSITIONS REQUIRED TO FILE
(Pursuant to Resolution No. 351-08)

Position	Disclosure Category
Accountant – Treasury	1
Administrative Assistant	1
Administrative Librarian	1
Administrative Services Manager	1
Affordable Housing Manager	1
Applications Development Manager	1
Assistant Buyer	2
Assistant City Attorney	1
Assistant City Engineer	1
Assistant City Manager	1
Assistant Director of Public Works/City Engineer	1
Assistant to the City Manager	1
Assistant to the Director of Parks and Recreation	1
Assistant Planner	1
Associate Planner	1
Building Inspector/Coordinator	1
Bureau of Technical Services Manager	1
Buyer	1
Child Care Manager	1
City Clerk	1
City Property Administrator	1
Civil Engineer	1
Communications Officer	1
Community Resources Manager	1
Deputy City Attorney	1
Deputy City Clerk	1
Deputy Communications Officer	1
Director of Community Development	1
Director of Employment Development	1
Director of Human Resources	1
Director of Information Technology	1
Director of Libraries	1
Director of Parks and Recreation	1
Director of Public Safety	1
Director of Public Works	1
Economic Development Manager	1
Employment Training Manager	1
Environmental Division Manager	1
Environmental Engineering Coordinator	2
Finance Manager	1

EXHIBIT "D"

COUNCIL POLICY MANUAL

Fire Prevention Inspectors	3
Fleet Manager	2
Golf Operations Supervisor	2
Hazardous Materials Coordinator	3
Hazardous Materials Inspector	3
Housing Officer	1
Human Resources Analyst	1
Human Resources Manager	1
Industrial Waste Inspector	3
Information Technology Services Manager	1
Intergovernmental Relations Officer	1
Internal Auditor	1
Manager of Business Operations	2
Manager of Job Seeker Services	1
Neighborhood Preservation Manager	1
Onizuka BRAC Project Manager	1
Operations Manager	3
Parks Supervisor	3
Permit Technician	1
Plan Check Coordinator	1
Plan Check Engineer	1
Plan Checker	1
Planning Officer	1
Principal Buyer	1
Principal Human Resources Analyst	2
Principal Planner	1
Program Quality and Operations Manager	2
Public Safety Captain	1
Public Safety Deputy Chief	1
Public Works Construction Inspector	3
Public Works Supervisor	1
Recreation Supervisor	3
Recycling Manager	1
Revenue Systems Supervisor	1
Senior Assistant City Attorney	1
Senior Building Inspector/Coordinator	1
Senior Buyer	1
Senior Engineer	1
Senior Industrial Waste Inspector	1
Senior Internal Auditor	1
Senior Construction Inspector/Coordinator	1
Senior Management Analyst/Economic Development	1
Senior Management Analyst/Finance	1
Senior Management Analyst/ Human Resources	1
Senior Plan Check Engineer	1
Senior Planner	1
Senior Traffic Engineer	2
Senior Transportation Planner	2
Solid Waste Contract Administrator	2

EXHIBIT "D"

COUNCIL POLICY MANUAL

Solid Waste Program Manager	1
Superintendent of Building Inspection	1
Superintendent of Facilities Maintenance	1
Superintendent of Field Services	1
Superintendent of Parks	1
Superintendent of Recreation	1
Superintendent of Trees and Landscape	1
Supervising Librarian	1
Transportation and Traffic Manager	1
Urban Landscape Supervisors	3
Volunteer Services Manager	1
Water Operations Manager	1
Water Pollution Operations Manager	1
Water Pollution Control Lab and Pretreatment Manager	1
Water Pollution Control Maintenance and Facility Manager	1
Water Pollution Control Operations Manager	1
Youth and Family Resources Manager	1
Consultants	1
Designated appointees:	
Member, Board of Building Code Appeals	1
Member, Heritage Preservation Commission	1
State Required Filers:	
The following positions are NOT covered by the code because they must file under section 87200 and, therefore, are listed for informational purposes only:	
City Attorney	1
City Manager	1
Director of Finance	1
Member, Planning Commission	1
An individual holding one of the above listed positions (State Required Filers) may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by section 87200.	

Consultants are included in the list of designated employees and shall disclose pursuant to Category 1 subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

COUNCIL POLICY MANUAL

DISCLOSURE CATEGORIES

Category 1

A designated employee in this category must report all investments, interests in real property owned in the City of Sunnyvale, sources of income including gifts, loans and travel payments, and business entities in which he or she is a director, officer, partner, trustee, employee or holds any position of management.

Category 2

A designated employee in this category must report sources of income including gifts, loans and travel payments, and business entities in which he or she has an investment or is a director, officer, partner, trustee, employee or holds any position of management, if the business entity or source of income is of the type which has done business with the City of Sunnyvale within the previous two years.

Category 3

A designated employee in this category must report sources of income including gifts, loans and travel payments, and business entities in which he or she has an investment or is a director, officer, partner, trustee, employee or holds any position of management, if the business entity or source of income is of the type which within the previous two years has provided services, equipment, lease space, materials or supplies to the City.

ATTACHMENT B



METROPOLITAN
TRANSPORTATION
COMMISSION

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

February 10, 2012

Adrienne J. Tisler, Chair
San Mateo County

Amy Rein Worth, Vice Chair
Cities of Contra Costa County

Tom Azunbrado
U.S. Department of Housing
and Urban Development

Tom Bates
Cities of Alameda County

David Cantos
City and County of San Francisco

Dave Cortese
Santa Clara County

Bill Dodd
Napa County and Cities

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Mark Green
Association of Bay Area Governments

Scott Haggerty
Alameda County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sam Liccardo
Cities of Santa Clara County

Jake Mackenzie
Sonoma County and Cities

Kevin Mullin
Cities of San Mateo County

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Sperring
Solano County and Cities

Scott Wiener
San Francisco Mayor's Appointee

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Gary Luebbbers
City Manager
City of Sunnyvale
P.O. Box 3707
Sunnyvale, CA 94088-3707

RE: Lawrence Station Area Plan Funding Agreement

Dear Mr. Luebbbers:

This letter is our Funding Agreement for the performance of station area planning assistance ("the Agreement").

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

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

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

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

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

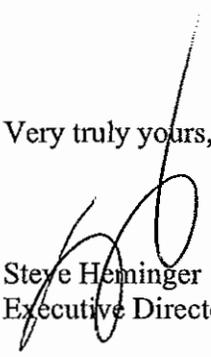
Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid under the Agreement exceed the sum of four hundred fifty thousand dollars (\$450,000).

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

Performance will begin on February 10, 2012, and be completed by October 31, 2013, unless MTC terminates this agreement earlier as provided in Article 3, Termination, of Attachment C.

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

Very truly yours,



Steve Heminger
Executive Director

Accepted and Agreed to this _____ day
Of February 2012

Gary Luebbers, City Manager of
Sunnyvale

ATTACHMENT A

SCOPE OF WORK

Lawrence Station Area Plan (Phase 2-4)

The RECIPIENT, City of Sunnyvale, with professional consultant assistance (Consultant), shall develop the *Lawrence Station Area Plan (LSAP)*. The LSAP shall focus on the area approximately one-half mile radius around the existing Lawrence Caltrain station located near the eastern boundary of the City of Sunnyvale along Lawrence Expressway. See the boundaries of the plan referenced in ATTACHMENT A-1, attached hereto and incorporated herein.

RECIPIENT shall prepare a plan with the goal of increased ridership for Caltrain. This ridership increase shall occur through a plan which includes increased densities (residential and possibly job generating uses), creates walkable and bikeable neighborhoods with connections to shopping, the transit station, public and educational facilities, and envisions attractive streets with transit supportive uses.

The vision of the planning effort is that: *"Lawrence Station Area will achieve its full potential as a local residential and employment center where people can live, work, shop and play in a vibrant, walkable environment that takes advantage of its proximity to transit. Towards this end, the plan will establish land use and parking policies, access and circulation, pedestrian/bicycle and streetscape improvements, urban design guidelines, and infrastructure improvements through an extensive and inclusive public outreach and stakeholder participation process."* (see <http://lawrencestation.insunnyvale.com>)

The *Lawrence Station Area Plan* shall include all the station area and land use planning elements identified in Appendix B of the FOCUS Planning program. Specifically, the plan shall define both the land use plan for the area as well as the policies—zoning, design guidelines, parking policies, streetscape design, open space standards etc.—for implementation, in addition to an infrastructure and financing strategy. The primary objectives to be achieved through the LSAP are:

- Establishment of a land use plan and policy framework that shall guide future development and redevelopment activities within the area toward transit supportive uses and improvements.
- Improvement of vehicular, pedestrian, bicycle and transit connectivity between the station site and existing and future adjacent commercial and residential areas.
- Development and implementation of urban design standards for streets, streetscapes, buildings and open space, which promote walkable and livable environments within the project area.
- A toolkit to promote mixed use development.
- Preparation of a program level environmental impact report (EIR including technical studies for traffic, air quality, and infrastructure).

- Inform the public about transit-oriented design concepts and the station area planning process through a comprehensive community involvement strategy.

RECIPIENT and Consultant shall conduct public workshops, to inform citizens about the project and the process. Participation of property owners, community groups, and interested citizens shall be an important element of the project. A comprehensive public outreach plan shall be developed to engage and educate the public about the Lawrence Station Area Plan process, provide opportunities for the public to discuss issues openly and participate in the formulation and selection of preferred concepts and plans. The plan shall include methods to include community groups and minority, low income, youth, renter, and non-English speaking populations.

RECIPIENT shall form a Technical Advisory Group (TAG) to involve stakeholders from other public agencies, technical experts (Consultant team), and staff from various divisions in the City of Sunnyvale. The TAG's role is to help develop plan concepts and guide the project through the work tasks described more fully below. Planned membership on the TAG shall include representatives from:

- Planning Division (Community Development Department)
- Housing Division (Community Development Department)
- Traffic and Transportation Division (Public Works Department)
- Land Development Division (Public Works Department)
- Water, Sewer, Storm water Divisions (Environmental Services Department)
- Other City of Sunnyvale staff as needed (e.g. Parks, Economic Development, Finance)
- City of Santa Clara
- County of Santa Clara
- Valley Transportation Authority
- Association of Bay Area Governments (ABAG)
- Utility Companies (PG&E, AT&T and Comcast)
- Samtrans (San Mateo County Transit Agency)
- Bay Area Air Quality Management District (BAAQMD)

PHASE 1 OF LAWRENCE SAP EFFORT

TASK 1: OVERVIEW OF COMPLETED TASKS

In 2009, the study area was designated a potential priority development area (PDA) by ABAG/MTC under their regional FOCUS program. A feasibility study to assess development potential of the area including a market feasibility analysis was completed in May 2009. Based on the findings, Sunnyvale City Council directed staff to move forward with the SAP effort. RECIPIENT hired a Consultant team to guide the first phase of the SAP preparation which kicked off in December 2010. Phase 1 of the Plan was funded through a Community Design and Transportation (CDT) grant from VTA and included:

- Analysis of existing conditions;
- Regulatory context;
- Land use alternatives analysis,

- Market demand analysis and;
- Preliminary parking needs analysis.

The first phase report established the framework of the overall plan and identified elements to be developed in detail in future phases. Several community outreach meetings were held at Sunnyvale in the first half of 2011 with a focus on issues identification, vision and goal setting for the area. Partner public agencies including VTA, County of Santa Clara, City of Santa Clara and Caltrain were involved in the planning process as members of a Technical Advisory Group (TAG). The first phase plan was accepted by Sunnyvale City Council in November 2011.

The RECIPIENT shall provide a copy of the Phase 1 report that includes information including: existing land use; existing physical conditions; environmental conditions; market demand analysis and overall financial feasibility; traffic and parking data; existing policy and regulatory framework of the General Plan, Zoning Code, applicable Design Guidelines, and the Bicycle and Pedestrian Master Plan; pending development projects; and planned public improvement projects. Phase 1 report includes maps, data tables and charts illustrating existing conditions including streets, buildings, parking areas, bike paths and trails. In addition, the RECIPIENT shall provide the MTC with detailed maps and land use intensification data pertaining to the three land use alternatives identified in Phase 1 with an overview of the community involvement process and input that led to the development of these alternatives.

Deliverable 1a: Existing Conditions Maps and Report (completed)

Deliverable 1b: Land Use and Alternatives Analysis (completed)

Deliverable 1c: Access and Circulation Framework Analysis (completed)

Deliverable 1d: Display graphics for each alternative (completed)

Deliverable 1e: Market Demand Analysis (completed)

Deliverable 1f: Regulatory Context Report (completed)

PHASE 2 OF LAWRENCE STATION AREA PLANNING EFFORT

TASK 2: COMMUNITY INVOLVEMENT PLAN

RECIPIENT and Consultant shall develop a collaborative community involvement plan for the project. RECIPIENT will partner with local and regional community based organizations as well as engage in directed education and outreach efforts involving minorities, low-income, renters, seniors and non-English speaking populations. A *Citizen Advisory Group (CAG)* comprising Boards and Commission members as well as various stakeholders from within the study area will be involved in the process of plan development throughout. Regular meetings will be scheduled with the CAG to ensure that their input and feedback is included at specific points of plan development. As described above, a Technical Advisory Group (TAG) is already in place; the TAG will be expanded and will continue to be involved in Phase 2 of this effort. In addition, broader community outreach meetings will be held to gain feedback citywide. Specific deliverables include:

Deliverable 2a: a. A community involvement plan (details of who will be engaged and when, along with the strategies that will be used to engage them)

Deliverable 2b: Materials for distribution at CAG and TAG meetings (draft and final versions of maps, handouts etc. as they are prepared)

Deliverable 2c: Timeline for TAG, CAG and broader community outreach meetings

Deliverable 2d: Meeting minutes, public comment summaries, survey or focus group summaries (as appropriate)

TASK 3: PARKING AND TRAFFIC CIRCULATION ANALYSIS

Task 3a. RECIPIENT and Consultant shall prepare a parking demand analysis for the project area related to transit service and intensification of land uses in the area. The analysis, summarized in a technical memorandum, shall examine:

- Residential parking demand
- Employment/commercial parking demand
- Mixed use parking demand
- Potential for shared and/or priced parking in the station area
- Feasibility of establishing parking maximums/minimums
- Parking management strategies
- Transit-oriented development parking ratios

Task 3b. RECIPIENT and Consultant shall prepare a detailed Traffic analysis for each land use alternative to address traffic and circulation issues in the project area. Motor vehicle, transit, bicycle and pedestrian circulation patterns shall be considered, focusing on connectivity for these modes to the station, including station access for the disabled and elderly. Coordination of bus transit service with rail transportation and non-motorized connections to transit shall also be considered. Safety and operational issues shall be analyzed for the alternatives. Level of Service analysis shall be conducted for motor vehicles, transit, bicycles and pedestrians for each alternative along with identification of required mitigation measures. Ridership projections shall be developed by travel period and commute direction.

RECIPIENT and Consultant shall present the findings from the Parking Demand and Traffic Analysis at TAG, CAG and public outreach meetings and illustrate how public sentiment is reflected in the alternatives and seek feedback on the alternatives. Utilizing interactive planning techniques, the Consultant shall lead meeting attendees in an exercise to identify community priorities and preferences. This may result in a clear preference for one of the alternatives or may result in a hybrid concept, which combines components of each alternative.

Deliverable 3a: Parking Demand Analysis

Deliverable 3b: Transportation improvements and Traffic Analysis

Deliverable 3c: CAG meeting summary

Deliverable 3d: TAG meeting summary

TASK 4: TOOLKIT FOR MIXED USE DEVELOPMENTS

RECIPIENT and Consultant shall prepare a toolkit for mixed use developments that would provide guidance to decision makers, staff and the development community on what would be considered appropriate for mixed use development types. Examples of criteria would be, site specific density analyses, massing and height studies, analysis of constraints to future development under current zonings standards, selection of appropriate parking and open space standards, site and architectural design guidelines, to list a few. The study would include an analysis of TOD standards, smart growth and green building principles. To visually illustrate the toolkit standards, the Consultant shall prepare an exhibit that illustrates the application of mixed

use toolkit standards to a specific site within the LSAP study area and/or at another PDA site in the City. The toolkit would be developed in such a way that it could be used to guide the development of mixed use projects in any part of the City, including the El Camino Real corridor and the Downtown Specific Plan area, both of which are well served by public transit.

Consultant shall prepare a report detailing the elements included in the toolkit for mixed use developments as a stand-alone document. Consultant shall also prepare a graphic illustrating the toolkit standards as applied to a sample site/s.

Deliverable 4a: Report with details of elements included in the toolkit for mixed use developments in Sunnyvale (stand-alone document)

Deliverable 4b: Graphic illustrating application of toolkit standards to a sample site/s

TASK 5: PREFERRED ALTERNATIVE, URBAN DESIGN, STREETSCAPE AND OPEN SPACE STANDARDS

The Consultant, in consultation with RECIPIENT and the community, shall develop a preferred land use and circulation alternative which shall serve as the basis for the Draft Lawrence Station Area Plan.

To complement the land use and circulation preferred alternative, the Consultant shall develop design and streetscape standards based on input from TAG, CAG and community outreach meetings. The urban design standards shall address transit oriented design, including general design concepts for public spaces, street design by type and function of street, building form and orientation, street furniture, street lighting, street trees and landscaping, decorative sidewalks, utility vaults/cabinets/appurtenances, special design treatments for spaces such as the transit station, bus stops, and bicycle and pedestrian connections, particularly to the station. Accessible design for elderly and disabled persons and accessible paths of travel between the station area and areas with a half mile of the station shall be addressed. Design for habitable housing units near the station for persons with disabilities shall also be included.

The RECIPIENT and Consultant shall assess open space needs resulting from future development in the area and identify general locations for public and private open space. An open space framework plan shall be prepared to meet this objective.

RECIPIENT and Consultant shall present the preferred land use and circulation alternative and the draft urban design, streetscape and open space standards to the TAG, CAG and at the broader community outreach meeting. The public will be asked to respond to the preferred plan and design standards. Input received shall be used to refine the alternative and develop the Draft Lawrence Station Area Plan.

Deliverable 5a: Large format graphic illustrating preferred alternative, draft Urban Design and Streetscape Standards and report

Deliverable 5b: Open Space Framework Plan (public parks and private open space)

Deliverable 5c: TAG meeting summary

Deliverable 5d: CAG meeting summary

TASK 6: AFFORDABLE HOUSING AND ANTI DISPLACEMENT STRATEGY

The RECIPIENT and Consultant shall prepare an *Affordable Housing and Anti-Displacement Strategy* to provide existing and future plan area residents with a range of housing options affordable to households at all income levels. The Strategy shall describe the demographics of the area's current residents, as well as housing stock characteristics. It shall also quantify the amount and type of need for affordable housing, identify specific affordable housing goals for the Plan, and assess the financial and/or physical feasibility of meeting the identified needs for affordable housing. The Strategy shall also identify mechanisms to be included in the Plan to ensure that affordable housing goals are met. Although the Recipient does not currently anticipate any residential displacement due to the Plan, the Strategy shall describe how existing housing may be affected by Plan adoption/build-out, and shall describe policies designed to mitigate any negative consequences, such as gentrification and/or displacement of lower-income residents.

Deliverable 6: A report titled "Affordable Housing and Anti-Displacement Strategy" which shall include the following components:

- *Need Assessment*
- *Existing Housing Stock and Neighborhood Conditions*
- *Quantification of Affordable Housing Need*
- *Identification of Goals*
- *Feasibility Analysis*
- *Implementation Strategy*
- *Policies to Preserve or Add Affordable Housing*
- *Anti-Displacement Strategy*

TASK 7: INFRASTRUCTURE DEVELOPMENT, BUDGET AND FINANCING STRATEGY

RECIPIENT and Consultant shall prepare an *Infrastructure Development and Financing Strategy* to determine, at an engineering level, the infrastructure necessary to support the land uses and improvements identified in the preferred land use and circulation alternative and the design standards. The analysis shall describe infrastructure conditions and improvements needed to support the plan in terms of water, wastewater, storm drainage, sanitary sewer, electricity and gas, cable, telephone service, parks, schools, libraries, telecommunications and other civic needs. The analysis shall also include any mitigated improvements identified in the program level EIR, and a preliminary stormwater management plan for the program area (may be exempt from LID requirements).

The analysis shall include order of magnitude cost estimates, phasing recommendations for improvements categorized by system, geography, or phased capacity improvements and recommended funding strategies. Consultant shall also prepare a financing report.

Deliverable 7a: Infrastructure Development and Budget Report

Deliverable 7b: Financing Report

TASK 8: IMPLEMENTATION PLAN

RECIPIENT and Consultant shall identify specific action items to implement each element of LSAP – zoning code updates, General Plan updates, with timelines for completion of each. Code updates shall be completed immediately after plan adoption.

Deliverable 8a: Implementation Plan for each element of LSAP (with timeline)

TASK 9: PREPARATION OF STATION AREA PLAN

RECIPIENT and Consultant shall prepare a draft Station Area Plan. The SAP shall serve as RECIPIENT's long range, comprehensive land use, circulation, and implementation plan for guiding development within the plan boundary. The station area plan shall contain the following components:

- **Planning Process:** Description of the process to develop the plan and the role the public played in creating the plan.
- **Land Use/Housing:** Description of land use designations, including number of units, square footage of non-residential uses, mixed use, and employment generating land uses. Population and job projections shall be included. An affordable housing strategy shall be included. Visitable and habitable units for disabled persons near the station shall be addressed.
- **Transportation and Parking:** Description of circulation for motor vehicles, transit, bicycles, and pedestrians. New streets, paths and connections shall be included. Parking management strategies and TOD parking ratios shall be identified, based on the prior Parking Demand Analysis.
- **Public Services:** Shall include information about services and infrastructure needed to implement the plan. Shall include specific policies regarding utilities, public safety, parks, schools, libraries, and cultural facilities.
- **Station Access and Connectivity Plan:** Shall address access to the station by walking, bicycling, driving, and transit as well as circulation for these modes throughout the station area, including across Lawrence Expressway and the train tracks, with overall station connectivity the goal. Accessible design for disabled and elderly persons shall be a component of this section, including accessible paths of travel to the station from transit-oriented development within one half mile.
- **Design and Streetscape Standards:** Shall include policies and standards to promote pedestrian friendly design to increase pedestrian comfort and safety in walking to the train station.
- **Station Area improvements:** Standards to enhance overall livability of station area shall also be included. These include parking structures, transit stop improvements, security, lighting, signage etc.
- **Open Space Plan:** Shall address the provision for adequate public and private open space as an integral part of the conceptual land-use alternatives
- **Implementation Plan:** Shall identify actions and strategies for plan implementation, along with completion date estimates or triggers, phasing, and cost estimates. Shall include infrastructure improvements needed for plan implementation and specific financing strategies to enable these improvements.

RECIPIENT and Consultant shall conduct Community Meetings following preparation and release of the Draft Lawrence Station Area Plan to receive public comment and input.

Deliverable 9a: Draft Station Area Plan

Deliverable 9b: Community Outreach Meeting Summary

TASK 10: PREPARATION OF PROGRAM EIR

RECIPIENT and Consultant shall prepare a Program Environmental Impact Report (EIR) which shall thoroughly and adequately assess the impacts of the draft station area plan and comply with the provisions of the California Environmental Quality Act, the National Environmental Policy Act, and the applicable regulations thereunder. The RECIPIENT and Consultant shall also prepare responses to comments received during the public review period, a mitigation monitoring program, and statement of overriding considerations, as necessary. The EIR shall address the following areas:

- **Land Use Consistency and Compatibility:** The EIR shall describe existing land use and development patterns and evaluate the proposed project's consistency with adopted city plans and policies.
- **Population, Housing and Employment:** The EIR shall analyze projected population, housing and employment impacts of the draft station area plan.
- **Transportation and Circulation:** A traffic study shall be completed to determine the project's impacts to the existing and proposed roadway system, existing and proposed bikeway network, transit systems (bus and commuter rail) and pedestrians. Corridor levels of service shall be determined for regional/arterial streets.
- **Air Quality:** The EIR shall address the project's impact on air pollutants and their precursors as well as localized carbon monoxide impacts utilizing the appropriate air quality modeling tools. The analysis shall address both operational, including vehicular emissions (long term) and construction level (short term) impacts on local and regional air quality as well as an analysis of impacts on sensitive receptors.
- **Noise:** The EIR shall address the potential impacts on ambient noise levels from any construction related noise as well as potential impacts on ambient noise from the proposed project (buildout of proposed land uses).
- **Biological Resources:** The EIR shall analyze the project's short term (construction) impacts as well as long term impacts on biological resources, including special status species.
- **Water/Wastewater:** The EIR shall analyze and address the project's construction and operational impacts to the water and wastewater systems, water supply and wastewater capacity to serve buildout of the General Plan. A Water Supply Assessment shall be completed for the project and shall be available to the EIR Consultant.
- **Hydrology/Flooding:** The EIR shall analyze the stormwater system, potential flooding impacts and water quality.
- **Public Services:** The EIR shall evaluate the potential impacts to public services such as schools, parks, solid waste disposal, police, fire, and utilities.
- **Cultural and Historic Resources:** The EIR shall evaluate potential impacts to cultural and historic resources.

- **Visual Quality:** Scenic, natural, cultural and historic assets will be evaluated and potential impacts of the project identified.
- **Geology and Seismicity:** The EIR shall examine geologic and seismic conditions, addressing ground shaking and liquefaction potential from earthquakes.
- **Hazardous Materials/Toxics:** The EIR shall evaluate sites in the plan area which are potentially contaminated.
- **Energy/Climate Change:** Changes in energy consumption anticipated through implementation of the draft station area plan shall be analyzed. Greenhouse gas emissions anticipated with the project shall be included. The EIR shall analyze how development anticipated by the station area plan shall be affected by climate change and how implementation of the plan shall affect climate change. While analysis of this topic is evolving, this EIR shall include the most current thinking and practice regarding impacts of greenhouse gas emissions.
- **Alternatives Analysis and Assessment of Cumulative impacts**

Deliverable 10a: Draft Environmental Impact Report

TASK 11: EIR CERTIFICATION

RECIPIENT and Consultant shall present the environmental impact report, at public hearings before the Planning Commission and City Council.

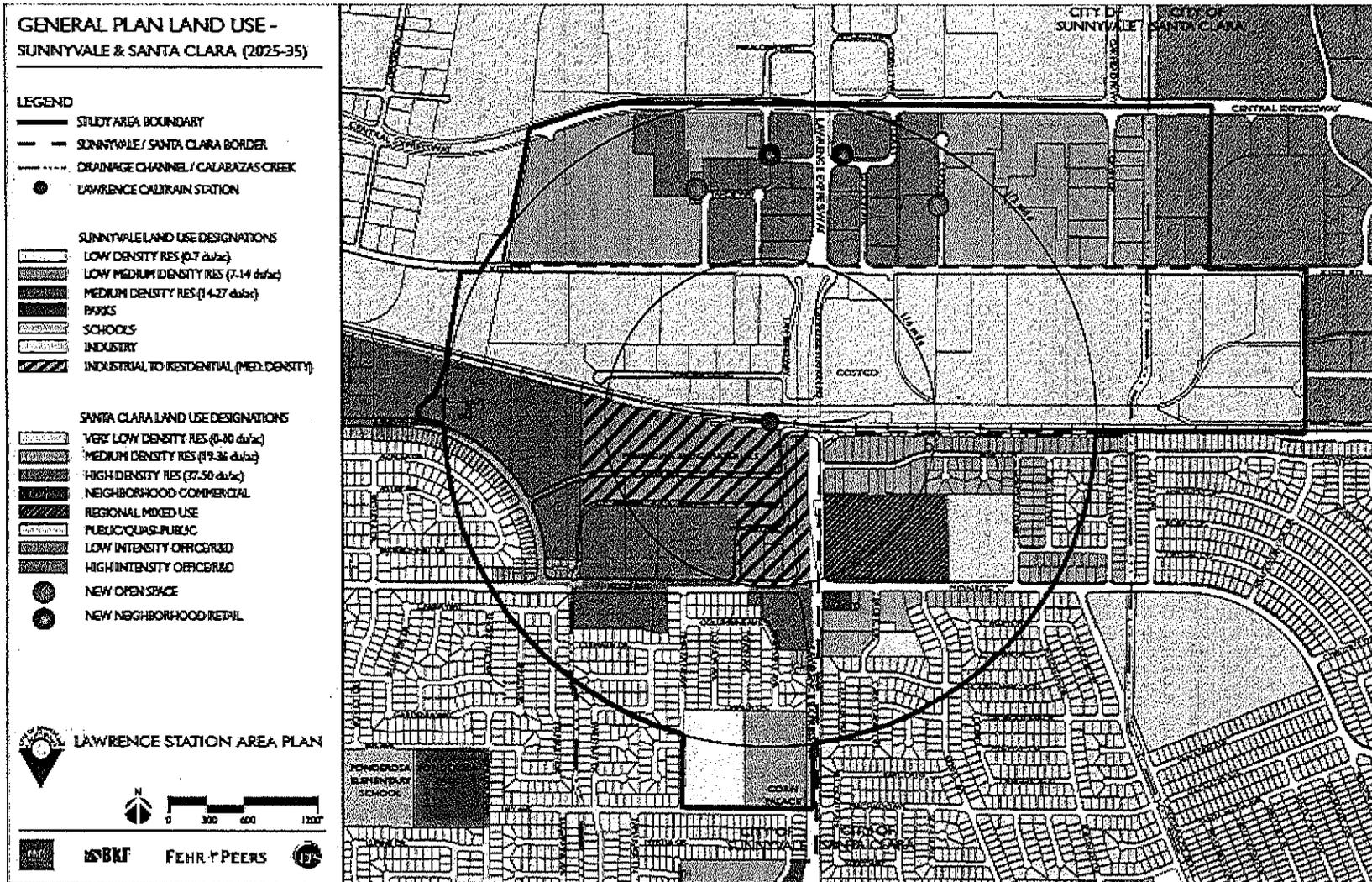
Deliverable 11a: Final Environmental Impact Report with Mitigation and Monitoring Program

TASK 12: ADOPTION OF STATION AREA PLAN

RECIPIENT and Consultant shall present the draft station area plan, general plan, zoning, and design guidelines amendment, at public hearings before the Planning Commission and City Council. The RECIPIENT and Consultant shall make any final revisions to station area plan; general plan, zoning, and design guidelines amendments, and EIR based on changes adopted by the City Council.

Deliverable 12a: Adopted Station Area Plan and General Plan, Zoning, and Design Guidelines amendments

ATTACHMENT A-1



**ATTACHMENT B
PROJECT BUDGET AND SCHEDULE**

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

Task	Deliverables	MTC Contribution	RECIPIENT Match	Total Cost	Completion Date
1	PHASE 1 OF LAWRENCE SAP EFFORT Deliverable 1a: Existing Conditions Maps and Report (completed) Deliverable 1b: Land Use and Alternatives Analysis (completed) Deliverable 1c: Access and Circulation Framework Analysis (completed) Deliverable 1d: Display graphics for each alternative (completed) Deliverable 1e: Market Demand Analysis (completed) Deliverable 1f: Regulatory Context Report (completed)	0	\$150,000	\$150,000	November 30, 2011
2	TASK 2: COMMUNITY INVOLVEMENT PLAN Deliverable 2a: A community involvement plan (details of who will be engaged and when, along with the strategies that will be used to engage them) Deliverable 2b: Materials for distribution Deliverable 2c: Timeline for TAG, CAG and broader community outreach meetings Deliverable 2d: Meeting minutes, public comment summaries, survey or focus group summaries	\$ 5000	\$2,500	\$7,500	April 30, 2012
3	TASK 3: PARKING AND TRAFFIC CIRCULATION ANALYSIS Deliverable 3a: Parking Demand Analysis Deliverable 3b: Transportation improvements and Traffic Analysis Deliverable 3c: CAG meeting summary Deliverable 3d: TAG meeting summary	\$ 25,000	\$ 0	\$ 25,000	October 30, 2012

Task	Deliverables	MTC Contribution	RECIPIENT Match	Total Cost	Completion Date
4	TASK 4: TOOLKIT FOR MIXED USE DEVELOPMENTS Deliverable 4a: Report with details of elements included in the toolkit for mixed use developments in Sunnyvale (stand-alone document) Deliverable 4b: Graphic illustrating application of toolkit standards to a sample site/s	\$100,000	\$ 2,500	\$102,500	August 30, 2012
5	TASK 5: PREFERRED ALTERNATIVE, URBAN DESIGN AND STREETScape STANDARDS Deliverable 5a: Large format graphic illustrating preferred alternative Deliverable 5b: Large format graphic illustrating draft Design and Streetscape Standards Deliverable 5c: Draft Urban Design and Streetscape Standards Deliverable 5d: TAG meeting summary Deliverable 5e: CAG meeting summary	\$ 45,000	\$ 0	\$ 45,000	November 31, 2012
6	TASK 6: AFFORDABLE HOUSING AND ANTI DISPLACEMENT STRATEGY Deliverable 6: A report titled "Affordable Housing and Anti-Displacement Strategy"	\$5,000	\$ 7,500	\$ 12,500	December 31, 2012
7	TASK 7: INFRASTRUCTURE DEVELOPMENT, BUDGET AND FINANCING STRATEGY Deliverable 7a: Infrastructure Development and Budget Deliverable 7b: Financing Report	\$ 30,000	\$2,500	\$32,500	February 30, 2013
8	TASK 8: IMPLEMENTATION PLAN Deliverable 8a: Implementation Plan	\$ 15,000	\$ 0	\$15,000	April 30, 2013
9	TASK 9: PREPARATION OF STATION AREA PLAN Deliverable 9a: Draft Station Area Plan Deliverable 9b: Community Outreach Meeting Summary	\$ 20,000	\$ 0	\$20,000	June 15, 2013

Task	Deliverables	MTC Contribution	RECIPIENT Match	Total Cost	Completion Date
10	TASK 10: PREPARATION OF PROGRAM EIR. Deliverable 10a: Draft Environmental Impact Report	\$ 200,000	\$5,000	\$205,000	June 15, 2013
11/12	TASK 11: EIR CERTIFICATION AND ADOPTION OF STATION AREA PLAN Deliverable 11a: Final Environmental Impact Report with Mitigation and Monitoring Program Deliverable 12a: Adopted Station Area Plan and General Plan, Zoning, and Design Guidelines amendments	\$ 5,000	\$5,000	\$10,000	August 30, 2013
	TOTAL	\$450,000	\$175,000	\$625,000	

ATTACHMENT C TERMS AND CONDITIONS

1. FUNDING

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

2. AMENDMENTS

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

3. TERMINATION

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

4. RETENTION OF RECORDS

RECIPIENT agrees to establish and maintain an accounting system confirming to generally accepted accounting principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs.

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

5. AUDITS

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

RECIPIENT further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that MTC, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

6. LICENSE TO WORK PRODUCTS

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

7. EQUAL EMPLOYMENT OPPORTUNITY

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

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

10. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

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

11. STATE ENERGY CONSERVATION PLAN

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

12. DEBARMENT

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

13. CLEAN AIR AND WATER POLLUTION ACTS

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

14. LOBBYING

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

15. INDEMNIFICATION

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

16. MEETINGS

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

17. COMPLIANCE WITH LAWS

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

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

18. IDENTIFICATION OF DOCUMENTS

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

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

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

19. TRAVEL AND SUBSISTENCE COSTS

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

20. SUBCONTRACTS

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

ATTACHMENT D
FAIR EMPLOYMENT PRACTICES ADDENDUM

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

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

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

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

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which RECIPIENT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that RECIPIENT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section I426 which has become final or has obtained an injunction under Labor Code Section 1429.

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

to RECIPIENT, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure RECIPIENT's breach of this Agreement.

ATTACHMENT E
NONDISCRIMINATION ASSURANCES

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

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

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

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

Appendix C;

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

Appendix D;

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

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

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

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

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

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

11. RECIPIENT shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

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

APPENDIX A TO ATTACHMENT E

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B TO ATTACHMENT E

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

(GRANTING CLAUSE)

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

APPENDIX C TO ATTACHMENT E

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

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

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

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

(Include in deeds)*

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

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

APPENDIX D TO ATTACHMENT E

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

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

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

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

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

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

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

(Include in deeds)*

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

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