

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

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

RECITALS

WHEREAS, the City desires to obtain professional environmental planning services for the Preparation of an Environmental Impact Report (EIR) pursuant to the requirements of the California Environmental Quality Act (CEQA) for an update to the City of Fresno General Plan (Project); and

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

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

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

AGREEMENT

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

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through December 31, 2026, subject to any earlier termination in accordance with this Agreement. The City, in its sole discretion, may extend the term for two (2) optional one-year extensions. Any extension shall be provided by written amendment executed by both parties.

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

3. Compensation.

- (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed \$450,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.
- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

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

- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.
7. Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782, Consultant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this Agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.
 - (a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
 - (b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Consultant shall be withheld until insurance is in compliance with the requirements. Any

failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

9. Conflict of Interest and Non-Solicitation.

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

this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

Division in their conduct of the audit for each office and facility.

- (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

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

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

- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the

benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

- (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

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

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

individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.

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

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Sukhman S. Sekhon 11/19/2025
Sukhman S. Sekhon
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy _____ Date _____

Addresses:

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

LSA ASSOCIATES,
INC., a California corporation

By: _____
Anthony Petros
Name: Anthony Petros

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

By: _____
Justin Cary
Name: Justin Cary

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

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

CONSULTANT:
LSA Associates, Inc.
Attention: Anthony Petros, Chief Executive
Officer
3210 El Camino Real, Suite 100
Irvine, CA 92602
Phone: (949) 553-0666
E-mail: Tony.Petros@lsa.net

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 LSA Associates, Inc. (Consultant)

Preparation of an Environmental Impact Report (EIR) pursuant to the requirements of the California Environmental Quality Act (CEQA) for an update to the City of Fresno General Plan

See attached scope of work.

SCHEDULE OF FEES AND EXPENSES

See attached.

EXHIBIT B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (City) And LSA Associates, Inc. (Consultant)

Preparation of an Environmental Impact Report (EIR) pursuant to the requirements of the California Environmental Quality Act (CEQA) for an update to the City of Fresno General Plan

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

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

5. PROFESSIONAL LIABILITY (Errors and Omissions):

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. The Consultant shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.

2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. The Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and noncontributory status as broad as that contained in ISO Form CG 20 01 04 13.

4. All policies of insurance shall contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the

City, its officers, officials, employees, agents, and volunteers.

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

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

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

CLAIMS-MADE POLICIES

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

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

SUBCONTRACTORS

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

EXHIBIT C DISCLOSURE OF CONFLICT OF INTEREST

Preparation of an Environmental Impact Report (EIR) pursuant to the requirements of the California Environmental Quality Act (CEQA) for an update to the City of Fresno General Plan

		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 checked="" type="checkbox"/>	<input 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"/>
<p>* If the answer to any question is yes, please explain in full below.</p>			

Explanation: LSA is a subconsultant to
WRT for the Fresno Tower District
Specific Plan Project
No further text
No further text

☐ Additional page(s) attached.

Signed by:

56F5F00CF4C94E2...
Signature
9/18/2025
Date
09-18-2025
(Name)
Anthony Petros
(Company)
LSA Associates, Inc.
(Address)
3210 El Camino Real, Suite 100. Irvine, CA 92602
(City, State Zip)



1. Cover Letter

August 18, 2025

Nadia Salinas, Project Manager
City of Fresno, Planning and Development Department
2600 Fresno Street, 3rd Floor
Fresno, CA 93721

CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

Subject: Statement of Qualifications for the Preparation of an Environmental Impact Report for the City of Fresno General Plan Update (RFQ No. 12600114)

Dear Ms. Salinas:

LSA is pleased to submit this Statement of Qualifications for the preparation of an EIR pursuant to the requirement of the California Environmental Quality Act (CEQA) for an update to the City of Fresno (City) General Plan. We are excited to be continuing our work with the City, a relationship that dates back to 2017 and includes multiple Environmental Impact Reports (EIRs) and technical studies in support of large urban projects. The majority of the work on this project will be completed at LSA's Clovis office, located 12 miles from Fresno City Hall. Kyle Simpson will serve as Principal in Charge and is based in our Clovis office. Mr. Simpson has over 18 years of experience managing environmental projects throughout the State and Central Valley.

With 49 years of experience providing environmental planning services for public- and private-sector clients throughout the State, LSA is recognized and trusted to produce high-quality environmental documents and provide effective and implementable solutions to resolve CEQA issues. In addition to our well-respected expertise in preparing analyses required by CEQA and the National Environmental Policy Act (NEPA), we have in-house experts in the fields of environmental planning and permitting, air quality, greenhouse gas (GHG) emissions, noise, agricultural land use, transportation, water quality, and public outreach, who are available to prepare technical studies and advise on permitting issues when necessary for a project. Many public clients have recognized LSA's ability to provide a broad spectrum of environmental services on an as-needed basis, including the cities of Fresno, Clovis, Porterville, Merced, San Luis Obispo, and Los Angeles, as well as the County of Fresno.

Working with the City over the years allows LSA to have a unique understanding of the CEQA requirements for the General Plan. Through LSA's work with the City on the Program EIR and assisting the City with addressing project-related issues, LSA is the most qualified and has the most experience to provide the technical analysis required by the City to allow for streamlining future projects and withstanding rigorous challenges.

In short, we are confident that we have the essential project management, strategic thinking skills, and multidisciplinary technical knowledge to efficiently and effectively prepare a technically thorough and legally robust EIR for this project. If you have any questions as you review our submittal, please feel free to contact Kyle Simpson at (559) 490-1212.

Sincerely,

LSA Associates, Inc.

Amy Fischer, President/Chief Operating Officer

Authority to Bind the Firm

Amy E. Fischer, President/COO

Amy.Fischer@lsa.net

(559) 490-1213

LSA's Local Office

2565 Alluvial Ave., Suite 112
Clovis, CA 93611

*LSA's local office is only 12 miles
away from Fresno City Hall*

2. Firm/Team Overview

Overview of the Firm

Environmental planning and documentation are the core of LSA's professional services since the firm's founding in 1976 and continues to be our key practice area. LSA is a full-service, multidisciplinary environmental planning and consulting firm that provides the technical support needed to cover the majority of services necessary to prepare and peer-review California Environmental Quality Act (CEQA) documents and supporting technical documentation.

As planners and environmental analysts, we are active in all aspects of community development, land use planning, and public involvement. As technical specialists, we provide expertise in air quality, biological resources and permitting, cultural and paleontological resources, greenhouse gas (GHG) emissions, noise and vibration, transportation planning, and water quality. We are thoroughly familiar with the processes, procedures, and technical requirements of CEQA and the National Environmental Policy Act (NEPA) and are a "one-stop" choice for documentation.

LSA's environmental staff includes expert CEQA and NEPA practitioners that have prepared thousands of Initial Site Assessments, Preliminary Environment Studies, Mitigated Negative Declarations (MNDs), Negative Declarations, Initial Studies, Mitigation Monitoring and Reporting Programs (MMRPs), Categorical Exemptions (CEs), and Environmental Impact Reports (EIRs) to support planning efforts throughout the State. The firm produces legally sound CEQA and NEPA documents that are written in a manner that makes them easy to read and understandable to a diverse audience including planners, designers, attorneys, decision-makers, members of the community, and local interest groups.

Experienced Staff

LSA has a long history of preparing hundreds of environmental documents for complex projects in communities throughout the Fresno County Area, and specifically in the City of Fresno. We have a successful track record of preparing environmental documents that are technically sound and legally defensible, as well as innovative and solution oriented.

The project team will be led by **Kyle Simpson, Principal Environmental Planner**, who is based in our Clovis office. Over the course of the past 8 years with LSA, Mr. Simpson has completed a number of projects for the City of Fresno (City), including preparing Standard Forms and Language for CEQA Documents for the City and the City's General Plan Program EIR. His additional experience includes the Heritage Grove EIR for the City of Clovis and an Integrated Master Plan EIR for the City of Porterville. **Brianna Shaw, Senior Environmental Planner**, will serve as the Project Manager. She has 10 years of experience working on projects across the State, including the Fresno Tower District Specific Plan Update EIR. Ms. Shaw's experience also includes the Heritage Grove EIR for the City of Clovis and the TM 6331 IS/MND for the City of Reedley. Ms. Shaw also has extensive experience evaluating environmental justice issues.

The project team also includes **Jessica Coria, Director of Air Quality and Climate Change Services** and **Cara Cunningham, Senior Air Quality/GHG Specialist**. Ms. Coria served as the Technical Lead for the preparation of the Priority Climate Action Plan (PCAP) for the Fresno Council of Governments (Fresno COG), and Ms. Cunningham prepared the Air Quality, Energy, GHG, and Noise sections of the City's General Plan Program EIR. **Ambarish Mukherjee, PE, AICP, Principal Transportation Planner**; **JT Stephens, Principal Noise Specialist**; and **Pam Reading, Principal Environmental Planner** round out our key personnel assigned to this project, leading transportation, noise, water quality, and agricultural resources studies, respectively.

***LSA's local Clovis Office is only
12 miles from the City's offices.***

***We have provided CEQA
documentation and
environmental planning services
throughout Central California
for more than four decades.***

Subconsultants

If LSA does not have the in-house resources to fulfill a particular City need, or if the recent experience of another local subcontractor will allow for economies of either time or budget, we will engage a subcontractor agreeable to the City. With several decades of experience working throughout Central California with a multitude of teaming partners, we are confident in the strong working relationships we have built over the years and trust that any firm (if needed) will provide top-of-the-line services to support LSA in serving the City.

3. References

a. Key Personnel References

Kyle Simpson, Principal in Charge

1. **Sophia Pagoulatos** | City of Fresno | (559) 621-8062 | Sophia.Pagoulatos@fresno.gov

General Plan Program EIR and Continued Implementation, Fresno, California

Role: Principal in Charge. LSA worked with the City of Fresno to update the City's General Plan Master EIR to a Program EIR to conform with State law and to be consistent with recent legislative changes. This update was intended to streamline implementation of the General Plan by supporting the General Plan's programs and projects with updated environmental analysis, regulatory framework, and mitigation measures pursuant to CEQA.

2. **Sophia Pagoulatos** | City of Fresno | (559) 621-8062 | Sophia.Pagoulatos@fresno.gov

Fresno Tower Specific Plan Update, Fresno, California

Role: Principal in Charge. LSA is currently providing the City of Fresno Department of Planning and Development with environmental services for the preparation of an EIR for the Fresno Tower District Specific Plan Update. The plan aims to provide strategic and comprehensive guidance for making decisions regarding the Tower District's built environment and landscape character, land use and activities, public open space, community facilities and transportation.

3. **Lily Cha-Haydostian, MPA, AICP** | City of Clovis | (559) 324-2335 | lilyc@cityofclovis.com

Heritage Grove Specific Plan EIR, Clovis, California

Role: Project Manager. LSA is currently managing the preparation of an EIR for the Heritage Grove Specific Plan, which would include residential, retail, commercial, park, and public facility uses within an 881-acre area currently located within the Sphere of Influence of the City of Clovis. Implementation of the Specific Plan would result in over 8,500 residential units, 600,000 square feet of retail uses, and nearly 800,000 square feet of commercial uses.

Brianna Shaw, Project Manager/Senior Environmental Planner

1. **Sophia Pagoulatos** | City of Fresno | (559) 621-8062 | Sophia.Pagoulatos@fresno.gov

Fresno Tower Specific Plan Update, Fresno, California

Role: Project Manager. Please see above for Project Description for Fresno Tower Specific Plan.

2. **Victor Lopez, PE** | SBCTA | (909) 884-8276 | vlopez@gosbcta.com

Ontario International Airport Connector Project, San Bernardino County, California

Role: Environmental Planner. LSA prepared several technical reports, prepared the Environmental Assessment/Finding of No Significant Impact (EA/FONSI) pursuant to NEPA, and supported preparation of the Draft and Final EIR for the San Bernardino County Transportation Authority's (SBCTA) Ontario International Airport Connector Project. SBCTA, in cooperation with the Federal Transit Administration (FTA), proposes to construct a 4.2-mile-long tunnel for the operation of autonomous vehicles that would transport airport passengers between the Cucamonga Metrolink Station and Ontario International Airport.

3. **Katherine Glass** | New York City Department of Planning | (212) 720-3425 | kglass@planning.nyc.gov

Gowanus Neighborhood Plan EIS, Brooklyn, New York

Role: Deputy Project Manager. With AKRF, Ms. Shaw prepared an Environmental Impact Statement (EIS) compliant with NEPA, New York State Environmental Quality Review Act, and New York City Environmental Quality Review for an 82-block area of the Brooklyn neighborhood to add an estimated 8,500 new apartments, new commercial uses,

and over 6 acres of public open space. The Gowanus Neighborhood Plan identified strategies for an equitable, resilient, and sustainable Gowanus, with more local jobs and housing.

Jessica Coria, Director of Air Quality/GHG

1. **Simran Jhutti** | Fresno Council of Governments | (559) 233-4148 ext. 241 | jhutti@fresnocog.org

Priority Climate Action Plan, Fresno, California

Role: Technical Lead. LSA completed the Fresno County PCAP for Fresno COG. The PCAP is the first component of the Regional Climate Action Plan that Fresno COG is developing for the Fresno region. The PCAP included a regional GHG inventory, a public outreach process, identification and quantification of priority GHG emission reduction measures, a benefit analysis for low-income and disadvantaged communities, and identification of implementation authorities.

2. **Matt Lopez** | County of Fresno | (559) 600-4324 | mattlopez@fresnocountyca.gov

Elkhorn Sheriff Regional Training Center, AQ-GHG-Permitting, Fresno County, California

Role: Project Manager. LSA prepared an Air Quality and Greenhouse Gas Technical Memorandum to evaluate the impacts associated with construction and operation of the proposed Elkhorn Sheriff's Regional Training Facility Project in Fresno County, California. The analysis was prepared using methods and assumptions recommended in the San Joaquin Valley Air Pollution Control District's Guidance for Assessing and Mitigating Air Quality Impacts.

3. **Susan Long** | Tule Basin Land & Water Conservation Trust | (559) 358-4414, ext. 800 | admin@tuletrust.org

Climate Change Risk and Vulnerability Assessment for the Tule Basin, Tulare County, California

Role: Technical Lead. LSA analyzed the potential future impacts of climate change to the Tule Basin region. This analysis included the potential impacts of temperature and precipitation changes that are projected, as well as the risks of climate hazards such as wildfires, extreme heat events, and flooding to the region, including to agricultural lands, natural habitats, and local communities.

Cara Cunningham, Senior Air Quality/GHG Specialist

1. **Sophia Pagoulatos** | City of Fresno | (559) 621-8062 | Sophia.Pagoulatos@fresno.gov

General Plan Program EIR and Continued Implementation, Fresno, California

Role: Air Quality Specialist. Please see above for Project Description for Fresno General Plan Program EIR.

2. **Mark Hungerford** | City of Fremont | (510) 494-4541 | mhungerford@fremont.gov

Gateway Plaza Apartments Project, Fremont, California

Role: Project Manager. LSA prepared the air quality, energy, and GHG analyses for the proposed Fremont Gateway Plaza Apartments Project in Fremont. The proposed project would demolish 26,550 square feet of existing retail-commercial area and 237 surface parking spaces on a 3.23-acre portion of the shopping center.

3. **Steven Martinez** | City of Fresno | (559) 624-8047 | steven.martinez@fresno.gov

2740 West Nielsen Office/Warehouse Project EIR, Fresno, California

Role: Project Manager. LSA prepared the EIR for the proposed 2740 West Nielsen Project, which would result in the construction of four office/warehouse buildings to be configured for heavy industrial uses by tenants not yet identified. The proposed buildings would result in a total gross floor area of approximately 901,438 square feet.

Ambarish Mukherjee, PE, AICP, Transportation/Mobility Task Lead

1. **Sophia Pagoulatos** | City of Fresno | (559) 621-8062 | Sophia.Pagoulatos@fresno.gov

VMT Mitigation Program and Related Environmental Analysis, Fresno, California

Role: Project Manager. LSA prepared the City of Fresno's vehicle miles traveled (VMT) guidelines, adopted in June 2020. The guidelines included an array of VMT reduction measures that are potentially applicable to the City. Subsequently, LSA was hired to prepare a citywide VMT mitigation program. As part of that program, mitigation measures have been identified based on the City's socioeconomic and geographic characteristics, as well as the feasibility of implementation of those mitigation measures.

2. **Kristie Baley** | City of Lemoore | (559) 924-6744 ext. 740 | kbaley@leemore.com

VTM Mitigation Program and Related Environmental Analysis, Lemoore, California

Role: Project Manager. LSA assisted the City of Lemoore with meeting VMT criteria. The City of Lemoore is making a shift to adopt a set of VMT thresholds to address the changes to CEQA transportation analysis included in Senate Bill (SB) 743 and transition from a delay-based level of service analysis to VMT. LSA defined the appropriate “region” for VMT analysis and standardized screening methods for VMT threshold compliance. LSA made recommendations for appropriate VMT thresholds for both land use and transportation projects and tailored plans to the City.

3. **Frank Centeno** | City of Hanford | (559) 585-2567 | fsenteno@hanfordca.gov

VTM Analysis Guidelines, Hanford, California

Role: Project Manager. LSA provided VMT Thresholds and Implementation Guidelines for adoption by the City of Hanford pursuant to SB 743 for the purpose of evaluating traffic/GHG impacts in compliance with the requirements of CEQA and guidelines implementing SB 743.

JT Stephens, EIT, Noise and Vibration Specialist

1. **Mark Hungerford** | City of Fremont | (510) 494-4541 | mhungerford@fremont.gov

Gateway Plaza Apartments Project, Fremont, California

Role: Technical Noise Lead. Please see above for Project Description for the Gateway Plaza Apartments Project.

2. **Ron Santos** | City of Lake Forest | (949) 461-3449 | rsantos@lakeforestca.gov

Noise Element and Municipal Code Update, Lake Forest, California

Role: Technical Noise Lead. LSA provided peer review of the City of Lake Forest’s draft updated noise policies and standards.

3. **Christopher Koontz** | City of Long Beach | (562) 570-6288 | Christopher.koontz@longbeach.gov

City of Long Beach Noise Element Project, Long Beach, California

Role: Technical Noise Lead. LSA prepared the EIR for the updated Noise Element as part of the City of Long Beach General Plan. The EIR focused specifically on environmental impacts related to noise, land use, and transportation.

Pam Reading, Water Quality and Agricultural Resources

1. **Enrique Saavedra, PE** | County of Monterey | (831) 755-8970 | saavedraem@co.monterey.ca.us

On-Calls for Environmental Planning and Consulting Services for Federally Funded Road/Bridge/Building Facilities/Parks Projects and EIR Consultant List, Monterey County, California

Role: Principal in Charge. LSA is currently providing the County of Monterey Department of Public Works, Facilities & Parks, and the Planning Department with environmental consulting services on an as-needed basis for the preparation of CEQA and NEPA documents, supporting technical reports, and regulatory permitting support.

2. **Mario Suarez** | City of Colton | (909) 370-5523 | msuarez@colton.gov

Pre-Qualified Short List of Environmental Consultants, Colton, California

Role: Principal in Charge. LSA has been providing the City with environmental review and technical support for a variety of projects on an on-call basis. Most recently, LSA completed an EIR for the Reche Canyon Plaza Project. The project includes the development of approximately 18,124 square feet of local-serving commercial uses. The project requires a Specific Plan Amendment to change the existing land use designation of the project site from “Estate Density” to “Commercial” and a General Plan Amendment to change the existing land use designation of an off-site parcel to allow for residential development to prevent a net loss of residential capacity within the city in compliance with Senate Bill 330 requirements.

3. **Amy Stonich, AICP** | City of Lake Forest | (949) 461-3479 | astonich@lakeforestca.gov

On-Call Environmental Consultant Services, Lake Forest, California

Role: Principal in Charge. Since 2019, LSA has been providing the City of Lake Forest a range of services, including the preparation and peer review of technical studies, the preparation and peer review of environmental documents, and the provision of expert testimony before decision-making bodies.

b. Firm Experience and References

General Plan Program EIR and Continued Implementation, Fresno, California

LSA worked with the City of Fresno to update the City's General Plan Master EIR to a Program EIR to conform with State law and to be consistent with recent legislative changes. This update was intended to streamline implementation of the General Plan by supporting the General Plan's programs and projects with updated environmental analysis, regulatory framework, and mitigation measures pursuant to CEQA. As a part of the analysis, LSA updated technical analyses to reflect the baseline conditions of 2019. Key components included air quality analysis and health risk assessment, updating the City's GHG Reduction Plan and transportation and VMT analyses.

LSA Key Staff: Kyle Simpson, Cara Cunningham, Ambarish Mukherjee, PE, AICP

Reference: Sophia Pagoulatos, Planning Manager, Development and Resource Management, (559) 621-8062, Sophia.Pagoulatos@fresno.gov

Work Product: [Fresno General Plan Program EIR](#)



Standard Forms and Language for CEQA Documents, Fresno, California

LSA worked closely with City staff to develop a comprehensive update to the Initial Study template to include standard language and instructions for the preparation of future Initial Studies. The team developed standard language to include and suggested standard mitigation measures. LSA also updated the City's standard MMRP and Operations Checklist to allow for streamlined implementation of future projects.

LSA Key Staff: Kyle Simpson

Reference: Sophia Pagoulatos, Planning Manager, Development and Resource Management, (559) 621-8062, Sophia.Pagoulatos@fresno.gov

Work Product: [Citywide MMRP, Project-Specific MMRP, Environmental Assessment Application, Initial Study Template, and Training Materials](#)

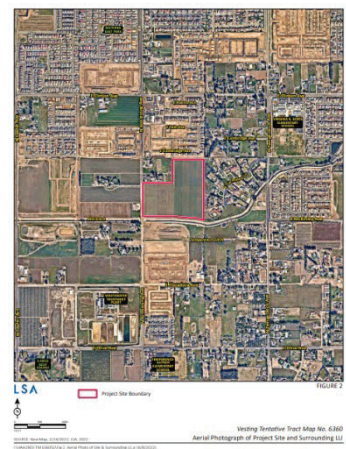
EIR for Vesting Tentative Tract Map No. 6360, Fresno, California

LSA worked with the City to prepare an EIR for Vesting Tentative Tract Map No. 6360. The project proposes the construction of 326 single-family residences, communal park space, and public improvements on 31.29 acres at the northeast corner of McKinley and Armstrong Avenues. The associated entitlements to facilitate development of the proposed subdivision include a General Plan Amendment, a Rezone from RS-3 to RS-5, and a Planned Development Permit to establish a gated community and private streets.

LSA Key Staff: Kyle Simpson, Cara Cunningham, Ambarish Mukherjee, PE, AICP

Reference: Chris Lang, City Planner City of Fresno, (559) 621-8023, Chris.Lang@fresno.gov

Work Product: [Final EIR for Tract 6360](#)



4. Work Samples

LSA has included hyperlinks below to work samples from previously completed projects with the City of Fresno.

General Plan Program EIR and Continued Implementation

Work Product: [Fresno General Plan Program EIR](#)

Standard Forms and Language for CEQA Documents

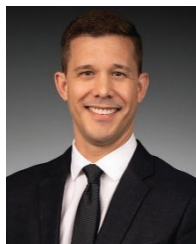
Work Product: [Standard Forms and Language for CEQA Documents](#)

EIR for Vesting Tentative Tract Map No. 6360

Work Product: [Final EIR for Tract 6360](#)

5. Resumes

LSA offers a well-qualified team that will provide the full range of expertise needed to comprehensively address all planning and environmental topics. LSA has selected key staff members who will work on this contract. LSA will manage the on-call environmental consulting contract, assemble project teams according to the needs of each unique assignment, be responsible for the accuracy and quality of all technical documentation, and attend public hearings.



Kyle Simpson, Principal Environmental Planner

Contract Role: Principal in Charge

Education: B.S., Political Science, Santa Clara University

Years of Experience: 19

Mr. Simpson is a CEQA and NEPA practitioner, Project Manager and Principal with more than 20 years of experience. He has served as Project Manager or acted as a key staff member on more than 70 projects in the Central Valley and Northern California. He has experience managing or preparing aspects of programmatic-level planning documents and has extensive experience with project-level analysis for open space/recreational facilities, mixed-use development, school facilities, and public facilities. His responsibilities at LSA include project management and preparation of CEQA/NEPA documents. Mr. Simpson recently completed several CEQA and environmental planning assignments, including the update to the City of Fresno General Plan EIR and the Village D EIR for the City of Madera. As Principal in Charge on this project, Mr. Simpson will provide oversight and assist in difficult project management issues, should they arise. Mr. Simpson will conduct quality control review of all work products.

Project Experience

- City of Fresno, General Plan EIR Update, Fresno, California
- City of Clovis, Heritage Grove EIR, Clovis, California
- City of Fresno, Vesting Tentative Tract Map No. 6360 EIR
- City of Porterville, Integrated Master Plan EIR, Porterville, California



Brianna Shaw, Senior Environmental Planner

Contract Role: Project Manager

Education: B.S., Environmental Management and Protection; Minor, Indigenous Studies in Natural Resources, California Polytechnic State University, San Luis Obispo

Years of Experience: 10

Brianna is a Senior Environmental Planner based in San Diego, with a focus on transportation and development planning projects and experience working on both the East and West Coasts. Ms. Shaw has 10 years of experience as an environmental planning consultant working on multi-

modal transportation projects and urban development projects in California and New York. She specializes in federal and agency regulatory settings, environmental justice analysis, open space resource analysis, and brings knowledge of CEQA, NEPA, and Department of Transportation (DOT)/Federal Highway Administration (FHWA) regulatory guidance. Ms. Shaw has years of experience analyzing environmental justice impacts related to transportation and development projects on the local, State, and federal level. As deputy project manager on the Gowanus Neighborhood Plan EIS, Ms. Shaw analyzed the impacts to socioeconomic conditions, community facilities, and neighborhood character that would result from the proposed rezoning and increased residential and commercial development. With LSA, Ms. Shaw prepared the Environmental Justice Technical Report and analyzed potential project impacts for the ONT Connector Project Environmental Assessment.

Project Experience

- WRT, LLC, Fresno Tower District Specific Plan, Fresno, California
- City of Reedley, TM 6331 IS/MND, Reedley, California
- City of Clovis, Heritage Grove EIR, Clovis, California
- City of Vacaville, McMurtry Creek Estates EIR, Vacaville, California



Jessica Coria, Associate, Director of Air Quality and Climate Change Services

Contract Role: Air Quality/GHG and Sustainability Specialist

Education: M.S., Environmental Science and Policy, Johns Hopkins University, Baltimore; B.A., International Relations: Global Environment, Health, and Natural Resources, University of California, Davis

Years of Experience: 10

With a decade of experience, Ms. Coria served as a Regional Program Manager at the San Joaquin Valley Air Pollution Control District and as a consulting Senior Scientist prior to her current position at LSA. Her expertise includes regulatory compliance, air quality impact analysis per CEQA requirements, conducting health risk assessments, air dispersion modeling, sustainable project design, air pollution control measures, and GHG emission mitigation. She has a comprehensive knowledge of CEQA requirements for air districts throughout California. Ms. Coria is experienced with the models and methods used to assess both air quality and GHG impacts. Her CEQA experience includes conducting technical evaluations and overseeing the preparation of air quality, GHG, and energy analysis for EIRs, Specific Plans, General Plans, Climate Action Plans, and Housing Element Updates, as well as mixed-use, commercial, residential, and industrial warehouse projects throughout California. Ms. Coria will provide review of the Air Quality, Energy, and GHG technical studies.

Project Experience

- Fresno Council of Governments, Priority Climate Action Plan, Fresno County, California
- Fresno Council of Governments, Comprehensive Climate Action Plan, Fresno County, California
- County of Riverside, Highway 74 Community Plan Program EIR and Technical Studies, Riverside County, California



Cara Cunningham, Associate, Environmental Planner

Contract Role: Senior Air Quality Specialist

Education: B.S., City & Regional Planning, minor in Real Property Development, California Polytechnic State University, San Luis Obispo

Years of Experience: 12

Ms. Cunningham is an Associate/Senior Environmental Planner and provides project management and technical assistance on a variety of planning and environmental documents including Environmental Assessments, Initial Studies, and EIRs. At LSA, Ms. Cunningham has been involved in road improvement projects, residential and commercial development projects, and program-level plans. Ms. Cunningham has a strong foundation in land use planning and is well versed in addressing air quality, GHG emission, and noise impacts. Ms. Cunningham recently served as the Project Manager for the Fresno County Rural Transit Agency Maintenance and Operations Facility Project Categorical Exclusion, Cross Creek Subdivision Project Environmental Assessment in Tulare County, and the Hanford Place Project IS/MND. She has contributed to the air quality and global climate change analyses for several California High-Speed Rail Project environmental documents.

for segments in Fresno, Kern, and Los Angeles counties. Ms. Cunningham will prepare air quality, GHG emissions, and noise analyses.

Project Experience

- City of Fresno, General Plan EIR Update, Fresno, California
- City of Clovis, Villa/Minnewawa Project IS/MND, Clovis, California
- City of Clovis, Fire Station 6 Technical Studies, Clovis, California
- City of Clovis, Clovis Landfill Left Turn Lane CEQA, Clovis, California



Ambarish Mukherjee, PE, AICP, Principal Transportation Planner

Contract Role: Transportation/Mobility Task Lead

Education: Master of City and Regional Planning with concentration in Transportation and Land Use Planning, and GIS, University of Texas at Arlington; Bachelor of Architecture (Honors), Indian Institute of Technology, Kharagpur, India

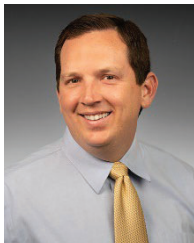
Professional Certifications: Professional Engineer (California C88084); AICP No. 023158

Years of Experience: 20

Mr. Mukherjee specializes in travel demand modeling and public infrastructure projects and conducts Traffic Impact Analyses for a wide variety of large and small projects, including transit projects, residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans. He is currently in charge of LSA's Transportation Group. For this project, Mr. Mukherjee will lead the tasks related to the preparation of transportation-related technical studies.

Project Experience

- City of Fresno, General Plan EIR Update, Fresno, California
- Fresno Council of Governments, VMT Threshold Study, Fresno, California
- City of Fresno, Services Related to VMT Mitigation Program and Related Environmental Analysis, Fresno, California
- City of Visalia, VMT Thresholds and Implementation Guidelines, Visalia, California



JT Stephens, EIT, Principal Noise Specialist

Contract Role: Noise and Vibration Specialist

Education: B.S., Acoustical Engineering, minor in Communications Purdue University, West Lafayette, Indiana

Professional Certifications: E.I.T. License No. ET30504764

Years of Experience: 20

Mr. Stephens is a Principal Noise and Vibration Specialist with nearly 20 years of experience and part of LSA's environmental technical staff. He is primarily responsible for the preparation of noise and vibration studies for a variety of projects. He is proficient in the use of various traffic noise models, the Roadway Construction Noise Model, the Aviation Environmental Design Tool, SoundPLAN Noise Prediction Software, and INSUL, a noise prediction software for building façades and partitions. Mr. Stephens is also responsible for performing noise and vibration monitoring surveys using a variety of Larson-Davis sound level meters and accelerometers. He has supported numerous controversial studies, some of which require non-disclosure agreements, and has attended public meetings as a professional expert. Mr. Stephens will be responsible for oversight of the Noise and Vibration Impact Analyses.

Project Experience

- City of Richmond, 205 Cutting Boulevard Project, Richmond, California
- City of Hayward, 29212 Mission Boulevard Infill Residential Development Project, Hayward, California
- County of Monterey, Davis Road Bridge Replacement and Road Widening Project, Monterey County, California

LSA

City of Fresno
General Plan Update EIR



Pam Reading, Principal Environmental Planner

Contract Role: Water Quality and Agricultural Resources

Education: M.S., Hydrology & Watershed Management, Yale University, School of Forestry & Environmental Studies; B.A. (magna cum laude), Environmental Studies/Political Science, University of Vermont

Years of Experience: 36

Ms. Reading is a Principal Environmental Planner in LSA's San Luis Obispo office. She has been providing environmental planning services throughout California for the past 20 years, with particular emphasis on the Central Coast. She specializes in working with public agencies to complete infrastructure-oriented, transportation, and land development projects. She also serves as Principal in Charge and Project Manager for the preparation of a variety of documents pursuant to CEQA/NEPA, including Initial Studies, MNDs, EIRs, Preliminary Environmental Analysis Reports, Environmental Assessments, and EISs. In addition to her CEQA/NEPA experience, Ms. Reading oversees LSA's in-house water quality work. In this capacity, she prepares and/or oversees the preparation of CEQA/NEPA technical water quality reports and analyses. Additionally, she develops technical CEQA/NEPA visual and farmland impact assessments and land use and coastal zone consistency analyses. Ms. Reading will be available to prepare Hydrology, Water Quality, and Agricultural Resources analysis sections for environmental documents.

Project Experience

- PG&E, Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment, Moss Landing, California
- County of Monterey, San Lorenzo Park Improvement Project, Monterey County, California
- Castroville Bicycle/Pedestrian Path and Railroad Crossing Project, Castroville, California

Licenses

Ambarish Mukherjee - PE - 88084



MUKHERJEE, AMBARISH

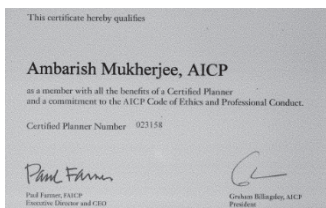
LICENSE NUMBER: 88084 **LICENSE TYPE:** CIVIL ENGINEER

LICENSE STATUS: CLEAR **EXPIRATION DATE:** MARCH 31, 2026

SECONDARY STATUS: N/A

CITY: RANCHO SANTA MARGARITA **STATE:** CALIFORNIA **COUNTY:** ORANGE **ZIP:** 92688

Ambarish Mukherjee - AICP - 023158



6. Summary of Qualifications

LSA understands that the City is seeking an environmental consultant to prepare an EIR and associated documentation for an update to the City's General Plan, pursuant to the requirements of CEQA, and to provide all necessary environmental consulting services in connection with this effort. In response to the City's Request for Qualifications (RFQ) dated May 9, 2025, and Rebid RFQ dated July 16, 2025, LSA has developed a preliminary scope of work and timeline that will achieve the City's objectives for environmental review and has assembled a project team that provides the full range of required expertise.

Project Approach

The EIR and environmental review process in general will provide a comprehensive evaluation of the proposed project. Issues specific to each technical topic to be evaluated under CEQA will be detailed in a Proposed Work Program. Our Proposed Work Program will accomplish the following key objectives:

- Collaborate with the City to define the project for CEQA purposes in order to craft an appropriately detailed project description that accurately reflects all elements of the proposed project.
- Work closely with the City to develop a comprehensive scope of work and detailed budget by task.
- Collaborate with the City to address Environmental Justice as well as the ruling of Fifth Appellate District.
- Utilize LSA's experience preparing program-level environmental documents within Fresno and the Central Valley to customize the environmental review effort to address the unique characteristics of the update to the General Plan.
- Achieve a high level of communication and interaction among the project team so that the CEQA environmental analyses and public outreach efforts consider the range of environmental constraints that could affect project development.
- Make the environmental documentation as accessible and relevant as possible through thoughtful and concise writing and use of data-rich graphics.
- Provide a rigorous program-level, citywide analysis of the environmental effects.
- Use and leverage the LSA Team's technical expertise to prepare an environmental review document that addresses and responds to agency and public concerns about the project.
- Maximize the use of background materials and previous environmental documents that have already been assembled for the project site.

Scope of Work

Task 1. Project Initiation

Task 1.1. Project Start-Up Meeting

LSA will meet with City staff to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort. During this meeting, LSA will:

- Lead a discussion regarding overall project administration, communications, invoicing procedures, and general protocols;
- Confirm the proposed scope of work and expectations for use of any previously prepared technical materials or other background materials that may be available for the site;
- Discuss the significance criteria for each topic to be addressed in the EIR;
- Gather relevant information and data if there is information LSA has not yet received; and
- Discuss the City's desired schedule for the review process; project planning, coordination, and schedule, including establishing target dates for issuance of the Notice of Preparation, Scoping Meeting, and release of the Draft EIR; scheduling of staff review periods through the duration of the process; and determination of review format (i.e. track changes in Microsoft (MS) Word, Google Docs, separate memoranda, or other option).

Following the kick-off meeting, LSA will provide a summary memorandum to the City.

DELIVERABLE:

- Kick-off Meeting Summary Memorandum, MS Word and Adobe Portable Document Format (Adobe PDF)

Task 1.2. Notice of Preparation

LSA will prepare a Notice of Preparation (NOP) in accordance with the requirements CEQA. LSA will participate in a public EIR scoping meeting. LSA will develop materials for these meetings, including handouts, which may include an overview of the objectives of CEQA, the EIR process and schedule, and the topics to be addressed in the EIR. It is assumed that LSA will make a short presentation at the scoping meeting that outlines the project's environmental review requirements and process. Following the 30-day comment period for the NOP, LSA will review all comments, recommend any needed changes to the proposed scope of work, and ensure that all submitted concerns are adequately covered by the EIR. LSA will organize all comments received on the NOP into a comment matrix and will provide responses to each comment.

DELIVERABLES:

- Draft NOP, MS Word and Adobe PDF
- Final NOP, MS Word and Adobe PDF
- State Clearinghouse submittal, Adobe PDF
- Scoping Meeting PowerPoint Presentation, PowerPoint (PPT) format
- Scoping Comments Matrix and Responses, MS Word and Adobe PDF

Task 2. Project Description

LSA will prepare a Project Description that details the purpose, phasing, and physical elements of the proposed project. The project description will include a map showing the location and boundaries of the city and a general description of the project's technical and environmental characteristics. LSA will work closely with the City to ensure that the Project Description provides a level of detail appropriate for the Program EIR. As a part of the Project Description, LSA will work with the City to prepare a list of project objectives consistent with the City's goals for the project.

The Project Description will also include a statement briefly describing the intended uses of the EIR, including a list of agencies expected to use the EIR, a list of permits and other approvals required to implement the project and a list of related environmental review and consultation steps required by federal, State, or local laws, regulations, and policies. LSA will submit a draft of the Project Description to the City for review and acceptance before the LSA Team begins conducting any impact analyses.

DELIVERABLES:

- Draft Project Description, MS Word and Adobe PDF
- Final Project Description, MS Word and Adobe PDF

Task 3. Technical Studies

LSA has extensive experience preparing technical studies for the City. In addition, due to LSA's experience working with the City on the preparation of General Plan Program EIR, LSA has a thorough understanding of the technical studies that are required to be prepared and updated to address the ruling of the Fifth Appellate District. However, given the various ways in which the technical analyses could be completed in response to the ruling, additional consultation with the City and City Attorney's Office is needed in order to provide a detailed scope of work for the following technical studies:

- Air Quality and GHG Emissions Analysis, including the GHG Reduction Plan and providing a framework for reducing or mitigating GHG emissions, consistent with the requirements of 15064.4 and 15183(b) of the CEQA Guidelines
- VMT and Transportation Analysis
- Traffic and Pedestrian Safety Analysis

In addition to the technical studies listed above, LSA will provide updates to the following analyses included in the General Plan Program EIR:

- Agricultural Resources
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise

Following the preparation of the Project Description, as described under Task 2, LSA will work closely with the City to develop a comprehensive scope of work that addresses all relevant resource topic areas through standalone technical reports or technical analyses integrated into the Draft EIR. Due to the ruling of the Fifth Appellate District, there are several ways in which the City could elect to address technical requirements, and LSA will assist the City with developing a defensible scope of work and document.

DELIVERABLES:

- Air Quality and GHG Emissions Analysis, MS Word and Adobe PDF
- VMT and Transportation Analysis, MS Word and Adobe PDF
- Traffic and Pedestrian Safety Analysis, MS Word and Adobe PDF

Task 4. Administrative Draft EIR

LSA will prepare an Administrative Draft EIR that will cover the environmental topics required by CEQA. LSA will expect one round of review of the Administrative Draft EIR. The setting section for each topic will describe the current conditions within the City, which form the baseline for the analysis. Each impact analysis will evaluate the potential environmental effects resulting from buildout of the General Plan, in combination with the recently adopted plans and recent projects. A set of feasible mitigation measures (as well as the residual impacts or effects of each measure) will be identified.

Each topical section will also include a discussion of cumulative impacts. The analysis of cumulative effects will address the potential impacts associated with the project in conjunction with other projects that are under construction, approved, or reasonably foreseeable. The preferred methodology for conducting the cumulative impacts analysis will be developed and agreed upon during the early stages of EIR preparation.

Following completion of the technical analysis and addressing the environmental topics required by CEQA, LSA will work with the City to develop a list of project alternatives to analyze as part of the Administrative Draft EIR. The Alternatives Analysis will provide a reasonable range of alternatives that would be developed in order to reduce potential impacts identified in the Administrative Draft EIR.

DELIVERABLE:

- Administrative Draft EIR, MS Word and Adobe PDF

Task 5. Screencheck Draft EIR

Based on the comments received from City staff, LSA will amend the Administrative Draft EIR and prepare a Screencheck Draft to be reviewed by City staff. One digital version (available in MS Word and Adobe PDF) of the Screencheck Draft will be provided. An Adobe PDF compare version in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

DELIVERABLE:

- Screencheck Draft EIR, MS Word and Adobe PDF

Task 6. Public Review Draft EIR

LSA will amend the Screencheck Draft EIR. LSA will produce digital versions in Adobe PDF that will be distributed to the City for website posting. LSA will prepare the notices required for distribution of the Public Review Draft EIR. Prior to publication of the Public Review Draft EIR, LSA will prepare the Notice of Availability (NOA) and Notice of Completion (NOC). LSA will be responsible for publishing the Draft EIR with the State Clearinghouse with the NOC, and preparation of the NOA for publication in a local newspaper. Publishing the NOA in a local newspaper will be coordinated with the City.

DELIVERABLES:

- Public Review Draft EIR, MS Word and Adobe PDF
- State Clearinghouse Submittal, Adobe PDF
- NOC, Adobe PDF
- Draft NOA, MS Word and Adobe PDF
- Final NOA, MS Word and Adobe PDF

Task 7. Administrative Final EIR/Response To Comments**Task 7.1. Administrative Final EIR/Response to Comments**

The LSA Team will formulate responses to written comments on the Draft EIR, including review period comments received from the public and agencies. The Administrative Draft Response to Comment Document will include: 1) a list of persons, organizations, and public agencies commenting on the Draft EIR; 2) copies of written comments received; 3) responses to environmental comments raised in the review process; and 4) any necessary text, table, or figure changes as an Errata to the Draft EIR. LSA will discuss the best approach to the responses document with the City following the close of the comment period.

Should an unexpectedly large volume of comments be submitted (e.g., an organized letter writing campaign by project opponents or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget (and/or use of contingency funds) to cover work beyond the assumed level would be needed. LSA will submit one digital version (in MS Word and Adobe PDF) of the Administrative Final EIR for City review.

DELIVERABLES:

- Administrative Final EIR/Response to Comments, MS Word and Adobe PDF

Task 7.2. Mitigation Monitoring and Reporting Program

LSA will also prepare a Mitigation Monitoring and Reporting Program (MMRP) that will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. Monitoring will be dovetailed with existing processes of project development and review.

DELIVERABLES:

- Administrative Draft MMRP, MS Word and Adobe PDF
- Final MMRP, MS Word and Adobe PDF

Task 8. Screencheck Final EIR/Response To Comments

After review by City staff and transmittal of suggested revisions, LSA will amend the Administrative Final EIR and prepare a Screencheck version for final review by City staff. One digital version (MS Word and Adobe PDF) of the Screencheck Draft will be provided. An Adobe PDF compare version in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made.

DELIVERABLES:

- First Screencheck Final EIR/Response to Comments, MS Word and Adobe PDF
- Second Screencheck Final EIR/Response to Comments, MS Word and Adobe PDF

Task 9. Final EIR/Response To Comments

Upon completion of the Final EIR, LSA will provide a PDF version of the Final EIR for the City to distribute to the public and commenting agencies a minimum of 10 days prior to any public hearings on the Final EIR. LSA will also provide any additional reference materials in Adobe PDF and update the Administrative Record as needed. Upon project approval and certification of the Final EIR, LSA will prepare a Notice of Determination (NOD) for filing and distribution by the City. LSA will produce digital versions in Adobe PDF and will be distributed to the City for website posting.

DELIVERABLES:

- Final EIR/Response to Comments, MS Word and Adobe PDF
- NOD, MS Word and Adobe PDF

Task 10. CEQA Findings and Statement of Overriding Considerations

LSA will prepare the CEQA Findings of Fact and Statement of Overriding Considerations (SOC), if required. The draft Findings and SOC will be finalized by City Counsel.

DELIVERABLES:

- Draft CEQA Findings of Fact and SOC, MS Word

Task 11. Project Management And Meetings

Mr. Simpson and Ms. Shaw will undertake a variety of general project management tasks throughout the process of preparing the EIR and presenting it to decision-makers. Mr. Simpson will provide input on scope, budget, and scheduling of the project, and quality assurance for all work products. He will review all subconsultant submittals and in-house prepared text, tables, and graphics before these materials are presented to the City as administrative review documents. He will be available for consultation on CEQA procedural matters, as well as application of the *State CEQA Guidelines* to this project.

Ms. Shaw will be in charge of day-to-day activities associated with the project. Project management tasks include regular client contact, oversight of subconsultants and team members, schedule coordination, contract negotiation and management, and development of products. As Project Manager, Ms. Shaw will attend all meetings and maintain a project schedule. She will monitor the project budget in light of progress in the project schedule and will communicate any potential deviations with the City in a timely manner. She will also provide direction to all team members, which will ensure an internally consistent, coherent document.

Mr. Simpson, Ms. Shaw, and the LSA Team, as appropriate, will be available to meet with the project team to gather information, review progress, discuss project alternatives, review preliminary findings, discuss staff comments, and offer input into any discussions on project modifications. This assumes attendance by both Mr. Simpson and Ms. Shaw at the project start-up meeting and the NOP scoping meeting(s) as detailed under Task 1. In addition, LSA would attend up to four in-person or teleconference team meetings (the agendas and issues to be determined), one Planning Commission Hearing, and two City Council Hearings.

Table A: Preliminary Schedule

Milestone	Responsible Party	Duration ¹ (weeks)	Cumulative Weeks
Notice to Proceed	City	–	–
Project Start-Up Meeting	City/LSA	1	1
Draft Project Description ¹	LSA	2	3
Review of Draft Project Description	City	2	5
Prepare Draft NOP	LSA	2	7
Review Draft NOP	City	1	8
Prepare/Distribute Public Review NOP	LSA/City	1	9
<i>30-Day Public Scoping Period</i>	–	4	13
Public Scoping Meeting ²	LSA/City	-	-
Prepare Administrative Draft EIR, Initial Study and Technical Analyses	LSA	12	25
Review Administrative Draft EIR, Initial Study and Technical Analyses	City	4	29
Prepare Screencheck Draft EIR, Initial Study and Technical Analyses	LSA	2	31
Review Screencheck Draft EIR, Initial Study and Technical Analyses	City	2	33
Prepare Public Review Draft EIR, Initial Study and Technical Analyses	LSA	1	34
<i>45-Day Public Comment Period</i>	–	6	40
Prepare Administrative Draft Final EIR	LSA	3	43
Review Administrative Draft Final EIR	City	3	46
Prepare Screencheck Draft Final EIR and Draft MMRP	LSA	2	48
Review Screencheck Draft Final EIR and Draft MMRP	City	2	50
Prepare Public Review Final EIR and Final MMRP	LSA	1	51
EIR Certification Hearing(s)	City	>10 days	53

¹ Assumes that all requested project information and materials received within 1 day of start-up meeting.

² If the City determines a Public Scoping Meeting is needed.

7. Rate Sheet

LSA's standard billing rates by classification and LSA's in-house direct expenses are shown below in Tables A and B. As rates are reviewed annually, the rates shown below are subject to escalation.

Table B: LSA Hourly Billing Rates, Effective May 2025

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$250-305
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$200-260
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$145-240
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Cultural Resources Manager/ Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/ Arborist	GIS Specialist	\$125-150
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Cultural Resources Analyst	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Assistant GIS Specialist	\$110-135
Field Services							
Senior Field Crew/Field Crew							\$85-120
Office Services							
Graphics							\$125-160
Office/Project Assistant							\$100-130
Research Assistant/Intern							\$75-100
Word Processing/Technical Editing							\$115-160

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

Table C: In-House Direct Costs¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	Cost
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

¹ Direct costs shall be reimbursed at cost plus 10 percent.

LSA

City of Fresno
General Plan Update EIR



Legal Documents

Exhibit C – Disclosure of Conflict of Interest

EXHIBIT C DISCLOSURE OF CONFLICT OF INTEREST

		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 checked="" type="checkbox"/>	<input 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: LSA is a subconsultant
to WRT for the Fresno Tower District
Specific Plan Project

☐ Additional page(s) attached.


 Signature

8/18/2025
 Date

Anthony Petros
 (Name)

LSA Associates, Inc.
 (Company)

3210 El Camino Real, Suite 100
 (Address)

Irvine, CA 92602
 (City, State Zip)

LSA

City of Fresno
General Plan Update EIR



Appendix B - Indemnification and Insurance Requirements

APPENDIX B

STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS

REQUEST FOR QUALIFICATIONS TO REBID FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT (EIR) PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR AN UPDATE TO THE CITY OF FRESNO GENERAL PLAN

BID FILE NO. 12600114

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below, and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

☒ ACCEPT
☐ DO NOT ACCEPT

If "DO NOT ACCEPT" is checked, please list exceptions:

Signature of Authorized Person

Anthony Petros

Type or Print Name of Authorized Person



City of Fresno
General Plan Update EIR



Appendix C - Local Preference Certification

APPENDIX C

Respondent's Name: LSA Associates, Inc.
(Submit with Proposal, if applicable)

CERTIFICATION FOR LOCAL PREFERENCE

**Project Name: REQUEST FOR QUALIFICATIONS TO REBID FOR THE
PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT (EIR) PURSUANT TO
THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
(CEQA) FOR AN UPDATE TO THE CITY OF FRESNO GENERAL PLAN**

BID FILE NO. 12600114

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109(b)(1).

Primary Office ☐
Branch Office (NO PO Box) ☒
(mark as applicable)

Location of Business

Address: 2565 Alluvial Avenue
Suite 112
Clovis, CA 93611

Phone: (559) 490-1210

The undersigned Respondent hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

The above Statement is part of the Proposal. Signing this Proposal on the signature page thereof shall also constitute signature of this Certification.

Respondents are cautioned that making a false certification may subject the certifier to criminal prosecution.



City of Fresno General Plan Update EIR Estimated Budget

September 9, 2025

Task	Estimated Cost
Task 1. Project Initiation	\$8,000
Task 2. Project Description	\$8,000
Task 3. Technical Analysis	\$257,000
3.1 Agriculture and Forestry Resources	\$8,000
3.2 Air Quality and GHG Emissions	\$60,000
3.3 Biological Resources	\$15,000
3.4 Cultural Resources	\$15,000
3.5 Geology and Soils	\$6,000
3.6 Hazards and Hazardous Materials	\$6,000
3.7 Hydrology and Water Quality	\$14,000
3.8 Noise	\$20,000
3.9 VMT and Transportation Analysis	\$85,000
3.10 Traffic and Pedestrian Safety Analysis	\$28,000
Task 4. Administrative Draft EIR	\$63,000
Task 5. Screencheck Draft EIR	\$12,000
Task 6. Public Review Draft EIR	\$8,000
Task 7. Administrative Final EIR/Response to Comments	\$23,000
Task 8. Screecheck Final EIR/Response to Comments	\$9,000
Task 9. Final EIR/Response to Comments	\$5,000
Task 10. CEQA Findings and Statement of Overriding Considerations	\$6,000
Task 11. Project Management and Meetings	\$18,100
Estimated Labor Subtotal	\$417,100
Estimated Direct Costs	\$12,000
Estimated Contingency Budget	\$20,900
Estimated Total	\$450,000

Note: The costs identified above are provided as estimates, and further consultation with the City would be required in order for LSA to provide a fully-defined scope of work and budget. The costs identified above could be substantially changed based on further input from the City.