

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

THIS AGREEMENT is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Ascent Environmental, Inc., a corporation (hereinafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, CITY desires to obtain professional consulting services for Fresno Rendering Plant EIR Project, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a environmental 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 Resource Management Director (hereinafter referred to as "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 June 30, 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 [ Fee Amount: e.g. One hundred fifty two thousand five hundred and twenty six dollars and zero cents (\$152,526.00)], paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with

applicable copies of representative and identifiable receipts or records substantiating such expense.

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

#### 4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

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

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

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

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

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

or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

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

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

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

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

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

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agent, 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.

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

CITY OF FRESNO,  
a California municipal corporation.

By: \_\_\_\_\_  
Jennifer Clark  
Director, Development and Resource  
Management Department

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy

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

By: \_\_\_\_\_  
Brandon Collet  
Senior Deputy City Attorney

Addresses:

CITY:  
City of Fresno  
Attention: Jennifer Clark,  
Director  
2600 Fresno Street, Room 3065  
Fresno, CA 93721  
Phone: (559) 621-8001  
FAX: (559) [#]

Ascent Environmental, Inc.,  
Ascent Environmental, Inc.

By: \_\_\_\_\_

Name: Gary Jakobs

Title: President

(if corporation or LLC, Board  
Chair, Pres. or Vice Pres.)

By: \_\_\_\_\_

Name: Honey Walters

Title: Secretary

(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 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

**Exhibit A**  
**SCOPE OF SERVICES**  
Consultant Service Agreement between City of Fresno ("City")  
and Ascent Environmental, Inc. ("Consultant")  
**Fresno Rendering Plant EIR**

**PROPOSED SCOPE OF WORK**  
**FRESNO RENDERING PLANT EIR**  
**FRESNO, CALIFORNIA**

## **INTRODUCTION**

The City of Fresno adopted an initial study and mitigated negative declaration (IS-MND) and approved the relocation of a rendering plant to a 40-acre parcel between the Fresno-Clovis Regional Wastewater Reclamation Facility (RWRF) and a PG&E substation at the southwest corner of South Cornelia Avenue and West Jensen Avenue. The City's action drew a lawsuit from Mr. James Quist, an owner of a neighboring property. The City has since engaged in discussions with Mr. Quist and is proposing to relocate the facility to an alternative site immediately south of the one originally proposed.

Ascent will prepare an environmental impact report (EIR) for the project on behalf of the City. We will conduct the environmental analysis in a manner that meets the substantive and procedural requirements of the California Environmental Quality Act (CEQA) and that meets the City's schedule objectives. We are thoroughly familiar with the project characteristics, the project site and vicinity, and the information already available to us, and will make maximum use of it for this work.

## **WORK PLAN**

The following work plan describes the activities to be conducted by the Ascent team to prepare an EIR for the proposed Darling Rendering Plant Relocation Project. The EIR will comply with CEQA and the State CEQA Guidelines, be understandable to experts and lay public alike, and will be supplemented with maps and graphics to convey important project information. All deliverables will be submitted electronically except as otherwise noted.

### **Task 1: Project Initiation and Kick-off Meeting**

Staff from the Ascent team (principal-in-charge and project manager) will attend a project kick-off meeting in Fresno, or by teleconference. The purpose of the meeting will be to initiate the environmental review, discuss key issues and strategies, schedule, and any other key topics. Because we are already familiar with the project and the site, initiation efforts will be minor; we can hit the ground running. Following the kickoff meeting (assuming it occurs in Fresno), we will conduct a brief reconnaissance of the project site to refamiliarize ourselves with site conditions, and discuss design, construction, and access considerations.

| <b>DELIVERABLES</b>                                     |
|---|
| Project kickoff meeting and site visit agenda and notes |

### **Task 2: Notice of Preparation and Scoping Meeting**

Ascent will prepare a draft and final Notice of Preparation (NOP). The City will distribute the NOP to its mailing list of agencies interested parties, and Ascent will deliver the required copies to the State Clearinghouse. The NOP will provide a general description of the project and potential alternatives and identify issues for analysis in the EIR. Because the City has already committed to preparing an EIR, an initial study is not required and is not proposed. This approach will save time and reduce costs. Issues for which significant effects would not occur,

and therefore do not require detailed analysis, would be briefly described in the EIR with supporting evidence and rationale. The NOP scoping period will be scheduled for 30 days, during which time comments on the scope and content of the EIR will be received by the City of Fresno and transmitted to Ascent.

Ascent will assist the City in holding two scoping meetings near the project site and on different days—possibly one on a typical weekday and one on a weekend day. The purpose of the meetings will be to obtain suggestions and information from agencies and the public on the scope of issues to be addressed in the EIR and to identify issues and concerns related to the project. Ascent will help facilitate the meetings on behalf of the City, including summarizing the environmental review process, recording comments, and preparing exhibits, if needed. The meetings will be attended by Ascent’s project manager and principal-in-charge. Oral and written comments received in response to the NOP and during the scoping meetings will be documented in a Scoping Report and considered in the impact analysis. The Scoping Report will be provided as an appendix to the EIR.

|                     |  |
|---------------------|--|
| <b>DELIVERABLES</b> | Draft and final NOP, by electronic submittal in MS Word and pdf formats, plus 15 copies to the State Clearinghouse<br>Materials for and attendance at two scoping meetings<br>Scoping report |
|---------------------|--|

### **Task 3: Administrative Draft EIR and Revised Administrative Draft EIR**

The Ascent team will prepare an Administrative Draft EIR that will meet the requirements of CEQA, the State CEQA Guidelines, and pertinent case law. The Administrative Draft EIR will include all required content elements, including a detailed description of the proposed project and alternatives. The Administrative Draft EIR will include a discussion of the environmental setting; regulatory framework; direct, indirect, and cumulative impacts; mitigation measures for any identified significant effects; and other CEQA-mandated contents. Each resource topic listed in Appendix G of the CEQA Guidelines will be evaluated at a level of detail appropriate to the project. We will use information from the prior IS/MND to the fullest degree.

Ascent prepares environmental documents with readability and credibility in mind. Where highly technical information is needed to support the analysis, this information will be included in a technical appendix and a clear and concise summary of the information will be presented in the EIR. The environmental and regulatory settings for each resource area will include only information relevant to the analysis. Key EIR chapters and sections are discussed below.

*Project Description:* Ascent will prepare a detailed project description that provides sufficient specificity to appropriately analyze the potential environmental impacts of the project. The project description will include project objectives, description of structures and other facilities, construction phasing, construction activity details (such as equipment type per phase, equipment and materials staging location, duration of construction phases, typical hours of construction), operational phasing, and operational details (such as hours of operation, number of employees, number of trucks, vehicle access and site circulation, utilities connections, type of materials handled, the general type of equipment associated with the industrial process). The project description will also identify the various required entitlements, including the general plan amendment. The details of the project description will be supported by tables and graphics, as appropriate.

*Aesthetics:* The new rendering plant would be constructed on land project would erect an industrial facility on what is now agricultural land. The EIR will assess the aesthetic effects of the construction and operation phases of the project on potential sensitive viewers.

*Agriculture:* The project site contains Prime Farmland and Farmland of Statewide Importance, as designated under the Department of Conservation, Farmland Mapping and Monitoring Program (California Department of Conservation 2015). The EIR will assess potential impacts to agriculture, with consideration of the City's prior Master EIR analysis in support of its last General Plan update.

*Air Quality:* The project area is within the jurisdiction of the San Joaquin Valley Air Basin (SJVAB) and is under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). Project construction would result in emissions of criteria air pollutants and precursors, including reactive organic gases (ROG), oxides of nitrogen (NOX), sulfur dioxide (SO<sub>2</sub>), carbon monoxide (CO), respirable particulate matter (PM<sub>10</sub>), and fine particulate matter (PM<sub>2.5</sub>) from the use of heavy construction equipment, haul truck activity, and worker commute trips. Operational emissions would include vehicular exhaust from truck trips and employee vehicles, and emissions from plant operations. Ascent will estimate construction- and operation-related emissions using the California Emissions Estimator Model (CalEEMod 2016.3.1) and other SJVAPCD-approved methods. Odor emissions will also be assessed in the context of odor abatement measures proposed by the applicant.

*Biological Resources:* The project site has been previously graded, cultivated, and is of limited value for wildlife. However, the site could serve as foraging and/or nesting habitat for three special-status bird species: Swainson's hawk, burrowing owl, and California horned lark. The EIR will assess the potential impacts of the project on biological resources and recommend mitigation measures for any identified significant impacts.

*Cultural and Tribal Cultural Resources:* Because the site was previously disked and cultivated, the potential to discover important cultural resources is considered low. The analysis of cultural resources will include a new records search from the Southern San Joaquin Valley Information Center. At this time, an archaeological field survey is not proposed. If the records search identifies recorded resources that could warrant such a survey, Ascent will engage in discussions with the City as to a course of further study. Ascent will provide the City with a letter inviting tribal consultation pursuant to Assembly Bill (AB) 52. For purposes of this scope, it is assumed that no tribes will request consultation. The EIR will evaluate the potential for the project to affect cultural resources and recommend mitigation measures for any significant impacts. (Because it requires a general plan amendment, the project is also required to comply with Senate Bill (SB) 18. Ascent can advise the City on the SB 18 requirements; however, unlike AB 52, the SB 18 process does not affect the CEQA process.)

*Energy:* CEQA Guidelines Section 15126 and Appendix F of the CEQA guidelines require that EIRs include a discussion of the potential energy impacts of projects, with emphasis on considering if a project would result in inefficient, wasteful, and unnecessary consumption of energy. Based on information provided by the applicant and other sources, the EIR will evaluate energy impacts of the rendering plant relocation, including any net increase in fuel and energy use during project construction and operation.

*Greenhouse Gas Emissions:* The San Joaquin Valley Air Pollution Control District (SJVAPCD) has guidance on evaluating GHG emissions for stationary source projects using Best Performance Standards (BPS). In accordance with the guidance, GHG emissions will be quantified and disclosed in the EIR. Impacts will be evaluated, and mitigation measures recommended for any potentially significant impacts.

*Hazards and Hazardous Materials:* The site was used historically for crop cultivation; therefore, residue from pesticides, fertilizers, and other agricultural chemicals may be present on the site. The use of hazardous materials in project operation and disposal of any hazardous wastes generated by the rendering plant would be subject to numerous laws and regulations at all levels of government. The EIR will identify any existing issues related to hazards and hazardous materials in the project area, identify impacts that could occur from construction and operation of the proposed rendering plant, and recommend feasible mitigation measures for any potentially significant effects.

*Hydrology and Water Quality:* There are no surface waters on the site and the rendering plant would extract its water supply from a new well. The EIR will assess potential effects to groundwater quality and quantity, and identify feasible mitigation measures, if required.

*Land Use and Planning:* The project would require a General Plan Amendment to change the General Plan land use designation of land from Public Facility to Heavy Industrial, and a rezone of the same property from PI to Industrial-Heavy (IH). The proposed Darling facility would also require a conditional use permit (CUP) to operate within the IH zone. In addition, the previously considered 40-acre site adjacent to W. Jensen Avenue would be revised from Public Facility to Agriculture to accommodate orchard uses, specifically nut trees. The EIR will evaluate the potential consequences of the land use change.

*Noise:* Construction-generated noise and ground vibration will be analyzed using published reference noise and vibration levels for typical construction equipment, and levels of noise exposure will be estimated using standard attenuation rates and calculation methods recommended by Caltrans and the Federal Transit Administration. Analysis of operational noise will consider the potential for noise from the plant itself and truck and vehicle traffic on local roadways to affect sensitive receptors.

*Transportation:* Local access to the project site would be via existing paved roads and in the vicinity, including Jensen and Cornelia Avenues, and regional access would be via State Route 99. The analysis will be based largely on the traffic study prepared for the prior proposed site. The Ascent team, including Fehr & Peers, will assist the City in engaging in additional coordination with the County as it pertains to trip generation and potential impacts to Jensen Avenue. Trip generation will be verified. It is assumed that no revisions to trip generation or new modeling would be necessary. Similarly, the traffic analysis will be verified and updated, and will address the same suite of intersections and roadway segments. The analysis will consider temporary construction traffic and identify necessary construction traffic management measures, and operational vehicle and truck traffic.

*Less-than-significant Impacts:* Potential impacts relative to geology and soils, population and housing, public services, recreation, and utilities and service systems are assumed to be less than significant. These issues, and the rationale for this finding, will be briefly presented in the EIR.

*Cumulative Impacts:* Ascent will work with City staff to establish the cumulative setting, which involves identification of a reasonably foreseeable cumulative development scenario based on the existing and proposed land uses and a list of cumulative projects (submitted applications and other known, reasonably foreseeable projects). It is expected that the cumulative setting and analysis will largely tier off the Fresno General Plan MEIR and other relevant documents.

*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 three (3) alternatives to the project, including the no project alternative, will be analyzed in the EIR. The alternatives section will provide sufficient detail to compare the impacts of the project against the 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 could be implemented to reduce or eliminate the environmental impacts or concerns of the project, these changes will be described and evaluated.

*Significant and Unavoidable Impacts:* This section will clearly and succinctly summarize any significant and unavoidable environmental effects of the proposed project and alternatives as evaluated in the EIR.

*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 contents required by CEQA. Sections required by CEQA not mentioned above include table of contents, an executive summary (proposed to be submitted with the Screencheck Draft EIR, as described in Task 4, below), an introduction, effects not found to be significant, a discussion of irreversible commitment of resources, growth-inducing impacts, references, and a list of individuals and agencies consulted. The EIR will include visual aids, such as maps and graphics, to clearly present the environmental analysis to the decision makers, responsible agencies, and the public.

Ascent will submit the Administrative Draft EIR to the City for review and comment. The City will provide Ascent with a unified (that is, consolidated and reconciled such that they are non-conflicting) set of written comments on the Administrative Draft EIR. Ascent will meet with City staff to go over comments and discuss revisions. Following the meeting, Ascent will prepare a Revised Administrative Draft EIR with revisions in track changes addressing City comments.

|                    |                                  |
|--------------------|----------------------------------|
| <b>DELIVERABLE</b> | Administrative Draft EIR         |
|                    | Revised Administrative Draft EIR |

#### **Task 4: Screencheck Draft and Public Review Draft EIR**

Following review of the Revised Administrative Draft EIR, the City will provide Ascent with a unified set of written comments on the revised document. Ascent will meet via teleconference with City staff to go over comments and discuss any remaining revisions. Following the meeting, Ascent will prepare a Screencheck Draft EIR with revisions in track changes addressing City comments. Consistent with State CEQA Guidelines Section 15123, an executive summary presenting the significance conclusions in clear and simple language that can be easily understood by the general public, will be provided in the Screencheck Draft EIR. The executive summary will include a table identifying each impact presented in the analysis, the level of impact before mitigation, applicable mitigation measures, and the level of impact after mitigation. Ascent will submit the Screencheck Draft EIR to the City for final review and approval. It is assumed that comments on the Screencheck Draft EIR will be limited to minor editorial changes.

City staff will provide final edits to the Screencheck Draft EIR. Ascent will incorporate changes and produce the Draft EIR for public and agency review. Ascent will provide electronic copies of the Draft EIR to the City for posting to the website. As required, Ascent will deliver 15 CDs of the complete document plus 15 hard copies of the Executive Summary to the State Clearinghouse. A placeholder budget for printing has been included in this proposal but is subject to refinement pending determination of number of hard copies, length of document, number of color graphics, and other variables that affect printing cost.

Ascent will compile an electronic copy of all cited literature, studies, personal communications, and reference materials used in the preparation of the EIR. These materials will be provided with the public review Draft EIR deliverable and updated as needed for the Final EIR (Task 6). We will prepare a Notice of Completion (NOC) for submittal to the State Clearinghouse, and a Notice of Availability (NOA) for direct mailing and for publication in a local newspaper. It is assumed that the City will generate the mailing list for NOA distribution.



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| <b>DELIVERABLES</b> | <p>Screencheck Draft EIR</p> <p>Draft EIR, by electronic submittal in MS Word and pdf formats, hard copies (number to be determined), plus 15 CDs and 15 hard copies of Executive Summary to be delivered by Ascent to the State Clearinghouse</p> <p>Draft and final NOC and NOA and newspaper notices</p> |
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**Task 5: Administrative Final EIR**

Following the close of the public comment period for the Draft EIR, Ascent will prepare responses to comments submitted on the Draft EIR. Although Ascent will provide responses to all comments received, detailed responses will only be provided for those comments that raise significant environmental points. (City staff may elect to prepare detailed responses to non-environmental comments—for example, comments on the project itself or its merits—for inclusion in the staff report.) Given the level of outreach previously conducted by the City (including meetings with the neighboring landowner), and the broad support for the project, we assume there will be only a moderate number of substantive comments. This scope of works assumes up to 66 hours of technical staff time will be necessary to prepare responses to public and agency comments. It is further assumed that responses will consist of explanations, clarifications, and elaboration of the information contained in the Draft EIR, and that analysis of new issues, alternatives, or substantial supplemental technical analysis or modeling will not be needed.

City staff will provide Ascent with complete copies of all comments received on the Draft EIR during the comment period. Once we have reviewed the comments, the project manager and principal will meet with the City in person or by teleconference, to review the comments, resolve controversial issues, and determine a framework and approach for preparing responses. The Ascent team will also prepare the Mitigation Monitoring and Reporting Program (MMRP) concurrently with the responses to comments and Final EIR. Ascent will then prepare an Administrative Final EIR, including all comments received on the Draft EIR, written responses to substantive comments, text changes to the Draft EIR, and the MMRP. The Administrative Final EIR will be submitted to the City for review.

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| <b>DELIVERABLES</b> | <p>Administrative Final EIR</p> <p>Draft MMRP</p> |
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**Task 6: Screencheck and Final EIR**

The City will compile and provide a unified set of comments on and suggested revisions to the Administrative Final EIR and Draft MMRP. Ascent will review comments and discuss revisions with the City, if necessary, and prepare a Screencheck Final EIR for review by the City prior to completion of the Final EIR. Ascent will also prepare draft CEQA findings of fact and statement of overriding considerations, if needed, and the Notice of Determination (NOD) for filing at the State Clearinghouse after certification of the EIR and project approval (if approved). Ascent will submit the Screencheck Final EIR, draft CEQA findings, and NOD to the City for review.

The City will compile a unified set of comments and suggested revisions to the Screencheck Final EIR, CEQA findings, and NOD. Ascent will incorporate changes to the Screencheck and deliver the Final EIR to the City of Fresno for its use. Ascent will provide electronic copies of the Final EIR for posting to the website. Hard copies can be provided. A placeholder budget for printing has been included in this proposal but is subject to

refinement pending determination of number of hard copies, length of document, number of color graphics, and other variables that affect printing cost. Final CEQA findings and NOD will be provided to the City with the Final EIR. Ascent will file the NOD with the State Clearinghouse as soon as possible, and within five days of certification of the EIR.

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| <b>DELIVERABLES</b> | Screencheck Draft EIR<br>Public Final EIR, by electronic submittal in MS Word and pdf formats, plus hard copies (number to be determined)<br>Final MMRP<br>Draft and final CEQA findings<br>Draft and final NOD |
|---------------------|---|

### Task 7: Public Hearings

The project manager and principal will attend three hearings on the EIR, one during public review of the Draft EIR, one before Planning Commission, and one at EIR certification before the City Council. Ascent will assist with preparation of information packets, staff reports, and PowerPoint presentations. Ascent team members will be available to present information, answer questions, and record comments.

|                     |  |
|---------------------|--|
| <b>DELIVERABLES</b> | Meeting materials and attendance at Draft EIR hearing<br>Meeting materials and attendance at EIR hearing before the Planning Commission<br>Meeting materials and attendance at Final EIR certification hearing before City Council |
|---------------------|--|

### Task 8: Project Management, Coordination, and Meetings

The success of the project will depend on regular coordination and information exchanges between the City and the Ascent team. For purposes of this scope of work, we assume we will participate in up to six meetings/conference calls (in addition to those identified in other tasks) over the duration of the project. Meetings may be solely between the Ascent team and City staff, or they may include the County, regulatory agencies, or other parties, with City approval and involvement. Ascent will also manage our subconsultant, Fehr & Peers to maintain compliance with schedule, budget, and quality control expectations.

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| <b>DELIVERABLES</b> | Up to six project coordination meetings or calls |
|---------------------|--|

## SCHEDULE

Ascent can begin work immediately. We will strive to exceed your expectations by serving as an extension of City staff. Our management style is proactive and we look for opportunities to streamline the environmental process, where feasible. Ascent has an excellent reputation for efficiently managing project budgets and schedules even under the tightest of deadlines.

We will manage the project so that the schedule established at the beginning is maintained to the degree it is under our control. The following presents our proposed schedule for the EIR process. Based on our prior experience with the project, we are fully capable of meeting this schedule. If any element of the CEQA schedule, below, does not jibe with the City's expectations, we would appreciate the opportunity to discuss with you how we can modify it to meet your needs.

| WORK PRODUCT/MILESTONE   | DURATION                             | ESTIMATED DUE DATE        |
|--|--------------------------------------|---------------------------|
| Receive notice to proceed  | --                                   | July 2, 2018              |
| Conduct project kickoff meeting                                    | --                                   | Week of July 2, 2018      |
| Submit letter inviting Tribal consultation pursuant to AB 52       | 1 week                               | July 9, 2018              |
| Submit draft NOP   | 2 weeks                              | July 23, 2018             |
| Receive comments from City   | 1 week                               | July 30, 2018             |
| Submit final NOP   | 4 days                               | August 3, 2018            |
| Close of request period for Tribal consultation                    | 30 days from receipt                 | August 9, 2018 (approx.)  |
| City publishes NOP   | 3 days                               | August 8, 2018            |
| Scoping meetings   | --                                   | Week of August 27, 2018   |
| Deadline to initiate Tribal consultation, if requested             | 30 days from close of request period | September 10, 2018        |
| Close of scoping/Ascent receives all NOP comments                  | 30 days from NOP publication         | September 7, 2018         |
| Submit administrative Draft EIR                                    | 4 months total                       | October 31, 2018          |
| City submits comments on admin Draft EIR to Ascent                 | 3 weeks                              | November 21, 2018         |
| Meeting to discuss comments on administrative Draft EIR, if needed | --                                   | Week of November 26, 2018 |
| Ascent submits screencheck Draft EIR                               | 2 weeks                              | December 5, 2018          |
| City submits comments on screencheck Draft EIR                     | 1 week                               | December 12, 2018         |
| Ascent submits Draft EIR   | 1 week                               | December 19, 2018         |

| WORK PRODUCT/MILESTONE  | DURATION | ESTIMATED DUE DATE    |
|---|----------|-----------------------|
| City publishes Draft EIR  | --       | December 21, 2018     |
| Draft EIR public review period ends                                   | 45 days  | February 4, 2019      |
| Ascent receives all comments on the Draft EIR                         | --       | February 5, 2019      |
| Ascent submits Admin Final EIR, draft MMRP                            | 3 weeks  | February 26, 2019     |
| City submits comments on admin Final EIR, draft MMRP                  | 1 week   | March 5, 2019         |
| Meeting to discuss comments on Admin Final EIR, draft MMRP, if needed | --       | Week of March 4, 2019 |
| Ascent submits screencheck Final EIR, draft Findings                  | 1 week   | March 12, 2019        |
| City submits comments on screencheck Final EIR, draft Findings        | 3 days   | March 15, 2019        |
| Ascent submits Final EIR, Findings                                    | 1 week   | March 22, 2019        |

## COST ESTIMATE

The attached cost estimate reflects our understanding of the project based on communication with City staff. Ascent prepared estimated costs with proposed staff, hours, and rates by task for purposes of determining total fees. Ascent has included a 10 percent contingency fund that would be used in case unforeseen issues arise. Ascent would not access the contingency funds without express authorization from City staff.

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 needs of the City of Fresno. Variations in approach, issues, and deliverables can adjust the contract price.

1. **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.
2. **Price Allocation to Tasks:** The proposed price has been allocated by tasks to determine the total budget. Ascent may reallocate budget among tasks, as needed, as long as the total budget is not exceeded.
3. **Coordination Meetings, Conference Calls, Public Meetings:** A total number of proposed meetings and conference calls is specified. If the number of meetings or conference calls or the required level of effort exceeds this total, a budget augment would be warranted. Ascent will advise the City in advance, if this circumstance arises.
4. **Billing rates:** The enclosed billing rates apply to all agreements executed during the calendar year. After the current calendar year, contract amendments will be subject to the updated billing rates in effect at the time of amendment execution, unless contract provisions exclude billing rate updates.
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. **Document Review Cycles:** Review cycles for preliminary versions of the deliverables (e.g., administrative draft, screencheck, draft, final) are specified in the enclosed scope of work. Additional review cycles or additional versions of administrative or other drafts, if desired, can be provided with a budget augment.
8. **Consolidated Comments:** The City will provide Ascent with one set of consolidated, non-conflicting comments on preliminary draft deliverables that are submitted for review to facilitate the overall schedule and promote efficiency.
9. **Responses to Public Comments:** After public review of the draft environmental document, Ascent will prepare a list of commenters, compile and organize the comments, review and evaluate the comments,

and meet with the City to discuss and develop a strategy for responses. Up to 60 labor hours are assumed for responses to comments, as a reasonable estimate based on a preliminary expectation about the level of public interest. If the number or complexity of comments requires a level of effort above this estimate, Ascent and the City will coordinate about a course of action and need for a budget augment.

10. **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.
11. **Reproduction Costs:** Most deliverables are proposed to be submitted electronically, as described herein. A placeholder budget for reproduction 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. If the number of copies increases or the document length and color content substantially exceed assumptions, a budget augment will be warranted.
12. **Final Environmental Document:** The final environmental document will consist of a Responses to Comments volume that includes an introductory chapter; a list of commenters; enumerated comment letters and public hearing comments; and responses to the significant environmental points raised in comments. All text revisions to the draft environmental document will be assembled in a chapter. Modification and/or reproduction of the draft environmental document is neither needed nor included in the scope.



**PRICE PROPOSAL**  
Darling Rendering Plant Relocation EIR

20-Jun-18

hourly rate:

|   |                   |              | Coatsworth<br>Principal<br>\$245 | Parker<br>Project<br>Manager<br>\$175 | Sr. AQ/Noise<br>\$160 | AQ/Noise<br>\$110 | Sr. Biology<br>\$155 | Biology<br>\$130 | Analyst II<br>\$140 | Analyst I<br>\$110 | Graphics<br>\$120 | Document<br>Production<br>\$115 | Admin<br>\$90   |
|---|-------------------|--------------|----------------------------------|---------------------------------------|-----------------------|-------------------|----------------------|------------------|---------------------|--------------------|-------------------|---------------------------------|-----------------|
| <b>Task 1: PROJECT INITIATION AND KICKOFF MEETING</b>         | <b>Price</b>      | <b>Hours</b> |                                  |                                       |                       |                   |                      |                  |                     |                    |                   |                                 |                 |
| Project Initiation and Kickoff Meeting                        | \$ 3,500          | 20           | 4                                | 8                                     |                       |                   |                      |                  | 8                   |                    |                   |                                 |                 |
| <b>Subtotal, Task 1</b>                                       | <b>\$ 3,500</b>   | <b>20</b>    | <b>4</b>                         | <b>8</b>                              | <b>0</b>              | <b>0</b>          | <b>0</b>             | <b>0</b>         | <b>8</b>            | <b>0</b>           | <b>0</b>          | <b>0</b>                        | <b>0</b>        |
| <b>Task 2: NOTICE OF PREPARATION AND SCOPING MTG</b>          | <b>Price</b>      | <b>Hours</b> |                                  |                                       |                       |                   |                      |                  |                     |                    |                   |                                 |                 |
| Notice of Preparation and Scoping Meeting                     | \$ 7,040          | 44           | 8                                | 12                                    |                       |                   |                      |                  | 12                  |                    | 4                 | 4                               | 4               |
| <b>Subtotal, Task 2</b>                                       | <b>\$ 7,040</b>   | <b>44</b>    | <b>8</b>                         | <b>12</b>                             | <b>0</b>              | <b>0</b>          | <b>0</b>             | <b>0</b>         | <b>12</b>           | <b>0</b>           | <b>4</b>          | <b>4</b>                        | <b>4</b>        |
| <b>Task 3: ADMINISTRATIVE DRAFT EIR</b>                       | <b>Price</b>      | <b>Hours</b> |                                  |                                       |                       |                   |                      |                  |                     |                    |                   |                                 |                 |
| Administrative Draft EIR                                      | \$ 54,620         | 396          | 24                               | 64                                    | 12                    | 48                | 4                    | 24               | 70                  | 80                 | 30                | 32                              | 8               |
| Revised Administrative Draft EIR                              | \$ 16,030         | 114          | 6                                | 22                                    | 4                     | 12                |                      | 8                | 28                  | 20                 | 6                 | 6                               | 2               |
| <b>Subtotal, Task 3</b>                                       | <b>\$ 70,650</b>  | <b>510</b>   | <b>30</b>                        | <b>86</b>                             | <b>16</b>             | <b>60</b>         | <b>4</b>             | <b>32</b>        | <b>98</b>           | <b>100</b>         | <b>36</b>         | <b>38</b>                       | <b>10</b>       |
| <b>Task 4: SCREENCHECK DRAFT AND PUBLIC DEIR</b>              | <b>Price</b>      | <b>Hours</b> |                                  |                                       |                       |                   |                      |                  |                     |                    |                   |                                 |                 |
| Screencheck Draft and Public DEIR                             | \$ 18,470         | 136          | 8                                | 20                                    | 4                     | 10                | 2                    | 4                | 24                  | 40                 | 4                 | 16                              | 4               |
| <b>Subtotal, Task 4</b>                                       | <b>\$ 18,470</b>  | <b>136</b>   | <b>8</b>                         | <b>20</b>                             | <b>4</b>              | <b>10</b>         | <b>2</b>             | <b>4</b>         | <b>24</b>           | <b>40</b>          | <b>4</b>          | <b>16</b>                       | <b>4</b>        |
| <b>Task 5: ADMINISTRATIVE FINAL EIR</b>                       | <b>Price</b>      | <b>Hours</b> |                                  |                                       |                       |                   |                      |                  |                     |                    |                   |                                 |                 |
| Administrative Final EIR                                      | \$ 11,090         | 78           | 4                                | 16                                    | 2                     | 6                 | 2                    | 4                | 20                  | 12                 |                   | 12                              |                 |
| <b>Subtotal, Task 5</b>                                       | <b>\$ 11,090</b>  | <b>78</b>    | <b>4</b>                         | <b>16</b>                             | <b>2</b>              | <b>6</b>          | <b>2</b>             | <b>4</b>         | <b>20</b>           | <b>12</b>          | <b>0</b>          | <b>12</b>                       | <b>0</b>        |
| <b>Task 6: SCREENCHECK AND FINAL EIR</b>                      | <b>Price</b>      | <b>Hours</b> |                                  |                                       |                       |                   |                      |                  |                     |                    |                   |                                 |                 |
| Screencheck and Final EIR                                     | \$ 4,620          | 28           | 4                                | 8                                     |                       |                   |                      |                  | 16                  |                    |                   |                                 |                 |
| <b>Subtotal, Task 6</b>                                       | <b>\$ 4,620</b>   | <b>28</b>    | <b>4</b>                         | <b>8</b>                              | <b>0</b>              | <b>0</b>          | <b>0</b>             | <b>0</b>         | <b>16</b>           | <b>0</b>           | <b>0</b>          | <b>0</b>                        | <b>0</b>        |
| <b>Task 7: PUBLIC HEARINGS</b>                                | <b>Price</b>      | <b>Hours</b> |                                  |                                       |                       |                   |                      |                  |                     |                    |                   |                                 |                 |
| Public Hearings   | \$ 9,150          | 54           | 12                               | 24                                    |                       |                   |                      |                  |                     |                    | 8                 | 6                               | 4               |
| <b>Subtotal, Task 7</b>                                       | <b>\$ 9,150</b>   | <b>54</b>    | <b>12</b>                        | <b>24</b>                             | <b>0</b>              | <b>0</b>          | <b>0</b>             | <b>0</b>         | <b>0</b>            | <b>0</b>           | <b>8</b>          | <b>6</b>                        | <b>4</b>        |
| <b>Task 8: PROJECT MANAGEMENT, COORDINATION, AND MEETINGS</b> | <b>Price</b>      | <b>Hours</b> |                                  |                                       |                       |                   |                      |                  |                     |                    |                   |                                 |                 |
| PM, Coordination, Meetings                                    | \$ 7,140          | 36           | 12                               | 24                                    |                       |                   |                      |                  |                     |                    |                   |                                 |                 |
| <b>Subtotal, Task 8</b>                                       | <b>\$ 7,140</b>   | <b>36</b>    | <b>12</b>                        | <b>24</b>                             | <b>0</b>              | <b>0</b>          | <b>0</b>             | <b>0</b>         | <b>0</b>            | <b>0</b>           | <b>0</b>          | <b>0</b>                        | <b>0</b>        |
| <b>LABOR SUBTOTAL</b>   | <b>\$ 131,660</b> | <b>906</b>   | <b>82</b>                        | <b>198</b>                            | <b>22</b>             | <b>76</b>         | <b>8</b>             | <b>40</b>        | <b>178</b>          | <b>152</b>         | <b>52</b>         | <b>76</b>                       | <b>22</b>       |
|   |                   |              | <b>\$ 20,090</b>                 | <b>\$ 34,650</b>                      | <b>\$ 3,520</b>       | <b>\$ 8,360</b>   | <b>\$ 1,240</b>      | <b>\$ 5,200</b>  | <b>\$ 24,920</b>    | <b>\$ 16,720</b>   | <b>\$ 6,240</b>   | <b>\$ 8,740</b>                 | <b>\$ 1,980</b> |

|   |           |                |
|---|-----------|----------------|
| <b>CONTINGENCY (10% of Labor)</b>         | <b>\$</b> | <b>13,166</b>  |
| <b>REIMBURSABLE EXPENSES</b>              | <b>\$</b> | <b>7,700</b>   |
| Printing                                  | \$        | 1,500          |
| Reproduction                              | \$        | 200            |
| Mileage / Parking / Travel                | \$        | 700            |
| Postage                                   | \$        | 50             |
| Field Equipment                           | \$        | -              |
| Other (please specify)                    | \$        | -              |
| Subconsultant                             | \$        | 5,250          |
| Fehr & Peers (traffic and transportation) | \$        | 5,000          |
| Administrative Cost (5%)                  | \$        | 250            |
| <b>TOTAL PRICE</b>                        | <b>\$</b> | <b>152,526</b> |

**ASSUMPTIONS**

Assumptions that explain the basis of the proposed price are enclosed and are an integral part of this proposed scope for work for services.

## Exhibit B

### **INSURANCE REQUIREMENTS** **Consultant Service Agreement between City of Fresno (“CITY”)** **and Ascent Environmental, Inc. (“CONSULTANT”)** Fresno Rendering Plant EIR

#### **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) \$2,000,000 per claim/occurrence; and,
  - (ii) \$4,000,000 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 by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims 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 thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same

terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

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.

**Exhibit C**

**DISCLOSURE OF CONFLICT OF INTEREST**

Fresno Rendering Plant EIR  
PROJECT TITLE

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

Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Sydney B. Coatsworth*  
 Signature

6-22-18  
 Date

Sydney B. Coatsworth  
 (name)

Ascent Environmental  
 (company)

455 Capitol Mall Ste 300  
 (address)

Sacramento, CA 95814  
 (city state zip)

Additional page(s) attached.