



REPORT TO THE CITY COUNCIL

AGENDA ITEM NO.	9:15 AM A
COUNCIL MEETING	12/17/09
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

December 17, 2009

FROM: CRAIG SCHARTON, Director
Downtown and Community Revitalization

BY: WILMA QUAN, Urban Planning Specialist
Downtown and Community Revitalization

SUBJECT: APPROVE AGREEMENT WITH ELIZABETH MOULE & STEFANOS POLYZOIDES,
ARCHITECTS AND URBANISTS FOR THE FULTON CORRIDOR SPECIFIC PLAN AND
THE DOWNTOWN NEIGHBORHOODS COMMUNITY PLAN

RECOMMENDATION

Staff recommends that the City Council approve the attached agreement with Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists in the amount of \$2,693,612 for the preparation of the Fulton Corridor Specific Plan and the Downtown Neighborhoods Community Plan. Services in the amount of \$836,644 will proceed and be completed in this current fiscal year consistent with the amount included in the fiscal year 2009-10 budget, which was adopted by Council. Future services for FY 2011 and FY 2012 under the agreement will be contingent upon availability of funding in those years.

EXECUTIVE SUMMARY

The new Fulton Corridor Specific Plan for the core of Downtown Fresno, and the new Downtown Neighborhoods Community Plan for the surrounding neighborhoods, will remove the serious obstacles to good development that currently exist, and bring the community to agreement on major issues such as the future of the Fulton Mall and the integration of the coming high-speed train station into Downtown. The type of special planning proposed has been a common, proven revitalization practice found in communities across the nation.

If the City embarked on two separate plans consecutively, it is estimated that those plans would take at least four years (approximately 2 years each) and cost over \$4,000,000, collectively. Completing the same plans simultaneously will result in a savings of at least \$1,300,000 and reduce the time to completion by at least one and a half years, and result in a richer and more fully integrated plan for the greater downtown area.

As part of the adoption of the FY 2010 Budget, Council approved a \$900,000 allocation of Community Development Block Grant (CDBG) money for Plans covering the Fulton Corridor area and the established neighborhoods surrounding Downtown Fresno. These Plans will provide a solid foundation – vision-based, environmentally responsive and economically grounded - for new City-wide form-based codes, design guidelines, historic preservation priorities, adaptive reuse, and public-private marketing partnerships that will transform central Fresno into the San Joaquin Valley's new entertainment, housing, retail, and transportation hub.

Staff recommends that the Council approve the attached agreement with Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists for the preparation of the Fulton Corridor Specific Plan and the Downtown Neighborhoods Community Plan.

BACKGROUND

Cities are dynamic and ever-changing places that experience many cycles of growth over time. Cities with long and distinguished histories, such as Fresno, often find themselves needing to remove obstacles to transformation in order to reinforce existing strengths and realize the appropriate changes. Some of the most successful tools cities use to guide change are Specific and Community Plans.

There has been historic neglect of some of Fresno's oldest neighborhoods in the Downtown area. This neglect has included land use policies that discourage a healthy mix of incomes. The revitalization of Downtown Fresno has likewise been hampered by planning policies that fail to encourage walkability, a dense mix of uses, historic preservation, and 24-hour activity.

Cities throughout California have updated their adopted plans and zoning ordinances in their downtowns and urban neighborhoods to speed the process of revitalization and investment. Much of urban California has been bound by suburban rules that have been adopted on a citywide basis. The clash between these rules and the unique needs of urban areas has led to developer confusion, physical decline, inappropriate projects, and disinvestment. The last legally adopted plan for Downtown Fresno is now 20 years old and lacks an appropriate mechanism for effective enforcement.

A Specific Plan provides tailored strategies and tools to help achieve a city's goals and puts the force of law behind the community's vision for the future of a specific and unique area. A Specific Plan is a both policy document and a regulatory document, beginning with a vision for the future of the place, then defining policies directed toward the vision, and finally a comprehensive set of customized development standards with the force of zoning and law to help achieve that vision. A Specific Plan also includes implementation strategies and funding mechanisms intended to help initiate, support and guide change over time.

A Community Plan is primarily a policy document, typically aimed at large areas for which the General Plan cannot provide enough clarity yet for which a Specific Plan is too detailed a tool. Community Plans provide cities with a bridging tool, to focus and refine the General Plan's intent and vision for an affected area while relying on current standards, or new standards, for daily implementation of the vision.

The Plans will be led by the community. The Plans will focus intensely on the design of the built environment and integrate land use planning with the potential economic impacts of the community's choices. The Plans will be the regulatory documents in the areas they serve.

New Specific Plans in California have led to an increase in property values upon adoption because they provide clarity, streamline the approval process, and protect investments. Environmental reviews for new projects that meet the plan's goals can save substantial costs and time. Coupled with separate incentives such as reduced fees, the increased certainty provided by the plan will lead to even more private downtown investment.

If the City embarked on both the Fulton Corridor Specific Plan and the Downtown Neighborhoods Community Plan separately, it is estimated that those plans would take at least four years (approximately 2 years each) and cost over \$4,000,000, collectively. Completing the same plans simultaneously will result in a savings of at least \$1,300,000 and reduce the time to completion by at least one and a half years, and result in a richer and more fully integrated plan for the greater downtown area.

Selection Process

On May 19, 2009, the Downtown and Community Revitalization Department (DCR) issued a Request for Qualifications (RFQ) to invite consultant teams to submit Statements of Qualifications (SOQs) for the "Fulton Corridor Specific Plan and Downtown Neighborhoods Specific Plan." Approximately 20 firms (See Attachment A) submitted SOQs, and after staff review of all of the proposals, six firms were invited to continue in the selection process and received the subsequent Request for Proposals (RFP) which was issued by DCR on August 18, 2009. These six firms had the requisite experience with successful community-based design charrettes, downtown revitalization, Specific Plan creation, development of form-based codes, and numerous examples of built projects after plan adoption, among other requirements.

A Selection Committee was formed consisting of nine City staff members and nine community members to review responses to the RFP. Staff members on the Selection Committee included Rene Ramirez, Director of Public Utilities; John Dugan, Director of Planning and Development; Craig Scharton, Director of DCR; John Downs representing both Fresno Area Express and the Council of Fresno County Governments; Martin Wendels, representing Public Works; John Raymond, Assistant Director of RDA; and Elliott Balch, Elaine Robles, and Wilma Quan representing DCR. Community members included Al Allen, Socorro Gaeta, Becky Foore-Hayden, Darlene Holland, Saundra King, Nancy Marquez, Gary Nachtigall, Miguel Robles, and Phil Skei. These community members are diverse stakeholders representing property owners, business owners, and residents within the project areas. We recognize their commitment to this project and their contribution of 15 hours of time within the week of the interviews.

The staff member Selection Committee reviewed the six written team proposals based on criteria outlined within the RFP. In addition, each of the six firms was invited to participate in a four hour interview, which included oral presentations and questions and answers from the Staff and Stakeholder Selection Committees. Firms were evaluated based on their ability to convey their project approach to the Selection Committees.

Based on the thorough selection process, the Selection Committee has recommended that DCR proceed with contract negotiations with Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists. The Selection Committee is confident that Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists, was the best qualified of the six firms to provide the services identified. Four local firms, Fehr & Peers, Lars Andersen, Precision Engineering, and Krazan & Associates, are part of this team as sub consultants.

Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists, has an international reputation for design and architectural innovation and a strong track record demonstrated in over 100 completed projects, including San Antonio, Santa Ana, Paso Robles, and Ventura. In addition, they have received numerous awards for excellence. Stefanos Polyzoides, Partner-in-Charge for the Fresno project, is a cofounder of the Congress for the New Urbanism, a national organization committed to reforming suburban sprawl, and a member of its Board of Directors.

Planning Process

To keep costs down, Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists, have recommended simultaneously preparing a Specific Plan for the Fulton Corridor and a Community Plan for the Downtown Neighborhoods, and we concur. Both planning efforts will be community-led. Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists, will be working closely with the 21-member Fulton Corridor Community Advisory Committee, which is made up of diverse stakeholders representing property owners, business owners, and residents within the project areas. In addition, a Downtown Neighborhoods Community Advisory Committee will soon be formed which will also be comprised of stakeholders representing property owners,

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business owners, and residents within the project areas. Extensive Community Design Charrettes, intensive design workshops, will be conducted for both Plans and will be the core of the public process.

In addition, a Departmental Working Group (DWG) will be formed which will include one or more representatives from each City Department and responsible agency. The DWG will act as the liaison to their respective Department or agency.

Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists, estimate that the preparation of both Plans, including the Environmental Impact Report (EIR), will take approximately two years and seven (7) months with adoption in FY 2012. Work will only proceed as funding becomes available.

FISCAL IMPACT

Funding for this request has been appropriated and is sufficient to pay for the scope of services identified by Elizabeth Moule & Stefanos Polyzoides, Architects and Urbanists, for the current fiscal year totaling \$836,644. \$796,644 of this amount is CDBG monies. Funding for future years to complete the planning process will be subject to future appropriations by the Council, depending upon CDBG or other funding availability. DCR is also pursuing several major sources of outside grant funding to help offset some of the future City appropriation.

Attached: Attachment A – Consultant teams who submitted SOQs Agreement

Attachment A
Consultant Teams who submitted SOQs

Calthorpe Associates	Berkeley, CA
Crandall Arambula	Portland, OR
Design, Community & Environment	Berkeley, CA
Dyett & Bhatia*	San Francisco, CA
EDAW AECOM	Sacramento, CA
Fregonese Associates	Portland, OR
Gensler & Associates	Santa Monica, CA
Hall Alminana, Inc.*	San Francisco, CA
LSA Associates, Inc.	Fresno, CA
McIntosh & Associates	Bakersfield, CA
Michael Brandman Associates	Fresno, CA
MIG*	Berkeley, CA
Moule & Polyzoides, Architects and Urbanists*	Pasadena, CA
MW Steele Group & Cooper Carry	San Diego, CA
Opticos Design, Inc. & Dover Kohl*	Berkeley, CA
PMC*	Fresno, CA
Recon	San Diego, CA
RTKL Associates, Inc.	Los Angeles, CA
The Office of Tom Ford	Berkeley, CA

* Firms who received the RFP

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

THIS AGREEMENT is made and entered into effective the 17th day of December, 2009, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and ELIZABETH MOULE & STEFANOS POLYZOIDES, ARCHITECTS AND URBANISTS, a California corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional planning services for preparation of a Fulton Corridor Specific Plan and a Downtown Neighborhoods Community Plan along with related Environmental Impact Report, hereinafter referred to as the "Project;" and

WHEREAS, on August 18, 2009, CITY issued a Request for Proposals No. 2951 ("RFP") for "Consulting Services for the Fulton Corridor Specific Plan and the Downtown Neighborhoods Specific Plan," hereby incorporated by reference except for the body of the agreement in Division V (Agreement Documents) of the RFP; and

WHEREAS, on September 21, 2009, CONSULTANT submitted a proposal in response to the RFP; and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical services as an urban design and planner and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", provides funding under its Community Development Block Grant Program, hereinafter "CDBG", as authorized under Title I of the Housing and Community Development Act of 1974, as implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, CITY is a recipient of CDBG funding for fiscal year 2008-2009 ("Grant") for use in funding eligible activities furthering established national objectives as defined in the Act; and

WHEREAS, the CITY will use a portion of CDBG funds to fund activities hereunder, more particularly set forth in Section 1 of this Agreement, for planning and urban environmental design for the Project; 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 Director of Downtown & Community Revitalization Department (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**. The services of CONSULTANT shall consist of four Parts as described below. A separate Notice to Proceed will be issued for each of the aforementioned Parts. By entry into this Agreement and upon CITY'S issuance of a

written "Notice to Proceed," CITY contracts for the services in Part One. CONSULTANT shall not perform any other Part of the Agreement, and this Agreement shall not be a contract for any other Part, until further performance is authorized by CITY'S issuance of a written "Notice to Proceed." It shall, however, remain CONSULTANT'S offer to perform all remaining Parts described herein. In the event CONSULTANT performs services without CITY'S prior written authorization, CONSULTANT will not be entitled to compensation for such services. CONSULTANT acknowledges that issuance of any Notice to Proceed for Part Two, Part Three or Part Four will be subject to availability of funding and appropriation of funds by CITY for the respective Part.

- (i) Part One (FY 2009-2010): Phase A, Phase B and Tasks C1, C2 and C3 of Phase C as described in **Exhibit A**.
- (ii) Part Two (FY 2010-2011): Tasks C4 through C8 of Phase C, Phase D, Tasks E1 through E10 and E17 through E18 of Phase E, and Tasks F1 through F6 and F16 through F17 of Phase F as described in **Exhibit A**.
- (iii) Part Three (FY 2011-2012): Tasks E11 through E18 of Phase E, Tasks F7 through F17 of Phase F, and Phase G as described in **Exhibit A**.
- (iv) Part Four (5-year Support, subject to completion of Parts One, Two and Three): Task E19 of Phase E as described in **Exhibit A**.

For purposes of this Agreement, "FY" means fiscal year of CITY (i.e., July 1 through June 30). In the event that additional monies are available and appropriated in FY 2010-2011 of this Agreement that would allow for part of the services in FY 2011-2012 to be accelerated, the Administrator may issue the Notice to Proceed for FY 2010-2011 to include such services at no additional cost to CITY. In such event, CONSULTANT shall complete such accelerated services no later than the end of FY 2010-2011 and Attachments A-1 (Project Schedule) and A-2 (Project Budget Summary) of **Exhibit A** and Section 4(c), below, shall be adjusted accordingly.

In the event that insufficient monies are available and appropriated in FY 2010-2011 of this Agreement that would not allow for part of the services in FY 2010-2011 to be performed in such FY, the Administrator may issue the Notice to Proceed for FY 2010-2011 and limit such Notice to Proceed for the remainder of the services in Part Two for which monies had been appropriated. Attachments A-1 and A-2 of **Exhibit A** and Section 4(c), below, shall be adjusted accordingly to move the unfunded services to FY 2011-2012 at no additional cost to CITY.

In the event that insufficient monies are available and appropriated in FY 2011-2012 of this Agreement that would not allow for part of the services in FY 2011-2012 to be performed in such FY, the Administrator may issue the Notice to Proceed for FY 2011-2012 and limit such Notice to Proceed for the remainder of the services in Part Three for which monies had been appropriated. Attachments A-1 and A-2 of **Exhibit A** and Section 4(c), below, shall be adjusted accordingly at no additional cost to CITY.

2. Federal Requirements.

(a) CDBG Eligible Activity and National Objective. CITY has determined that the services hereunder are CDBG eligible under 24 C.F.R. section 570.205 for planning and

urban environmental design activities. CITY has further determined that the services further one or more CDBG national objectives.

(b) Reporting Requirements. CONSULTANT shall provide CITY with written performance report(s) documenting satisfactory performance of all services hereunder, submitted within 45 days of the end of the term hereof and at any time hereunder upon written request of CITY.

(c) On-Site Monitoring. Any authorized representatives of HUD and CITY shall have the right to monitor CONSULTANT's performance under this Agreement. Such monitoring may include inspection activities, review of records and attendance at meetings.

(d) CONSULTANT Certification.

(1) CONSULTANT certifies to the best of its knowledge and belief that no federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, or a member of Congress, or an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to a person for influencing an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) CONSULTANT shall require that the language of the above certification be included in the documents for all subrecipient tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement.

(e) In performing the services hereunder, CONSULTANT shall comply with, and take under consideration, applicable requirements of the Grant and all applicable federal laws and regulations including, without limitation, the following:

- (i) Equal Employment Opportunities under HUD Assisted Contracts, Executive Order 11246, as amended by Executive Order 11375 (nondiscrimination in employment).
- (ii) National Environmental Policy Act of 1969 (42 USC 4321, et seq.), and implementing regulations at 24 CFR Part 50, 24 CFR Part 58, 40 CFR Parts 1500-1508.
- (iii) Clean Air Act (42 USC 7401 et seq.).

- (iv) Section 106 and Section 110 of the National Historic Preservation Act of 1966 (16 USC 470 and 470h-2); including consultation with the State Historic Preservation Office (SHPO).
- (v) Safe Drinking Water Act of 1974 (42 USC 201, 300(f) et seq. and 21 USC 349).
- (vi) Executive Orders 12898 (federal actions to address environmental justice in minority populations and low-income populations, February 11, 1994).
- (vii) Executive Order 11593 (protection and enhancement of the cultural environment, May 13, 1971, particularly section 2c).
- (viii) Executive Order 11514 (protection and enhancement of environmental quality, March 5, 1970).
- (ix) Conflict of interest regulations 24 CFR 85.36 and 24 CFR 570.489.

3. 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, 2017, subject to any earlier termination in accordance with this Agreement. Notwithstanding the foregoing, (i) in the event that CITY does not issue a Notice to Proceed for Part Two on or before August 1, 2010, this Agreement will terminate; (ii) in the event that CITY does not issue a Notice to Proceed for Part Three on or before August 1, 2011, this Agreement will terminate; and (iii) in the event that CITY does not issue a Notice to Proceed for Part Four on or before August 1, 2012, this Agreement will terminate. 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 the Project Schedule set forth in Attachment A-1 of **Exhibit A** as may be adjusted by the Administrator in accordance with Section 1 of this Agreement.

4. Compensation and CDBG Funding.

(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 \$2,583,612 for Parts One, Two and Three, paid on the basis of the rates set forth in Attachments A-2 and A-3 contained in **Exhibit A**; a total fee not to exceed \$50,000 for Part Four (Task E19 described in **Exhibit A**), paid on the basis of the rates set forth in Attachment A-3 (Schedule of Hourly Rates) of **Exhibit A** for Part Four; and a contingency amount not to exceed \$60,000 for any additional work rendered pursuant to the "Optional Task" (Health Impact Assessment) described in **Exhibit A** and authorized in writing by the Administrator. If CONSULTANT exceeds the total fee, it does so at its own risk.

(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) For purposes of determining the division of the total compensation to CONSULTANT as provided in Section 4(a), or should performance of any succeeding Part not be authorized by CITY as provided in Section 1 of this Agreement, it is agreed that the total compensation shall be allocated to the four Parts of CONSULTANT'S performance as follows:

Part 1 - \$836,644, Part 2 - \$1,170,474, Part 3 - \$576,494, and Part 4 - \$50,000. In the event the Administrator advances or delays the work to be performed under any Part of this Agreement as contained in the Notice to Proceed for that Part, the amounts shall be adjusted accordingly; provided, however, in no event shall (i) the total compensation paid under this Agreement exceed the amount set forth in Section 4(a), and (ii) the total compensation paid under this Agreement for any Phase or grouped Task work exceed the respective amounts for each respective Phase and grouped Task work as set forth in Attachment A-2 of **Exhibit A**. If CONSULTANT exceeds any such amount, it does so at its own risk.

(d) 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.

(e) All funds are paid contingent upon CONSULTANT'S continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to CITY within 30 days of the earlier of termination of this Agreement or notice by CITY. Any interest earned or received by CONSULTANT thereon shall be remitted to CITY.

(f) CONSULTANT shall use the funds provided by CITY solely in pursuit of the services hereunder.

(g) CONSULTANT acknowledges and agrees that the CDBG funding hereunder is subject to the control of HUD and may be encumbered, withdrawn, or otherwise made unavailable to CITY (whether earned or promised to, or by, CONSULTANT). CONSULTANT shall not be paid such funds unless and until they are made available for payment to CITY by HUD. No other funds owned or controlled by CITY shall be obligated under this Agreement unless specifically approved and permitted by the Fresno City Council. Nothing herein constitutes a pledging or obligating of CITY funds, its General Fund, or any real and personal property taxes, sales taxes or any other tax revenues.

5. 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 and subconsultants 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 or HUD. 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.

6. 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) This Section 6 shall survive expiration or termination of this Agreement.

7. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT is 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 to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT from said professional standards.

8. 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 and subconsultant 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.

9. 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** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors or subconsultants 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) 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.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor and subconsultant to provide insurance protection in favor of 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 and subconsultant.

10. 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 and subconsultants 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 and subconsultant that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) and subconsultant(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors and subconsultants 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 and subconsultants 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 and subconsultants 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 10(b), above.

(f) CONSULTANT represents and warrants that as of the effective date hereof, it represents no client or customer whose interests are adverse to CITY'S.

(g) 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 10 in each subcontract and require its subcontractors and subconsultants to comply therewith.

(h) This Section 10 shall survive expiration or termination of this Agreement.

11. 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.

12. 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 furnished at such time and in such forms as CITY, HUD, the Comptroller General of the United States, or any of their representatives may require during regular business hours throughout the life of this Agreement and for a period of 5 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 upon request by CITY, HUD, the Comptroller General of the United

States, or any of their representatives. This Section 12(b) shall survive expiration or termination of this Agreement.

CONSULTANT shall, at such time and in such forms as CITY or HUD may require, furnish statements, records, data, copies, and information pertaining to matters covered by 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 and subconsultant to provide evidence to CITY that subcontractor and subconsultant is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

(d) CONSULTANT'S services pursuant to this Agreement shall be provided under the Project leadership of Stefanos Polyzoides and managed daily by David Sargent as the Project Manager, and CONSULTANT shall not assign another to lead or manage CONSULTANT'S performance of this Agreement without the prior written approval of the Administrator.

13. 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.

14. 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.

15. 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.

16. Binding. Subject to Section 17, 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

26. 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.

27. 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.

28. 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.

29. 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.

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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

ELIZABETH MOULE & STEFANOS
POLYZOIDES, ARCHITECTS AND
URBANISTS,
a California corporation

By: _____
Craig Scharton, Director
Downtown & Community
Revitalization Department

By:  _____

Name: Elizabeth Moule

ATTEST:
REBECCA E. KLISCH
City Clerk

Title: Chairman of the Board
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____
Deputy

By:  _____

Name: Stefanos Polyzoides

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

Title: Chief Financial Officer
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

By:  _____
Nancy A. Algier Date
Senior Deputy

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

Addresses:

CITY:
City of Fresno
Attention: Wilma Quan, Urban Planning
Specialist
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8371
FAX: (559) 457-1504

CONSULTANT:
Moule & Polyzoides, Architects and
Urbanists
Attention: Stefanos Polyzoides
180 East California Blvd.
Pasadena, California 91105
Phone: (626) 844-2400
FAX: (626) 844-2410

Attachments:

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

Exhibit A

SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno (“City”)
and Elizabeth Moule & Stefanos Polyzoides,
Architects and Urbanists (“Consultant” or “Team”)
Fulton Corridor and Downtown Neighborhoods Planning Services
PROJECT TITLE

Overview

Consultant has assigned David Sargent as its Project Manager for this project.

Consultant has retained the following sub-consultants for this project:

Urban Advantage
Arrowpoint Design
Raimi + Associates
Strategic Economics
Sherwood Design Engineers
Lars Anderson
Precision Engineering
Historic Resources Group (see Attachment A-11 for additional detail to Consultant’s Work Plan below)
Greenwood and Associates (see Attachment A-10 for additional detail to Consultant’s Work Plan below)
Krazan & Associates (see Attachment A-9 for additional detail to Consultant’s Work Plan below)
Fong Hart Schneider
Cultural Landscape Found.
Fehr & Peers (see Attachment A-8 for additional detail to Consultant’s Work Plan below)
Nelson Nygaard
Impact Sciences

Consultant remains responsible and liable for all work and services performed under this Agreement by Consultant or any of its sub-consultants. Any reference to any of the above sub-consultants herein or in any attachment shall mean that Consultant, by its sub-consultant, is performing the work and services for purpose of this Agreement. Consultant shall not change any sub-consultant or their assignment as noted herein without prior written notice to City and any new sub-consultant will be subject to prior written approval of the City’s Director of Downtown & Community Revitalization Department.

End Notes, referenced herein, begin on page 31 of this **Exhibit A**. The following attachments to this **Exhibit A** are attached and incorporated by reference herein:

- Attachment A-1 – Project Schedule
- Attachment A-2 – Project Budget Summary
- Attachment A-3 – Schedule of Hourly Rates
- Attachment A-4 – Meeting Schedule
- Attachment A-5 – Fulton Corridor Specific Plan Planning Area
- Attachment A-6 – Downtown Neighborhoods Community Plan Planning Area

- Attachment A-7 – Existing Community Plans
- Attachment A-8 – Scope of Services – Transportation (Fehr and Peers)
- Attachment A-9 – Scope of Services – Environmental and Geotechnical (Krazan and Associates)
- Attachment A-10 – Scope of Services – Archeological Survey (Greenwood and Associates)
- Attachment A-11 – Scope of Services – Historic Resources Survey, EIR and Plan Support (Historic Resources Group)

Consultant shall provide to City all deliverables hereunder.

Work Plan

The project approach for the preparation of the Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan includes seven phases of service, to be provided by Consultant over the course of approximately two years and seven months. This approach has been structured to allow the completion of Phases A and B and Tasks C1, C2 and C3 of Phase C by the end of the City's current fiscal year (i.e., June 30, 2010). This schedule (see Attachment A-1) is based on, among other things, City-provided information regarding funding availability and the projected time periods for City review of Consultant's deliverables. Consultant will work with City staff to accelerate the pace of the work – including completion of Phase C in its entirety during the current fiscal year - if the City's financial and staffing resources can be adjusted to support that pace. The seven phases of work, described in detail on the following pages, are:

- A. Project Definition
- B. Pre-Charrette Discovery
- C. Community Design Charrettes
- D. Post-Charrette "Unpacking," and Detailed and Site Assessment Reports
- E. Specific Plan, Community Plan, and Neighborhood Code Preparation
- F. CEQA & NEPA Compliance
- G. Public Hearings and Plan Adoption

The project budget summary is shown in Attachment A-2, the schedule of hourly rates in Attachment A-3, and a list of meetings associated with each respective phase is attached as Attachment A-4. The primary deliverables of the services proposed herein are listed below. At each point in the process when Consultant submits draft documents for City staff review – unless noted otherwise – 15 hard copies will be submitted, along with a PDF copy.

1. The Fulton Corridor Specific Plan (Specific Plan), the planning area for which is generally as defined in the City's Request for Proposal No. 2951 (RFP) and as shown in Attachment A-5. The precise boundary for the Specific Plan will be evaluated and refined, in consultation with City staff, during Phases A and B of professional services.
2. The Downtown Neighborhoods Community Plan (Community Plan), the planning area for which is the combined Fulton Corridor Specific Plan area and Downtown

Neighborhoods area, as defined in the RFP and as shown in Attachment A-6. The precise boundary for the Community Plan will be evaluated and refined, in consultation with the City's Planning and Development Department, the Redevelopment Agency of the City of Fresno and other pertinent City departments, during Phases A and B of professional services.

3. Downtown Neighborhoods Code (Neighborhood Code), which will define form-based zoning for the area within the Community Plan that does not lie within the Specific Plan area.
4. An environmental document (EIR/EIS) addressing the requirements of the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) evaluating the potential environmental impacts of the combined Community Plan/Specific Plan/Neighborhood Code project.

Phase A - Project Definition

Task A1. Scope Refinement: In consultation with the City's Downtown and Community Revitalization Department (DCR) and the Planning and Development Department, the Redevelopment Agency of the City of Fresno (RDA), and other pertinent City departments, the Team will review and refine the Scope of Services. The sequence and the details of tasks may be reordered if doing so can improve the efficiency or effectiveness of the Team's work and/or the City staff's work.

Deliverables: Refined Work Plan and List of Deliverables

Task A2. Project Management Protocol Development: Clear lines of communication will be agreed upon between Consultant's Project Manager (David Sargent) and Project Coordinator and the DCR and other City staff, to ensure timely and effective communication on all aspects of the project. Contact persons in each relevant City department and for each of Consultant's sub-consultants will also be identified for subsequent technical coordination, as approved by the DCR's project manager.

Deliverables: Memorandum including list of contacts and agreed upon communication protocols.

Task A3. Departmental Working Group (DWG) Formation: Based on the indication in the RFP that the Team is to make recommendations for the effective deployment of City departmental staff in the implementation of the Plan, the Consultant recommends organizing a Departmental Working Group (DWG) at the outset of the project. One or more representatives from each City department and/or responsible agency (e.g. traffic, transit, utilities, parks, planning, redevelopment, etc.) would sit on such a Working Group, and would also act as the liaison for the Consultant to that department or agency.

Deliverables: Memorandum identifying names and contact information for all DWG members, and their respective points of contact on the Team.

Task A4. Project Schedule Development: In consultation with the DCR and DWG – and based on a clear understanding of the needs and capabilities of each department – the Team will develop a detailed schedule for the project, with milestones for key meetings and deliverables. It is understood that this schedule will be more detailed for the tasks scheduled for completion during the current fiscal year, and more general for tasks falling in subsequent fiscal years.

Deliverables: A detailed project schedule through Task C3 in either Microsoft Excel or Microsoft Project format, and an outline schedule of subsequent major phases and tasks.

Task A5. FCSPCAC/DNCAC Meetings and Coordination: The Team will meet with the Fulton Corridor Specific Plan Community Advisory Committee (FCSPCAC) and the Downtown Neighborhoods Community Advisory Committee (DNCAC), individually and/or separately to brief them on the project approach and Work Plan and to solicit their input and support with the public communication and community outreach program that will sustain public conversation throughout the life of the project. Meetings with these Advisory Committees will typically be scheduled on the same or consecutive days to facilitate the Team's attendance at selected meetings.

In addition, the Team will also collaborate with ongoing planning efforts of the City, described by the Draft Scope of Work prepared by the City's Planning and Development Department for the preparation of the City of Fresno Green Development Code and update of the 2025 Fresno General Plan including, without limitation:

- The Fresno Green Development Code (FGDC)
- Update to the 2025 Fresno General Plan to the year 2035
- Update to the City's Master Environmental Impact Report
- Activity Center Study
- Public Transportation Infrastructure/Bus Rapid Transit Study (PTIS)
- Southeast Growth Area (SEGA)

Thus, the Team will need to coordinate its work with, and seek input from, key development and real estate association leaders, elected officials, the RDA and all City Departments – including, but not limited to, DCR, Planning and Development, Fresno Area Express, Public Works, Public Utilities, Fire, Police, Parks, etc., in order to avoid complications during implementation of new zoning codes, a new design review process and numerous facets of the Specific Plan. City staff will take the lead in identifying such participants and stakeholders, forming an Ad Hoc Committee of such stakeholders, and scheduling meetings with them. It is understood that such meetings will generally be scheduled on the same day as Advisory Committee meetings to facilitate Consultant's attendance at selected meetings.

Deliverables: One memorandum for each of the Committees, summarizing the input received and decisions reached.

Task A6. Public Communication Strategy Development: Based on input from the Committees, City staff, and the City's Communications Office, the Team will develop a complete public outreach and community involvement strategy. In Consultant's experience,

it is vital that multiple channels of communication be established, including print and electronic media, schools and churches, civic and professional organizations, and word of mouth. Please refer to End Notes for more detailed information.

Deliverables: A memorandum defining the selected methods and overall strategy for public outreach.

Task A7. Website, Newsletter and Media Development: This task includes the initial design of the combination of media that emerges from Task A6, above. The primary component of the outreach process will be a robust website designed for two-way communication and mailers. The Consultant, working within the budget, will also be available for additional media outreach, such as radio and television interviews, and will consider other forms of outreach including flyers, postcards, bookmarks, refrigerator magnets, or other items that may be distributed via email, U.S. mail, churches, schools, libraries, and recreation centers. Please refer to End Notes for more detailed information.

Deliverables: A draft and final website design, and a draft and final newsletter format, and draft or final designs for other selected outreach media.

Phase B - Pre-Charrette Discovery

Task B1. Background Data Collection and Analysis: In close collaboration with, and with the active assistance of DCR and DWG staff, the Team will obtain copies of all relevant background documents, plans, reports, drawings, and other available data with which to begin work. It is understood that the majority of these have already been identified in the RFP process and received by Consultant. The DWG will be key in facilitating this effort, and with direct contact between members of the Team and members of the DWG to streamline the work. The work of the Team will encompass the entire Specific Plan and Community Plan areas as shown in Attachments A-5 and A-6.

- a. Fehr & Peers will prepare an Existing Conditions Assessment/Opportunities & Constraints Report for the Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan, based on the evaluation of existing conditions. The purpose of the document is to identify existing conditions, highlight existing mobility policies (i.e., level of service, parking, transit, etc.) and their implications, identify existing physical constraints for the downtown circulation system, and discuss neighborhood circulation issues.

Fehr & Peers will review existing documents as they relate to the project study area and planning effort. Documents to be reviewed will include at a minimum the following:

- 2025 Fresno General Plan
- Council of Fresno County Governments Regional Blueprint Study
- Fresno – Clovis Activity Center and Corridor and Corridor Intensification Study
- Central Area Community Plan

- Fulton/Lowell Specific Plan
- Fresno High Roeding Community Plan
- Roosevelt Community Plan
- Edison Community Plan
- West Area Community Plan
- Central Valley Blueprint
- City of Fresno Bicycle, Pedestrian, and Trails Master Plan
- Council of Fresno County Governments Public Transportation Infrastructure Study
- Fresno-Madera Metropolitan Freeway/Interchange Deficiency Study
- South Stadium EIR
- City of Fresno Traffic Impact Study Guidelines

The Existing Conditions Assessment/Opportunities & Constraints document will include a description of existing transportation facilities/services. This will include an inventory of:

- Bicycle routes (on and off-street) and bike parking
- Pedestrian facilities (sidewalks and crosswalks)
- Roadway lanes and intersection traffic control devices. Intersection level of service from Task B1.
- Location of freeway ramps and number of mainline and ramp lanes. This will include ramp metering. Freeway ramp operations will be determined using methodology from the Highway Capacity Manual
- Existing transit routes, frequency, transit stops and stations, and ridership data
- On-street parking type, location, number of spaces, and parking duration
- Off-street parking location and number
- Location and type of railroad crossings

Fehr & Peers will work with City staff to identify up to 80 study intersections, subject to acceptance of each by City. Any input from the State of California Department of Transportation (Caltrans) and the County of Fresno (County) would be considered by City before accepting the list. Traffic counts will be collected at the study intersections during weekday AM and weekday PM peak periods. The existing capacity at City intersections (based on number of lanes and traffic peaking characteristics) will be calculated to determine existing volume/capacity ratios and levels of service on City intersections. The intersection analysis will use methodology from the Highway Capacity Manual to determine the intersection level of service.

- b. Nelson Nygaard will review existing transit service plans, information regarding the planned high speed rail station and service, and existing parking supply and management data, and will assist Fehr & Peers in preparing diagrams and memoranda summarizing these systems.
- c. Sherwood Design Engineers (SDE) and Lars Anderson will assemble and review the existing City of Fresno water and sewer master plans including but not limited to the Urban Water Management Plan, the Downtown Hydraulic Evaluation, the

Sewer Master Plan and all assumptions used to generate the master planning and modeling efforts. Review of the existing water and sewer modeling efforts and outputs will be coordinated with any other professional consultants as recommended by City staff for their additional input. Base mapping of existing water and sewer infrastructure is readily available from the City's GIS system and will be used to develop utility base maps. Based on existing master planning efforts, modeling efforts and current land demand, a qualitative evaluation/assessment based on size, age, failures, sewer system overflow events, low pressure events, engineering standards, capacity etc. will be conducted for the water and sewer system. The water and sewer systems will be graded and mapped for the Plan Area. Most of this information is available from the GIS system or existing studies. However, once assembled the evaluation/assessment will be based on best engineering practices and standards in an effort to provide an understanding of the existing sewer and water conditions.

The City will provide access to the Storm Water System Master Plan from the Fresno Metropolitan Flood Control District (Flood Control) to be reviewed in coordination with specific issues relative to the separation of responsibilities between Flood Control and Public Works.

Sherwood Design Engineers will review and coordinate with the current efforts of Sustainable Fresno Energy and the Water Resource Efficiency Programs.

Additional Services Option (Addition of services in paragraphs i and ii, below, shall be subject to Section 4(d) of the Agreement)

- i. Water Distribution System Enhancement Plan - Building off of the existing body of work and the discovery phase of this project, a detailed existing conditions report, upgrade priority map and necessary upgrade schedule will be produced for all public water distribution facilities in the study area. Enhancement Plan will identify specific upgrade and costs related to maintaining baseline land use intensities in addition to proposed land use intensities from the Specific Plan. As this work will be concurrent to the Specific Plan, the hydraulic model produced by West Yost and Associates will be applied to identify the specific impacts of various scenarios developed during the Specific Plan and used to develop a Water Distribution Enhancement Plan that reflects the ultimate approved upon program of the Specific Plan.
- ii. Sewer Distribution System Enhancement Plan - Building off of the existing body of work and the discovery phase of this project, a detailed existing conditions report, upgrade priority map and upgrade schedule will be produced for all Sanitary Sewer distribution facilities in the study area. Enhancement Plan will identify specific upgrade and costs related to maintaining baseline land use intensities in addition to proposed land use

intensities from the Specific Plan. As this work will be concurrent to the Specific Plan, the City's existing sewer modeling software will be applied to identify the specific impacts of various scenarios developed during the Specific Plan and used to develop a Sewer Enhancement Plan that reflects the ultimate approved upon program of the Specific Plan.

- d. Historic Resources Group (HRG) will collect information to permit them to review all existing relevant historic surveys and reports, and to summarize that information for reference during the planning and design process. Additional levels of detail and the State of California Department of Parks and Recreation (DPR) documentation will be completed as part of the Environmental Review process.
- e. Greenwood and Associates—in coordination with HRG—will collect information necessary to conduct a preliminary archeological survey and assessment, identifying likely concentrations of cultural resources from records including Sanborn Fire Insurance Rate Maps. The level of information gathered in this phase will be sufficient to guide planning level decisions, with additional levels of detail added as part of the Environmental Review process.
- f. Krazan & Associates, in coordination with Greenwood and Associates, will collect historic aerial photographs and Sanborn Fire Insurance Rate Maps for review in order to identify likely locations of geo-environmental liabilities. The level of information gathered in this phase will be sufficient to guide planning level decisions, with additional levels of detail added as part of the Environmental Review process.
- g. Strategic Economics (SE) will collect any available and appropriate background material including recent market studies, financial feasibility studies, fiscal impact studies, and other economic studies prepared for the City or for individual projects within the City.
- h. Raimi + Associates (R+A) will review the policies found in the Fresno General Plan and all applicable specific plans and community plans, and prepare a summary report consisting of tables, narrative and diagrams that summarize the currently applicable policies in each geographic and topical area within the plan area.

Deliverables: Indexed library of collected hard-copy and electronic documents. Technical memoranda documenting existing traffic data and intersection level of service and existing transportation conditions for all modes, existing infrastructure capacities for the water and sewer system and general condition, including an evaluation of the condition of the existing infrastructure, the water and sewer resources that have been planned for the 2025 general plan and how the specific plan may or may not impact the existing and 2025 general plan infrastructure. Collected historic maps and photographs necessary to conduct preliminary assessments of historic and archeological resources

and geo-environmental liabilities. Market data to support the preparation of market analyses.

Task B2. Field Investigation: Key members of the Team will deploy themselves to Fresno to observe and document the existing conditions within the project area. Certain members of the DWG and their staffs will assist and/or accompany Consultant to certain areas for specific purposes, so that the Team may fully understand the place as it is. Specific dimensions of this field investigation will include:

- a. Photo-documentation of all streets, public spaces, public buildings and representative private buildings.
- b. Initial Environmental Site Assessment, generally characterizing the probable location's geo-environmental liabilities at a planning level.
- c. Archeological Assessment generally characterizing the probable "hot spots" for archeological resources.
- d. Preliminary characterization of historic resources. (Detailed history property survey reports and DPR A and B forms will be prepared later.)
- e. SE will join with the Team and the City of Fresno to tour and inspect the Fulton Street Corridor and Downtown Neighborhoods, and to discuss the City's goals and objectives for study area.
- f. R+A will be making observations particular to the relationship between current policy direction and the built environment.

Task B3. Base Mapping and Analysis: Based on GIS and aerial photography files provided by City staff, together with available record drawings of public facilities and improvements, Consultant will assemble a unified base map of the entire Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan planning area in AutoCAD format. This file will be the base drawing for design work and graphic presentations.

Consultant will prepare a complete catalog of diagnostic maps and diagrams of existing urban conditions, including street network diagrams, public space diagrams, figure field diagrams showing building footprints, and existing zoning/specific plan/community plan/general plan comparative diagrams.

The Team's engineers will develop utility mapping, flood mapping, sustainable systems/opportunities mapping and general topographic mapping.

Additional diagrams and illustrations will be added, as warranted by the emerging information and understanding of the place. To further enhance the quality of this analytical work, the City's GIS specialists will collaborate with Consultant in the preparation of these diagrams and maps.

Deliverables: AutoCAD and GIS maps of planning area and analytical diagrams as noted above.

Task B4. Economic and Market Analysis: SE will prepare a series of economic and market analyses to provide a solid foundation upon which to build an economic development and fiscal strategy for the Community Plan area. These studies will be as follows:

- a. Economic and Demographic Analysis: Building on employment data already collected for the PTIS, SE will evaluate the Fulton Corridor and Downtown Neighborhoods within the regional context of the San Joaquin Valley/Fresno County region. This task will include the following subtasks:
 - i. Review of historical and projected employment and demographic trends in Fresno and the San Joaquin Valley region based on sources such as the Census Bureau, Fresno COG, Longitudinal Employment-Household Dynamics (LEHD), and California Employment Development Department (EDD).
 - ii. Evaluate the role that High-Speed Rail may play in inducing employment and household growth in the City of Fresno.
 - iii. Using data sources such as Claritas and LEHD, evaluate the demographic and economic conditions of the Downtown neighborhoods.
 - iv. Interview 5-8 community stakeholders (business owners, elected officials, community leaders etc.) in person and by telephone to identify the key economic issues in the City of Fresno.

The analysis will allow SE to identify the economic sectors with the most growth potential in the future, and the study area's competitive advantages and disadvantages in capturing economic and household growth.

- b. Housing and Office Market Analysis: Relevant real estate data for housing and office uses will be collected. Such data will include: an inventory/estimate of existing square feet of space/ units, vacancy rates, rents/sales prices, typical tenants/buyers, and recent absorption rates as available. Existing competitive supply of similar product for the land uses elsewhere in the city will also be evaluated to provide a context for understanding market activity in Fresno. As part of this task, information on recently built or renovated projects as well as planned and proposed projects will be compiled and mapped. This information will provide an additional profile of current market activity.

To round out this information and to understand the specific market conditions in each of the Downtown neighborhoods, SE will interview real estate brokers, developers, and key property owners familiar with the study area by phone.

Building on SE's Transit-Oriented Development residential demand estimate from the PTIS study, SE will project housing development potential in the study

area in the short-term and long-term. Based on future employment growth estimated in the previous task, SE will also estimate future office development potential in Fresno and the study area in the short-term and long-term.

- c. Retail and Entertainment Market Analysis: Fresno's existing theater district will provide an opportunity to establish Downtown Fresno as the entertainment and retail destination within the Central San Joaquin Valley region. In order to determine the size of the potential for developing an entertainment district with restaurants and retail in the study area, SE will conduct the following subtasks:
 - i. Map regional retail and entertainment centers (including theaters and other live performance, film, theater and music venues) in Fresno and the Central San Joaquin Valley region.
 - ii. Evaluate retail taxable sales trends and per capita retail spending for the City and for the study area.
 - iii. Conduct a leakage analysis for Fresno, comparing the performance of its retail supply to other competitive nearby cities.
 - iv. Based on the data collected above, estimate the amount of supportable retail, restaurant and entertainment space that could be developed in the study area in the short and long-term.
- d. To round out these data, SE will conduct up to four case studies of entertainment districts anchored by recently renovated or redeveloped historic buildings (including historic theaters), investigating the adaptive reuse strategies, financing mechanisms and incentives, and partnerships formed for implementation. Additional factors to be studied include proximity of these entertainment districts to civic venues such as stadiums and how these districts leverage civic and social events such as downtown festivals, outdoor dining, rooftop bars, etc. SE will work with the City to identify a list of cities/topics to be studied.
- e. Financial Feasibility of Potential Building Types: While the real estate market analysis findings will assist in defining an overall land use pattern for the study area that reflects market demand, the financial feasibility analysis of development prototypes will ensure that the form-based coding also specifically reflects development realities, as well as inform the Specific Plan as to what incentives and regulations might encourage desired types of development/rehabilitation. Strategic Economics will prepare a static pro forma analysis of up to three building types, such as mixed use residential over retail, mixed-use office over retail, and residential-only buildings on a "typical" development parcel in the study area. Both new construction and rehabilitation of existing buildings will be considered in this analysis. The financial analysis will test overall feasibility from the perspective of the developer, and each building type's sensitivity to key policy variables such as heights/FARs, parking ratios, parking construction types (surface, structure, etc.), mixed-use requirements, etc. SE will work with the other

sub-consultants of the Team to derive key inputs such as site capacity, rehabilitation costs, parking ratios, etc. SE will also interview developers active in the Fresno region to review the development assumptions in the financial model.

- f. Economic Development Summit: SE will invite national experts to attend a two-day summit to discuss best practices, funding sources, and strategies to revitalize and stabilize distressed neighborhoods without displacing existing residents and businesses. Invited guests would include leaders from national organizations, foundations, and neighborhood organizations such as Enterprise Community Partners, Local Initiatives Support Corporation (LISC), Dudley Street Neighborhood Initiative, Policy Link, NeighborWorks, Low-Income Investment Fund (LIIF), Ford Foundation, and Annie E. Casey Foundation. SE has working relationships with nearly all of these organizations. Local community leaders, City staff, and the Team would be invited to attend this summit to learn from the experiences of other communities facing similar challenges, and potential implementation tools to apply to the Downtown neighborhoods.

Day 1: Half-day tour of Downtown neighborhoods, followed by presentations from up to five experts of an applicable case study.

Day 2: The Team will present the findings as part of a pre-Charrette Discovery in a public session. A panel of experts, Staff, consultants, and community members will discuss lessons learned and strategies for neighborhood preservation that could be applied in Fresno.

Deliverables: A number of PowerPoint presentations, and a memorandum summarizing the proceedings, discussion and conclusions.

Deliverables: Summary reports as noted.

Task B5. Policy and Plan Analysis and Summary Report: The Team will review the policies found in the general plan and all applicable specific plans and community plans, Urban Water Management Plan, Recycled Water Master Plan and prepare a summary report consisting of tables, narrative and diagrams that summarize the currently applicable policies in each geographic and topical area. This will include a policy report prepared by engineering team focused on transportation, water supply, water and sewer infrastructure, and environmental sustainability.

Although the community's vision for the future will not yet have been developed at this point in the process, there is sufficient clarity in the RFP regarding the general trajectory of this planning process to enable Consultant to classify certain existing policies as being generally supportive of, contrary to, or neutral with respect to the goals and objectives that are likely to emerge from the process. This report will also evaluate the City's success or failures to implement existing policy. Identify those road blocks in order to avoid the same failure if a new policy is developed.

This will be helpful during initial discussions with departmental representatives and others in subsequent tasks.

Deliverables: A report summarizing all applicable goals and policies found in the General Plan and relevant Community Plans, Specific Plans, the Urban Water Management Plan, and other City policy documents, which may need to be considered, reconsidered, or modified as part of the work on the Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan.

Task B6. Adaptive Reuse Guidelines: Consultant, in conjunction with Historic Resources Group (HRG), will develop adaptive reuse guidelines for the Downtown area. The guidelines will describe the advantages of reusing existing buildings, the process and criteria for remodeling and/or renovating a building, and perhaps provide before and after examples of successful building renovations. HRG will provide sample guidelines for adaptive reuse from other municipalities to aid in the development of similar guidelines for the Specific Plan area.

Task B7. Departmental Interviews: With coordination and support from the DWG, Consultant will schedule meetings with representatives of key City departments and other relevant public agencies to seek their input as to key areas, key issues, opportunities and constraints. Consultant will coordinate with the Sustainability Division of the Planning and Development Department staff to draft an approach to form-based coding for the downtown with the approaches being pursued elsewhere in the City. As part of this process, Consultant's engineering team will conduct a day of meetings to gather information regarding existing and planned utility systems within the Community Plan area, with a focus on the Specific Plan area, meeting with relevant departments to identify known deficiencies and planned improvements.

Deliverables: Meeting facilitation and notes.

Task B8. Stakeholder Interviews: In consultation with DCR staff and the Committees, Consultant will identify key stakeholders to be interviewed. During a two-day period Consultant will conduct a series of prescheduled interviews with all identified stakeholders, offering the option of confidentiality, such that specific remarks – while included in the overall record – will not be attributed to specific individuals. This offer can be very useful in eliciting information that might otherwise be unavailable to the Team.

Consultant's engineering team will participate in one day of such meetings, focusing on stakeholders who may be able to help identify known deficiencies, planned improvements and additional efforts such as regional master plans or capital improvement projects.

Deliverables: Meeting notes and a summary of input, expressing or suppressing names of contributors, as appropriate.

Task B9. Departmental Briefings: Under the auspices of the DWG, Consultant will arrange and conduct a day of departmental briefings, which may be to individual departments or the

group, disclosing the information received and preliminary conclusions reached, for discussion and direction on key technical issues.

Deliverables: Analytical posters and PowerPoint presentations, meeting facilitation and notes.

Task B10. Downtown Discovery Workshops: Consultant will conduct a one-day series of workshops, in which information gathered will be disclosed to the public. This will include the preliminary results of the site analysis, a summary of the input received in departmental and stakeholder interviews, and emerging opportunities, constraints and themes. The number and specific topics of the workshops will be as agreed with DCR staff in consultation with the DWG and the Committees, but normally include sessions focused on the public realm, transportation, housing, historic resources and economic development. Consultant's workshops will be supported by a wide array of very high quality graphics, in the form of posters that present the photography, maps, diagrams and other interpretive graphics, along with PowerPoint presentations on each topic. Consultant's key sub-consultants will participate in workshops as required, but certainly including Consultant's historic preservation team, engineering and transportation teams, and economist.

Deliverables: Analytical posters, PowerPoint presentations, summary of input received.

Task B11. Neighborhood Discovery Workshops: Consultant will conduct a one-day series of workshops focused on the Downtown Neighborhoods, similar in scope to those described above for the Downtown, but tailored to the neighborhoods in content and emphasis.

Deliverables: Analytical posters, PowerPoint presentations, summary of input received.

Task B12. Council/Commission Briefing: Approximately two or three weeks prior to Charrette #1, Consultant will deliver a summary presentation of the results of the Discovery process to a joint meeting of the City Council and Planning Commission, along with a description of the overall planning process and the upcoming Charrette. This is an important opportunity for the Team and the DCR staff to highlight emerging policy issues for those bodies and receive input.

Deliverables: PowerPoint presentation, meeting facilitation and notes.

Task B13. FCSPCAC/DNCAC Meetings and Coordination: Throughout the Discovery Phase of work, Consultant will meet with the Committees separately and jointly to keep them briefed and engaged in the outreach and discovery work, and to solicit their help and support in ensuring that the community conversation is as inclusive as possible.

Deliverables: PowerPoint presentation, meeting facilitation and notes.

Task B14. Project Management and Client Coordination:

Deliverables: Consultant's Project Manager will coordinate all Team activities with the DCR Project Manager throughout all phases, and will attend all project meetings identified on the master project schedule.

Task B15. Website and Newsletters: Consultant will prepare and distribute, subject to editorial review and approval by DCR Project Manager, newsletters on a monthly basis during the Discovery phase (i.e., Phase B herein), and keep the project website updated with the latest information, graphic materials, and notices of public meeting times and places.

Deliverables: Updated website and newsletter. See End Notes.

Phase C - Community Design Charrettes

Task C1. Charrette Logistics Coordination: In close coordination with the DCR Project Manager, Consultant will make arrangements for the two Charrettes. Consultant will make all travel and lodging arrangements for the Team, as well as for scanning and plotting services during the Charrettes. The City will make arrangements for a suitable Charrette room of approximately 5,000 s.f., within the Downtown Area, including necessary furniture and sound system. The public noticing for the Charrettes will be handled under our public communication strategy, and will include a pre-Charrette newsletter, notices on the project website, email notification to all participants in the Discovery process, and other outreach media as agreed. Please refer to End Notes for more detailed information.

Deliverables: Detailed Charrette schedule, coordination of Charrette site with City staff including design plan for the room, coordination of food and lodging for Team, and newsletter and other outreach providing public notice of the Charrette.

Task C2. Charrette # 1 – Downtown Framework, Policy, Strategy and Vision; Surrounding Neighborhoods Revitalization Strategy: This five-day Charrette will focus on framing a comprehensive urban structure for the entire Downtown, and a concise Neighborhood Revitalization strategy. The focus of this work will be twofold. In the Downtown Area and the surrounding neighborhoods, the focus will be on mobility, public realm, and economic development strategies that become the engine for physical economic and environmental improvement. The Charrette will also focus on the economic benefits of community design and historic preservation standards. In the surrounding neighborhoods, changes to General Plan-level policies that remain barriers to revitalization and economic development will also be considered, as will more detailed and tangible design interventions such as public realm and building typology. The general organization and daily focus of the Charrette — subject to discussion and coordination with the City during the Discovery phase of work — will be as follows. Please note that all the relevant urban systems will be addressed simultaneously so the topics listed below are the primary focus, but not the exclusive content, of each day's work.

Day 1: Overall structure of neighborhoods, districts and corridors, and strategies for economic development that can drive urban and environmental improvement. At lunchtime Consultant's economist will make an informational presentation—open to the public—describing the nature of the economic challenges and opportunities for Fresno, and some of the tools and techniques that are available.

Day 2: The character of the public realm, and mobility systems including pedestrian, bicycle and automobile traffic and transit systems. At lunchtime Consultant's transportation team will make an informational presentation—open to the public—regarding strategies and techniques for urban mobility, including pedestrian and bicycle safety, complete streets, transportation demand management strategies, parking strategies, and transit opportunities.

Day 3: A palette of building types for infilling the Downtown Neighborhoods—types that can resolve existing housing density conflicts and contrasts, and allow property owners to unlock the value of their property while improving the character and quality of life within the neighborhoods. At lunchtime, Consultant's Project Manager will make a presentation—open to the public—regarding form-based coding techniques for neighborhood repair and development.

Day 4: Preliminary quantification and calibration of development intensity alternatives within the Community Plan area, and testing those alternatives in terms of transportation systems and economic development potential. At lunchtime, Consultant's engineering team will make an informational presentation regarding sustainable infrastructure solutions for urban neighborhoods.

Day 5: A summary vision for the Community Plan area. The day is focused on producing drawings and other materials for the final presentation.

Deliverables: A final presentation and collection of drawings and tabulations including: Neighborhood/District/Corridor Diagram of the Greater Downtown, draft Regulating Plan that assigns development character and intensity to all blocks, Thoroughfare Type Master Plan with conceptual cross sections for typical and special thoroughfares, Illustrative Plans of selected areas within each neighborhood, five perspectives illustrating the architectural and urban character of the neighborhoods, three photo-transformations showing the cumulative effects of successive interventions in the design of selected streets or other public spaces, and tabulations of development capacity.

Task C3. Summary Report Preparation: Following Charrette #1, Consultant will compile the drawings and other information into a short summary report and parallel PowerPoint presentation, capturing the major drawings and ideas that emerged from the Charrette.

Deliverables: Summary Report and PowerPoint presentation.

Task C4. Post-Charrette #1, FCSPCAC and DNCAC Workshops: The Summary Report will be delivered to the City for distribution to the Committees. Following City and Committee review of that report, Consultant will attend a joint meeting of the Committees, or separate meetings with each Committee on the same day or consecutive days, to discuss and review the Charrette outcomes. This will give the Team the opportunity to receive further input and feedback, and also to define in more detail the subjects to be addressed in the second Charrette.

Deliverables: PowerPoint presentation, meeting facilitation and notes.

Task C5. Post-Charrette #1, DWG Workshop: This meeting would ideally occur on the same day or day prior to or following the Committee Workshop, and the general format and subject matter would be the same.

Deliverables: PowerPoint presentation, meeting facilitation and notes.

Task C6. Post-Charrette #1, Council/Commission Briefing: The Team will assist DCR staff in presenting to the Commission and Council both results of Charrette #1 and the input provided by the DWG and Committees, and receive comments and direction which will inform the work of Charrette #2.

Deliverables: PowerPoint presentation, meeting facilitation and notes.

Task C7. Pre-Charrette #2, Enhanced Mapping: Prior to Charrette #2, Consultant will prepare a 3-D laser scan of selected portions of the Fulton Mall. This scan would generate a three-dimensional record of the existing conditions as well as providing a three-dimensional model of that space for use in studying design alternatives for potential alterations to or transformations of the Mall.

Deliverables: Laser scan files in raw "point cloud" form and 3-D vector-based model in SketchUp format.

Task C8. Charrette #2 - Fulton Corridor/Downtown Vision and Strategy: This five-day Charrette will focus on the urban and architectural design of the Fulton Corridor Plan Area. The work will address lot-by-lot and block-by-block policy and design considerations and the detailed design of the entire Downtown public realm, and specifically the Fulton Mall and high-speed transit (HST) station area. The following day by day work program is subject to modification, in consultation with City staff and the Committees, during Phases A and B of professional services.

Day 1: The economic development potential – and design program – for the Downtown Core will be the central focus of the first day's work. The potential development capacity of the area will have been assessed in detail in the pre-Charrette analytical work, and based on the pre-Charrette market studies a series of alternative strategies and patterns for deploying the potential supportable development within the Downtown Area will be presented and discussed. Simultaneously designers will begin studies of public realm design and mobility systems based on the preferred economic development patterns. At lunchtime, Ms. Belzer will deliver a presentation on economic development tools and strategies for downtown and transit-oriented development.

Day 2: The transformation of the Fulton Mall will be a key focus of this day's work, along with consideration of connections of all types to the HST station area. The Consultant's transportation team will be supporting these studies with real-time modeling of alternative modifications to the circulation patterns in and around the Mall, and the entire design team will be working on strategies for linking the Mall more powerfully to the public space network. At lunchtime the Consultant's historical resources team will deliver a presentation based on their

pre-Charrette research focused on the history and significance of the Fulton Mall in a local, State, and national context.

Day 3: Transportation and parking systems – in relation to the emerging development program – will be the center of this day's work, with Fehr & Peers and Nelson Nygaard taking the lead in defining the vehicular and transit circulation, and parking, necessary to support the emerging development program and Fulton Mall revitalization concepts. The Consultant's design team will continue working on building type and public space components. At lunchtime, the Consultant's transportation team will deliver a presentation of best practices in complete street design, park-once systems and high-speed rail station area design considerations.

Day 4: The full public realm of the Downtown Core will be the focus of this day's work, balancing the requirements for automobile circulation with the requirements of successful downtown retail, office and residential development. Teams of designers will be working concurrently on concepts for adaptive reuse of existing buildings and typological possibilities for new buildings. At lunchtime, Mr. Polyzoides will deliver a presentation on the placemaking qualities of various building types and form-based coding techniques – focusing on transit-oriented development – and the public realm character and function that is required to support the success of such development types.

Day 5: This day, as always, will be completely focused on producing the drawings and other materials for the final presentation.

Deliverables: A final presentation and collection of drawings and tabulations including: Illustrative plan of entire Downtown core, thoroughfare master plan and cross sections of key streets, circulation diagrams describing the proposed flow of all modes, park-once diagrams and parking tabulations, conceptual master plan for the HST station area and other public facilities of focus, conceptual urban design plans for key public plazas, parks and other open spaces, a 3-D model of the Fulton Mall, 5 perspective illustrations of key public spaces and typical and focal buildings, 3 photo-transformations of key public spaces, including 1 or 2 of the Fulton Mall.

Phase D - Post-Charrette “Unpacking”

Task D1. Vision Summary Report Preparation: Following the Charrette, Consultant will prepare a summary report of the combined results of the Charrette, including a description of development intensities and capacities, and deliver it to City staff for review and comment.

Deliverables: Charrette summary report.

Task D2. Strategy Summary Report Preparation and Review: Strategic Economics will prepare and deliver a draft report summarizing the economic base analysis conducted up to this point.

Deliverables: Report describing the strategies considered in the Charrette process, the emerging consensus strategy, the preliminary development program, and the principal economic and fiscal considerations associated with the strategy and program.

Task D3. Policy Summary Report Preparation: Based on the pre-Charrette policy analysis and on the results emerging from the Charrette, Consultant will prepare a report summarizing the primary policy shifts – including new policies to be adopted and existing policies to be revised – necessary to support the community’s vision for the future of the Community Plan area.

Deliverables: Report comprised of narratives, policy consistency tabulations, and maps and diagrams relating the areas of existing plans to those of the emerging Downtown Plan.

Task D4. Post-Charrette FCSPCAC/DNCAC Workshop: The reports described above will be delivered to the City for distribution to the Committees for review. The Team will then meet with the Committees, together or individually on the same or consecutive day(s), to present the information represented in those reports for discussion and to receive input from the Committees.

Deliverables: PowerPoint presentation, meeting facilitation and notes.

Task D5. Post-Charrette DWG Workshop: The Team will meet with the DWG to review their questions and comments on the Draft Reports.

Deliverables: PowerPoint presentation, meeting facilitation and notes.

Task D6. Post-Charrette Meeting with City’s General Plan Update Team. The Consultant will meet with the City’s General Plan Update Team and present the information represented in the reports described above for discussion and to receive input.

Task D7. Revisions to Summary Reports: Based on input received from the DWG, Committees, and the City’s General Plan Update Team, and based on direction from the DCR, Consultant will make revisions to the Summary Reports. The Final Summary Reports shall form the basis for the generation of the Specific Plan and subsequent EIR. Any substantial changes to development program after Phase D may trigger additional services subject to Section 4(d) of the Agreement.

Deliverables: Revised Summary Reports.

Task D8. Historic Property Survey: Historic Resources Group will prepare a historic property survey report for the Plan Area that includes the following:

- a. A historic context developed through review of primary and secondary source materials and which identifies the significant historic themes and property types for the area.

- b. DPR A and B forms for 300 properties within the Plan Area prepared to State of California (Office of Historic Preservation) standards. The City will provide a list of properties to survey and maps of the survey area, including parcel numbers and street addresses of the properties to be surveyed. Historic Resources Group will be responsible for pulling building permits.
- c. Some illustrative maps that show potential historic districts and patterns or periods of development, as dictated by survey results. In addition, Historic Resources Group will provide raw survey data to the City, so that the City may generate additional maps in the future.

Deliverables: One draft and one final survey report for the project area using standard preservation practice as outlined in National Park Service and Office of Historic Preservation bulletins.

Task D9. Environmental Site Assessment: Following upon the initial survey work in the pre-Charrette Discovery Phase, Krazan & Associates will complete the more detailed site assessment and report as defined in Attachment A-9.

Deliverables: Environmental Site Assessment report

Task D10. Archeological Assessment: Following upon the initial survey work in the pre-Charrette Discovery Phase, Greenwood and Associates will complete the more detailed site archeological assessment and report as defined in the RFP and Attachment A-10.

Deliverables: Archeological Assessment report

Task D11. Utilities Assessment: provide an assessment describing the impacts to water and sewer infrastructure and catalogue any solutions or constraints identified during the two Charrettes.

Deliverables: Utility Assessment Report

Task D12. Project Management/Client Coordination: The Consultant's Project Manager will coordinate the Team's work with the DCR Project Manager throughout all phases of work.

Deliverables: Communication primarily via email, with telephone and hardcopy communication as appropriate.

Task D13. Newsletter and Website Development

Deliverables: Updated website and newsletter.

Phase E - Specific Plan, Community Plan, and Neighborhood Code Preparation

Task E1. 1st Administrative Draft Fulton Corridor Specific Plan: Based on the Summary Reports and comments received from DCR and DWG staff, and the Committees, the Team will prepare an initial draft of the Fulton Corridor Specific Plan including a form-based code. The Specific Plan will include all elements required by California State Law and the Fresno

Municipal Code, section 12-601, et seq., (The Local Planning & Procedures Ordinance) referenced in the RFP, and the content identified in pages 7-13 of the RFP.

Deliverables: Based on the objectives for this project and in reviewing the RFP for the expected content/topics, the outcome of this effort for the downtown core will result in a Fulton Corridor Specific Plan. The document will be prepared in manner such that the City and the private sector will be able to use the information easily and effectively. 15 color copies and a PDF will be provided.

Task E2. First Admin Draft Downtown Neighborhoods Community Plan: The DNCP will both expand the area of and supersede the existing Central Area Community Plan, and selected areas of adjoining Community Plans, as shown in Attachment A-7. The Fulton Corridor Specific Plan will be nested within and will be one of the geographic components of this new DNCP.

- a. Modify boundaries for the West Area, Edison and Roosevelt Community Plans to remove the areas within the Downtown Neighborhoods (per Attachment B of the RFP – Preliminary Downtown Neighborhoods Plan Area Map);
- b. Modify boundaries of existing Central Area Community Plan to include the areas within the Downtown Neighborhoods (Attachment B of the RFP – Preliminary Downtown Neighborhoods Plan Area Map);
- c. Prepare list of adjustments/actions to amend or repeal existing City Plans applicable to the study area (i.e., General Plan, Central Area Community Plan, Fulton-Lowell Specific Plan, etc.) to reflect the policy direction, vision, and details of the Fulton Corridor Specific Plan and its relationship to the surrounding Downtown Neighborhoods Community Plan.
- d. Coordinate efforts with the Sustainability Division as they update the Fresno General Plan and extend its time horizon to the year 2035 and draft the FGDC to reflect the policy direction, vision and details of the Fulton Corridor Specific Plan and its relationship to other planning efforts.
- e. Consultant will prepare a staff report along with exhibits to be presented in a Planning Commission public hearing and City Council public hearing.

Task E3. First Draft Form-Based Code/Guidelines: To equip the Downtown Neighborhoods Community Plan with its own set of development standards and design guidelines. These will be form-based, as will be the code and guidelines for the Fulton Corridor Specific Plan, providing a compatible platform for implementation across the entire project area and the updated 2035 Fresno General Plan.

Deliverables: Consultant will deliver the neighborhood code and guidelines necessary to implement the new Community Plan. Consultant has reviewed the nineteen-topic structure of the existing Central Area Community Plan and will reconfigure that

information to be directly compatible with the new Community Plan and Code. 15 color copies and a PDF will be provided.

Task E4. DWG Review and Workshop: Consultant will deliver the completed Draft Documents to the DCR for distribution to other departments and the Committees. The Team will then meet with the DWG in one or several workshops to review and discuss the draft documents and receive questions and comments.

Deliverables: Meeting facilitation and notes.

Task E5. FCSPCAC/DNCAC Review and Workshop: Consultant will meet with the Committees separately to review the documents related to their area of interest. Consultant will deliver summary presentations of the document content, and engage the Committees in discussion to solicit their input.

Deliverables: PowerPoint presentations, meeting facilitation and notes.

Task E6. Implementation of Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan: R+A will lead Consultant's work with City staff to identify the adjustments, amendments, and actions necessary to make the Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan effective upon their adoption by the City.

Consistency Re-zoning: Consultant will assist staff in this task by using staff-generated lists of affected properties and property owners from City databases to prepare staff reports for the consistency re-zoning hearings, and with facilitation and general coordination for each hearing. Consultant will initiate this process with informative community workshops aimed at presenting property owners with the technical differences between their current zoning and the proposed zoning. It is more effective and positive to include this step rather than moving directly to formal consistency re-zoning hearings. Consultant will lead up to two educational community workshops for each of the four adjacent areas: West Area, Edison, Roosevelt and the Fulton Corridor Specific Plan area. Upon concluding these workshops, Consultant will assist City staff in preparing for the consistency re-zoning hearings by preparing a draft staff report for each of the four areas (West Area, Edison, Roosevelt and the Fulton Corridor Specific Plan), and will attend one consistency re-zoning hearing per each of the four areas before both the Planning Commission and the City Council.

Task E7. Water and Sewer Infrastructure Evaluation and Mapping: Based on land use and new or revised alignments for various corridors, Sherwood Design Engineers will provide water and sewer distribution upgrade recommendations. These are to include: evaluation of water and sewer distribution needs based on increased densification. Identification of the impacts of utility relocation with respect to the new transportation method and/or vehicle circulation plan and develop mapped and documented alternatives. Cost estimates, within an order of magnitude, will be developed for the preferred alternatives as they relate to the upgrades and improvements defined in the Specific Plan.

Task E8. Water and Sewer Policy Evaluation for new Development: Based on land use or the application of the Form Based Code, Sherwood Design Engineers will develop water and sewer usage criteria for the evaluation of proposed development projects. Consistent water and sewer usage criteria will be developed to evaluate specific types of developed in order to evaluate and track capacity consumption and to ensure compliance with the Water Supply Assessment.

Task E9. 2nd Admin Draft Documents: Based on the input received from the DWG and Committees, and upon direction from the DCR staff, Consultant will revise and resubmit the Draft Documents for City review.

Deliverables: Second Draft Fulton Corridor Specific Plan, Downtown Neighborhoods Community Plan and Neighborhoods Code. 15 color copies of each report and a PDF will be provided.

Task E10. DWG Review and Workshop: Consultant will then meet with the DWG in one or several workshops to review and discuss the draft documents and receive comments.

Deliverables: PowerPoint presentations, meeting facilitation and notes.

Task E11. FCSPCAC/DNCAC Review and Workshop: Consultant will meet with the Committees jointly to present the revisions made in response to comments received, and engage the Committees in discussion to solicit further input.

Deliverables: PowerPoint presentations, meeting facilitation and notes.

Task E12. Public Draft Documents: Based on the input received from the DWG and Committees, and upon direction from the DCR staff, Consultant will revise and resubmit the Draft Documents for City review.

Deliverables: Public Draft Fulton Corridor Specific Plan, Downtown Neighborhoods Community Plan and Neighborhoods Code. 15 color copies of each report and a PDF will be provided.

Task E13. DWG Review, Workshop, and Form-Based Code Training: Consultant will meet with the DWG in one or two workshops to review and discuss the draft documents and receive comments. Consultant will also lead two workshops for staff training in the use of Form-Based Codes in general, and the Fulton Corridor Code in the Specific Plan and the Neighborhoods Code, in particular.

Deliverables: PowerPoint presentations, meeting facilitation and notes. Facilitation of up to four workshops.

Task E14. FCSPCAC/DNCAC Review and Workshop: Consultant will meet with the Committees jointly to present the revisions made in response to comments received, and engage the Committees in discussion to solicit further input.

Deliverables: PowerPoint presentations, meeting facilitation and notes.

Task E15. Public Hearing Draft Documents: Based on the input received throughout the environmental review process, Consultant will make minor revisions to the Public Hearing Draft Documents.

Deliverables: Public Hearing Draft Fulton Corridor Specific Plan, Downtown Neighborhoods Community Plan and Neighborhoods Code. 15 color copies of each report and a PDF will be provided.

Task E16. Final Documents: Based on input and direction received during the public hearing process, Consultant will make final minor revisions to the Fulton Corridor Specific Plan, Downtown Neighborhoods Community Plan and Neighborhoods Code and deliver them in PDF form.

Deliverables: Final Documents. 100 color copies of each report and a PDF will be provided.

Task E17. Project Management/Client Coordination: Consultant's Project Manager will coordinate the Team's work with the DCR Project Manager throughout all phases of work.

Deliverables: Communication primarily via email, with telephone and hardcopy communication as appropriate.

Task E18. Newsletter and Website Development: Based on the progress of the public review process, Consultant will periodically update the project website and prepare newsletters for distribution.

Deliverables: Updated website and newsletters.

Task E19. 5-Year Support: Following completion and adoption of the Plan, Consultant will be available for a period of at least 5 years to provide design and site review support and advisement to City staff for at least the first 5 development projects that are proposed within the Community Plan area. The services will be provided on the basis of the Schedule of Hourly Rates in Attachment A-3, not to exceed a total of \$50,000.

Phase F - Environmental Review

In addition to meeting the environmental review requirements of the California Environmental Quality Act (CEQA), compliance with the National Environmental Policy Act (NEPA) is also required to allow the use of Federal Community Development Block Grant (CDBG) funds. Due to the size of the project, it is more than likely that the preparation of an Environmental Impact Statement (EIS) will be required to comply with NEPA. Combined EIR/EIS documents will be prepared to comply with CEQA and NEPA, specifically, implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1508); Housing and Urban Development (HUD) Regulations (24 CFR Part 58); and NEPA-Related Laws and Authorities (24 CFR 58.5). The EIS effort will basically consist of reformatting the information collected for CEQA compliance into the joint EIR/EIS document. Close coordination will be maintained with the City Attorney's Office and City's Planning and Development Department to allow for their input.

Task F1. Project Description Preparation: To initiate the CEQA and NEPA review of the Fulton Corridor Specific Plan and the Downtown Neighborhoods Community Plan and Code, Impact Sciences will coordinate with the Team to prepare written and illustrated descriptions of each project to serve as the basis for analysis. The Project Description will include maps and drawings identifying and illustrating the key characteristics proposed in both the Fulton Corridor and surrounding neighborhood planning areas. The Project Description will identify the distinct boundaries of the Fulton Corridor Specific Plan and the Downtown Neighborhoods Community Plan but will express the project description as the combination of those areas.

The Project Description will meet all CEQA content requirements by including project objectives and a list of all public approvals that may be required to implement the project and a list of all agencies that will be expected to use the EIR for CEQA clearance in their actions related to the project. To meet NEPA requirements, the description will include the purpose and need for the proposed action, a description of the alternatives and proposed action, a description of the affected environment, and environmental consequences of the alternatives and proposed action.

Deliverables: Draft Project Description for the Fulton Corridor Specific Plan and Downtown Community Plan and Code.

Task F2. DWG Review and Meeting: The Team will meet with the DWG to present and discuss the Draft Project Description. Based on comments received, Consultant will prepare the Final Project Descriptions.

Deliverables: Attendance at meeting and Final Project Descriptions.

Task F3. NOP/NOI Preparation: The CEQA Notice of Preparation and NEPA Notice of Intent will be prepared.

Deliverables: Draft NOP/NOI for each EIR/EIS

Task F4. DWG Review and Approval: Based on comments received from the DWG, Consultant will revise the NOP/NOI for the EIR/EIS.

Deliverables: Final NOP/NOI for the EIR/EIS

Task F5. Public Scoping Meeting: Impact Sciences will prepare public information materials for the public scoping meeting.

Deliverables: Meeting materials and attendance at a scoping meeting for the project.

Task F6. Technical Report Preparation: The following technical reports will be prepared:

- a. Infrastructure Analysis: Infrastructure analysis to be completed as part of the Specific Plan and will identify sewer and water system impacts based on current and future needs pertaining to the Plan Area. Impacts that may be studied

include: type of facility, age of facility, size of the main(s), current sewer capacity, future sewer capacity needs, domestic water supply, ground water conditions, water conservation measures and fire suppression. Additionally, in support of the EIR, SDE will formalize the water supply element through the production of a Water Supply Assessment per SB 610 regulations. As previously discussed specific development evaluation criteria and methodology will be developed in order to evaluate new development to ensure compliance with the WSA. The storm water system impacts in the form of a drainage report meeting the requirements of the Flood Metropolitan Flood Control District will be prepared.

- b. Traffic and Transportation Impact Analysis: Fehr & Peers will prepare comprehensive traffic and transportation impact analyses and reports for the Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan, meeting all requirements of the RFP and City requirements. See Attachment A-8 for the detailed scope of those reports.
- c. Environmental Site Assessment: A technical report summarizing the findings of the ESA will be prepared by Krazan & Associates. See Attachment A-9 for the scope of that report.
- d. Cultural Resources Assessment: A technical report summarizing the findings of the Cultural Resources Assessment will be prepared, in consultation with the City's Historic Preservation Officer, by Greenwood and Associates. See Attachment A-10 for the scope of that report.
- e. Historic Resources Assessment: A technical report summarizing the findings of the Historic Resources Assessment will be prepared by Historic Resources Group. See Attachment A-11 for the scope of that report.

Deliverables: 15 color copies and a PDF of reports noted above.

Task F7. Administrative Draft EIR/EIS Preparation: Impact Sciences will prepare one complete Administrative Draft EIR/EIS for review for the Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan. The Draft EIR/EIS will include the following sections:

- a. Executive Summary. The Executive Summary will identify the significant effects of the project; issues raised by the agencies and the public; and the relation to the General Plan. Actions associated with the project, including all approvals and reviews necessary for implementation of the project, will be identified and listed.
- b. Introduction. The Introduction will summarize the role of the EIR/EIS in the environmental review process.
- c. Project Description. The Project Description developed under Task F1 above will be included.

- d. Environmental Setting. This section will outline the environmental setting of the planning areas focusing on the current state of the immediate environment and the regulations that currently apply to the planning and development in the plan areas.
- e. Environmental Impacts. Technical analysis of potential impacts will be provided, based on the technical studies described above and the additional analysis conducted. Explicit thresholds of significance will indicate what standards apply to the environmental category and will be the basis for determining whether a project effect is or is not significant
- f. Mitigation Measures. This section will identify mitigation measures required to avoid or minimize any identified significant impacts. Any mitigation needed in addition to the compliance with existing standards and regulations will be practical and specific.
- g. Level of Impact after Mitigation. This section will identify the residual impact remaining after the identified mitigation is implemented.
- h. Analysis of Alternatives. This section will provide analysis of alternatives as required by CEQA and NEPA.
- i. Other CEQA/NEPA Sections. This section will provide all other sections required by CEQA & NEPA such as Growth-Inducing, Effects, Cumulative Impacts, Significant Environmental Effects, Significant Irreversible Environmental Changes, and Effects Found not to be Significant.
- j. References. This section will list references used in the EIR and identify organizations and persons consulted in preparation of the EIR.

Deliverables: 15 color copies and a PDF of Administrative Draft EIR/EIS

Task F8. DWG Review and Meeting

Deliverables: Attendance at Meeting

Task F9. Public Draft EIR/EIS Preparation: The Draft EIR/EIS will be revised in response to City comments to prepare the document for distribution to the public for the required public review.

Deliverables: One PDF of Revised Administrative Draft EIR/EIS

Task F10. DWG Review and Meeting

Deliverables: Attendance at Meeting

Task F11. Minor Revisions to Public Draft EIR/EIS: Impact Sciences will make final revisions to the EIR/EIS prior to publication

Deliverables: 15 color copies and a PDF of Final Draft EIR/EIS for publication

Task F12. Public Draft EIR Issuance: Impact Sciences will prepare and post all notices required by both CEQA and NEPA to initiate public review of the EIR/EIS

Deliverables: Public Draft EIR/EIS and all required notices

Task F13. Response to Comments: Following the completion of the public review period, Impact Sciences will work with the Team to prepare responses to the comments received. An administrative draft version of the responses to comments will be submitted for review. The final version of the responses to comments will be included in the Final EIR/EIS document.

Deliverables: Draft and Final Responses to Comments

Task F14. Final EIR Preparation: After completion of the responses to comments, the Final EIR/EIS document will be prepared incorporating the responses and all other sections required by CEQA and NEPA.

Deliverables: 15 color copies and a PDF of Final EIR/EIS

Task F15. Mitigation & Monitoring Program, Findings of Fact, Statements of Overriding Consideration: A Mitigation Monitoring Program (MMP) consistent with CEQA Guidelines will be prepared. The MMP will identify required mitigation measures, responsible implementing agencies or departments, and the time frame for implementation. A draft will be provided for review and a final version will be prepared incorporating revisions in response to the review comments provided. The required Findings of Fact and, if necessary, a Statement of Overriding Considerations will be prepared for action by the City.

Deliverables: Draft and Final MMP and related documents

Task F16. Project Management/Client Coordination: Impact Sciences will monitor progress and budget compliance to, ensure the schedule is maintained, that the budget is adhered to, and that appropriate staff is assigned as needed. Tools utilized include a company-wide labor schedule that is updated weekly to allocate staff hours over a four-month period. The Consultant also employs accounting and project management software that allows the Consultant's Project Manager to check weekly on the budget and staff utilization.

Deliverables: Monthly Written Progress Reports

Task F17. Newsletter and Website Development: Impact Sciences will prepare summaries of activity at key milestone points in the environmental review process for posting on the project website and for incorporation into the project newsletter.

Deliverables: Written Summary of Activity for inclusion in website updates and newsletter.

Phase G - Public Hearings and Plan Adoption

Task G1. Joint FCSPCAC/DNSC Workshop: The Team will deliver a presentation summarizing the Final Documents, respond to questions, and receive comments from the Committees.

Deliverables: PowerPoint presentation, workshop facilitation, and notes.

Task G2. Planning Commission Workshop: The Team will deliver a presentation summarizing the Final Documents, respond to questions, and receive comments from the Commission.

Deliverables: PowerPoint presentation, workshop facilitation, and notes.

Task G3. Joint City Council/Planning Commission Workshop: The Team will deliver a presentation summarizing the Final Documents, respond to questions, and receive comments from the Council and Commission.

Deliverables: PowerPoint presentation, workshop facilitation, and notes.

Task G4. Historic Preservation Commission: Historic Resources Group will attend one Historic Preservation Commission hearing.

Deliverables: PowerPoint presentation and notes.

Task G5. Planning Commission Hearings: The Team will attend up to two Planning Commission hearings, will deliver a presentation summarizing the Final Documents, and respond to questions and receive comments from the Commission.

Deliverables: PowerPoint presentation and notes.

Task G6. City Council Hearings: The Team will attend up to two City Council hearings, will deliver a presentation summarizing the Final Documents, and respond to questions and receive comments from the Council.

Deliverables: PowerPoint presentation and notes.

OPTIONAL TASK

Health Impact Assessment: An Health Impact Assessment (HIA) is a combination of procedures, methods and tools that systematically judges the potential, and sometimes unintended, effects of a policy, plan, program, or project on human health and the environment. R+A will begin preparing a HIA for the entire plan area per the following sub-tasks:

- a. Scoping and Goal Setting – During this task, R+A will work with City staff and the public to understand, in broad terms, the key health conditions in the community and to define the priorities for health in the community. This task will involve

meetings with key stakeholders and one or more focus groups over the course of one day.

- b. Baseline Conditions Analysis – Using the information developed during the scoping and goal setting phase, R+A will identify quantitative and qualitative indicators of health in the community and conduct an existing conditions analysis based on these indicators. Depending on the size of the study area and the availability of information, this data may be presented by sub-area to determine whether health conditions vary in the differ sub-areas of the community. This will provide a baseline for the health impact assessment. The result will be a brief report and matrix outlining the health status in the study area (Health Status Report).
 - g. Plan/Alternatives Assessment for HIA – During the design process, R+A will conduct a quantitative and qualitative assessment of the proposed plan and its alternatives. The findings will be summarized in a report.
 - h. Policy Development for HIA – Based on the results of the Plan/Alternatives assessment, R+A will prepare recommendations and health-related policies for the plan. This information will be presented in a technical memorandum for inclusion in the final plan.

Deliverables: Health Status Report and matrix.

END NOTES

To avoid lengthy descriptions of certain elements of the project approach and scope of services above, certain details of that work are described in greater detail below. The scope of services, budget and schedule are based on the following understandings.

Public Outreach

Translation

Consultant's staff includes a number of members who are fluent in both English and Spanish. Such staff will attend key meetings as identified by the City. It will be the responsibility of the City to provide translation into other languages.

Community Outreach Postcards

The approach to public outreach includes active encouragement of community participation, through mailings of postcards and other notices, to encourage public participation. Postcard text shall be in both English and Spanish. It is the responsibility of the City to identify groups of interest and to provide addresses of individuals, and other contacts who will likely be interested in the project. The usual deliverable is a periodic postcard to encourage meeting participation at major stages of the work, and other additional or alternative means of outreach will be explored with the City and Committees throughout the Project Definition and Discovery phases. Postcard shall be provided in accordance with Section 12-608 of the Fresno Municipal Code and any other applicable federal, state and local laws, codes, policies, and guidelines.

Project Web Site

Consultant, in collaboration with the City of Fresno Communications Office, will establish a user-friendly and informative web site and will be available to maintain the website for the project's duration. The following elements can be implemented on the site, according to the current needs and desires for the Public Participation Program. This list is not exhaustive and additional functionality or features can certainly be implemented if particular needs arise during the project without additional fees. The actual layout and navigation of the site may differ from the list of features below.

- **HOME PAGE:** This page will serve as a landing point for web visitors, and will offer a clear navigation system, quick view of basic project information, the most recent project updates, any events scheduled in the near future, as well as incentives to get people signed up and involved.
- **ABOUT THE PROJECT:** This section can contain general project information, project timelines and schedules, and PDF Downloads of various documents created during or relating to the planning process.
- **NEWS/UPDATES:** This section will provide a list of updates or news items that can contain photos. This section can allow for comments to be posted by registered users, if desired. Particular posts can be highlighted for inclusion on the homepage.

- **EVENTS/TIMELINE:** This section will provide a calendar of upcoming events and important dates, as well as any public meetings or other opportunities for involvement. A 'Track our Progress' feature could be implemented on this page, showing where in the process things are and what comes next.
- **GET INVOLVED/PARTICIPATE:** This section would include such features as Mailing List Signup (on the home page), Frequently Asked Questions (solicited from the community), Polls, Feedback Forms, and Forums/Discussion Boards.
- **DOCUMENTS AND RESOURCES:** This section would serve as a collection point for any and all documents generated during the project, sorted by a number of different categories or sections.
- **CONTACT INFORMATION**
- **LINKS / RELATED INFORMATION:** This section will provide links to other external resources of interest to community members.

Additionally, the following systems will be implemented to help provide site functionality and promote easy maintenance.

- **USER REGISTRATION SYSTEM:** A system will be developed for users to register on the site in order to participate in the community discussion space, or comment on stories posted in the news and updates section. This will promote accountability and reduce abuse of the public forums. Many elements of the public involvement functions will not require registration.
- **CONTENT EDITING AND MANAGEMENT SYSTEM:** This will allow City staff to edit and update content in a simple and consistent manner.
- **NEWSLETTER MANAGEMENT SYSTEM:** A simple yet comprehensive system for subscribing citizens to receive Regular updates, as well as handling composition, templating, archived newsletters, and the unsubscribing process.

The Charrette Process

This task focuses on taking the knowledge, base information and direction gained in Phases A & B to produce the desired outcomes that will become the constituent elements of the Specific Plan. The Charrette process is a method that can maintain and increase the level of community engagement established in early outreach and precisely identify the desired outcomes to pursue within the Plan areas. The charrette will serve as an important tool to advance the project's design and technical requirements and build broad consensus for the Plan.

Two Charrette Approach

Through the course of each of two five to six-day charrettes, participants will see the strategies that will lead to the preparation of design solutions for the various subjects. Using the results from Phases A & B, the Team will pursue ideas and solutions that are applicable and in the

realm of possibility and acceptance by the community. Throughout each day, the Team will hold working meetings on particular subjects with the appropriate stakeholders. In cases where different constituencies require engaging stakeholders and community members from distinct geographic areas, they will be accommodated by scheduling individual meetings during and throughout the charrette.

By involving the public and any other stakeholders (e.g., owner's groups, merchants, traffic engineer, planning staff, etc.), the Team's work will progress confidently toward completion. At the end of each day, current work will be presented to the participants for review and comment. Each day builds upon the next with participants clearly seeing the progress and results. The charrette will conclude with a final presentation to the community by the Team. Depending upon the issues and needs, daily summary presentations are provided to City staff throughout the charrette. On the last day of the charrette, the structural content for the Specific Plan will be presented for review and comment (e.g., land use/regulating plan, landscape/public realm plan, street network plan, infrastructure plan, form-based code).

Charrette Logistics

Consultant will coordinate with City staff to work through the various details involved with organizing the charrettes. This will be in advance of each Charrette and will begin at least one month prior to the charrette dates. Consultant will collaborate with City staff to reach the various groups and individuals that will participate in the charrette and to encourage them to attend.

Charrette Logistics & Support

Consultant has conducted over 100 charrettes as a firm and knows what it takes for them to be successful. In addition to the tasks and information identified in this scope of services, the following support items are necessary for Consultant to successfully deliver its work. Consultant will collaborate with the City to set up a highly detailed schedule for each day, incorporating meetings with the Team and City's leadership, community and staff, encouraging communication and ensuring efficiency and productivity.

Charrette location (in project area): A room that is at least 5,000 square feet in size and capable of having presentations during the day (curtains or other window coverings needed throughout the 5-day Charrette) is required. Consultant requires keys/access to the location so that we can work continuously, unless building security staff are available as early as 7:00 AM and as late as 1:00 AM. Consultant's Project Manager will be responsible for securing the location at the end of each work day.

Progress reviews: Three major reviews will occur during the 5-6 day Charrette, with additional focused reviews as the need arises. These reviews are at the end of each work day and will be scheduled in advance of the charrette to help participants organize their schedules. Impromptu requests for presentations and other such meetings can be addressed on a case-by-case basis to determine if in fact the request can be accommodated by the Team or, if the request has already been addressed by another scheduled meeting or presentation.

Charrette location setup: Access to the location the day before the Charrette begins is required, in order to organize equipment to ensure that the first day of the charrette most effective.

Charrette Participation by City / Agency Staff: In order to make the charrette and Charrette-results most effective, Consultant respectfully requests that City staff be available throughout

the Charrette-week. Most meetings will be scheduled in advance to make effective use of City staff's time but reasonable access to City staff during the Charrette on relatively short notice will ensure the best possible decision-making. Key staff members from each City department will typically need to dedicate five to ten hours of their time to the project during each Charrette.

Fulton Corridor Specific Plan: Draft Table of Contents

Executive Summary

Chapter 1: The Foundations of our Community Vision

- Regulatory Authority and Purpose, Relationship to other Plans and Regulatory Documents
- Administration of Plan and Plan-Organization
- Plan Preparation, Public Outreach Process
- Project Location
- History and Background
- Summary of Existing Conditions
- Community Priorities and Policy Framework for Intended Change

Chapter 2: Community Form and Character

- The Strategy: Community Principles, Direction, and Objectives
- Vision and Plan: Urban Form, Open Space and Streetscape Network, Environmental Stewardship
- Policies and actions regarding the regulatory changes needed to implement the Specific Plan's Strategy for Community Form and Character

Chapter 3: Transportation and Mobility

- The Public Realm: Community Principles, Direction, and Objectives
- Regional And Local Networks, Transit Network, Pedestrians & Cyclists, Street Standards, Open Space Network, Streetscape Network, Park-Once Plan
- Policies and actions regarding the regulatory changes needed to implement the transportation and mobility chapter of the Specific Plan;

Chapter 4: Implementation and Economics

- Development Capacity by Sub-Area and Block
- Entertainment, Retail and Employment Plan
- High-Speed Rail interface
- Housing Ownership Stabilization Plan
- Utility Infrastructure
- Fiscal Impacts and Revenue Projections

- Funding/Financing
- Policies and Actions regarding the regulatory changes needed to make the Specific Plan operative and effective, including repeal of the Fulton-Lowell Specific Plan, updating of the Fresno Chandler Downtown Airport Specific Plan, and modification to the Central and West Area Community Plan boundaries.
- Policies and actions regarding the regulatory changes needed to incorporate the subject areas of the Edison and Roosevelt Community Plans into the new DNCP.
- Consultation with City staff as City prepares Rezone Applications
- Edison and Roosevelt Community Plans as specified in sub-task 2.

Chapter 5: Form-Based Code

- Purpose, Applicability
- Usage
- Administration, including policies and actions regarding the regulatory changes needed to make the Code and Guidelines operative and effective.
- Permit Processing
- Regulating Plan and Zones
- Block, Lot, Subdivision Standards
- Building Type Standards
- Frontage Type Standards
- Architectural Style Guidelines
- Adaptive Reuse Design Guidelines
- Signage Type Standards
- General Requirements
- Required Findings
- Definitions

Contingencies

Given that the Consultant is not aware of all contingencies, especially at the beginning of the process, the Consultant can only identify examples of such contingencies based on the Consultant's experience:

- Substantial change of project description without being able (due to scope and/or time) to fully evaluate the implications on consistency issues;

- Substantial new information to the process after the analysis phase of the work that results in one or more technical reports needing to incorporate the information with implications on the prior recommendations;
- Substantial modification(s) to the proposed plan and/or solutions.

In the event that such contingency arises, the Consultant will immediately notify, and sit down with, the City and identify any requested change(s) along with a corresponding schedule and budget, subject to Section 4(d) of the Agreement.

PHASE / TASK	FEB	MAR	APR	MAY	JUN
A. Project Definition					
Scope & Schedule Refinement					
Working & Communication M					
B. Pre-Charrette Discovery					
Data Collection & Assessment					
DWG & Committee Workshop					
Discovery Workshop Process					
C. Charrettes					
Charrette #1					
Inter-Charrette Workshops					
Charrette #2					
D. Post-Charrette Unpack & Site					
Vision, Policy & Strategy Repo					
Post-Charrette Workshops					
Detailed Site Surveys					
E. Specific Plan / Community Pla					
1st Admin Draft Documents					
City Review					
2nd Admin Draft Documents					
Public Draft Documents					
Public Hearing Draft Docume					
Final Documents					
F. Environmental Review					
Scoping					
Technical Reports					
Admin Draft EIR/EIS					
Public Draft EIR/EIS					
Public Review					
Response to Comments					
Final EIRs/EISs					
G. Public Hearing / Adoption					
Public Workshops					
Public Hearings					

	FISCAL YEAR 2			Subtotal	Total	Optional Task: Health Impact Assessment
	A - Definition	B - Discovery	Ings			
Moule & Polyzoides						
Fees	\$46,640	\$177,150	38,300	\$120,810	\$908,925	\$0
Expenses	\$0	\$25,000	12,500	\$80,565	\$196,440	\$0
Subtotal	\$46,640	\$202,150	50,800	\$201,375	\$1,105,365	\$0
Urban Advantage						
Fees	\$0	\$0	\$0	\$0	\$25,090	\$0
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$0	\$0	\$25,090	\$0
Arrowpoint Design						
Fees	\$0	\$6,000	\$0	\$1,200	\$9,900	\$0
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$6,000	\$0	\$1,200	\$9,900	\$0
Raimi + Associates						
Fees	\$0	\$15,400	\$0	\$5,850	\$99,550	\$60,000
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$15,400	\$0	\$5,850	\$99,550	\$0
Strategic Economics						
Fees	\$4,580	\$86,480	\$0	\$0	\$128,920	\$0
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$4,580	\$86,480	\$0	\$0	\$128,920	\$0
Sherwood Design Eng.						
Fees	\$1,765	\$30,690	\$0	\$3,730	\$162,100	\$0
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$1,765	\$30,690	\$0	\$3,730	\$162,100	\$0
Lars Anderson						
Fees	\$0	\$14,660	\$0	\$0	\$14,660	\$0
Expenses	\$0	\$1,500	\$0	\$0	\$1,500	\$0
Subtotal	\$0	\$16,160	\$0	\$0	\$16,160	\$0
Precision Engineering						
Fees	\$0	\$0	\$0	\$0	\$49,300	\$0
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$0	\$0	\$49,300	\$0
Historic Resources Group						
Fees	\$0	\$33,700	\$7,000	\$43,250	\$176,000	\$0
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$33,700	\$7,000	\$43,250	\$176,000	\$0
Greenwood & Associates						
Fees	\$478	\$16,600	11,680	\$34,584	\$99,052	\$0
Expenses	\$0	\$3,145	\$967	\$967	\$6,612	\$0
Subtotal	\$478	\$19,745	12,647	\$35,551	\$105,664	\$0
Krazan & Associates						
Fees	\$0	\$23,250	\$0	\$0	\$88,600	\$0
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$23,250	\$0	\$0	\$88,600	\$0

	FISCAL YEAR2			Subtotal	Total	Optional Task: Health Impact Assessment
	A - Definition	B - Discovery	ings			
Fong Hart Schneider						
Fees	\$0	\$14,400	\$0	\$640	\$46,280	\$0
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$14,400	\$0	\$640	\$46,280	\$0
Cultural Landscape Found.						
Fees	\$0	\$5,760	\$0	\$4,160	\$30,400	\$0
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$5,760	\$0	\$4,160	\$30,400	\$0
Fehr & Peers						
Fees	\$0	\$38,925	\$6,670	\$21,990	\$150,005	\$0
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$38,925	\$6,670	\$21,990	\$150,005	\$0
Nelson Nygaard						
Fees	\$0	\$11,056	\$3,328	\$3,328	\$61,328	\$0
Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$11,056	\$3,328	\$3,328	\$61,328	\$0
Impact Sciences						
Fees	\$0	\$48,090	\$18,000	\$237,270	\$310,800	\$0
Expenses	\$0	\$0	\$0	\$18,150	\$18,150	\$0
Subtotal	\$0	\$48,090	\$18,000	\$255,420	\$328,950	\$0
TOTAL						
Fees	\$53,463	\$522,161	\$84,978	\$476,812	\$2,360,910	\$60,000
Expenses	\$0	\$29,645	\$13,467	\$99,682	\$222,702	\$0
TOTAL	\$53,463	\$551,806	\$98,445	\$576,494	\$2,583,612	\$60,000

Attachment A-3
Schedule of Hourly Rates

	Hourly Rate
Moule & Polyzoides	
Project Principal	\$350
Project Manager	\$240
Project Controller	\$240
Senior Design Architect	\$220
Project Coordinator	\$210
Senior Urban Designer	\$185
Urban Designer	\$140
Designer	\$130
Graphic Designer	\$120
Urban Advantage	
Project Principal	\$193
Arrowpoint Design	
Project Principal	\$150
Raimi + Associates	
Project Partner	\$150
Project Planner	\$150
Staff	\$125
Strategic Economics	
Project Partner	\$250
Project Manager	\$170
Staff	\$108
Sherwood Design Eng.	
Project Principal	\$225
Project Manager	\$150
Staff Engineer 1	\$130
Staff Engineer 2	\$115
Staff Engineer 3	\$85
Lars Anderson	
Project Principal	\$97
Project Engineer	\$77
Precision Engineering	
Project Principal	\$110
2-Person Survey Crew & Scanner	\$135
Project Surveyor	\$90
Historic Resources Group	
Project Principal	\$250
Preservation Planner	\$150

Attachment A-3
Schedule of Hourly Rates

	Hourly Rate
Greenwood & Associates	
Project Principal	\$104
Project Archeologist	\$90
Staff 1	\$98
Staff 2	\$22
Krazan & Associates	
Project Principal	\$100
Project Engineer	\$80
AutoCAD Draftsman	\$55
Clerical	\$35
Fong Hart Schneider	
Project Principal	\$160
Staff	\$100
Cultural Landscape Found.	
Project Principal	\$160
Fehr & Peers	
Project Principal	\$220
Project Engineer	\$205
Engineer 1	\$190
Engineer 2	\$125
Engineer Tech	\$100
Nelson Nygaard	
Principal	\$208
Senior Planner	\$123
Associate Planner	\$91
Support Staff	\$112
Impact Sciences	
Project Principal	\$240
Project Manager	\$135
Project Planner	\$105
Air Quality and Noise Analyst	\$135

For Part Four services under the Agreement (Task E19 of Phase E), hourly rates herein will be increased by 2.5 % and annually thereafter by 2.5% during the 5-year Support period.

Attachment A-4 Meeting Schedule

Trip #		Staff
	A Project Definition	
	1	Scope Refinement
	2	Project Management Protocol Development
	3	Departmental Working Group (DWG) Formation
	4	Schedule Development
1	5a	FCSPCAC Meeting and Coordination 2
	5b	DNAC Meeting and Coordination 2
	6	Public Communication Strategy Development
	7	Website and Mailer Development
	B Pre-Charrette Discovery	
	1	Background Data Collection and Analysis
	1a	Review previous surveys, planning documents, etc.
2	2	Field Investigation 3
	2b	Initial Environmental Site Assessment
	2c	Initial Archeological Assessment
	2d	Initial Historical Resources Assessment
	3	Base Mapping/Analysis
	3a	3-D Laser Scan of Fulton Mall
	4	Economic and Market Analysis
	4e	<i>Economic Development Summit (hours represent an allowance and are subject to refinement and redistribution once task is under way)</i>
	5	Policy and Plan Analysis and Summary Report
	6	Adaptive Reuse Guidelines
3	7	Departmental Interviews 2
	8	Stakeholder Interviews 3
4	9	Departmental Briefings 2
5	10	Downtown Discovery Workshops 3
	11	Neighborhood Discovery Workshops 3
6	12	Council/Commission Briefing 3
7	13a	FCSPCAC Meeting and Coordination 2
	13b	DNAC Meeting and Coordination 2
	14	Project Management/Client Coordination
	15	Website and Mailer Development
	ODC	Traffic Counts (\$16,000)
	OT	<i>Health Impact Assessment (Optional Task)</i>
	C Charrette	
8	1	Charrette Logistics Coordination with Client 1
9	2	Charrette #1 - Framework, Planning, Strategy 9
	3	Summary Report Preparation and Review
10	4	Inter-Charrette FCSPCAC/DNAC Workshop 3
	5	Inter-Charrette DWG Workshop 3
11	6	Inter-Charrette Council/Commission Briefing 3
12	7	Charrette #2 - Urban and Architectural Design 9
	D Unpacking	
	1	Vision Summary Report Preparation & Review 2
13	2	Strategy Summary Report Preparation & Review 2
	3	Policy Summary Report Preparation & Review 2
14	4	Post-Charrette FCSPCAC Workshop 3
	5	Post-Charrette DWG Workshop 3
15	6	Revisions to Summary Reports and Review 2
	7a	Field survey of up to 300 properties (list to be provided by City)
	7b	Review of building permits for up to 300 properties (to be provided by City)
	7c	Identification of potential historic districts
	7d	Preparation of up to 300 DPR 523 A and B forms

Attachment A-4 Meeting Schedule

- 7e Preparation of an historic resources survey report, including historic context statement for the project area
- 7f Final survey report, incorporating City comments
- 8 Environmental Site Assessment
- 9 Archeological Assessment
- 10 Project Management/Client Coordination
- 11 Website and Mailer Development

E Documentation

	1	1st Admin Draft Fulton Corridor Specific Plan	2
16	2	1st Admin Draft Downtown Community Plan	2
	3	1st Admin Draft Neighborhood Code/Guidelines	2
17	4	DWG Review and Workshop	3
	5	FCSPCAC/DNAC Review and Workshop	3
	6a	Implementation Actions in Other Plans	
	7	Water and Sewer Infrastructure and Mapping	
	8	Water and Sewer Policy Evaluation for New Development	
18	9	2nd Admin Draft Documents	2
19	10	DWG Review and Workshop	3
	11	FCSPCAC/DNAC Review and Workshop	3
20	12	Public Draft Documents	2
21	13	DWG Review and Workshop	3
	14	FCSPCAC/DNAC Review and Workshop	3
22	15	Public Hearing Draft Documents	2
	16	Final Documents	
	17	Project Management/Client Coordination	
	18	Website and Mailer Development	
	OT	Health Impact Assessment (Optional Task)	

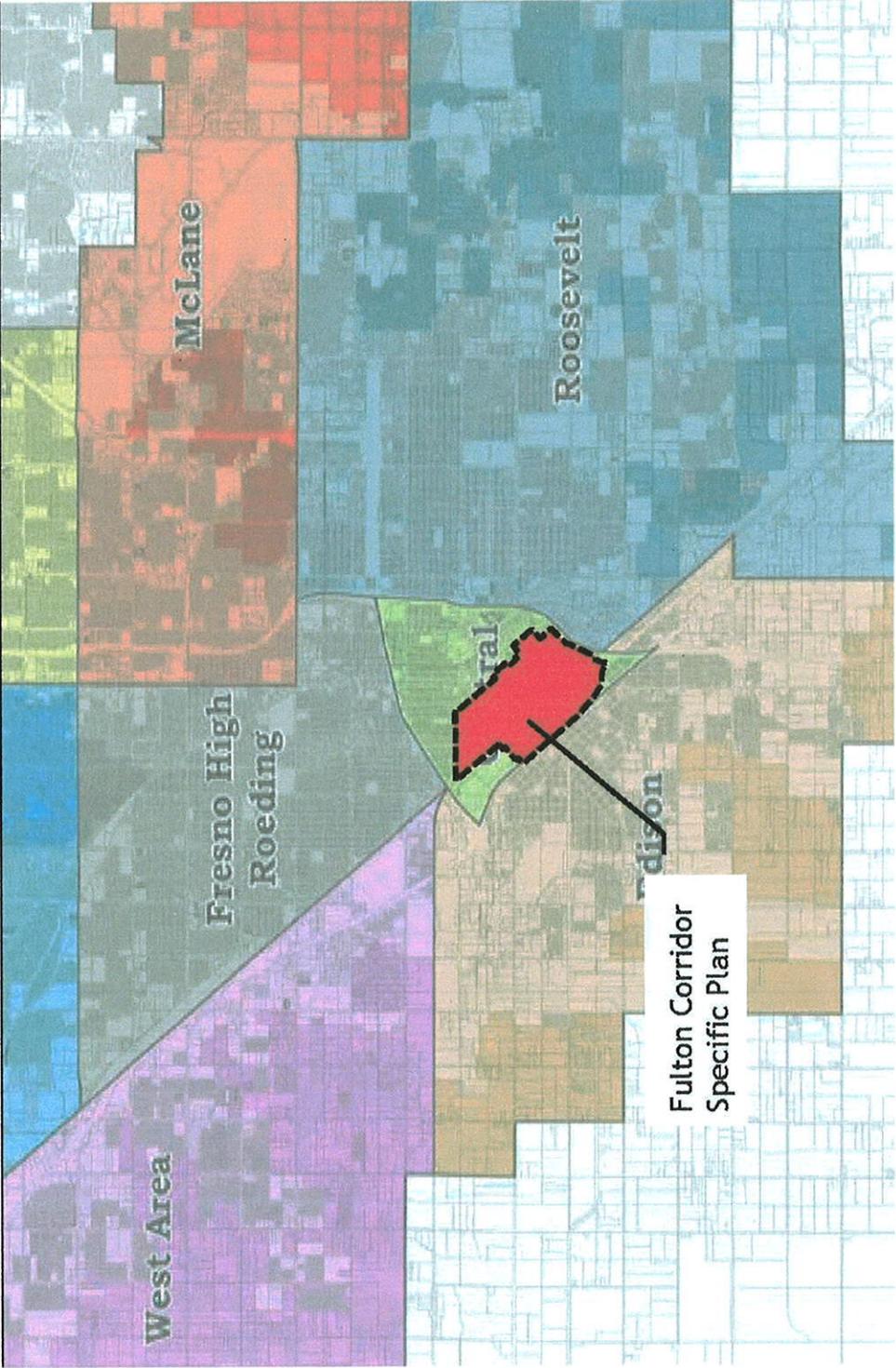
F EIR

	1	Project Description Preparation	
23	2	DWG Review and Meeting	2
	3	NOP Preparation	
	4	DWG Review and Approval	
24	5	Public Scoping Meeting	1
	6	Technical Study Preparation	
	7	Administrative Draft EIR Preparation	
25	8	DWG Review and Meeting	2
	9	Public Draft EIR Preparation	
26	10	DWG Review and Meeting	2
	11	Minor Revisions to Public Draft EIR	
	12	Public Draft EIR Issuance	
	13	Response to Comments	
	14	Final EIR Preparation	
	15	Mitigation & Monitoring Program, Findings of Fact, Statements of Overriding Consideration	
	16	Project Management/Client Coordination	
	17	Website and Mailer Development	

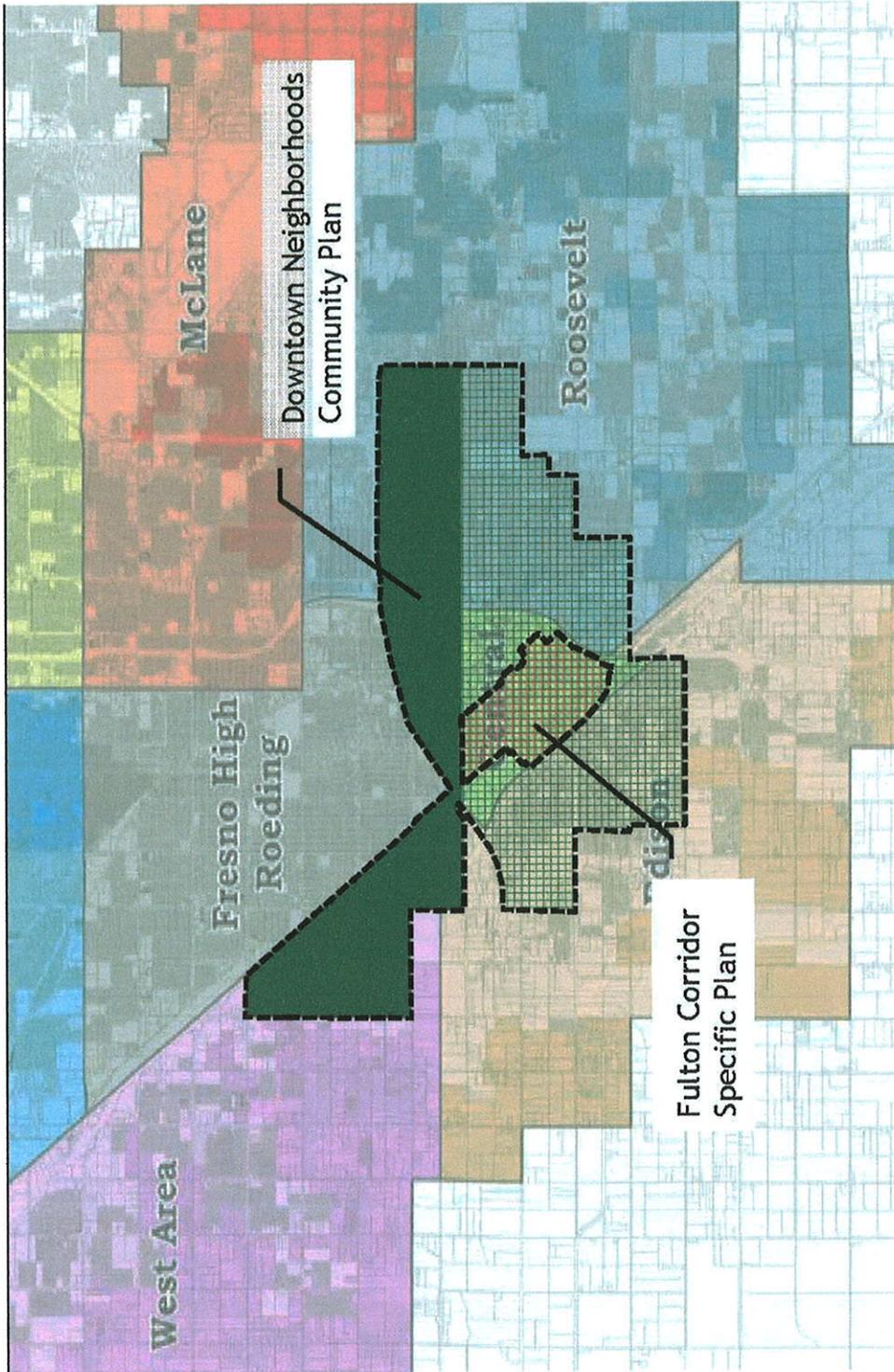
G Public Hearings

	1	Joint FCSPCAC/DNSC Workshop	3
27	2	Planning Commission Workshop	3
28	3	Joint City Council/Planning Commission Workshop	3
29	4	Planning Commission Hearing	3
30	5	Planning Commission Hearing	3
31	6	City Council Hearing	3
32	7	City Council Hearing	3
33	6	HP Commission Meeting	
	7	Website and Mailer Development	

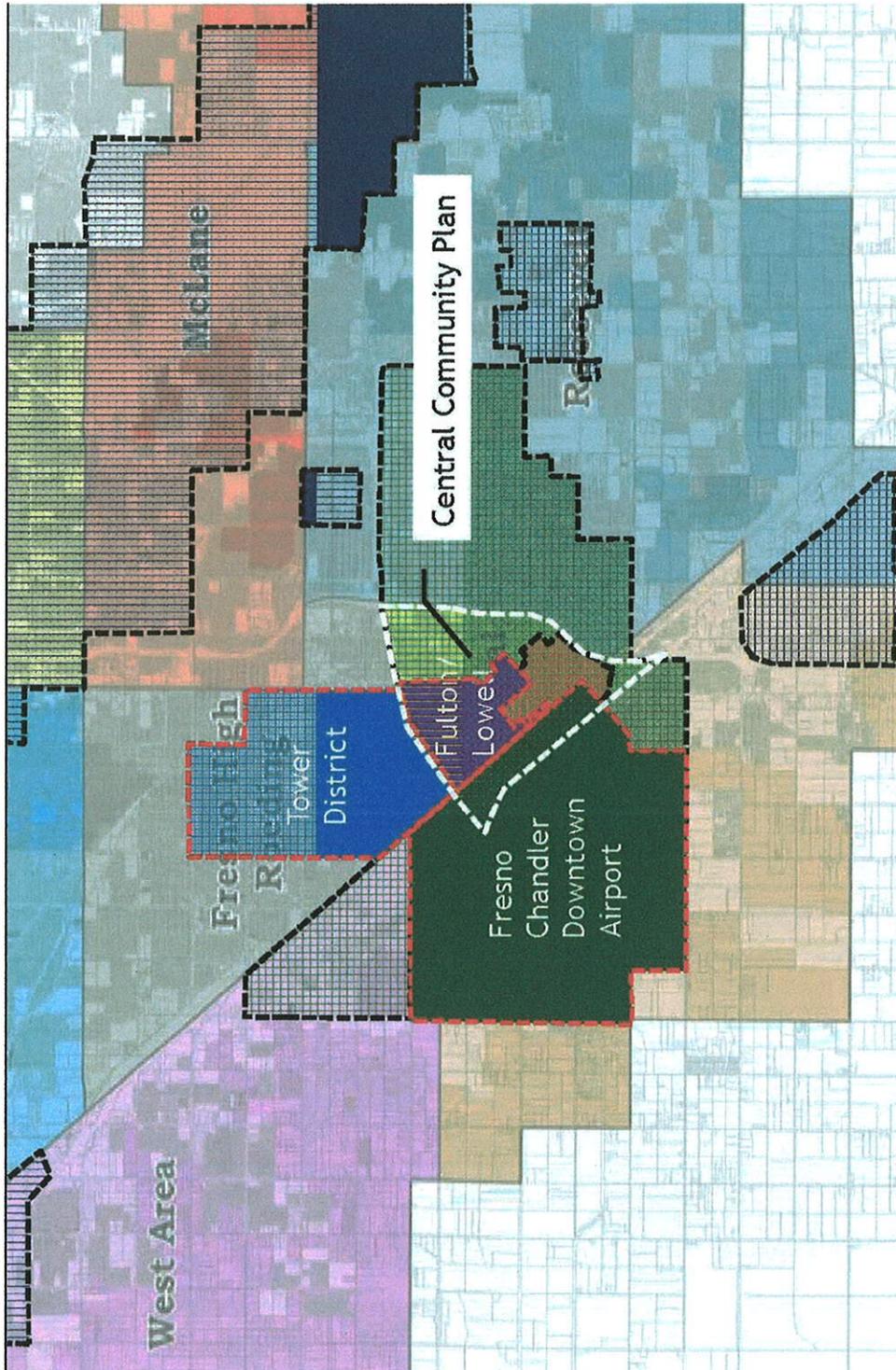
Attachment A-5
Fulton Corridor Specific Plan Planning Area



Attachment A-6
Downtown Neighborhoods Community Plan Planning Area



Attachment A-7
Existing Community Plans



Attachment A-8
Scope of Services – Transportation
(Fehr & Peers)

Fehr & Peers/Nelson Nygaard (Fehr) will assist in the preparation of the Fulton Corridor Specific Plan, the Downtown Neighborhoods Community Plan, and the combined CEQA/NEPA document. Fehr will assist in project initiation tasks, participate in community design charrettes, develop the mobility element of the Specific Plan and Community Plan, prepare the transportation element of the combined CEQA/NEPA document and attend public hearings.

Phase A. Project Definition

Fehr will attend a kick-off meeting for the project with City staff. Fehr will also attend a meeting with High Speed Rail staff and City staff to get an update on the Downtown Station plans, the environmental process, and opportunities to integrate planning of the High Speed Rail station with this process.

Phase B. Pre-Charrette Discovery

Fehr will prepare an Existing Conditions Assessment/Opportunities & Constraints Report for the Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan, based on the evaluation of existing conditions. The purpose of the document is to identify existing conditions, highlight existing mobility policies (i.e., level of service, parking, transit, etc.) and their implications, identify existing physical constraints for the downtown circulation system, and discuss neighborhood circulation issues.

Fehr will review existing documents as they relate to the project study area and planning effort. Documents to be reviewed will include at a minimum the following:

- 2025 Fresno General Plan
- Council of Fresno County Governments Regional Blueprint Study
- Fresno – Clovis Activity Center and Corridor and Corridor Intensification Study
- Central Area Community Plan
- Fulton/Lowell Specific Plan
- Fresno High Roeding Community Plan
- Roosevelt Community Plan
- Edison Community Plan
- West Area Community Plan
- Central Valley Blueprint
- City of Fresno Bicycle, Pedestrian, and Trails Master Plan
- Council of Fresno County Governments Public Transportation Infrastructure Study
- Fresno-Madera Metropolitan Freeway/Interchange Deficiency Study
- South Stadium EIR
- City of Fresno Traffic Impact Study Guidelines

The Existing Conditions Assessment/Opportunities & Constraints document will include a description of existing transportation facilities/services. This will include an inventory of:

- Bicycle routes (on and off-street) and bike parking
- Pedestrian facilities (sidewalks and crosswalks)
- Roadway lanes and intersection traffic control devices. Intersection level of service from Task B1 of Phase B.
- Location of freeway ramps and number of mainline and ramp lanes. This will include ramp metering. Freeway ramp operations will be determined using methodology from the *Highway Capacity Manual*
- Existing transit routes, frequency, transit stops and stations, and ridership data

Attachment A-8
Scope of Services – Transportation
(Fehr & Peers)

- On-street parking type, location, number of spaces, and parking duration
- Off-street parking location and number
- Location and type of railroad crossings

Fehr will work with City staff to identify up to 80 study intersections, subject to acceptance of each by City. Any input from the State of California Department of Transportation (Caltrans) and County of Fresno (County) would be considered by City before accepting the list. Traffic counts will be collected at the study intersections during weekday AM and weekday PM peak periods. The existing capacity at City intersections (based on number of lanes and traffic peaking characteristics) will be calculated to determine existing volume/capacity ratios and levels of service on City intersections. The intersection analysis will use methodology from the *Highway Capacity Manual* to determine the intersection level of service.

Product: Existing Conditions Assessment/Opportunities & Constraints Report.

Phase C. Community Design Charrettes

Fehr will prepare mobility boards and graphics for use in Charrettes #1 (Downtown Framework, Policy, Strategy and Vision; Surrounding Neighborhoods Revitalization Strategy) and #2 (Fulton Corridor/Downtown Vision and Strategy). Fehr will participate in both charrettes.

Product: Boards/Graphics for use in Charrettes and Workshops

Phase D. Post-Charrette Unpacking

Fehr will provide input on the mobility elements for the post-charrette documents including the Vision Summary Report, the Strategy Summary Report, and the Policy Summary Report. Fehr will also attend the Post-Charrette FCSPCAC/DNAC and DWG workshops.

Phase E. Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan

A holistic approach (complete streets) to the development of the circulation system for the Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan will be taken to ensure that a multi-modal circulation system is developed. Mobility policies will be identified to accomplish the vision and community objectives identified in the community design charrettes. Changes to the General Plan Policies and Objectives and City of Fresno Traffic Impact Study Guidelines will be recommended. This will include possible changes to level of service guidelines and evaluation methodology. Discussions with Caltrans will be held to review their existing traffic impact guidelines and determine their applicability to goals of the Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan.

A new Circulation Plan will be developed that takes into account the following considerations:

- Land Use Plan – location of high density and mixed-use nodes, activity centers, etc.
- Roadway modifications at convergence of “colliding” grids
- Designation of transit streets and general location of new transit transfer centers
- Integration of High Speed Rail station
- Priority pedestrian corridors for enhanced treatments

Attachment A-8
Scope of Services – Transportation
(Fehr & Peers)

- Priority bicycle corridors
- New street typologies
- Neighborhood street designations
- Major intersection treatments

Fehr will work with FAX staff to identify major transit commute routes, potential transit priority streets, the general location of new transit transfer centers, and other transit facilities. The plan will address pedestrian and bicycle connections to transit facilities to maximize their usefulness. The preliminary location and concept design for the high speed train station location will be reviewed as it relates to the pedestrian, bicycle, roadway, transit, and parking to ensure that it is integrated into the Fulton Corridor Specific Plan and Downtown Neighborhood Plan circulation systems.

A pedestrian circulation network will be recommended. The system will optimize linkages between critical land uses, parking areas, transit stations, and regional transportation facilities (Amtrak and High Speed Rail). Improvements to railroad crossings will be identified. Improvements could include grade separated crossings, improved at-grade crossings (sidewalks) and/or improved crossing equipment.

The bicycle network recommended in the City of Fresno Bicycle, Pedestrian, and Trails Master Plan will be reviewed and recommended changes/additions made based on the proposed plan land use and circulation plans. Improvements to railroad crossings will be identified. Improvements could include grade separated crossings, improved at-grade crossings (sidewalks) and/or improved crossing equipment. Bicycle parking will be addressed.

A parking plan will be developed that identifies new parking policies to support a multi-modal transportation system and the proposed land use plan. The parking plan will identify the location of major public parking facilities the type of on-street spaces (parallel or angled), and parking programs.

Forecasts of AM and PM peak hour traffic volumes at buildout of the proposed plans will be prepared for up to three land use/circulation network alternatives using the latest version of the Fresno COG Regional Transportation Demand Forecasting model (TDF model). Land use data will be provided to Fehr & Peers in a format compatible with the TDF model.

The roadway system will be evaluated using a intersection level analysis. The analysis will determine the appropriate roadway classification and number of lanes for each arterial and collector street based on projected volumes, capacities of the roadway system, and transportation policies. Intersection operations at critical intersections will be evaluated. Operational improvements could include adding lanes, upgrading traffic control devices (traffic signals, roundabouts), or upgrading existing traffic control devices (signal timing, signal phasing, protected/permissive operation). The analysis will include freeway mainline and ramp operations. Improvements to railroad crossing will be identified. This could include grade separated facilities or improved crossing gate equipment.

Fehr will create GIS-based graphics summarizing the required transportation network.

Product: Mobility Element for the Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan.

Attachment A-8
Scope of Services – Transportation
(Fehr & Peers)

Phase F. CEQA & NEPA Compliance

Fehr will prepare the transportation section of an EIR/EIS that evaluates the impacts of the Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan. The following scenarios will be addressed.

- Existing
- Existing Plus Project (Fulton Corridor Specific Plan)
- Existing Plus Project (Downtown Neighborhoods Community Plan)
- Existing Plus Project (Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan)
- Cumulative No Project (Existing General Plan)
- Cumulative Plus Project (Fulton Corridor Specific Plan)
- Cumulative Plus Project (Downtown Neighborhoods Community Plan)
- Cumulative Plus Project (Fulton Corridor Specific Plan and Downtown Neighborhoods Community Plan)

The Transportation Section will identify existing conditions, long-term impacts, and mitigations for the transportation facilities and services. The traffic study will evaluate conditions at up to 80 study intersections and up to 30 freeway interchange ramps, based on discussions with City staff. Prior to the initiation of work on the evaluation of project impacts, Fehr will submit a technical memorandum documenting key study assumptions such as the study locations, trip generation, trip distribution, and significance thresholds for review and approval by City staff.

Existing Plus Project and Cumulative Plus Project impacts will be identified based on use of the updated Fresno COG model.

Fehr will prepare written responses to comments on the Draft EIR/EIS for inclusion in the Final EIR/EIS.

Product: Administrative Draft and Draft Transportation section, Responses to Transportation Comments on draft environmental document.

Phase G. Public Hearings and Plan Adoption

Fehr will attend up to two Planning Commission workshops and two City Council workshops to discuss the Draft Plans and environmental document.

Attachment A-9
Scope of Services – Environmental and Geotechnical
(Krazan and Associates)

Krazan and Associates (Krazan) will provide services related to compliance with the requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) environmental review in the areas of *Geology and Soils* and *Hazardous Materials*. Krazan's deliverables will include reports to satisfy the guidelines for completion of the relevant sections of CEQA Initial Studies and EIRs for both Plans.

- The scope of services herein includes a Phase I ESA for the Fulton Corridor Specific Plan project area and the Downtown Neighborhoods Community Plan area as required in the RFP (two separate Phase I reports). The scope of services also includes a draft of subsections a-d of the *Hazardous Materials* section of the CEQA Initial Study checklist including recommended mitigation measures for each specific plan to aid in your completion of these documents.
- Based upon CEQA and federal NEPA requirements, Phase I ESAs will be conducted in conformity to ASTM E 1527-05 guidance in accordance with US EPA All Appropriate Inquiry (AAI) requirements to provide "comprehensive, legally defensible environmental documents" as required by the RFP.
- Phase I ESA scope of services will be conducted in a practical and reasonable manner in the interest of saving time and money in order to address the Specific Plan and Community Plan project areas globally with the goal of describing usage corridors and addressing any significant environmental hot spots.
- The scope of services herein includes completion of a Geologic Hazards Summary report and draft subsections a-e of the *Geology and Soils* section of the CEQA Initial Study checklist including recommended mitigation measures for the Fulton Corridor Specific Plan project area and the Downtown Neighborhoods Community Plan area (two separate Geologic Hazards Summary reports and draft Initial Study subsections).
- The goals of the RFP regarding outreach to government agencies and jurisdictional review will be served by the regulatory agency interface included in the proposed Phase I ESA scopes of services and can be documented accordingly in the Initial Studies and EIRs.
- Krazan staff is experienced with issues of Downtown Fresno revitalization and development history and is available to serve as a team assistant or advisor in formation of the requested Plans, if requested.
- Krazan staff is available to attend any meetings.

Krazan understands that the services include a Specific Plan and related Environmental Impact Report (EIR) for a 400-567+/- acre area that focuses around the "Fulton Corridor" extending from Divisadero to the north, SR 41 to the south, roughly M Street to the east, and the Union Pacific Railroad tracks or SR 99 to the east (Fulton Corridor Specific Plan Area). The Specific Plan will establish an overall identity which maximizes the area's potential and will guide future development. Based on Krazan's experience with environmental investigations and familiarity with the Downtown Fresno area, the Fulton Corridor Specific Plan Area is a very large and old urban area with a high density of intensive historical commercial and industrial uses stretching

Attachment A-9
Scope of Services – Environmental and Geotechnical
(Krazan and Associates)

back to the mid- to late-1800s. This Plan Area includes approximately 175 city blocks in roughly one square mile and a significant number of commercial corridors. Primary commercial corridors include:

- Fulton Mall and Fulton Street
- Fresno Street
- Tulare Street
- Ventura Avenue
- Tuolumne Street
- Divisadero Street (south side)
- Van Ness Avenue
- M Street
- Broadway/H Street
- Kern Street.

Other major features include:

- Fresno County Courthouse Park & Plaza
- Fresno County Jail
- Chukchansi Park (Fresno Grizzlies AAA Baseball Stadium)
- Fresno Convention and Entertainment Center Complex
- UPRR Railroad corridor.

The services are also to prepare a Community Plan, urban design, and environmental services including all related technical studies and EIR to revitalize the "first ring" of residential growth around Downtown Fresno in an area designated as the "Downtown Neighborhoods," the boundaries of which are delineated in Attachment B of the RFP (Downtown Neighborhoods Community Plan Area). This area is approximately seven times larger than the Fulton Corridor Specific Plan Area and may include approximately seven square miles in an irregular shape. This immense Plan Area is primarily composed of pre-WWII residential neighborhoods surrounded by major corridors of commercial usage. Commercial corridors in this Plan Area include:

- Ventura Avenue
- Belmont Avenue
- Tulare Street
- Divisadero Street (north side)
- North Golden State Boulevard
- North Weber Avenue
- North Motel Drive.

Other major features include:

- Fresno Chandler Executive Airport
- Roeding Park
- Community Regional Medical Center (northern portion)
- University Medical Center

Attachment A-9
Scope of Services – Environmental and Geotechnical
(Krazan and Associates)

- Edison High School
- Roosevelt High School.

The EIRs shall be prepared in compliance with CEQA and NEPA.

Hazardous Materials

Because the density of commercial and industrial uses has been high over the course of many years, there is a high potential for impacts to the subsurface in specific locations from hazardous materials which were utilized in conjunction with historical and current commercial and industrial activities. Businesses which may have used, stored and disposed hazardous materials, such as fuels, lubricants, solvents, pesticides, herbicides, and metals, in various areas of the subject sites include gasoline stations, automotive repair facilities, dry cleaners, metal plating operations, print shops, painting and furniture finishing businesses, junkyards, railroad uses, and more. Therefore, environmental research for the subject sites will include a compilation and review of available information regarding current and historical uses and activities on the subject sites. Conclusions will then be drawn as to the potential for significant impacts from hazardous materials which may indicate threats to human health, business environmental risks or regulatory agency issues.

Krazan will complete a Phase I ESA for the Fulton Corridor Specific Plan Area and the Downtown Neighborhoods Community Plan Area as required in the RFP (two separate Phase I reports). The scope of services also includes a draft of subsections a-d of the *Hazardous Materials* section of the CEQA Initial Study checklist including recommended mitigation measures for each Plan. Based upon CEQA and federal NEPA requirements, the Phase I ESAs will be conducted in conformity with ASTM E 1527-05 guidance in accordance with US EPA *All Appropriate Inquiry* (AAI) requirements. Phase I ESA scope of services will be conducted in a practical and reasonable manner in the interest of saving time and money in order to address the proposed Specific and Community Plan project areas globally with the goal of describing usage corridors and addressing any significant environmental hot spots.

Given the geographical size, density of development and historical richness of the two Plan project areas, it will be reasonable and practical to conduct environmental due diligence research in such a manner so as to limit investigative tasks to those most likely to yield data that is pertinent to the goals of the overall environmental review (comprehensive and legally defensible documentation) rather than duplicating similar research tasks which would yield comparable findings. For example, the process of reviewing and cataloging findings of historical fire insurance maps, aerial photographs and business directories for very large subject sites is extremely time consuming. Given that the three aforementioned research tasks yield similar findings, it would be practical to eliminate one task with the understanding that the potential resulting redundant findings would not justify the very high additional research cost. Furthermore, certain research tasks involve review of regulatory data, site visits and interviews with property owners or tenants for each specific parcel of property within a subject site. Given the immensity of the Plan Areas herein and the thousands of individual properties which are included therein, it would be unreasonable and impractical to conduct property-specific research tasks in light of the stated investigative goals. Therefore, the Phase I ESA scope of services for each Plan Area will include the following scope of services:

Attachment A-9
Scope of Services – Environmental and Geotechnical
(Krazan and Associates)

1. Site Reconnaissance – A "windshield survey" will be conducted of each overall project area to catalog properties which may indicate evidence of hazardous materials usage and potential significant environmental impairments from hazardous materials use (gasoline stations, automobile service facilities, dry cleaners, etc.). Limitation: No physical inspection will be made of individual properties as a matter of practicality. Furthermore, it would be unreasonable to presume that site access could be granted to inspect individual properties.

2. Regulatory Database Review – A review will be conducted of local, state, and federal governmental regulatory agency lists compiled by Environmental Data Resources or Environmental FirstSearch of published documents that list businesses or properties which have handled hazardous materials or waste or may have experienced site contamination in the Plan Areas. Limitation: No site-specific regulatory agency file review for individual properties will be conducted as a matter of practicality.

3. Historic Use Research – A review will be conducted of historical fire insurance maps and reasonably ascertainable business directories to compile a list of properties whose historical potential to have handled hazardous materials suggests the potential for significant environmental impacts. Limitation: No site-specific building department or aerial photo review will be conducted as a matter of practicality.

4. Interviews – Krazan will conduct interviews with representatives of relevant regulatory agencies as found to be reasonably available which may include the California EPA Department of Toxic Substances Control (DTSC) and Regional Water Quality Control Board (RWQCB) regarding potential hazardous materials issues in the Plan Areas. Limitations: No interviews will be conducted with site-specific property owners or occupants as a matter of practicality.

5. User-Provided Information – In accordance with AAI guidelines, a User Questionnaire will be provided to a representative of the City of Fresno Downtown and Community Revitalization Department in order to ascertain the Phase I ESA user's knowledge of any hazardous materials issues in the Plan areas. Limitations: No property-specific lien searches will be conducted as a matter of practicality.

6. Data Gap Summary – As part of the AAI Phase I ESA scope of work, the Phase I report will summarize any data gaps in the research with an opinion as to whether such data gaps represent the potential to alter the findings of the Phase I ESA. In the context of the regional nature of the overall Phase I ESAs, research tasks excluded as a matter of practicality potentially would not yield enough new information to be considered likely to alter the findings of the overall assessments. However, the limited scope of work conducted as outlined herein would address the research goals for CEQA and NEPA purposes.

7. Report Preparation and Deliverables – A written Phase I ESA report will be provided for each Plan Area. Based upon the findings of the Phase I ESAs for each Plan Area, Krazan will provide a draft version of subsections a-d of the *Hazardous Materials* section of the CEQA Initial Study checklist including a discussion of each component and recommended mitigation measures for each Plan. CEQA checklist issues to be addressed include the following:

Would the project:

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Attachment A-9
Scope of Services – Environmental and Geotechnical
(Krazan and Associates)

- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?
- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Geology and Soils

Krazan possesses significant geotechnical investigation project history in the Downtown Fresno and surrounding neighborhoods area with a strong knowledge of geology, soils and geologic hazards for the Plan project areas. Based upon the geographical size of the two Plan project areas and the relative consistency of geologic characteristics of the project areas, it would be impractical to conduct soil sampling and analysis from locations which would be representative of the entire project areas. Consequently, no soil sample collection and laboratory analysis is proposed herein. Therefore, given the relative consistency of geologic make-up and character of the subject site vicinity, a compelling presentation of the geologic conditions of the subject site areas can be made drawing upon experience in the general vicinity. Krazan proposes to complete a Geologic Hazards Summary report and draft version of subsections a-e of the *Geology and Soils* section of the CEQA Initial Study checklist including recommended mitigation measures for the Fulton Corridor Specific Plan project area and the Downtown Neighborhoods Community Plan area (two separate Geologic Hazards Summary reports and draft Initial Study subsections). Therefore, the proposed Phase I ESA scope of work for each Plan Area will include the following scope of services:

1. A review of available subsurface data for evaluation of the subsurface conditions at the project site.
2. A search of geologic and seismologic literature pertinent to the area of the site.
3. Evaluation of potential geologic hazards including liquefaction, seismic shaking, etc.
4. Preparation of a report summarizing the results, conclusions, recommendations, and findings.
5. Preparation of a draft version of subsections a-e of the *Geology and Soils* section of the CEQA Initial Study checklist.

CEQA checklist issues to be addressed include the following:

Would the project:

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:
 - i) Rupture of a known earthquake fault, as described on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)

Attachment A-9
Scope of Services – Environmental and Geotechnical
(Krazan and Associates)

- ii) Strong seismic ground shaking?
 - iii) Seismic-related ground failure, including liquefaction?
 - iv) Landslides?
- b) Result in substantial soil erosion or the loss of topsoil?
- c) Be located on a geologic unit or soil that is unstable, or that will become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?
- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?
- e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

Attachment A-10
Scope of Services – Archeological Survey
(Greenwood and Associates)

INTRODUCTION

Greenwood and Associates (Greenwood) will conduct an archaeological survey for the Fulton Corridor Plan and Downtown Neighborhoods Community Plan in the City of Fresno. To comply with the California Environmental Quality Act of 1970 and updates and the National Environmental Quality Act (NEPA), an archaeological inventory and report of findings will be prepared.

This level of inquiry provides the information necessary for Federal agency review and approval. These studies are required by the Advisory Council on Historic Preservation (ACHP) regulations (36 CFR 800) for implementing Section 106 of the National Historic Preservation Act (NHPA). These regulations require federal agencies to take into consideration the potential effects of proposed projects on historic properties. Section 106 studies provide the information necessary to satisfy legal requirements for environmental documents or categorical exclusions under the National Environmental Policy Act (NEPA). Incorporated in these objectives are current practices of the State Historic Preservation Officer (SHPO).

GENERAL REQUIREMENTS

Area of Potential Effects Map (APE)

For cultural resources, multiple documents are required. The first is preparation of the Area of Potential Effects (APE) map which shows the direct and indirect effects of the project on a suitably scaled map, preferably 1:400 scale. This map is prepared and sent to the SHPO for approval or Federal Lead Agency or their designee.

Product: Map signed by federal agency

Inventory

Once approved, two inventory documents are developed, one for archaeology and the other for the built environment. In this project, Greenwood and Associates will be responsible for preparation of the archaeology report and the built environment will be addressed by Historic Resources Group (HRG). The archaeology report will also detail the Native American consultation, which is required under Section 106 and SB 18 (State Law). This report is then sent to the SHPO for review and concurrence. The purpose of these documents is to identify cultural resources that are present in the APE, i.e., subject to effect.

Product: Archaeological Survey Report

SCOPE OF SERVICES

Record Search

Archival research will be conducted at the Southern San Joaquin Valley Information Center in Bakersfield. The archaeological record search will be conducted within a quarter-mile radius of the project area. Sources of information may include:

National Register of Historic Places

Attachment A-10
Scope of Services – Archeological Survey
(Greenwood and Associates)

California Register of Historical Resources
California Historical Landmarks
California Points of Historical Interest
California Inventory of Historic Resources
Sanborn Insurance Maps as available
Local Historical Societies
Local Libraries
City and County files as appropriate.

Historical United States Geological Survey maps of the project area will be consulted, depending on availability. These generally include 7.5' and 15' topographic quadrangles.

A review will also be made of Sanborn insurance maps and other detailed historical maps of the project area, as available, to provide an overview of the development of each block/parcel, site functions, historical land use and occupation, and activities that might have left archaeological remains. This information will be compared with existing conditions to provide an opinion on the potential survival of buried deposits and features. Based on our previous experience in downtown environments, particularly Los Angeles and Santa Ana, it is likely that significant numbers of buried archaeological deposits may be encountered. The research phase will be a key component in assessing the location, time period, and context for determining where these resources may be found. This information will be vital for making the appropriate recommendations to the City.

Field Survey

It is recognized that there will not be large areas of the project available for field survey. However, open parcels, fields, and vacant lots will be examined to the extent possible to assess if any cultural resources of either prehistoric or historic origin are present. Parallel transects will be used and spaced no more than 10 meters apart. Archaeological site records, California Department of Parks and Recreation Form 523, will be updated in the event that known archaeological sites are encountered, or new records will be prepared if previously unknown cultural resources are discovered. Artifacts will not be collected as part of this investigation but recorded, described, and mapped. In the event that Traditional Cultural Properties (TCPs) are encountered, they will be noted on project mapping and recommendations will be made to the client for additional services needed to record and evaluate these special resources. Recordation efforts will be limited to resources that meet the definitions given for archaeological sites as enumerated in *Instructions for Recording Historical Resources*, published by the Office of Historic Preservation (OHP 1995:3):

Site: A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archaeological value regardless of the value of any existing building, structure, or object. A site need not be marked by physical remains if it is the location of a prehistoric or historic event and if no buildings, structures, or objects marked it at that time [OHP 2003:2].

Attachment A-10
Scope of Services – Archeological Survey
(Greenwood and Associates)

Native American Consultation

The Native American Heritage Commission (NAHC) in Sacramento will be contacted by letter to describe the proposed project and request a listing of local, interested Native American representatives. The NAHC will be requested to review their Sacred Lands file for information on traditional or cultural lands within the project area and vicinity. Each individual tribal representative on the listing will be contacted by letter and phone and provided with a brief description of the undertaking and a map of the location. Comments will be solicited regarding the undertaking and any information the individual may have that pertains to sacred lands or traditional or cultural values in the area. A 30-day time table for responses will be requested. A table of contacts made with each representative will be developed for use in the report, and all letters and phone calls received during the specified time will be included as support documentation.

Technical Report

An inventory report will be prepared that will provide a summary of existing conditions, background information, previous cultural resource reports, cultural resources, field survey results, conclusions, and recommendations. The report will include an assessment of potential archaeological sites, including historical landscape and historic infrastructure features within the project area, possible impacts to cultural resources as a result of construction activities, and recommendations for treatment of archaeological resources as warranted. Particular emphasis will be placed on summaries of each block detailing potential resources, discussions of integrity, and sensitivity. Resources identified and areas of archaeological sensitivity will be appropriately mapped. The dates of the field survey will be included in the report. New or updated site records will be included as an appendix. It should be noted that the locations of archaeological resources are sensitive and are not to be released in any form to the general public.

Greenwood and Associates will submit a draft report for review by the City. The draft report will be revised based on comments received by the City. A final report will be submitted in hard copy and in electronic format (pdf). One copy of the final report will be submitted to the Information Center in Bakersfield.

EIR/EIS Segment Preparation

All cultural resource documentation relating to archaeological resources will be summarized in a format suitable for inclusion in the Environmental Impact Report/Statement. Sections included will be existing setting, history, general description of known resources but not precise locations, contextual statements, research avenues, significance, consultation, and recommendations.

Project Organization/Document Control

Greenwood will schedule the project, conduct the survey, and conduct the record search. Greenwood will conduct the field survey, integrate the record search data, and write the report. Greenwood will review and edit the document for quality control, approve all record keeping, and ensure prompt and timely submittal of all documents.

Attachment A-10
Scope of Services – Archeological Survey
(Greenwood and Associates)

The report and other appropriate documents will be logged to the City and placed in Greenwood's accession binder. The report will be distributed to the Information Center. Dissemination of all documents is logged in Greenwood's Document Control Binder, Accession List, and project file.

Stipulations

Greenwood services do not include:
Paleontological inventory and monitoring
Architectural inventory

Attachment A-11
Scope of Services – Historic Resources Survey, EIR and Specific Plan Support
(Historic Resources Group)

Pre-Charrette Discovery

In order to prepare for the charrettes, Historic Resources Group (HRG) will need to collect data. First the Team will review planning documents related to the project area (the Fulton Corridor Specific Plan planning area and the Downtown Neighborhoods Community Plan planning area), including previous survey reports, historic context statements, maps, and related ordinances. Then, the Team will spend several days conducting field reconnaissance of the area and evaluating structures and groups of structures for historic integrity. From this reconnaissance work, HRG will create base maps to show areas and structures that need to be treated with historic sensitivity during the planning process. In addition, HRG will create a summary report of findings from the literature review and field reconnaissance. During this phase, HRG will be available to participate in one downtown discovery workshop and up to two neighborhood discovery workshops.

Charrette

HRG will plan to spend approximately 8 hours at Charrette #1, presenting an overview of historic issues to the Team, and will participate more intensively at Charrette #2. During the charrette process, HRG will be available to conduct more field reconnaissance as required to provide accurate information to the Team during the planning and design process.

Historic Resources Survey

Historic Context Statement

In order to understand the historic resources of the project area, it is necessary to examine trends and patterns in the history of the area, the City of Fresno and the greater area of the Central Valley. In this way, property types, use patterns, transportation issues, and other characteristics are properly associated with the historic and architectural contexts that they represent. The historic context statement will analyze the historical development of the survey area according to guidelines established by the national park service. The historic context statement will be organized thematically and describe property types integral to the areas' development.

In general, historic context statements are intended to highlight development patterns critical to the understanding of the built environment and to act as a framework for the continuing process of identifying historic, architectural, and cultural resources in a community. Historic resources group views a context statement as a tool to guide citizens, planners, and decision makers in evaluating the relative significance and integrity of individual properties and making sound decisions concerning those resources.

Format of the Historic Context Statement

The historic context statement will be a narrative history of the built environment of the survey area during the period of significance, and will identify the following elements:

- significant themes and events

Attachment A-11
Scope of Services – Historic Resources Survey, EIR and Specific Plan Support
(Historic Resources Group)

- significant developers, architects and builders
- building types
- architectural styles
- materials and methods of construction

Field Survey

HRG will prepare a historic property survey report for the plan area that includes the following:

- A historic context developed through review of primary and secondary source materials and which identifies the significant historic themes and property types for the area.
- DPR A and B forms for 300 properties within the plan area prepared to State of California (office of historic preservation) standards; the City will provide a list of properties to survey and maps of the survey area, including parcel numbers and street addresses of the properties to be surveyed. HRG will be responsible for pulling building permits.
- Some illustrative maps that show potential historic districts and patterns or periods of development, as dictated by survey results. In addition, HRG will provide raw survey data to the City, so that the City may generate additional maps in the future.

Survey Report

HRG will prepare one draft and one final survey report for the project area using standard preservation practice as outlined in national park service and office of historic preservation bulletins.

The survey report will include the following sections: purpose, methodology, historic context, and results and recommendations for the use of the survey. This format has been accepted by the State Office of Historic Preservation on previous projects.

Development of the report will include the use of building permit data, sanborn maps, newspaper articles, and published documents from the period. The report will contain photographs and maps, data tables and supplemental material to illustrate the information contained therein. HRG will submit a draft survey report to the City for review by City Historic Preservation staff and commission. HRG will then incorporate City comments into the final survey report.

Specific Plan and Community Plan Development

HRG will review the draft and final Specific and Community Plans and associated policy and guideline documents with regard to historic resources. HRG will provide sample guidelines for adaptive reuse from other municipalities to aid in the development of similar guidelines that will be tailored by HRG for Fresno and the Specific Plan Area.

Attachment A-11
Scope of Services – Historic Resources Survey, EIR and Specific Plan Support
(Historic Resources Group)

Environmental Review

HRG will prepare a CEQA-compliant cultural resources technical report as part of the project's Environmental Impact Report.

The report will include an impact analysis, including impacts to historic buildings, architectural character, and character-defining features, spatial relationships, historic significance, potential district designations and boundaries. The impact assessment will be conducted according to the Secretary of the Interior's standards.

HRG will also assist in preparation of mitigation measures, including parameters for new construction and compatibility analysis, as requested.

After Impact Sciences has incorporated the technical report's findings into the cultural resources section of the EIR, HRG will review the draft section for accuracy. HRG will participate in the response to comments and will review the final cultural resources section one last time.

Public Hearings/Adoption

HRG will be available to participate in three public hearings as required. These will include one Historic Preservation Commission meeting and might include a joint City Council/Planning Commission workshop, a Planning Commission hearing and/or a City Council hearing.

Exhibit B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno ("CITY")
and Elizabeth Moule & Stefanos Polyzoides,
Architects and Urbanists ("CONSULTANT")**
Fulton Corridor and Downtown Neighborhoods Planning
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, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code 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 shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate applying separately to the work performed under the Agreement
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions)

\$1,000,000 per claim/occurrence
\$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).

Deductibles and Self-Insured Retentions

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, 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

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.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. CONSULTANT'S insurance coverage shall be primary and no contribution shall be required of CITY.

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 "Retro 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 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year

discovery period. This requirement shall survive expiration or termination of the Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, CONSULTANT must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.
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 hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. 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 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

Verification of Coverage

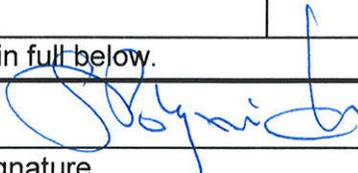
CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST
Fulton Corridor and Downtown Neighborhoods Planning Services
 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 or subconsultants 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"/>
7	Do you have any financial interest (business, ownership, or income), direct or indirect (e.g., through a family member or business entity) interest in any property or business within any of the Redevelopment Project Areas that are the subject of this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____



 Signature

Stefanos Polyzoides

 (name)

Moule & Polyzoides,
 Architects and Urbanists

 (company)

180 East California Blvd.

 (address)

Additional page(s) attached.

Pasadena, California 91105

 (city state zip)