

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

THIS AGREEMENT is made and entered into effect on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and FirstCarbon Solutions, Incorporated (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional environmental planning and consulting services for the Southeast Development Area Specific Plan (Project); and

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

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

WHEREAS, this Agreement will be administered for the City by its Planning and 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. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through December 31, 2022, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$625,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.
 - (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has

not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

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

4. Termination, Remedies and Force Majeure.

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

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in

a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

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

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

This section shall survive termination or expiration of this Agreement.

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

responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

- (c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
- (d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. The Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City’s execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et.

seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.

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

- (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

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

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

- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its

officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.

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

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

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

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

16. Assignment.

(a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the

Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

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


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

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.

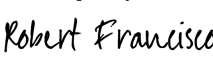
[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

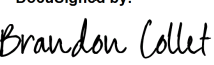
CITY OF FRESNO,
a California municipal corporation

DocuSigned by:

By: _____ 11/5/2020
7408A2009E1A4DF...
Jennifer K. Clark AICP,
Director

FirstCarbon Solutions,
Incorporated


DocuSigned by:

By: _____ 11/4/2020
C45D1B00B12341A...
Name: Robert Francisco

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney's Office

DocuSigned by:

By: _____ 11/5/2020
1CFC3444CAA64DB...
Brandon M. Collet
Senior Deputy City Attorney

Title: President

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

DocuSigned by:

By: _____ 11/5/2020
B3AC3BF243664D8...
Name: Patrick Schultz

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy

Title: Chief operating officer

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

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

Addresses:

CITY:
City of Fresno
Attention: Summer Cecil,
Project Manager
2600 Fresno Street, Room 3065
Fresno, CA 93721
Phone: (559) 621-8166
Email: summer.cecil@fresno.gov

CONSULTANT:
FirstCarbon Solutions
Attention: Philip Ault,
Project Manager
7726 North First Street, Suite 413
Fresno, CA 93720
Phone: (559) 930-6191
Email: pault@fcs-intl.com

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno (City)
and FirstCarbon Solutions (Consultant)
Southeast Development Area Specific Plan**

Scope of service detailed within Attachment A.

SCHEDULE OF FEES AND EXPENSES

Total Contract Amount: **\$625,000**

Consultant Proposal (Attachment A): \$590,086

Contingency*: \$34,914

*Contingency to be used after proper written notice to and with agreement of Planning and Development Director, or designee.

EXHIBIT B

INSURANCE REQUIREMENTS **Consultant Service Agreement between City of Fresno (City)** **and FirstCarbon Solutions (Consultant)** Southeast Development Area Specific Plan

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents, and volunteers; or
- (ii) The Consultant shall provide a financial guarantee, satisfactory to the City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

- 1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. The Consultant shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and

CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

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

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

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least five 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 years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days' written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under

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

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

The fact that insurance is obtained by 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.

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

VERIFICATION OF COVERAGE

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

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
Southeast Development Area Specific Plan

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

Explanation: _____

Additional page(s) attached.

<small>DocuSigned by:</small> <i>Robert Francisco</i>	<small>DocuSigned by:</small> <i>Patrick Schultz</i>
<small>C45D1B00B12941A...</small>	<small>B3AC3BF243884D3...</small>
Signature	
11/4/2020	11/6/2020
Date	
Robert Francisco	Patrick Schultz
(Name)	
FCS International, Inc	
(Company)	
250 Commerce Ste 250	
(Address)	
Irvine, CA	
(City, State Zip)	

ATTACHMENT A

PROJECT UNDERSTANDING—FRESNO SOUTHEAST DEVELOPMENT AREA SPECIFIC PLAN

Project Summary

The City of Fresno has completed an administrative draft of a Specific Plan for the Southeast Development Area (SEDA) which embodies a unique approach to planning in Fresno. Completion of the plan will require updates for new greenhouse gas emission reduction targets, the conversion from LOS to VMT, updated water conservation measures, completion of infrastructure assessment, fiscal nexus study and a Program Environmental Impact Report (EIR). At its conclusion implementation of the Specific Plan will increase density and accelerate housing production and redevelopment projects throughout the Specific Plan area. The plan includes a commitment to sound public finance and fiscal accountability, a vision for complete neighborhoods and communities, and environmental responsibility at all levels.

The Plan is based upon a hierarchy of walkable mixed-use centers supported by a multi-modal transportation network. Centers which serve as commercial and civic focal points are designed to include a mix and intensity of uses and a diversity of housing types. The range of housing products integrated throughout the community offers flexibility in meeting the evolving needs of households in the region. Although Fresno's average housing costs are less than half those of the Bay Area and Southern California, its production has not kept up with demand. Providing lower cost housing in the center of the state will make Fresno a prime location for achieving the State's housing production goals.

The number of dwelling units and densities contemplated for the specific plan area are: a total of approximately 45,000 units broken down into six housing districts: Regional Center with 3,500 units at 30-100 du/acre; Community Center with 5,500 units at 25-80 du/acre; Neighborhood Center with 3,200 units at 15-40 du/acre; Mixed Residential with 15,100 units at 8-60 du/acre; Neighborhood Residential with 16,800 units at 6-30 du/acre; and Rural Cluster with 100 units at 0.1-0.5 du/acre as an agricultural buffer zone. The Plan proposes to reduce annual household costs from transportation and utilities by 57% thereby increasing affordability for renters and homeowners.

In addition, the Plan proposes to reduce VMT by 57%, to reduce GHG emissions from cars and buildings by 60%, to reduce air pollution from cars and trucks by 83%, and to reduce water use by 59%.

The City proposes to prepare a Program EIR per CEQA Guidelines Section 15168. The proposed EIR will include a detailed programmatic evaluation of activities to be carried out through the Specific Plan and will allow the City to incorporate feasible mitigation measures including a streamlining checklist to evaluate site specific operations within the scope of the program EIR. This use of streamlining will fast-track the production of much-needed housing for the City and the region.

Finally, since the Program EIR is for a Specific Plan, future development will also utilize an expanded exemption under Government Code Section 65457 that will apply to certain residential, commercial, and mixed-use projects that are consistent with a specific plan adopted pursuant to Government Code, Article

8, Chapter 3 and would be exempt from CEQA. This new exemption is outlined in the final text of Section 15182 of the CEQA Guidelines.

The following Scopes of Work have been prepared to address these needs identified by the City.

SCOPE OF WORK

Task 1: Infrastructure Finance Plan, Nexus Study, and Fiscal Review (EPS)

Economic & Planning Systems, Inc. (EPS) will prepare an Infrastructure Finance Plan and Nexus Study for the SEDA Specific Plan on behalf of the City of Fresno. New greenfield residential and nonresidential development in the SEDA Specific Plan will require a variety of private and public infrastructure and public facility improvements. The overall approach to formulate an Infrastructure Finance Plan (IFP) to fund these improvements in a manner consistent with the requirements of the State of California's (State) planning and environmental review statuses and City objectives will include:

- Specifying backbone infrastructure and other public facilities to be constructed or acquired in association with development of the proposed specific plan.
- Identifying the estimated costs and phasing requirements for required backbone infrastructure and other public facilities.
- Establishing the policy framework for determining financing mechanisms required to fund backbone infrastructure and other public facilities.
- Identifying funding mechanisms, both existing and new, to fund required backbone infrastructure and other public facilities in a timely manner.
- Identifying and providing estimated maintenance funding sources for certain backbone infrastructure and other public facilities.
- Examining the impact of existing and new infrastructure cost burdens on development feasibility and evaluating various funding mechanisms (e.g., plan area fee, land-secured bonding capacity).

Task 1.1: Prepare Infrastructure Finance Plan and Nexus Study

Subtask 1.1.1: Project Initiation, Data Collection, and Report Review

EPS will meet with the City and the Project Team for an initial Project kickoff to finalize the scope of services, project schedule, and expected work products. EPS will collect and review key documents, including existing fee program nexus studies, the City General Plan, and other preliminary SEDA Specific Plan documents, including the Southeast Growth Area Specific Plan Environmental Review Draft, existing conditions analyses, and other background documents. This initial scoping, data gathering, and discussion will focus subsequent technical efforts.

Subtask 1.1.2: Prepare Infrastructure Evaluation

EPS will rely on Project engineers and City staff to identify infrastructure and public facility requirements and costs for the Project, including new facilities needed to serve new growth on greenfield land. The

City and Project engineers will provide EPS with the infrastructure and public facilities to be evaluated for purposes of the IFP, which are preliminarily anticipated to include (but are not limited to) the following categories:

- Roadway improvements.
- Drainage improvements.
- Water and sewer facilities/improvements.
- Recycled water facilities/improvements.

Using City- provided level of service standards and estimated construction costs, EPS will work with the City to estimate the required facilities for the following categories:

- Fire and police facilities.
- Park and community center improvements.
- Any other public facility improvements required by the Project.

EPS will also work with the City to establish any land acquisition costs associated with the identified backbone infrastructure and public facilities.

Once obtained, EPS will assemble this information into an infrastructure and public facility cost schedule suitable for analytical purposes. The IFP will include improvement costs for buildout of the SEDA Specific Plan. The Project Team and the City should evaluate if the IFP should include an analysis of Phase 1 or other potential subphases, which may require additional budget. These improvement costs will be documented in a spreadsheet-based format, allowing aggregation of cost estimates by type of improvement for structuring the financing analysis.

Subtask 1.1.3: Prepare Infrastructure Cost Analysis and Funding Matrix

EPS will prepare a matrix identifying the relationship between the infrastructure costs required for SEDA Specific Plan growth, identified in Subtask 1.2, and the various existing funding sources. EPS understands that none of the existing City development fees will apply to this area. EPS will estimate available funding from other sources such as existing County of Fresno (County), and school district development impact fees; any planned general obligation and revenue bond issues; local, state, and federal grant funding opportunities, and dedication (i.e., private developer funding) requirements. This review will take into consideration any specific financing constraints or requirements.

Work completed in this subtask will result in an inventory of plan area related infrastructure costs that are not funded by existing funding mechanisms and for which potential funding mechanisms (e.g. grant funding sources) are not anticipated. These net costs will provide the basis for development of a Plan Area-Specific impact fees financing mechanism.

Subtask 1.1.4: Allocate Improvement Costs

EPS, with the assistance of Project engineers and City staff, will develop a strategy for allocating net improvement costs among the various benefitting land uses in (or beyond) the SEDA Specific Plan; such beneficiaries may include SEDA Specific Plan residential and nonresidential growth and nearby areas of the City. EPS will make cost allocations by land use category on the basis of industry-standard measures of demand for, or benefit from, the different types of improvements. For example, road costs typically are allocated using trip generation factors.

Subtask 1.1.5: Analyze Cost Burdens and Financial Feasibility of the Project

Based on the development projections for SEDA Specific Plan buildout, the Financing Plan will evaluate the impact of infrastructure cost burdens on the overall financial feasibility of the private real estate development components of the Project, as well as any proposed financing mechanisms subject to basic municipal financing requirements (e.g., value-to-lien ratio). The analysis will be based on estimates of finished real estate values for private development. In the event that initial cost allocations appear infeasible based on industry standards, alternative allocations and other measures (e.g., cost reductions, phasing) will be evaluated.

Subtask 1.1.6: Evaluate Financing Mechanisms

EPS will identify and evaluate a variety of other funding and financing mechanisms that would be appropriate to fund the net improvement costs and/or defray up-front or advance-funding costs associated with these facilities. These sources and mechanisms may include, but are not limited to, the following tools:

- Area-specific development fees.
- Special assessments and taxes.
- Private contributions and exactions.
- Tax increment financing mechanisms (e.g., Enhanced Infrastructure Finance District or Community Revitalization and Investment Authority).
- Statewide Community Infrastructure Program (SCIP) financing.
- Bond Opportunities for Land Development (BOLD) financing.

Subtask 1.1.7: Formulate a Financing Strategy

The steps outlined above will be used to prepare a financing strategy that shows the implementation steps required to use existing and potentially new funding sources. The financing strategy will provide the technical foundation to create a new proposed Plan-Area Specific financing mechanism. The financing strategy will specify the financial responsibilities of the public and private participants in development of the Project. EPS will review and, as appropriate, ensure consistency, with previous financing plans prepared for the City. The financing strategy will be circulated to City staff and Project participants to ensure their understanding and to obtain their comments and suggestions.

Subtask 1.1.8: Prepare Nexus Findings

EPS will prepare the statutorily required nexus findings supporting implementation of a plan-area fee program. Consistent with Government Code Section 66000 et seq., the “Mitigation Fee Act,” EPS will establish the following findings for each facility funded by plan-area fee revenues:

- Identify the purpose of the fees.
- Identify the use of the fees. If the use is financing public facilities, the facilities must be identified.
- Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed.
- Determine how there is a reasonable relationship between the need for a public facility and the type of development project on which the fee is being imposed.
- Establish a reasonable relationship between the amount of fees and the cost of or portion of the facility attributed to development on which the fee is imposed.

Subtask 1.1.9: Prepare Draft Financing Plan and Nexus Study

EPS will prepare a draft of the IFP document, incorporating the technical analysis and narrative describing the proposed Project and Project land uses, infrastructure and public facility requirements, funding sources, financial feasibility findings, the Project financing strategy, maintenance funding sources, nexus findings, and a detailed description of financing strategy implementation and administration. The IFP will identify the land uses and required backbone infrastructure and public facilities for buildout of the SEDA Specific Plan.

EPS will complete an Administrative Draft IFP for review by the City. After making any revisions required to the Administrative Draft IFP based on a single set of consolidated comments provided by the City, EPS will complete a Public Review Draft IFP for Stakeholder review. After making revisions to the Public Review Draft IFP based on Stakeholder review (based on a single set of consolidated comment with City concurrence), EPS will complete a Hearing Report to be submitted to the City Council for approval. EPS will be available to attend one public hearing regarding the IFP.

Subtask 1.1.10: Project Meetings and Public Outreach Process

The success of the SEDA Specific Plan Area Fee Program update depends on the involvement and collaboration of the City and stakeholders. To ensure the outcome of the SEDA Specific Plan Area Fee Program reflects the community values and input, EPS proposes a transparent approach with the City and stakeholders. This proposed approach is based on previous successful projects completed by EPS. The proposed Project and stakeholder meetings are described below.

In addition to one initial Project kickoff meeting with the City, EPS will hold up to 4 meetings/ conference calls with appropriate City and Project Team staff to discuss Project progress. In addition, EPS will coordinate a series of stakeholder meetings with the City, BIA, and other development groups to discuss the implications of the SEDA Specific Plan Area Fee Program.

At a minimum, EPS recommends the following 4 project meetings, in addition to the Project kickoff meeting discussed in **Subtask 1.1 (Project Meeting #1)**, to discuss project updates and milestones:

- **Project Meeting #2:** Assumptions Review and Public Outreach Refinement. EPS will meet with relevant City staff to discuss the Land Use and other assumptions, and further refine the “Stakeholder Meeting” process, specifically as it pertains to the coordination of stakeholder outreach efforts.
- **Project Meeting #3:** Administrative Draft Nexus Study Review. EPS and City staff will coordinate a conference call or meeting to discuss City comments and edits regarding the Administrative Draft Financing Plan and Nexus Study Report.
- **Project Meeting #4:** Public Review Draft Nexus Study Review. EPS and City staff will coordinate a conference call or meeting to discuss stakeholder comments and edits regarding the Public Review Draft Nexus Study Report.
- **Additional Project Meetings.** As special issues arise related to development of the SEDA Specific Plan Area Fee Program, additional project meetings may be warranted. EPS will attend up to 1 additional project meeting to accommodate this possibility.
- **Project Meeting #5:** City Council Meeting. EPS will prepare a presentation for the City Council to discuss the findings of the Hearing Report Draft Nexus Study.

The proposed targeted stakeholder meetings includes updates at critical milestones and the use of stakeholder input.

EPS has scoped up to 4 “Stakeholder Meetings”, assuming the use of materials generated from other project subtasks. EPS has scoped 3 stakeholder meetings at key junctures: one to discuss key growth forecasts, land use, and facility cost assumptions; a second to discuss the nexus analysis and proposed fee schedule; and a third to present and discuss a Public Review Draft of the report. EPS also will plan for 1 additional stakeholder meeting to accommodate special issues that may arise during the Nexus Study process.

If additional EPS attendance or presentations are requested, additional budget may be required that will be billed on a time-and-materials basis according to current billing rates.

At a minimum, EPS recommends the following stakeholder involvement:

- **Develop Stakeholder Group Database.** The City will provide a list of stakeholders for use during development of the SEDA Specific Plan Fee Program. The list may include elected officials, Building Industry Association representatives, other development groups, and other pertinent stakeholders. The City also will provide all public posting requirements as necessary such as California Environmental Quality Act (CEQA) requirements, Assembly Bill (AB) 1600 posting requirements, and public meeting requirements.
- **Stakeholder Meeting #1:** Key Assumptions: Growth Forecasts, Land Use, Facility Programming, and Cost Estimates. After Subtask 1.2 the City should hold a meeting with the stakeholder group

to share the resulting key land use and demographic assumptions used in the Nexus Study process. EPS will attend and provide appropriate materials for distribution.

- **Stakeholder Meeting #2:** Introduce and Discuss Nexus Analysis. After incorporating key assumptions and developing a nexus methodology (Subtask 1.3 through Subtask 1.8), EPS recommends a stakeholder meeting to introduce the proposed methodology and preliminary fee schedule. This meeting should be designed to encourage stakeholder comment to allow City staff to identify stakeholder concerns, address known issues, and build consensus. EPS will attend and provide appropriate materials for distribution.
- **Stakeholder Meeting #3:** Introduce and Discuss Public Review Draft Nexus Study. With City staff feedback, EPS will produce an Administrative Draft Infrastructure Financing Plan and Nexus Study for City staff. Following this review, EPS will prepare a revised Public Review Draft Infrastructure Financing Plan and Nexus Study. EPS recommends a meeting with the stakeholder group, including a review of assumptions and analysis and an introduction to the proposed Nexus Study. EPS will attend and provide appropriate materials for distribution.
- **Additional Stakeholder Meetings.** As special issues arise related to development of the SEDA Specific Plan Area Fee Program, additional stakeholder outreach or meetings may be warranted. EPS will attend up to 1 additional stakeholder meeting to accommodate this possibility.

Task 1.2: Conduct Qualitative Fiscal Review

With consideration to the Analysis of City and County Service Costs and Tax Sharing completed by EPS in June 2020, EPS will conduct a qualitative assessment of the fiscal repercussions of development of the SEDA Specific Plan. EPS will evaluate whether or not the existing targeted tax sharing parameters will remain feasible with the development of the SEDA Specific Plan or if this Project will necessitate the consideration of a different tax split. Specifically, this review will consider if there are specific circumstances that may warrant a different tax split (e.g. the land use mix, likely magnitude of service costs). If the qualitative review identifies any issues, an additional analysis to determine the desired tax sharing arrangements may be needed, which would require an expansion of scope and budget.

Task 2: Infrastructure Assessment (BCF)

Blair Church & Flynn (BCF) will prepare an Infrastructure Assessment to support the SEDA Specific Plan. To prepare the infrastructure assessment will require the following tasks.

Task 2.1: Project Initiation and Existing Conditions

Subtask 2.1.1: Kickoff Meeting

BCF will attend the kickoff meeting conducted by FirstCarbon Solutions (FCS) with the FCS team and City of Fresno staff to discuss the scope of work and schedule, clarify roles for project team members, discuss key issues, and review expectations for the process and products.

BCF will coordinate with the City and request necessary background information and documents for the analysis of existing conditions for the project area.

Subtask 2.1.2: Data Collection

BCF will contact and coordinate with the various City of Fresno departments, including the Department of Public Utilities (Water and Wastewater Divisions), as well as the Fresno Metropolitan Flood Control District (FMFCD), the Fresno Irrigation District (FID), and any other City utility departments and notify them of the SEDA Specific Plan process, timeline, and that we will be contacting them for information regarding their existing facilities. BCF will request access to their GIS information, as this is needed to incorporate all utility infrastructure into base files for the project; BCF will assume that all utility entities have existing utility information in the form of GIS information readily available. BCF will also obtain all existing documents and reports for the master planning of infrastructure within the specific plan area for each of the aforementioned departments.

During this task, BCF staff will drive through the SEDA Specific Plan area to obtain visual observations of the planned development area to better understand the scope of the project.

Subtask 2.1.3: Southeast Fresno Area Infrastructure – Existing Conditions Report

BCF will review all available information pertaining to the existing and planned infrastructure for the SEDA Specific Plan Area. Infrastructure, for the purposes of this scope of work includes wet utilities (domestic and recycled water, wastewater, and stormwater). The information sources that will be reviewed will include existing studies, capacities, reports, maps, utility information, current wastewater flows, water consumption, rainfall runoff rates, irrigation water demand, recycled water demand and the following information sources:

- Planning Agencies
 - City of Fresno Department of Public Utilities
 - City of Fresno Water Division
 - City of Fresno Wastewater Management Division
 - Fresno Metropolitan Flood Control District (FMFCD)
 - Fresno Irrigation District (FID)
- Planning Documents
 - City of Fresno 2015 Urban Water Management Plan
 - City of Fresno USBR Water Management Plan
 - Kings Basin Integrated Regional Water Management Plan
 - City of Fresno Drinking Water Infrastructure Renewal and Replacement Plan
 - City of Fresno Recycled Water Master Plan
 - City of Fresno Sewer System Management Plan
 - City of Fresno Wastewater Collection System Master Plan
 - FMFCD District Services Plan and Storm Drainage Master Plan
 - FID Water Management Plan & Master Plan

- City of Fresno General Plan
- State Regulations/Policies
 - California State Water Resources Control Board Waste Discharge Requirements
 - California Code of Regulations Title 23 & Title 27
 - California State Water Resources Control Board Drinking and Recycled Water Statutes and Regulations
 - California Code of Regulations Title 17 and Title 22
 - Sustainable Groundwater Management Act (SGMA) Requirements

BCF will prepare an administrative draft technical memorandum summarizing the results of the information gathering and the existing state of the infrastructure master planning in the SEDA Specific Plan area, the existing capacities and planned improvements or expansion of the wet utilities. The administrative draft memorandum will also include a consolidated preliminary base map of the existing wet utility systems to the extent that information is available. The administrative draft memorandum will be sent to FCS for their review, comment, and submittal to the City of Fresno. Comments by FCS on the administrative draft will be addressed and revisions will be made as required.

BCF will prepare a public review draft technical memorandum which will be a revision of the administrative draft technical memorandum that addresses comments by the City of Fresno, FMFCD, FID, and other pertinent stakeholders.

Deliverables

- Southeast Fresno Area Infrastructure Existing Conditions Report

Task 2.2: Draft Specific Plan Input

Subtask 2.2.1: Alternatives Development

BCF will review up to two (2) proposed alternatives to land uses developed by FCS and provide feedback on their anticipated impacts to the planned wet utilities. Feedback includes a qualitative and quantitative evaluation of each alternative need for infrastructure and how the demands or waste streams from the alternatives compare to the General Plan PEIR.

Subtask 2.2.2: Land Use Alternatives Analysis Memorandum

BCF will prepare a technical memorandum containing a comparison table for the two (2) alternatives to the Specific Plan. The table will include qualitative analysis of the alternatives. Numeric analysis will not be provided. The table will provide a means for FCS to review the impacts of the alternative land use schema on wet infrastructure, to the extent that utility information is available.

BCF does not anticipate that hydraulic modeling or other modeling of wet utilities will be required; we expect to rely on existing studies. Modeling of wet utilities may be carried out by the City, FMFCD, or FID. We will coordinate with these agencies and provide them with demand or runoff potential

information based on the proposed land uses. We will also collect the results of their modeling information and incorporate it into the comparison table.

BCF will research all federal, state, and local requirements for water, recycled water, sewer, and storm drain utilities, and incorporate all pertinent requirements into the design considerations for the SEDA. BCF will utilize the planning documents for each utility type to size the various utilities, and rely on City of Fresno standards where the planning documents do not specify design requirements.

The memorandum will be provided to FCS for review and comment. We will discuss their comments with them and revise the memorandum accordingly. The memorandum will include up to two (2) utility base maps as necessary for the clear interpretation of the memorandum. A number of exhibits for the proposed utilities will also be drafted to accompany the memorandum.

Subtask 2.2.3: Administrative Draft Specific Plan

BCF will prepare content on the wet utility infrastructure for the preferred land use alternative. The content will not address the various alternatives, nor will it address any changes to the preferred alternative after the date on which we are authorized to prepare the content. The memorandum will be submitted to FCS for review and comment. We will discuss their comments with them and revise the memorandum accordingly. The memorandum will include up to two (2) utility base maps as necessary for the clear interpretation of the memorandum.

BCF will develop generalized cost estimates for the required improvements to infrastructure systems, including water, wastewater, recycled water, and storm drain utilities for the Preferred Land Use Alternative. Cost estimates will be conceptual in nature based on the best available information and modeling information provided by the agencies. The estimates will include the facility size, estimated quantity, the unit cost and total cost for the preferred alternative.

Deliverables

- Plan Area Draft Alternatives, Land Use Alternatives Memorandum, Draft Specific Plan for Utility Infrastructure

Task 3: Community Outreach (R+A)

Raimi + Associates (R+A) will lead community engagement activities to support the SEDA Specific Plan on behalf of the City of Fresno.

In addition to our community engagement expertise, R+A has extensive experience in comprehensive land use planning and high-quality urban design. If needed or desired by the City, R+A could support staff with plan revisions needed to address current conditions and policy changes over the last ten years to finalize the SEDA Specific Plan. An estimate of tasks and hours can be provided upon request.

Engagement may consist of the following tasks.

Task 3.1: Project Initiation

Subtask 3.1.1: Kickoff Meeting

R+A will attend the kickoff meeting conducted by First Carbon Solutions (FCS) with the FCS team and City of Fresno staff to discuss the scope of work and schedule, clarify roles for project team members, discuss key issues, and review expectations for the process and products.

Subtask 3.1.2: Review of Plan and Background Materials

R+A will coordinate with the City to request necessary background information (e.g. engagement process and materials, key contacts, Plan documents), and will review materials to get a better understanding of the SEDA Specific Plan and previous outreach conducted to date.

Deliverables

- Data Request Memo

Task 3.2: Specific Plan Unveiling and Outreach

Subtask 3.2.1: Engagement Approach and Workplan

R+A will meet with City staff and FCS to develop a comprehensive approach and workplan for engagement for the Specific Plan and EIR. The result will be a brief list of specific activities related to engagement, including tasks, responsibilities, timing, target audience, and messaging.

Deliverables

- Engagement Approach and Workplan

Subtask 3.2.2: Communications Materials (on-call)

Based on the discussion in Task 2.1, R+A will work with City staff to develop a variety of promotional and informational materials to support the engagement effort. Since the specifics will be determined during the discussion on engagement approach, the following lists potential activities that could be completed.

- Preparing website content
- Preparing flyers and meeting announcements
- Crafting press releases
- Developing informational materials about the purpose of the project and content in the plan (such as fact sheets, topic-specific summaries, etc.)
- Writing email blasts to announce the release of the plan, the virtual workshop, and the scoping meeting
- Other tasks as identified in the scoping process

R+A has budgeted up to \$5,710 for the preparation of materials. This task assumes that the City will be responsible for any translation of materials or messaging.

Deliverables

- Website content
- Flyer/Meeting Notices
- Press releases
- Social media messaging
- Email blasts

Subtask 3.2.3: Self-Directed Informational Materials/Presentations

R+A has set aside funds to work with staff to develop self-directed informational materials and/or presentations for individuals unable to attend the Unveiling Event (Task 2.4), or who prefer to educate themselves on the Plan at their leisure. This could take the form of illustrative boards/posters that summarize key elements of the Final Plan, a prerecorded webinar, or an ArcGIS StoryMap. StoryMap would combine maps with narrative text, images, and multimedia content to create a compelling webapp experience that would allow community members to virtually navigate or tour various districts within Plan Area (e.g. Mixed Use Zones, Residential Areas, Employment Zones) and learn more about the vision for each one. This task assumes that the City will provide web-ready native files for Plan maps, graphics, and GIS data, and that no updates or edits to content will be required.

An example StoryMap developed by R+A can be found at:

<https://raimi.maps.arcgis.com/apps/Cascade/index.html?appid=4dd42fdb27e4024b83d4e875394a5ce>

Deliverables

- Illustrative boards, prerecorded webinar, or StoryMap

Subtask 3.2.4: Virtual Workshop - Final Plan Unveiling and Q+A

R+A will work with FCS and the City to organize and facilitate one virtual Public Workshop to unveil the Final Plan. This is expected to be a virtual evening or weekend meeting that lasts approximately two to three hours. The workshop could include a statement by the Mayor, City councilmember, or Planning Director and an opening presentation on the history, process, and key elements of the SEDA Specific Plan, followed by an interactive Q&A session. The event could be Livestreamed on YouTube and a recording will be made available afterwards on the project website.

R+A will be responsible for the following activities:

- Developing the overall approach to the workshop
- Preparing the agenda and facilitator guide
- Providing up to 4 staff members (1 facilitator, 1 behind the scenes zoom coordinator, 1-2 small group facilitators)
- Working with City staff to identify meeting content, including a presentation, discussion questions and live polls
- Layout and design of the presentation and associated workshop materials

- Facilitating the meeting and running the “behind the scenes” tasks necessary to run a virtual meeting
- Preparing brief summary notes

City staff will be responsible for any tasks not specifically listed above including, but not limited to, the following activities:

- Providing logistical support
- Developing content for the presentations
- Presenting the information and answering questions at the virtual workshop
- Providing small group facilitators beyond the staff R+A will provide
- Providing translation of materials and simultaneous interpretation during the meeting

Deliverables

- Workshop Approach and Agenda
- Meeting materials
- Workshop Summary

Subtask 3.2.5: Comment Form/Survey

Based on the presentation at the Virtual Workshop, R+A will develop an online survey or comment form to receive feedback on the Specific Plan. R+A will draft the survey questions (based on discussions with staff), prepare the survey instrument, and then summarize the results.

Deliverables

- Compiled comments or brief summary of survey results

Task 3.3: CEQA Scoping Meeting

Subtask 3.3.1: Attendance and Support for Scoping Meeting

R+A will attend and support FCS with logistics for a public scoping meeting to hear comments on the scope of environmental issues and alternatives to be considered in the Program EIR. This task assumes that R+A’s role will be facilitating and staffing the meeting via virtual attendance. FCS will be responsible for preparing the presentation and summarizing the results.

Task 3.4: Project Management and Coordination

In addition to the tasks above, R+A’s duties will include regular coordination and support to the project team and City staff in relation to outreach activities (e.g. regular check-ins and updates, project invoicing, etc.). This task assumes twenty (20) hours of staff time.

Task 4: Environmental Impact Report

Task 4.1: Technical Studies/Analysis

Subtask 4.1.1: Air Quality, Greenhouse Gas Emissions and Energy Analysis (EIR Sections)

FCS will analyze air quality and greenhouse gas (GHG) emissions impacts associated with the implementation of the Specific Plan. FCS will estimate criteria pollutant and GHG emissions based on the projected land uses, including, but not limited to land use types, building square feet, estimated floor area ratios (FAR), trip generation estimates, and vehicle miles traveled (VMT).

All modeling and analyses contained in this analysis will be updated based on the most recently approved models and the Guidance for Assessing and Mitigating Air Quality Impacts (2015) from the San Joaquin Valley Air Pollution Control District.

FCS will provide an analysis in the EIR that evaluates consistency of the Specific Plan with the GHG Reduction Plan adopted in 2014, as well as with the GHG Reduction Plan Update currently being considered as part of the General Plan PEIR. As the 2014 GHG Reduction Plan is the only officially adopted GHG reduction strategy for the City of Fresno and is based on compliance with legislative GHG reduction targets for 2020, as supported by Assembly Bill 32, FCS will also analyze the Specific Plan for consistency with the 2017 ARB Scoping Plan, which establishes GHG reduction targets for 2030, as codified by Senate Bill 32.

FCS will also assess the potential impacts on energy conservation (CEQA Guidelines Appendix F) that could result from implementation of the Specific Plan. The Energy Analysis will consider Specific Plan polices and design requirements that may affect the energy efficiency of infrastructure and development projects that could occur under buildout of the Specific Plan.

The Air Quality, GHG Emissions, and Energy analyses will be prepared as three distinct sections within the EIR document. This scope does not include preparation of stand-alone technical reports. Supporting technical data including modeling assumptions, outputs, and calculations will be provided in an appendix to the environmental document.

Subtask 4.1.2: Biological Resources Assessment (EIR Section)

FCS will prepare a programmatic Biological Resources analysis to be included in the SEDA Specific Plan EIR. The programmatic Biological Resources section will analyze to what extent the proposed actions of the Specific Plan have the potential to impact regulated biological resources occurring within the Plan Area. Regulated biological resources include special-status species and their habitats, sensitive biological communities, water and wetland resources, and others. Therefore, FCS Biologists will research and interpret documentation and databases containing relevant information related to regulated biological resources known to occur or potentially occurring within the Planning Area. This includes Fresno-specific

previous analyses, including the Program Environmental Impact Report Public Review Draft, CDFW's California Wildlife Habitat Relationships (CWHR) system; California Natural Diversity Data Base (CNDDB); California Native Plant Society Electronic Inventory (CNPSEI), and others. General habitat and landcover mapping will be based on USDA's Region 5 CALVEG Data, and representative critical areas will be evaluated during one site visit.

Existing conditions and applicable federal, state, and local regulations will be summarized. Key implications for the SEDA Specific Plan will be identified. Additionally, the FCS will prepare a program-level impact analysis addressing potential SEDA Specific Plan-related impacts to regulated biological resources. Based on identified potential impacts, FCS will develop program-level avoidance, minimization, and mitigation measures to reduce potential project-related impacts to biological resources to a less-than-significant level. The impact analysis and mitigation measures will not be project-specific or site-specific, but rather will address potential impacts and mitigation thereof on a programmatic level, including a streamlined but adequate checklist based on Section IV. Biological Resources of the CEQA Guidelines Appendix G.

Subtask 4.1.3: Cultural, Tribal Cultural, and Paleontological Resources Analyses (EIR Sections)

FCS will review previous cultural resources evaluations, including studies conducted for the Specific Plan area under the scope of the General Plan PEIR. In order to ensure that the latest available information is incorporated into the SEDA Specific Plan Programmatic EIR, FCS will also conduct an updated a records search at the Southern San Joaquin Valley Information Center (SSJVIC) located at California State University, Bakersfield for all recorded cultural resources located within the boundaries of the proposed plan area. The record search will include a review of the National Register of Historic Places (NR), the California Register of Historical Resources (CR), the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listing, the California Built Environment Resource Directory (BERD), historic maps, photographs, and other pertinent historic data. Due to the large number of private properties located within the Specific Plan area, this scope of work does not include a field survey or an assessment of individual structures or properties for historical significance. Instead, a summary of known historic resources and programmatic recommendations for the treatment and evaluation of potential resources will be provided. Given the densely packed plan area, it is assumed 24 staff hours will be sufficient to conduct the SSJVIC Records Search. Prior to the records search, FCS is unable to ascertain the exact number of resources that will need to be addressed in the summary, or hourly SSJVIC research fees incurred. Should either exceed the estimate of 24 staff hours, the additional work will be captured in a separate scope and fee.

As part of the records search, FCS will prepare and submit a request to the Native American Heritage Commission (NAHC) to check their Sacred Lands File for Native American resources that may be affected by implementation of the Specific Plan. The request will include a list of Native American representatives that may wish to consult on the project pursuant to Public Resources Code Sections 21080.3.1 and 21080.3.2 (AB 52) or Government Code Section 65352.3 (SB-18). From the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting

any additional information they may have about the proposed project area. Please note that this process is for information gathering purposes in order to support conclusions made within the EIR and does not satisfy the government-to-government consultation requirements pursuant to AB-52 and SB-18. FCS is glad to assist with this process if desired, and additional consultation services beyond the current scope of work are available upon request.

An updated review of the geology and paleontology of the Plan area as reported in scientific literature and a records search of the UC Berkeley Museum of Paleontology (UCMP) will also be requested. The results of the paleontological records search will be summarized in the appropriate EIR section and will include recommendations for any mitigation measures deemed appropriate.

The results of the records searches, literature review, and description of the current regulatory environment will be compiled directly into the cultural resources section of the EIR. The section will assess potential impacts to historic and prehistoric cultural resources pursuant to CEQA, as well as provide recommendations for programmatic mitigation measures deemed appropriate. This programmatic analysis assumes the assessment of individual resources or the preparation of a stand-alone Cultural Resources Assessment will not be necessary; if required, such tasks would be addressed in a separate scope-of-work.

Subtask 4.1.4: Noise Analysis (EIR Section)

FCS will prepare the noise analysis to evaluate the potential construction and operational noise impacts on noise-sensitive land uses within the Specific Plan area under proposed buildout conditions. The dominant noise source within the Specific Plan area is roadway traffic, therefore, the existing noise environment will be documented through traffic noise modeling. This Scope of Work does not include an ambient noise monitoring effort. Should noise measurements be required, that effort will be covered under a separate scope and fee.

Construction impacts associated with development that could occur with implementation of the Specific Plan will be evaluated at a programmatic level. A quantitative assessment of noise impacts from projected vehicular traffic trips will be performed based on the traffic study to be prepared for the Specific Plan. Projections of the future Community Noise Equivalent Level along selected roadway segments will be provided in a table format to show the distance/contour relationship. Areas within the planning area that would be potentially exposed to land use compatibility impacts, will be evaluated at a programmatic level commensurate with the level of detail provided by the City.

Potential stationary source operational noise impacts associated with implementation of the Specific Plan will also be evaluated at a programmatic level commensurate with the level of detail provided by the City. Mitigation measures will be identified to guide future development to ensure compliance with the City's operational noise performance standards.

The Noise analyses will be prepared as a section within the EIR document. This scope does not include preparation of a stand-alone technical report. Supporting technical data including modeling assumptions, outputs, and calculations will be provided in an appendix to the environmental document.

Subtask 4.1.5: Traffic Impact Analysis (Report and EIR Section)

TJKM will provide an assessment of transportation impacts resulting from the proposed SEDA Specific Plan EIR, incorporating the City of Fresno VMT thresholds, and will conduct an analysis of segment level of service (LOS) to evaluate the adequacy of the planned roadway network based on the City's adopted LOS standards.

Confirm Land Use Buildout with Specific Plan by TAZ

At start-up: TJKM will request the anticipated Specific Plan buildout by land use type (single-family dwellings, multi-family dwellings, anticipated residential population, and jobs by employment category) for each ABM transportation analysis zone (TAZ) is within the Specific Plan area.

In submitting this request to City staff: TJKM will provide a map showing the TAZ boundaries, and an accompanying spreadsheet showing the General Plan buildout assumptions by land use for each TAZ within the Specific Plan boundaries. This will allow City staff to provide the requested buildout information by updating the spreadsheet to show the Specific Plan buildout by land use for each TAZ.

Transportation Impact Analysis (TIA)

TJKM will conduct an impact analysis, consistent with CEQA requirements, that bases the assessment of traffic impacts on the City of Fresno's vehicle miles traveled (VMT) thresholds. TJKM will also assess multi-modal impacts to transit, bicycle and pedestrian circulation, based on CEQA checklist criteria. The analysis will be conducted for the following three scenarios:

- Existing Conditions
- Year 2035 Baseline (No Project) Conditions
- Year 2035 Project Conditions (presuming buildout of Specific Plan land uses by 2035 for impact analysis purposes, consistent with the General Plan EIR).

In addition, TJKM will conduct an analysis of traffic level of service (LOS) for planning purposes, and to conform the proposed street network provisions are appropriate for the anticipated travel volumes. TJKM proposes to evaluate peak-hour segment LOS on up to 70 study segments. Given the current reduction in traffic volumes due to COVID-19: TJKM would primarily utilize prior count data rather than conduct new counts. The LOS analysis will focus on the following key streets within or near the Plan area:

East/west streets:

- Shaw Ave
- Ashlan Ave
- Shields Ave
- McKinley Ave

- Belmont Ave
- Jensen Ave
- North Ave
- Central Ave

North/south streets:

- Clovis Ave
- Fowler Ave
- Temperance Ave
- De Wolfe Ave
- Leonard Ave
- McCall Ave

TJKM will prepare a stand-alone Transportation Impact Analysis report that contains the following chapters:

1. **Introduction** will summarize the TIA methodology and the key plan components relevant to the analysis of transportation impacts.
2. **Existing Conditions** will describe the existing, multi-modal transportation network relevant to the study area. This section will also describe the existing rates of vehicle miles traveled (VMT)
3. **Year 2035 Baseline (No Project) Conditions** will describe the anticipated Year 2035 roadway network (consistent with the General Plan EIR and Active Transportation Plan) and the baseline rates of vehicle miles traveled (VMT) relevant to the impact analysis.
4. **Year 2035 Project Conditions** will provide an analysis of vehicle miles traveled (VMT) with buildout of the Specific Plan, based on the City of Fresno's adopted VMT thresholds. This chapter will also assess multi-modal impacts to transit, bicycle and pedestrian circulation, based on CEQA checklist criteria. Where significant impacts are identified: potential impacts will be identified.
5. **Level of Service** will describe the findings of the Traffic Level of Service (LOS) analysis for up to 70 study segments. This analysis will be utilized to provide recommendations concerning the adequacy of the proposed street network to serve anticipated travel volumes.
6. **Findings & Recommendations** will summarize the impact findings and recommended mitigations, as well as the findings of the LOS analysis and any accompanying recommendations for modifications to the proposed circulation network under the Specific Plan including multi-modal mobility recommendations.

TJKM will prepare a Draft TIA Report for review by City staff. Following review and comments: TJKM will prepare a Final Draft TIA Report that will serve as an appendix to the Draft EIR, and will be the basis of the Traffic/Transportation chapter within the Draft EIR.

Draft & Final EIR

TJKM will conduct the following additional tasks during preparation of the Draft and Final EIR:

- **Alternatives Analysis:** TJKM will provide a qualitative comparison the project with up to three alternatives for inclusion in the Draft EIR.

- **Draft EIR:** TJKM will assist with updates to the Traffic/Transportation chapter prior to release of the Draft EIR.
- **Response to Comments & Final EIR:** TJKM has budgeted up to 24 hours of staff time to prepare responses to public comments received on the Draft EIR and/or make revisions for the Final EIR.
- **Adoption Hearings:** TJKM has budgeted up to 20 hours of staff time, including preparation, for adoption hearings.

Subtask 4.1.6: Utilities/Service Systems and Hydrology/Water Quality (EIR Sections)

Administrative Draft Program EIR

Based on the infrastructure plans developed in the previous tasks, FCS will categorize the impacts of future infrastructure improvements in the specific plan area. BCF will assist FCS to prepare the Utilities/Service Systems and Hydrology/Water Quality sections of the Draft EIR; we will review their draft text, provide editorial comment and additional content using Microsoft Word Track Changes, and generate additional content for each of the sub-sections of each section mentioned, in the form of technical reports to be incorporated into the EIR document by FCS.

BCF will prepare the Utilities/Service Systems and Hydrology/Water Quality sections of the Administrative Draft EIR. BCF's contribution is only a part of the whole unified project and process. As FCS assembles the myriad disciplines and facets of the project, BCF may review other related sections and offer appropriate input.

Environmental Setting

BCF will gather the required information for all utility systems to establish the environmental and regulatory setting within the SEDA Specific Plan area. Much of the same information gathered for the existing conditions report in Task 1.3 will be utilized in drafting the environmental settings for the EIR. The environmental settings will also delve into the possible outcomes of changes in land use within the specific plan area.

Water and Recycled Water

For water and recycled water utilities, BCF will coordinate with the City of Fresno Department of Public Utilities and FID on gathering information about the existing water supply and distribution system in the specific plan area, including pipe alignments, pipe sizes and material, and demand requirements. Key planning documents will be reviewed and utilized in the formation of the environmental setting. Water system characteristics that will be examined include groundwater supply, surface water supply, urban, industrial, commercial, and agricultural water demand, and existing water and recycled water distribution systems. BCF will gather documents for all federal, state, and local regulatory requirements regarding drinking and recycled water, including water conservation regulations, groundwater protection regulations, policies ensuring adequate water supplies, and recycled water use regulations.

Wastewater

Wastewater information to be collected from the City of Fresno Department of Public Utilities includes pipe alignments, pipe sizes and material, and flow data. Wastewater treatment and disposal information will be obtained, including the facilities used for wastewater treatment and their respective treatment characteristics/data. The existing wastewater collection system in the SEDA Specific Plan area will be reviewed and included in the environmental setting. Federal, state, and local regulations for wastewater collection and discharge will be obtained.

Storm Drainage

For storm drainage and flood control, BCF will obtain information from FMFCD pertaining to runoff factors for land use, current collection system and basin disposal system levels of service, runoff quality characterization, and locations/condition of existing basins in the SEDA Specific Plan area. Existing storm water collection and disposal systems within the SEDA Specific Plan area will be reviewed, as will the various flood control facilities and infrastructure. Federal, state, and local regulations for storm water collection and disposal will be reviewed and included in the environmental setting.

The environmental setting reports will be submitted to FCS to be incorporated into the administrative draft EIR for submittal to the City of Fresno.

Environmental Assessments

BCF will review the City of Fresno general EIR documents and draft technical reports for each utility system (water, recycled water, wastewater, storm drainage) to be incorporated by FCS into the SEDA Draft Program EIR. Each technical report will include summaries of the existing infrastructure, and an analysis of how proposed land uses in the specific plan area will affect the various utility systems. The reports will not include any analysis of potential mitigation measures.

Water and Recycled Water

Water and recycled water supply and distribution will be analyzed by comparing the existing water and recycled water infrastructure to that which is projected to be designed and built within the SEDA Specific Plan area. BCF will utilize existing water demand data and compare it to projected water demands based on proposed land uses. This will allow BCF to assess and identify possible areas where new or different proposed land uses may affect water demand. Projected water demands will be reviewed to determine impacts on long term water reliability, peak water demand, and fire flow requirements. Projected recycled water demands will be reviewed to determine similar impacts, but for uses involving recycled water only, such as irrigation and industrial demand. All federal, state, and local regulations that pertain to drinking water and recycled water will be reviewed and addressed within the report. BCF will not complete any modeling of the water or recycled water systems. The results of the report will be discussed with City of Fresno and FID staff, and the report will be revised as such.

Wastewater

Similar to water and recycled water infrastructure, wastewater infrastructure will be analyzed to compare existing wastewater systems and flows to projected wastewater flows for the proposed land

uses in the SEDA Specific Plan area. Wastewater flow generation will be based on land use in the specific plan area. BCF will analyze the existing and projected flows to determine if there are new or different land areas that will affect wastewater flow generations. The wastewater system will be analyzed for capacity to determine what impacts the SEDA Specific Plan may have on increasing the flow generation for the area. All federal, state, and local regulations that pertain to wastewater collection and discharge will be reviewed and addressed within the report. BCF will not complete any modeling of the wastewater systems. The results of the report will be discussed with City of Fresno staff, and the report will be revised as such.

Storm Drainage

Analysis of the SEDA Specific Plan area for storm drainage infrastructure will involve reviewing the topography of the area, and completing analyses of the land use areas in conjunction with runoff factors and water quality requirements. This will help BCF develop overall watershed runoff factors for both the existing conditions and the proposed future development area. The runoff factors will be compared to the existing level of service for the drainage area collection system and basin disposal system, which will allow BCF to evaluate the impact of the land use change on the stormwater collection and disposal systems, and runoff quality. BCF will not complete any modeling of the storm drainage systems. The results of the report will be discussed with FMFCD and FID staff, and the report will be revised as such.

The environmental assessment reports will be submitted to FCS to be incorporated into the administrative draft EIR for submittal to the City of Fresno.

Deliverables

- Environmental Settings for Water, Recycled Water, Wastewater, and Storm Drainage; Environmental Assessment Technical Reports for Water, Recycled Water, Wastewater, and Storm Drainage.

Draft Program EIR

Comments from the Administrative Draft EIR will be evaluated. BCF will conduct additional analyses, adjustments, revisions and refinements of the technical materials and proposed changes to the Administrative Draft version for the Draft EIR. The revised utility infrastructure reports will be submitted to FCS for their inclusion into the main Draft EIR document.

Deliverables

- Draft Program EIR Utility Infrastructure Sections

Final EIR

Comments from the Draft Program EIR will be evaluated. Revisions and refinements will be recommended for incorporation into the final version of the document. Performance and assistance at this stage emphasizes the entire Program EIR process which includes the production of the final Program EIR document.

Deliverables

- Final EIR Utility Infrastructure Sections

Task 4.2: Project Initiation

FCS's Project Manager and other key team members will meet with City staff for a start-up meeting to clarify and confirm the project description, identify key contacts, discuss scheduling targets, and obtain copies of the Specific Plan and related documents.

Task 4.3: Notice of Preparation

FCS will prepare a Notice of Preparation (NOP) in accordance with CEQA Guidelines Section 15082. The NOP will identify the Specific Plan area, provide a summary of the Specific Plan characteristics, and list probable environmental effects identified in the NOP, supported by tables and color graphics. The City will be responsible for distributing the NOP to public agencies and private parties. This scope of work assumes that an Initial Study will not be prepared.

Following release of the NOP, the City will hold a public scoping meeting in Fresno, which FCS representatives will attend. The public scoping meeting will be conducted at a regularly scheduled Planning Commission hearing. (Meeting attendance at the scoping meeting is accounted for in the Task 4 below). All public comments received at the scoping meeting will be noted in the Draft EIR.

Deliverables

- One (1) electronic version of the Administrative Draft NOP to the City of Fresno
- One (1) electronic version of the final NOP to the City of Fresno
- Fifteen (15) hard copies of the final NOP and the Notice of Completion to the State Clearinghouse

Task 4.4: Public Scoping Meeting

FCS will attend and facilitate a scoping meeting to hear comments on the scope of environmental issues and alternatives to be considered in the Program EIR. During the meeting, FCS will monitor comments received, answer questions as directed by staff, and provide a summary of public comments regarding any environmental concerns raised. Input will be used to focus the issues to be addressed in the EIR. The summary of comments will be included as an Appendix to the CEQA document. FCS will also obtain written comments received on the NOP from the City.

Task 4.5: Administrative Draft EIR

FCS will prepare an Administrative Draft EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15120 through 15132. The Administrative Draft EIR will contain analyses supported by graphics and tables. The document will identify potentially significant impacts, feasible mitigation measures, and the residual significance after mitigation has been implemented. The contents of the Administrative Draft EIR include the following sections.

Executive Summary

In accordance with CEQA Guidelines Section 15123, the Executive Summary will contain a summary of the project, list the project alternatives, identify areas of controversy, and provide a matrix listing environmental impacts and mitigation measures, and the residual significance of all impacts.

Introduction

FCS will prepare the introduction including the purpose and background of the project, the determination of the lead agency, the scope of the EIR, and the document's organization. The Introduction will establish the scope of review of the EIR and identify environmental topics that had been previously evaluated at a sufficient level in the prior rounds of environmental review and, thus, would not need to be re-evaluated.

Project Description

Pursuant to CEQA Guidelines Section 15124, the project description will identify the Specific Plan area, describe the project characteristics, list the project objectives, identify necessary approvals, and list other agencies that may use the document. The project description will describe the relationship of the Specific Plan to the City of Fresno's General Plan and Zoning Ordinance. The project description will use graphics and tables to clearly convey relevant information to the reviewer.

Environmental Setting, Impacts, and Mitigation Measures

The following specific sections will be prepared that provide a discussion of environmental setting, impacts, and mitigation measures (if applicable).

- Aesthetics, Light, and Glare
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utility and Service Systems
- Wildfire

Cumulative Effects

FCS will describe the reasonably foreseeable projects within a City-approved defined study area that may result in cumulative impacts associated with the proposed Specific Plan. FCS will work closely with City staff to ensure the EIR is prepared at the appropriate level of detail and pertinent projects are evaluated.

As identified above, we assume the City will provide information on all reasonably anticipated projects to FCS, so cumulative projects can be adequately addressed.

Cumulative projects may be defined within a specified area around the Specific Plan boundaries as (1) projects constructed, but not occupied; (2) projects approved, but not constructed; (3) pending projects for which pre-filing or filing of an application with its respective lead agency has occurred; and (4) anticipated or announced projects for which no application has yet been filed with the lead agency. However, note that the geographical extent of the evaluation area for cumulative impacts would vary, depending upon the technical issue to be addressed. For instance, the evaluation area for air quality encompasses the local air basin, while the evaluation area for traffic encompasses the local roadway network. Findings of recent court cases will be used to address all pertinent issues. Cumulative projects will be discussed for each technical issue. Growth-inducing impacts will be evaluated separately in the EIR.

Alternatives

Pursuant to CEQA Guidelines Section 15126.6, the EIR will evaluate a range of feasible alternatives to the proposed project. One of the alternatives will be the CEQA-mandated “No Project Alternative,” which is the circumstance under which the project does not proceed. FCS will evaluate up to two additional alternatives, to be determine din coordination with City staff. In addition, the Alternatives section will address the feasibility of any alternatives that were initially considered but rejected from further consideration. Each alternative will be described in sufficient detail and evaluated on a topical section basis against the proposed project to determine if it will have fewer, equivalent, or greater impacts. A matrix will be provided comparing each alternative’s impacts on the various topical areas. Finally, the environmentally superior alternative will be identified.

Effects Found not to be Significant

CEQA Guidelines Section 15143 establishes that EIRs shall focus on significant impacts on the environment and need not discuss in detail effects that are clearly insignificant or unlikely to occur (e.g., tsunami inundation). FCS will prepare the NOP, identifying any resource categories or topical areas (e.g., tsunami inundation) that can be “scoped out” pursuant to Section 15143 given the location and context of the Specific Plan. Provisionally, we assume that impacts to forestry resources and mineral resources will be less than significant and will not need to be analyzed in detail in the EIR. However, a section titled Effects Found not to be Significant will be included in the Draft EIR to document the justification for resource categories excluded from detailed analysis in the Draft EIR.

Significant Unavoidable Adverse Impacts

FCS will discuss all significant unavoidable adverse impacts, pursuant to CEQA Guidelines Section 15126(b). The discussion will include any impacts that can be partially mitigated, but not to a level that is less than significant. Any mitigation measures considered, but eliminated from suggestion because of new impacts that would be associated with their implementation, will also be discussed.

Other CEQA-Mandated Sections

Pursuant to CEQA Guidelines Section 15126(g), FCS will discuss any potential growth-inducing impacts of the proposed Specific Plan. Potential sources of growth inducement and their corresponding impacts, such as removal of obstacles to growth (i.e., extension of infrastructure), new employment generation, or major economic influences, will be qualitatively analyzed, to the extent that they are applicable.

FCS will also be responsible for the preparation of the following:

- Table of Contents
- Irreversible and Irretrievable Commitment of Resources
- List of Organizations and Persons Consulted
- Preparers of the Environmental Document
- References
- Appendices

Technical Appendices

Pursuant to CEQA Guidelines Section 15147, supporting technical information will be appended to the EIR. This includes but is not limited to technical studies, modeling data, and correspondence.

Deliverables

FCS will provide the following deliverables as part of the Administrative Draft EIR submittal:

- Five (5) hard copies of the ADEIR and one electronic copy

Task 4.6: Screencheck Draft EIR

Upon receipt of City staff comments on the Administrative Draft EIR, FCS will prepare a Screencheck Draft EIR that shows changes in track. This task assumes a conference call to discuss specific issues or comments related to the Administrative Draft EIR. We assume that all City staff comments will be consolidated into one document before delivery to FCS.

Deliverables

- One (1) electronic version of the Screencheck Draft EIR to the City of Fresno

Task 4.7: Draft EIR

Upon receipt of final City staff comments on the Screencheck Draft EIR, FCS will proceed with finalizing and producing the Draft EIR for public review. This task assumes technical staff time to complete revisions to the Draft EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, we will prepare a budget augment to cover the actual level of effort. We assume that all City staff comments will be consolidated into one document before delivery to FCS.

FCS will provide copies of the Draft EIR to the City of Fresno, which will be responsible for local distribution, noticing, and posting. FCS will provide copies of the Draft EIR to the State Clearinghouse, which will distribute the document to state agencies. FCS will also prepare the Notice of Completion for submittal to the State Clearinghouse as part of this task. Finally, this task includes preparation of the Notice of Availability and assumes that City staff will distribute the notice to local agencies and interested parties.

Deliverables

- Ten (10) bound hard copies (appendices on CD) and twenty (20) CDs (PDF format) of the Draft EIR to the City of Fresno
- Fifteen (15) Executive Summary hard copies and fifteen (15) CDs of the Draft EIR and the signed Notice of Completion to the State Clearinghouse
- One (1) electronic copy of the Notice of Availability

Task 4.8: Administrative Final EIR

FCS will prepare an Administrative Final EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15088 and 15089. The Administrative Final EIR will list all agencies, organizations, and individuals who submitted written comments on the Draft EIR during the public review period and provide written responses to those comments. To enhance readability and avoid redundancy, FCS will use Master Responses to address frequent and reoccurring comments on the Draft EIR's analysis. Additionally, the Administrative Final EIR will contain an Errata, which will document minor changes to the Draft EIR text in strikeout-underline format.

FCS representatives will attend a public comment session concerning the Draft EIR during the public review period (meeting attendance is covered under Task 11). The public comment session will be conducted at a regularly scheduled Planning Commission hearing. FCS will summarize verbal comments received at the meeting in the Administrative Final EIR and provide written responses to said comments.

Based on FCS's experience responding to comments, we have budgeted eighty (80) hours of FCS staff time (including technical, editing, and administrative personnel) for this task. Together with the City, FCS will evaluate the volume and complexity of comments received on the Draft EIR. If additional time is required beyond what is budgeted, FCS will prepare a budget augment to cover the actual level of effort.

Deliverables

- One (1) electronic version (PDF) of the Administrative Final EIR to the City of Fresno

Task 4.9: Final EIR

Once City staff provides final comments on the Administrative Final EIR, FCS will proceed with finalizing and producing the Final EIR for public review. This task assumes technical staff time will be required to

complete revisions to the Final EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, we will prepare a budget augment to cover the actual level of effort. FCS will provide copies of the Final EIR to the City of Fresno, which will be responsible for local distribution, noticing, and posting. Finally, this scope of work assumes that City staff will prepare and mail all notices associated with the Final EIR to local agencies and interested parties.

Deliverables

- Ten (10) bound hard copies (appendices on CD) and twenty (20) CDs (PDF format) of the Final EIR to the City of Fresno.

Task 4.10: Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the EIR. This comprehensive MMRP will provide City staff with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification. Copies of the MMRP will be included in the Final EIR submittal.

Deliverables

- One (1) electronic version (PDF format) of the MMRP to City of Fresno

Task 4.11: Findings of Fact/Statement of Overriding Considerations

FCS in-house attorney, Megan Starr, will prepare the draft Findings of Fact/Statement of Overriding Considerations for the City to review and finalize. FCS will make revisions based on one set of consolidated comments and will submit a final version of the Findings of Fact and Statement of Overriding Considerations. This task includes 50-hours of staff time. If the level of effort involved in preparing this task requires an exceedance of these hours, FCS will notify the City of the additional costs and obtain authorization for extra hours.

Task 5: Meetings/Hearings

This scope of work assumes that FCS's Project Director or Project Manager will attend up to eight (8) meetings in Fresno, including up to two (2) Planning Commission Hearings, two (2) City Council Hearings, and four conference calls or meetings, presumed to be held by Zoom, during the preparation of the EIR.

As noted, the eight (8) meetings would consist of a combination of coordination meetings with staff and public hearings. A not-to-exceed budget has been established to cover attendance at the meetings. If the City staff and/or the applicant requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the applicant of the additional costs and obtain authorization for the extra meeting time.

Task 6: Project Management

In addition to the research, analysis, communications, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the EIR meets the City's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with City staff, project accounting, and quality assurance review by FCS's Project Director and Technical Editor of all deliverable products. These services also will include ongoing support to City staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes sixty (60) hours of staff time.

Tasks Outside the Scope of Work

The following are tasks FCS has identified as falling outside its scope of work for the proposed project.

Newspaper Noticing/Local Noticing

FCS assumes that City staff will be responsible for any public noticing related to the certification of the EIR.

Notice of Determination Filing/Payment of Fees

FCS assumes the applicant will be responsible for preparing and filing the Notice of Determination with the Fresno County Clerk's Office within 5 business days of certification of the EIR. Please be advised that as of January 1, 2020, the filing fees for an EIR are \$3,343.25 (CDFW fee) plus a \$50 County handling fee, for a grand total of **\$3,393.25**.

SCHEDULE

The completion of the Infrastructure Finance Plan and Nexus Study, the Infrastructure Assessment, and the Community Outreach scopes of work are dependent on coordination and input from City staff and other agencies. Therefore, the schedule for these scopes of work will be developed in coordination with City staff at the project initiation meetings.

FCS has prepared the following schedule outlining the anticipated timing of each task required for preparation of the Environmental Impact Report.

Task	Week
Project Initiation/Begin Technical Studies	1
FCS submits Draft NOP to City of Fresno	4
Receive City Comments on the Draft NOP	5
Release NOP; begin 30-Day Review Period	6
Public Scoping Meeting	8
End 30-Day Review Period	10
FCS submits Admin Draft EIR and Technical Studies to the City of Fresno	13
City staff provide comments on Administrative Draft EIR and Technical Studies to FCS	16
FCS submits Screencheck Draft EIR to City of Fresno	18
Receive City comments on Screencheck Draft EIR	20
Release Draft EIR for public review; begin 45-Day Public Review Period	21
End 45-Day Public Review Period	27
Submit Administrative Final EIR and MMRP to the City of Fresno	30
Receive City comments on Administrative Final EIR and MMRP	33
Release Final EIR and MMRP	35
Public Meeting(s)	To Be Determined
File Notice of Determination with Fresno County Clerk	Within 5 business days of EIR Certification

BUDGET

Phase	Task	Fee
Infrastructure Finance Plan, and Nexus Study, and Fiscal Review		
	Prepare Infrastructure Finance Plan and Nexus Study	\$71,896
	Conduct Qualitative Fiscal Review (& Contingency)	\$9,254
Infrastructure Assessment		
	Specific Plan Development Input	\$41,470
	Utilities/Service Systems and Hydrology/Water Quality (EIR Sections)	\$108,570
Community Outreach		
	Project Initiation	\$3,201
	Specific Plan Unveiling and Outreach	\$34,540
	CEQA Scoping Meeting (& Direct Costs)	\$3,363
	Project Management and Coordination	\$4,092
Environmental Impact Report		
Technical Studies/Analysis	Air Quality, Greenhouse Gas Emissions and Energy Analysis	\$15,890
	Biological Resources Assessment	\$7,760
	Cultural, Tribal Cultural, and Paleontological Resources Analyses	\$11,620
	Noise Analysis	\$7,830
	Traffic Impact Analysis	\$117,620
Environmental Impact Report	Project Initiation	\$8,040
	Notice of Preparation	\$4,270
	Public Scoping Meeting	\$3,820
	Administrative Draft Environmental Impact Report	\$55,370
	Screencheck Draft Environmental Impact Report	\$14,280
	Draft Environmental Impact Report	\$8,380
	Administrative Final Environmental Impact Report	\$16,810
	Final Environmental Impact Report	\$5,710
	Mitigation Monitoring and Reporting Program	\$1,280
	Findings of Fact/Statement of Overriding Considerations	\$8,460
Meetings/Hearings		\$14,380
Project Management		\$12,180
Total		\$590,086

Assumptions

The assumptions used in calculating the above fees are:

- Reimbursable expenses have been included in the table above. These direct costs, including but not limited to those items presented below, will be reimbursable upon provision of proper documentation:
 - Purchases of project materials.
 - Reproduction, reprographics, document production, printing and photographic.
 - Postage, messenger, delivery, and overnight mailing.
 - Mileage, noticing, and record searches.
 - Other miscellaneous costs directly related to the project.
- This price is based on completion of the work within the proposed schedule. If significant delays occur at the fault of the City, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.
- The fee is valid for up to 30 days from the date of this scope, after which it may be subject to revision.
- City staff will be responsible for distribution of documents.
- Costs have been allocated to tasks based upon FCS's proposed approach. During the work, FCS may, on its sole authority with notice to the City, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total proposal price within its authorized amount.
- The FCS Project Manager will be the primary representative at the project meeting and public hearing.
- Printing costs are based on the method of printing and binding proposed, numbers of copies proposed as work products, and estimated page lengths. Document printing costs are estimated and will be finalized at the time of printing. On further clarification of the documents and City's (paper and/or digital CD) that City staff will need during the preparation effort, FCS will specifically identify a detailed reproduction work plan with more specific costs.

Scope of Work Modifications

FCS assumes a stable and complete project description and project plan set at project initiation. In the event the project description and/or scope of work change to a degree that alters the fee estimate, FCS will contact the City in writing to submit a revised fee for mutual agreement, and a contract amendment will be processed. Requests for additional work will be documented, and a completion timetable and estimated fee will be submitted for applicant approval.

Invoice Billing

Invoices will be submitted monthly and will identify project progress on a percent complete basis.