

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

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. (Service Provider).

RECITALS

WHEREAS, City desires to obtain California Environmental Quality Act (CEQA) professional services for Planning and Development on call CEQA projects (Project); and

WHEREAS, the City has established a pre-qualified list of consultants (Service Provider) for development project applicants (Developer) to choose from; and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a CEQA environmental professional consultant and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider shall not be compensated by the City, instead the Developer for the Project shall be solely responsible for compensation by the Project's developer; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for City by its Planning Development 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. Service Provider shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through October 30, 2028, with the option of two additional one-year extensions, subject to any earlier termination in accordance with this Agreement. The services of Service Provider 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) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement and shall not

exceed \$2,000,000 paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services and are not for appropriations.

- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expenses.
- (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 Service Provider'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. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

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

- (d) Upon any breach of this Agreement by Service Provider, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider 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 Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider 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. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.
7. Indemnification. To the furthest extent allowed by law, Service Provider 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) incurred by City, Service Provider or any other person, 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), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Service Provider's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

If Service Provider should subcontract all or any portion of the work to be performed under this Agreement, Service Provider 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 Service Provider 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 Service Provider or any of its subcontractors/sub-Service Providers 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 Service Provider 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 Service Provider 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 Service Provider shall not be deemed to release or diminish the liability of the Service Provider, 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 Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service Provider, its principals, officers, agents, employees, persons under the supervision of the Service Provider, vendors, suppliers, invitees, Service Providers, sub-Service Providers, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, Service Provider 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, Service Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Service Provider in such statement.
- (b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service

Provider 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, Service Provider shall immediately notify 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, Service Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (e) Service Provider 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) Service Provider 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, Service Provider shall remain responsible for complying with Section 9(a), above.
 - (g) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider 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 Service Provider 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, Service Provider at its sole cost and expense shall:

- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of 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 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 Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider 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, Service Provider agrees as follows:

- (a) Service Provider 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) Service Provider 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. Service Provider 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 Service Provider'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. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider 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) Service Provider 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 Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider 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, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider 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, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.
16. Assignment.
 - (a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Service Provider directly to Service Provider.
17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be

resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider.
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.

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

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Kristi Costa 10/10/2025
Kristi Costa Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: David Densley
Projects Administrator
2600 Fresno Street, 3rd Floor
Fresno, CA 93721
Phone: (559) 621-8473
E-mail: David.Densley@fresno.gov

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form
4. Exhibit D – Standards of Performance

LSA Associates Inc.

By: _____
Amy Fischer 10/9/2025
C33AA86C3A53405...

Name: Amy Fischer

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

By: _____

Name: _____

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

REVIEWED BY:

SERVICE PROVIDER:

LSA Associates, Inc.
Attention: Kyle Simpson, Principal
2565 Alluvial Avenue, Suite 112
Clovis, CA, 93611
Phone: (559) 490-1210
E-mail: kyle.simpson@LSA.net

EXHIBIT A

SCOPE OF SERVICES

**Service Agreement between City of Fresno
and LSA Associates, Inc.**

ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

See attached.

Schedule of Fees:

See attached.

EXHIBIT B

INSURANCE REQUIREMENTS

Service Agreement between City of Fresno (City) and LSA Associates, Inc. (Service Provider)

ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

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 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. 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. 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 non-contributory 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 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 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-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 City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are

to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, 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 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 City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the Consultant, and City, prior to commencement of any work by the subcontractor.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☐
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☐
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?	☐	☐
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?	☐	☐
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?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: N/A

N/A

N/A

☐ Additional page(s) attached.

DocuSigned by: Amy Fischer

C33AA86C3A53405...

Signature

10/9/2025

Date

Amy Fischer

Name

LSA Associates, Inc

Company

3210 El Camino Real, Suite 100

Address

Irvine, CA 92602

City, State, Zip

EXHIBIT D

Service Agreement between City of Fresno and LSA Associates, Inc. ON-CALL CEQA SERVICES - STANDARDS OF PERFORMANCE

This exhibit outlines the general expectations for participation in the On-Call CEQA list for the Planning and Development Department.

City Direction and Consultation

All work performed will be done under the general direction of the City's Planning and Development Department, including Assistant Directors, Planning Managers, and other assigned staff. The Consultant shall not alter any project documents, including reports and environmental studies, without written approval from the City. Any necessary changes will be communicated through official channels (e.g., email).

Subcontractor Management

If subcontractors are required, City staff must be notified and approve in writing. The Developer is not authorized to contract directly with any subcontractors under this agreement. Furthermore, any subcontractors engaged by your firm must adhere to the confidentiality and ownership requirements outlined within this agreement.

Communication Protocol

The City retains final authority over the scope of work and environmental documentation, as advised by the City Attorney's Office. Consultants may communicate directly with the project sponsor as necessary strictly for the purpose of contract negotiation and management. Through the Department's CEQA coordinator, consultants may communicate with the project sponsor for the purpose of preparing the project description/draft Scope of Work and formulating mitigation measures and alternatives. Communication regarding project details or public presentations will include the CEQA coordinator.

Confidential Information and Ownership

All materials, documents, and data generated under this agreement are considered confidential and remain the property of the City. Consultants may not share these materials with third parties without prior written consent from the City. This includes all proprietary information, including materials and communications disclosed or submitted during the course of work. Consultants must provide all deliverables to the Department only, and only the Department can distribute copies of the work product to a project sponsor.

Standards of Performance

The City reserves the right to take appropriate action in cases of non-performance. Failure to meet the standards of performance may warrant your firm's removal from the On-Call list. Examples of non-performance include, but are not limited to:

1. Consistency and Accuracy of Project Descriptions- Documents must have a consistent project description across all sections, technical reports, and/or studies.
2. Determination of Appropriate Level of CEQA Documentation- City of Fresno planning staff shall determine the appropriate CEQA clearance document for all projects. This includes a determination of whether an action is discretionary/subject to CEQA, review of project's applicability for exemption, and/or preparation of an Initial Study or EIR.
3. Substantive Errors and Incomplete Analysis- Documents containing substantive errors, incomprehensible, or conclusory analyses, or those below City standards are unacceptable.
4. Missing Technical Reports or Studies- Sections submitted without the required technical reports/studies will not be accepted.
5. Report Organization- The information within the environmental documents, including Environmental Impact Reports, shall be submitted in a logical and orderly manner. The information must be presented in a commonly accepted format that is readily understood by both the public and public agencies.
6. Failure to Address Staff Comments in Resubmissions- When resubmitting documents, consultants must respond fully to all staff and City Attorney Office comments.
7. Failure to Meet Agreed Timelines, Activities, or Deliverables- Exceeding or deviating from the agreed-upon activities, timelines, or deliverables outlined in the project's scope of work without prior approval is unacceptable.
8. Legal Defensibility of Environmental Documents- Environmental documents must be legally defensible, as determined by the City Attorney's Office. Failure to produce legally sound documents may result in removal from the on-call list.
9. Inadequate Analysis- Reports should not simply cut and paste content from technical reports without providing meaningful analysis, interpretation, and logical flow.
10. Failure to Coordinate with Relevant Agencies- Consultants must follow up with and coordinate with City staff and relevant public agencies when clarification is needed for environmental reviews.
11. Inadequate Consistency Analysis- A response to a consistency analysis must include comprehensive discussions, providing a clear rationale for why a project would or would not conflict with policies. Simply restating the project description is insufficient.

12. Insufficient Detail on Regulatory Compliance- Documents should not merely restate regulatory measures without adding meaningful clarification or details regarding regulatory compliance.
13. Objectivity in Consultant Prepared Materials- Consultants shall remain neutral and provide only objective, unbiased materials and services to the Department.
14. Failure to Follow State CEQA Guidelines- Failure to comply with State CEQA Guidelines and State CEQA clearinghouse requirements for the requested service will be considered a violation of performance standards.
15. Timely Communication- Consultants shall respond to requests from the City within ten (10) business days. Failure to respond within (10) business days may lead to removal from the On-Call list. Similarly, the City will respond to inquiries and provide reviews within ten (10) business days, unless otherwise communicated.



LSA

STATEMENT OF QUALIFICATIONS

FOR ON CALL ENVIRONMENTAL SERVICES PURSUANT TO
CEQA - RFQ #12501022
CITY OF FRESNO

NOVEMBER 29, 2024



1. Cover Letter

November 29, 2024

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 On-Call Environmental Services Pursuant to CEQA (RFQ No. 12501022)

Dear Ms. Salinas:

LSA is pleased to submit this Statement of Qualifications for On-Call Environmental Services Pursuant to California Environmental Quality Act (CEQA) to the City of Fresno (City) Planning and Development Department. We are excited to be continuing our work with the City, a relationship that dates back to 2017 and includes our current on-call contract with the Public Works Department. LSA's Clovis office will be the primary point of contact for on-call services, affording us the ability to meet with City staff with little lead time as tasks or projects are proposed.

With 48 years of experience providing environmental planning services for public and private sector clients throughout the State, clients recognize and trust LSA 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 or the National Environmental Policy Act (NEPA), we have in-house experts in the fields of environmental planning and permitting, agricultural land use, air quality, biological resources, cultural resources, geographic information systems, greenhouse gas emissions, noise, paleontological resources, transportation, and water quality 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, to name a few.

In short, we are confident that we have the essential project management, strategic thinking skills, and multidisciplinary technical knowledge to efficiently and effectively prepare high-quality environmental documents and advise the City on CEQA issues. If you have any questions as you review our submittal, please feel free to contact me directly at (559) 490-1213.

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

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 the CEQA and 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 (MND), Negative Declarations, Initial Studies (IS), Mitigation Monitoring and Reporting Programs, and Categorical Exemptions (CE) and even 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. LSA provides informative graphics to support the analysis and make the documents easier to read. LSA also strives to provide adequate background information to help interested individuals and community interest groups understand topics that do not always fall within the requirements of CEQA and NEPA (e.g., socioeconomic issues, policy consistency). Simple attributes such as clear formatting, a well-organized heading structure, and detailed descriptions of project impacts and mitigation measures facilitate the creation of readable and useful documents.

Additionally, many of our planners are certified by the American Institute of Certified Planners (AICP) and are active members of the American Planning Association and Association of Environmental Professionals. We regularly work with land use and CEQA attorneys who provide us with specific suggestions as to how the most recent case law should be interpreted and incorporated into our EIRs and other CEQA documents. Technical studies for air quality, biological resources, cultural and tribal resources, noise and vibration, traffic, and hydrology and water quality are regularly incorporated into CEQA and planning documents and prepared as stand-alone studies.

***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.***



Experienced Staff

LSA has a long history of providing on-call environmental services and has worked on thousands of projects through on-call contracts or master service agreements for cities, counties, and State government agencies throughout California. This depth and range of experience has contributed to LSA's comprehensive understanding of the skills necessary to manage an on-call contract and multiple task orders. 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 7 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, the City's General Plan Program Environmental Impact Report (EIR), and an Addendum to the IS/MND for the City's Recycled Water Distribution System. His additional experience includes the Heritage Grove EIR for the City of Clovis and an IS/MND for the Eagle Mountain Infrastructure Improvement Project in Porterville.

Cara Cunningham, Associate Environmental Planner, will serve as the Project Manager. She has 11 years of experience working on projects across the State as well as serving as the Project Manager for our on-call services contract with the City of Clovis. She has completed numerous projects in the area, including an IS/MND for the City of Clovis' Villa/Minnewawa Widening Project and technical studies for Fire Station No. 6 in Clovis.

LSA's Services Include:

- Preparation of ISs, IS/NDs, IS/MNDs, EIR/EISs, EAs, FONSIs, and EIR Addenda
- Preparation of supporting technical studies (e.g., biological resources, cultural resources, historic resources, air quality, greenhouse gas emissions, noise, water quality)
- Coordination with local, State, and federal resource agencies and implementation of permitting procedures for federal, State, and regional resource permits
- Issuance of legal notices and incorporation of environmental documents into planning processes
- Mitigation monitoring including biological, archaeological, and noise monitoring
- Construction surveys and monitoring and worker training

The project team also includes **Ambarish Mukherjee, PE, AICP, Principal Transportation Planner**, whose experience in Fresno includes the transportation sections of the City's General Plan EIR and completing the Vehicle Miles Traveled (VMT) Threshold Study for the Fresno Council of Governments. **JT Stephens, Principal Noise Specialist**; **Jessica Coria, Director of Air Quality and Climate Change Services**; and **Pam Reading, Principal Environmental Planner**; round out our key personnel assigned to this project, leading noise, air quality, water quality, and agricultural resources studies, respectively.

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

Reference	Project Description
Sophia Pagoulatos, Planning Manager, Planning and Development City of Fresno (559) 621-8062 Sophia.Pagoulatos@fresno.gov	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.
Rodney Horton, MPA, Community Development Director City of Reedley (559) 637-4200 Rodney.Horton@reedley.gov	Kings View Residential Proejct Reedley, California LSA prepared an IS/MND to develop a 0.9-acre project site with 12 two-story townhomes. The project required rezoning the project site and a General Plan Amendment to allow for increased density. Technical studies prepared by LSA included air quality, noise, and transportation/VMT.
Lily Cha-Haydostian, MPA, AICP, Senior Planner City of Clovis (559) 324-2335 lilyc@cityofclovis.com	EIR for Tract Map 6343 Clovis, California LSA prepared an EIR for proposed residential subdivision Tract Map 6343 and associated entitlements proposed by Wilson Premier Homes, Inc. The project would consist of developing a 71.54-acre project site into a 590-lot, single-family residential development and the annexation of 246 acres by the City of Clovis.

Cara Cunningham, Project Manager

Reference	Project Description
Sophia Pagoulatos, Planning Manager, Planning and Development City of Fresno (559) 621-8062 Sophia.Pagoulatos@fresno.gov	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.
Mark Hungerford, Senior Planner City of Fremont 510-494-4541 mhungerford@fremont.gov	Gateway Plaza Apartments Project Fremont, California LSA prepared the air quality, energy, and greenhouse gas 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.
Ryan Burnett, Engineering Program Manager	Clovis Landfill Left-Turn Lane Project IS/MND Clovis, California

Reference	Project Description
City of Clovis (559) 324-2336 ryanb@cityofclovis.com	The proposed Clovis Landfill Left-Turn Lane Project would widen Auberry Road to include a left-turn lane at the Clovis Landfill entrance. Construction of the project would also include extension of the underground drainage pipes beneath Auberry Road to accommodate the widening, with the exception of the westernmost pipe. LSA prepared the environmental analysis, with particular attention to biological and cultural resources.

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

Reference	Project Description
Sophia Pagoulatos, Planning Manager, Planning and Development City of Fresno (559) 621-8062 Sophia.Pagoulatos@fresno.gov	VTM Mitigation Program and Related Environmental Analysis Fresno, California LSA prepared the City of Fresno's 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.
Kristie Baley, Management Analyst City of Lemoore (559) 924-6744, ext. 740 kbaley@lemoore.com	Lemoore VMT Guidelines Lemoore, California 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 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.
Gabrielle de Silva Myers, Senior Planner City of Hanford (559) 585-2578 gmyers@hanford.city	VTM Analysis Guidelines Hanford, California 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 the Act.

JT Stephens, EIT, Noise and Vibration Specialist

Reference	Project Description
Lina Velasco, Director of Community Development City of Richmond (510) 620-6841 Lina_Velasco@ci.richmond.ca.us	205 Cutting Boulevard Project Richmond, California As part of LSA's on-call contract with the City of Richmond, LSA prepared supporting technical documents and a Categorical Exemption under Section 15332 of the <i>State CEQA Guidelines</i> for the proposed Barnof Holdings Self-Storage Facility. LSA prepared technical analyses related to biological and cultural resources, traffic, air quality, and noise to support the findings that implementation of the proposed project will result in no potentially significant impacts.
Troy Fujimoto, City Planner City of Pleasant Hill (925) 671-5224 tfujimoto@pleasanthillca.org	John Muir Pleasant Hill MOB Equipment Noise Assessment Pleasant Hill, California LSA prepared a noise analysis to evaluate the existing noise levels generated by the existing rooftop mechanical equipment at 2675 Pleasant Hill Road in Pleasant Hill, California. LSA identified the noise levels associated with the mechanical equipment at the John Muir Medical Office Building (MOB) and compared those measurements to the noise levels in the City's applicable noise requirements. Preliminary recommendations to reduce equipment noise levels to meet City standards were provided.
Mark Hungerford, Senior Planner City of Fremont 510-494-4541 mhungerford@fremont.gov	Gateway Plaza Apartments Project Fremont, California LSA prepared the air quality, energy, and greenhouse gas analyses for the proposed Fremont Gateway Plaza Apartments Project in Fremont. The proposed project will 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.

Jessica Coria, Air Quality/GHG and Sustainability Specialist

Reference	Project Description
Simran Jhutti, Senior Regional Planner Fresno Council of Governments (COG) (559) 233-4148, ext. 241 Jhutti@fresnocog.org	Priority Climate Action Plan Fresno, California LSA completed the Fresno County Priority Climate Action Plan (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.
Matt Lopez, Architect County of Fresno (559) 600-4324 mattlopez@fresnocountyca.gov	Elkhorn Sheriff Regional Training Center - AQ-GHG-Permitting Fresno County, California 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

Reference	Project Description
	Joaquin Valley Air Pollution Control District's Guidance for Assessing and Mitigating Air Quality Impacts.
Susan Long, Program Director 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 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.

Pam Reading, Water Quality and Agricultural Resources

Reference	Project Description
Enrique Saavedra, PE, Senior Civil Engineer 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 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. LSA has prepared or is currently preparing technical analyses and environmental documentation and regulatory permitting and habitat mitigation planning, when applicable.
Hai Nguyen, PE, Engineer III City of San Luis Obispo 805-781-7200 hnguyen@slocity.org	As-needed Capital Improvement Plan Contract San Luis Obispo California LSA has been providing the City with environmental review and technical support for a variety of projects on an on-call basis. In 2022, the City extended LSA's contract so it could continue providing environmental services until the City could issue a new on-call contract. The City's on-call contract includes the following services: archaeological and historical assessments; archaeological subsurface investigations; biological assessments; preparation of ISS, regulatory analysis and permitting; construction mitigation and monitoring; archaeological data recovery; and habitat restoration.
Amy Stonich, AICP, Assistant Director of Community Development City of Lake Forest (949) 461-3479 astonich@lakeforestca.gov	On-Call Environmental Consultant Services Lake Forest, California 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.

LSA

Project Site Boundary

FIGURE 2

Vesting Tentative Tract Map No. 6360

Aerial Photograph of Project Site and Surrounding Lu

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Standard Forms and Language for CEQA Documents

Fresno, California

LSA worked closely with City of Fresno staff to develop a comprehensive update to the City's Initial Study template to include standard language and instructions for the preparation of future Initial Studies. The team developed standard language to include as baseline information as well as suggested

standard mitigation measures. LSA also updated the City's standard Mitigation Monitoring and Reporting Program (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, IS Template, and Training Materials](#)

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](#)

EIR for Vesting Tentative Tract Map No. 6360

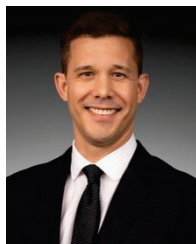
Work Product: [Final EIR for Tract 6360](#)

Standard Forms and Language for CEQA Documents

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

5. Résumés

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: 18

Mr. Simpson is a CEQA and NEPA practitioner, Project Manager and Principal with more than 18 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, Addendum to the IS/MND for the Recycled Water Distribution System, Fresno, California
- City of Fresno, General Plan EIR Update, Fresno, California
- City of Fresno, Fresno Reclamation Well Pipeline Fresno-Clovis Regional Wastewater Reclamation Facility Project, Fresno California
- City of Porterville, Integrated Master Plan EIR, Porterville, California



Cara Cunningham, Associate, Environmental Planner

Contract Role: Project Manager

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

Years of Experience: 11

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, ISs, 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: 19

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: 19

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



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 Greenhouse Gas 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



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 ISs, MNDs, EIRs, Preliminary Environmental Analysis Reports, Environmental Assessments, and Environmental Impact Statements. 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, and visual and farmland

impact assessments. 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

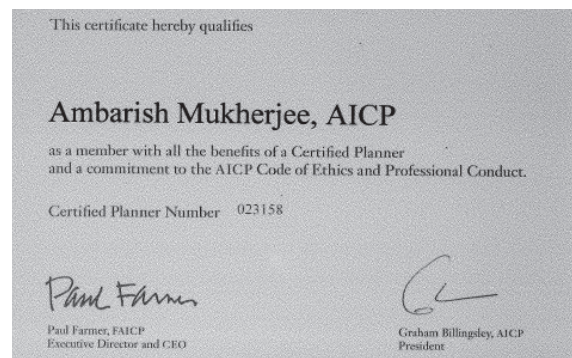
LICENSE NUMBER: 88084 **LICENSE TYPE:** CIVIL ENGINEER

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

As an on-call environmental services consultant, LSA currently holds nearly 100 on-call contracts with public and private entities throughout the State. This depth and breadth of experience has contributed to LSA's comprehensive understanding of the skills necessary to manage on-call contracts and multiple task orders. LSA understands that an as-needed assignment requires an "as-needed" obligation which has resulted in the successful completion of numerous environmental review documents under contract to lead agencies for residential, infill, mixed-use, commercial, recreational, industrial, transit-oriented development, and public works-related projects. The following is a brief introduction to LSA's areas of specialization as they pertain to this contract.

Services and Expertise



Environmental Analysis and Review

LSA's Environmental Planning Group offers broad expertise in environmental analysis and will guide projects through all aspects of CEQA compliance documentation. LSA's environmental staff includes expert CEQA practitioners who have prepared thousands of EIRs and EISs, Categorical Exemptions and Categorical Exclusions, ISs, NDs and MNDs, PEARs, EAs, MMRPs, and addenda to adopted/certified environmental documents. We provide informative graphics to support the analysis and make the documents easier to read. Adequate background information is provided to help interested individuals and community interest groups understand topics that do not always fall within the requirements of CEQA (e.g., socio-economic issues, policy consistency). Simple attributes such as clear formatting, a well-organized heading structure, and explicit descriptions of project impacts and mitigation measures facilitate the creation of readable and useful documents.



Air Quality/Greenhouse Gas Emissions and Sustainability

Our Air Quality and GHG Group provides comprehensive air quality services to ensure compliance with CEQA, NEPA, and local requirements. Services range from construction-level analyses of transportation and development projects to the assessment of planning documents and studies of unique sources of air pollution. LSA's air quality services are responsive to evolving State and federal standards, recent case law, and scientific literature. We use quantitative and qualitative methods to evaluate project and program GHG emissions and work within a multidisciplinary team to craft innovative mitigation measures to reduce effects on global climate change. To determine the potential air quality impacts of each project, LSA uses state-of-the-art computer models and assessment protocols developed by the United States Environmental Protection Agency, Federal Highway Administration (FHWA), California Air Resources Board, California Department of Transportation (Caltrans), the Federal Aviation Administration, local air quality management and air pollution control districts, and city or county governments with jurisdiction over our project sites.



Noise and Vibration

LSA's noise specialists provide acoustical assessment services in compliance with CEQA, NEPA, and local requirements. Our services range from construction-level analyses of transportation and development projects to the assessment of planning documents and studies of unique sources of noise. We will work with Fresno COG to develop reasonable assumptions for construction methods, equipment, and duration. LSA will coordinate with both the design team and the Transportation Group to analyze operational noise impacts.



Traffic/Transportation and Vehicle Miles Traveled

LSA's transportation staff offers comprehensive transportation planning and engineering services for all aspects of transportation projects. These services include traffic and parking studies, operational analyses, and transportation planning research. LSA uses its experience in integrated transportation and land use planning to prepare Sustainable Communities Strategies, long-range transportation plans, bicycle master plans, nexus studies and fee programs, parking strategies, corridor studies, and preliminary engineering services. LSA has successfully completed more than 40 long-range multimodal transportation plans. In addition, LSA conducts modeling for regional transportation networks, identifies roadway funding and cost-sharing opportunities, and assesses traffic impact and parking conditions. LSA's transportation team is recognized for its creative, solution-oriented approach and its sensitivity to communities, and it has supported local communities with alternative transportation planning and active transportation implementation. LSA has also been part of the discussion regarding numerous State and regional mobility issues, such as Complete Streets, General Plan Circulation requirements, long-range transportation planning, and land use and transportation integration (Senate Bill [SB] 375). LSA is a recognized leader on SB 743. Our transportation planning staff has conducted CEQA VMT analysis, including mitigation measures, for several types of projects statewide. LSA also has extensive knowledge of and experience with the various travel demand models used throughout the State.



Water Quality

LSA's water quality staff members are experts in water quality regulations and standards and have extensive experience analyzing projects pursuant to CEQA and NEPA. LSA applies its expertise to help clients identify and address water quality issues throughout the lifecycle of their projects. LSA's water quality services include water quality analysis for environmental documents (e.g., EIRs, EISs, IS/MNDs, EAs), Water Quality Assessment Reports for Caltrans projects, Summary Floodplain Encroachment Reports for Caltrans projects, and peer review of Hydrology Reports and Water Quality Management Plans for development projects for purposes of CEQA compliance.



Agricultural Resources

LSA's environmental planning staff includes agricultural resources specialists who have a strong understanding of both federal and State farmland conversion analysis requirements. LSA's environmental planning staff is highly adept at evaluating impacts to farmland in accordance with the *State CEQA Guidelines*, including using the 1997 California Agricultural Land Evaluation and Site Assessment Model prepared by the California Department of Conservation. LSA's environmental planning staff is also skilled at preparing agricultural resource analysis under NEPA and in compliance with Caltrans' Standard Environmental Reference, Section 23—Farmlands. LSA's experience includes preparing Natural Resources Conservation Service (NRCS) Form AD-1006 for noncorridor projects and NRCS Form CPA-106 for corridor projects pursuant to the Farmland Protection Policy Act, which requires extensive coordination with NRCS staff for review and approval.



Geographic Information Systems

LSA's GIS department serves as the backbone for our environmental analysis work, supporting LSA's technical disciplines with spatial data collection, creation, integration, analysis, and visualization. LSA's GIS specialists are experts in solutions architecture, web and mobile application development, aerial image capture and processing, pixel

classification and feature extraction, spatial analysis and modeling, community engagement and data sharing, advanced field data collection methods, and expert cartography. Our geospatial skills are informed by the extensive scientific and regulatory subject matter expertise present within LSA's other professional disciplines, enabling LSA's GIS team to produce the specialized datasets, analyses, maps, and applications required to plan projects, make decisions, and comply with State and federal regulatory requirements.



Biological Resources

LSA provides a full range of biological services, including special-status species surveys, biological assessments, and mitigation plans for listed plants and animals; wetland assessments, wetland delineations, regulatory permits, and wetland mitigation; riparian revegetation/restoration; biological resource sections of CEQA documents; tree surveys and arborist reports; botanical surveys for special-status plants and vegetation mapping; wildlife surveys for special-status species, habitat assessments and modeling, and mitigation plans; and GIS mapping. LSA also maintains a number of Section 10 permits for scientific research on various listed species that must be handled during sampling or monitoring. In addition, staff biologists maintain California scientific collector permits to conduct monitoring and sampling work. We regularly conduct construction monitoring and interact with contractors to ensure compliance with regulatory agency permit conditions and CEQA mitigation measures.



Cultural and Historic Resources

We help navigate the full spectrum of federal, State, and local environmental review requirements governing the management and preservation of cultural resources. LSA's Cultural Resources Group is made up of a diverse and highly qualified core group of archaeologists, tribal consultants, and historic preservation specialists with extensive experience in the management of cultural resources throughout California. LSA assists its clients with compliance on projects dealing with CEQA, NEPA, the National Historic Preservation Act, California Register of Historical Resources documentation and nominations, and preparation of Historic American Building Survey documentation. Our team of specialists addresses regulatory requirements pertaining to archaeology, architectural history, local and regional history, cultural landscapes, Native American consultation, and traditional cultural properties. Additionally, LSA supports public agency staff in meeting their tribal consultation requirements under Assembly Bill 52 and SB 18 and engages in Section 106 Native American consultation with many Native American groups in California.



Paleontological Resources

Paleontological resources (i.e., fossils) include the preserved remains or other evidence of past life and are protected by various federal, State, and local regulations and requirements. LSA has provided professional paleontologists for projects throughout the western United States since 1979, and the firm supports its knowledge of the regulatory framework with region-specific expertise, professional certifications, and fully appointed laboratory facilities. LSA understands that only projects involving activities or disturbance of native sediments will require paleontological resource management work.

7. Rate Sheet

Upon receipt of a task order for a specific project or services, LSA will provide a cost estimate in the form of a spreadsheet that details tasks by assigned personnel (hours/rate). 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 A: LSA Hourly Billing Rates, Effective May 2024

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$190–400
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$150–250
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	\$130–235
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	\$100–165
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	\$85–130
Field Services							
Senior Field Crew/Field Crew							\$85–120
Office Services							
Graphics							\$125–150
Office/Project Assistant							\$100–140
Research Assistant/Intern							\$75–100
Word Processing/Technical Editing							\$105–135

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 B: 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		

Direct costs shall be reimbursed at cost plus 10 percent.

8. Other Information

Experience with CEQA Streamlining

LSA has extensive experience in the use of recent exemptions permitted by the State, particularly those aimed at streamlining CEQA compliance. As part of our professional practice, LSA regularly works with our clients to help identify appropriate CEQA streamlining options. We understand it is extremely important to clearly document a project's compliance with both the exceptions to exemptions in *State CEQA Guidelines* Section 15300.2, and with the requirements found in the section of the *State CEQA Guidelines* pertaining to the relevant exemption. In some cases, exempt projects can be high profile and garner significant public interest. In such cases, having a well-documented exemption process is in the best interest of the Lead Agency. Through our years of experience navigating the ever-changing CEQA/NEPA and permitting processes, LSA has refined our methods for streamlining CEQA processes on behalf of our local agency clients that allow us to meet project objectives and deadlines and still deliver quality projects to the client.



Preparing Detailed Documents



For each project LSA works with the lead agency and the applicant to develop a work program that provides for robust environmental review of the project while using existing background information and previous technical analyses, to the extent feasible, supplemented by additional analyses to be completed by the LSA Team in accordance with City environmental review protocols. Our work program will ensure that our document and analyses are **concise, supported by technical studies, and adaptable** to evolving tiering needs.

We ensure that our documents are concise and easy to understand by the public and decision-makers. To do so we have **in-house experts** who are adept at translating technical studies; a **document management policy**, which ensures a principal level planner will always review the work; and an editorial staff that is technically proficient. We will make sure that our documents are informative. Our technical studies and analyses are **legally defensible** and supported by information to allow the public and decision markets to make informed *decisions*. LSA also works to compile documents that facilitate streamlining opportunities for future project approvals.

We ensure that our staff always keeps up to date with industry standards, and we employ the following key strategies to ensure that our documents are adequate and provide the important details.

- We regularly work with land use and environmental attorneys who provide us with guidance on most recent case law and how to incorporate it into our CEQA documents.
- We prepare our documents with the lead agency's legal needs in mind.

- We ensure that our environmental planning teams are up to date with CEQA knowledge by supporting their participation in industry trainings.
- We take the pulse of the community and ensure that community needs are reflected in our approaches to environmental clearance.

Quality Control/Quality Assurance

LSA maintains a high quality of work throughout the life of a project. We implement the strategies outlined below from project initiation to project closure:

- Include Principal review of all work performed prior to submittal to the client. Principal review ensures that LSA's study methodology, analysis, and conclusions are sound and that quality standards are met.
- Ensure that applicable agency standards, policies, and procedures are understood and adhered to by all project team members.
- Ensure all documents are reviewed by LSA's Document Management department prior to external release. Document Management staff provide a third-party review, consisting of conformity to client requirements, readability/clarity, and overall document presentation.
- Review project status with the client at regular project intervals to ensure implementation of the original scope of work and harmonious functioning of all team members. Identify any potential conflicts with schedule or budget due to potential changes in scope or client direction.
- Review performance with the client on a regular basis to make any adjustments required for successful project completion and to determine improvements for future projects.

Working with Public Agencies

LSA has prepared numerous documents to satisfy the requirements of specific agencies such as the United States Department of Housing and Urban Development, the United States Army Corps of Engineers, United States Fish and Wildlife Service, the FHWA, Caltrans, the California Department of Fish and Wildlife, and the Regional Water Quality Control Board. This expertise includes coordination with local, State, federal, and other governmental agencies preparing and processing environmental documents and technical studies, managing public participation programs, issuing necessary legal notices, and incorporating each document into the relevant planning process.

9. Legal Documents

Appendix B - Indemnification and Insurance Requirements

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION
AND INSURANCE REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS FOR ON-CALL ENVIRONMENTAL REVIEW
SERVICES PURSUANT TO CEQA**

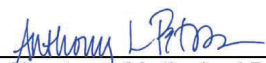
BID FILE NO. 12501022

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, CEO

Type or Print Name of Authorized Person

Appendix C - Local Preference Certification

Respondent's Name: LSA Associates, Inc.

(Submit with Proposal, if applicable)

CERTIFICATION FOR LOCAL PREFERENCE

**Project Name: REQUEST FOR QUALIFICATIONS FOR ON-CALL
ENVIRONMENTAL REVIEW SERVICES PURSUANT TO CEQA**

BID FILE NO. 12501022

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 Ave., 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.



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

January 16, 2025

Nadia Salinas
Project Manager
Planning & Development Department
City of Fresno
2600 Fresno Street
Fresno, CA 93721

Subject: RFQ #12501022 - Consultant Services to Provide On Call Environmental Services
Pursuant to CEQA

Dear Ms. Salinas:

Thank you for the opportunity to provide additional information to further support our On-Call CEQA statement of qualifications in response to the City of Fresno's RFQ #12501022.

We are committed to implementing the characteristics of LSA's approach as discussed briefly in our Statement of Qualifications (SOQ) for every project we undertake. We often hear from our clients that these are the aspects of our approach that they appreciate most and that set us apart from other environmental planning consultants.

Once we are tasked with reviewing a project and/or conducting environmental review for a particular project, we will initiate the effort by gathering as much initial information as we can about the project from City staff, the project application, a site visit, and the project architect or engineer. We will then prepare a detailed scope of work, a schedule, and a budget for the appropriate CEQA or NEPA document, which will be determined in consultation with City staff. The cost and time required to complete these tasks can vary depending on the project circumstances and the complexity of the required review.

Attached is a table that lists the various environmental documents that the City has identified possibly needing assistance to prepare. For each environmental document, LSA has provided a list of deliverables, a general listing of LSA staff required, an estimated cost range, and estimated timeframe. Given that the requirements for each environmental document is highly variable because of project-specific needs and complexity, providing detailed cost estimates for each environmental document is not possible at this time. LSA's Billing Rates are attached and provide a breakdown by LSA job classification.

We appreciate the opportunity to provide this information to you and we look forward to working with you on various projects. Please feel free to contact me at (559) 490-1212 or kyle.simpson@lsa.net if you have any questions and/or require additional information.

Sincerely,

LSA Associates, Inc.

A handwritten signature in blue ink, appearing to read 'Kgh Sy', is positioned above the printed name and title.

Kyle Simpson
Principal

Attachments:

- Table A: Environmental Documents
- Hourly Billing Rates Effective December 2024

Table A: Environmental Documents

Document/Deliverables	Required Staff	Estimated Cost	Estimated Timeframe
Categorical Exemption			
A Categorical Exemption is usually supported by a memorandum that justifies why the project would be eligible to be exempt from CEQA. Depending on the project components and the exemption class to be used, technical studies to address Air Quality, Greenhouse Gases (GHG), Biological Resources, Cultural Resources, and Noise may be required. Additional technical staff would be required to prepare the project-specific technical studies, but are not listed in the required staff below.			
- Draft Categorical Exemption Memorandum - Final Categorical Exemption Memorandum	- Principal - Project Manager	\$1,800 - \$25,000	1 week - 6 months
Notice of Exemption			
A stand-alone Notice of Exemption (NOE) without a supporting memorandum or technical studies requires completing a form.			
- Draft NOE - Final NOE	- Principal - Project Manager	\$300 - \$1,200	1 week
Notice of Preparation			
A Notice of Preparation (NOP) is prepared when a project requires an Environmental Impact Report (EIR). The NOP includes a Project Description with graphics that depict the project. Usually, at least two drafts are provided to the City prior to publication. LSA is typically responsible for submitting the NOP to the State Clearinghouse for distribution.			
- Draft NOP - Final NOP	- Principal - Project Manager - Environmental Planner	\$2,000 - \$3,500	2 weeks - 1 month
Initial Study			
An Initial Study (IS) would provide responses to the CEQA Appendix G Checklist and would support the use of a Negative Declaration, Mitigated Negative Declaration, or a focused EIR. An Initial Study may also require technical studies. Additional technical staff would be required to prepare the project-specific technical studies but are not listed in the required staff below.			
- Administrative Draft IS - Screencheck Draft IS - Public Review Draft IS - Draft Response to Comments Memorandum - Final Response to Comments Memorandum - Hearing Attendance	- Principal - Project Manager - Environmental Planner	\$10,000 - \$75,000	6 - 9 months
Negative Declaration			
After an Initial Study has been completed and responses to the CEQA Appendix G Checklist have determined that mitigation measures are not required to reduce potential environmental impacts, LSA would prepare a written statement that an EIR is not required because a project will not have a significant adverse impact on the environment.			
- Draft Negative Declaration - Final Negative Declaration	- Principal - Project Manager	\$1,000 - \$3,000	1 week after completion of the Initial Study

Mitigated Negative Declaration			
After an Initial Study has been completed and responses to the CEQA Appendix G Checklist have determined that mitigation measures are required to reduce potential environmental impacts, LSA would prepare a written statement that an EIR is not required because a project will not have a significant adverse impact on the environment.			
- Draft Mitigated Negative Declaration - Final Mitigated Negative Declaration	- Principal - Project Manager	\$1,000 - \$4,000	1 week after completion of the Initial Study
Addendum			
An addendum evaluates a change in a project that already has an adopted or certified CEQA document. In order to make the determination that no new impacts would occur as a result of the proposed changes to the project, technical studies are typically required. Additional staff not listed below would be required to prepare project-specific technical studies.			
- Draft Project Description - Technical Studies - Administrative Draft Addendum - Screencheck Draft Addendum - Public Review Draft Addendum - Hearing Attendance	- Principal - Project Manager - Environmental Planner	\$25,000 - \$100,000	2 months - 12 months
Environmental Impact Report			
An EIR could include several technical studies and multiple drafts for City staff to review. LSA typically includes attendance at hearings, preparation of required forms, Statements of Findings, and other deliverables as part of LSA's scope of work. Typically, technical analyses are required for Air Quality, Greenhouse Gases, Biological Resources, Cultural Resources, Noise and Vibration, and Transportation/Vehicle Miles Traveled (VMT). A Notice of Determination (NOD) accompanies the EIR once the document has gone through public and agency review and been finalized and approved.			
- Draft Project Description - Technical Studies - Administrative Draft EIR - Screencheck Draft EIR - Public Review Draft EIR - Administrative Draft Response to Comments Document/Final EIR - Screencheck Draft Response to Comments Document/Final EIR - Public Review Response to Comments Document/Final EIR - Findings of Fact/Statement of Overriding Considerations - Hearing Attendance - Notice of Determination	- Principal - Project Manager - Environmental Planner - Air Quality/GHG staff - Cultural Resources staff - Biological Resources staff - Noise and Vibration staff - Transportation/VMT staff	\$150,000 - \$500,000	10 - 18 months
Environmental Assessments and Related Technical Studies			
Similar to an Initial Study, as described above, an EA with related technical studies would require completion of the CEQA Appendix G Checklist. Typically, technical analyses are required for Air Quality, Greenhouse Gases, Biological Resources, Cultural Resources, Noise and Vibration, and Transportation/VMT.			
- Administrative Draft EA - Screencheck Draft EA - Public Review Draft EA - Draft Response to Comments Memorandum - Final Response to Comments Memorandum - Hearing Attendance	- Principal - Project Manager - Environmental Planner - Air Quality/GHG staff - Cultural Resources staff - Biological Resources staff - Noise and Vibration staff - Transportation/VMT staff	\$10,000 - \$75,000	6 - 9 months



Notice of Completion			
A Notice of Completion (NOC) is required for submittal of a document to the State Clearinghouse. This form provides a summary of the project and identifies State departments that should review the submitted document.			
- Draft NOC form - Submittal of NOC form to State Clearinghouse	- Principal - Project Manager	\$450	1 week

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HOURLY BILLING RATES EFFECTIVE DECEMBER 2024

Job Classification						Hourly Rate Range ^{1,2}
Environmental Planning	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	\$245–\$315
Associate	Associate	Associate	Associate	Associate	Associate	\$170–\$260
Senior Planner	Senior Transportation Planner/Engineer	Senior Air Quality/ Noise Specialist/ Noise Engineer	Senior Archaeologist/ Architectural Historian/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	\$110–\$240
Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	GIS Specialist	\$110–\$165
Assistant Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Field Archaeologist/ Paleontologist	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	\$95–\$175
Office Services						
Marketing						\$0–\$185
Office Assistant						\$110–\$145
Project Accountant						\$110–\$135
Document Management/Technical Editing/Graphics						\$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 December 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA 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	GPS Unit	\$75.00 per day
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

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

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**UNANIMOUS WRITTEN CONSENT
TO ACTION WITHOUT A MEETING
OF THE BOARD OF DIRECTORS OF**

LSA ASSOCIATES, INC.
a California Corporation

The undersigned, being all of the members of the Board of Directors (the “Board”) of LSA Associates, Inc., a California corporation (the “Corporation”) who would be entitled to notice of a special meeting of the Board for the purpose of taking the actions and adopting the resolutions set forth below, do hereby waive such notice, take the following actions, adopt the following resolutions by unanimous written consent to action without a meeting pursuant to Section 307 of the Corporations Code of the State of California, and direct that this consent be filed with the minutes of the Corporation:

SIGNING AUTHORITY

WHEREAS, the Board condoned the passing of Mike Trotta (Chief Executive Officer) on December 4, 2022;

WHEREAS, the Board is authorized, pursuant to the Bylaws of the Corporation, to elect or appoint officers, assistant officers and agents of the Corporation and to expressly delegate to said officers or agents such duties and authority as the Board shall deem necessary and as the needs of the Corporation may require including, without limitation, specific signatory rights on behalf of the Corporation;

WHEREAS, pursuant to the Bylaws of the Corporation, the Board previously elected the following officers and agents of the Corporation effective December 9, 2022:

Anthony Petros	Chief Executive Officer
Amy Fischer	President and Chief Operating Officer
Justin Cary	Chief Financial Officer
Theresa Wallace	Secretary;

WHEREAS, pursuant to the Bylaws the Board previously granted to the foregoing officers of the Corporation certain rights and powers of signatory, including the right to make, execute, sign, acknowledge, file and deliver contracts for the performance of professional services provided by the Corporation; and

WHEREAS, pursuant to the Bylaws the Board desires to grant to certain of the foregoing officers of the Corporation and Ms. Michele Douglas, Mr. Blake Selna. and Mr. Ambarish Mukherjee, as agents of the Corporation, certain rights and powers of signatory, including the right

to make, execute, sign, acknowledge, file and deliver documents of finance and credit of the Corporation.

AUTHORIZING RESOLUTIONS

NOW, THEREFORE, BE IT RESOLVED, Anthony Petros, Amy Fischer, Justin Cary and Theresa Wallace or any one of them acting alone, are authorized to sign on behalf of the Corporation contracts for the performance of professional services provided by this Corporation. The signature of any one of said officers upon any such contracts shall be binding upon this Corporation; provided, however, that any contract involving professional services valued at more than \$250,000 shall also be signed by the Chief Executive Officer (Anthony Petros) or the President (Amy Fischer) or the Chief Financial Officer (Justin Cary) in addition to one other authorized signer. No other persons are authorized to sign contracts for the performance of professional services.

RESOLVED, Justin Cary, Ms. Michele Douglas, Mr. Blake Selna, Mr. Ambarish Mukherjee, and Theresa Wallace or any one of them acting alone, are authorized to sign on behalf of the Corporation documents of finance and credit of this Corporation. The signature of any of said officers or agents upon any such document shall be binding upon this Corporation; provided, however, that any secured or unsecured debt or obligation valued at more than \$250,000 shall also be signed by the Chief Executive Officer (Anthony Petros) or the President (Amy Fischer) or the Chief Financial Officer (Justin Cary) in addition to one other authorized signer. No other persons are authorized to sign documents of finance and credit of this Corporation.

RESOLVED, Anthony Petros, Amy Fischer, Ms. Michele Douglas, Blake Selna, and Mr. Ambarish Mukherjee, or any one of them acting alone, are authorized to sign on behalf of the Corporation documents of payment (e.g., checks) of this Corporation of \$250,000 or less to any approved payee of the Corporation; provided, however, that any document of payment to any payee of the Corporation of greater than \$250,000 shall also be signed by the Chief Executive Officer or the Chief Operating Officer in addition to one other authorized signer. No other persons are authorized to sign documents of payment of this Corporation.

RESOLVED, that all acts and deeds heretofore done or action taken by the Chief Executive Officer, President, Executive Vice President, Chief Financial Officer or Secretary of the Corporation for and on behalf of the Corporation, in entering into, executing, acknowledging or attesting to any arrangements, agreements, instruments or documents which carry out the terms and intentions of any of the foregoing resolutions are hereby in all respects ratified, approved and confirmed; and it is further

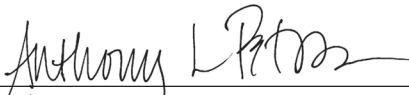
RESOLVED, that this Unanimous Written Consent may be signed in any number of counterparts, each of which (including any facsimile or "PDF" copies) shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and that such counterparts (including any facsimile or "PDF" copies) shall together constitute but one and the same instrument; and

RESOLVED, that the fully executed copy of this Unanimous Written Consent shall be delivered to the Secretary of the Corporation for inclusion in the minutes of the proceedings of the Board.

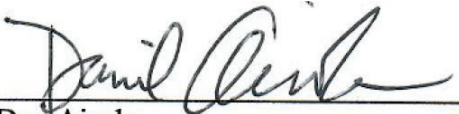
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IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting as of December 9, 2022.

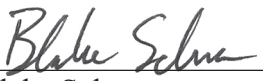
BOARD:



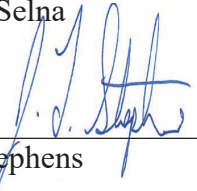
Anthony Petros



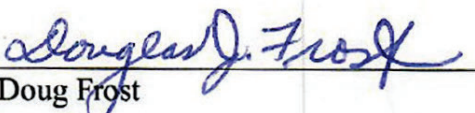
Dan Airola



Blake Selna



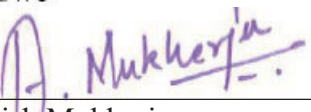
J.T. Stephens



Doug Frost



Ken Howe



Ambarish Mukherjee