

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

THIS AGREEMENT is made and entered into effective the 31st day of July, 2014, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and AECOM Technical Services, a California Corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional consulting services for the preparation of the High Speed Rail Station Area Master Plan, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a comprehensive planning and technical support 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, 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 CITY by its Development and Resource Management Director (hereinafter referred to as "Administrator") or his/her 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. CONSULTANT shall perform to the satisfaction of 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 June 30, 2016, subject to any earlier termination in accordance with this Agreement. The services of 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) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$966,068, 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. 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 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. 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 CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) 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, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. 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 CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, 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 CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault

or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. 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 CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of 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 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 CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, 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 CONSULTANT represents to CITY that 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, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, 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 and litigation expenses) 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, 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 CITY'S Risk Manager or his/her designee at any time and in his/her 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 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, CONSULTANT or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by 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 CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify 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 CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an

executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, 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, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) 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 CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. 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, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by 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.

(d) 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.

(e) Neither CONSULTANT, nor any of 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. 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, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event 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, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact 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.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to 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 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 CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, 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 CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to 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, 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, CONSULTANT agrees as follows:

(a) 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) 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. 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 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of 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) 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 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 CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, 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, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that 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 CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. 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, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of 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 CITY employment benefits, entitlements, programs and/or funds offered employees of 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, CONSULTANT may be providing services to others unrelated to 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 CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and 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 CITY and CONSULTANT.

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: _____
Jennifer K. Clark, AICP
Director
Development Department

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

No signature of City Attorney required.
Standard Document #ALL-S 3.1 has been
used without modification, as certified by
the undersigned.

By: _____
Bonique Emerson, AICP
Supervising Planner

Addresses:

CITY:
City of Fresno
Attention: Bonique Emerson,
Development and Resource Management
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8024
FAX: (559) 559-498-1026

Attachments:

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

AECOM Technical Services,
a California Corporation

By: _____
Name: James de la Loza
Title: Senior Vice President
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____

Name: _____

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

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

CONSULTANT:
AECOM Technical Services
Attention: Nancy Micali,
Associate Vice President
515 S. Fowler Street, 4th Floor
Los Angeles, CA 90071
Phone: 213-593-7700
FAX: 213-593-7715

Exhibit A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno ("City")
and AECOM Technical Services, Inc. ("Consultant")**

City of Fresno High Speed Rail Station Area Master Plan
PROJECT TITLE

See attached

SCHEDULE OF FEES AND EXPENSES

See attached

Exhibit A

CITY OF FRESNO HIGH SPEED RAIL STATION AREA MASTER PLAN SCOPE OF WORK

TASK 1 CONTRACT MANAGEMENT, DEVELOPMENT OF IMPLEMENTATION DOCUMENTS

Nancy Michali will serve as Project Manager (PM) and will direct the overall project and serve as the primary point of contact for the client team. She will lead the consultant team, working closely with the leaders of each key discipline — transportation, architecture, economics, and outreach — supporting the overall master planning effort and ensuring development of a successful station area master plan. Gaurav Srivastava will work closely with Nancy as the Deputy PM and will support her on all aspects of project management and team collaboration. As the Deputy PM, Gaurav will provide budgetary tracking, invoice review and processing, preparation and review of progress reports, and advocacy for the City of Fresno to ensure delivery on the primary project objectives.

The Project Implementation Plan (PIP) is the cornerstone of the project management, defining a common understanding of project organization, detailed work scope, and budget in each stage. It will include the project schedule and establish the Contract Deliverables Requirements List (CDRL) as the basis for status reporting and invoice preparation. The consultant will submit a draft PIP to the City PM within 14 days after issuance of the NTP. The PIP will include the following project management tools to ensure the smooth delivery of the master plan on time and within budget:

- *Project schedule creation and maintenance;*
- *Project budget schedule and invoicing* – discussed in Task 5/Quarterly Reporting;
- *Computerized project folder* – a project web site will be established for access by authorized team members and by the City and will be a key component in the ability to coordinate and manage work at multiple locations. It will enable real-time information sharing and access to a uniform and up-to-date set of project information, plans, and project/task documentation. The project folder will set up on the project web site and maintained by the consultant team.
- *Project-specific quality control procedures* – including City guidance and protocols on document preparation.

The successful completion of the Fresno HSR station area master plan will be based on close communication and coordination between the City and consultant team project managers. Weekly calls will be used to provide regular updates on project status, including deliverables and budget reports, identify and to discuss upcoming project efforts/actions and discuss/resolve any project issues and concerns. In addition to weekly conference calls to talk and coordinate the study effort, Nancy and Gaurav will be available to the City PM as needed.

Task 1.a Project Initiation Kick-Off Meeting and Coordination

The project will be initiated with a kick-off meeting akin to a “partnering session” which will provide the foundation for the 9-12 month study effort. This meeting will provide an opportunity for all members within the City, the CAHSR team, and the consultant team to share their goals and aspirations for the project, along with their concerns, and get to know their colleagues. It will also be used to clarify roles and responsibilities, and reaffirm the project purpose, schedule and anticipated deliverables. The meeting location, agenda, participants, and other meeting elements will be developed by the consultant team working closely with the City PM.

Deliverables:

- Project Implementation Plan and Tools, including Project Schedule, Project Team website and Computerized Project Folder; and Project Quality Control Procedures.

Task 1.b Staff Coordination Monthly Meetings

Development of the HSR station area master plan will require on-going, strong communication with and involvement of: City staff, the California High-Speed Rail Authority (CHSRA) board and staff, elected officials/key stakeholders, and within the consultant team itself.

- *City team* – Monthly in-person meetings in Fresno with key members of the City team will serve to identify and resolve key issues, review and evaluate the status of the work, and discuss elected official/stakeholder involvement. The consultant team will be available for a two to three day in-town period for these in-person management meetings as well as any follow-on meetings with elected officials and with community stakeholders. In addition, this in-town period will allow consultant team members to be available as needed for face-to-face collaboration with key project city staff as identified by the City PM, including the Development and Resource Management Department, Public Works, Public Utilities, fire, police, and Fresno Area Transit (FAX). The consultant team PM will work with the City PM to develop agendas, required meeting materials, and other needs to ensure successful meetings.
- *CHSRA* – An approach for engaging with the CHSRA board members and staff will be developed with the City PM and the consultant team beyond the annual CHSRA board meeting discussed in *Task 3/Annual Meetings* and the CHSRA staff as discussed in *Task 4/Meetings with the CHSRA*.
- *Elected officials/stakeholders* – An approach for engaging with elected officials and stakeholders is addressed in *Task 2/Public Outreach Communication*, along with other including the County, Fresno County of Governments (COG), the airports, and other to be identified.
- *Consultant team* – The consultant team PM will schedule and conduct bi-weekly team meetings, or more often as required, to communicate City directions and needs, discuss progress and next steps, identify challenges and possible solutions, and other project requirements. Proactive planning, communication of project needs, and good execution will help make this a successful process and bring the best expertise/ideas from the consultant team.

Deliverables:

- Project Initiation Kick-off Meeting, including preparation, participation, and meeting materials.

- Weekly City-Consultant Team PM call; monthly in-person City-Consultant Team coordination meetings; and bi-weekly consultant team meetings.

TASK 2 PUBLIC OUTREACH COMMUNICATION

AECOM's in-house outreach team, led by Jessica Sisco, will provide all strategy, oversight, and coordination of outreach and stakeholder engagement efforts. She will be supported by staff at VAST and JSA (their supporting roles are described in the sub-tasks below). The leadership roles for each sub-task reside with AECOM and are not explicitly called out below.

The outreach and engagement program will be built on organized and proactive contact with key stakeholders, elected and appointed officials, neighborhood council members, residents, community and business leaders, any individual or organization with a vested interest in the future of Fresno's downtown urban core. This community outreach effort has several clear objectives. It will:

- Maximize input from a broad range of stakeholders.
- Empower residents, business and community leaders to participate.
- Reinforce that the community and stakeholders are included in the decision-making in a meaningful way.
- Create a forum for community generation of ideas, alternatives and mitigation measures.
- Build trust and consensus around the Master Plan by ensuring confidence, credibility and transparency in decision-making.

Public Participation Strategy Memo

Following a working session with the City to identify goals for the community/public involvement process, the consultant outreach team will prepare a *Public Participation Strategy Memo* that succinctly summarizes program objectives, outreach components, and schedule. The roles and responsibilities of all consultant team members will be articulated in the memo as well. The *Public Participation Strategy Memo* will be used as a guide for implementation of the public participation program for the duration of the project.

Deliverables:

- Draft and final Public Participation Strategy Memo (electronic file), including a stakeholder analysis.

JSA Role:

- Participation of two (2) senior leaders in a half-day working session to support development of the public participation strategy, including stakeholder analysis.

VAST Role:

- Ed Graveline will participate in a half-day working session to support development of the public participation strategy, including stakeholder analysis.

Project Branding

Shortly after project kick off, the consultant team will include a project branding session as an agenda item during a working session meeting with the City. During the branding session, two graphic branding options will be presented to elicit feedback and direction from the City team. The final project branding will reflect City input and will be used to create a consistent project identity in all project communications and outreach. For example, the project branding will be used in the creation of presentations, boards, fact sheets, etc.

Deliverables:

- Two (2) draft project branding concepts.
- Final project branding (electronic file).

JSA Role:

- Participation in half-day branding session with City and AECOM.
- Two (2) draft project branding concepts.
- Final project branding (electronic file).

Task 2.a Presentations for Public Meetings

Community Workshops

The project outreach program will include the following three community workshops:

- *Analysis/Visioning Workshop* – to be held at the end of Phase 1. The purpose of this workshop is to introduce the project, and to gather input on immediate issues and long-term aspirations.
- *Alternatives Workshop* – to be held at the end of Phase 2. The purpose of this workshop is to gather feedback on draft alternatives.
- *Final Plan & Implementation Workshop* – to be held in the middle of Phase 3. The purpose of this workshop is to gather feedback on the implementation of key plan elements.

The workshop format will be determined in consultation with the City in advance of the workshops. However, they will likely include breakout discussion groups and/or several topic stations. Each group or station will be led by a senior facilitator and a support person to take discussion notes. The City will handle workshop facilities and fees, as well as provide tables and chairs, and refreshments. Facilities should be located within the study area and should be able to accommodate 100 people.

Deliverables:

- Three (3) Community Workshops.
- Draft and final workshop format and logistics plan for each of the three rounds of workshops.
- Bilingual (English-Spanish) workshop materials (agenda, presentation, boards/illustrations, hand-outs, comment cards, etc.).
- Draft and final summary memos for each workshop (electronic files).
- At least one Spanish-speaking facilitator available at each workshop.

JSA Role:

- Provide at least one senior lead and one support person for each Community Workshop (bilingual staff person, if available).
- Draft brief workshop summary memorandum for internal use by the City and consultant team, including key stakeholders in attendance, key discussion topics, and suggested follow-up with attendees, etc.

VAST Role:

- Provide at least one senior lead and one support person for each Community Workshop (bilingual staff person, if available).
- Draft brief workshop summary memorandum for internal use by the City and the consultant team, including key stakeholders in attendance, key discussion topics, and suggested follow-up with attendees, etc.

Project Exhibition/Open House

The consultant team will prepare display materials for an exhibit of their work-in-process, including models and other work products. A publicly visible and accessible space will be identified with and secured by the City, including any associated fees, to display the project materials. It is anticipated that the Project Exhibition will serve as a valuable tool to generate excitement in the community. The Project Exhibition will coincide, roughly, with the Alternatives Workshop, and will include displays directing passersby to the project website for more information and/or to provide input. The consultant team has successfully used empty storefronts on other, similar projects, and for this effort an empty storefront on Fulton Mall could be considered for suitability.

Deliverables:

- Display materials and set-up of Project Exhibition.

Walking Tours and Video Diaries

Given the broad nature of the Fresno study area, the consultant team will conduct key site specific walking tours that lead participants into areas that they usually do not visit. While the eye-opening, sense of discovery these tours engender is a win itself we encourage participants to document their experience on video. These video diaries empower participants to add their voices to the community narrative that underlies all successful visions. The City role would be to coordinate with community organizations, schools, and other stakeholder groups to encourage completion of walking tours, and to distribute walking tour guide documents to encourage participation.

The consultant team will give each tour group a walking tour guide and ask one or more volunteers to narrate and film the tour. Participants can submit their videos for posting on the website. Videos may also be shown at community workshops or other venues, if appropriate. Completion of the walking tours is strongly encouraged in advance of the first community workshop so that participants come to workshops with issues fresh in their minds.

Deliverables:

- Three (3) walking tour guide documents (two-pages in length with a map and guiding tour questions).

Street Interviews

The consultant team is extremely cognizant of the need to hold multiple workshops at multiple time slots to give community members options for attendance, but we also recognize that not everyone is able to attend meetings. To fill this outreach gap, the consultant team will utilize street interviews to effectively engage occasional visitors, business owners, street vendors, and other members of the community that may be outside the orbit or typical outreach activities. The consultant team will conduct street interviews at the following local Fresno events:

- Fresno Grizzlies baseball games at Chukchansi Park (1-3 games during the first study phase to be identified with the City);
- During the weekday around Fresno Convention Center, Fresno County Plaza; and
- Along the Fulton Mall.

The budget assumes that street interviews will coincide with team meetings in Fresno; separate trips to Fresno will not be made to conduct the street interviews.

Deliverables:

- One (1) four (4)-hour weekday street interview effort.
- Two (2) consultant team members will conduct interviews (at least one Spanish-speaking facilitator will be present).
- Draft and final Discussion Guide (one-page).

Targeted Stakeholder Coordination

The consultant team will coordinate with key stakeholders (individuals, such as elected officials, or groups) at key points in the process. Through a stakeholder analysis prepared shortly after project kick off, the team will identify the key stakeholders and means of communication in the draft *Public Participation Strategy Memo*. The purpose of the meetings will be to provide an overview of the project, highlight any key project updates or resources, and encourage participation in community outreach activities, such as workshops, etc.

The City will coordinate with community organizations, schools, and other stakeholder groups to encourage completion of walking tours; and distribute walking tour guide documents to encourage participation.

Deliverables:

- Up to 12 meetings with key stakeholders, elected officials, and/or others over the course of the project.

JSA Role:

- Attend 12 meetings regarding communication/messaging of project.

VAST Role:

- As requested by the City and/or the consultant team lead, Ed Graveline to attend 12 meetings with parties such as elected officials and/or business stakeholder groups.
- As requested by the City and/or the consultant team lead, Kekoa Anderson to attend 12 City/Agency meetings.

City Council Presentation

Working with City staff, the consultant team will prepare and make one presentation to the City Council prior to the finalization of the vision document. Preceding the City Council presentation, there will be an internal staff work session to enable all project team members to fully understand the recommendations and make appropriate modifications as agreed to with the City.

Deliverables:

- Draft and final City Council presentation materials, including a PowerPoint presentation, presentation boards, handouts, and other materials as identified with the City.

Task 2.b Materials and Website**Fact Sheets**

At key points during each project phase, the consultant team will develop a fact sheet that will be suitable for digital distribution. These fact sheets will contain critical project information, outline the opportunities for public involvement, and provide an update on project progress based on the current phase. Topics for each fact sheet will be identified in the *Public Outreach Strategy Memo*. Design of the fact sheets will be consistent with the project branding, and will utilize graphics to convey complex information. These fact sheets will be developed in both Spanish and English.

Deliverables:

- Three (3) project fact sheets.
- Draft and final files (electronic files).

Project Webpage

The consultant team will provide layout and graphic design support for the project webpage. The website design will incorporate the graphic branding for the project. The team will also provide draft webpage content to the City for review and comment. We will also create customized "website cards," which are the size of a business card and have the project URL as well as a QR code, for handing out at meetings, workshops, and events to generate website hits. The webpage will be used to post fact sheets, working documents, maps and development illustrations, and other kinds of project information. The website will be hosted on the City's servers and the consultant team will have admin rights.

Deliverables:

- Draft and final layout and graphic design for webpage.
- Webcards (5,000).
- Draft webpage content (including content updates, as needed, for a maximum of 12).
- Launch and administration of project webpage on City's server.

JSA Role:

- Draft and final layout and graphic design for webpage.
- Draft webpage content (including content updates, as needed, for a maximum of 12). (AECOM to provide draft points related to project updates, technical products, and other related information that should be incorporated into webpage content.)

Media and Messaging

The consultant team will develop messaging for the project. As part of this process, the team will periodically coordinate, under City direction, with California High-Speed Rail Authority (CHSRA) staff to ensure that all HSR-related information is accurate and up-to-date. The consultant team will also undertake media relations shortly after project kick-off, and in advance of each community workshop. Project press releases will be adapted to make them appropriate for posting on social media pages of various departments and organizations, such as the Fresno's Office of the City Manager Facebook page and the Downtown Fresno Partnership Facebook page.

Deliverables:

- One-page messaging sheet for distribution to City and consultant team shortly after kick-off meeting.
- Up to six (6) press releases (to coincide with project updates, workshops, etc.).
- Social Media Posts (up to 25 over the course of the project) provided to the City for distribution.
- The City will distribute Social Media Posts to partner and stakeholder organizations.

JSA Role:

- One-page messaging sheet.
- Up to six (6) press releases. (Consultant team to provide draft points related to project updates, technical products and other related information that should be incorporated into press releases.)
- Up to 25 social media posts. (Consultant team to provide draft points related to project updates, technical products and other related information that should be incorporated into press releases.)

Spanish Translation

As discussed above, workshop materials will be produced in English and Spanish.

Deliverables:

- Workshop materials identified above will be produced in English and Spanish (agenda, presentation, boards/illustrations, hand-outs, comment cards, fact sheets, etc.)

VAST Role:

- Spanish translation of workshop materials.

TASK 3 ANNUAL CHSRA MEETINGS

The consultant team will support the City in successfully coordinating with and representing the Fresno HSR station area Master Plan effort at the annual meetings of the California High-Speed Rail Authority (CHSRA).

Subtask 3.1 Attend Annual CHSRA Meeting in Sacramento 2015

If needed, the consultant team PM or a representative will accompany the City's PM in attending the CHSRA annual 2015 meeting in Sacramento. Additional consultant team member attendance is not covered in this scope and will be agreed upon prior to the meetings. The consultant team will provide necessary project materials suitable for successfully conveying the project to the CHSRA Board and other attendees.

Subtask 3.2 Attend Annual CHSRA Meeting in Sacramento 2016

Consultant team is not scoped to attend this meeting.

Deliverables:

- As needed consultant team attendance and provision of necessary project materials for the annual CHSRA meeting in 2015.

TASK 4 MEETINGS WITH THE CHSRA

The consultant team will support the City in successfully coordinating with and representing the Fresno HSR station area Master Plan effort with quarterly meetings with the California High-Speed Rail Authority (CHSRA) staff.

Task 4.1 Attend Quarterly CHSRA Staff Meetings in Sacramento

The consultant team PM or a representative will accompany and support the City's PM in attending quarterly meetings with CHSRA staff in Sacramento. The consultant team will provide necessary project materials suitable for successfully conveying the project efforts and status to CHSRA staff.

Deliverables:

- Consultant team's representative attendance and provision of necessary project materials for quarterly CHSRA staff meetings.

TASK 5 QUARTERLY REPORTING

The consultant team will prepare and submit quarterly progress reports and invoices to the City PM. The format for both the progress reports and invoices will be developed in agreement with the City PM to meet their quarterly reporting requirements. The progress report could include the following: summary or overview of work status; progress narrative and description of the tasks started, underway, or completed; project schedule and schedule tracking narrative describing the percentage of each task/deliverable completed; summary report of costs incurred per task/deliverable; schedule and schedule tracking narrative; project management issues, including status and action items, and any

proposed corrective actions if necessary; and a quarterly (90-day) look-ahead. A projected payment schedule will be developed as part of this process and to provide a basis to monitor budget status.

Deliverables:

- Quarterly progress reports and invoices based on payment schedule.

TASK 6 DELIVERY OF FINAL PLANS

Task 6b Delivery of Station Area Plans

The Station Area is defined in the RFP as “the approximately 10-minute walk shed area around the HSR station pedestrian entrances encompass(ing) a ½-mile radius”. This will be the primary area of focus for this effort. In partnership with the City, the consultant team will analyze and consider additional areas, which may lie outside this radius, but will symbiotically benefit from inclusion in the station study area.

As proposed by the consultant team, the Fresno HSR station area master plan will be developed through a three-part process: 1 - Analysis and Visioning, 2 - Alternatives, and 3 - Final Plan and Implementation Strategy.

Phase 1 Analysis and Visioning

Master plans can be both pragmatic and visionary only if their analytical underpinnings are sound. In Phase 1, the consultant team will devote the work effort toward rigorous research and analysis. This will provide a thorough understanding of what exists both in the physical urban fabric and in the expectations of the community and its stakeholders. This initial period will not conclude with a long listing of observations, but rather, efforts in this phase will end with a clear set of design, sustainability, planning, and economic development principles that the City and community can agree and act upon in developing and evaluating the planning scenarios created in the later phases of the project. To support this desired end, the consultant team will engage in a thorough and meaningful dialogue with relevant stakeholders and the community-at-large.

Phase 1 effort will allow all participants the time required to thoroughly understand the study area, its constraints and opportunities, and to develop a firm understanding and agreement of the guiding principles. Phase 1 efforts will conclude with a Visioning Workshop (described below in detail in Task 2). At this workshop, the consultant team will validate the project team’s analysis and understanding of:

- Community’s broad aspirations for the future of downtown Fresno and its relationship with high speed rail.
- Development opportunities west of the CHSR station to benefit West Fresno neighborhoods.
- Specific development issues, constraints and requirements of the proposed DNCP, FCSP, and DDC, and any other applicable plans.
- Standards and codes related to master plan provisions, with recommended amendments to these plans as required.
- Any boundary revisions to the suggested station area as appropriate to accommodate relevant resources within Downtown Fresno.
- Existing utility and infrastructure capacities.

Phase 2 Alternatives

During the Alternatives phase, the consultant team, in consultation with the City and community, will develop two to three (2-3) future master plan scenarios for the Downtown and HSR station area redevelopment, which then will be measured and evaluated on how they address and perform against the guiding principles and sustainability goals established in Phase 1. The development of scenarios will be an iterative process based on engaging the community and stakeholders at workshops and charrettes.

The consultant team will develop three-dimensional models depicting the proposed Station Area development. These models will include both electronic 3-D imagery as well as a physical model (at a suitable scale determined after the study area boundaries have been established). The physical model will be a sketch cardboard model to be used primarily as an internal design tool and, if appropriate, as a discussion tool at public workshops. It is not intended to be a presentation-quality model of the final plan. Both digital and physical models will include massing of existing structures; massing of proposed new development sites; streets and public spaces; and phasing strategies. The consultant team will make use of and build upon information provided in the proposed FCSP and DDC for both digital and physical models. The team will also develop several visual simulations of future development scenarios in 3-D sketch models and/or 2-D sketches. These models and sketches will be effective in public communications throughout the public engagement process.

An Alternatives Workshop (described in *Task 2/Public Outreach Communication*) will mark the culmination of this phase. At this workshop, stakeholders and community members will have the opportunity to review, critique, and express preferences for ideas presented by the consultant team. The goal of the workshop will be to identify the preferred alternative that the community and stakeholders would like to move forward with – for both the Downtown as a whole and the HSR Station.

Phase 3 Final Plan and Implementation Strategy

In the final phase of the development of the master plan, the consultant team will refine the preferred plan(s) that emerges from Phase 2 based on feedback received from the community and stakeholders, direction from the City, and input from parallel technical studies (*Task 7/Development of Market and Financing Plans* in particular), and will develop the plan(s) in greater detail.

As part of this phase of the study, the proposed plan will undergo review by our panel of *Strategic Advisors* group composed of independent experts, reputed in their respective fields (economics, redevelopment, and implementation of HSR station plans). They will assist the project team in testing and validating principles, and evaluating the conformance of the plan with City and community goals.

A central element of the study area is the Fulton Street Mall. Applying a ‘pedestrian first’ philosophy, the consultant team will seek to maximize the walkability, development density, and public open space amenities to revitalize the downtown. The team’s retail expert will lead an effort to focus on immediate opportunities to develop a robust dialogue with existing businesses (most importantly with local street level retail tenants) and amplify Fresno’s existing Downtown retail offerings uniquely tailored to the needs of the next generation of growth.

Although much of the proposed land use within the master plan footprint may conform to existing zoning descriptions, some rezoning will likely be recommended to accommodate new planned uses. The consultant team will identify existing land use activities, land ownership and planned land uses, as defined by applicable land use planning documents, in the potentially affected area. Land use compatibility from the proposed master plan will be determined by comparing the proposed use to the existing and planned uses with the recommended master plan footprint and reconcile these with current and proposed zoning and/or special districts.

The consultant team will review the proposed DDC, as it pertains to the station area, and make any modifications or recommendations necessary to enhance the proposed master plan, ensure consistency with existing planning efforts (DNCP, FCSP, General Plan Update, etc.) and/or recommend changes.

The consultant team will also analyze infrastructure gaps and make recommendations for improvement and expansion. As infrastructure and development components are likely to be built at different times by different parties, the consultant team will employ two strategic objectives in this effort.

One: organize the Master Plan components such that economically ripe development does not find itself physically hostage to infrastructure components not yet funded and ready to build. **Two:** develop a strategy for phasing district infrastructure that best manages timing and risk. This will be coordinated with and build upon the recommendations developed through the City's efforts, including the Downtown Community Plan and the Fulton Corridor Specific Plan. While the rail station and some of its required parking would be built up-front, the "district infrastructure"— streets, sidewalks, open space, amenities, lighting, wayfinding, stormwater, utilities — is a more complex matter, with quite different needs on the north side of the station, the south side, and immediately along the alignment.

At one extreme, the City or joint entity could minimize risk if the infrastructure costs associated with a given parcel were transferred to the corresponding end-use developer; however, this might weaken developer interest and hamper the perception that the station district is "taking off".

At the other extreme, the City or joint entity could build major packages of district infrastructure up-front; however, this would require the financial means to do so prior to the receipt of development revenues. In the case of high-priority investments identified in the Fulton Corridor Specific Plan, such an approach may be warranted, if fundable.

To the degree feasible, infrastructure components should be built in a sequence that roughly tracks the flow of development, focusing on (and anticipating) sites that are most ripe for market-driven investment.

The Final Station Area Plan will address the physical planning framework for transit, infrastructure, and development; an organizational model that assigns responsibility for design, construction, and operation of the various components; a phasing strategy for public infrastructure that recognizes and seeks to influence market-driven development decisions; a parking strategy that supports all other aspects of implementation; and a strategy for funding and financing the master plan's public components, through external sources as well as value capture.

Deliverables:

- Final Station Area Plan (will include development plan, public realm plan, phasing plan, connectivity plan, infrastructure improvement plan and related items).

TASK 7 DEVELOPMENT OF MARKET AND FINANCING PLANS

In support of the development of the Fresno HSR station area master plan, the consultant team will prepare an Implementation Plan that marries private imperatives with public objectives, and which furthers the physical design and regulatory components of the Master Plan. The focus will be on facilitating transactions and feasibility, in the near, mid, and long terms, and timing public investments with resources over time. The team will conduct several of the economic tasks concurrently, expediting the planning process.

The resulting Implementation Plan will include an integrated set of timeframes, cost estimates, funding mechanisms, and phasing plans. It must address the physical planning framework for transit, infrastructure, and development; an organizational model that assigns responsibility for design, construction, and operation of the various components; a phasing strategy for public infrastructure that recognizes and seeks to influence market-driven development decisions; a parking strategy that supports all other aspects of implementation; and a strategy for funding and financing the master plan's public components.

Development of the Implementation Plan will include review of the proposed DDC and recommended modifications, if any. As part of that review, the team will "ground-truth" the draft code and suggest modifications through pro-forma analysis to determine if the draft code, and the land use policies on which it's based is feasible to attract debt and equity investment to develop today and in the future based on reasonable assumptions of value enhancements due to public investments and changes in market conditions.

The Implementation Plan will be the culmination of the recommendations in the Economic Opportunity Analysis, the Real Estate Development Strategy, and the Financing Strategy discussed below, the Physical Plan components of the master plan, and the regulatory recommendations. Working closely with City staff, the team will develop policy and strategy recommendations for the City to implement to ensure that the HSR station area development maximizes the potential to achieve its economic development goals. These recommendations may include land use policies; strategies to strengthen the partnerships between the City and local, regional, and state partners, including businesses, industry groups, colleges, universities, major employers, workforce boards, nonprofits, and others; and strategies for attracting and retaining small, local, and disadvantaged businesses in the study area. The Implementation Plan will identify the following for each plan goal:

- Objectives;
- Actions;
- Responsible Parties;
- Financing Methods;
- Implementation timeframe; and
- Monitoring Measurements.

The Implementation Plan will guide project component implementation over time. It should be reviewed annually, possibly in a public hearing, to ensure follow-through and accountability, and to allow for adjustments as conditions change. The Implementation Plan will include actions that are policy, regulatory, and investments, and will be public or private, or a combination. The Plan will identify the priority of actions and which need to precede others, or require prerequisite conditions. Once the consultant team reviews the existing plans and policies, and recommends new or revised policies and incentives, we will analyze the fiscal impacts of each recommendation. We will examine the costs from a budgetary perspective, projecting the amount that a policy or incentive would cost the City compared to the increase sales tax and/or property tax revenues the City would receive. The analysis will include the City costs related to providing staff to administer the policy. The draft Implementation Element will be reviewed carefully with City staff, elected officials, and stakeholders and incorporate feedback before it becomes final.

Task 7a Develop Market Feasibility Analysis

Subtask 7a.1 Regional Economic Opportunity Analysis

Building on previous work for the Fulton Corridor Specific Plan and the EPA technical assistance work, the consultant team will estimate the potential economic benefits of the HSR station. This will include an estimate of real estate demand potential (housing and commercial uses), economic development opportunities, likely fiscal impacts, and other potential economic impacts. This analysis will include the following efforts:

- Estimate the order of magnitude of total development potential in downtown Fresno for housing and commercial land uses.
- Interview representatives of City staff, regional economic development agencies, key employers, developers, property owners, brokers, and other stakeholders to understand competitive advantages and disadvantages of the station area for economic development.
- Identify barriers to transformation based on the outcome of the interviews and market analysis, qualitatively identify barriers to economic development including infrastructure deficiencies, physical conditions, socioeconomic factors, local policy constraints on development, and other factors.
- Analyze the City's existing economic base, focusing on sectors that already have agglomerated downtown (government and legal firms), businesses that have been previously targeted for downtown revitalization (such as medical and research institutions), and creative or knowledge-based sectors that have a demonstrated propensity to be located near transit based on national research. Following this analysis, identify the most likely prospects for attraction and retention in the HSR station area in the short and long term.
- Based on the market demand estimate and other economic analysis in previous tasks, work closely with City staff to develop up to three (3) scenarios for the station area development.

Economic impact analysis – To the extent possible given data availability, the consultant team will quantitatively estimate other potential economic impacts to the City for each scenario, such as the number of jobs generated by each scenario; likely average wages generated from new jobs; return on investment for the city; and other metrics of economic benefits. We will also qualitatively assess the

implications of the station area revitalization on the City's overall economic development objectives, including supporting existing businesses and employing residents of downtown neighborhoods.

Fiscal impact analysis – For each of the land use scenarios prepared in the previous task, we will build a static fiscal impact model to measure the costs and revenues for the City's General Fund. This will include the following subtasks:

- Development of assumptions for analysis – The team will collect current fiscal and demographic data for Fresno, including the City's budget for the most recent fiscal years, and additional tax and revenue information such as sales tax and property tax rates. We will incorporate the demographic and market information collected to inform the key assumptions.
- Analysis of ongoing revenues to the City – The team will estimate major revenues generated from the scenarios, including property tax, transfer tax, vehicle license fees, and sales tax.
- Analysis of ongoing costs to the City – The team will calculate the additional general fund costs generated from providing municipal services to the new development for each scenario. To assess costs, we will conduct interviews with the heads of key city departments (including Fire, Police, Parks, and Public Works). To the extent possible, marginal costs will be calculated, unless the City prefers an alternative methodology.

Subtask 7a.2 Real Estate Development Strategy

The consultant team will develop a Real Estate Development Strategy that will help the City to achieve its economic development goals for the HSR station area. The team will provide a review existing land use policies, proposed land use plans, proposed transportation and circulation plans, and market analyses for the different subareas. The analyses will provide the high-level basis from which we will work to narrow down strategic development opportunities and strategies that would allow the City to leverage its real estate assets as well as transit and parking. The team will then develop strategies that are market-driven, but can evolve over time to accommodate demographic and economic changes, including those related to the development of the first leg of HSR (connecting Fresno north to Merced and south to the San Fernando Valley), and as additional HSR legs come online, ultimately connecting Fresno to San Francisco, Sacramento, Los Angeles, San Diego, and other cities in between.

7a.2a Evaluate Real Estate Development Opportunities and Challenges

For this task, the team will analyze land use, transportation, and market data from our previous work to evaluate real estate development opportunities. Specifically, we will review the stock of vacant and underutilized land in the HSR station area to identify parcels available for development. Our focus will be on the station area parcels that fall in the following categories that the City can leverage to attract private development within the station area, while promoting economic development, TOD, and other planning objectives:

- Publicly Owned Land;
- Public Amenities (e.g., Chukchanski Park);
- Existing Uses (e.g., post offices, grocery stores);
- Historic Assets;
- Existing Employment Base (e.g., Downtown);

- Developer Commitments; and
- Transportation and Parking (e.g., HSR station, parking garages).

At the same time, the consultant team will use economic, environmental, land use, and transportation data from previous tasks to evaluate challenges that may dissuade development at key opportunity sites. We will use a developer's perspective to understand which challenges most dissuade development, including a review of the following factors:

- Land Use Policies;
- Market Conditions;
- Capacity;
- Site Conditions (including brownfields and ownership status);
- Impact Fee Cost/Benefit;
- Parking Requirements;
- Available Funding Sources; and
- Other Considerations for Investment.

This analysis will enable the City to understand which conditions developers consider to be the largest incentives and impediments to development and will inform the project team as we propose land use and other policy changes under the HSR station area master plan. Ownership of the properties may be relevant due to challenges and complications related to properties owned by the former Redevelopment Agency. However, it is likely that disposition or development would occur after the approval of the Long-Range Property Management Plan pursuant to AB 1484, making Former RDA sites development opportunities. Once the team evaluates the opportunities and challenges to future development, we will identify the available development opportunity sites based on whether they represent short-term or longer-term opportunities due to location, ownership, existing conditions, and context.

7a.2b Evaluate Financial Feasibility of Development in Station Area

Using site specific market data as well as existing development conditions (e.g., local construction costs, rental rates, densities, FARs, proposed zoning, proposed parking requirements), the consultant team will create a stabilized pro forma development feasibility analysis to determine the market prices at which development of proposed land uses become feasible for those short-term development opportunities. We will create pro-formas for up to five land use types, based on the identified conceptual land use plans. Proposed development types examined could include:

- Mixed-Use Medium Density Office;
- Mixed-Use Medium Density Residential For Sale;
- Mixed-Use High Density Residential For Sale;
- Multi-family Rental; and
- Historic Reuse.

The results will be presented in a matrix, showing any existing development financing gaps (difference between development costs and required returns on investment) as well as the underlying general and market conditions that would be necessary for each development type to be feasible, or able to attract private development.

7a.2c Evaluate Opportunities and Challenges to Development in the Neighborhoods Located Southwest of the Station Area

Using the same methodology discussed above, the consultant team will identify development opportunities in the historically underserved neighborhoods located southwest of the HSR station area. We will use market data and land use concepts prepared earlier, as well as site specific information to determine where there are development opportunities on publicly owned sites, as well as the potential to leverage public amenities, infrastructure, or existing commercial retail uses. We will bring a developer's perspective to review potential challenges to development at these sites and create a list of available short-term and long-term opportunity sites.

Using site specific market data as well as existing development conditions (e.g., local construction costs, proposed zoning, proposed parking requirements), the consultant team will create a static pro forma development feasibility analysis to determine the market prices at which development of proposed land uses become feasible for those short-term development opportunities. We will conduct pro forma analyses for up to five (5) potential development types, based on the Team's conceptual land use plans. Proposed land uses examined could include:

- Mixed-use medium density office;
- Mixed-use medium density residential for sale;
- Multi-family rental; and
- Industrial.

The results will be presented in a matrix format identifying any existing development financing gaps as well as the underlying general and market conditions that would be necessary for each development type to be feasible or able to attract private development. If those conditions do not exist in the short-term, we will comment on the reasonableness for supporting conditions to emerge in the mid-to-long term.

7a.2d Developer Summit and Additional Interviews

The consultant team will organize a developer summit to be held in Los Angeles. It is proposed to be a two day event with the first day spent providing City staff and elected officials with field visits to successful TOD projects in the Los Angeles area. The second would consist of a half-day round table workshop with developers in the morning and a project team wrap-up discussion in the afternoon. The developer session would begin with an early breakfast and a summary presentation of the Fresno HSR station area master plan effort. The session would then move into a moderated developer discussion of what their needs would be related to the future station area development effort, including concerns such as incentives, jurisdictional requirements, project infrastructure needs, and concerns related to working with the CHSRA.

After the Developer Summit, the consultant team will conduct additional interviews to understand investor and retail tenant interest in HSR station area opportunities. Our network of investors will provide information on the real-time interest and long-term development potential, and our national and regional retail tenant representatives can provide information on the types of spaces tenants need in the short-term, and what opportunities may exist to attract them to the Fresno HSR station area over the longer horizon.

7a.2e Evaluate Best Case Practices for Catalyzing Development

Around Transit Stations

Based on the opportunities identified and the findings of the feasibility analysis, the team will evaluate up to six (6) national best case practices for catalyzing development around transit, with particular focus on inter-city transit, and other successful long-term revitalization efforts. We will seek input from the team's Strategic Advisor group to identify practices that have been successfully implemented to foster or incentivize development around transit across the nation and internationally, where possible. Practices could include strategically locating parking garages to act as anchor tenants that attract retail uses, as well as more traditional financial and policy-based incentives.

In Underserved Neighborhoods

Based on the opportunities identified and the findings of the feasibility analysis, the team will evaluate national best case practices for catalyzing development in underserved neighborhoods for up to six (6) cases that rely minimally or not at all on tax increment financing. In light of the end of the ability of to use tax increment financing through Community Redevelopment Law, we will focus on those cases where local governments have been able to leverage existing development or amenities to catalyze development without relying heavily on tax increment financing. The consultant team will draw from our experience in locations, including other states, where tax increment financing does not play a major role.

7a.2f Develop a Strategic Plan for Fostering/Incentivizing Private Development in the HSR Station Area

For this task, the team will synthesize the data from the previous tasks into a Strategic Plan that will provide guidelines for fostering and incentivizing development in the HSR station area. The Plan will focus on policies and incentives that leverage the benefits of HSR, reduce development costs, and follow best practices. It will be based on current market conditions, but will be able to evolve over the planning period as HSR comes on-line and expands, as well as changing market conditions. Because the City can use its Economic Development Strategy to increase demand for space (e.g., walkable retail, mixed-use office development and medium and high density residential), the Strategic Plan for Fostering and Incentivizing Development will focus on evaluating strategies and policies that the City can implement to reduce development costs and complement the Economic Development Strategy to incentivize private development.

The team will interview national and local developers to examine potential strategies from a developer's perspective. We will also work closely with City staff during this task to make sure that the Plan takes into account the balance and trade-offs between meeting desired economic development objectives and a required return on market driven development. For example, if the City wants higher density

around the station that the market cannot support, the City will need to find resources to fill the potential financing gap between development costs and required development returns. Consistent with the City's goals, the strategies will be market-driven and define the roles that land, policy, and financing incentives can play in fostering private development. Strategies could include the following components:

- Land Assembly Programs;
- Public-Private Partnerships;
- Federal and State Tax Credit Programs (e.g., New Markets Tax Credits, Historic Tax Credits);
- Grants, Loans, and Guarantees to Developers;
- Reduced Parking Requirements;
- City Entitlement of Land;
- Adopting a Program EIR for the Station Area; and
- Creating an Infrastructure Financing District.

7a.2g Develop a Strategic Development/Disposition Plan for Key Publicly-owned Properties within the HSR Station Area

The consultant team will provide a strategic development or disposition plan for up to ten (10) key publicly-owned properties within the HSR station area. The strategies will be based on the identified conceptual station area land use plans and based in market realities. They will focus on leveraging existing and future assets to encourage public-private partnerships that create amenities that can catalyze new private development, provide a return on investment to the City or CHSRA, and promote economic development objectives. Because there is often a trade-off between generating a private return on investment and promoting economic development objectives, the team will work closely with City staff to understand and incorporate the City's priorities.

In addition, these strategies will be tested to make sure that they can be extrapolated into strategies that can evolve over time and will feed back into the Strategic Plan to Foster and Incentivize Development. The following describes the process for creating the development/disposition strategy.

Analysis

During the property evaluation phase of the assignment, the consultant team will focus on fully understanding each key publicly-owned property's characteristics, and identifying site opportunities and constraints. This will include an assessment of each property's existing facilities/buildings (if applicable), physical features, value, market driven uses, and various development and disposition strategies. The majority of this data will come from other scope tasks and augmented when necessary.

Synthesis

Development Economics. For each land use concept plan that the team develops, we will perform a comprehensive valuation similar to a broker's opinion of value for each key parcel. We will conduct an evaluation of land value taking into consideration both current conditions and potential conditions after the introduction and expansion of HSR. The consultant team will use two techniques in valuing land assets: the Market Comparable Approach, based on recent sale prices of similar land; and the Land

Residual Approach, which entails backing into the potential land value based on the cost of development, market prices and rents, and required development returns.

Utilizing both the Market Comparable and Land Residual approaches will enable the team to more confidently determine a value range for the Property based on the uses dictated by the market and those that meet the City's planning objectives. These results will also inform the Strategic Plan to Foster and Incentivize Development insofar as they illustrate the magnitude of incentives required to make development feasible and can reveal through sensitivity testing which incentives and/or policies are most effective at reducing development costs (e.g., reduced parking requirements, density bonuses)

Capital Markets. The ultimate success or ability to realize value from the properties depends largely on the receptivity of the capital markets to underwrite. We will provide input on investment (equity and debt) market conditions that will be critical in creating the optimal development solutions.

Test Marketing. Concurrent with our conceptual development activities, the team will "test market" the identified development scenarios to a target group of regional and national developers, investors and users, as well as City staff. The purpose is to obtain meaningful feedback regarding planning, product type, pricing, financing, and alternative ownership structures that will result in land use plans and development scenarios that are market supported over time and therefore implementable.

Implementation

Develop Timing/Disposition Strategy. Based on the City's objectives and information obtained from the analysis and synthesis stages of this task, a number of strategies will be developed that ensure maximization of the properties' values while minimizing risk to the City. They will focus on and prioritize the best method to achieve the City's economic development goals, while being driven in large part by development economics and capital markets. Former RDA sites will also take into consideration requirements under AB 1484. Ultimately, the strategies could include:

- Land assembly and/or write downs;
- Ground lease of publicly-owned land; and
- Disposition or sale of public assets.

For those properties not yet ready for development or disposition due to site, market, or other constraints, the consultant team will create timing strategies. Timing strategies could include recommendations that the City take measures to increase the properties' values (e.g., entitlements, infrastructure improvements, and/or Program EIRs) to increase value to the City for its properties and catalyze development that supports the City's economic development strategy and HSR station area land use goals. The team will then evaluate these measures to determine whether they can be extrapolated into more general policies to be included in the Strategic Plan for Fostering and Incentivizing Development.

7a.2h Develop a Phasing Strategy, Incorporating Value Capture Opportunities

Based on the Timing and Disposition Strategies identified in the previous task, the Team will develop an overall Phasing Strategy that incorporates market realities to maximize the value to the City, while minimizing development risk. We will examine best case practices for phasing infrastructure and development improvements that can meet the City's needs while minimizing its risk. The team will

review up to six (6) case studies that show innovative and successful phasing strategies that the City of Fresno could follow.

The strategy will include phasing recommendations that balance the timing and needs for infrastructure and development with the City's budgetary goals. It will also include phasing recommendations for any land acquisition or entitlements recommended in the Timing and Disposition Strategies, as well as review the potential for temporary uses that could provide interim revenue opportunities to the City to offset infrastructure and development costs.

7a.2 Identify/Incorporate Role of Property Stakeholders through Organizations

For this task, the consultant team will investigate the willingness and ability of different stakeholder groups to take an active role in the development of the HSR station area. Roles for these groups could include providing funding through additional Business Improvement District (BID) assessments for marketing, security or infrastructure improvements, as well as assisting with business recruitment.

BIDs and Assessment Districts

For potential new or expanded assessment districts, the consultant team will determine the overall costs of providing conceptual streetscape and other improvements identified in the concept plans that BIDs and assessment districts (e.g., Lighting and Landscaping Districts) could fund, assess potential geographic areas for instituting new assessment districts based on political will and other factors, and determine the average cost of providing the proposed services on a per unit basis, with the unit based on an appropriate nexus.

The team can interview or hold a working session with identified stakeholder groups to determine their level of interest and willingness to take on these responsibilities. However, waiting to speak with property owners and potential assessment district members until after the City can engage strategic stakeholders may be politically savvy than asking the group at this early stage.

Other Organizations

Other types of organizations can also provide valuable assistance. Although they do not provide funding to the Station Area, they can strengthen the business community and help attract businesses through networking events or providing demographic and economic data to businesses considering locating within Fresno and the Station Area. The team will interview members of the Downtown Partnership and other established organizations (e.g., Fresno Business Council, Fresno Chamber of Commerce) to determine how they can assist the City in meeting their economic development goals.

7a.2j Identify Barriers to Capitalizing on Opportunities

For this task, the consultant team will review all of the recommendations made to date and review existing infrastructure, existing and proposed City policies and ordinances, available and proposed financing sources and stakeholder and community concerns to identify the opportunities and barriers to implementation. The consultant team will again bring both a developer's and the public's perspective. The findings from this task will inform the Strategic Plan for Fostering and Incentivizing Development, the Strategic Development/Disposition Plan, and the Phasing Strategy.

7a.2k Recommend Policies for the City of Fresno

The culmination of this task will be a comprehensive Real Estate Development Strategy that includes the benchmarks and findings of all ten (10) tasks, as well as a Draft Strategic Plan for Fostering and Incentivizing Development, a Draft Development/Disposition Strategy for up to 10 key publicly-owned parcels and a Draft Station Area Phasing Strategy. The Strategy will be a synthesis of the Team's work, incorporating proposed land use concepts, traffic and circulation strategies, the Economic Development Strategy and the Market Analysis. It will be based in current market realities, but will be able to evolve as the market changes and the City capitalizes on and leverages changing demographic and economic conditions, as well as the development and expansion of HSR. The Strategy will include goals, benchmarks, strategies and policies that will be fully vetted.

Task 7b: Develop Infrastructure & Financing Plan, including a Mixed-use, Mixed-income Housing Strategy

Subtask 7b.1 HSR Station Area and Infrastructure Financing Plan

This task will synthesize the research, analysis and recommendations from Task 7a regarding economic and business development opportunities, market conditions, real estate incentives and disincentives, opportunity sites, and value capture potential to develop an infrastructure financing plan based on both near and long-term time frames. The resulting Infrastructure Financing Strategy will evaluate each infrastructure category, including its operating costs and will identify the role of each public agency and private beneficiary. This logic will form the basis for a rationale nexus and public/private partnerships, and will be input to considerations of alternative financing mechanisms, including P3 structures.

Subtask 7b.1a Best Practices Case Studies

The consultant team will identify candidate best practices case studies for financing and implementation of Value Capture and Transit-Oriented Development. After conferring with City staff and stakeholders, we will draw from its extensive national experience to develop up to five (5) case study examples of innovative infrastructure financing mechanisms and their applicability to the Fresno context.

Subtask 7b.1b Evaluate Advantages/Disadvantages of Mechanisms

The consultant team will prepare a summary matrix that evaluates the advantages and disadvantages of alternative mechanisms based on the case study experience, the team's and Strategic Advisor group experience, and the specific development context in Fresno. We will review the summary matrix with City staff before proceeding to the next phase of qualifying opportunities.

Subtask 7b.1c Short-List and Order-of-Magnitude Costs

Based on the estimated order-of-magnitude costs of financing infrastructure and plan improvements over time, the consultant team will estimate the tax or assessment district burden per unit (unit defined by the type of infrastructure and benefit) for up to four mechanisms. The team will estimate the present value of the financing scenarios at alternative discount rates and phasing assumptions. These estimates will be for planning purposes only and are not the basis for assessment engineering or a financing prospectus. They will provide a range of potential investment per tax or assessment payer for testing public interest.

Subtask 7b.1d Qualify Opportunities

The consultant team will hold a workshop with real estate executives, developers and land-owners, trade and business associations, etc. to introduce and discuss the alternative mechanisms that are available, and to answer questions. We will then conduct up to five focus group interviews to discuss their applicability and potential support in Fresno. Based on this input, the team will revise the mechanisms and focus on those most likely to be considered.

Subtask 7b.1e Revenue Potential and Implementation Actions

Based on the results of the feedback achieved in the previous task, the consultant team will refine the revenue potential and recommend next steps for implementation, including policies for the City. This will be input to the Implementation Plan and information for the Outreach process. The Financing Strategy and Implementation Plan will be based on the Real Estate Development Strategy and a Value-Capture approach, consistent with the City's policies and economic development objectives. The strategy will be coordinated with the Plan, feasible, and supported by those responsible for carrying out financing and implementation, but the particular experiences and perspectives of the full economic team will contribute to this critical component of the Master Plan.

Deliverables:

Implementation Plan incorporating the following elements:

- Economic Opportunity Analysis, including Economic & Fiscal Impact;
- Real Estate Development Strategy; and
- Infrastructure and Financing Plan.

TASK 8 DEVELOPMENT OF MULTIMODAL TRANSPORTATION CONNECTIVITY PLAN

The Station Area Master Plan will address and incorporate the physical planning framework for rail, bus, parking, bicycling, and pedestrian facilities to support access between the HSR station and the surrounding station area development and downtown Fresno. While the Master Plan will be designed based on a "pedestrian first" philosophy, development of a multimodal transportation connectivity plan will consider and encourage access by a wide range of modes. A Multimodal Transportation Connectivity Plan will be developed to include consideration of transit access, parking management plan, and bicycle access.

Task 8.1 Local Transportation Connectivity Plan

The Final Station Area Plan will include a multimodal connectivity plan integrated with the corresponding development, public realm, infrastructure plans. Previous CHSR, regional, and downtown studies, such as the PTIS and CHSR environmental review documents, have identified the regional transportation connectivity opportunities and challenges throughout Fresno County, and identified ways that transit can play an effective role in serving the future CHSR system. As part of the station area master planning process, the consultant team will develop a local transportation connectivity plan to provide all HSR users with seamless connections to easily access the station, minimizing congestion.

The consultant team will build on the results of previous studies, including the CHSR environmental work and the PTIS, along with future local and regional transportation plans, to develop a multimodal plan to identify local transportation connectivity, related facilities, and siting concepts (if necessary) to accommodate access by Amtrak, airport access, Greyhound, local bus (BRT/FAX), tourist buses, rental car facilities, taxi, kiss and ride facilities, park and ride, car sharing, bicycle, and pedestrian. Integrated with the master planning efforts, the local transportation connectivity plan will create a “transit district” not a self-contained transit hub. The plan will provide a conceptual physical planning framework, including the identification of phasing and order-of-magnitude costs.

Deliverable:

- Local Transportation Connectivity Plan.

Task 8.2 Parking Management Plan

As part of a CHSR Master Plan, parking becomes a strategic implementation issues in its own right for four reasons. First, there is an obvious tension between the need for a large supply of passenger parking and the premise that TOD parking can and should be reduced. Second, parking facilities must be designed and located to provide ease of access, while not creating barriers to walking and other modal connections to the surrounding station area and downtown Fresno. Third, parking is costly, in land for surface parking and in construction dollars for parking structures, but can also provide a project revenue source. Four, surface parking lots can provide the opportunity to “land bank” sites for future joint development making parking part of a phased implementation strategy. When preparing a parking management plan, the consultant team will consider the following issues related to parking:

- Some HSR parking, if at all possible, should be shared with other uses, particularly those with different peak demand patterns.
- Parking facilities should not be designed as stand-alone, isolated structures, but part of a strategy to encourage station area visitors to eat, shop, and pursue other activities in the station area and downtown Fresno.
- To the extent that structured parking is needed in the initial stages, it becomes a fixed feature in the station area, placing a high premium on location, design, and activation of the ground level. Garages must be sited with both passenger convenience and place-making in mind.
- Station area parking should be organized and managed as a common resource for the City and CHSRA.
- Structured parking should be part of the financing solution, and can be used to generate sufficient cash flow to fully pay for itself (including amortization) and contribute to other infrastructure costs as well.

The consultant team will identify range of parking needs for land uses identified in the master plan and develop a parking management plan that reflects:

- Short-term – site existing public and private parking spaces prior to constructing new surface lots or parking garages; and identify the parking space as either short- or long-term parking for HSR station users.

- Long-term – site and provide schematic design of additional parking locations needed to accommodate future needs of the station area, and identify related thresholds for development of the future parking facilities.

Deliverable:

- Local Transportation Connectivity Plan.

SUMMARY COST PROPOSAL - AECOM/FRESNO HSR STATION AREA PLAN

TOTAL COSTS ALLOCATED TO IDENTIFIED TASKS

NOT-TO-EXCEED AMOUNTS BY TASK AND SUB-TASK

7/1/2014

TASK	TASK TOTAL	SUB-TASK	SUB-TASK TOTAL
Task 1: Contract Management, Development of Implementation Documents	\$ 106,456	1a. Project Initiation Kick-off meetings	\$ 38,792
		1b. Staff Coordination monthly meetings	\$ 67,664
Task 2: Public Outreach Communication	\$ 140,134	2a. Presentations for public meetings	\$ 66,594
		2b. Materials & website	\$ 73,540
Task 3: Annual Meeting	\$ 10,364	3a. HSR Sacramento 2014 annual meeting	\$ 10,364
		3b. HSR Sacramento 2015 annual meeting	\$ -
Task 4: Meetings with the Authority	\$ 26,992	4. HSR QUARTERLY MEETINGS	\$ 26,992
Task 5: Quarterly Reporting	\$ 22,204	5. Quarterly Progress reports & Invoices	\$ 22,204
Task 6: Delivery of Final Plans	\$ 422,160	6b. Delivery of Station Area Plans	\$ 422,160
Task 7: Development of Market and Financing Plans	\$ 178,948	7a. Market Feasibility Analysis	\$ 84,298
		7b. Infrastructure and Financing Plan	\$ 94,649
Task 8: Development of Transportation Intergration Plan	\$ 58,810	8. Transportation Integration Plan	\$ 58,810



NOT-TO-EXCEED AMOUNTS BY CONSULTANT

AECOM	\$ 791,334
VAST GROUP	\$ 43,880
Jeffrey Scott Agency (JSA)	\$ 55,300
Fehr and Peers	\$ 15,730
Jones Lang LaSalle	\$ 34,924
Fransen Company	\$ 24,900
TOTAL CONSULTANT FEES	\$ 966,068

Exhibit B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno ("CITY") and AECOM Technical Services, Inc. ("CONSULTANT")

City of Fresno High Speed Rail Station Area Master Plan
PROJECT TITLE

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 ISO *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). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
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 CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

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 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.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for 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 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

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and

related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or 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. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to 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. For any claims related to this Agreement, 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 CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

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 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 CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years

after 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 CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

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 CITY. 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, CONSULTANT shall furnish 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 CITY, 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.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish 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 his/her designee prior to 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 CITY, 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.

Exhibit C

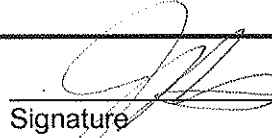
DISCLOSURE OF CONFLICT OF INTEREST

City of Fresno High Speed Rail Station Area Master Plan
PROJECT TITLE

		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: _____

Additional page(s) attached.


Signature

7-2-14
Date

JAMES DE LA LOZA
(name)

AECOM TECHNICAL SERVICES
(company)

515 S. FLOWER STREET
(address)

LOS ANGELES, CA 90071
(city state zip)

