

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

THIS AGREEMENT is made and entered into effective the _____ day of _____ 20____, by and between the CITY OF FRESNO, a California municipal corporation (CITY), and Ascent Environmental, Inc. (CONSULTANT).

RECITALS

WHEREAS, CITY desires to obtain professional California Environmental Quality Act (CEQA) services for development of the South Industrial Priority Area Specific Plan Environmental Impact Report (Project); and

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

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

WHEREAS, this Agreement will be administered for CITY by its Development and Resources Management Department (Administrator) or designee.

AGREEMENT

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

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through December 31, 2019, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$500,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY

business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) seven calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY's non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY's damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

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

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees,

agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY's Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY's execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

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

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

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY's Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

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

(b) Records of CONSULTANT's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of

said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

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

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

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

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race,

religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY's express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of

receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

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

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

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

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
a California municipal corporation

By: _____
[Name],
[Title]

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorneys

By: Brandon M. Collet 11/7/18
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: [Name],
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

Ascent Environmental, Inc.,
a California municipal corporation

By: _____
Name: Gary D. Jakobs

Title: CEO
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

By: Amanda Olekszulini
Name: Amanda Olekszulini

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

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

CONSULTANT:
Ascent Environmental, Inc.
Attention: Sydney B. Coatsworth,
Principal
455 Capitol Mall, Suite 300
Sacramento, CA 95814
Phone: 916-444-7301
FAX: 916-444-3927

Attachments:

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

AGREEMENT EXHIBIT A

SCOPE OF SERVICES

Scope of Work

The following scope of work describes the anticipated activities to be conducted by Ascent Environmental to assist the City of Fresno (City) in completing the CEQA process for the South Industrial Priority Area Specific Plan (Plan). The scope is based on the preparation of a Program Environmental Impact Report (PEIR), pursuant to CEQA Guidelines Section 15168.

Task 1: Project Initiation

Subtask 1A Kickoff Meeting/Data Review

Ascent's management team will attend a project kickoff meeting with City staff to discuss the project history and background, identify/confirm project objectives, discuss areas of controversy and potential strategies, identify potential alternatives to the proposed project or elements thereof, and establish communication/review protocols. The project schedule will also be discussed, including internal deliverables needed to keep the project on schedule.

Ascent will work with City staff to set up the meeting and establish the agenda. The kickoff meeting will provide Ascent an opportunity to inquire about the planning area, existing general plan goals, economic development goals, and additional, environmentally beneficial goals intended to make the specific plan more self-mitigating. As part of the kickoff meeting, Ascent would request that the City provide any applicable background documents and information not already in our possession. Also, on the same day as the kickoff meeting, Ascent proposes to participate in a site tour of key specific plan areas to better familiarize the management team with the project area and its issues.

Deliverables	Kickoff meeting agenda and notes – Electronic submittal (MS Word) Information needs memorandum – Electronic submittal (MS Word)
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Subtask 1B Project Description

An accurate and complete project description is central to EIR defensibility and sets the stage for the EIR analysis. Based on consultation with City staff, Ascent will prepare the EIR project description as early in the process as possible to confirm that all elements of the plan are appropriately described. The EIR project description will identify project objectives; project characteristics, including new and revised policies; degree of potential development accommodated by the plan; and a list of discretionary approvals expected to be needed for project implementation.

As the plan is anticipated to clarify and refine existing policies and programs within the plan area, it will be important to effectively determine a reasonable buildout condition associated with plan implementation. It is assumed that Ascent will assist the City in determining the proposed project condition to be evaluated as part of the EIR. It is important to note that the proposed project condition would not necessarily be based on the allowable densities for each parcel, but rather a reasonable estimate of what could occur within the plan area by a certain planning horizon year. As the City is currently initiating an update to its General Plan EIR, there may be some benefit to selection of the same future year condition. It is assumed that the City will provide an initial estimate of future year conditions within the plan area for Ascent review and input. Up to four conference calls with the City are included as part of this task.

A draft project description will be submitted to the City for review and comment. Comments will be incorporated, and a revised project description will be prepared for use in the EIR.

Deliverables

Kickoff meeting agenda and notes - Electronic submittal (MS Word)
Information needs memorandum - Electronic submittal (MS Word)

Task 2: Scoping of the Environmental Impact Report

Subtask 2A Administrative Draft Notice of Preparation

Ascent will prepare an administrative draft Notice of Preparation (NOP) for City staff review. The NOP will include a brief project description, project location, and a list of probable environmental effects. Ascent will use the City's preferred format for the NOP and will verify that the content is consistent with CEQA Guidelines Section 15082. As this document will be a cooperative work-product of both the City and Ascent, it is assumed that all administrative draft submittals will be electronic.

Because the City has concluded an EIR will be prepared, an initial study (IS) is not required. However, based on the expected level of interest in the local community, it is considered advisable that, as a disclosure document, the NOP include a brief statement of reasoning for any issue areas that will not be evaluated in detail as part of the EIR. Consistent with previous documents prepared by/for the City, Ascent anticipates that Mineral Resources would be scoped out as an issue area not requiring further analysis.

Deliverable

Administrative Draft NOP - electronic submittal (MS Word and pdf)

Subtask 2B Public and Agency Notice of Preparation

Upon receipt of a consolidated/reconciled set of comments on the administrative draft NOP, Ascent will revise the administrative draft accordingly and produce fifteen (15) hardcopies and electronic versions (MS Word and PDF) of the final NOP for reproduction and distribution by the City. (Note: NOPs to public agencies must be delivered by certified mail or other method that provides a record that the notice was received.) It is assumed that City staff will arrange for translation of the NOP into other languages (e.g., Spanish), if necessary. Ascent can assist with mailing list development, translation, and NOP distribution, if needed, with revision to the scope and budget. After public and agency comments on the NOP are received and submitted to Ascent, we will compile and submit to the City a matrix that includes the name, date, general EIR topic area, and very brief summary of the specific comments. (The matrix will also include a summary of oral and written comments received at the scoping meeting, described below.)

Ascent will submit the 15 hardcopies of the NOP to the State Clearinghouse, along with a notice of completion (NOC), consistent with State CEQA Guidelines Section 15085(d).

Deliverable

NOP for public review - 15 hardcopies and electronic submittal (MS Word and pdf)

Task 3: Environmental Impact Report

Subtask 3A Administrative Draft EIR

Following is a discussion describing the methodologies, technical strategies, and general approach for each issue area to be addressed in the EIR, based on Ascent's understanding of potential impacts within the plan area. In general, the EIR will include a discussion of the environmental setting/baseline for the plan, a summary of applicable regulations (federal, state, regional, and local), and analysis of the potential impacts of plan implementation. Mitigation will be recommended to reduce or eliminate project impacts,

where feasible. Because the project is a specific plan that covers a substantial area, it is anticipated that mitigation measures will largely take the form of performance standards and potential actions to reduce impacts to achieve such standards. Mitigation measures used in other similar documents, including the Southwest Specific Plan EIR, will be reviewed for consistency/applicability to impacts of the plan, and will be used to the extent appropriate and applicable.

The following scope of work reflects and is consistent with the currently adopted thresholds from Appendix G of the State CEQA Guidelines. While several amendments to Appendix G are pending and expected to be adopted, they primarily involve a reorganization of analysis and are not anticipated to result in substantive additions to the scope provided herein. Where additional analysis would be required as a result of the anticipated changes, these have been included as part of this scope of work.

Introduction/Project Description

Using the information compiled as part of Task 1, Ascent will prepare the introduction and further refine the project description chapter of the EIR. The introduction will describe the history of the plan area, the type of EIR, and the environmental review process to date. As noted above, the project description will identify plan objectives; the history of the plan; characteristics of the plan; and a description of the policy changes that are proposed. The project description will also briefly describe the annexation process and include a list of potential subsequent approvals (e.g., those of Fresno County, Caltrans, other responsible agencies), and other information relevant to an understanding of the plan.

Aesthetics

Ascent will prepare the existing aesthetics/visual resources setting based on a windshield survey/site visit and photo-documentation, other existing information, and the Caltrans Scenic Highways Program to the extent that the information is relevant. Ascent will evaluate potential environmental effects on visual and scenic resources from implementation of the proposed plan. To accomplish this, Ascent will identify up to eight representative viewpoints within the plan area and possibly adjacent areas within the City or Fresno County to characterize the existing visual environment, including long-distance views and topography. Existing light and glare within the area will also be discussed. Visual simulations are not anticipated to be required and are not included as part of this scope of work.

Agricultural Resources

Ascent will prepare the existing agricultural resources setting based on existing information from the Department of Conservation's Farmland Mapping and Monitoring Program (FMMP). The EIR will evaluate the potential for plan implementation to result in the direct or indirect conversion of Important Farmland to non-agricultural use, as well as potential conflicts between the proposed project and existing agricultural operations, including off-site.

Air Quality

Although the plan area lies within both the City and County of Fresno, the entire area is within the San Joaquin Valley Air Basin (SJVAB) and the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). As implementation of the plan would likely result in policy changes applicable to construction and operation of new uses, new air quality modeling may be necessary to evaluate potential impacts related to operational criteria air pollutants. To that end, Ascent will discuss potential development level and timing assumptions to be used as assumptions in the impact analysis. As appropriate, Ascent will model potential construction and operational criteria pollutants using the latest version of the California Emissions Estimator Model (CalEEMod), based on updated traffic data and the aforementioned assumptions. Ascent will analyze carbon monoxide hotspots qualitatively. Construction- and operation-related emissions of toxic air contaminants (TACs) and the potential to expose existing or future sensitive receptors to substantial pollutant concentrations will also be evaluated qualitatively. Because the types and locations of potential new stationary sources of pollutants cannot be known at the plan-level of analysis, no modeling or quantitative health risk assessment are proposed. In addition, odor emissions

from potential future construction activities and land use development accommodated by the plan will be evaluated qualitatively. Methods and approach to the air quality analysis will be consistent with all SJVAPCD recommendations and guidance.

Biological Resources

Ascent will review available information for the project area, including any biological technical studies previously conducted or provided as part of Subtask 1A and previous CEQA analyses (e.g., General Plan MEIR). A comprehensive review of the sensitive biological resources with potential to be affected by the project will be conducted, using updated lists of special-status species and their current regulatory status. The likelihood of presence in the project area will be based on habitat suitability, species ranges, and documented occurrences. Protocol-level surveys for special-status species or wetland delineation are not required for a program-level analysis and will not be conducted. Key biological resources expected to be evaluated include California tiger salamander, Fresno kangaroo rat, San Joaquin kit fox, Swainson's hawk, burrowing owl, valley elderberry longhorn beetle, wetlands, and important trees.

Based on information obtained through review of existing documentation, the environmental setting will be prepared and will include an exhibit showing the location and extent of potential sensitive biological resources in the plan area. A brief overview of relevant federal, state, and local laws and regulations will be provided, however, it is noted that there is no currently adopted habitat conservation plan for the plan area. All potentially significant direct and indirect impacts on biological resources that could result from implementation of the specific plan will be described. Mitigation measures to reduce significant impacts will be recommended.

Cultural Resources

Ascent will prepare the existing cultural resources setting based on existing information from the City's General Plan MEIR to the extent that the information is still current and relevant, as well as any updates conducted for projects by the City since that time, including the Southwest Specific Plan. As part of this analysis, Ascent will conduct a plan area-wide records search for archaeological and historical resources through the California Historical Resources Information System. Based on existing documentation, including the records search, the EIR will describe the cultural resources that are known or have the potential to occur within the plan area and the potential impacts that may occur as a result of plan implementation. Because the project does not constitute a substantial land use change, for the purposes of this analysis, it is assumed that no tribes will request consultation pursuant to AB 52 or SB 18. If requested, Ascent will provide draft letters, inviting relevant tribes to consult pursuant to AB 52/SB 18.

Energy

The EIR will include a section addressing the requirements of the Appendix F of the CEQA Guidelines. Ascent will work with City staff to determine potential energy use within the plan area and the potential increases associated with the plan, consistent with the modeling conducted for air quality and greenhouse gas emissions. The City's Greenhouse Gas Reduction Plan will be important to consider in this analysis, particularly in addressing the question of whether the project would result in the wasteful use of energy.

Geology and Soils

This section will analyze potential project-related environmental impacts related to soil stability, landslides, seismicity, and soil erosion from implementation of the plan. The analysis will be based on existing studies and published material and, given the size of the project area and long planning horizon, will be general in nature. The EIR will provide a brief description of the geologic setting, including soil characteristics, and topography. Ascent will evaluate the project's potential exposure to geologic hazards (i.e., earthquakes, liquefaction, etc.) based on information from previous environmental studies, including the City and County general plan EIRs, as appropriate. The EIR will also address concerns associated with soils and foundation stability, and evaluate the potential groundwater impacts of the project. The discussion/evaluation of long-

term water supply/demand will be included as part of the Utilities and Service Systems section outlined below.

Greenhouse Gas Emissions

The analysis will include a brief discussion on the current state of the science (e.g., Intergovernmental Panel on Climate Change's [IPCC] Fifth Assessment Report, IPCC's Global Warming of 1.5 °C Report) along with applicable regulatory framework and relevant guidance (e.g., Senate Bill [AB] 32 of 2016). The most recent greenhouse gas (GHG) emissions inventory for the City will also be presented. Similar to the air quality analysis discussed above, construction and operational GHG emissions will be quantified to the degree feasible using updated traffic information for the plan and the most recent version of CalEEMod. The estimated emissions will include potential new GHG emissions from known sectors (e.g., building energy, mobile, water and wastewater, solid waste). The modeling will be based on the proposed specific plan land uses and updated policies. For the impact analysis, Ascent will consider all existing and applicable guidance and policies from the State and local agencies (e.g., SJVAPCD, City of Fresno). Specifically, the City of Fresno's City's 2014 Greenhouse Gas Reduction Plan will be reviewed and included in the analysis as relevant.

Hazards and Hazardous Materials

Ascent will prepare the existing hazards and hazardous materials setting based partly on existing information available from the City, including the analysis from the Master EIR and the City's emergency response planning efforts, as well as database information from the California Environmental Protection Agency where background information is outdated. Ascent will evaluate the potential hazards and hazardous materials impacts associated with implementation of the plan. For example, due to historic agricultural operations throughout the plan area, the use of pesticides/chemicals and their continued presence in local soils will be discussed and evaluated. This section will also evaluate the potential for the plan and development associated/consistent with it to result in a hazard to the public or the environment through: transport, upset, or emission of hazardous materials; impairing an emergency response plan; and wildfires. This evaluation will include a discussion of the existing rail lines nearby, as well as recently replaced utility lines (including natural gas lines). Information regarding the types of activities and hazardous materials that could be used during construction and operation will be summarized and evaluated.

Hydrology and Water Quality

Ascent will describe the existing hydrologic setting of the plan area, using publicly available information such as Federal Emergency Management Agency, Fresno County, California Department of Water Resources, City of Fresno the City's Urban Water Management Plan, and other data and information. Ascent will summarize appropriate federal, state, county, and city regulations and policies related to these issues. Using this information, Ascent will evaluate the potential impacts of implementation of the plan with respect to modification of existing groundwater pumping, drainage patterns, decreased water quality, runoff, and flooding. This section will also address current efforts within the region regarding groundwater management pursuant to the Sustainable Groundwater Management Act (SGMA), although the issue of water supply will be addressed as part of the Utilities and Service Systems analysis identified below.

Land Use and Planning

In this section of the EIR, Ascent will examine the existing land use patterns in the area and will describe any potential for division or conflicts with existing communities, including the City of Fresno and unincorporated areas of Fresno County. Ascent will discuss land use compatibility associated with implementation of the plan including a discussion relative to regional planning efforts. Potential conflicts with habitat conservation efforts will be evaluated within the Biological Resources section and referred to in this section of the EIR.

Noise

The EIR setting will include a discussion of noise fundamentals and descriptors and identification of applicable regulations. In addition to relevant federal and state noise regulations, the setting will also identify noise regulations established by the City of Fresno. The EIR will describe existing noise and vibration conditions within the plan area and the nearby vicinity based on existing environmental documentation and review of aerial photographs. This will include information on the location of existing sensitive receptors (especially residential and other sensitive land uses) and major noise sources (including traffic on SR 99 and local roads, as well as agriculture-related activities), ambient noise levels, and natural factors that relate to the attenuation thereof. This information will be based on existing documentation, site reconnaissance data, and the use of prediction methods (e.g., Federal Highway Administration's [FHWA's] Traffic Noise Prediction Model). As part of the analysis, it will be necessary to determine any changes in fleet mix along local and regional roadways as a result of plan implementation. Specifically, the site reconnaissance will include 2 long-term (e.g., 24-hour) noise measurements, one of which would be proximate to SR 99, sufficient to characterize ambient noise in the area.

Implementation of the plan would accommodate development of as-yet unknown projects within the plan area. Construction-related noise and ground vibration will be programmatically assessed using published reference noise and vibration levels for typical construction equipment. Levels of noise and ground vibration exposure at noise-sensitive receptors will be qualitatively evaluated.

Ascent noise specialists will evaluate potential impacts related to new industrial land uses and, if they represent potential major stationary sources of noise, whether such uses could adversely affect nearby receptors within or near the plan area. This analysis will be based on documented source-specific vibration levels and standard modeling procedures. It is assumed that the plan would not result in any new major long-term operational sources of ground vibration, including changes in the frequency of rail traffic.

Traffic noise levels will be estimated in accordance with the FHWA Traffic Noise Model (FHWA 2006) and traffic volume data provided by the transportation analysis. Traffic model runs will be performed for up to 12 different roadway segments for up to four different scenarios (i.e., existing conditions, existing-plus-project, cumulative-no project, and cumulative-plus-project conditions).

The exposure of the new uses proposed within the plan to aircraft noise associated with the Fresno Yosemite International Airport will be identified based on existing documentation and noise monitoring data. No aircraft noise modeling is included in this scope of work.

Population, Employment, and Housing

The EIR will describe the population of the region, as well as local and regional employment and housing statistics. The analysis will evaluate the potential for implementation of the Plan to induce substantial population growth (including beyond that of the General Plan) or displace housing or people such that development of replacement housing is required. This discussion will focus on projected population growth, how the existing General Plan may or may not accommodate this growth, and the provision of housing relative to the City's current (2017) Housing Element and Regional Housing Needs Allocation.

Public Services and Recreation

Future development within the plan area could directly and indirectly (e.g., through increased employment) result in an increased demand for emergency services (police and fire), school services, and library facilities. The EIR section will discuss the anticipated demand and analyze the capacity of these existing services to serve the level of development associated with implementation of the plan, based on communication with service providers. This section will also describe the potential for implementation of the plan to result in increased demands for public services including such that new or expanded facilities might be constructed or that proposed facilities would result in significant impacts to the environment.

Transportation and Circulation

KD Anderson & Associates (KDA), as a subconsultant to Ascent, will prepare a stand-alone technical transportation study that evaluates the potential transportation impacts of plan implementation under CEQA. Although pending amendments to the CEQA Guidelines would remove thresholds typically associated with Level of Service (LOS) from CEQA analysis, we are recommending conducting a LOS analysis due to uncertainties surrounding potential implications of this change, as well as to inform the analysis of the plan's consistency with applicable programs, plans, and policies addressing the circulation system. Upon receipt and acceptance by the City of the technical study, Ascent will prepare an EIR section that incorporates the study's analysis into a format consistent with the rest of the EIR. The following discussion provides a more detailed summary of subtasks related to the technical transportation study.

To initiate the study, KDA will contact City of Fresno staff to discuss the project, operating assumptions, and the initial scope of work. KDA will obtain and review relevant previously-prepared studies for the area, including the Southwest Fresno Specific Plan EIR. KDA will also obtain select zone "trip trace" runs by the Fresno Council of Governments (FCOG) and identify the probable project trip assignment. That information will be shared with the City, County, and (potentially) Caltrans to confirm study locations. Their requirements will be shared with the City to confirm the final study areas, as applicable.

City guidelines note that new traffic counts must be less than 12 months old. As the traffic counts conducted for the other studies may be over 12 months old when the SIPA project is initiated new traffic volume data will be collected at the intersections and segment study locations where applicable. The new counts will be conducted when local schools are in session.

Study Intersections. The transportation analysis will include an evaluation of the operation of key intersections on state highways that provide access to the SIPA. This scope of work assumed that up to twenty four (24) locations will be identified in consultation with City, County, and Caltrans staff, including but not limited to the following intersections:

1. Jensen Avenue / SR 41 SB ramps
2. Jensen Avenue / SR 41 NB ramps
3. Jensen Avenue / SR 99 SB ramps
4. Jensen Avenue / SR 99 NB ramps
5. North Avenue / SR 41 SB ramps
6. North Avenue / SR 41 SB ramps
7. North Avenue / SR 99 SB ramp off ramp
8. North Avenue / SR 99 NB on ramp
9. North Avenue / Cedar Avenue / SR 99 NB off ramp
10. Cedar Avenue / SR 99 SB on ramp
11. SR 41 / Central Avenue
12. Central Avenue / SR 99 SB off ramp
13. Central Avenue / SR 99 NB on ramp
14. Chestnut Avenue / SR 99 NB off ramp
15. Chestnut Avenue / SR 99 SB on ramp
16. SR 41 / American Avenue
17. American Avenue / SR 99 SB off ramp
18. American Avenue / SR 99 NB on ramp
19. SR 41 / Adams Avenue

Study Area Roadway Segments. Traffic volume information will be established for key study area roadway segments. Daily automobile and heavy truck volumes will be identified, along with peak hour volumes. Study locations will be selected in consultation with City staff, but based on the approach taken for the Southwest Fresno Specific Plan analysis, we anticipate addressing up to fifty (50) distinct segments.

Periods of Analysis. For this transportation analysis, weekday a.m. peak hour and p.m. peak hour traffic conditions will be evaluated at each intersection and freeway ramp junction.

Level of Service Calculation. LOS will be calculated for all study intersections using techniques consistent with current Caltrans and City of Fresno standards, including use of Highway Capacity Manual 6th Edition (HCM 6) methodologies using SYNCHRO software. 95th percentile off-ramp queues will also be calculated. This proposal does not include microsimulation analysis using SimTraffic software. If needed, KDA is available to conduct microsimulation analysis under a contract amendment.

Where applicable, peak hour signal warrants will be analyzed at unsignalized study intersections using methods described in the Caltrans California Manual on Uniform Traffic Control Devices 2014 Edition.

Estimated Project Trip Generation. KDA will prepare an estimate of the amount of vehicle trips that would be generated by the proposed project. The trip generation estimates will be prepared using the Institute of Transportation Engineers (ITE) document, Trip Generation 10th Edition.

Estimated Project Trip Distribution and Assignment. KDA will prepare an estimate of the geographic distribution of project-related travel. The distribution will reflect the location and magnitude of land uses that would attract project-related trips. KDA will ask FCOG to incorporate the project's land use into a short-term future (baseline) model and to provide a short-term select link analysis from the regional transportation model to develop an initial estimate of trip distribution. Due to the regional nature of the project, an incremental approach will be employed that compares baseline traffic models under No Project and Plus project conditions to identify the applicable growth increment that can then be added to current volumes.

Analysis Scenarios. Traffic operating conditions will be evaluated under the following four (4) development scenarios:

20. Existing Conditions
21. Existing Plus Proposed Project
22. Long Term Cumulative No Project
23. Long Term Cumulative with Proposed Project

With respect to Scenarios 1 and 2, traffic volume forecasts will be prepared by superimposing project trips onto the existing traffic volume count data and resulting LOS, queuing, and peak hour signal warrants status will be calculated. With respect to Scenarios 3 and 4, long-term traffic volume forecasts will be made for the study area using the FCOG regional transportation model. KDA will work with City and FCOG staff to update the Year 2040 model to reflect applicable assumptions for the project and for other foreseeable growth. KDA will also incorporate applicable long-term circulation system changes, including work associated with high speed rail. KDA will use FCOG's transportation model Year 2040 and baseline runs to create adjusted Year 2040 volumes at intersections, ramps and on roadway segments under the incremental approach accepted by the City of Fresno and Caltrans. This information will be used to calculate operating LOS, queuing, and signal warrant status with and without the Plan, similar to Scenarios 1 and 2. Improvements that are needed to meet minimum City of Fresno LOS standards will be determined.

Alternatives to be Studied. This proposal does not include quantitative analysis of alternatives to the proposed project. KDA will provide a screening assessment (i.e., comparative trip generation forecasts) for project alternatives if required.

Future Roadways. Future roadways or transit improvements that should be assumed under each scenario will be identified through consultation with the City and Caltrans.

Transportation Models. KDA will prepare future year cumulative travel forecasts for the transportation study based on the most recent version of the FCOG regional transportation model. KDA will work with City staff to identify any applicable land use or street network changes that should be made to the transportation model. We will subsequently work with FCOG staff to incorporate these assumptions into the applicable regional transportation models.

Transit, Bicycle, and Pedestrian Facilities. KDA will describe existing and planned public transit, bicycle, and pedestrian facilities in the plan area.

Project VMT versus Regional VMT. KDA will work with FCOG to identify the effect of plan area development of regional VMT through comparison of transportation model VMT forecast for the No project and Plus Project conditions. The net change will be the plan area's effect. Alternatively, the trips associated with the new land use will be specifically traced to tabular project VMT.

Identify Mitigation Measures. Where significant impacts are identified, mitigation measures will be developed to reduce the significance of the impacts. Mitigation strategies for transportation impacts will consider implementation of the improvements included in the City's existing mitigation fee program, as well as those improvements already conditioned for other projects. Such improvements may include signal installation or modification, intersection and roadway widening / improvements, roadway signing and striping changes, and parking recommendations.

It is assumed that up to two drafts of the technical transportation study will be required prior to finalization and incorporation into the EIR's analysis. KDA will prepare revisions to each draft based on a single set of consolidated and reconciled comments from the City, including after potential review by the County and Caltrans (if necessary).

Utilities and Service Systems

The EIR will discuss the potential demand of plan area development for public utilities based on research and discussion with the City of Fresno Department of Public Utilities and other utility agencies. The analysis will assess any potential for implementation of the Plan to affect demand for potable water, water treatment, wastewater treatment, natural gas, and electricity, particularly as it relates to capacity of existing facilities. The EIR section will discuss impacts from the demand for these services and will also assess the long-term availability and reliability of water supplies to the site. The project meets the requirements for a formal water supply assessment under SB 610, and it is assumed that the City Utilities Department will prepare a formal assessment, which Ascent will incorporate into the analysis of the EIR.

Cumulative Impacts

The Ascent team will evaluate the impacts of cumulative development on the resource issues evaluated in the EIR. Ascent will work closely with City staff, and coordinate with other agencies (e.g., Fresno County, Caltrans), as appropriate to identify reasonably foreseeable related development based on existing land use plans and/or a list of cumulative projects (proposed, approved, and under construction). The EIR section will also describe cumulative effects and determine whether the project contribution is cumulatively considerable.

Alternatives

CEQA requires that an EIR describe a range of reasonable alternatives to a project that feasibly attain most of the objectives but could avoid or reduce at least one environmental impact (Section 15126.6). Ascent assumes that up to four (4) alternatives to the specific plan, including the no-project alternative will be analyzed in a separate section of the EIR, and we will work closely with City staff during preparation of the Administrative Draft EIR, as well as during Task 1, to identify these alternatives.

The alternatives section will provide sufficient detail to compare the impacts of the plan against the other alternatives. A qualitative (quantitative where practical) discussion of each of the EIR's issue areas will be presented for each alternative. If during preparation of the EIR it becomes apparent that minor variations or changes to the plan or its policies could be implemented to reduce or eliminate the environmental impacts or concerns of the project, these changes will be described and evaluated.

Growth Inducement

This section will qualitatively evaluate the project’s potential to induce growth and any subsequent environmental impacts that would occur (pursuant to CEQA Guidelines Section 15126[d]). Projects generally induce growth by removal of an existing obstacle to growth (e.g., providing additional employment, housing, expanding roadway capacity, extending infrastructure to new areas) or by providing increased economic activity in an area. It is expected this discussion will focus on the construction of new uses within the plan area and the potential effects that could occur elsewhere as a result of that growth.

Significant and Unavoidable Impacts

This section will clearly and succinctly summarize any significant and unavoidable environmental effects of the plan and alternatives as evaluated in the EIR. To the extent that mitigation can help avoid significant impacts, the number of unavoidable significant effects may be limited.

Other Sections Required by Statute

CEQA provides very specific requirements for the contents of an EIR. Ascent will provide the City with a complete EIR, containing all sections required by CEQA. Sections required by CEQA not mentioned above include table of contents, executive summary, introduction, effects not found to be significant, discussion of irreversible commitment of resources, references, and individuals and agencies consulted.

Additionally, Ascent will include a discussion of environmental justice related issues due to the location of housing within and near the plan area. Environmental justice has become increasingly important as part of CEQA documentation, as evidenced by the passage of Senate Bill (SB) 1000, which requires consideration of environmental justice as part of local general plans, like the City’s General Plan. The City’s General Plan was approved prior to passage of SB 1000, but in consideration of existing residences in the area, a discussion of environmental justice may be warranted. The discussion would summarize analyses provided in other sections of the EIR (e.g., aesthetics, air quality, hazards, and utilities), and use demographic and other available data to assess the impact of the project on vulnerable communities, with emphasis on evaluation of the potential for disproportionate effects on such communities.

The EIR will include visual aids, such as maps and diagrams, to clearly present the environmental analysis to the decision makers, responsible agencies, and the public. With regard to the executive summary, this section will include a summary table of all impacts and mitigation measures identified in the EIR.

Deliverable	Administrative Draft EIR – electronic submittal (MS Word and pdf versions of each chapter of the Administrative Draft EIR)
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Subtask 3B Screencheck Draft EIR

Based on comments received from the City, Ascent will revise the Administrative Draft EIR and will prepare a Screencheck Draft EIR, as well as a draft Notice of Availability (NOA) and Notice of Completion (NOC), for City review.

Deliverable	Notice of Completion – electronic submittal (MS Word and pdf versions) Notice of Availability – electronic submittal (MS Word and pdf versions) Screencheck Draft EIR (Electronic submittal – MS Word and pdf versions of each section of the EIR)
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Subtask 3C Public Review Draft EIR

Upon receipt of a consolidated set of comments on the Screencheck Draft EIR, Ascent will revise the document and prepare a Draft EIR, suitable for public review. It is assumed that the City would be

responsible for printing and mailing the EIR, as well as posting of the EIR at the County Clerk's office. Ascent will hand-deliver the EIR to the Office of Planning and Research (OPR), State Clearinghouse office. At the time of publication of the Draft EIR, Ascent will also provide the City with a complete electronic record of all references used in the environmental analysis.

Ascent will also finalize the Notice of Availability (NOA) and Notice of Completion (NOC) of the Draft EIR for posting in a local publication and with OPR. It is assumed that Ascent will arrange for posting of the NOA in the Fresno Bee.

Deliverable	Draft EIR - 15 bound hardcopies, 1 unbound reproducible hardcopy, and electronic submittal (MS Word and pdf)
	Notice of Availability/Notice of Completion - 15 bound hardcopies, 1 unbound reproducible hardcopy, and electronic submittal (MS Word and pdf)
	Record of References - Electronic (via flashdrive/USB)

Subtask 3D Administrative Final EIR

Ascent's team will closely review all comments received during the Draft EIR comment period, as well as any late comments that require response. Ascent will thoughtfully respond to the comments received and will provide thorough, well-substantiated responses for comments that raise issues with the Draft EIR's environmental analysis. The number and complexity of the comments that would be received cannot be determined with any degree of specificity. For purposes of this scope of work, Ascent assumes that approximately 200 hours of technical staff time (i.e. not including graphics/word processing) will be adequate to respond to all comments. However, if a more substantive effort is needed to respond, Ascent will coordinate with City staff regarding schedule and budget implications. Responses may include master responses that address multiple comments regarding the same topic.

The Final EIR will consist of the Draft EIR and a Responses to Comments Volume. Reproduction of a revised Draft EIR is not required and not included in this scope. The Responses to Comments Volume will include three major sections: 1) an introduction, which will include a matrix of comment letters received and a summary of the environmental issues raised by each letter; 2) response to comments, which will include individually bracketed and numbered comments with the corresponding responses and any master responses; 3) revisions to the Draft EIR, which will include excerpts of Draft EIR text that require revision; and 4) a Mitigation Monitoring and Reporting Program. The administrative Final EIR will be submitted to the City for review.

Deliverable	Administrative Final EIR - electronic submittal (MS Word and pdf versions of each chapter of the Administrative Draft Final EIR)
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Subtask 3E Screencheck Final EIR

Based on one set of consolidated comments each from the City, Ascent will incorporate written comments on the Administrative Draft Final EIR to produce a Screencheck Final EIR, which will be submitted to the City.

Deliverable	Screencheck Final EIR - electronic submittal (MS Word and pdf versions of each chapter of the Screencheck Final EIR)
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Subtask 3F Final EIR

The Screencheck Final EIR will be revised based on one set of consolidated comments from the City, and Ascent will prepare the Final EIR. It is assumed that the City will submit either the Final EIR or excerpted formal responses to any agencies (up to 40) that submitted comments on the Draft EIR no less than 10 days prior to consideration of the EIR by the City Council for certification. Although not required by CEQA, Ascent will also arrange for posting of the Final EIR at OPR.

Deliverable

Final EIR – 40 hard copies for distribution and electronic submittal (MS Word and pdf versions of each section of the EIR)

Subtask 3G Notice of Determination

This scope assumes that Ascent will prepare the Notice of Determination (NOD) for the EIR and submit it electronically to the City for review. Ascent will revise the NOD based on City staff comments and arrange for posting at OPR within 5 days of certification of the EIR. It is assumed that the City will arrange for posting at the County Clerk and remit required California Department of Fish and Wildlife fees.

Deliverable

Administrative Draft NOD – Electronic submittal (pdf)
Final NOD – Electronic submittal (pdf)

Task 3H: Findings of Fact and Statement of Overriding Considerations

Ascent will prepare draft CEQA Findings of Fact and, if there are significant and unavoidable impacts, a Statement of Overriding Considerations (SOC). The Findings/SOC will specify which mitigation measures have been incorporated into the plan and those measures that have not, and will explain why certain measures, if any, are found to be infeasible. If applicable, the Findings/SOC will also identify which of the feasible project alternatives could reduce adverse environmental effects but are not being implemented, with an explanation as to why they would be infeasible. Ascent will prepare draft and final versions of the Findings/SOC and will submit each electronically to the City. It is assumed that the City Attorney's office will finalize or otherwise approve the Findings/SOC.

Deliverable

Draft Findings/SOC – Electronic submittal (MS Word)
Revised Findings/SOC – Electronic submittal (MS Word)

Task 4: Project Management and Meetings

Subtask 4A Project Management

Ascent's management team will devote effort each month to ensure an efficient and timely process for project execution. In our experience, early identification of issues and agreement upon resolution is tantamount to maintaining an overall project schedule. Ascent will maintain close communication with City staff to ensure the objectives are met, the schedule is maintained, and the project is implemented within established budget parameters. Ascent will prepare monthly progress reports regarding the project schedule, status of technical studies, information needs, and status of the contract.

Deliverable

Monthly progress reports –

Hardcopies to be submitted with monthly invoices

Subtask 4B Meetings/Hearings Related to the EIR

Ascent management staff will attend up to twelve (12) team meetings/conference calls for review of comments received, coordination/information gathering purposes, and discussion of the EIR process, as needed. Ascent will also provide a summary of action items and information/direction obtained from each meeting. It is also assumed that up to 20 hours of additional senior staff time may be required to address technical topics (e.g., traffic analysis, air quality, noise, GHGs).

Additionally, as part of this task, Ascent management staff will prepare for and attend up to three public meetings (e.g. scoping meeting, public hearings) for the project. It is assumed that the meetings will be at City Hall, or that City staff will arrange for alternative meeting space, and prepare any presentation materials pertaining to the plan itself. Ascent will prepare materials (assumed to be portions of a PowerPoint presentation) pertaining to the CEQA process and environmental analysis. Ascent will provide sign-in sheets and comment cards for use by meeting participants, and will be responsible for capturing summary notes of public and agency comments. It is assumed that verbatim recording or hire of a court reporter is not necessary for either meeting.

Deliverable

Sign-in sheets and comment cards for scoping meeting and/or public hearings

Meeting notes - Electronic (MS Word and pdf)

Schedule of Work

WORK PRODUCT/MILESTONE	ESTIMATED DUE DATE*
Receive notice to proceed	December 3, 2018
Kick-off meeting, discuss document format and information needs	Week of December 3-7, 2018
Ascent submits draft Notice of Preparation (NOP) for City review	December 19, 2018
City submits draft NOP comments to Ascent	December 28, 2018
Ascent submits NOP to City for distribution	January 3, 2019
Distribute NOP with announcement of scoping meeting	January 7, 2019
Scoping meeting	Late January 2019
30-day scoping period ends	February 5, 2019
Prepare administrative draft EIR - submit for City review	March 8, 2019
City reviews administrative draft EIR - submit comments to Ascent	March 22, 2019
Prepare screencheck draft EIR - submit for City review	April 5, 2019
City reviews screencheck draft EIR - submit comments to Ascent	April 12, 2019
Ascent submits public draft EIR	April 23, 2019
City publishes public draft EIR	April 25, 2019
Public hearings on draft EIR	May 2019
45-day public review period ends	June 10, 2019
Ascent receives all comments on the public draft EIR	June 12, 2019
Ascent submits administrative final EIR	June 26, 2019***
City submits comments on the administrative final EIR	July 3, 2019
Ascent submits screencheck final EIR	July 12, 2019
City submits comments on screencheck final EIR	July 19, 2019*
Ascent submits final EIR	July 26, 2019
City publishes final EIR	July 29, 2019
Public agency review of proposed responses to comments	Min. 10 days
Planning Commission and City Council Meetings for Consideration of EIR Certification	August 2019

Schedule Assumptions:

*If a step in the schedule is delayed for reasons beyond Ascent's control (e.g., public requests for extended review periods), the elapsed time between subsequent steps will be maintained to allow adequate time to perform those later tasks.

** It is assumed that the project description will not change between preparation of the IS/NOP to the submittal of the administrative draft EIR.

***The time to prepare and submit the administrative final EIR is dependent on the number, nature, and complexity of the comments received on the draft EIR.

Cost Estimate

The proposed price for the EIR is presented in the attached spreadsheet. With the objective of promoting clarity about the proposed price, the following assumptions explain the basis of the price to implement the proposed scope of work. Please note that the price is estimated based on a good-faith effort and current understanding of the project needs of the City. Variations in approach, issues, and deliverables can adjust the contract price.

1. **Proposal Validity:** The proposed scope of work and price are valid for 120 days from the date of submittal, after which it may be subject to revision.
2. **Compliance with CEQA:** The price assumes that an environmental document will be prepared in compliance with CEQA. Permitting and compliance with other laws and regulations is not required and not included in the scope of services. Work concludes at the acceptance by City staff of the final proposed deliverable.
3. **Schedule:** The price is based on the proposed schedule. Should significant delay occur (more than 60 days) for reasons beyond Ascent's control, a budget amendment may apply to the remaining work, based on labor rates in effect at that time. Ascent will consult with the City about a course of action, if a significant delay occurs.
4. **Administrative Costs:** An administrative cost of 5 percent will be applied to subcontractor costs for purposes of subcontract execution and management, invoicing, and payment processing. This cost is included in the attached spreadsheet.
5. **Changes to the Description of the Project or Alternatives:** After the descriptions of the project and alternatives are approved by the City for use in the environmental document, it is assumed they will not change over the course of analysis and document preparation. If changes are necessary, amendment of the budget will be warranted to the extent that already completed analysis and document preparation need to be revised or redone.
6. **Changes in the Scope of Analysis:** The proposed price assumes that no new technical issues, alternatives, field surveys, modeling, or topical areas of research or analysis will be identified through the scoping process or by other affected agencies after contract execution.
7. **References Cited in the Deliverables:** Ascent will maintain electronic copies of reference documents or portions of documents cited and will make the electronic files available during public review. Ascent will submit electronic copies of references to the City for project files upon completion of the authorized work.
8. **Reproduction Costs:** A placeholder budget for reproduction of a certain number of hardcopies of the Draft and Final EIRs is included in the price, based on assumptions regarding the number of copies, document length, and extent of color graphics. This scope of work assumes that the majority of production would be conducted by the City. If requested by the City, the number of copies to be produced by Ascent can be increased with an amendment to this scope and cost.
9. **Final Environmental Document:** The final environmental document will consist of a Responses to Comments volume with excerpted text changes to the Draft EIR and an MMRP. Modification and/or reproduction of the draft environmental document is not needed.

AGREEMENT EXHIBIT B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (CITY) and Ascent Environmental, Inc. (CONSULTANT)

South Industrial Priority Area Specific Plan Environmental Impact Report

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or 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 designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

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

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

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

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 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.

SUBCONTRACTORS - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONSULTANT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

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

**AGREEMENT EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST**

South Industrial Priority Area Specific Plan Environmental Impact Report

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

Explanation: _____



 Signature
 November 7, 2018
 Date
 Gary D. Jakobs, CEO
 (name)
 Ascent Environmental, Inc.
 (company)
 455 Capitol Mall, Suite 300
 (address)
 Sacramento, CA 95814
 (city state zip)

Additional page(s) attached.