

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of April, 2025, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Mintier Harnish, a Limited Partnership, whose address of record is 1415 20th Street, Sacramento, CA 95815, (hereinafter referred to as "Contractor").

WHEREAS, City is undertaking a project to develop a Central Merced/Downtown Rail Station Area Plan; and,

WHEREAS, Contractor represents that it possesses the professional skills to provide planning, environmental, and development services in connection with said project.

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

1. SCOPE OF SERVICES. The Contractor shall furnish the following services: Contractor shall provide the planning, environmental, and development services described in Exhibit "A" attached hereto.

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

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

3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end on June 30, 2026.

4. **COMPENSATION.** Payment by the City to the Contractor for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Contractor agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Contractor's services rendered under this Agreement, City shall pay Contractor the not to exceed sum of \$500,000.

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

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

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

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

In the event Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Contractor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's officers, employees, volunteers, and agents during performance of this Agreement; Contractor shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

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

c. Automobile Insurance.

- (i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Contractor.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

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

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

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

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

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

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

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

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

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

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

14. CONFORMANCE TO APPLICABLE LAWS. Contractor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

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

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

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

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

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this

Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

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

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

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

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

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

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

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

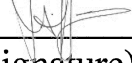
BY: Craig Cornwell 3/18/2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONTRACTOR

BY: _____
(Signature)

James Harnish

(Typed Name)

Principal/Owner

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 26-3650233

ADDRESS:

TELEPHONE: 916-446-0522

FAX: 916-446-7520

E-MAIL: Jim@mintierharnish.com

SCOPE OF WORK

Phase 1: Community and Stakeholder Engagement

Task 1.1: Kick-Off with City and HSRA

Mintier Harnish will facilitate an in-person, half-day kick-off meeting with City and HSRA staff, along with key consultant team members. During this meeting, Mintier Harnish will review the project roles and responsibilities, scope of work, master schedule, project management protocols, typical review schedule, and essential project outcomes from the City's and HSRA's perspective.

Mintier Harnish will discuss the approach and organization of the DSAP and coordination and integration with the GPU and related planning efforts, and initiate a request for project-related data, documents, and other information. The kickoff meeting will also include a walking tour of the downtown and station area to examine conditions and consider issues.

Deliverables:

- Agenda and other meeting preparation, including a presentation of project scope, master schedule, and preliminary outline of issues (digital; Word, PDF)
- Meeting facilitation and attendance (digital; Word, PDF)
- Meeting notes (digital; Word, PDF)
- Request for information (digital; Word, PDF)

Task 1.2: Regular Meetings and Project Administration

Mintier Harnish will participate in bi-monthly virtual check-in meetings with City and HSRA staff for regular project status updates and coordination. The bi-monthly check-in meetings will be scheduled to be one hour long and will be attended by our project manager, along with other staff as needed. Attendance by subconsultants is assumed for meetings relevant to their subject matter. These meetings may be used to cover technical topics of importance, such as to review and discuss HSR station design work that is being developed by others and understand station access needs. For each meeting, Mintier Harnish will provide meeting agendas and will come prepared to discuss potential issues and challenges. Mintier Harnish will provide a summary of issues discussed and expected actions. Task 1.2 also includes project administration activities, such as to develop progress reports and track budgets and schedules.

Deliverables:

- Meeting agendas, other preparation, and meeting notes (digital; Word, PDF)
- Progress reports (digital; Word, PDF)

Task 1.3: Develop Stakeholder Outreach and Engagement Plan Integrated Community Engagement

Where possible, Mintier Harnish have blended DSAP and GPU community engagement activities not only for cost efficiency but because of the two project are so interrelated.

Mintier Harnish will work in close consultation with City and HSRA staff to develop and implement an effective and inclusive Stakeholder Engagement Plan that will describe anticipated engagement activities, their format and timing and roles and responsibilities of the consultant team as well as the client team (City of Merced and HSRA). In consultation with the City and HSRA, the Engagement Plan and Equity Impact Assessment activities outlined in this proposal will be refined to result in an effective strategy that focuses on the downtown and station area, while coordinating it with the citywide General Plan Update process. As part of the outreach and engagement plan, Mintier Harnish will develop a stakeholder list that would include a full spectrum of community partners that will be engaged, such as: downtown merchants, local property owners, neighborhood groups, transit agencies, and UC Merced and community based organizations that represent environmental justice communities in Merced. The engagement strategy will define communication tools and media strategies for both direct (in-person) and digital engagement. Mintier Harnish will also develop project branding guidelines that includes a project logo, taglines, typographic, and color palettes, which will be reviewed and refined at a regular bi-monthly check-in meeting.

As part of the Engagement Plan, Mintier Harnish will draft and continue to use a **Racial Equity Impact Assessment** lens to ensure outreach efforts are inclusive and responsive to under-represented groups. To focus efforts efficiently, Mintier Harnish will identify key stakeholders, such as youth, students, low-income residents, people with disabilities, and non-English speakers, through existing stakeholder lists and partnerships with **Community-Based Organizations (CBOs)**. Mintier Harnish will prioritize engagement strategies that connect with vulnerable populations. At major project milestones, Mintier Harnish will evaluate how proposed policies and outcomes may affect under-represented communities to inform decision-making.

To encourage CBO participation and compensate for CBO representatives' time, an allowance for CBO stipends is provided within Mintier Harnish' estimate of direct expenses. Language barriers and translation/interpretation needs will be considered in outreach material and at workshops. Translation and interpretation services have not been included in the project budget.

Deliverables:

- Draft and final Stakeholder Engagement Plan memorandum (assumes one round of review and comment/feedback) (digital; Word, PDF)
- Draft and revised Racial Equity Impact Assessment with project and policy performance measures (assumes one round of review and comment/ feedback) (digital; Word, PDF)

Task 1.4: Website Development and Management

Mintier Harnish will build, test, launch, and operate a project website as a part of the General Plan Update. Members of the consulting team responsible for the DSAP will coordinate design, content, and maintenance with the GPU team.

Task 1.5: Documentation of Input and Communications

Mintier Harnish will develop, implement, and support a database that tracks, documents, and organizes public comments during the planning process. Mintier Harnish will also establish a cloud-based platform for sharing files.

Deliverable: Database to track and organize public and stakeholder comments updated regularly (digital; Excel, PDF)

Task 1.6: Stakeholder Interviews

To identify issues to consider in Task 2.2: Existing Conditions and Needs Assessment, Mintier Harnish will

interview up to six key stakeholders, such as:

- Transit providers
- UC Merced
- Downtown merchants
- Local property owners and developers
- Community-based organizations

Working with key local Community-Based organizations (CBOs) will allow Mintier Harnish to better understand the daily needs, challenges, and visions of residents and business owners in downtown Merced and the future High-Speed Rail station area. To ensure targeted and meaningful input, Mintier Harnish will conduct a stakeholder interview with two to three CBOs that are active around the downtown and station areas, including those that work with disadvantaged neighborhoods and predominantly minority or non-English speaking communities. During the interview, CBO representatives will have the opportunity to share insights about the lived experiences of the community members they represent and discuss priorities that align with downtown development goals. Mintier Harnish will prepare discussion topics and stakeholder questions for

City staff will be responsible for contacting and scheduling meetings with selected CBOs, with Mintier Harnish assisting in outreach as needed. Mintier Harnish will provide a summary of the interviews to document key findings and perspectives.

Stakeholder focus groups can be conducted in person on the same day or virtually across multiple days. Before each interview, Mintier Harnish will prepare discussion topics and stakeholder questions for City staff review. City staff will be responsible for contacting and inviting stakeholders. Mintier Harnish will provide a summary of the focus group interviews.

Deliverables:

- Interview questions (assumes one round of review) (digital, Word PDF)
- Stakeholder interview summary (digital; Word, PDF)

Task 1.7: Technical Working Group and Citizen's Advisory Focus Group Engagement

Mintier Harnish will work closely with the Technical Working Group (TWG) and Citizen's Advisory Focus Group (CAFG) to ensure that proposed elements of the DSAP are compatible with major planning activities and DSAP assessments, scenarios, and recommendations reflect planning opportunities and constraints, as well as community considerations and concerns.

- Initiate the project and review Vision Statement and Goals (see also Task 2.1)
- Review Existing Conditions and Needs Assessment (Task 2.2) and set the direction of future scenarios (Task 2.3)
- Evaluate Future Scenarios (Task 2.3) and give direction of Land Use and Transportation Framework (Task 2.4)
- Review and comment on Draft Land Use and Transportation Framework (Task 2.4)
- Review the Draft DSAP (Task 2.5)

The TWG and CAFG will consist of representatives designated by City staff, as has been outlined in the RFP. HSRA will be represented on the TWG and will help guide the process during regular check-in meetings with the City (Task 1.2).

Mintier Harnish expect that TWG meetings will precede CAFG meetings by two or more weeks, so technical issues that may be discovered during TWG review can be addressed before engaging the CAFG and its community representatives, except for a joint TWG/ CAFG meeting that will initiate the project and help update the Vision Statement and Goals.

Deliverables:

- Preparation, facilitation, and summary notes for one joint TWG/CAFG meeting, up to four TWG meetings, and up to four CAFG meetings (digital; Word, PDF).

Task 1.8: City Council Review of Vision Statement and Goals

Mintier Harnish will support City staff in presenting the updated Vision Statement and Goals (Task 2.1) to City Council for discussion, amendment, and adoption, which would be accompanied by presentation and consideration of Project schedule/milestones and Stakeholder Engagement Plan (Task 1.3).

Deliverable:

- Presentation describing schedule/ milestones, Stakeholder Engagement Plan, and Updated Vision Statement and Goals (digital; PowerPoint).

Task 1.9: Community Open House and Workshops

Community workshops put democratic principles into action as community members and other stakeholders are given a direct and meaningful role in identifying issues and shaping decisions. Mintier Harnish have outlined a proposed series of workshops in this task description. Mintier Harnish proposes that most downtown and station area workshops occur as an important component of GPU engagement, except to have a workshop exclusively dedicated to considering future DSAP scenarios and setting the direction of DSAP policy concepts.

Existing Conditions and Needs Assessment Open House. At the first communitywide event that will be combined with GPU engagement, important DSAP background will be presented in PowerPoint and in information stations dedicated to multimodal transportation, land use and placemaking, economic revitalization, economic innovation, and social equity and advancement. (See GPU proposal for deliverables and budget.)

Future Transportation/Land-Use/Economic Scenarios Workshop. Mintier Harnish will co- facilitate a community workshop that will review and critique three Transportation/Land-Use/Economic Scenarios. In Task 2.3, these future scenarios will have been developed and refined based on City, HSRA, TWG, and CAFG input, and the Scenario’s relative merits/ performance will have been assessed from economic development, fiscal, multimodal transportation, parking, and community livability perspectives.

The workshop would be in person and accompanied by an online survey (Task 1.10). Video recordings of workshop presentations will be available with the online survey. At the workshop, participants will have an opportunity to work in small groups to select or combine scenarios, and develop their own preferred scenario. The resultant small group scenarios will be presented and discussed. Consultant outreach will encourage community participation, particularly among CBOs and traditionally under-represented populations.

DSAP Framework Workshop. Community members and other stakeholders will have an opportunity to review and comment on a Plan Framework before Planning Commission and City Council review (Task 2.4). The Plan Framework provides an opportunity to modify key policies and concepts before the more extensive DSAP document is developed. The timing of the DSAP portion of this workshop will be coordinated with the GPU.

Deliverables for Scenarios Workshop: (deliverables for other events in GPU scope)

- Draft and final project scenarios presentation with bilingual titles (assumes one round of review) (digital, PowerPoint)
- Small group exercise materials (hard copies; maps, game pieces, tools)
- Draft and final small group discussion questions (assumes one round of review) (digital; Word, PDF)
- Draft and final workshop summary memorandum (assumes one round of review) (digital; Word, PDF)
- Related community survey (Task 1.11) (digital; Word, PDF)

Task 1.10: Community Surveys

Mintier Harnish propose an online survey accompany the Scenarios Workshop above to give extensive opportunity for community comments and guidance. In consultation with consultant team members, the City, and HSRA, Mintier Harnish will develop an online survey to gather input from a wide array of residents, workers, property owners, and other stakeholders. The survey will present DSAP background and questions.

Responses to questions will provide insight into community preferences and priorities. Survey results will be compiled, which will include analysis and graphs. A PDF version will be provided for use at in-person events, such as at pop-ups that might be considered as part of the Stakeholder Engagement Plan (Task 1.3), as well as how to promote the survey among under-represented populations. Spanish- language version will be provided.

Deliverables for Survey:

- Draft and final survey (background & questions, assumes one round of review, English & Spanish versions) (digital; Word, PDF)
- Draft and final survey results memorandum with analysis (assumes one round of review) (digital; Word, PDF)

Task 1.11: Optional Additional Engagement (Workshops, Surveys, and Pop-Ups)

One of the objectives of the stakeholder engagement is to identify additional opportunities to extend public engagement and work with a few organizations to plan activities or focus meetings. Mintier Harnish will explore a partnership with organizations such as UC Merced Labor Center, bicycle and pedestrian advocacy groups, organizations that work with hard-to-reach residents, different faith organizations, etc. The goal is to plan activities where Mintier Harnish can meet people at their places of gatherings and/or downtown and have an in- depth conversation with them and hear their lived experiences. Mintier Harnish will take the lead in recruiting and working with outreach partners. The outreach partners will organize those events and their work will be compensated. Activities could include:

- Popups
- Walk and talk
- Bike rides
- House/focus meetings

Task 1.12: Joint City Council/Planning Commission Study Session to Set Direction of Transportation/Land-Use/Economic Framework

Mintier Harnish will meet with the Planning Commission and City Council to set the direction of a “preferred scenario” – the Transportation/Land-Use/ Economic Framework. Mintier Harnish will provide decision- makers

with results from the Scenarios Workshop, the Scenarios Survey, and other outreach events identified in the Stakeholder Engagement Plan.

Deliverables:

- Draft and final PowerPoint summarizing results from Scenarios Workshop and Scenarios Survey (assumes one round of review) (digital; PowerPoint)
- Meeting notes (not official minutes) (digital; Word, PDF)

Task 1.13: Joint City Council/Planning Commission Study Session to Review Transportation/Land-Use/Economic Framework

Mintier Harnish will return to a joint session of the Planning Commission and City Council to review a draft Transportation/Land-Use/Economic Framework with foundational concepts and draft policies. The Framework will provide a synopsis of DSAP content before development of the more-extensive DSAP document. The Framework will be developed in response to direction received by Planning Commission and City Council (Task 1.13) and TWG and CAFG during development of the Framework (Task 1.7).

Deliverables:

- Draft and final PowerPoint summarizing Transportation/Land-Use/Economic Framework (assumes 1 round of review) (digital; Word, PDF)
- Meeting notes (not official minutes) (digital; Word, PDF)

Task 1.14: Planning Commission Review of Draft DSAP

Mintier Harnish will prepare for and participate in a Planning Commission meeting to review the public review draft of the DSAP. For its consideration, Mintier Harnish will provide Planning Commission with results of the Plan Framework Workshop, as well as DSAP comments from the TWG and/or CAFG. Mintier Harnish will record comments and changes to the draft DSAP recommended by Planning Commission for City Council consideration.

Deliverables:

- Draft and final PowerPoint summarizing DSAP (assumes one round of review) (digital; PowerPoint)
- Meeting notes with draft description of Planning Commission changes (digital; Word, PDF)

Task 1.15: City Council Review of Draft DSAP

Mintier Harnish will prepare for and participate in a City Council meeting to review the public review draft of the DSAP, accompanied by Planning Commission recommendations. The City Council will also have the results of the Plan Framework Workshop, as well as DSAP comments from the TWG and/or CAFG. Mintier Harnish will record comments and changes to the draft DSAP recommended by the Planning Commission for City Council consideration.

Deliverables:

- Draft and final PowerPoint summarizing DSAP (assumes one round of review) (digital; PowerPoint)
- Meeting notes with draft description of Planning Commission changes (digital; Word, PDF)

Phase 2: Downtown Station Area Planning

Task 2.1: Vision Statement and Goals

An updated Vision Statement and Goals will be developed as aspirational statements for the Project to ensure that the DSAP and State investments result in optimal livability, mobility, downtown revitalization, and infill development in downtown and in other parts of the Station Area. Specific consideration will be given to the unique character and charm of downtown Merced. A draft update of the Vision Statement and Goals will be produced early in the process and further developed by the TWG and CWT, which after approval by City Council (Task 1.11) will:

- Focus the Project's existing conditions and needs assessment (Task 2.2)
- Formulate and evaluate three future scenarios (Task 2.3)
- Guide development of initial Plan Framework recommendations (Task 2.4)
- Be embodied within policies and implementing programs set forth in the DSAP document (Task 2.5)
- Set a cornerstone for all presentations to Planning Commission and City Council

Deliverables:

- Update of Vision Statement and Goals for City staff (digital; Word, PDF)
- Revised Update for TWG/CAFG review (digital; Word, PDF)
- Revised Update for City Council reflecting TWG/ CAFG input (digital; Word, PDF)
- Updated Vision Statement and Goals as adopted by City Council (digital; Word, PDF)

Task 2.2: Existing Conditions and Needs Assessment

Mintier Harnish will assess technical and community needs by reviewing available plans/studies and evaluating existing conditions. This assessment will address three principal planning pillars: multimodal transportation and parking, land use and placemaking, and economic development. Mintier Harnish will also examine related topics as necessary for planning-level due diligence, such as market absorption and wet infrastructure.

Multimodal Transportation and Parking

Mintier Harnish will examine issues that relate to:

- Downtown function and success as a pedestrian- friendly destination accessible by car
- Access to the future HSR Station across modes, near the Station, and also along corridors that extend beyond the planning area
- Impacts that might result from land use intensification, particularly in existing low- intensity commercial areas within one-half mile of the Station

Mintier Harnish will work with City staff to develop the transportation aspects of the DSAP. This project is a key opportunity for the City to integrate local, regional, and State transportation in one central access hub for all of Merced. Integrating pedestrian, bicyclist, transit rider, rideshare, and driver access to the site will play a pivotal role in how this project can serve as a driver for future development in Downtown Merced. Mintier Harnish will develop policies and infrastructure recommendations which can best support this vision of a multimodal hub connecting the station to both local and regional destinations. This will include reviewing existing planning efforts from the City to ensure alignment of the project with current and in-process work including the Active Transportation Plan, the Safe Routes to School Plan, and the one-way Main Street Project.

Mintier Harnish will conduct both quantitative and qualitative analyses of the proposed DSAP alternatives which includes:

- Site/Station access management review
- Vehicle delay analysis Level of Traffic Stress (LTS) for pedestrians and bicyclists
- Connectivity assessment for pedestrians, bicyclists, and transit
- Crash history review and safety benefit assessment
- Parking demand and availability assessments
- Curbside management strategies
- Transit ridership forecasting for local services

These metrics will allow City officials to make an informed decision regarding the DSAP options and enable the project team to make refinements to the proposed alternatives in the analysis process.

Site/Station Access Management Review. The Downtown and Station Area, and in particular the HSR Station, will have demand from a variety of users with conflicting interests for how to access the site. Mintier Harnish will review the desired travel paths between various points of interest within the DSAP to identify these conflicts and make recommendations on how they can best be minimized or controlled. This will include a review of access points for vehicles, pedestrians, bicyclists, buses, and rail. Mintier Harnish will help develop strategies which can be used to manage the different permutations on conflicts which may exist with all of these different users accessing the same area. This review will be focused setting DSAP specific policies which will maintain safe and efficient access as individual projects are approved and developed.

Vehicle Delay Analysis. Mintier Harnish will conduct delay analysis for intersections which are directly affected in the DSAP scenarios. This work will be completed using the methodologies defined in the Highway Capacity Manual 7th Edition and as applied through the Synchro software. This analysis will be used to help inform the City regarding potential capacity constraints within the system which will need to be addressed with engineering improvements in accordance with general plan policies. This analysis will not be included in the project environmental documentation per State guidance.

Level of Traffic Stress. Mintier Harnish will use the Level of Traffic Stress (LTS) to analyze the project's effectiveness in improving pedestrian and bicycle facilities. LTS is a measure of how much stress is caused to a user of a facility and is measured on a 1-4 scale. An LTS score of "1" is considered a facility suitable for children while an LTS score of "4" represents a high stress environment. The ODOT methodology for pedestrian LTS scoring and the Mineta Transportation Institute methodology for bicyclist LTS scoring will be followed as the best state of the practice options.

Connectivity Assessment. Mintier Harnish will evaluate the project alternatives for connectivity at both a local and regional level. This includes reviewing relevant points of interest in the area near the DSAP and determining how accessible they are by low-stress connections. Recommendations will be made which can be carried over to the concurrent general plan project for how the project can facilitate these low stress connections on site and tie into the larger Merced transportation network. Particular attention will be given to transit connections between the multiple transit options on site in order to reduce friction for those coming into the City by rail and wishing to connect to major destinations such as UC Merced or Yosemite National Park.

Crash History and Safety Benefit Analysis. Mintier Harnish will compile the most recent five years of crash data available within the DSAP planning area and identify any trends or hotspots which should be addressed by

the plan. Improvements will be analyzed using the Highway Safety Manual and Caltrans Local Road Safety Manual to determine their effectiveness in reducing identified collision trends. All recommended improvements and policies which are brought forward as part of the DSAP alternatives will be reviewed with consideration for traffic safety to ensure that they minimize potential conflicts, particularly for vulnerable road users.

Parking Demand Assessment. Key to the success of this plan is a focused effort on parking policy and demand load balancing. With the station acting as a multimodal hub connecting Downtown Merced with both the region and the state, a wide variety of users will want access to parking within the plan area. This includes long-term parking for HSR users, daily parking for local commuters, short-term parking for visitors to the area, and parking for residents. It is important that this demand is managed in such a way that developable land is maximized for the DSAP without under-allocating to such a degree that it hinders the utility of the site. Mintier Harnish will work with City staff to determine how different travel demand management strategies can be used to balance parking demand and potential supply.

Curbside Management Strategies. The station area will be Merced's preeminent mobility hub once completed and allocation of curb space needs to be carefully considered in the plan. Ride hailing services, delivery vehicles, parking, and transit services are all going to want access to the limited supply of curb frontage. Mintier Harnish will work with City staff to evaluate where to prioritize different users for the curbside and how these conflicts can best be managed. This will include strategies such as parking time limits, allocation of loading zones near specific developments, and priced parking.

Transit Ridership Forecasting. Mintier Harnish will glean and summarize projected ridership information from various published reports developed for the High Speed Rail Authority. These documents include: 2020 Ridership and Revenue Forecasts; 2020 Ridership and Revenue Risk Analysis; California High-Speed Rail Ridership and Revenue Model: Business Plan Model – Version 3 Model; and, Side-By-Side Comparison: Southern California High-Speed Rail Financial Study, Peninsula Corridor Financial Study, Central Valley Segment Financial Study.

Land Use and Placemaking

Mintier Harnish will evaluate demographic and physical conditions related to land use and placemaking, in order to understand how downtown functions as a pedestrian-friendly destination and place, such as to understand where residential versus commercial activity is concentrated, and the arrangement of community and commercial destinations, particularly areas with high-levels of pedestrian activation. Mintier Harnish will also consider recent development precedents, and identify underutilized parcels to understand where future infill development might occur. Mintier Harnish will map and evaluate:

- Existing land use and subdistricts in the planning area,
- Existing building height and development intensity/density,
- Pedestrian-oriented commercial frontage and destinations,
- Parks, plazas, and other public open space,
- Land ownership (public entities and private),
- General Plan land use map and policies,
- Zoning districts and regulations (including Urban Residential Overlay standards), and
- Potentially underutilized parcels based on the Housing Element inventory of sites, density/ intensity indicators, and assessed value indicators.

Mintier Harnish will familiarize ourselves with planning in the downtown area, such as changes to improve downtown parking, and programs by the Property-based Business Improvement District (PBID). Mintier Harnish will map potential historic resources using survey information made available by the City. In addition, Mintier Harnish will evaluate Merced's zoning code and identify metrics and other provisions that affect development feasibility. Zoning Code effects on development yield and construction costs will be discussed.

Economic Conditions with Market Absorption Analysis

Analysis of Existing Economic Conditions. As part of the Existing Conditions Background Report, Mintier Harnish will compile relevant data and summarize existing conditions related to the following topics:

- Resident demographic profile (including income levels, age distribution, race/ethnicity, educational attainment, employment status and commute patterns)
- Jobs (broken down by major industry group and salary/wage level)
- Retail sales trends by major business category
- Existing commercial and industrial vacancy levels

Station Area Market Demand (Absorption) Study. Mintier Harnish will provide a comprehensive market analysis to quantify future absorption potentials for a range of candidate land uses especially relevant to the Downtown Station Area. The market study will be methodologically structured to:

- Identify and quantify unique opportunities for Downtown revitalization related to the
- forthcoming HSR/station investment (i.e., how can HSR be systematically leveraged to serve as a primary catalyst for Downtown reinvestment and overall improvement?).
- Define and evaluate alternative scenarios for future Downtown development, each tied to the premise that the HSR/station infrastructure can be a “game-changing” catalyst for revitalization.
- Define an “implementable vision” for the Downtown Station Area. This vision will reflect both the desirability of specific land uses in terms of their potential to synergistically transform Downtown and the feasibility of attracting such land uses given citywide and regional market conditions.
- Define City policies and investments that can position the Downtown area as Merced's premiere development opportunity.

Tiering off the Citywide market analysis completed for the GPU, Mintier Harnish will evaluate the shares of citywide demand that could potentially be captured within the Downtown Station Area. Projected capture rates for the Downtown Station Area would reflect the following factors:

- The Downtown's existing shares of citywide employment, retail sales, housing, and commercial/ industrial development;
- Existing land use patterns (including identification of underutilized “opportunity” sites) within an approximate ½-mile radius of the station site;
- Anticipated ridership/use levels for the station (reflecting the phased implementation of HSR vis-à-vis service to the Bay Area and other distant destinations);
- Overall market acceptance (in Merced County and the North San Joaquin Valley) of higher-density development appropriate for a TOD setting;
- Profiles of successful TOD around comparably situated station areas; and
- The potential complementarities of new technologies (e.g., autonomous vehicles) with HSR

- to create viable opportunities for transit-oriented lifestyles for sizable numbers of Merced residents.

Mintier Harnish' market study report for the Downtown Station Area would include the following information:

- Description of the types of development that are likely to be feasible in terms of land-use mix and residential product types;
- Description of optimal development densities and other development standards (e.g., parking requirements);
- Projected 20-year demand (in 5-year increments) by land use:
 - Residential (units)
 - Retail/office space (square feet) Industrial/tech space (square feet)
 - Hotels (guest rooms)
- Identification of incentives and other City policies necessary to bring the potential development.

To complement the statistical aspects of the real estate market analysis, Mintier Harnish will conduct stakeholder interviews with representatives of the development community (selected developers and property owners) as part of the GPU stakeholder outreach program. The interviewees would include developers specifically familiar with the financial and other practical challenges associated with development in Downtown Merced (and/or other comparably situated downtown/TOD areas) and identify the real- world incentives that would be most effective in encouraging targeted project types.

Mintier Harnish will focus on and describe potential market opportunities associated inter-regional access unique to HSR, such as the advantages of short travel times to San Francisco and Silicon Valley. HSR access has the potential to attract uses that might not otherwise occur in Merced. The assessment will be high level and will consider potential synergies with the local economy, such as UC Merced and the intellectual capital it represents (e.g., research and development uses).

Infrastructure Needs

Mintier Harnish will summarize the capacity and condition of the local water supply and distribution, wastewater conveyance and treatment, and storm drainage capture and conveyance systems based on the latest available master plan and related documents prepared for the City. Input and guidance will be sought from City public works and engineering staff.

As part of the existing conditions assessment, Mintier Harnish will identify challenges and opportunities based on review of the existing documents and discussions with City staff. Challenges and opportunities will focus on issues applicable to the Downtown Station Area Plan, including anticipated service or infrastructure improvement limitations. Mintier Harnish will respond to a single, consolidated set of comments for up to two rounds of review. One round is assumed for the internal draft and one round is assumed for the draft.

Social Equity and Advancement

Mintier Harnish, with City staff, will integrate a social equity framework into the DSAP to ensure inclusive and equitable outcomes for all community members, particularly vulnerable and underserved populations. Building on the demographic and socio-economic assessment of the GPU, Mintier Harnish will identify and map key metrics to track social equity specific to the DSAP area. The spatial and quantitative data will identify how existing conditions might disproportionately affect vulnerable populations in and around the DSAP. These are expected to include indicators for:

- Access by alternative modes to HSR and downtown (especially to and from South Merced)

- Employment opportunities for under-employed residents
- Availability of affordable housing
- Access to parks and recreation
- Healthful food options
- Cultural expressions and resources

Mintier Harnish will consider protocols for more inclusive planning and decision-making.

Deliverables:

- Draft memoranda summarizing existing conditions and needs assessments for: multimodal transportation and parking, land use and placemaking, economic development with market absorption analysis, wet infrastructure, and social equity (assumes one round of review) (digital; Word, PDF)
- Draft and final Existing Conditions and Needs Assessment Report compiling revised draft memoranda (assumes one round of review) (digital; Word, PDF)

Task 2.3: Develop and Analyze Future Scenarios

Mintier Harnish will collaborate in development of up to three alternative scenarios, which will illustrate conceptual themes that will be identified during TWG/ CAFG and other outreach. Each scenario will integrate planning relating to multimodal transportation systems and improvements, land use and placemaking, economic development, and infrastructure. Mintier Harnish will compare the relative performance of scenarios across these disciplines. Mintier Harnish will evaluate the scenarios and assessments through community engagement (Task 1) and used by decision-makers Plan Framework to set the direction of the DSAP (Task 2.4).

Multimodal Transportation and Parking with Mobility Hub Concept

Mintier Harnish will develop and evaluate the baseline condition and up to three alternative scenarios for the project. The focus of these analyses will be on planning year conditions. Mintier Harnish will evaluate the metrics identified in Task 2.2 for all scenarios.

Mintier Harnish will incorporate mobility hub principles, including suggested locations where transit access, wayfinding, information technology, and amenities can be brought together for convenience and to encourage the use of alternative modes. Mintier Harnish will establish mobility hub concepts including E-Hubs to ensure the appropriate electric vehicle charging infrastructure is planned for (i.e., DC Fast Chargers or Level II Chargers) with appropriate on-site power accessibility. The potential for shared micro-mobility options including electric micro-mobility options if deemed appropriate will also be determined.

Mintier Harnish will document the project implications on operations (vehicle delay analysis), safety (collision analysis), and pedestrian, bicycle accessibility (LTS analysis), and transit infrastructure. Detailed parking assessments, curbside management, and site access management strategies will also be documented. This documentation will form the basis for Task 2.4. More detail on the scope of analysis can be found under Task 2.2.

Land Use and Placemaking

Mintier Harnish will develop up to three land use scenarios that will integrate multimodal improvements and community placemaking opportunities. The scenarios will illustrate generalized land uses, commercial and civic destinations, building edges with high pedestrian activation, potential infill development, buildings likely to remain,

potential parking facilities, and potential street and public open space improvements. Mintier Harnish will build a 3D model of the planning area to show existing conditions and each of the three scenarios, and Mintier Harnish will provide sketch-level design vignettes to illustrate major placemaking opportunities.

Mintier Harnish will identify opportunities for downtown revitalization through civic placemaking, enhanced access/parking, and infill development on smaller sites generally. Outside of the downtown but within walking distance of the HSR station, Mintier Harnish will look at development scenarios on larger commercial sites, which would emerge as candidates for redevelopment after HSR service reaches Merced, such as to consider research and development, urban housing, and other uses. Mintier Harnish will emphasize pedestrian connectivity through building and street design. Mintier Harnish will evaluate the relative performance of the three scenarios, such as to compare:

- Proximity of residential and employment to HSR/ transit center and downtown destinations
- Numbers of new dwelling units
- Numbers of new jobs
- Reduction in VMT and GHG as compared to locations outside of central Merced
- Public realm improvements and amenities

Economic Strategies for Jobs / Housing, and Revitalization

Mintier Harnish will prepare a Racial Equity Impact Assessment that will provide the analytical basis for preparation of an Anti-Displacement Assessment and Strategy Report. As part of the scenario analysis, Mintier Harnish will also define market-based strategies for improving the Downtown's jobs/housing balance and for positioning the HSR/station investment as a catalyst for overall Downtown revitalization. The Racial Equity Impact Assessment (REIA) will include the following steps:

- Define the geographic "impact area" for purposes of the REIA. This area will correspond to the potential footprint of transit-oriented development opportunities in close proximity to the station (i.e., where there is the highest potential for existing land uses to be displaced).
- Use Census/ACS data (and supplemental sources as appropriate) to define the demographic profile (race/ethnicity, age distribution, household size, employment status by industry/occupation, educational attainment levels, income levels, home ownership status and transit dependence) of residents/households within the defined impact area.
- For comparison purposes, define a comparable citywide demographic profile.
- Based on the Downtown Station Area market study (Task 2.2.c), define the potential positive impacts of the station in terms of the following variables:
 - New jobs created in the Downtown (by job type/income level)
 - New housing investment (ownership versus rental housing; price/rent levels)
 - Potential for affordable (inclusionary or other) housing
 - Improved access to employment opportunities outside Merced (by job type/income level)
- Based on the above, develop socioeconomic impact model to estimate the relative propensities of different racial/ethnic groups to benefit from the station in terms of improved employment opportunities and access to affordable housing
- Evaluate the potential for displaced residents/ households/small businesses to be displaced by the station

(either directly due to station area TOD projects or indirectly due to the potential “gentrification” of the overall Downtown)

- Describe any potential displacement of residents and/or businesses and narratively evaluate the feasibility of relocation of displaced parties
- Estimate the overall economic impacts of the station in terms of potential changes to the jobs/ housing balance (citywide and in the Downtown)

Mintier Harnish will identify uses that may be unique to HSR service and inter-regional access, for inclusion within the Transportation/Land-Use/Economic Scenarios that are developed. Based on the preceding economic analyses, Mintier Harnish will support narrative evaluation and ranking of the alternative scenarios.

Infrastructure Considerations

Mintier Harnish will identify water supply and distribution, wastewater treatment and conveyance, and storm drainage system capacity issues or system deficiencies related to up to three land use scenarios prepared during the planning process. Demand estimates will be prepared based on assumptions provided or confirmed by City staff. Buildout assumptions for the existing plan area buildout plus each scenario to be evaluated will be provided by others as part of the land use scenarios development process. It is assumed that no modeling efforts will be required to determine planning level demand estimates. Scenarios will be compared qualitatively. Potential major infrastructure improvements will be identified, to the extent feasible.

Social Equity and Advancement

Mintier Harnish will incorporate social equity considerations into the development and evaluation of the three scenarios for the DSAP. The performance of each scenario will be evaluated using equity-focused metrics identified during the Existing Conditions and Needs Assessment phase. Mintier Harnish will collaborate with community members and CBOs to refine these scenarios based on feedback gathered through engagement efforts, ensuring the scenarios are informed by the lived experiences of those most impacted and prioritize the needs of vulnerable and underserved populations.

Deliverables:

- Draft and final scenarios in plan and 3D model, with consideration of transportation, land use, placemaking, economic, wet infrastructure, and social equity factors (digital; Word, PDF)
- Draft and final placemaking vignettes (digital; Word, PDF)
- Draft and final general performance evaluation for transportation, land use, placemaking, economic, wet infrastructure, and social equity factors (digital; Word, PDF)
- Draft and final PowerPoint presentation (digital; PowerPoint)

Task 2.4: Develop and Review Plan Framework (Preferred Scenario)

Based on community engagement, Planning Commission recommendations, and City Council direction, Mintier Harnish will develop a Plan Framework. The Framework will provide an opportunity for feedback and clarification/direction before the DSAP document is developed. The Plan Framework will include the updated Vision and Goals, as well as overarching DSAP concepts and key objectives/policies (and their rationale) as related to DSAP chapters outlined below (Task 2.5). As part of this task, Mintier Harnish will draft land use and economic development recommendations in the context of HSR.

Deliverables:

- Draft and final Plan Framework with rationale (digital; Word, PDF)
- Draft and final PowerPoint describing Plan Framework (digital; Word, PDF)

Task 2.5: Develop and Review Draft Downtown Station Area Plan

After decision-maker review of the Plan Framework, Mintier Harnish will develop a draft Downtown Station Area Plan with the following chapters. Chapter recommendations will address goals, policies/ strategies, and implementation vehicles.

Introduction. The introduction will describe with Project purpose, authority, and background.

Vision and Goals. The Vision and Goals developed early in the process.

Multimodal Transportation with Parking and Mobility Hubs. Mintier Harnish will develop policies and identify implementing measures to advance multimodal transportation, with special emphasis given to HSR access, Downtown Station Area walkability, and parking availability and management. The chapter will also describe mobility hub design principles and actions.

Land Use and Placemaking. Land use recommendations will address downtown revitalization and infill, as well as capitalizing on HSR through transit-oriented development (TOD) and economic development opportunities unique to HSR. Mintier Harnish will provide clear guidance for zoning to regulate use and development character.

Mintier Harnish will emphasize the importance of housing diversity, affordability, and production.

Recommendations will meet current and anticipate future RHNA obligations consistent with the adopted multi-jurisdictional Housing Element. Our recommendations will be framed to overcome potential development feasibility obstacles.

Mintier Harnish will recommend public placemaking improvements in support of downtown revitalization and unique access to HSR and other transit providers, and proximity to UC Merced and its intellectual capital.

Economic Revitalization and Growth. Based on the economic analyses completed in Tasks 2.2 and 2.3, Mintier Harnish will prepare a set of market-based recommendations for effective implementation of the Downtown Station Area Plan. Mintier Harnish' recommendations, which will serve as the basis for policy language, will address the following topics:

- Optimal land use mix and development densities (from a developer's financial feasibility perspective)
- Potential City incentives (e.g., competitive fee structures) to attract targeted project types;
- Highest priority subareas (and specific "opportunity sites") for future development;
- Phasing and prioritization (from a development feasibility perspective) of public infrastructure investments
- Potential funding sources and financing mechanisms
- Potential public/private partnerships to support Plan implementation
- Marketing/branding strategies

Critical Infrastructure Needs. Mintier Harnish will recommend high-level policies and implementing measures, such as necessary studies and programs, to address anticipated wet infrastructure demands generated by land use intensification.

Social Equity and Advancement. Social equity recommendations will focus on ensuring that the benefits of the DSAP are equitably distributed across all community members, with particular attention to vulnerable and underserved populations. Mintier Harnish will establish goals and policies to address disparities in housing, transportation, economic opportunities, recreation, culture, and access to amenities. Mintier Harnish will prioritize anti-displacement measures, affordable housing initiatives, and multimodal connectivity improvements to support equitable development in the DSAP area. Mintier Harnish will also consider planning and decision-making strategies to foster inclusivity and resilience, such as through use of equity- focused metrics and monitoring tools.

Appendices. Appendices will document the community engagement and decision making for the project, and will summarize the Scenarios and Plan Framework. Mintier Harnish will provide consistency between the DSAP and General Plan Update.

Deliverables:

- Initial draft chapters for City staff review (digital; Word, PDF)
- Draft and final Administrative Draft for City, HSRA, and partner agencies review (digital; Word, PDF)
- Screencheck and final Public Review Draft (digital; Word, PDF)
- Public Review Draft recommendations from TWG, CAFG, and Planning Commission (digital; Word, PDF)
- City Council amendments to Public Review Draft (digital; Word, PDF)
- Screencheck and final Draft for Adoption (completed before March 2026) (digital; Word, PDF)

Task 2.6: DSAP CEQA / Environmental Review

While Mintier Harnish will develop a final DSAP draft (Task 2.5) that incorporates City Council direction (Task 1.16), timing of formal DSAP adoption is dependent on certification of a DSAP EIR, which is proposed to follow the HSRA funding deadline of June 2026. Mintier Harnish propose that the DSAP EIR will be prepared in tandem with a GPU EIR for advantages related to more effective analysis and budget efficacy (see GPU proposal).

City of Merced Downtown Station Area Plan

SCHEDULE OF WORK

The work shall commence once the contract is executed. This project is limited to the timeline of the grant funding the project and should be completed by June 30, 2026. The work will be monitored with regular meetings and check-ins with City staff to fit the city needs and completion of all tasks within the scope of work, as outlined in Exhibit A.

Exhibit C
TEAM BUDGET
Central Merced/Downtown Rail Station Area Plan

PHASES/TASKS		Budget
Task 1 - Community and Stakeholder Engagement		
1.1	Kick-Off with City and HSRA	\$16,264.00
1.2	Regular Meetings and Project Administration	\$33,219.00
1.3	Develop Stakeholder Engagement Plan (coordinated with GPU)	\$14,740.00
1.4	Website Development and Management (HM LEAD, coordinated with GPU)	\$4,920.00
1.5	Documentation of Input and Communications (coordinated with GPU)	\$7,320.00
1.6	Stakeholder Interviews with EJ Workshops	\$28,500.00
1.7	Technical Working Group & Community Advisory Focus Group Engagement	\$23,740.00
1.8	City Council Review of Vision Statement and Goals	\$5,600.00
1.9	Community Open House and Workshops (coordinated with GPU)	\$34,632.00
1.1	Community Surveys (coordinated with GPU)	\$7,180.00
1.11	OPTIONAL Additional Engagement (Workshops, Surveys, and Pop-Ups)	-
1.12	Joint CC/PC Session to Set Direction of Transportation/Land-Use/Economic Framework	\$6,100.00
1.13	Joint CC/PC Session to Review Transportation/Land-Use/Economic Framework	\$6,100.00
1.14	Planning Commission Review of Draft DSAP	\$7,220.00
1.15	City Council Review of DSAP	\$7,220.00
1.16	OPTIONAL PC/CC Hearings for EIR Consideration and DSAP Adoption	-
SUBTOTAL (without Optional Tasks)		\$202,755.00
Task 2 - Downtown and Station Area Plan		
2.1	Vision Statement and Goals	\$5,660.00
2.2	Existing Conditions and Needs Assessment	\$91,611.00
2.3	Develop and Analyze Future Scenarios	\$90,870.00
2.4	Develop and Review Draft Plan Framework	\$23,500.00
2.5	Develop and Review Draft Downtown & Station Area Plan	\$76,080.00
SUBTTAL (without Optional Tasks)		\$287,721.00
Expenses (including CBO Stipends)		\$9,524.00
PROJECT TOTAL		\$500,000.00

1) This represents a total not to exceed cost based on the provided scope of work.

2) The distribution of hours between firms, staff categories, and tasks are an estimate.

While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

3) Labor rates are subject to change every January 1st, although this change will not change the total budget.