

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of ____, 2026, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and **Ascent Environmental, Inc.**, a California stock corporation ("Consultant").

RECITALS

Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.

Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.

City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform planning services for the preparation of the Downtown Specific Plan as described in **Attachment A** of this Agreement, and pursuant to the Proposal submitted by Consultant dated October 16, 2025, and attached to the staff report dated February 3, 2026, and incorporated herein by reference. Consultant shall provide these services at the time, place, and in the manner specified in **Attachment A**, subject to the direction of the City through its staff that may be provided from time to time. Performance of the Downtown Specific Plan services is sometimes referred to herein as "the Project."

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto in Attachment A. All work shall be completed no later than June 30, 2028. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed NINE HUNDRED FORTY-FIVE THOUSAND, NINE HUNDRED NINETY-TWO DOLLARS (\$945,992.00). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the

time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia,

photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper,

newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain 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 City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition

of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

(2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be Ascent Environmental, Inc. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's negligent performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached **Attachment B**. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability

insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Manteca
1001 W. Center Street
Manteca, CA 95337
Attention: Dave Ruby

If to Consultant:

Ascent Environmental, Inc.
455 Capital Mall #300
Sacramento, CA 95814
Attention: Chelsey Norton Payne

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal dated October 16, 2025 and this Agreement (which includes Attachment 1), this Agreement and its attachments shall take precedence over Consultant's proposal.

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TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

Toni Lundgren
City Manager

ATTEST:

Cassandra Candini-Tilton
Director of Legislative Services

COUNTERSIGNED:

Matthew Boring
Director of Finance

COUNTERSIGNED:

Stephanie Van Steyn,
Director of Human Resources

APPROVED AS TO FORM:

Kousha McKeenejad
Deputy City Attorney

CONSULTANT:

Ascent Environmental, Inc.
(California Stock Corporation).

Christine Babla
Principal

Name
Title

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ATTACHMENT A

CITY OF MANTECA DOWNTOWN SPECIFIC PLAN | SCOPE OF WORK

TASK 1. Project Initiation and Assessment

Task 1.1. Kick-Off Meeting

Ascent and its teaming partners (The Ascent team) will attend a virtual kick-off meeting with the City to discuss the following:

- ▶ City goals and objectives;
- ▶ Team member roles and responsibilities;
- ▶ Schedule and deliverables;
- ▶ Plan Area context;
- ▶ Applicable plans, projects, and data references;
- ▶ Community involvement; and
- ▶ Communication protocols, including regular project calls.

Ascent will provide the meeting summary and an action item list. We will also plan and schedule a site visit with City staff to visit key stops within the Downtown Specific Plan (DSP) area and discuss the issues on the ground, key opportunity sites, and the plans and aspirations in place at each location.

Task 1.2. Material Review and Base Maps

Following the kick-off meeting and data exchange, Ascent will prepare a working map database and initial set of base maps that depict the region, city, and DSP area context. The maps will establish the Plan Area boundaries for subsequent work.

As part of this task, the Ascent team will review relevant planning documents and studies including, but not limited to the following to serve as a basis for the Downtown Profile and Existing Conditions analysis:

- ▶ City of Manteca General Plan and EIR
- ▶ City of Manteca 6th Cycle Housing Element
- ▶ Zoning Ordinance (Title 17)
- ▶ City of Manteca Active Transportation Plan
- ▶ Manteca Downtown Transit Connectivity & Enhancement Plan
- ▶ City of Manteca Climate Action Plan
- ▶ SB 743 (VMT) Implementation Policy

The Ascent team will provide the City with a list of data or resources that will be needed to support the DSP and environmental review process. Our team will leverage the work that has been produced and highlight key takeaways that will inform the focus of later tasks.

Task 1.3. Downtown Profile and Existing Conditions Report

The Ascent team will prepare a profile of the key population and demographic data within the DSP area, including age, ethnicity, employment, income, and travel mode to work as an introduction section to the Existing Conditions Report.

The Ascent team will map and describe the physical and regulatory conditions and opportunities and constraints most relevant to the analysis of Downtown Manteca, to consist of:

- ▶ **Project Context**, including districts, neighborhoods, and corridors that contribute to the identity of the Plan Area and existing uses, including legacy businesses and anchors.
- ▶ **Historic Background** and cultural and historic resources in the DSP area.
- ▶ **Land Use and Development Regulations**, including General Plan and zoning regulations and applicable development standards influencing the urban form, such as density and intensity, height, setbacks, open space, signage, and parking standards.
- ▶ **Urban Form and Character Analysis** as reflected by the block scale, built form figure-ground, architecture, open space, and landscape character.
- ▶ **Public Space and Placemaking Analysis**, including parks and open space network, view corridors, streetscape and landscape features, and branding.
- ▶ **Development Opportunities and Constraints**, including vacant and underdeveloped sites and parcel characteristics, such as size, ownership, and city-owned sites.

Ascent will coordinate work on this task with a site visit to the DSP area to gather on-the-ground insight on current and desired improvements. Ascent will prepare an opportunities and constraints diagram, mapping Downtown's emerging districts and neighborhoods, circulation, open space, and public space opportunities to aid the team in understanding the conditions and development controls conducive to or hindering Downtown development; and recommendations on the updates necessary to remove barriers or facilitate and incentivize new development.

Task 1.4. Market Demand and Absorption Analysis

EPS will conduct a market demand and absorption analysis involving the following tasks.

Task 1.4.1. Site and Market Area Field Work

As part of this effort, EPS will participate in a site tour of the DSP area to understand and evaluate the current and future activity nodes and opportunity sites. Linkages between potential drivers of demand and the increased catalytic effect of future opportunity sites will be explored, as well as Downtown Manteca's competitive positioning relative to the larger market area. Market area field work findings will be incorporated in the market demand and absorption analysis memo.

EPS will participate and help facilitate discussions with existing downtown businesses and property owners and active local developers (as scoped in Task 2.3), to get an understanding of the depth of demand from different segments of the community and explore any impediments to operating a business or developing property in the Downtown. Building on the stakeholder input, as well as DSP area and market area field work, EPS will conduct a SWOT assessment for the DSP, to inform market analysis and implementation tasks.

Task 1.4.2. Baseline Demand Analysis

EPS will conduct a Baseline Demand Analysis that reviews the historic and projected drivers of demand for both commercial and residential development, including household growth and changing characteristics, retail spending patterns, changes in local employment by sectors, and commute patterns in and out of Manteca. The results of the demand-side data analysis will be compared to detailed supply-side data (e.g., inventory, absorption, occupancy, pricing) from a variety of private market performance data sources, such as Costar, Gregory Group, and brokerage reports to set a broad local market context that will allow EPS to evaluate the demand for specific commercial uses and residential prototypes.

Task 1.4.3. Downtown Development Potential

For residential, mixed-use, and commercial projects, EPS will establish an initial range for the share of projected Manteca city-wide development potential that could be reasonably captured within the DSP area. The projected absorption of dwelling units and square footage by non-residential use will be included for the planning period of the Specific Plan. The assessment of Downtown's potential capture of development will incorporate the results of the demand-side data analysis, supply-side metrics, SWOT analysis, and stakeholder input. The residential analysis will assess the future potential for housing of various types, at increased densities, and at all levels of affordability. It will consider the likelihood and benefits of TOD in the DSP area. The commercial analysis will assess trends in retail, office, and mixed-use development in the area as well as future potential by type. The potential for employment in each of these areas will also be included.

Task 1 Deliverables

- ✓ Kick-off Agenda, Data Needs List, Meeting Summary
- ✓ Project Context Base Maps
- ✓ Downtown Profile and Existing Conditions Report
- ✓ Market Demand and Absorption Analysis Memo (Draft and Final)

TASK 2. Community Outreach and Engagement

Task 2.1. Community Involvement Strategy

Plan to Place and Ascent will collaborate with the City to prepare a Community Involvement Strategy that can be refined throughout the project as needed. The strategy will be a living, shared resource to which all members of the project team, including City staff, will have access. The Community Involvement Strategy will be designed to:

- ▶ Outline the program and timeline for outreach activities, including community workshops, stakeholder interviews, online survey, and other targeted outreach through community meetings and pop-ups;
- ▶ Outline a communications plan for creating awareness, invitation, and creative buzz about the project, including how to contact the City for notifications about the project or to provide additional input.
- ▶ Identify target demographic and interest groups, special populations in the community, such as youth/high school students, seniors, and minority residents, and metrics to analyze progress and effectiveness; and
- ▶ Confirm roles, coordination, facilitation, and communication responsibilities of the City, Ascent team, and TAC.

- ▶ To create an identifiable and consistent brand for this project, Plan to Place will prepare a style guide that identifies the fonts, color schemes, and graphic design elements to be used on all project deliverables. The Downtown Manteca brand will be used for messaging and collateral, including on the project website, PowerPoint presentations, print and digital materials, and project documents.

Task 2.2. Interactive Website

Plan to Place will prepare and launch a dedicated project website that can be linked to the City's website. Using **Squarespace**, a web-based content management system, the site will serve as the primary portal for community involvement. Ascent and Plan to Place will work collaboratively with City staff to develop the content for the website. The site is expected to include:

- ▶ A **Home** page with project overview and updates;
- ▶ A **Learn More** page containing project background information and schedule;
- ▶ A **Get Involved** page with links and announcements about past and upcoming community involvement meetings and events, with space to collect public input or comments over the course of the planning process; and
- ▶ A **Resources** page making available public documents and additional related resources.

The website will integrate social networking tools that are already in use and also accommodate additional applications customized for project-specific functions as needed. The website will host online feedback and interactive activities to gather and summarize topic-specific feedback.

Task 2.3. Stakeholder/Outreach

The Ascent team will conduct one-on-one targeted outreach to representatives of Downtown Manteca, including members of the Downtown Manteca Improvement Association along with other business owners, property owners, community-based organizations, and members of the development community. The purpose of the interview will be to hear from stakeholder about the issues and opportunities of the Specific Plan, including the impediments to operating a business or developing property in the Downtown and ways the Specific Plan can support the success of local businesses and residents. Following the initial interviews, the Ascent team will reach out to stakeholders to encourage attendance at community events and seek feedback on the draft vision and goals, draft plan scenarios, and the Specific Plan concepts and key strategies.

Task 2.4. Technical Advisory Committee Meetings

Ascent will prepare for and attend up to three meetings with a Technical Advisory Committee (TAC). The City will organize the TAC, to include staff from various City departments, as well as public agencies, such as Manteca Transit. The first meeting will be used to share the project scope and timeline and query the TAC for feedback on known issues and opportunities in the DSP area. Subsequent meetings with the TAC will address planning scenarios and concepts; the preferred plan and strategies; and share and receive input on the Revised Draft Specific Plan.

Task 2.5. Interactive Online Survey

The first engagement event with the community is proposed to be an interactive online survey to create awareness about the project, introduce the community to the purpose and focus of the project, and engage the community in providing input on what is special or unique about Downtown Manteca, including key assets in the Downtown, and reflecting on the goals and priorities for Downtown. The survey

form will be concise and accessible on a computer or mobile device and translated in Spanish. The survey is anticipated to be administered and analyzed through Survey Monkey or equivalent software. Feedback will be summarized and used to help facilitate the subsequent visioning workshop for Downtown Manteca. The survey will be advertised on the City and project website, through social media platforms, and in mailers with a link and QR code to access the survey.

Task 2.6. Community Workshops/Open House

The Ascent team will prepare for and attend up to three community workshop or open house events to envision the future of Downtown; review draft scenarios and concepts; and share the preferred plan and key strategies. If desired, some of these workshops can be held virtually to provide access to a broader audience. Plan to Place will use accessible interactive meeting formats to share information and field questions to address community concerns. Meetings will include a combination of live polling, small group activities, and other interactive tools.

- ▶ **Community Workshop #1:** Downtown Visioning Workshop will engage the public in envisioning the future of Downtown Manteca through a presentation of the analysis and feedback received to date and facilitated exercises in group round table formats.
- ▶ **Community Workshop #2:** Draft Alternatives will include a presentation of Draft Plan Alternatives and concepts to solicit feedback from the community on their preferences for land use, mobility, public space and streetscape design improvements, and Downtown branding. The community's input will set the stage for creating a Preferred Plan and strategies for the development of the DSP.
- ▶ **Community Workshop/Open House #3:** Plan Strategies/Concepts will be organized as an Open House event that will allow participants to engage with the Ascent team to ask questions and share input. The meeting will also include a brief presentation on the Specific Plan concepts and key strategies.

Community workshops will be advertised digitally on the project website and through social media platforms, email list, and physical mailers to be mailed directly to residents by the city. It is anticipated that the City will arrange the meeting venue and above public noticing, including translation in Spanish, Hindi, and Punjabi.

The Ascent team will prepare outreach materials, including messaging for email blasts and social media posts, and preparation of postcards or flyers. The Ascent team will prepare the content for each workshop and lead the facilitation of each workshop, with input and assistance from the City. We will prepare an interactive meeting exercise to foster community input and engagement. The key themes heard from the surveys and workshops will be summarized and posted on the project website.

Task 2.6. Pop-up Event

The Ascent team will prepare for and attend the Manteca Watermelon Street Fair or another pop-up event in Downtown to engage the broader community in a visioning exercise for Downtown Manteca. This task assumes the City would handle the logistics of reserving a table. It also assumes materials used at the event are largely the same as other materials prepared under Task 2.5.

Task 2.8. Planning Commission and Council Study Sessions

Ascent will support up to three briefing meetings with the Planning Commission and City Council to provide project information and opportunities for public comment. Ascent will prepare a PowerPoint

presentation, support City staff in the delivery of the presentation for each meeting, and take notes on input received from these meetings.

Task 2.9. Additional Engagement Support

This task is included to cover any additional outreach or engagement activities not outlined in the scope above, to provide flexibility to adapt the community engagement program to ensure a successful process. The Ascent team will seek authorization from City staff prior to billing to this task. Potential engagement activities that may occur under this task include but are not limited to: translation or interpretation services, additional online surveys, "coffee talks" or other informal drop-in office hours, walking tours, additional outreach to business owners or neighborhood groups, and/or additional Planning Commission or City Council meetings

Task 2 Deliverables

- ✓ Community Involvement Strategy (Draft and Final)
- ✓ Project Website
- ✓ Stakeholder Interview Summary
- ✓ TAC Meeting Summaries (3 events)
- ✓ Pop-Up Summaries (as applicable)
- ✓ Community Survey and Summary
- ✓ Community Workshop Materials and Summaries (3 events)
- ✓ Commission and City Council Study Sessions Presentation and Summaries (up to 3 meetings)

TASK 3. Visioning and Alternative Analysis

The basis for finding the right fit of uses for Downtown Manteca will evolve through a process of visioning with the community and testing Specific Plan development alternatives.

Task 3.1. Vision and Goals

The community engagement process, described in Task 2, will begin to reveal the needs and desires of the community and neighborhood stakeholders leading to identification of community priorities and goals. As part of this process, we will share aspirational images to consider as planning benchmarks or precedents supporting the vision and evolution of Downtown Manteca.

Task 3.2. Opportunity Sites Analysis

In coordination with the work on the Existing Conditions Report and stakeholder involvement, the Ascent team will examine significant opportunity sites within the DSP area that can serve as catalysts for the revitalization of the traditional commercial core, employment centers, and gateways into the Downtown. Infill development, particularly mixed use, will be encouraged for sites strategically located in the commercial core and adjacent Downtown gateways, to serve as a destination for the community.

Task 3.3. Draft Plan Alternatives and Design Concepts

Task 3.3.1. Draft Plan Alternatives and Concepts

Ascent will prepare two alternatives examining different future scenarios for higher density residential development within the DSP area and testing a mix of housing types and commercial development scenarios. As part of the alternatives process, we will investigate the design of different prototypical housing and mixed-use development strategies on opportunity sites from a programming and site feasibility standpoint, to inform the land use and development program for the Specific Plan. The

alternatives will test different strategies for land use, intensity, mobility and connectivity, parks, open space, and block and development configurations, consistent with the community's vision for Downtown Manteca. It is anticipated that the alternatives will prioritize compact Downtown development, with the potential for integrating affordable, "missing middle" and multifamily residential types, and mixed-use transit-oriented development surrounding the Manteca Transit Center. We will also use the site testing of the Plan Alternatives to inform key design standards for the Specific Plan, such as setbacks, stepbacks, open space, and parking.

Task 3.3.2. Multimodal Access and Connectivity Concepts

Ascent, with input from Fehr & Peers, will develop a multimodal network plan and street section concepts for the key roadways within the DSP area. Fehr & Peers will provide guidance to the team on fire access and safety, transit improvements, and the types of bicycle, pedestrian design, and safety improvements needed to support local access while implementing the vision of the DSP.

Task 3.3.3. Public Space and Public Realm Design Concepts

Ascent, in partnership with ATLAS Lab, will prepare a public space framework plan and design concepts for public spaces that will help to define and connect the Downtown, including:

- ▶ Community gathering and event spaces.
- ▶ Open space, trail, and paseo concepts to activate the Tidewater Path and Downtown.
- ▶ View corridors and public art strategies.
- ▶ Streetscape and infrastructure design improvements for the Downtown Core and Transit Center that build upon recent Downtown streetscape improvements.
- ▶ Public art and mural opportunities.

Design options and examples will be shared to seek feedback from the community on preferences for the type of programming, character, and design criteria that should be established for the Downtown's public spaces.

Task 3.4. Preferred Plan Framework and Concepts

Based on City and community feedback on Task 3.3, the Ascent team will develop a Preferred Plan, accompanied by framework diagrams that summarize the vision, land use, circulation, and open space concepts, and associated strategies to implement the vision and goals for the DSP area. This will serve as the basis for the Specific Plan chapters, and will include an illustrative master plan graphic and development yield table, graphics, and images.

Task 3 Deliverables

- ✓ Vision and Goals (Draft and Final)
- ✓ Opportunity Site Analysis
- ✓ Draft Plan Alternatives Summary
- ✓ Preferred Plan and Framework and Concepts with Specific Plan Development Projections (Draft and Final)

TASK 4. Mobility and Infrastructure Analysis

Task 4.1. Existing Transportation and Mobility Conditions

Fehr & Peers will prepare an existing conditions summary of the transportation and mobility systems, including for cars, transit, bikes, pedestrians, and other active transportation modes, and parking serving the DSP area. To support this task, Fehr & Peers will work with the city to gather the following data:

- ▶ **Travel Pattern Analysis:** Census data will be used to document existing travel patterns such as commute distances, trip length distribution, mode share, vehicle availability.
- ▶ **Collision Analysis:** the latest available 5-year TIMS collision data to identify collision patterns and trends. Fehr & Peers will prepare heat maps showing concentration of collisions and identify bicycle-pedestrian collisions, and locations with a high frequency of severe injury collisions.
- ▶ **Vehicle Miles Traveled (VMT) Analysis:** Use the off-the-shelf City of Manteca General Plan base year travel demand model and the VMT+ tool to obtain average VMT per resident and VMT per worker for the plan area and City of Manteca.
- ▶ **Transit Stops and Routes:** Fehr & Peers will request transit stop and route information for the plan area from the City of Manteca. It is assumed that the data will be provided in a geospatial format compatible with GIS.
- ▶ **Truck Network:** Adopted truck network for the plan area and routes to/from nearby freeways.
- ▶ **Parking Supply:** Fehr & Peers will request available parking supply inventory and utilization data from the City of Manteca for on-street and off-street facilities within the DSP area.

Fehr & Peers will utilize this data to analyze how the DSP area is accessed by various transportation modes. This section will include an evaluation of travel patterns, collisions, parking requirements, sidewalk completeness, bike network, and access to transit, as well as the following illustrations and summaries:

- ▶ Existing street network classification per the City of Manteca General Plan (2024)
- ▶ Bicycle network per the City of Manteca Active Transportation Plan (2020)
- ▶ Sidewalk completeness and pedestrian crossing treatments per the City of Manteca Active Transportation Plan (2020)
- ▶ Collision analysis heatmaps per the latest available 5-year period
- ▶ Existing transit stops and routes per City of Manteca transit network data
- ▶ Existing truck network map
- ▶ Parking standards and parking location map identifying existing on-street and off-street parking facilities and any on-street parking controls, such as time limits, based on data provided by the City of Manteca.

This analysis will be based on databases from other adopted plans will be reviewed and updated to reflect the most recent improvements implemented since the original data sets were collected.

Task 4.2. Existing Infrastructure Conditions

West Yost will prepare a brief, qualitative evaluation of the existing water supply, water distribution, sewer, wastewater treatment, stormwater, and flood control facilities in the DSP area. This evaluation will be based on information provided in existing infrastructure master plans and other available studies,

supplemented with discussions with City staff to identify changes/additions since completion of the plans. This task will include the preparation of schematic figures of the existing facilities (water, sewer, and stormwater systems) based on CAD/GIS utility mapping of these existing facilities.

The Ascent team will attend one virtual meeting with City staff to learn about the existing utilities infrastructure to gain a thorough understanding of the facilities. We will identify significant utility opportunities and challenges related to providing utility services to the DSP area.

Draft and final memorandums will be prepared to summarize the results of this task.

Task 4.3. Multimodal Access and Connectivity Recommendations

Fehr & Peers will build on recently adopted plans and community feedback to identify recommended transportation policies, improvements, and programs, including street cross sections, and street design standards. The analysis will be coordinated with other ongoing efforts, such as the *San Joaquin Regional Active Transportation Plan Update* (2026) and the *Manteca Transit Fixed Route Redesign Study* (2026). The Manteca Transit Center and its surrounding neighborhood are identified as an optimal location for a mobility hub in the *San Joaquin Regional Mobility Hub Plan* (2025). Planned ACE rail station improvements will also be studied to further strengthen the Transit Center's role in connecting residents, workers, and visitors to the broader city and region.

Mobility hubs enhance multimodal connections and, when designed using best practices, contribute to placemaking and community development. The Multi-Modal Access & Connectivity strategy will focus on the Manteca Transit Center and planned ACE system improvements and recommend multi-modal goals, policies, and improvement projects in alignment with General Plan Policy C-1.4, to improve and expand travel options within the DSP area, including:

- ▶ Enhancing sidewalks to create a high-quality pedestrian environment, including wider sidewalks and improved crossings, buffers between sidewalks and vehicle travel lanes, enhanced pedestrian lighting, street furniture, and wayfinding signage.
- ▶ Improving bicycle facilities to include provision of bicycle lanes, bike paths, and wayfinding signage along appropriate roadways.
- ▶ Enhancing the Downtown Transit Center and future ACE rail station as a mobility hub with first-/last-mile connection options and placemaking features.
- ▶ Enhancing other transit stops through high quality, well-maintained shelters, and the provision of wayfinding signage and real-time data displays.
- ▶ Addressing truck network connectivity.

Draft and final memorandums will be prepared to summarize the results of this task.

Task 4.4. Parking Analysis and Transportation Demand Management

Cities use parking standards as a policy tool to manage vehicle trips in Specific Plan areas. Measures like parking caps or maximums help align parking supply with actual demand to provide right-sized parking for new development. However, investments in higher-density development, multi-modal infrastructure, and Transportation Demand Management (TDM) programs can further reduce both vehicle trips and parking demand within the DSP area.

Fehr & Peers will evaluate existing parking standards against demand rates from *Parking Generation* (ITE, 2023) and *Shared Parking* (ULI, 2020). Based on this analysis, Fehr & Peers will recommend adjustments to minimum parking ratios and/or introduce maximum ratios for new residential and non-residential

developments. These ratios can also evolve as new transportation services, such as the ACE Valley Rail, and multi-modal improvements are implemented.

Fehr & Peers will also recommend goals, policies, and/or criteria for the following elements:

- ▶ On-street parking and curbside management best practices
- ▶ Off-street parking ratios by land use type, including phased standards
- ▶ Parking management strategies (e.g., shared parking, district parking, etc.)
- ▶ Truck loading facilities (on- and off-street)
- ▶ Electric vehicle (EV) parking
- ▶ Bicycle parking
- ▶ TDM recommendations to reduce vehicle trips and parking demand generated by new developments
- ▶ Parking supply review for the Manteca Transit Center and future ACE Commuter Train station
- ▶ Parking implementation strategies, such as in-lieu parking fees

The results of this task will be combined with the Multimodal Access & Connectivity analysis memorandum

Task 4.5. Infrastructure Capacity Analysis

West Yost will analyze the backbone/trunk utility requirements for the preferred Downtown Specific Plan land use alternative. Based on the Specific Plan development projections provided by Ascent, West Yost will analyze the available capacity of existing infrastructure, compare it to buildout conditions, and recommend infrastructure improvements to meet projected growth. The infrastructure evaluations will be at a conceptual level of detail (backbone/trunk level) and based on spreadsheet type calculations (versus development and use of computer models). Planning-level cost estimates will be prepared for the identified infrastructure. These infrastructure evaluations will be at a conceptual level (not at an infrastructure master plan level of detail), addressing as follows:

- ▶ For water supply, we will identify the needed future supplies. We will identify the number of wells required to meet the supply assuming an average capacity equal to the capacity of the City's current wells. We will identify the required water storage volume and number of storage tanks. If transmission mains are needed, we will identify and size the mains based on a maximum water velocity in the main. We will not identify individual distribution networks for the Downtown Specific Plan area.
- ▶ For the sewer system, we will identify new major trunk sewers to convey the total flow from the Downtown Specific Plan area to the City's wastewater treatment plant. However, we will not develop collection systems within the Downtown Specific Plan area. We do not anticipate performing evaluations of the treatment processes within the treatment plant.
- ▶ For stormwater, we will identify and size major detention basins and pump stations based on the increase of runoff rate and volume to serve the Downtown Specific Plan area but will not evaluate storm drain systems within the area.

Draft and final memorandums will be prepared to summarize the results of this task.

Optional Task 4.6. Current Average Daily Traffic Counts

As an optional task, Fehr & Peers can collect 48-hour daily traffic counts. Fehr & Peers will analyze AM, PM, and Daily volume-to-capacity ratios and has scoped for the evaluation of up to six (6) study roadway segments using the Highway Capacity Manual (HCM) methodology.

Task 4 Deliverables

- ✓ Existing Transportation and Mobility Conditions Summary (Draft and Final)
- ✓ Existing Infrastructure Conditions Summary (Draft and Final)
- ✓ Multimodal Access and Connectivity Analysis Summary (Draft and Final)
- ✓ Parking and TDM Memo (Draft and Final)
- ✓ Infrastructure Capacity Analysis Memo (Draft and Final)

TASK 5. Specific Plan Development

Task 5.1. Plan Outline and Mock-Up

Ascent will prepare an annotated outline for the Specific Plan document, to confirm the organization, format, and key components of the Specific Plan.

Task 5.2. Administrative Draft Specific Plan

The Ascent team will prepare an Administrative Draft Plan for review by City staff. The Administrative Draft Plan will incorporate the vision, Preferred Plan Framework, and associated concepts and illustrations from earlier planning tasks, and will be prepared in compliance with State law guidance for Specific Plans. The Plan is anticipated to include the following components:

- ▶ **Background and Context** providing an overview of the purpose and organization of the Plan, the Plan Area context and existing conditions, and issues and opportunities that set the stage for the Specific Plan process.
- ▶ **Downtown Vision and Framework** describing the community-based planning process, input received, and a summary of the community vision and goals or guiding principles. The chapter will also present the illustrative Downtown development plan and opportunity site concepts that informed the development of the Downtown program.
- ▶ **Downtown Land Use and Development Plan** describing the regulatory framework for land use and development within the DSP area, including:
 - The Land Use Plan;
 - Regulating land use districts; and
 - Development standards including height, setback, open space, parking, and other standards.
 - A form-based district approach to zoning is proposed to be confirmed with the land use and development approach and strategies that will be developed under Task 3.4.
- ▶ **Mobility and Parking.** This chapter will provide the access, circulation, mobility, and transit framework to facilitate movement within and through the Downtown, including new streets and connections, complete street improvements, transit services, and pedestrian and bicycle connections.
- ▶ **Downtown Vibrancy Strategy.** This chapter will provide the design criteria for the following public space components, including design concepts and design criteria:

- ▶ **Parks and Open Space** will describe the plan for parks and open space within the DSP Area, including the opportunity to create a central gathering space for the community and improve open space, trail, and alley and paseo connections into the Downtown.
- ▶ **Branding, Landscaping and Streetscape Design** will include guidance for branding and streetscape design improvements in the Downtown.
- ▶ **Building, Art, Cultural Heritage, and Placemaking Strategies** will analyze other features of the Downtown built environment, including historic resources, building architecture, public art, and other civic placemaking design strategies.
- ▶ **Downtown Preservation Strategies** will address planning and design for short-and long-term Downtown preservation of blight, vagrancy, and deleterious uses through policies and actions addressing enforcement, routine maintenance of Downtown public spaces, and support and services to individuals experiencing homelessness.
- ▶ **Implementation and Financing Strategy** will identify the administration of future development within the DSP area, recommended mobility and infrastructure improvements, and the implementation actions, responsibilities, and time frames to support public and private investment. EPS will identify potential funding sources for public improvements identified for the DSP area, such as a public improvement fee, financing district, grants, and other funding sources. They will also identify the actions the City should implement to coordinate or execute the funding strategy.
- ▶ **Downtown Design Standards** will be provided to support implementation of the DSP. The Design Standards will include standards for housing, commercial, and mixed-use development, addressing the unique districts and context of the DSP area. The Design Standards will build off the City's existing Zoning Code where appropriate.

Task 5.3. Revised Draft Specific Plan

Ascent will address the City's comments on the Administrative Draft Specific Plan, and prepare a Revised Draft Specific Plan.

Task 5.4. Screencheck and Public Review Draft Specific Plan

Ascent will process one set of City review comments and stakeholder input, and prepare a Screencheck Public Draft Specific Plan for City review prior to issuing the Public Review Draft Specific Plan for public circulation. A budget for minor revisions is assumed between the Screencheck and Public Review Draft Specific Plan.

Task 5 Deliverables

- ✓ Document Outline and Mock-up
- ✓ Administrative Draft Specific Plan
- ✓ Revised Draft Specific Plan
- ✓ Screencheck and Public Review Specific Plan

TASK 6. Addendum to the General Plan Update Environmental Impact Report

The City certified a Program EIR for its General Plan Update in July 2023, and recently prepared an addendum to the Program EIR in February 2024. The Program EIR and addendum provides an initial evaluation of the environmental effects of the establishment of the Specific Plan. Our approach will be to

leverage the analysis in the General Plan Update EIR to streamline the preparation of addendum to the General Plan Update EIR to address the Specific Plan, consistent with State CEQA Guidelines Section 15164.

An addendum is proposed given that the DSP area is already developed with urban land uses and that significant and unavoidable impacts identified in the General Plan Update EIR (conversion of important farmland, conflicts with agricultural operations, operational air quality impacts and pollution concentrations, traffic noise, and transportation) are not anticipated to be substantially worsened from implementation of the DSP.

The addendum will be formatted in a manner consistent with City direction and will address the following topics consistent with State CEQA Guidelines 15162:

- ▶ Where the impact was analyzed in the General Plan Update EIR and the 2024 addendum.
- ▶ Determine whether the proposed action results in any new significant impacts or substantially more severe impacts relative to those identified in the General Plan Update EIR and the 2024 addendum.
- ▶ Determine whether any new circumstances have arisen since certification of the General Plan Update EIR and the 2024 addendum that would result in new significant impacts or substantially more severe impacts.
- ▶ Identify whether there is any new information of substantial importance that is available since certification of the General Plan Update EIR and the 2024 addendum that would require an update to the EIR, such as mitigation measures or alternatives previously found not to be feasible in the General Plan Update EIR, which would in fact be feasible and would substantially reduce one or more significant effects of the DSP.
- ▶ Identify whether any mitigation measures in the General Plan Update EIR would also apply to significant impacts from the proposed modifications.

If it is determined through implementation of the tasks below that subsequent environmental review is needed beyond the preparation of an addendum, Ascent's scope and price would need to be augmented to provide additional services. For example, while not anticipated, if it is determined through the review process that the project would result in new or substantially more severe significant environmental impacts resulting from the project or circumstances, or from new information of substantial importance [as defined in State CEQA Guidelines Section 15162[a][3]], subsequent environmental review could be warranted (e.g., Supplemental or Subsequent EIR).

Task 6.1. Initiation of Environmental Review

The Ascent environmental team will monitor development of the DSP under Task 5 and will provide input on policy provisions that would improve environmental streamlining for subsequent development projects in the DSP area. We will also provide electronic form letters for tribal consultation as required under Senate Bill 18 for the City to distribute. Should preparation of a Subsequent or Supplemental EIR be ultimately be required, tribal consultation under Assembly Bill 52 would be required.

Task 6.2. Administrative Draft Addendum

This task will include preparation of the administrative draft addendum based on CEQA State Guidelines Appendix G (Environmental Checklist). The analysis will be formatted and documented to support a determination that the DSP is within the scope of the General Plan Update EIR. During this task, an assessment of mitigation requirements of the General Plan Update EIR will be conducted to confirm the

incorporation of applicable mitigation measures into the DSP. If impacts are identified that surpass the significance of those evaluated in the General Plan Update EIR, additional analysis, impact determination, and identification of mitigation would be necessary; the City will be immediately notified and a contract and budget amendment would be needed to cover such additional work.

The addendum will be comprised of the following sections or chapters:

- ▶ **Introduction.** The introduction will consist of a summary of the project history, how the project relates to the General Plan, the environmental process associated with approving the DSP, organization of the analysis, and other documents used in preparation of the review.
- ▶ **Project Description.** The project description will include a detailed overview of the components of the DSP and its relationship to the General Plan. Proposed General Plan amendments and zoning changes will also be described.
- ▶ **Environmental Analysis.** The environmental analysis will include the full range of environmental topics addressed in General Plan Update EIR and the 2024 addendum. It will assess the following points for each topic:
 - Was the impact analyzed in the prior environmental document, and if so, where?
 - Does the project involve new significant impacts or substantially more severe impacts?
 - Are there new circumstances involving new significant impacts or substantially more severe impacts?
 - Is there any significant new information requiring new analysis or verification?
 - Are only technical changes or additions needed to make the prior environmental documents sufficient for the proposed project?
 - Do mitigation measures from the prior environmental documents resolve significant impacts?

The addendum will address all environmental topic areas and will provide a summary of the General Plan Update EIR and the 2024 addendum and mitigation measures that apply to the topic area.

The analysis will consider any differences between the General Plan and the DSP along with changes in circumstances that may alter conclusions about significant environmental effects, including cumulative impacts and regulatory changes. If data gaps are identified, the addendum will also include a list of data that needs to be supplemented for an adequate environmental analysis. While all environmental topics will be addressed, the following environmental issues are summarized because of their potential importance in the analysis.

Aesthetics – The aesthetics analysis will evaluate how implementation of the DSP could alter the visual character of the area. The analysis will focus on anticipated changes in building height and massing as compared to existing conditions and the impact conclusions of the General Plan Update EIR.

Air Quality – The air quality analysis will focus on plan-specific air quality impacts as compared to the build-out analysis in the General Plan Update EIR. The analysis will review and utilize (as appropriate) the San Joaquin Valley Air Pollution Control District's Thresholds of Significance under its CEQA Guidelines to evaluate DSP in relation to the impact conclusions of the General Plan Update EIR.

Biological Resources – The DSP area is developed and lacks natural habitat conditions to support substantial plant and wildlife species. However, trees in the could be designated as protected under Chapter 12.08 the City of Manteca Municipal Code as well as support special-status raptor and migratory bird species. Additionally, unoccupied buildings in the DSP area could support special-status bat species, depending on the condition of the building. The analysis will focus on existing habitat conditions in the

project area and the potential for the project to impact special-status species in relation to the impact conclusions of the General Plan Update EIR.

Cultural and Tribal Cultural Resources – The project will trigger tribal consultation under Senate Bill 18 regarding the potential to impact tribal cultural resources. The analysis will also consider whether any potentially significant historic structures and archaeological resources may exist in the DSP area and how these impacts are addressed in the General Plan Update EIR. The analysis in this section will be based on a Central California Information Center cultural resources record-search conducted for the DSP area, existing information such as the City's General Plan, and results of the tribal consultation under Senate Bill 18.

Energy – The addendum will estimate existing energy demands (building and mobile) in the plan area and will identify changes in energy demand from development under the Specific Plan. The analysis will factor in any proposed energy efficiency or renewable energy use that is included in the DSP. Impacts will be assessed based on State CEQA Guidelines Appendix G, analyzing whether the project may result in wasteful, inefficient, or unnecessary consumption of energy or conflict with a plan for renewable energy or energy efficiency in relation to the impact conclusions of the General Plan Update EIR.

Greenhouse Gas and Climate Change – The greenhouse gas (GHG) analysis will quantify the GHG emissions of the project and identify the DSP's proposed GHG emission reduction measures. The analysis will also address the plan's consistency with the City's Climate Action Plan and in relation to the impact conclusions of the General Plan Update EIR.

Hazards and Hazardous Materials – The analysis of hazards and hazardous materials will focus on the potential for construction of development envisioned in the DSP and how it was addressed in the General Plan Update EIR. Examples of hazardous materials that could be present and released during construction include asbestos containing materials and lead paint in existing buildings, contaminated soil, and contaminated groundwater. This section will be informed by the City's General Plan and databases maintained by state agencies, such as Department of Toxic Substances Control's *Envirostor* and the State Water Resources Control Board's *Geotracker*.

Land Use and Planning – The addendum will evaluate the DSP's compatibility with existing land uses and development patterns and evaluate the proposed plan's consistency with other adopted City plans and policies under the General Plan.

Noise – The noise analysis will evaluate potential noise and vibration impacts and will evaluate whether increases in traffic volumes would create new noise impacts not previously addressed in the General Plan Update EIR.

Population and Housing – The addendum will evaluate whether the DSP would result in a substantial increase in population and employment (beyond the General Plan growth projections) and whether the project could displace residences.

Public Services – The analysis will evaluate whether implementation of the DSP would create new public service demands (fire, law enforcement, parks, schools) that would require the construction of new facilities which could trigger environmental impacts not addressed in the impact conclusions of the General Plan Update EIR.

Transportation – The addendum will summarize the results of the DSP transportation analysis that will focus on changes in vehicle miles traveled, multimodal operations, transportation safety, and conflicts with pedestrian, bicycle, and transit services in relation to the impact conclusions of the General Plan Update EIR.

Fehr & Peers will conduct the transportation analysis to provide an assessment of the Specific Plan's impacts with respect to the four CEQA Guidelines Appendix G Checklist criteria and the General Plan Update EIR impact conclusions:

- ▶ Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities
- ▶ Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)
- ▶ Substantially increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)
- ▶ Result in inadequate emergency access

Fehr & Peers will estimate weekday, AM and PM peak hour trip generation for one (1) land use plan using the Trip Generation Manual, 12th Edition (Institute of Transportation Engineers [ITE], 2025).

Fehr & Peers will conduct a screening evaluation for one (1) preferred Specific Plan alternative, with the expectation that the project will screen out of a detailed VMT analysis based on its proximity to the Manteca Transit Center and the criteria outlined in the City of Manteca SB 743 Implementation Policy (2022).

If the project does not screen out and a detailed VMT analysis is required, a contract amendment will be necessary. The detailed VMT analysis is outlined in Optional Subtask 6.2 below.

The analysis of potential transit, bicycle, and pedestrian impacts will be qualitative and completed by reviewing the proposed project's physical changes to the study area's transit, bicycle, and pedestrian networks.

Utilities and Services – The analysis of utilities impacts will address water, wastewater, and storm drainage infrastructure and whether any improvements would be required to support the additional development potential (as analyzed in the Infrastructure Capacity Analysis, prepared by West Yost, under Task 4.5) in relation to the impact conclusions of the General Plan Update EIR. This section will be based on standard rates of utility use or demand generated by units of the types of land uses envisioned in the DSP, such as the solid waste generated by a residential unit, for example.

As part of preparation of the administrative draft addendum, Ascent will compile an electronic copy of all cited literature, studies, personal communications, and reference materials used in the preparation of the document.

If it is determined through the preparation of the administrative draft addendum would result in new or substantially more severe significant environmental impacts resulting from the project or circumstances, or from new information of substantial importance [as defined in State CEQA Guidelines Section 15162[a][3]], Ascent will immediately alert the City to determine the extent of subsequent environmental review required (e.g., Supplemental or Subsequent EIR).

Subtask 6.2.a VMT Analysis Optional Task:

As an optional task, Fehr & Peers will prepare a detailed VMT analysis for the preferred Specific Plan land use and mobility network alternative using the off-the-shelf City of Manteca General Plan travel demand model. Model calibration will be limited to plan area network and land use adjustments to reflect the preferred Specific Plan alternative. Fehr & Peers will obtain the following metrics for the DSP area and City of Manteca:

- ▶ Daily VMT per household

- ▶ Daily VMT per resident
- ▶ Daily VMT per employee
- ▶ Total Daily VMT

The VMT analysis will be conducted for the analysis scenarios:

- ▶ Base Year No Project
- ▶ Base Year Plus Project
- ▶ Cumulative No Project
- ▶ Cumulative Plus Project

Should VMT impacts be identified, mitigation measures/modifications to the DSP will be identified. For VMT impacts, mitigations will typically consist of feasible TDM strategies, which are found in the *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (CAPCOA, 2024).

Task 6.3. Addendum

Based on comments from City staff on the administrative draft addendum, Ascent will prepare a print-check addendum in electronic form (in Word) for City review. This scope of work assumes that comments will not require analysis of new issues or substantially revised analysis of issues already addressed in the administrative draft.

Based on comments from City staff on the print-check addendum, Ascent will prepare the final form of the addendum in electronic format (Word and PDF) for the City to release. This scope of work assumes that comments will not require analysis of new issues or substantially revised analysis of issues already addressed in the print-check document.

No public review period is required for the addendum pursuant to State CEQA Guidelines Section 15164(c). Ascent will assist the City in the preparation of CEQA findings associated with addendum for DSP approval.

Task 6.4. Specific Plan Environmental Checklist

As part of this work effort, we will develop an Environmental Checklist template that can be used by City staff for streamlining environmental review or identification of exemptions for subsequent projects in the DSP area.

Deliverables

- ✓ SB 18 Draft Tribal Consultation Request Letters
- ✓ Transportation Impact Analysis
- ✓ Administrative Draft Addendum
- ✓ Screencheck Addendum
- ✓ Addendum
- ✓ Environmental Checklist for Streamlining

TASK 7. Adoption and Final Plan

Task 7.1. Zoning Ordinance Update

With input from the City, Ascent will draft a revision to the DMU zoning district section and Specific Plan sections (Sections 17.26.050, 17.26.060, and 17.28.020) of the Manteca Municipal Code for review and approval by City staff. Our approach proposes that the new DSP would incorporate standards that update and replace the standards

in the DMU zoning district and that the zoning map would be updated to refer to the Downtown Specific Plan for standards governing development within its boundaries. This assumes that no new standards will need to be produced to complete this Task, but will rely on the text and graphics contained in the Specific Plan. However, we would expect to make that decision with the City over the course of preparing the Specific Plan and would be able to adjust our approach if the discussions with the City lead to a different approach. Draft and final Zoning Ordinance revisions will be prepared for inclusion with the staff report materials to be considered with the adoption of the DSP.

Task 7.2. Commission and Council Adoption Hearings

Ascent will provide support for the Planning Commission and City Council study adoption hearings, and has assumed up to three total meetings. We will prepare a PowerPoint presentation for each meeting and be available to address questions from the Planning Commission or City Council. We assume City staff will prepare the staff reports and noticing for the meetings.

Task 7.3. Final Downtown Specific Plan

Ascent will prepare the Final Specific Plan, incorporating public and City comments following the public review process. Our budget assumes only minor revisions are needed to prepare the Final DSP.

Task 7 Deliverables

- ✓ Zoning Ordinance Code Update (Draft and Final)
- ✓ Commission and City Council Hearing
- ✓ Presentation and Noticing (up to 3 events)
- ✓ Final Specific Plan

TASK 8. Project Management

Task 8.1. Project Management and Meetings

Ascent will schedule check-in meetings twice a month with the City as needed (over an assumed 18-month working period), to provide status updates and coordinate on project deliverables. Ascent will prepare monthly invoices with progress reports. This task will also cover "informal" communications with project team members, project management, and invoicing.

Task 8 Deliverables

- ✓ Biweekly call agenda and meeting summary
- ✓ Monthly invoicing and progress reports

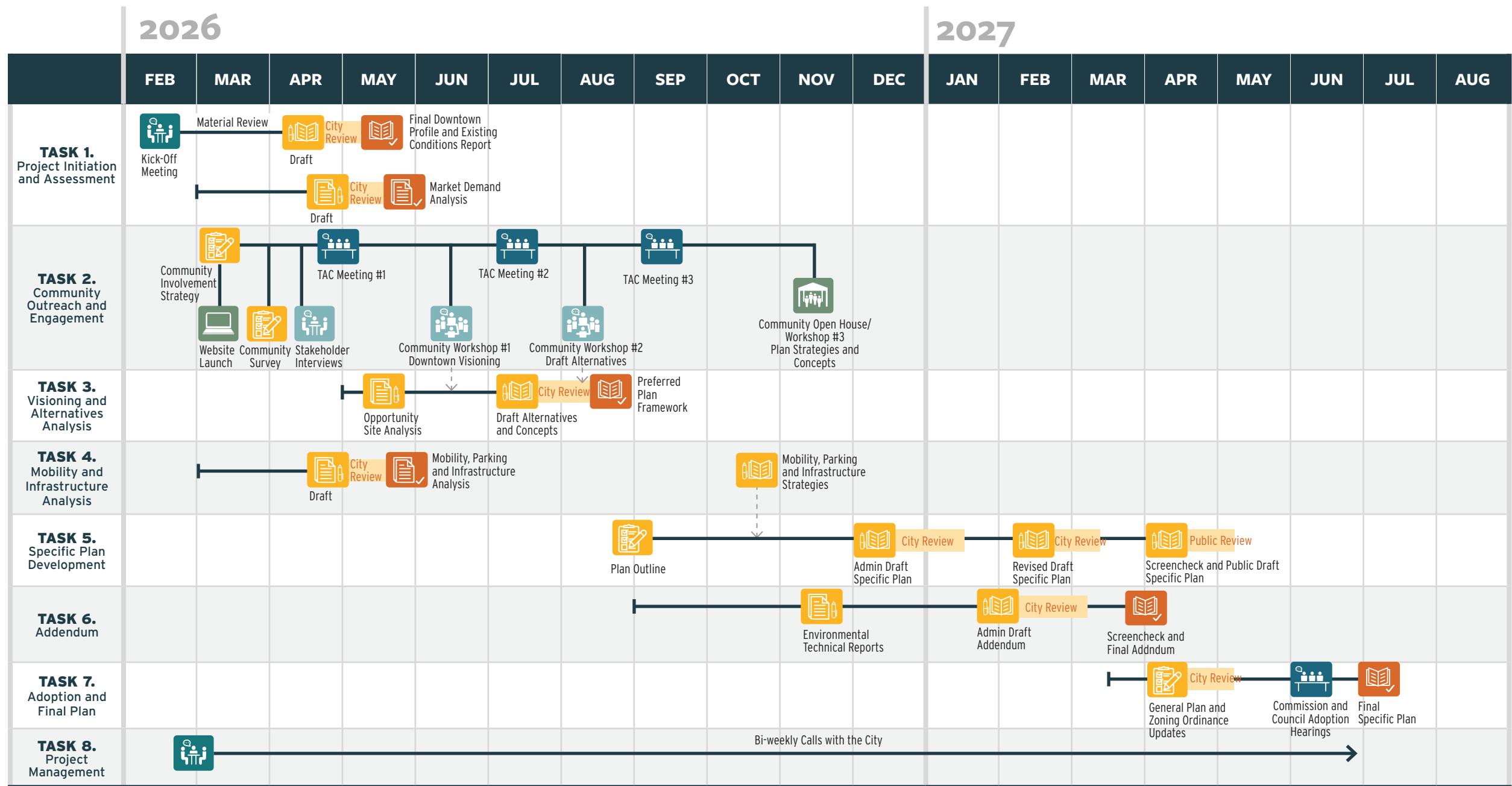
BUDGET ASSUMPTIONS

The budget presented in the spreadsheet on the following page is based on the following assumptions:

1. **Scope of Services.** The price is based on the proposed scope of services. If new technical issues, alternatives, field surveys, modeling, or analysis is identified after contract execution, we will work with the City of Manteca to discuss a scope and budget amendment.
2. **Adequacy of Provided Materials.** Materials provided by the City of Manteca are assumed to be complete and adequate for use in the analysis. If supplemental or revised analysis, studies, data, or fieldwork is needed to render such materials adequate, a budget amendment would be warranted.
3. **Schedule.** The price is based on the proposed schedule. If the schedule is protracted significantly (more than 60 days) for reasons beyond Ascent's control, a budget amendment may apply to the remaining work. Ascent will consult with the City of Manteca about a course of action.
4. **Billing Rates, Pricing, and Staff Allocation.** The proposed budget has been allocated to tasks. Ascent may reallocate budget or non-key staff among tasks, as needed, as long as the total contract price is not exceeded. The proposed billing rates apply to the duration of the contract, assuming up to a two-year schedule. Subsequent to the second year, and upon mutual agreement, an annual billing rate increase may be implemented.
5. **Meetings and Conference Calls.** A total number of meetings and conference calls are specified. All meetings are to be virtual, unless otherwise specified. If the number of meetings or conference calls, or the required level of effort is exceeded, a budget augmentation would be warranted.
6. **Community Workshops, Study Sessions, and other Events.** A total number of proposed meetings and conference calls are specified. All meetings are assumed to be virtual, unless otherwise specified. If the number of meetings or conference calls, or the required level of effort is exceeded, a budget augmentation would be warranted. Additionally:
 - (a) No translation or interpretation is included in the scope of work or budget. If those services are desired, they can be added on a time-and-materials basis.
 - (b) Scope and budget assumes the City of Manteca will be responsible for all noticing, venue reservations, and associated logistics.
7. **Changes to the Project or Alternatives.** If the descriptions of the project is changed after they have been approved for use in the DSP and CEQA document by the City of Manteca, a budget amendment will be warranted to the extent completed work needs to be revised or redone.
8. **Draft Review Cycles.** Drafts and associated draft review cycles are specified in the scope of work. The City of Manteca staff will provide Ascent with one consolidated set of reconciled, non-conflicting comments on all drafts.
9. **Reproduction Costs.** All deliverables are assumed to be submitted electronically (PDF) unless otherwise noted. A small budget has been assumed for the printing of materials related to workshops and events. If the number of copies, document length, or extent of color content exceeds assumptions, a budget augmentation would be warranted or an alternative course of action shall be coordinated with the City of Manteca staff.
10. **References Cited.** Ascent will maintain electronic copies of cited references and provide electronic files during public review. Ascent will submit electronic copies of all references to the City of Manteca for archiving upon completion of the scope of work.

11. **Completion of Work.** The scope of work is complete upon the acceptance by the City of Manteca staff of the final deliverable.

E PROJECT SCHEDULE



ATTACHMENT B

INSURANCE REQUIREMENTS

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with \$1,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**

"City of Manteca, its officers, officials, employees, agents, and volunteers".

Automobile Liability

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:
"City of Manteca, its officers, officials, employees, agents, and volunteers".

Worker's Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions)

Insurance appropriates to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.
3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

Waiver of Subrogation

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.