

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and TDG Engineering, INC (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional environmental planning services for the West Shaw Transit Oriented Design (TOD) Corridor and Town Center Study (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a planning and urban design firm and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Development and Planning Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through December 31, 2027, subject to any earlier termination in accordance with this Agreement. The City, in its sole discretion, may extend the term for one-year term. Any extension shall be provided by written amendment executed by both parties.

The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.
 - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed \$400,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is

determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a

skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782, Consultant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this Agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

- (a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Consultant shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has

commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

- (c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- (c) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all

bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

- (d) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (e) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (f) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
 - (g) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (h) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
 - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex,

age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.

- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.
- 14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
- 15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
- 16. Assignment.
 - (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
- 17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by

- federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
 19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
 20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
 21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
 22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
 23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
 24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
 25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
 26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
 27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this

Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ

City: _____
By: _____
Sukhman Sekhon 6/9/2025
6917A7D9D8364A9... Date
Sukhman Sekhon
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: Nadia Salinas, Project Manager
2600 Fresno Street, Room 3065
Fresno, CA 93721
Phone: (559) 621-8150
E-mail: Nadia.Salinas@fresno.gov

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

TDG ENGINEERING,
INC.

By: _____
Signed by: Jennifer Toole
7B9329BCEF72449...
Name: Jennifer Toole
President

Title: _____
(If corporation or LLC., Board Chair, Pres.

or _____
Signed by: Ernie Boughman
8E01107358364BA...
By: _____
Name: Ernie Boughman
CFO

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

CONSULTANT:
TDG Engineering, Inc.
Attention: Jessica Fields, Operations
Director
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910
Phone: (702) 204-7061 ext.145
E-mail: jfields@tooledesign.com

EXHIBIT A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno (City)
and TDG Engineering, Inc. (Consultant)**
West Shaw (TOD) Corridor and Town Center Study

See attached scope of work

SCHEDULE OF FEES AND EXPENSES

See attached.

EXHIBIT B

INSURANCE REQUIREMENTS **Consultant Service Agreement between City of Fresno (City) And TDG Engineering, Inc. (Consultant)** West Shaw (TOD) Corridor and Town Center Study

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to the Consultant’s profession.

MINIMUM LIMITS OF INSURANCE

The Consultant, or any party the Consultant subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
 \$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS’ COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event the Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. The Consultant shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. The Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and noncontributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

5. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

7. The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

CLAIMS-MADE POLICIES

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

The Consultant shall furnish the City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are

to be received and approved by the City's Risk Manager or designee prior to the City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of the City, the Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS

If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by the City Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that the City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the Consultant, and the City, prior to commencement of any work by the subcontractor.

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

West Shaw (TOD) Corridor and Town Center Study

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* If the answer to any question is yes, please explain in full below.

Explanation: _____

N/A

N/A

N/A

N/A

N/A

N/A

☐ Additional page(s) attached.

Signed by:

Jennifer Toole

7B9329BCEF72449..

Signature

6/9/2025

Date _____

Jennifer Toole

(Name)

Tool Design Group, LLC

(Company)

8484 Georgia Ave, Suite 800

(Address)

silver Spring, MD 20910

(City, State Zip)

TOOLE
DESIGN

CITY OF FRESNO
**WEST SHAW TOD CORRIDOR
AND TOWN CENTER STUDY**

BID FILE NO. 12502219

Proposal submitted by TDG Engineering, Inc.,
an affiliate of Toole Design Group, LLC on May 5, 2025





360 22ND STREET, SUITE 501
OAKLAND, CA 94612

510.298.0740
TOOLEDDESIGN.COM

May 2, 2025

City of Fresno Long Range Planning, Planning and Development Department

ATTN: Casey Lauderdale

Submitted electronically to Casey.Lauderdale@fresno.gov and Nadia.Salinas@fresno.gov

RE: RFQ # 12502219 - West Shaw TOD Corridor and Town Center Study

Dear Casey Lauderdale and Members of the Evaluation Committee:

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Toole Design is pleased to submit our qualifications to work with the City of Fresno on the West Shaw TOD Corridor and Town Center Study. This project represents a generational opportunity to deliver lasting benefits for Fresno's West Area communities—rooted in equity, driven by vision, and designed for a thriving, connected future. We commend the City for launching this forward-looking effort and continuing the momentum of the West Area Neighborhoods Specific Plan. Our team is excited to help the City reimagine West Shaw Avenue—a vital urban/rural interface—as a vibrant, multimodal gateway that connects new and existing residents to services, jobs, and opportunity.

We understand you are looking for a collaborative partner who brings deep expertise in urban design, community engagement, landscape architecture, market analysis, and multimodal transportation. At Toole Design, our passion is creating thoughtfully designed public environments that expand equitable access and foster connected, people-centered communities. Our nationally-recognized team of experts brings a wealth of experience in planning, streetscape and trail design, engineering, and engagement—and we pride ourselves on translating community feedback into visionary yet implementable solutions. We are joined by three longtime collaborators who bring complementary expertise to this project:

- **Van Meter Williams Pollack (VMWP):** Experts in urban design, planning, and development frameworks, particularly for infill, transit-oriented, and mixed-use contexts.
- **Economic and Planning Systems (EPS):** Specialists in market analysis and financial feasibility, grounding design visions in economic realities.
- **Urban Diversity Design (UDD):** Trusted, Fresno-based leaders in authentic community outreach, experienced in engaging diverse, multilingual communities and elevating lived experiences into meaningful project outcomes.

We thrive on values-driven projects like this one and are uniquely positioned to deliver the West Shaw TOD Corridor and Town Center Study with precision, creativity, and community focus. We are excited at the prospect of working closely with the City of Fresno, its project partners, and neighborhood stakeholders on a community-driven vision and design package that will be specific to West Shaw and serve as a model for transformation across other key Fresno corridors. Toole Design and our partners have successfully delivered similar corridor-scale and/or TOD projects throughout California, with recent work in Fresno, Fowler, Mariposa, Modesto, Oakland, and Sunnyvale.

Matthew Arnold, AICP will lead our team as Project Manager. As Toole Design's Western Planning Director, he brings over 25 years of experience managing interdisciplinary teams focused on streetscapes, trail networks, and transit-oriented development. **Cindy Zerger, ASLA, PLA**, Toole Design's Urban Design Practice Lead will serve as Principal-in-Charge and coordinate QA/QC. Matthew is available to answer questions and discuss our proposal further. He can be reached at 503.205.4607 x169 or at marnold@tooledesign.com. Thank you for considering our team.

Sincerely,

Jessica Fields, PE, AICP, Director of Operations, Western U.S.

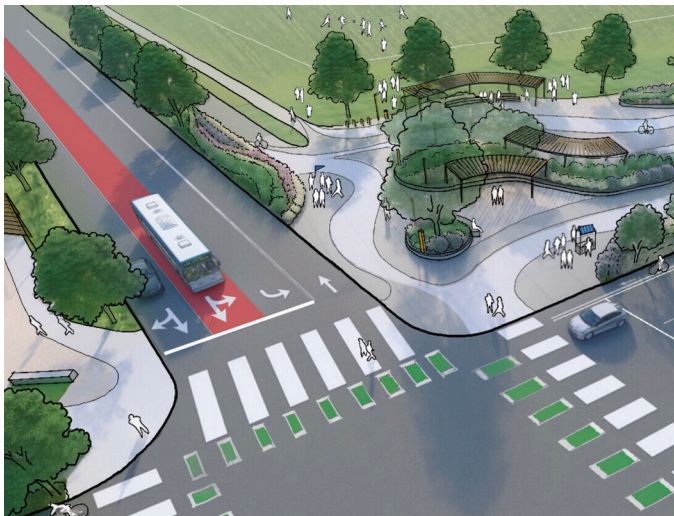
Toole Design's contracting entity for California is TDG Engineering, Inc. (TDG) which is an affiliate of Toole Design Group, LLC. TDG has the same management as Toole Design and performs engineering work under the direction of Amalia Leighton Cody, PE, AICP who is a California-registered engineer.

1. INTRODUCTION

WHY TOOLE DESIGN?

Toole Design is well suited to lead the West Shaw TOD Corridor and Town Center Study because we are an integrated urban design and transportation planning firm. We understand how to create welcoming, accessible, safe, and beautiful spaces for all users regardless of their mode of travel. We accomplish this through a multi-disciplinary approach, bringing together our planners, urban designers, and engineers to seamlessly connect the multimodal transportation elements (such as first-/last-mile connections, trails, transit access) with urban design (streetscape and placemaking). We consider future design phases and constructability starting at the planning stage. We also incorporate a community-driven planning and design process that includes a range of community members, city staff, stakeholders, business owners, transit agencies, developers, and schools because we know a plan needs to be both implementable and reflective of local needs to be successful.

We are excited to continue to work with the City of Fresno and combine our local work with a deep portfolio of urban design and transit-oriented development projects in California and across the U.S.



Toole Design created a cohesive design vision for the three-mile extents of Russell Boulevard. The improvements focused on improving a sense of place, finding opportunities to embed green infrastructure interventions, and creating a safer multimodal experience.

LOCAL EXPERIENCE

- Fresno Safe Routes to School Action Plan
- Fresno Engineering On-Call
- Fancher Creek Trail Plan
- Fresno Council of Governments Blackstone-Shaw Activity Center
- Fresno Vision Zero Action Plan

TOD PLAN FORMULATION EXPERIENCE

- Reisterstown, MD Plaza Metro Joint TOD Plan
- Downtown Golden Valley, MN User Experience Framework
- Shady Oak Station Area, Hopkins, MN
- California High Speed Rail Authority Station Delivery
- Gilroy, CA Station Area Vision Study
- CA High Speed Rail Station Delivery
- Vergennes-South Ferrisburgh TOD Plan, Chittenden County, VT

PRIMARY POINT OF CONTACT

Matthew Arnold, AICP will lead our team as Project Manager and will serve as the City's primary point of contact for our proposal and project. Matthew is Toole Design's Director of Planning, Western U.S. marnold@tooledesign.com, 503.205.4607 x169

SUBCONSULTANTS

We are partnering with firms that have local, relevant experience and complementary expertise. Qualifications of these firms are provided in Section 2: Qualifications.

VAN METER WILLIAMS POLLACK

Van Meter Williams Pollack's (VMWP) urban planning and urban design projects emphasize pedestrian and transit-oriented development patterns that serve a community's economic, social and cultural needs. Their success in planning, community design, mixed-use developments, and revitalizing urban infill sites demonstrates that there are alternatives to the outward expansion of cities, towns and suburbs. They specialize in high-density urban infill, transit-oriented development, and pedestrian-focused streetscapes that support sustainable development.

VMWP's urban design work falls into three broad categories: transit-oriented design; planning and specific designs; and design guidelines. Using their architectural design expertise, they create development prototypes

for communities that will assist them in achieving their goals to provide more intensive development in important transition areas of the community. Their design guidelines add the final level of detail to the prototypes and assist developers, property owners, and communities conceive of and design appropriate projects.

ECONOMIC PLANNING SYSTEMS

Economic Planning Systems (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use planning and policy analysis, and urban revitalization. EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services. Their primary practice areas include:

- Real Estate Economics
- Fiscal and Economic Impact Analysis
- Public Finance
- Housing Policy
- Land Use and Transportation
- Public-Private Partnership (P3)
- Economic Development and Revitalization
- Parks and Open Space Economics

URBAN DIVERSITY DESIGN

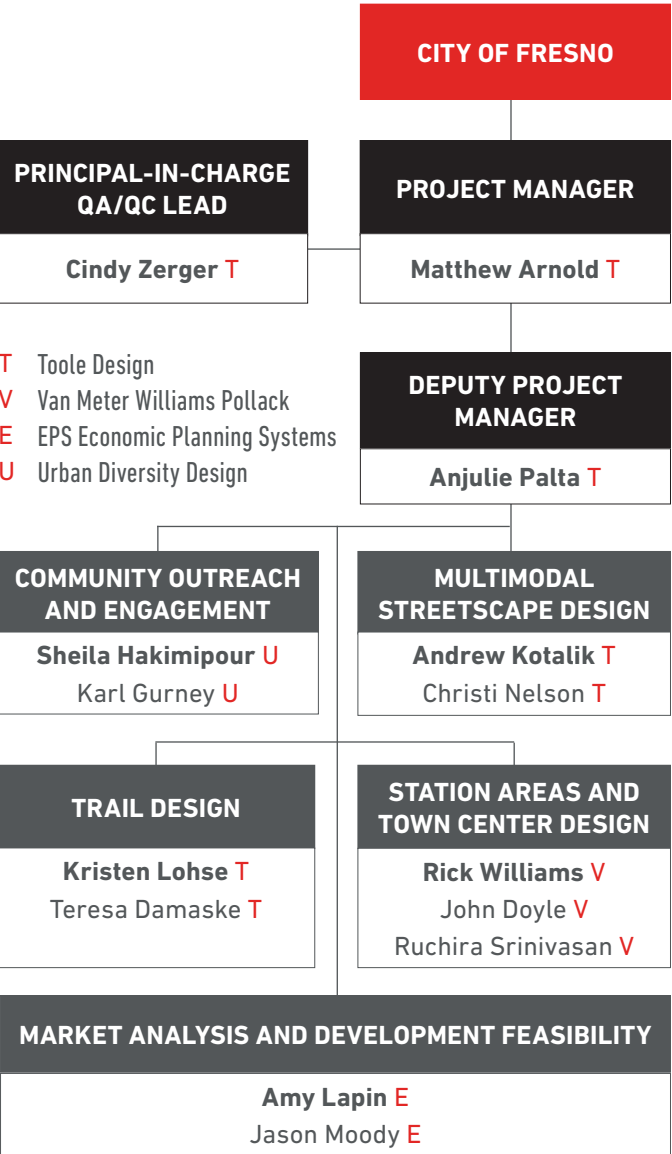
URBAN Diversity Design (UDD) is a Fresno-based design and planning firm that offers services in a broad range of urban design and community engagement projects. UDD was founded in January 2010, focusing on Smart Growth, Transit-Oriented Development (TOD) and sustainable planning strategies. UDD’s core mission is to support the vision toward livable and diverse neighborhoods in communities across the Central Valley, where equity, sense of place, and multigenerational diversity is celebrated. UDD’s work includes corridor revitalization, Complete Street design, transit and mobility projects, and park and green space planning projects. UDD provides a range of services from urban design, community engagement, workshop facilitation, and project management.

2. QUALIFICATIONS

STAFFING

ORGANIZATIONAL CHART

The organizational chart below illustrates our proposed approach to staffing the various elements of the West Shaw TOD Corridor and Town Center Study. Key personnel are shown in **bold**.



At the City’s request, and as an optional service, **Yamabe & Horn Engineering, Inc.** can be made available to complete a boundary and topographic survey of the West Shaw Avenue study area.

KEY PERSONNEL QUALIFICATIONS

MATTHEW ARNOLD, AICP

PROJECT MANAGER | TOOLE DESIGN

Trained in both planning and urban design, Matthew's 25-year career has been spent considering placemaking at a wide range of scales. His experience includes campus planning, city-wide comprehensive and general plans, neighborhood and Downtown plans, site design for transit-oriented development, and multimodal transportation plans. He has also led sustainable streetscape projects, working closely with City staff, stakeholders, and community members to design welcoming, compelling, and award-winning Main Streets. His relevant work includes TOD planning and the conceptualization of an eight-mile bike and pedestrian trail in Sunnyvale, CA; leading a mobility hub design effort in San Francisco, CA; and managing multiple station area design efforts for the Portland, OR light rail system.

ANJULIE PALTA

DEPUTY PROJECT MANAGER | TOOLE DESIGN

Anjolie specializes in managing community-centered design and urban development projects that focus on addressing racial and economic inequality through placemaking and public space planning. Her relevant experience includes a TOD effort for a waterfront town in Connecticut, a placemaking and historic preservation transit development plan in Wassaic, NY, and leading the development of a series of urban design toolkits and conceptual designs for key active transportation projects in St. Helena, MT.

CINDY ZERGER, PLA, ASLA

PRINCIPAL-IN-CHARGE AND QA/QC LEAD | TOOLE DESIGN

Cindy is a public space designer and landscape architect who serves as the Urban Design Practice Lead at Toole Design Group. Cindy has focused her career on the intersection of transportation and the built environment and has a broad range of experience from complex urban design and master planning efforts to streetscape final design initiatives. Cindy's relevant experience includes Fresno's Blackstone Shaw Activity Center, streetscape and mobility hub design in Beverly Hills around the Metro D Line transit stops, quality control of Reistertown TOD Plan deliverables, and leading a number of large scale development projects that combine transportation and urban design elements.

KRISTEN LOHSE, ASLA

PRINCIPAL TRAIL DESIGNER | TOOLE DESIGN

Kristen is a Principal Urban Designer with over two decades of experience in active transportation planning and design. Her work in Fresno includes the Travel by Trail, Fresno! project, trail network expansion feasibility study, Fancher Creek Trail, and the County's regional trail plan. Her relevant experience includes leading a streetscape concept around the future Link Light Rail Northgate Station in Seattle, WA, leading a wayfinding signage project for a transit hub in Tacoma, WA, and leading a wayfinding system plan for Sonoma-Marín Area Rail Transit (SMART).

ANDREW KOTALIK, PE

TRANSPORTATION ENGINEER | TOOLE DESIGN

Andrew is a California-licensed Professional Engineer who has coordinated with local and state agencies to design and implement multimodal transportation projects. He develops concept plans, signing and striping plans, and concrete plans. Andrew is currently working with the City of Fresno on concept designs for the Fresno USD Safe Routes to School project and the Fancher Creek Trail.

RICK WILLIAMS

ARCHITECT, URBAN DESIGNER | VMWP

A founding partner of Van Meter Williams Pollack, Rick Williams is a leader in urban design and transit-oriented development. With a background in both planning and architecture, Rick focuses on planning and urban design projects involving mixed use, transit-oriented community plans and architectural design.

AMY LAPIN

MARKET STUDY LEAD | EPS

Amy is an urban economics consultant with expertise in creating viable land use and financial strategies for public- and private-sector clients. Since joining EPS in 2003, Amy has provided project management, technical analysis, and advisory services for numerous infill and master-planned community projects throughout California and the Pacific Northwest, including projects related to real estate market analysis and financial feasibility, economic development, public finance, fiscal and economic impact analysis, and land use policy. Her work in Fresno includes the Tower District Specific Plan and the West Area Neighborhoods Specific Plan.

SHEILA HAKIMIPOUR
ENGAGEMENT LEAD | URBAN DIVERSITY DESIGN

Sheila is the Principal and Founder of UDD and has nearly 20 years of experience in urban design, planning, and community engagement. Her work has focused on projects transforming auto-dominated communities into thriving pedestrian-oriented environments. Sheila is engaged with multiple Fresno community advocacy organizations that embrace residents' leadership to create sustainable and equitable social and environmental changes in the San Joaquin Valley communities.

RELEVANT EXPERIENCE

The Toole Design Team brings experience on similar project work that includes both transit and urban planning and development. These projects also feature robust public and stakeholder involvement.

**REISTERSTOWN PLAZA
METRO JOINT TOD PLAN**
REISTERSTOWN, MD

For the Reisterstown Plaza Metro Station Transit-Oriented Development (TOD) Plan, **Toole Design** helped create a conceptual vision and plan that enhanced pedestrian and multimodal connectivity, helped optimize density and public spaces that effectively connect transit riders with community destinations and expand connectivity around the station. The plan was a collective effort among public and private sector partners and the community to identify key infrastructure, development, and placemaking investments to increase housing opportunities, grow ridership and support a well-connected, transit-oriented vision for the Reisterstown Plaza Metro Station.

Toole Design created implementable placemaking concepts to revitalize the corridor adjacent to the Reisterstown Station, optimizing both density and public space. The TOD Plan ultimately supported a successful RAISE grant application in 2024.

**DOWNTOWN GOLDEN VALLEY
USER EXPERIENCE FRAMEWORK**
GOLDEN VALLEY, MN

For the Downtown Golden Valley Streetscape and Wayfinding Framework, **Toole Design** and **Van Meter Williams Pollack** developed a user-centered vision to enhance mobility, placemaking, and redevelopment

opportunities in the city's downtown. The team developed a comprehensive User Experience Framework, overseeing technical analysis, public engagement, and design strategy. The engagement process informed access and circulation improvements, wayfinding and signage design, and the overall identity of downtown. The result is a user-friendly Public Realm Design Guide with recommendations around public spaces and amenities, roadway safety, destinations, downtown identity, visual quality, and the circulation of the downtown area. The guide provides a clear, phased roadmap for transforming downtown Golden Valley into a more accessible, vibrant, and connected destination.

CHARLESTON CORRIDOR
MOUNTAIN VIEW, CA

The City of Mountain View, working with adjacent property owners, is constructing multimodal corridor improvements along Charleston Road, in addition to dedicated transit lanes and improved bus stops. The first phase of the project has recently completed construction, and the second phase is under design and permitting review.

Toole Design was part of the design team that developed the original concept for the corridor. Key components of this design were: developing cross sectional elements of each of the roadway components, identifying acceptable turning movements for large vehicles and revisions to current delivery patterns, highlighting signalized intersection challenges and applying best practices for Class IV bikeway design, and ensuring intuitive and safe interaction between people on bikes and people walking.

Toole Design continued to assist the construction document phases of the project by providing expert peer review at design milestones, guidance at complex locations along the corridor, and coordination with City staff to achieve concurrence on design elements. You can view a video about Phase 1 [here](#).

**CALIFORNIA HIGH SPEED RAIL
AUTHORITY STATION DELIVERY**

As part of a multi-year contract to support station area planning and urban design services, **Toole Design** is developing a Regional Project Management and Urban Design Guidelines. We also supported the Gilroy Station Area Vision Study. For the study, Toole Design assessed existing mobility and access conditions in the station area, and made recommendations to better accommodate multimodal access to the future station.



Shared use path that forms the Moffett Park Green Link.

MOFFETT PARK GREEN LINK SUNNYVALE, CA

The Moffett Park Green Link project is a multifaceted design project that establishes the alignment and design criteria for a shared use path system in the transit-oriented Moffett Park district of Sunnyvale, CA. The project aims to create a world-class, off-street facility that forms the spine for a series of burgeoning, mixed-use neighborhoods. As a key member of the design team, Toole Design contributed to the creation of the Green Link Design Guidebook that demonstrates the preferred design criteria for existing and future phases. Toole Design provided oversight and review of designs for each of the initial three phases of the project. Our specific contributions have included:

- Geometry of the Green Link, including preferred and constrained cross sections through various conditions.
- Design of crossing and mixing areas where path users and/or motor vehicles are expected to interact.
- Decision making on path materials and pavement markings to clearly identify the Green Link in the district, to highlight areas of conflict, and to indicate the separation of wheeled users from people walking.

An overview of one portion of the Green Link can be viewed in [this video](#) prepared by one of our project partners.

VERGENNES-SOUTH FERRISBURGH TOD PLAN CHITTENDEN COUNTY, VT

Toole Design created a transit-oriented development (TOD) plan for the rural community around the Vergennes AMTRAK station, including connecting bus services. The plan assessed existing land uses, development codes, and multimodal infrastructure, and outlined a vision for TOD supported by targeted zoning and transportation improvements. The planning process featured robust engagement with developers and a week-long design charrette offering multiple public input opportunities.

The final plan includes an illustrative infill and redevelopment concept for housing and businesses near the station, specific zoning recommendations to enable that growth, and a proposed trail and multimodal network to strengthen connections to downtown Vergennes and key village destinations.

SAN JOAQUIN VALLEY HOUSING DEMAND AND SUPPLY TRENDS (REAP GRANT) SAN JOAQUIN VALLEY, CA

EPS provided economic and market analysis for eight COGs serving the San Joaquin Valley to support local compliance with California's 6th Cycle Regional Housing Needs Allocation. As part of a multi-disciplinary team, EPS assessed the type and amount of residential development that can be accommodated along/near major transportation corridors and within existing urbanized areas.

CALIFORNIA HIGH SPEED RAIL STATION AREA PLANNING

UDD is providing professional services, administrative support, technical expertise, and guidance to conduct transportation planning, urban design, station delivery activities, and real estate analysis at various High-Speed Rail (HSR) station sites.

As part of the four Central Valley Station areas, the UDD team assists the California High Speed Rail Authority in engaging with the local CBOs and building community partnerships focusing on mobility, activation, and placemaking in and around the future stations.

WORK SAMPLES

Toole Design has included the following work samples that demonstrate our experience on planning, feasibility studies, urban design, and illustrative renderings.

Located at the intersection of Wabash Avenue and Patterson Avenue, the Reisterstown Plaza Metro Station is poised to become a regional focal point through new transit-oriented growth along the MTA Metro Subway near Baltimore, MD. *Rendering by Toole Design.*

URBAN DESIGN





PLANNING AND FEASIBILITY STUDIES

Toole Design is updating the Shady Oak Station Area Development Strategy and the Circulation Framework and developing an Activation and Placemaking strategy. Maps by Toole Design.



The Middlefield Junction Strategic Plan proposes specific programs to leverage publicly held parcels in a "hub area" to provide affordable housing, expanded community services and recreational opportunities in the Fair Oaks Community. Drawings by TWP.

ARCHITECTURE AND URBAN DESIGN



Toole Design worked with the City of Davis and UC Davis on Reimagine Russell Boulevard, a visioning initiative to reimagine the boulevard as a dynamic public space that balances mobility, environmental stewardship, and placemaking. Concepts by Toole Design.

URBAN DESIGN

3. APPROACH

PROJECT UNDERSTANDING

Fresno is at a pivotal moment in shaping its urban future. As one of California's fastest-growing cities, Fresno faces the challenge of sustainably accommodating growth while enhancing quality of life for its residents. Building a more equitable, connected, and vibrant city requires rethinking how its major corridors and neighborhoods function—not just as routes for cars, but as thriving, accessible, people-centered places.

The West Shaw Avenue Corridor presents a critical opportunity to lead this transformation. West Shaw is currently a wide, auto-centric corridor with limited development. Its citywide reach, proximity to major institutions, job centers, and diverse neighborhoods, along with large undeveloped parcels and planned BRT/HFT expansion, position it to become a model for transit-oriented development, multimodal mobility, and neighborhood reinvestment.

The Highway City neighborhood has long faced barriers to opportunity, quality infrastructure, and equitable investment. Addressing these inequities is central to the project's vision. Situated on Fresno's urban/rural interface, West Shaw can serve not only Highway City and West Shaw residents, but also rural communities to the west, offering expanded access to jobs and services. Future development along the corridor will provide

walkable services locally while also connecting residents to the broader city through high-quality transit.

This study will develop a community-driven vision, equitable design concepts for station areas and a new Town Center, and a robust multimodal network, including a Class I off-street trail system that ties new and existing development together. Furthermore, the success of this study will serve as a model for transformation of other corridors across Fresno, particularly within the City's rapidly developing West Area Neighborhoods, complementing the goals outlined in the West Area Neighborhoods Specific Plan.

Based on our review of the project area, the City's goals, and community needs, we have identified the following key issues to be addressed through this study:

- **Shaping West Shaw as a Model Corridor:** The West Shaw corridor can serve as a prototype “Catalytic Corridor” for transit-oriented development and public realm investment across Fresno's West Area and beyond. Establishing a clear, community-driven framework here will set a precedent for future corridor transformation city-wide.
- **Advancing Equitable Development in Highway City and Beyond:** Historically underserved communities must be centered in this plan. The study must address barriers to opportunity, infrastructure quality, and access—ensuring that new investment benefits existing residents and businesses, prevents displacement, and builds lasting community wealth.
- **Enhancing Multimodal Mobility and Access:** Improving the transit experience, strengthening connections, and designing a safe, compelling, multimodal West Shaw Avenue are essential to reducing car dependence and expanding mobility choices in this district. A key element will be planning an off-street Class I bike/pedestrian trail system that integrates development, transit hubs, and surrounding neighborhoods.
- **Supporting Feasible, Phased Development:** New development must be economically viable, transit-supportive, and connected to market realities. The study must identify opportunity sites, assess development feasibility, and propose strategies to catalyze high-quality investment while preserving



Toole Design's Team has engaged with various Fresno communities on projects around the City, such as the work UDD did on Measure P.

affordability and character. In so doing, the study must seek the proper balance between market-rate and affordable housing.

- **Activating the Public Realm:** Today's auto-oriented West Shaw corridor must evolve into a vibrant, people-centered place. Streetscapes, public spaces, and trail connections must be integrated into development concepts in order to create a welcoming, shaded, and inclusive public realm that supports walking, gathering, and community life.
- **Honoring the Corridor's Urban/Rural Role:** West Shaw sits at Fresno's urban/rural interface. Future development must serve surrounding neighborhoods, support farmland preservation efforts, and strengthen West Shaw's role as a regional gateway—connecting rural residents to services, jobs, and amenities via high-quality BRT/HFT and trail systems.
- **Building Community Ownership and Momentum:** Authentic, inclusive community engagement will be critical at every step—including for non-English speakers. Residents, stakeholders, economic development corporations (EDCs) and community-based organizations (CBOs) must help shape the project vision, design priorities, and implementation strategies to ensure broad-based support and long-term success.

The West Shaw TOD Corridor and Town Center Study is a generational opportunity to deliver lasting benefits for Fresno's West Area communities—rooted in equity, driven by vision, and designed with the community for a thriving, connected future.

PROJECT APPROACH

TASK 1: PROJECT ADMINISTRATION

At Toole Design, we pride ourselves on our responsiveness to clients. We employ a range of management techniques to effectively track projects, maintain progress, and ensure seamless client communication with on time and high-quality submittals. **Matthew Arnold, AICP** will serve as the Project Manager and day-to-day contact for the City. He will be supported by **Cindy Zerger, PLA, ASLA** Principal-in-Charge and Toole Design's Urban Design Practice Leader, who will coordinate all project QA/QC.

TASK 1.1: PROJECT MANAGEMENT

Matthew will coordinate all consultant team activities. He will manage both internal staff and overall project budget using our real-time accounting system, Vantagepoint.

Matthew will prepare monthly progress reports to accompany each project invoice, prepared to City standards.

TASK 1.2: PROJECT MANAGEMENT TEAM (PMT) MEETINGS

Project Management Team (PMT) meetings will be held with core City staff on a bi-weekly basis over the course of the project to review project status, discuss upcoming deliverables, and plan for project events. We will highlight decisions and action items in meeting agendas and summaries to ensure efficient and effective project advancement.

TASK 1.3: PROJECT KICKOFF MEETING

Upon NTP, Toole Design will hold a virtual project kickoff meeting with the City's PMT. The kickoff meeting will provide a critical opportunity to confirm scope and schedule, align expectations, and identify potential project challenges and mitigation strategies. Toole Design's Project Manager Matthew Arnold will distribute a Project Management Plan (PMP) at the project kickoff meeting. The PMP will include a detailed project schedule identifying key project milestones, critical dependencies, deliverables, and tentative meeting dates; a list of lead staff responsible for each task; project communication protocols; and a QA/QC Plan that includes details for internal team and City review and approval processes.

TASK 1.4: TECHNICAL ADVISORY COMMITTEE ROSTER

It is important for the consultant design team to be integrated with City and agency staff, as they are the individuals who will implement the improvements, policies, and standards that result from this study. To facilitate this interaction, and as a recommended best practice, the City should assemble a Technical Advisory Committee (TAC) to provide agency-level review of key project deliverables. The TAC could include representatives from the City's Planning & Development and Public Works Departments, Fresno Area Express (FAX), Fresno County Rural Transit Agency (FCRTA), and Caltrans.

TASK 1.5: MILESTONE CHECK-INS

At key milestones, Matthew Arnold will lead the PMT in reviewing deliverables, budget, progress to date, and upcoming tasks. These milestone check-ins will assess product quality and engagement effectiveness against project goals. Based on these evaluations, the PMT will adjust tasks, deliverables, and outreach as needed. (NOTE: This proposal assumes up to three milestone check-ins over the course of the project.)

TASK 1 DELIVERABLES:

- Project Management Plan (PMP)
- Project Management Team (PMT) Meeting Agendas and Notes
- Monthly Invoices and Progress Reports
- Up to three Milestone Check-Ins

TASK 2: EXISTING CONDITIONS ASSESSMENT

The Toole Design Team will assess the physical and policy conditions affecting the West Shaw corridor and its potential for transformative change. This work will include a review of relevant documents, a desktop study of physical conditions, and a site visit with City staff and community members.

TASK 2.1: REVIEW PLANNING DOCUMENTS AND POLICIES

The Toole Design Team will review existing plans and policies relevant to this effort, as directed by City staff, identifying both supportive elements and potential conflicts with the project's goals. The review will include, but is not limited to, the West Area Neighborhoods Specific Plan (WANSP), Fresno General Plan, Housing Element (Sixth Cycle), and relevant documents from FCRTA and FAX.

TASK 2.2 LAND USE AND DEVELOPMENT POTENTIAL ANALYSIS

Van Meter Williams Pollack (VMWP) will lead a focused review of the City's zoning, development code, and regulations, mapping existing land use, intensity, development standards (e.g., parking), key activity centers, and connections beyond the corridor. They will assess existing development patterns—examining site planning, use mix, intensity, and character—to highlight areas of strength and those in need of reinvestment. VMWP will also identify and map underutilized 'soft sites' with redevelopment potential for discussion during the Initial Community Outreach and Engagement phase. To support community dialogue, we will prepare simple massing models that illustrate existing conditions and visually frame future opportunities.

TASK 2.3: MULTIMODAL TRANSPORTATION ANALYSIS

Toole Design will analyze the West Shaw corridor for its potential to be redesigned for transit-rich, multimodal access. Toole Design will examine the broader district for potential Class I trail alignments. In doing so, Toole Design will consider the West Shaw right-of-way, existing and potential access points, and multimodal connectivity within the overall study area as well as barriers to be addressed.

TASK 2.4: MARKET CONDITIONS AND DEVELOPMENT TRENDS

EPS will assess market conditions in Fresno and the broader region to understand factors affecting the success of residential and commercial projects within the West Shaw Area. The analysis will evaluate likely support for various land uses based on market supply and demand dynamics, demographic and economic trends, and the area's unique attributes. Findings will inform development options and realistic growth trajectories for station areas and the Town Center. This analysis will include:

- **Socio-Economic Conditions:** Assessing household income, demographics, commute patterns, job mix, and regional growth trends to identify corridor strengths, challenges, and future opportunities.
- **Real Estate Market Conditions and Trends:** Evaluating residential, retail, and employment uses based on performance indicators such as pricing, building inventory, occupancy, and property characteristics. EPS will consider ownership patterns to better understand the pace and nature of corridor transition.
- **Case Studies:** Documenting local and regional comparable projects to analyze market positioning, formats, amenities, and development feasibility. EPS will review unbuilt but approved projects to identify barriers and inform typologies and strategies for West Shaw's station areas and Town Center.

TASK 2.5: SITE VISIT AND TOUR OF RELEVANT PROJECTS

The Toole Design will visit the West Shaw corridor with City staff to assess physical conditions, opportunities, and constraints. The visit will build understanding of the area's context in relation to Highway City, West Fresno, the broader city, and rural Fresno County. Stops will include relevant Fresno developments that reflect the type and quality of market-tested, station-area projects the City envisions for West Shaw.

TASK 2.6: EXISTING CONDITIONS REPORT

Toole Design will prepare an Existing Conditions Report summarizing land use, policy, market, infrastructure gaps, and multimodal transportation findings. The report will serve the project team, City staff, the Technical Advisory Committee, and the broader community throughout the study. It will include an Opportunities and Constraints (O&C) Analysis highlighting prospects for transit-oriented development, town center creation, trail connections, and multimodal streetscape improvements,

along with key challenges. We will finalize the O&C Analysis following community feedback during the Initial Outreach phase (Task 4).

TASK 2.7: TECHNICAL ADVISORY COMMITTEE (TAC) MEETING #1

In advance of the initial community engagement phase, the City will convene a meeting of the project's Technical Advisory Committee (TAC) to review the Draft Existing Conditions Report and gather feedback for the design team.

TASK 2 DELIVERABLES:

- Draft and Final Existing Conditions Report, including:
 - Land Use and Development Potential Analysis
 - Multimodal Transportation Analysis
 - Market Study

TASK 3: COMMUNITY OUTREACH AND ENGAGEMENT PLAN

At Toole Design, we view community engagement with the same importance as our technical work. We believe the most successful projects are built through open, transparent processes that engage those often left out of traditional planning efforts—women, teens, low-income communities, seniors, and culturally and linguistically diverse residents. Our team excels at tailoring outreach to multicultural audiences and providing multiple avenues for participation.

TASK 3.1: COMMUNITY AND DEVELOPER STAKEHOLDER LIST

Toole and Urban Diversity Design (UDD) will work with the City's Community Coordinator to create a list of study area stakeholders (residents, businesses, and property

owners) who will be directly affected by the plan's outcomes. This effort will include gathering information on community-based organizations (CBOs) which could be active partners in the outreach and engagement efforts. (We also will review and include the WANSP stakeholder list in order to leverage the efforts of that project.)

TASK 3.2: COMMUNITY OUTREACH AND ENGAGEMENT PLAN

Toole Design and UDD will work with the City's Community Coordinator to develop a public outreach strategy that offers multiple opportunities for participation, with a focus on engaging historically underrepresented groups. While our team brings decades of experience in effective community engagement, we recognize City staff as key partners in building on successful past efforts and avoiding prior missteps. Shortly after project kickoff, Toole Design will prepare a brief Community Outreach and Engagement Plan (COEP) outlining our approach to outreach, publicity, stakeholder involvement, charrette planning, and community forums. The COEP will guide meaningful engagement across all audiences and provide a framework to evaluate the effectiveness of outreach activities at key project milestones.

TASK 3 DELIVERABLES:

- Community Stakeholder List
- Community Outreach and Engagement Plan (COEP)

TASK 4: INITIAL COMMUNITY OUTREACH AND ENGAGEMENT

In the initial round of community outreach, we will partner with local economic development corporations (EDCs) and CBOs—including Highway City Community Development (HCCD)—to lead a conversation about how the corridor should evolve, highlighting potential success models and challenges to overcome. Through interviews, meetings, and workshops, we will review Existing Conditions and the Opportunities and Constraints Analysis, gather local insights, and identify community-recognized success stories. We will collaborate with community members to draft a Project Vision and a set of Goals and Objectives to guide the plan. (With City approval, this phase may be concentrated into a "Discovery Charrette.") Engagement activities, pending the COEP, are expected to include:

TASK 4.1: FOCUS GROUPS AND/OR STAKEHOLDER INTERVIEWS

UDD will work with the City's Community Coordinator to organize a series of Focus Groups and/or Stakeholder Interviews with key residents, business owners, property



Toole Design staff member Kristen Lohse working with the City of Fresno on their Trails Network Expansion.

owners, and/or CBOs to gain their insights into the area and thoughts about the project. (Upon review and approval by City staff, instead of multiple meetings with different stakeholders, our team can plan and facilitate a single, combined, in-person workshop with CBOs and resident leaders.) A focus group or set of interviews with property owners and developers in particular will help us test the project's goals, address challenges along the corridor, and discuss what the BRT system means for these key stakeholders.

TASK 4.2: OUTREACH ACTIVITIES

In alignment with the COEP, UDD will work with the City to interview and contract one to two key local CBOs (outreach partners) to help with public facing activities such as pop-ups, event tabling, visits to standing meetings, etc. It'll be important to maintain collaboration with broader project stakeholders as well to plan the outreach activities that engage a range of community members who will be affected by the plan and its outcomes.

TASK 4.3: TAC MEETING #2 (WORKSHOP)

Toole Design will facilitate a TAC workshop to help define the corridor vision(s) and articulate goals and concepts under discussion by City staff, the Planning Commission, City Council, and other agencies. This session will help establish the project framework and outline development and infrastructure options for consideration. (Elected officials, Planning Commissioners, and other decision-makers may also participate.)

TASK 4.4: COMMUNITY WORKSHOP

In collaboration with the City and local CBOs, the Toole Design Team will facilitate a workshop for community members to provide their perspectives on the corridor, including their concerns and their aspirations for it. We will review the Existing Conditions work with them and garner their feedback on project Opportunities and Constraints. Their input, questions, and suggestions will help us craft a project Vision and Goals and Objectives to guide the project moving forward.

TASK 4.5: COMMUNITY RECOMMENDATIONS MEMORANDUM #1

At the conclusion of Task 4, UDD will summarize the stakeholder and community input received into a Community Recommendations Memo. This feedback will allow us to finalize the Opportunities and Constraints Analysis and draft the Project Vision and Goals and Objectives.

TASK 4 DELIVERABLES:

- Community Recommendations Memorandum #1

TASK 5: WEST SHAW VISION, GOALS AND OBJECTIVES

This project will propose transformative change for West Shaw Avenue and the area surrounding it. In Task 5, our team will draw from community input to prepare a Vision Statement and clear set of Goals and Objectives that will guide this change.

TASK 5.1: WEST SHAW VISION, GOALS AND OBJECTIVES

Based on input from Task 4 outreach, the Toole Design Team will draft a Project Vision and a set of Goals and Objectives reflecting the community's aspirations and expectations. These documents will address land use, development, mobility, and placemaking, and will be reviewed with the community and finalized during the Task 6 Design Charrette.

TASK 5 DELIVERABLES:

- Draft and Final Vision Statement
- Draft and Final Goals and Objectives

TASK 6: COMMUNITY DESIGN CHARRETTE

Our designers, planners, and engineers bring deep experience in facilitation, consensus-building, and authentic community dialogue. Toole Design frequently addresses complex issues through Community Design



Toole Design at a design charrette for a corridor in Boulder, CO.

COMMUNITY DESIGN CHARRETTE

DAY 1		DAY 2		DAY 3		DAY 4
TIME	STARTER IDEAS	DESIGN REFINEMENT		DESIGN REFINEMENT		PRODUCTION AND PUBLIC REVEAL
8:00 AM	Team Arrives	Staff Meeting		Staff Meeting		Closed Design Studio
9:00 AM		Open Design Studio	Stakeholder Interviews	Open Design Studio	Stakeholder Interviews	
10:00 AM						
11:00 AM		Lunch in studio		Lunch in studio		
12:00 PM		Open Design Studio	Publicized Office Hours	Open Design Studio	Publicized Office Hours	
1:00 PM	Stakeholder Interviews					
2:00 PM						
3:00 PM	Community Open House		Community Open House		Community Presentation	
4:00 PM	Dinner		Dinner			Studio Breakdown
5:00 PM	Closed Design Studio	Closed Design Studio	Closed Design Studio	Closed Design Studio	Dinner	
6:00 PM						
7:00 PM						
8:00 PM	Closed Design Studio	Closed Design Studio	Closed Design Studio	Closed Design Studio	Dinner	
9:00 PM						
10:00 PM						

Time with City staff	Studio is open to anyone
Public presentation and/or publicized office hours	Focus time for design staff

Charrettes. Matthew Arnold and Cindy Zerger have led successful charrettes nationwide and are committed to crafting a transparent, community-driven process that directly shapes design outcomes. The structure of this immersive workshop (duration, meeting types, etc.) will be tailored in close collaboration with the City of Fresno. At this stage, we propose the following:

TASK 6.1: CHARRETTE SCHEDULE

The Toole Design Team will work with the City to prepare/finalize a schedule for the Community Design Charrette and will advise the City on necessary logistics for the event.

TASK 6.2: COMMUNITY DESIGN CHARRETTE

This four-day working session will advance starter ideas for the streetscape, trail system, and town center into refined concepts for the final report. Conducting the charrette in an open, community setting will allow the design team to test concepts in real time with stakeholders and City staff. UDD will collaborate with the City and CBO partners to develop messaging that encourages community participation.

DAY 1: STARTER IDEAS

The Toole Design Team (including staff from VMWP) will arrive as early as practical on Day 1 and set up the workspace at the venue. Our team will meet with the City to confirm the week's events and finalize roles and responsibilities for the week. For the remainder of the

day, the team will work at the charrette venue, generating initial, starter ideas for the streetscape, trail system, and station areas/town center:

- The Toole Design Team will generate various configurations for a reimagined West Shaw Avenue, testing available or expanded right-of-way against various modes and in relation to the station area concepts.
- VMWP will collaborate with Toole Design to evaluate alternative locations for mixed-use station area hubs and a potential town center along the corridor. The evaluation will consider site size, site control, connectivity beyond the corridor, and impediments to change. Two to three candidate locations will be conceptually developed at varying intensities during the charrette to illustrate a town center, a neighborhood hub, and a smaller activity center at different points along the corridor.
- Toole Design will generate initial concepts for the Class I bike/pedestrian trail system, integrating it with the development and streetscape concepts.

Our team will review these starter ideas with stakeholders and community members at an evening open house.

DAY 2: DESIGN REFINEMENT

On Day 2, the Toole Design Team will refine starter ideas into more detailed concepts. We will evaluate individual sites of approximately 10 acres, as well as combined sites totaling 10 acres, to illustrate key principles of large-site development, including new streets (public or private), active frontages, centralized density, and transitions to lower-density neighborhoods. VMWP will model multiple densities and layouts for a selected site to demonstrate flexible outcomes under different design standards. Concepts will be reviewed at an evening public open house (with daytime office hours available as well) for stakeholders and community members to view progress and provide input.

DAY 3: DESIGN REFINEMENT CONTINUED...

Based on feedback from the prior evening, the Toole Design/VMWP team will continue to refine the streetscape, trail, and town center concepts—again offering office hours for community members to check our work and bring their ideas. Our team will begin drafting recommendations for design standards to accompany our Town Center work. And we will hold TAC Meeting #3, allowing us to vet our concepts and recommendations with our City and agency partners.

DAY 4: PRODUCTION DAY AND PUBLIC REVEAL

During this “Production Day,” Toole/VMWP will finalize all charrette graphics into a formal presentation. We will host a final public meeting that evening to present a fulsome summary of the design work from opportunities and constraints to honed design concepts and recommendations—emphasizing throughout the ways in which direct community feedback has shaped our work. There will be time for questions, answers, and discussion (and this public meeting can be livestreamed and/or recorded if necessary).

We have put forth the above design charrette format that we believe will be best for the West Shaw Corridor. It comprises a significant portion of the engagement and design work for this project, which is reflected in the budget. We know you know the community best and we want to make sure to tailor this to suit the needs of Fresno and the West Shaw Area community. We are happy to work with you and make any desired modifications to this process.

TASK 6.3: COMMUNITY RECOMMENDATIONS MEMORANDUM #2

At the end of the Community Design Charrette, the Toole Design Team will summarize the stakeholder and community input received into a second Community

Recommendations Memo. This feedback will guide us in preparing the Preferred and 30% Design Concepts in Task 7.

TASK 6 DELIVERABLES:

- Draft and Final Charrette Schedule
- Community Design Charrette Final Presentation, including:
 - Refined West Shaw Streetscape Design Concepts
 - Refined West Shaw Area Trail Design Concepts
 - Refined West Shaw Town Center Design Concepts and Recommendations for Design Standards
- Community Recommendations Memorandum #2

TASK 7: PREFERRED AND 30% DESIGN CONCEPTS

With the momentum from the Community Design Charrette, the Toole Design Team will finalize the project’s design work, sharpening the graphics and deliverables for the West Shaw Streetscape, the area’s trail system, and the Town Center.

TASK 7.1: WEST SHAW 30% STREETScape DESIGN

Toole Design will advance the West Shaw Streetscape to a schematic, 30% design level. In so doing, our team will prepare a package that sets a clear direction for West Shaw Avenue and establishes a solid basis for which the City can apply for additional funding.

TASK 7.2: PREFERRED WEST SHAW AREA TRAIL DESIGN

Toole Design will refine the Class I bike/pedestrian trail design to a preferred level, providing plan view, section, and perspective illustrations to depict the design and its various elements.

TASK 7.3: PREFERRED STATION AREAS AND TOWN CENTER CONCEPTS

VMWP and Toole Design will prepare the Preferred Concepts for the Town Center and Station Areas, providing illustrative plan view and perspective renderings to depict the preferred concepts and their various elements. Our team will finalize a set of recommendations for design standards for the area’s future development.

TASK 7.4: TAC MEETING #4

The City will convene a meeting of the project’s TAC to review the Task 7 Preferred and 30% design work and to provide feedback to the design team.



Current Conditions



Concept

Toole Design staff worked with the City of Fresno to develop conceptual designs for some of the city's 166 miles of unfunded trails.

TASK 7 DELIVERABLES:

- 30% West Shaw Streetscape Design
- Preferred West Shaw Area Trail Design
- Preferred West Shaw Area Town Center Concepts and Recommendations for Design Standards

TASK 8: COMMUNITY REVIEW

In alignment with the Community Outreach and Engagement Plan, the Toole Design Team will work with the City to conduct a series of activities to review the project's Preferred Designs with stakeholders and the community. These events are expected to include the following:

TASK 8.1: FOCUS GROUPS AND/OR STAKEHOLDER MEETINGS

UDD will work with the City's Community Coordinator to organize a concluding series of Focus Groups and/or Stakeholder Meetings to review the Preferred Designs with key residents, business owners, property owners, and/or CBOs.

TASK 8.2: COMMUNITY FORUM

UDD and the City will coordinate with local CBOs to host a final Community Forum, during which community members will be able to review the Preferred Designs and measure them against the Project Vision and Goals and Objectives.

TASK 8.3: COMMUNITY RECOMMENDATIONS MEMORANDUM #3

At the conclusion of the Task 8 outreach and engagement effort, UDD will summarize the stakeholder and community input received into a final Community Recommendations Memo. This feedback will guide us in preparing the plan's final report in Task 9.

TASK 8 DELIVERABLES:

- Community Recommendations Memorandum #3

TASK 9: WEST SHAW CORRIDOR AND TOWN CENTER RECOMMENDATIONS REPORT

To conclude the project, the Toole Design Team will prepare a recommendations report summarizing both the Preferred Designs that have emerged from the process as well as a set of implementation measures that will help bring the various aspects of the plan to fruition. Our team will work with the City and agency partners to determine the applicability of the plan and its various elements and strategies to other corridors within the West Area or the city as a whole.

TASK 9.1: TAC MEETING #5 (WORKSHOP)

The project's final TAC Meeting will be set to review the plan's recommendations and to workshop the applicability of the plan's components for Fresno's other corridors, in particular the West Area's Catalytic Corridors.

TASK 9.2: WEST SHAW CORRIDOR AND TOWN CENTER RECOMMENDATIONS REPORT

In the final report, the Toole Design Team will outline an implementation strategy for public realm enhancements and private and non-profit investments. In addition to designs for West Shaw Avenue and the trail system, we will recommend area-wide strategies such as development regulation changes, affordable housing initiatives, infrastructure investments, and public realm projects. Location-specific strategies for Town Center sites may include required master plans, phased development approaches, and incentives for creating public spaces, such as fee reductions for publicly accessible private open space (POPOS). Streetscape

improvements, bike lanes, and sidewalks beyond planned developments will be recommended for inclusion in Capital Improvement Programs (CIPs) and can garner other public funding.

TASK 9.3: REPORT ADA ACCESSIBILITY REVIEW

Toole Design's in-house document accessibility team is familiar with the state's Accessibility Standard and will ensure that the final report is fully accessible to Fresno residents, City staff, partner agencies, committees, and non-profit organizations, and potential funders. We will set up a report document template with readable fonts and ensure document colors meet minimum color contrast standards. Throughout the project, we will develop images, graphics, and maps with an eye to simplicity, contrast, and readability, and develop alternate text or descriptions for all report visuals. With approval of the final report by the PMT, our Accessible Documents team will use Common Look Pro and Adobe Acrobat to ensure compliance with Section 508 and WCAG 2.0 A and AA standards. We will provide an accessibility report from Common Look verifying compliance with checkpoints.

TASK 9 DELIVERABLES

- Draft and Final West Shaw Corridor and Town Center Recommendations Report

OPTIONAL TASK

WEST SHAW AVENUE SURVEY

As an optional task, and depending on the City's existing data and/or expectations for the 30% Streetscape Design for West Shaw Avenue (see Task 7 above), our team can prepare a Boundary and Topographic Survey of the West Shaw Avenue study area. (Note: This survey has not been included in our base fee.)

REDEVELOPMENT SCENARIOS AND FINANCIAL FEASIBILITY

As an optional task, EPS will identify factors affecting development feasibility along the West Shaw Corridor, with a focus on residential and mixed-use prototypes. EPS will use stakeholder interviews and market data (CoStar, Zillow) to define common building typologies aligned with submarket conditions, site characteristics, and the corridor vision. EPS will coordinate with City staff and stakeholders to select prototypes for financial analysis. EPS will develop site-level pro forma models to assess residual land value for each prototype. Assumptions will be based on developer interviews, market data, and construction cost sources. An interactive model will test density, land-use mix, parking, setbacks, fees, and other variables. EPS will summarize development criteria needed to achieve feasibility for each prototype.

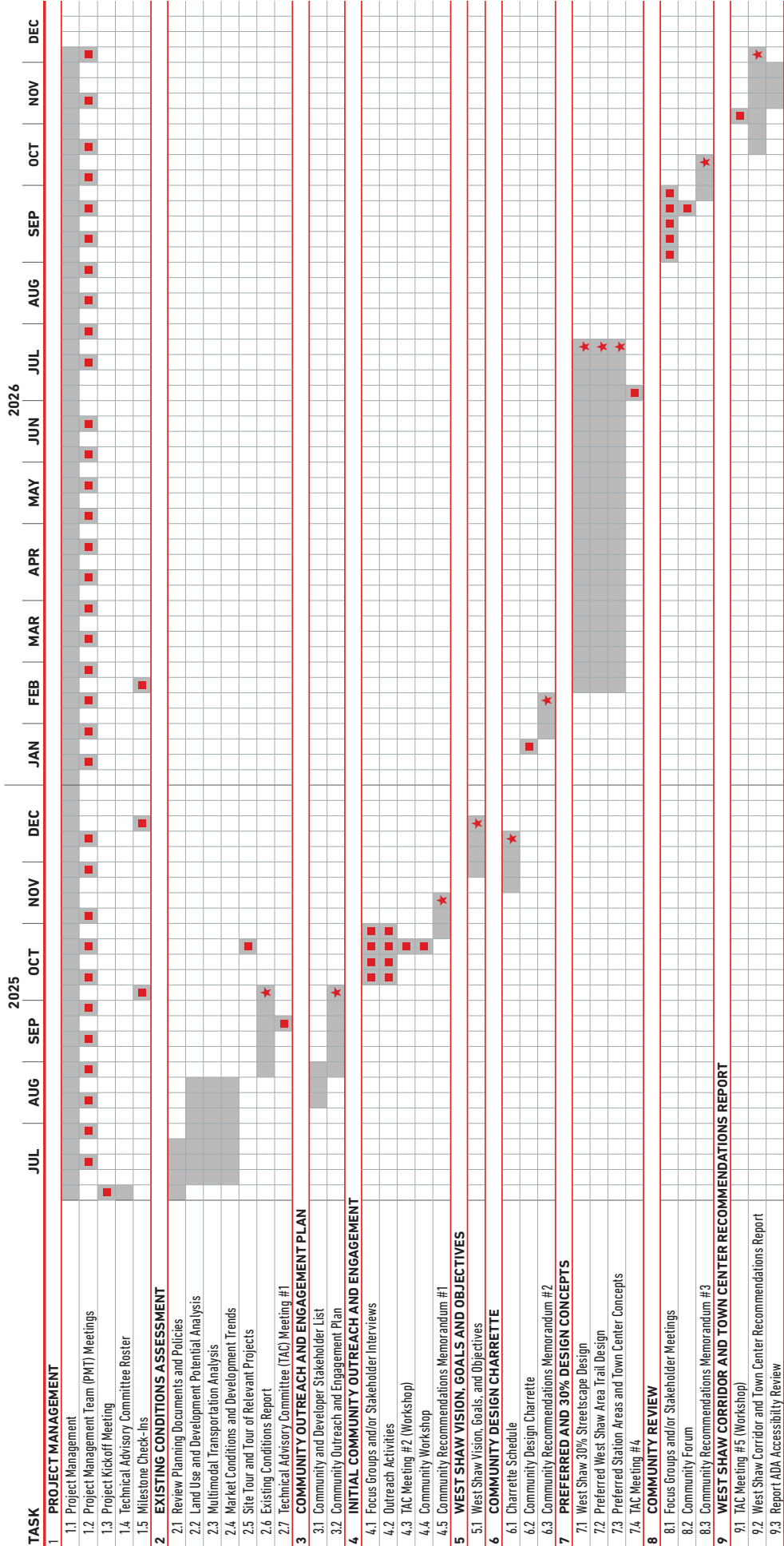


Concept created by Toole Design for the re-imagining of an interstate corridor in the Twin Cities region in Minnesota.

4. PROPOSED PROJECT TIMELINE

We have crafted the schedule below based on our best understanding of the City's needs and the project's intended outcomes. We have focused our work around a central Design Charrette (Task 6.2), which will maximize both efficiency and project momentum. We look forward to discussing this schedule with you and revising as necessary.

■ Meeting
★ Deliverable



5. COST

The following table shows Toole Design’s proposed budget for the West Shaw Corridor and Town Center Study. These costs represent our initial estimate of the necessary level of effort based on our understanding of the project and the City’s needs. That said, we are flexible and anticipate collaborating with the City of Fresno to refine our approach and fee allocation.

TASKS	FEE
1 Project Administration	\$42,347
2 Existing Conditions Assessment	\$69,714
3 Community Outreach and Engagement Plan	\$4,459
4 Initial Community Outreach and Engagement	\$41,071
5 West Shaw Vision, Goals and Objectives	\$2,725
6 Community Design Charrette	\$73,812
7 Preferred and 30% Design Concepts	\$82,939
8 Community Review	\$11,467
9 West Shaw Corridor and Town Center Recommendations Report	\$34,586
Reimbursable Expenses	\$36,880
TOTAL FEE	\$400,000
Optional: West Shaw Avenue Survey	\$35,000
Optional: Redevelopment Scenarios and Financial Feasibility	\$15,000

Cassie Scholtz, PE
Supervising Engineer
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This feasibility study analyzed the Fancher Creek corridor for a shared use path to link rural agricultural lands with new mixed-use development and an extension of Fresno's BRT line. The project's objectives were to 1) conduct a feasibility study of a six-mile-long creek/canal corridor for development as an urban trail, 2) develop concept plans and estimates that addressed state, county, city, and irrigation district requirements, and 3) position the city for future grant funding for final design.



Christine Costello, Housing and Economic Development Manager
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763.593.3983, ccostello@goldenvalleymn.gov

Toole Design partnered with Van Meter Williams Pollack (VMWP) to support the City of Golden Valley in creating a Streetscape and Wayfinding Framework that enhanced downtown character, circulation, and redevelopment potential. The project culminated in a Public Realm Design Guide featuring circulation plans, design standards, and a phased implementation roadmap based on a shared community vision for a vibrant, active downtown shared use path to link rural agricultural lands with new mixed-use development and an extension of Fresno's BRT line.



Emily Shively, Assistant Director of Community Development
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715.426.3437, eshively@rfcity.org

Toole Design partnered with VMWP to develop a series of conceptual sketch site plans for a key gateway area in River Falls, WI, serving as an entry point to downtown. The project team integrated stakeholder feedback, on-site observations, and ongoing coordination with city staff to create a range of design alternatives. Emphasis was placed on ensuring safe and efficient access and circulation, identifying economic redevelopment opportunities, and enhancing future open space and trail connections. Key land uses included vertical mixed-use development, affordable housing, the city library, and the relocation of a school.



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Planning and Development Department
Jennifer Clark, AICP, Director

**ADDENDUM NO. 1
REQUEST FOR QUALIFICATIONS
West Shaw TOD Corridor and Town Center Study
Request for Qualification Number: 12502219**

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above-entitled specification for the City of Fresno with a scheduled bid opening of **5:00 P.M., April 14, 2025.**

All changes and or clarification will appear in **bold underlined type.**

PLANS AND/OR SPECIFICATIONS

The following changes below will be a part of and subject to provisions of the project plans and/or specifications.

The bidder is responsible for recognizing changes to the Bid Proposal as called for on this addendum and shall submit a signed copy of Addendum No. 1 with the Bid Proposal.

1. Response to Submitted Written Bid Questions.

Question #1: Are there specific parcels or publicly owned sites already being evaluated for development opportunities?

Response: **There are several sites along Shaw Avenue that are currently vacant, but all under private ownership. The canal north of Shaw is under the jurisdiction of the Fresno Irrigation District. There is a development proposal within the TOD study area, however it is in early stages, as well as development proposals relating to HSR work.**

Question #2: Will coordination be needed with Caltrans for portions of West Shaw Avenue under their jurisdiction as part of this Study?

Response: **Yes, Caltrans should be consulted as the on-ramps and off-ramps on Shaw are within their jurisdiction.**

Question #3: Are there housing affordability goals that the Plan/market study should address for both rental and ownership?

Response: Many of the vacant sites are included in our Housing Element Sites inventory. Having a strong mix of market-rate and affordable rental and ownership opportunities would help the City reach its housing goals.

Question #4: Are any changes anticipated/should the study consider land use changes within the planned land uses identified in the West Area Neighborhood Specific Plan? (WANSP)

Response: Yes, the WANSP is anticipated to be considered by City Council later this summer. Should it be adopted, some of the land uses will change, however, the overall concept for the TOD town center will remain. The TOD study will not propose any new land uses.

Question #5: Will the City upload the attachments A-E referenced on page 14 as separate files in PlanetBids? (Grant application, standard city consultant agreement, certification for local preference, statement of acceptance of the indemnification)

Response: No, the attachments are reference only.

Question #6: In the legal documents section, proposers are asked to submit the Standard City Consultant Agreement along with their proposal. Is the intention for proposers to provide requested redline mark-ups of the agreement or to submit the pages as they were presented in the RFP files?

Response: The legal documents are for reference only. All legal documents are examples of final documents to be signed by the selected consultant. No legal documents need to be submitted with proposals at this time.

Question #7: In the legal documents section, should the acceptance of the indemnification and insurance requirements include both the prime consultant and any subconsultants or just the prime? Further, is there a form for this or is a written statement acceptable?

Response: The legal documents are for reference only. All legal documents are examples of final documents to be signed by the selected consultant. No legal documents need to be submitted with proposals at this time.

Question #8: In the legal documents section, should all members of the team (prime and subconsultants) complete the local preference certification if applicable?

Response: The legal documents are for reference only. All legal documents are examples of final documents to be signed by the selected consultant. No legal documents need to be submitted with proposals at this time.

Question #9: Should all members of the team (prime and subconsultants) complete the Exhibit C: Disclosure of Conflict of Interest form as part of the proposal?

Response: The legal documents are for reference only. All legal documents are examples of final documents to be signed by the selected consultant. No legal documents need to be submitted with proposals at this time.

Question #10: Can you please clarify the expected level of design expected for the Task 4 “multimodal streetscape designs” and the Task 5 “bike/pedestrian Class I trail designs?” Are these expected to be to a conceptual (~15%) level or a schematic (30%) level?

Response: 30% would be beneficial to encourage maximum potential and ensure readiness for Shaw widening through future grant opportunities.

Question #11: Task 6 in the ‘Scope of Work’ mentions “design standards” – are these expected to be adoptable, clear and objective design standards? Or are they design principles and/or recommendations that would inform the creation of adoptable, clear and objective design standards at a later date?

Response: We are comfortable with either level. Our team would anticipate needing to make refinements to match our local code and context. We'd like either the standards or recommendations to be specific to the area.

Question #12: Task 6 in the ‘Scope of Work’ asks for “feasible site plans... for diverse mixed use housing types, including affordable housing.” Does “feasible” in this case mean architecturally feasible (site plans that accommodate various building types, street types, and open space), or does the City expect development proformas that will demonstrate market feasibility?

Response: We are focused on market feasibility. The goal here would be to choose example sites to show realistic development potential.

Question #13: The ‘Study Components’ section of the RFP mentions “identification of specific public improvements, infrastructure needs” – does this pertain solely to roadway / transportation infrastructure, or is the City also looking to have a full assessment of stormwater and utility infrastructure as well?

Response: We are specifically focused on roadway and transportation infrastructure improvements.

Question #14: Are consultants that have been engaged to prepare the West Shaw TOD Specific Plan precluded from submitting proposals?

Response: Consultants who worked on the West Area Neighborhoods Specific Plan are not precluded and are welcome to submit a proposal.

Question #15: Will the City consider extending the deadline for the RFQ to enable consultants to prepare responsive proposals?

Response: Unfortunately, the deadline will not be extended.

Question #16: Are the page counts per section under Proposal Content Requirements *required*? In other words, are the qualifications strictly limited to 4 pages, or can these page counts between sections be changed as long as the proposal remains 20 pages?

Response: The Proposal Content Requirements are not strictly limited to 4 pages; however, we strongly recommend adhering as closely as possible to the page count guidelines.

Question #17: If we include covers, would these be considered part of the 20-page limit?

Response: No, covers will not be considered part of the 20-page limit.

Question #18: Will the City consider excluding the cost from the 20-page count of the proposal?

Response: No, the cost is included in the 20-page count. Please reference Page 8 of the RFQ.

Question #19: Page 9 of the RFQ mentions that work samples do not count as part of the page limit, but does not mention anything else about how many work samples they want included, what type of work samples, etc. Can the City please clarify their requirements around work samples?

Response: There is no requirement regarding how many work samples that a firm may provide, as long as it is within reason. Types of work samples that could be provided are previous planning and feasibility studies, urban designs and architectural renderings, community outreach and participation summaries, etc.

Question #20: Can we use the City's logo in our proposal?

Response: No, please refrain from using the City's logo for any proposals.

Question #21: Can you confirm that the Local Area Preference applies to this RFQ?

Response: Yes, Local Preference applies.

Question #21: Is there a format you need to evaluate cost? Are you looking for a detailed budget table, or something more general?

Response: For this RFQ, a more general analysis is preferred.

Question #22: In the scope outlined on Page 6 it mentions a Community Coordinator. Is that person or firm separate from the consultant scope of work, or would you like the proposer to include a Community Coordinator subconsultant?

Response: The statement pertains to a City staff member.

Question #23: The budget breakdown on page 9 lists \$20,000 for Outreach, etc. Is the intent of this to be a \$20,000 budget to fund EDCs and CBOs involvement in creating and implementing the outreach strategy and room costs or the entire outreach effort? Is the \$20,000 a suggested target or required minimum?

Response: The \$20,000 budget is suggested, and it's intent is to be used to fund outreach efforts with EDCs and CBOs.

Question #24: Is there a proposed alignment for a Class I trail system in the Study Area, or should the consultant propose a trail system alignment?

Response: The proposed trail system should be in alignment with the West Area Specific Plan (WANSP) and the Active Transportation Plan (ATP).

Question #25: Can you confirm there is flexibility to change the cost breakdown shown on page 9 of the RFQ (\$20K for outreach, \$380K for Study)?

Response: Yes, there is flexibility.

Question #26: Is there flexibility in the schedule of payments per year over the three years of the project as shown in the Project Revenue table in the Measure C TOD Program Application (Year1 at \$100K, Year 2 at \$200K, Year 3 at \$100K)?

Response: Yes, there is flexibility.

City of Fresno


Sophia Pagoulatos
Planning Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.



Signed: Jessica Fields, PE, AICP, Director of Operations, Western U.S.

Company: TDG Engineering, Inc.

This addendum is being distributed ONLINE. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date:
April 23, 2025
Bid File No. 12502219

STANDARD CONSULTANT AGREEMENT

Per Addendum #1 "No legal documents need to be submitted with proposals at this time."

STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS

Per Addendum #1 "No legal documents need to be submitted with proposals at this time."

LOCAL PREFERENCE CERTIFICATION

Toole Design is NOT claiming local preference. However, we will lead this project from our Oakland, CA office and our staff there have worked and traveled to Fresno for previous projects and are able to do so for the West Shaw TOD Corridor and Town Center Study as desired by the City. Our subconsultant URBAN Diversity Design (UDD) is based in Fresno.

DISCLOSURE OF CONFLICT OF INTEREST

Per Addendum #1 "No legal documents need to be submitted with proposals at this time."

However, Toole Design and its teaming partners, to the best of their knowledge have no real or perceived conflicts of interest.



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PROPOSED SCOPE AND BUDGET ADJUSTMENTS

To: Nadia Salinas, Project Manager, City of Fresno
From: Matthew Arnold, Western Planning Director, Toole Design
Cc: Sophia Pagoulatos, Planning Manager, City of Fresno
Casey Lauderdale, Supervising Planner, City of Fresno
Yamilex Nava, Planner II, City of Fresno
Maya Mubarak, Planner II, City of Fresno
Anjulie Palta, Project Planner II, Toole Design
Date: 20 May 2025
Project: West Shaw TOD Corridor and Town Center Study (Fresno, CA)
Re: Proposed Scope and Budget Adjustments

Based on our conversation with City staff on 5/12/25, we are proposing modest adjustments to our scope and budget to complete the **West Shaw TOD Corridor and Town Center Study** for the City of Fresno, as follows:

PROPOSED SCOPE ADJUSTMENTS

- **Development Feasibility Analysis.** In our initial proposal, we included Development Feasibility Analysis as an optional task over and above our base scope and fee. From our conversation with the City of 5/12, we understand that this work should be incorporated into the base scope. To complete both this work and the related Market Analysis, we are proposing to substitute ECONorthwest as our market / real estate economist. We propose that, in Task 7.3, ECONorthwest leverage the Task 2.4 Market Analysis and combined market intelligence gained through previous research, developer interviews, understanding of site characteristics, construction costs, cost of capital, and initial prototypes to create a site-level development feasibility *pro forma*. ECONorthwest's *pro forma* model would test up to three (3) concepts to determine a use mix that optimizes residual land value in the context of community and stakeholder input.
- **Additional Scope Adjustments.** In order to accommodate the above Development Feasibility work, we propose the following adjustments to deliverables and meeting attendance:
 - The Task 2 Existing Conditions Report will be delivered as a "Summary Deck," allowing us to provide stakeholders, the City, and the community with key and relevant findings in a more efficient manner. Similarly, the three Community Recommendations Memoranda may be delivered as "Summary Decks" as well.
 - The Task 8 Focus Groups / Stakeholder meetings will be removed in favor of a single, CBO-supported Community Forum.
 - Consultant team attendance will be scaled back for several meetings.
 - The City will take the lead on project branding and manage any printing required for meetings and events.

REVISED BUDGET PROPOSAL

In accordance with the above scope adjustments, we have reallocated the project budget as follows (keeping the overall fee proposal within the limit of available funds):

TASK 1 PROJECT ADMINISTRATION	\$38,697
TASK 2 EXISTING CONDITIONS ASSESSMENT	\$68,178
TASK 3 COMMUNITY OUTREACH & ENGAGEMENT PLAN	\$4,459
TASK 4 INITIAL COMMUNITY OUTREACH & ENGAGEMENT	\$39,721
TASK 5 WEST SHAW VISION, GOALS & OBJECTIVES	\$2,725
TASK 6 COMMUNITY DESIGN CHARRETTE	\$73,498
TASK 7 PREFERRED & 30% DESIGN CONCEPTS	\$93,401
TASK 8 COMMUNITY REVIEW	\$11,017
TASK 9 WEST SHAW CORRIDOR & TOWN CENTER RECOMMENDATIONS REPORT	\$34,006
REIMBURSABLE EXPENSES (including CBO/EDC funding)	\$34,298
<hr/>	
TOTAL PROPOSED FEE	\$400,000

Please contact me directly if you have any questions or concerns: marnold@tooledesign.com, 503.205.4607x169.