


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

THIS AGREEMENT is made and entered into effective on  \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (the City), and LSA ASSOCIATES, a California Corporation (the Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional environmental and fiscal analysis services for the VMT Mitigation Program (Project); and

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

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

WHEREAS, this Agreement will be administered for the City by its Development and Resource Management 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 compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$298,630.11, 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 the 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:

- (i) 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.
- (ii) 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.
- (iii) 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 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.

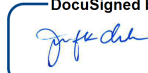
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights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

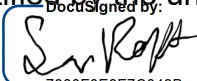
[Signatures follow on the next page.]

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

By:   
7468A2809E1A41F...  
Jennifer K. Clark  
Director

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

By:   
7680F0E8F7C843B...  
Summer Rooks  
Project Manager

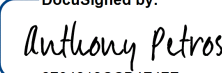
ATTEST:  
BRIANA PARRA,  
City Clerk

By:   
B8534894E7C44A8...  
Deputy

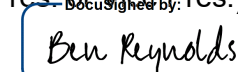
Addresses:

CITY:  
City of Fresno  
Attention: Summer Rooks,  
Project Manager  
2600 Fresno Street, Suite 3065  
Fresno, CA 93721  
Phone: (559) 621-8166  
FAX: (559) 977-6416

LSA Associates,  
Incorporated

By:   
8704813CC84F47F...  
Name: Anthony Petros

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

By:   
7E773B333EC843C...  
Name: Ben Reynolds

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

Any Applicable Professional License:

Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

CONSULTANT:  
LSA Associates, Inc.  
Attention: Tony Petros,  
President  
20 Executive Park, Suite 200  
Irvine, CA 92614  
Phone: (949) 553-0666  
FAX: n/a

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 (the City)  
and LSA Associates, Inc. (the Consultant)  
VMT Mitigation Program**

See Attachment A.

## **SCHEDULE OF FEES AND EXPENSES**

See Attachment A.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

**Consultant Service Agreement between City of Fresno (the City)  
and LSA Associates, Inc. (the Consultant)  
VMT Mitigation Program**

### **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 the 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 the 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**  
VMT Mitigation Program

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input 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 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 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 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 type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

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

x

\_\_\_\_\_

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☐ Additional page(s) attached.

DocuSigned by:

*Anthony Petros*

8704813CCB4E47E

Signature

10/8/2021

Date

Anthony Petros

(Name)

LSA Associates, Inc.

(Company)

20 Executive Park Suite 200

(Address)

Irvine, CA 92614

(City, State zip)



## ATTACHMENT A: SCOPE OF SERVICES AND SCHEDULE OF EXPENSES

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

June 28, 2021

Summer Rooks, Project Manager  
Planning and Development Department  
2600 Fresno Street, 3<sup>rd</sup> Floor  
Fresno, California 93721

Subject: Project Services Related to a Vehicle Miles Traveled Mitigation Program & Related Environmental Analysis (RFQ #10034; LSA Proposal Number CFO2101.P))

Dear Summer:

LSA is pleased to present this proposal describing the scope, budget, and schedule for the City of Fresno's (City) Vehicle Miles Traveled (VMT) Mitigation Program & Related Environmental Analysis. LSA submitted a Statement of Qualification (SOQ) on June 9, which provided an overview of our approach for preparation of this analysis. This proposal provides a detailed scope of work for this project.

### SCOPE OF WORK

LSA prepared the City's VMT guidelines, adopted in June 2020. The guidelines included an array of VMT reduction measures that are potentially applicable to the City. These measures were identified based on the City's socioeconomic and geographic characteristics as well as the feasibility of implementation of those mitigation measures. As part of that effort, LSA sat in on conversations between the City and the Fresno Area Express (FAX) transit provider and learned of many initiatives for multi-modalism that may satisfy regional VMT mitigation definitions and strategies. It is our understanding that this project is a continuation of the previous analysis and will invest in greater detail the applicability of these mitigation measures as a VMT Mitigation Fee Program. This program will be supported by a Nexus Study that establishes a VMT impact fee pursuant to the Mitigation Fee Act (G.C. 66000 et. seq.). The project approach from the SOQ has been separated into tasks and subtasks, which are described in detail in the following sections.

#### Task 0: Project Management

It has been the LSA Team's experience that successful strategic planning projects start with disciplined project management. The foundation for this type of project management is frequent communication with project partners using effective tools and practices. LSA has delivered VMT CEQA Thresholds, strategic planning, and transportation plans to other cities, counties, and Metropolitan Planning Organizations (MPOs)/Regional Transportation Planning Agencies based on this principle. LSA will continue this practice with the City as we assist in its pursuit of a VMT Mitigation Fee Program and related environmental services.

The objectives of this task are to facilitate the project kickoff and, most important, set a foundation for good project management and accounting. This includes establishing the work plan, schedule,

and general budget parameters for subsequent monitoring; coordinating and tracking project schedules, reports, and milestones; providing a method for progress evaluation and communication; and managing critical-path activities. The fundamental element that leads to successful project management is a dedicated, engaged management team.

#### *Task 0.1: Kick-off Meeting and Biweekly Coordination Meetings*

LSA will schedule and host a project kick-off meeting upon receiving the Notice to Proceed. LSA already has profound knowledge of the various SB 743 foundational documents, available VMT mitigation measure literature, and transportation fee programs as members of the ITE SB 743 Working Group and the Caltrans Implementation Technical Roundtable. We are knowledgeable on most of the reference documents and will bring that knowledge and a review of any other related documents to the kick-off meeting.

The purpose of this meeting will be to review and confirm the work plan and schedule; review the various tasks; confirm the chain of communication and reporting; and establish the next steps of project activity. LSA will circulate proposed agendas and will memorialize actions in subsequent minutes. Action items will be carried forward in an ongoing matrix of activity to chart and monitor project development and delivery. The matrix will be updated each month and submitted to the client Project Manager for review.

The LSA Team will coordinate and schedule biweekly online meetings with the City's Project Manager to provide an update on the project progress and discussion related to issues that may arise while working on the project. The objective is to have a seamless process, gain consensus, and arrive at reasonable conclusions related to the project issues.

The LSA Team has strong experience in conducting successful team conference call/meetings over long-term planning efforts. In addition, LSA is well equipped with different cutting-edge virtual meeting and collaboration platforms such as Zoom, Microsoft Teams, and RingCentral. The LSA Team will utilize these platforms to maximize project coordination and collaboration throughout the proposed project. The schedule for these meetings will be determined at the outset of the proposed project, and all participants will receive Microsoft Outlook invitations with advanced notifications attached. The meeting action minutes will be prepared after each meeting. The LSA Team takes an interactive and integrated approach to project management and communications.

#### *Task 0.2: Quality Control*

LSA's Principals recently reviewed and updated the corporate Quality Assurance/Quality Control (QA/QC) Plan, and it is available for review upon request. The LSA Team is committed to active QA/QC procedures and identifies senior-level Principal staff members as the QA/QC officers on all its projects.

#### **Task 1.0: VMT Mitigation Program**

LSA will review the City's existing mitigation program as an initial step in the development of VMT Mitigation Fee Program. LSA researched available literature, such as the California Air Pollution Control Officers Association (CAPCOA) report Quantifying Greenhouse Gas Mitigation Measures

(CAPCOA Green Book) and California Air Resources Board (CARB) sources, and has identified almost 100 mitigation strategies and discussed their applicability during the development of City's SB 743 guidelines. Even though the City's VMT guidelines included various types of mitigation measures, based on discussions with the City, only infrastructure or capital improvements will be considered for inclusion in the VMT mitigation program.

#### *Task 1.1: Identification of Applicable Mitigation Measures*

As stated before, VMT mitigations can be extremely diverse and can be classified under several categories such as active transportation improvements, land use/location, road pricing, transit improvements, commute trip reduction strategies, and parking pricing/policy (see the CAPCOA Green Book). LSA will select active transportation and transit-related capital projects and will group the list into categories based on different variables.

LSA will develop a matrix using the selected mitigation measures to identify type of improvement, potential ownership, administration attributes, applicability in City's context, difficulty in implementation, strengths, weaknesses, and limitations in the quantification of VMT reduction, environmental implications, and other applicable factors. This matrix can guide the City in the selection of mitigation measures that can be included in its VMT Mitigation Program. For example, construction of a new bike lane is completely within City's authority whereas improvement of access to transit stops may require coordination with FAX.

Depending on the selected types of mitigation measures, LSA will review current studies by the local agencies such as City's active transportation plan and FAX's short-range transit plan to identify specific and potential projects to be included in the mitigation program. Some of the most common and prominent mitigation measures identified across multiple jurisdictions across the State are active transportation projects or transit improvements. These measures contribute to the goal of SB 743 to improving non-auto mode share and reduce the greenhouse gas emissions while improving the quality of life for the residents.

The City completed its Active Transportation Plan in 2016, which acts as a comprehensive guide for the vision for active transportation in the City of Fresno. The plan has identified pedestrian and bike improvements, prioritized the improvements based on public input and developed planning-level costs for those improvements. Similarly, FAX has completed its short-range transit plan and Fresno Council of Governments (FCOG) has completed a long-range transit plan to determine the transit needs in the region. LSA will utilize the City's active transportation plan and region's transit plans to identify a comprehensive list of potential projects for VMT Mitigation Program.

#### **Deliverables:**

##### **LSA**

- *List of potential mitigation measures for inclusion in the City's VMT Mitigation Program.*

##### **City**

- *Input and review.*

### *Task 1.2: Quantification of Mitigation Measures*

LOS-based mitigations are mostly physical improvements whose benefits are observable, measurable, and virtually perpetual. The addition of a left-turn lane at an intersection will behave similarly regardless of location and will continue to perform as intended until the lane is removed or modified. A lane mile of roadway will carry a similar volume of traffic if designed consistently across most jurisdictions in California and it will continue to do so as long as the lane exists.

The definition of CEQA VMT mitigation measures is somewhat different. Most VMT mitigations may seem feasible from a theoretical perspective, but practical implementation of these strategies as formal CEQA mitigation measures in perpetuity is yet to be tested. Several of these mitigations are contextual and behavioral in nature. Their success will depend on the size and location of the project as well as expected changes in human behavior. For example, a project providing a bike share program does not necessarily guarantee a behavioral change within the project's population; the level of improvement may be uncertain and subject to the whims of the population affected.

However, the issue with VMT mitigations is the quantitative measurement of the relief provided by the strategies. How much VMT reduction does a TDM program, a bike share program, a transit route, or 1 mile of sidewalk provide? There are very few data sources (for example, the CAPCOA Quantifying Greenhouse Gas Mitigation Measures report and the San Diego Association of Governments [SANDAG] VMT Reduction Calculator Tool) that provide data for quantification of the benefit by mitigation measure type. While these are generic data sources, LSA will tailor these benefit quantifications to the City of Fresno based on locally available observed data, data from similar regions, and professional judgment.

LSA will analyze local data, if available, for the identified mitigation measures. These data will be used in conjunction with documented elasticities from current research and publications to understand the relationship of standard elasticities to locally observed values.

LSA will also use existing tools to establish the relationship between the proposed mitigation measures and their predicted efficacy. In this regard, LSA has a head start as LSA has evaluated multiple mitigation measures that are applicable to the region and their corresponding reduction of VMT during the development of SB 743 guidelines for FCOG. LSA used data from multiple FCOG Activity-Based Model (ABM) runs to establish the relationship between the proposed active transportation and transit mitigation measures and their predicted efficacy. LSA can use a similar approach to calibrate the documented elasticities.

It will also be important that lead agencies develop a proper monitoring program for the identified mitigation measures to ensure their performance. LSA will coordinate with the City to develop a framework for the monitoring program to include variables such data collection methodologies, collection intervals, and associated costs.

### **Deliverables:**

#### **LSA**

- *Quantification of VMT reductions for identified mitigation measures and documentation.*

**City**

- *Input and review.*

**Task 1.3: Development of Cost Estimates for the Mitigation Measures**

LSA will obtain cost estimates for the list of projects/mitigation measures identified in the above tasks from the City and its public works department. The level of accuracy of the cost estimates may depend on the type of project. LSA will collaborate with the City to understand any assumptions that might be included in the development of project cost estimates.

It is important to account for all the costs to implement these mitigation measures. Depending on the type of mitigation measures, the costs will include construction costs, maintenance costs, right-of-way costs, and inflation.

The cost estimates for projects/mitigation measures should also take into consideration other potential funding sources such as federal, State, local, and other grant programs. For example, provision of improved transit access may be eligible for Federal Transit Administration (FTA) grants that can reduce the overall cost burden for the City's VMT Mitigation Program. LSA will identify potential funding sources for different mitigation measures identified in the above tasks. Uncertainty related to the grant funding, costs to develop grant application, other administrative costs should be considered to the extent possible in the development of cost estimates for applicable mitigation measures.

**Deliverables:****City**

- *Detailed engineering cost estimates for the identified mitigation measures.*

**LSA**

- *Review of cost estimates.*
- *Identification of grant funding sources for potentially eligible mitigation measures.*

**Task 1.4: Prioritization of Mitigation Measures**

The change in the metric for transportation impacts from LOS to VMT has led to a shift in impacts and mitigation measures from being local and project-specific to being more regional in nature. The OPR acknowledges the regional nature of VMT impacts and states that regional VMT reduction programs and fee programs (development impact fees, mitigation exchanges, and mitigation banks) may be appropriate forms of offset. Also, VMT, as a proxy for GHG emissions, may not require locational specificity. A project does not necessarily need to diminish the VMT at the project site to gain benefit in VMT and GHG reduction in the State. This approach was recently proposed in Orange County by the Transportation Corridor Agencies. Offsets in an area where the benefit would be greater will have a more effective reduction in VMT and GHG and contribute to the State's ultimate climate goals.

The City has already identified potential key corridors—Blackstone/Kings Canyon Corridor, Shaw Avenue Corridor, and Cedar Avenue Corridor—for mitigation measures implementation. These corridors are identified as High Quality Transit (HQT) Corridors/Transit Priority Areas in the City’s SB 743 guidelines. In general, the land use projects in HQT areas and that meet other provisions are perceived to be under VMT thresholds (green areas in the VMT screening maps). However, based on the discussion above, these areas might be potential candidates for implementation of mitigation measures.

LSA suggests prioritization of VMT mitigation measures based upon the incremental reduction in VMT. Other factors can include strategies for reduction in areas with greatest need. VMT mitigation measures/improvements in equity areas (areas with high percentage of equity population groups) may be prioritized. The prioritization process not only provides greatest return on VMT reductions but also helps by providing access to the needed communities and improving the standard of living for entire community.

The City’s Active Transportation Plan has prioritized active transportation improvements based on the public input. Similarly FAX’s short-range transit plan has identified potential corridors for improved service based on ridership data and knowledge of local needs. LSA will develop the list of prioritized projects/mitigation measures in coordination with the City. Existing prioritization data may be reviewed under SB 743/VMT lens and updated whereas prioritization data will be developed for new projects. As indicated before, multiple data sources, such as Census, CalEnviroScreen, Strava and StreetLight datasets, may be used in the prioritization process. While most of the specified data sources do not incur any costs, datasets such as Streetlight will require purchase of data. LSA will coordinate with the City in case purchase of any datasets is deemed vital to prioritize the projects. For purposes of this scope of work, an approximate cost estimate for purchasing StreetLight data has been included in the cost proposal.

LSA will also use existing data such as pedestrian and bike infrastructure data, potential high activity locations such as schools, shopping centers, hospitals, libraries, high employment centers, and government service centers (courts, Department of Revenue, etc.) in the project prioritization process.

The prioritization process may include considerations such as type of project, its location, and benefit in VMT reduction, implementation costs, and ease of implementation. Close coordination with the City and its various agencies is very important in the prioritization process of the projects. Project stakeholder input can also assist in guiding the prioritization process. A holistic approach to encompass all modes of transportation and surrounding land uses will help in focusing on the mitigation measures that will have the greatest potential.

#### **Deliverables:**

##### **LSA**

- *Prioritized list of selected mitigation measures and documentation of prioritization methodology.*

**City**

- *Input, review and comments.*

**Task 1.5: VMT Mitigation Program Report**

Upon completion of all the subtasks related to VMT Mitigation Program, LSA will develop a draft VMT Mitigation Program Report and submit it to the City and other stakeholders for review. LSA will collect comments from the City and stakeholders and update the document accordingly for the final version of the report. Up to two rounds of revisions are included as part of this scope of work to address City and stakeholder comments. The report will include all the elements of the VMT mitigation measures. As such, the document will include:

- Development of VMT mitigation measures;
- Selection process of the mitigation measures;
- Methodologies and assumptions in the development of mitigation costs;
- Quantification of VMT reductions for mitigation measures; and
- Prioritization process and data sources used in the mitigation measure prioritization process.

The VMT Mitigation Program report will serve as an input for preparation of the Nexus Study.

**Deliverables:****LSA**

- *Draft and final VMT Mitigation Program Report.*

**City**

- *Input, review and comments.*

**Task 2.0: Urban Design Calculator****Task 2.1: Review and Update of the Urban Design Calculator**

The City has developed an “URBAN FORM VMT CALCULATOR” to account for the project design elements and elements surrounding the project that can contribute to a reduction in VMT. The calculator addresses VMT reductions associated with several physical design and planning issues and might help in partially or completely offsetting the VMT impacts from the project. LSA will review the calculator and provide feedback on the quantification of VMT reductions associated with the current measures in the tool.

Similar to other VMT mitigation measures, the relationship between the project design features and VMT reductions is based on data from across the state. Use of elasticities for such measures in similar settings across the state is acceptable for application in the City. However, LSA proposes that the City collect data from existing or approved developments that include these design elements so that the elasticities specifically applicable to the City can be developed/refined. The data collection

will also serve as substantial evidence on efficacy of these measures. The data collection will also be helpful in the periodic update of the calculator.

**Deliverables:**

**LSA**

- *Review and update of City's Urban Design Calculator.*

**City**

- *Input and review.*

**Task 3.0: Nexus Study**

*Task 3.1: Development of Nexus for the Mitigation Measures*

A development impact fee is an exaction, outside of a tax or special assessment, imposed by a local governmental agency on new development as a precondition in the development application process. These fees have the sole purpose of defraying all or a portion of the cost of public facilities directly related to the development project (Government Code § 66000(b)). The legal requirements for enactment of a development impact fee program are set forth in Government Code §§ 66000–66025 (also referred to as the “Mitigation Fee Act”), many of which were adopted as part of AB 1600 and thus are often referred to as “AB 1600 requirements.”

Pursuant to the Mitigation Fee Act, in addition to the findings supporting the adoption of impact fees identified in the impact fee ordinance, each implementing resolution shall include the following:

1. Identify the purpose of the fee by identifying the estimated types and quantities of development projects subject to the fee, and the public facility category to be funded by the fees.
2. Identify the use of the fee by identifying the specified public facilities to be funded by the fees.
3. Determine how there is a reasonable relationship between the City's use of the fee and the types of development projects on which the fee is to be imposed by demonstrating how the development projects will benefit from the specified public facilities to be funded by the fees.
4. Determine how there is a reasonable relationship between the need for the specified public facilities and the types of development projects on which the fee is to be imposed, by demonstrating how the development projects create a demand for the construction of the specified public facilities to be funded by the fees.
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the specified public facility attributable to the development projects on which the fee is to be imposed. This shall include two elements:
  - a) A quantification of the estimated reasonable cost of providing the specified public facility, which may include the estimated costs of land acquisition, design, construction, construction administration, general administration (including establishment and enforcement) of the fee program, and contingencies; and

- b) An identification of the method by which the City quantifies the proportionate responsibility of each development project for the cost of the specified public facilities, which may be satisfied by establishing a formula that reasonably quantifies the proportionate responsibility of various types of development projects using standardized units of measurement. (Ord. 2463 § 1, 6-4-02. 1990 Code § 8-9103)

In addition, a city cannot require new development to pay for existing deficiencies.

The purpose of this report will be to identify improvements subject to the development impact fee, identify the costs of improvements, and establish a fee per unit of development to be used to implement active transportation and transit improvements to offset and mitigate project-related VMT impacts. This report will demonstrate that all fee components comply with the Mitigation Fee Act. The assumptions, methodologies, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be levied are going to be included as part of the Nexus Study.

#### **Deliverables:**

##### **LSA**

- *Development of Nexus for identified mitigation measures and costs.*

##### **City**

- *Input and review.*

#### **Task 3.2: Development of VMT Mitigation Fees**

LSA will utilize costs associated with the selected mitigation measures as determined under the Task 1.3. LSA will use the nexus established in the above tasks to develop the relationship between the excess VMT in the City, excess VMT that can be offset by the proposed mitigation measures, and the total costs of the mitigation measures to develop the mitigation fees for the City. The VMT mitigation fees will be normalized by the total VMT reduction to develop a unit mitigation fee. For example, the mitigation fee may be the cost to mitigate one vehicle mile traveled.

#### **Deliverables:**

##### **LSA**

- *Development of mitigation fees based on the Nexus and costs for identified mitigation measures.*

##### **City**

- *Input, review and comments.*

#### **Task 3.3: Nexus Study Report**

LSA will develop a draft Nexus Study Report for City and Stakeholder review. The Nexus Study will include technical details on the estimation of various cost components for the mitigation measures and their efficacy on VMT reductions.

The development of the Nexus Study will comply and be consistent with the requisite statutory findings contained in § 66001 of the Mitigation Fee Act by identifying the purpose of the fee, how the fee is being utilized, and demonstration of mitigation measure feasibility and effectiveness. The Nexus Study will provide justification and nexus between anticipated VMT growth and proposed mitigation measures, costs, and fees.

LSA will finalize and submit the Nexus Study Report after addressing the comments from the City and Stakeholders.

**Deliverables:**

**LSA**

- *Draft and final Nexus Study Report.*

**City**

- *Input, review and comments.*

**Task 4.0: Stakeholder Outreach**

*Task 4.1: Project Branding*

LSA will develop a program name and logo for the project. LSA believes project branding is important in the immediate identification and exposure of the project. The logo and branding should portray the intent of the establishing VMT mitigation fees (e.g., promote active transportation, reduce GHG emissions, improve quality of life, and provide transportation choices).

The project branding can be used in the various public/stakeholder outreach materials such as webpage, social media platforms, project notices, handouts, and factsheets. LSA will coordinate with the City in the development of materials for project branding.

**Deliverables:**

**LSA**

- *Project branding (program name and logo).*

**City**

- *Input, review and comments.*
- *Materials for stakeholder outreach such as project webpage, and project factsheets.*

*Task 4.2: Stakeholder Engagement*

The initial information included in the project website would provide general information to introduce the program, including an overview of the VMT Mitigation Fee program, Nexus Study requirements, and how the program fits and aligns to the City's Active Transportation Plan, Greenhouse Gas Emission Reduction Plan, and Affordable Housing Plan. As the project progresses, insights gained in the stakeholder outreach program and results from the VMT Mitigation Fee program analysis materials will be uploaded gradually.

Creation of a mitigation fee program based on VMT is a relatively new concept compared to other existing fee programs and corresponding nexus studies. In order to implement such a fee program within the City successfully, the process must include multiple tools and ways to engage and solicit input actively and also involve multiple stakeholders, including developers, public officials, environmental consultants, and other interested parties.

LSA firmly believes that the feedback from stakeholder engagement is crucial to refining the fee program and Nexus Study. LSA understands that the stakeholder involvement process should:

- Reach throughout the City to different areas and different stakeholder groups;
- Provide many ways for stakeholders to participate (e.g., in person, over the phone, and online);
- Make stakeholder involvement matter;
- Capitalize on existing relationships and information channels in the region;
- Evaluate progress on an ongoing basis; and
- Comply with City practices and procedures.

For purposes of this scope of work, up to two online stakeholder outreach meetings/workshops will be organized. The stakeholder group will be represented by local developers, development advisory boards, realtors and businesses, neighborhood groups, elected officials, and individuals. Special attention should be paid to ensure issues of equity are addressed by including outreach to low-income populations, differently abled citizens, and equity advisory groups.

During the development of SB 743 Guidelines for the City and FCOG, LSA successfully conducted monthly stakeholders meetings with the jurisdictions' representatives and other interested stakeholders. By virtue of working on these projects LSA is extremely familiar with the concerns of several stakeholders. LSA will utilize this knowledge in the community engagement process for this project to address the potential concerns of stakeholders and general citizens.

#### **Deliverables:**

##### **LSA**

- *Two stakeholder meetings.*

#### **Task 5.0: Planning Commission and City Council Meeting**

LSA will attend a City Council workshop to discuss the VMT Mitigation Program. The feedback received from the Council will be utilized to update the VMT Mitigation Program and the subsequent Nexus Study. Additionally, LSA will attend up to two public meetings (one Planning Commission and one City Council meeting) for presentation of the VMT Mitigation Fee Program and Nexus Study. LSA can either conduct the presentation or provide assistance to City Staff during these public meetings. LSA will create presentation materials to support the proposed Implementation Strategy. This may include a PowerPoint presentation, boards, or handouts.

**Deliverables:****LSA**

- *One City Council Workshop.*
- *Attendance and presentation of VMT Mitigation Fee Program and Nexus Study for two meetings.*

**PROJECT SCHEDULE**

Based on the above-described scope of work and discussion with the City, LSA has prepared a tentative schedule for the project that is included as Attachment A.

**PROJECT COST**

A detailed cost estimate for the project is included as Attachment B.

It should be noted that, through the course of further coordination with City staff, preparing the analysis, and City staff review, City staff may request additional analysis not anticipated in this scope of work. Such requests would constitute additional, out-of-scope services and may affect the budget and schedule identified in this proposal.

Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact me at (951) 781-9310. We look forward to working with you and to the successful completion of this project.

Sincerely,

**LSA ASSOCIATES, INC.**

Ambarish Mukherjee, P.E., AICP  
Principal

Attachments: A: Project Schedule  
B: Project Cost Estimate  
C: Exhibits A-J of Proposal SOQ

## Attachment A: Project Schedule

PROJECT SCHEDULE

Tasks	Year	2021																								2022												
	Month	July		August					September				October				November				December				January				February				March					
	Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	26	27	28	29	30	31	32	33	34	35	36
TASK 0: PROJECT MANAGEMENT		★		★		★		★		★		★		★		★		★		★		★		★		★		★		★		★		★		★		★
TASK 1: VMT MITIGATION PROGRAM																																						
1.1: IDENTIFICATION OF APPLICABLE MITIGATION MEASURES																																						
1.2: QUANTIFICATION OF MITIGATION MEASURES																																						
1.3: DEVELOPMENT OF COST ESTIMATES FOR THE MITIGATION MEASURES																																						
1.4: PRIORITIZATION OF MITIGATION MEASURES																																						
1.5: VMT MITIGATION PROGRAM REPORT																																						
TASK 2: URBAN DESIGN CALCULATOR																																						
2.1: REVIEW AND UPDATE OF THE URBAN DESIGN CALCULATOR																																						
TASK 3: NEXUS STUDY																																						
3.1: DEVELOPMENT OF NEXUS FOR THE MITIGATION MEASURES																																						
3.2: DEVELOPMENT OF VMT MITIGATION FEES																																						
3.3: NEXUS STUDY REPORT																																						
TASK 4: STAKEHOLDER OUTREACH																																						
4.1: PROJECT BRANDING																																						
4.2: STAKEHOLDER ENGAGEMENT																																						
TASK 5: PLANNING COMMISSION AND CITY COUNCIL MEETING																																						

- ★ Kick-Off Meeting
- ★ Biweekly Project Meetings
- ★ Stakeholders Meeting
- ★ Draft Deliverable
- ★ Final Deliverable
- City Council Workshop
- ★ Planning Commission/City Council Meetings



## Attachment B: Project Cost Estimate

[illegible]

**Attachment C: Exhibits A-J of Proposal SOQ**

**EXHIBIT A**

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


**REQUEST FOR PROPOSAL FOR PROJECT SERVICES RELATED TO VEHICLE MILES  
TRAVELED MITIGATION PROGRAM AND RELATED ENVIRONMENTAL ANALYSIS**

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

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

☒ **ACCEPT**  
☐ **DO NOT ACCEPT**

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

  
\_\_\_\_\_  
Signature of Authorized Person

Mike Trotta, CEO  
\_\_\_\_\_  
Type or Print Name of Authorized Person

## EXHIBIT B

### DISADVANTAGED BUSINESS ENTERPRISES (DBE) LISTING AND COST PROPOSAL

Proposers are advised that, as required by federal law, the City is required to report Federal Transit Administration on DBE participation for all Federal-aid contracts each year so the attainment efforts may be evaluated. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 13%

On the following page (Consultant Proposal DBE Commitment) , list all Disadvantaged Business Enterprises including, without limitation, DBE's that will perform any portion of the work or provide any products for this project, even if the dollar amount of the work the DBE will perform is less than one half ( $\frac{1}{2}$ ) of one percent (1%) of the total bid amount.

The Agency has established a DBE goal for this Contract of 0%.

#### 1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

#### 2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

#### 3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

#### 4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

#### 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#).
  - 1. Click on the link titled "Access the DBE Query Form"
  - 2. Click on "Start DBE Firms Query" link

#### 6. Materials or supplies purchased from **DBEs** count towards the **DBE** goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or

maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.


## Consultant Proposal DBE Commitment

1. Local Agency: City of Fresno 2. Contract DBE Goal: 0%

3. Project Description: VMT Program and Related Environmental Services

4. Project Location: Fresno, California

5. Consultant's Name: LSA Associates, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b> <b>0 %</b>	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 21. Local Agency Representative's _____   23. Local Agency Representative's _____   25. Local Agency Representative's Title _____ </div> <div style="width: 45%;"> 22. Date _____   24. Phone _____ </div> </div>			
		<div style="text-align: center;">   12. Preparer's Signature      13. Date <u>6/9/21</u>   <u>Mike Trotta</u>      (949) 553-0666  14. Preparer's      15. Phone  CEO  16. Preparer's Title </div>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

### CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

### LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.

**23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.

**24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.

**25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

## EXHIBIT C

### DEBARMENT AND SUSPENSION CERTIFICATION

Contractor and all subcontractors shall meet debarment, suspension, ineligibility, and voluntary exclusion requirements pursuant to Executive Order 12549. See Section 2 of Division III, Federal Requirements, of these Specifications. A list of excluded parties may be found at the following website: <https://sam.gov/SAM/pages/public/searchRecords/search.jsf>

Contractor shall return with its Proposal **this form**.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

**The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.**

## EXHIBIT D

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Proposer hereby certifies under penalty of perjury under the laws of the state of California that he/she has   X  , has not       , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by proposers and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**The above Equal Employment Opportunity Certification is part of the Proposal. Signing this Proposal on the signature page thereof shall also constitute signature of this Equal Employment Opportunity Certification.**

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

**EXHIBIT E**  
**NONLOBBYING CERTIFICATION**  
**LOBBY RESTRICTIONS**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)


The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, LSA Associates, Inc. (LSA), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

 <hr/> Mike Trotta, CEO	Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official
<hr/> 6/9/21	<hr/> Date

**EXHIBIT F  
NONDISCRIMINATION CLAUSE**

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, age (over 40) or denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR  
SUBCONTRACTOR NAME: LSA Associates, Inc. (LSA)

CERTIFIED BY:

NAME: Mike Trotta TITLE: CEO

SIGNATURE:  DATE: 6/9/21

**EXHIBIT G**  
**NONCOLLUSION DECLARATION**  
**Public Contract Code section 7106**

The undersigned declares:

I am the CEO of LSA Associates, Inc. (LSA),  
 Title of Authorized Person Bidding Firm

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true

and correct and that this declaration is executed on 6/9, at Carlsbad, CA.  
 Date City State

\_\_\_\_\_  
 Signature of Authorized Person

Mike Trotta

\_\_\_\_\_  
 Print Name of Authorized Person

**The above Noncollusion Declaration is part of the Bid Proposal.**

Bidders are cautioned that making a false declaration may subject the certifier to criminal prosecution.

**EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3****ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant LSA Associates, Inc.

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 06/28/2021**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal in Charge*	Tony Petros	122	\$88.94	\$10,850.68
Project Manager*	Ambarish Mukherjee	286	\$65.45	\$18,718.70
Associate	Michael Hendrix	17	\$72.65	\$1,235.05
Associate	Kyle Simpson	10	\$52.24	\$522.40
Senior Transportation Engineer	Ravi Palakurthy	274	\$60.00	\$16,440.00
Transportation Planner	Deepnath Majumder	246	\$35.23	\$8,666.58
Transportation Planner	Debmalya Sinha	196	\$34.17	\$6,697.32
Transportation Engineer	Bill Zhou	248	\$32.49	\$8,057.52
Assistant Transportation Engineer	Pratiik Malik	256	\$31.20	\$7,987.20
Senior Editor	Steve Dong	9	\$35.98	\$323.82

**LABOR COSTS**

Total Hours: 1664

a) Subtotal Direct Labor Costs

\$79,499.27

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$79,499.27****INDIRECT COSTS**d) Fringe Benefits (Rate: 81.40% )e) Total Fringe Benefits [(c) x (d)] **\$64,712.41**f) Overhead & G&A (Rate: 129.24% )g) Overhead [(c) x (f)] **\$102,744.86**h) General and Administrative (Rate: 0.00% )i) Gen & Admin [(c) x (h)] **\$0.00**j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$167,457.26****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee** 10.00% ]**\$24,695.65****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Lodging	4	Nights	\$200.00	\$800.00
Meals	8	Cost	\$50.00	\$400.00
Reproduction (8.5 x 11 Color)	500	Per Page	\$0.40	\$200.00
Mileage (on-road)	1032	Miles	\$0.56	\$577.92

l) **TOTAL OTHER DIRECT COSTS** **\$1,977.92****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: Harris &amp; Associates

\$10,000.00

Subconsultant 2: StreetLight (Vendor)

\$15,000.00

Subconsultant 3:

\$0.00

Subconsultant 4:

\$0.00

**\$25,000.00**m) **TOTAL SUBCONSULTANTS' COSTS**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$26,977.92****TOTAL COST [(c) + (j) + (k) + (n)]** **\$298,630.11**

**EXHIBIT 10-H COST PROPOSAL PAGE 2 OF 3****ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$79,499.27	1,664.00	=	\$47.78	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$47.78	+	5%	=	\$50.16	Year 2 Avg Hourly Rate
Year 2	\$50.16	+	5%	=	\$52.67	Year 3 Avg Hourly Rate
Year 3	\$52.67	+	5%	=	\$55.31	Year 4 Avg Hourly Rate
Year 4	\$55.31	+	5%	=	\$58.07	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	1664.0	=	1664.0	Estimated Hours Year 1
Year 2	0.00%	*	1664.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1664.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1664.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1664.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1664.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$47.78	*	1664.0	=	\$79,499.27	Estimated Hours Year 1
Year 2	\$50.16	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$52.67	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$55.31	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$58.07	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$79,499.27	
Direct Labor Subtotal before Escalation				=	\$79,499.27	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

4. Calculations for anticipated salary escalation must be provided.

**EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3****Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Tony Petros

Title\*: President

Signature: *Tony Petros*

Date of Certification (mm/dd/yyyy): 06/28/2021

Email: tony.petros@lsa.net

Phone Number: (949) 553-0666 Ext. 7268

Address: 20 Executive Park, Suite 200, Irvine, CA 92614

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Transportation, Environmental Analysis, and Green House Gas Analysis

\*LSA signs this form in acknowledgment that a detailed cost breakdown will be provided upon selection\*

## EXHIBIT I

### CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

#### Consultant's Full Legal Name:

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

#### Indirect Cost Rate:

Combined Rate \_\_\_\_\_ % **OR**

Home Office Rate \_\_\_\_\_ % and Field Office Rate (if applicable) \_\_\_\_\_ %

Facilities Capital Cost of Money \_\_\_\_\_ % (if applicable)

**Fiscal period \*** \_\_\_\_\_

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

#### **Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\)](#); [48 CFR Part 31.201-2\(d\)](#); [23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;
- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;

- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

#### Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

#### **All A&E Contract Information:**

- Total participation amount \$\_\_\_\_\_ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is\_\_\_\_\_.
- Years of consultant's experience with 48 CFR Part 31 is\_\_\_\_\_.
- Audit history of the consultant's current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

**Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit I forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-I form is accepted and approved by Caltrans Audits and Investigations.**

Name\*\*: Mike Trotta \_\_\_\_\_

Title\*\*: CEO \_\_\_\_\_

Signature:  \_\_\_\_\_

Date of Certification (mm/dd/yyyy): 06/04/2021 \_\_\_\_\_

Email\*\*: Mike.Trotta@lsa.net \_\_\_\_\_

Phone Number\*\*: 760-931-5471 \_\_\_\_\_

## EXHIBIT J SIGNATURE PAGE

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing statements, and those contained herein are true and correct.

**PROPOSAL SUBMITTED BY:**

(Please follow the instructions for each line, as explained below.)

(1) LSA Associates, Inc. (LSA) (951) 781-9310 (951) 781-4277  
Proposing Firm Phone Fax

(2) ☒ Corp: State of Incorporation: California


☐ Individual

☐ Partner

☐ Other:

(3) 1500 Iowa Avenue, Suite 200  
Business Address

Riverside CA 92507  
City State Zip Code

(4) By:   
Signature of Authorized Person

Mike Trotta, CEO  
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: 94-2341614 Date: 6/9/21

### INSTRUCTIONS FOR SIGNATURE PAGE

LINE 1: The name of the Proposer must be the same as that under which a license is issued, if a license is required. If the Proposer is a corporation, enter the exact name of the corporation under which it is incorporated; if Proposer is an individual, enter name; if Proposer is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Proposal and any Contract awarded thereunder are to be addressed.

- LINE 4: (a) If the Proposer is a corporation, the Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign Contracts (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes.
- (b) If Proposer is an individual, he/she must sign the Proposal, or if the Proposal is signed by an employee or agent on behalf of the Proposer, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the bids or must be submitted with the Proposal.
- (c) If the Proposer is a partnership, the Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.
- (d) If the Proposer is a joint venture, the Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and (c) above apply respectively.

Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

<u>NAME</u>	<u>ADDRESS</u>
N/A	

NOTE: All addresses must be complete with street number, City, State and Zip Code.



Planning and Development - (559) 621-8003 - www.fresno.gov  
 2600 Fresno St, Room 3065  
 Fresno, California 93721-3622

Planning and Development  
 Jennifer Clark, Director

**ADDENDUM NO. 1**  
**Project Services Related to Vehicle Miles Traveled Mitigation**  
**Program and Related Environmental Analysis**  
**RFQ #10034**

**NOTICE TO ALL BIDDERS**

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **June 9, 2021 5:00 P.M.**

All changes and or clarifications will appear in **bold underlined type.**

1. QUESTION: In section 6 of the RFQ (Response Package Requirements) it states that we must include executed exhibits A-J in item number 7 of our SOQ. Do these exhibits/forms count towards the 20-page limit, or may we include these exhibits in an Appendix, and therefore they do not count towards the page limit?  
**ANSWER: These exhibits are regulatory and will not count toward the 20-page limit. Please include as an appendix.**
2. QUESTION: Does the Cover page count towards the 20-page limit? The RFQ only states cover letter and TOC.  
**ANSWER: No, it will not.**
3. QUESTION: Does the 10H-1, (included in exhibits A-J) need to be filled in and completed, or just signed and acknowledged that the top three firms will provide a detailed cost breakdown upon selection?  
**ANSWER: At this time, please just sign indicating a detailed cost breakdown will be provided upon selection.**
4. QUESTION: Does this SOQ require an organization chart, per section 3b of the SOQ? Or will the resume summaries suffice?  
**ANSWER: Resume summaries will suffice.**
5. QUESTION: Do firms need to include copies of the work products for the three relevant projects, per section 3b. of the SOQ? And if so, may we provide them in an appendix (as to not count toward the page limit)?  
**ANSWER: Summaries in an appendix can be provided.**
6. QUESTION: Can we provide three references in total (in which all team members have worked with on related projects) or do we need three reference per each individual team member in section 3 of our SOQ? (reference section 3a of the RFQ).  
**ANSWER: Three total.**
7. QUESTION: Do subconsultants need to provide copies of their work products for featured projects as well?  
**ANSWER: Please provide a brief summary or bullet list.**
8. QUESTION: Do subconsultants need to complete exhibits A-J as well?  
**ANSWER: No.**
9. QUESTION: What is the allocated budget for this project?  
**ANSWER: Currently, no budget has been identified.**
10. QUESTION: The RFQ also states the following:
  - a. 3. References – Provide: a. At least three (3) references each (names, emails, and current phone numbers) from recent work (previous three years) similar to the subject project for the key project staff members. Include a brief description of the projects associated with the reference, and the role of the respective team member on that project; and
  - b. b. A description of at least three (3) relevant projects performed by each firm included in the Consultant team. Projects included must emphasize services performed similar to those

requested in this RFQ. Each project description shall include client reference (name, affiliation, current phone number and email address), a list of any team members shown in Item 3, Organization Chart who worked on the project and a copy of the work product from that project.

While LSA doesn't have any direct experience on the above stated criteria, we have worked extensively with Fresno COG staff to identify what may be applicable to the region. Additionally, we have explored project specific VMT mitigation measures in a few jurisdictions. Will that count as sufficient experience/qualifications?

**ANSWER: Please provide experience you feel relate to the project subject matter. The consultant selection committee will evaluate your past project history, including the regional efforts, if they are included in your submission.**

City of Fresno

*Summer Rooks*

SUMMER ROOKS  
Project Manager

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed  \_\_\_\_\_

Company: LSA Associates, Inc. (LSA)

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 1  
June 3, 2021

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the 20<sup>th</sup> day of December 2022, between the City of Fresno, a California municipal corporation (City), and LSA Associates, a California Corporation., (Consultant).

### **RECITALS**

WHEREAS, the City and the Consultant entered into an agreement on August 19, 2021 (Agreement) to provide professional environmental planning and consulting services for the Vehicle Miles Traveled Mitigation Program (Project); and

WHEREAS, the City and the Consultant desire to extend the Agreement to June 30, 2023, to complete the Project; and

WHEREAS, with entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

### **AGREEMENT**


NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. The Agreement is extended to June 30, 2023.
3. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on August 19, 2021, remains in full force and effect.

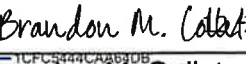
[Signatures follow on the next page.]

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

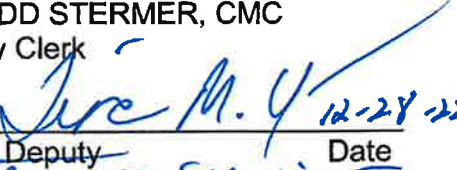
CITY OF FRESNO,  
A California municipal corporation

DocuSigned by:  
 12/28/2022  
By: 7468A2809E1A4D5  
Jennifer K. Clark, AICP  
Director, Planning and  
Development

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

DocuSigned by:  
 12/28/2022  
By: 1CFC5444CA263DB  
Brandon M. Collet  
Supervising Deputy  
City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk


By:  12-28-22  
Deputy  
Records Supervisor

Addresses:  
CITY:  
City of Fresno  
Attention: Dalton L Bennett Jr.,  
Projects Administrator,  
Planning and Development Department  
2600 Fresno Street, Suite 3065  
Fresno, CA 93721  
Telephone No: (559) 621- 8039  
Email: [dalton.bennett@fresno.gov](mailto:dalton.bennett@fresno.gov)

LSA Associates,  
A California Corporation

DocuSigned by:  
 12/23/2022  
By: 8704813CCB4F47F...  
Name: Tony Petros

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

DocuSigned by:  
 12/28/2022  
By: 230EF50A78D04B4...  
Name: Justin Cary

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

REVIEWED BY:

  
Dalton L. Bennett Jr.

CONSULTANT:  
LSA Associates  
Attention: Tony Petros,  
President  
20 Executive Park, Suite 200  
Irvine, CA 92614  
Telephone No. (949) 553-0666  
Email:

## **SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into effective the 21st of June 2023, between the City of Fresno, a California municipal corporation (City), and LSA Associates, a California corporation (Consultant).

### **RECITALS**

WHEREAS, the City and the Consultant entered into an agreement on October 12, 2021 (Agreement), to provide professional environmental planning and consulting services for the Vehicle Miles Traveled Mitigation Program (Project); and

WHEREAS, City and Consultant entered into First Amendment, dated December 28, 2022; and

WHEREAS, City and Consultant desire to increase the scope of work by requiring additional services beyond those services referred in the Project, increasing Consultant's total compensation by \$151,595 and to extend the contract term to December 31, 2024; and

WHEREAS, with entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

### **AGREEMENT**

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Amendment are incorporated and made a part of this Amendment.

2. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$151,595 for a total contract value of \$450,225.11.

3. The term of the Agreement shall be extended to December 31, 2024.

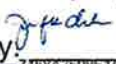
4. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions 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 Amendment, shall be null and void.

5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on October 12, 2021, and amended on December 28, 2022, remain in full force and effect.

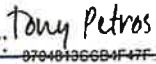
[Signatures follow on the next page.]

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

CITY OF FRESNO,  
A California municipal corporation


DocuSigned by:  
By:  7/12/2023  
7468A2609E1A40F  
Jennifer K. Clark,  
Director, Planning & Development

LSA Associates,  
Incorporated

DocuSigned by:  
By:  7/6/2023  
8704813CGB4F47F  
Name: Tony Petros

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

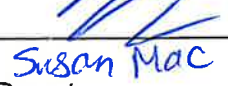
APPROVED AS TO FORM:  
ANDREW JANZ

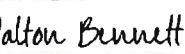
City Attorney  
DocuSigned by:  
By:  7/7/2023  
7CFC344CA404DB  
Brandon M. Collet Date  
Supervising Deputy City Attorney

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

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

ATTEST:  
TODD STERMER, CMC  
City Clerk

By:  7-28-2023  
Susan Mac  
Deputy

REVIEWED BY:  
DocuSigned by:  
 7/12/2023  
AFLD51813B09B879  
Dalton Bennett, Project Administrator

Addresses:

CITY:  
City of Fresno  
Attention: Nadia Salinas  
Project Manger  
2600 Fresno St  
Fresno, CA 93721  
Phone: (559) 621-8150  
Email: Nadia.Salinas@fresno.gov

CONSULTANT:

LSA Associates, Inc.  
Attention: Tony Petros  
CEO  
3210 El Camino Real, Suite 100  
Irvine, CA 92602  
Phone: (949) 553-0666  
Email: Tony.Petros@lsa.net

Attachment:

1. Exhibit A – Scope of Services

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

**LSA ASSOCIATES, INC.**  
a California Corporation

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

**SIGNING AUTHORITY**

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

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

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

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

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

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

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

#### AUTHORIZING RESOLUTIONS

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

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

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

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

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

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


*[Remainder of Page Intentionally Left Blank]*


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

**BOARD:**

  
\_\_\_\_\_  
Anthony Petros


  
\_\_\_\_\_  
Dan Airola

  
\_\_\_\_\_  
Blake Selna

  
\_\_\_\_\_  
J.T. Stephens

  
\_\_\_\_\_  
Doug Frost

  
\_\_\_\_\_  
Ken Howe

  
\_\_\_\_\_  
Ambarish Mukherjee



## EXHIBIT A

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

June 6, 2023

Sophia Pagoulatos  
Planning Manager  
Planning and Development Department  
City of Fresno  
2600 Fresno Street, Room 3065  
Fresno, CA 93721

Subject: Proposal to Prepare an Environmental Impact Report for the Vehicle Miles Traveled Mitigation Program

Dear Ms. Pagoulatos:

LSA is pleased to submit this proposed scope, schedule, and budget to prepare an Environmental Impact Report (EIR) for the City of Fresno (City) to assess the potential environmental impacts associated with implementing the Vehicle Miles Traveled (VMT) Mitigation Program (herein referred to as the "proposed Project.")

The preparation of the materials and templates will be staffed by **Ashley Davis, Principal**, who will oversee the project, and **Kyle Simpson, Principal**, who will manage the project and prepare the text updates. **Amy Fischer, President**, will also review and provide input on project deliverables.

### SCOPE OF WORK

LSA will utilize the City's General Plan Program Environmental Impact Report (PEIR) to program an EIR for the VMT Mitigation Program. The following provides a description of the tasks that LSA will complete.

#### TASK 1: PROJECT KICKOFF, DATA COLLECTION, AND BACKGROUND INFORMATION

Following issuance of the authorization to proceed, LSA will begin compiling background information and coordinating with the City to hold a kickoff meeting, as described below.

##### *1.1: Project Initiation*

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

- **Lead a discussion** regarding overall project administration, communications, invoicing procedures, and general protocols.
- **Confirm the proposed scope of work and expectations** for use of any previously prepared technical materials or other background materials that may be available.
- **Discuss the significance criteria** for each topic to be addressed in the EIR.
- **Gather relevant information** and data if there is information LSA has not yet received.

- **Discuss the City's desired schedule for the review process.** Items to discuss include project planning, coordination, and schedule, including establishing target dates for issuance of the Notice of Preparation (NOP), the Scoping Meeting, and release of the Draft EIR.

Following the Kickoff Meeting, LSA will provide a summary memorandum to the City.

**Deliverable:**

- Kick-off Meeting Summary Memorandum (Adobe Portable Document Format [PDF])

## **TASK 2: NOTICE OF PREPARATION AND SCOPING MEETING**

### *2.1: Notice of Preparation*

LSA will prepare a draft NOP and Notice of Completion (NOC) in accordance with the requirements of CEQA. Project information will include all available details of the proposed Project. Following review of the NOP and NOC by City staff, LSA will prepare a final NOP for distribution by City staff. LSA will be responsible for submitting the NOP and NOC to the State Clearinghouse. City staff will be responsible for all local notices, including newspaper and, Planning Commission and City Council noticing.

### *2.2: Scoping Meeting*

LSA will participate in a public EIR scoping meeting. LSA will develop materials, including handouts that may include an overview of the objectives of CEQA, the EIR process and schedule, and the topics to be addressed in the EIR. It is assumed that LSA will make a short presentation at the scoping meeting that outlines the proposed Project's environmental review requirements and process. LSA will provide to the City a written summary outlining the key issues and topics related to the environmental review. The City will be responsible for meeting logistics, such as location, time, day, and refreshments (if any).

Following the 30-day comment period on the NOP, LSA will review all comments, recommend any needed changes to the proposed scope of work, and ensure that all submitted concerns are adequately covered by the EIR.

### *2.3: Scope of Work Refinement*

It may be necessary to refine the work program in accordance with comments received on the NOP. Upon receipt and review of all of the comments on the NOP, and taking into consideration comments heard at the scoping meeting, LSA will work with City staff to refine the scope of work and budget, if necessary, to address any environmental issues that are not yet adequately addressed in this work program.

**Deliverables:**

- Draft NOP (MS Word format and PDF)
- Final NOP (MS Word format and PDF)
- Draft NOC (MS Word format)
- Scoping Meeting Minutes Memorandum
- State Clearinghouse submittal
- Scoping Meeting PowerPoint Presentation (PowerPoint format)

### TASK 3: PROJECT DESCRIPTION AND ALTERNATIVES

LSA will work closely with City staff to develop a Project Description for the EIR, as described below.

#### 3.1: Project Description

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

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

#### Deliverables:

- Draft Project Description (MS Word format and PDF)
- Final Project Description (MS Word format and PDF)

### TASK 4: ADMINISTRATIVE DRAFT ENVIRONMENTAL IMPACT REPORT

Consistent with Appendix G of the CEQA Guidelines, LSA will conduct an analysis of the proposed Project's potential environmental impacts in the following resource topic areas:

- |                                      |                                 |
|--------------------------------------|---------------------------------|
| • Aesthetics                         | • Land Use and Planning         |
| • Agriculture and Forestry Resources | • Mineral Resources             |
| • Air Quality                        | • Noise                         |
| • Biological Resources               | • Population and Housing        |
| • Cultural Resources                 | • Public Services               |
| • Energy                             | • Recreation                    |
| • Geology and Soils                  | • Transportation                |
| • GHG Emissions                      | • Tribal Cultural Resources     |
| • Hazards and Hazardous Materials    | • Utilities and Service Systems |
| • Hydrology and Water Quality        | • Wildfire                      |

Analysis included in the General Plan PEIR will be incorporated into the sections of applicable resource topic areas. The setting section for each topic will describe the current conditions, which form the baseline for the analysis. Each impact analysis will evaluate the potential environmental effects resulting from implementation proposed Project, and feasible mitigation measures will be identified as necessary.

Each topical section will also include a discussion of cumulative impacts. The analysis of cumulative effects will address the potential impacts associated with the proposed Project in conjunction with

other projects that are under construction, approved, or reasonably foreseeable. The preferred methodology for conducting the cumulative impacts analysis will be developed and agreed upon during the early stages of the EIR preparation. The EIR will cover the topics listed above, and the following key topic areas will include detailed technical analysis.

#### *Alternatives Development*

The LSA Team will identify and evaluate up to three alternatives to the proposed Project, one of which will be the CEQA-required No Project Alternative. LSA will work with City staff to develop the project alternatives that would reduce potential environmental impacts.

According to the CEQA Guidelines, alternatives can be evaluated in less detail than the proposed Project, and the discussion for each issue topic will be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide some qualitative conclusions regarding the alternatives. A summary table will be included in this section that identifies the level of significance of each environmental topic for each alternative as compared to implementation of the proposed Project. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

#### **Deliverable:**

- Administrative Draft EIR (MS Word format and PDF)

#### **TASK 5: SCREENCHECK DRAFT ENVIRONMENTAL IMPACT REPORT**

Following receipt of one set of consolidated and reconciled comments from the City on the Administrative Draft EIR, LSA will amend the Administrative Draft EIR and prepare a Screencheck Draft EIR to be reviewed by City staff. One digital version (MS Word format and PDF) of the Screencheck Draft will be provided. A PDF compare version in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable. LSA will also provide one printed copy of the Screencheck Draft EIR to the City to review.

#### **Deliverable:**

- Screencheck Draft EIR (MS Word format and PDF)

## **TASK 6: PUBLIC REVIEW DRAFT ENVIRONMENTAL IMPACT REPORT**

Following receipt of one set of consolidated and reconciled comments from the City on the Screencheck Draft EIR, LSA will prepare a Public Review Draft EIR. LSA assumes that comments on the Screencheck Draft EIR will be limited mostly to clarifications, spelling, and other editorial comments, and no major changes to the substantive details of the proposed Project or analysis would occur during this task.

LSA will prepare a draft Notice of Availability (NOA). Project information will include all available details of the proposed Project. Following review of the NOA by City staff, LSA will prepare a final NOA for distribution by City staff. LSA will be responsible for submitting the Draft EIR and NOA to the State Clearinghouse. City staff will be responsible for all local notices, including newspaper submission and noticing for Planning Commission and City Council.

### **Deliverables:**

- Public Review Draft EIR (MS Word format and PDF, 20 printed copies; technical appendices to be included on CD or flash drive attached to each printed copy)
- State Clearinghouse submittal including NOC (PDF)
- Draft Notice of Availability (NOA) (MS Word format and PDF)
- Final NOA (MS Word format and PDF)

## **TASK 7: FINAL ENVIRONMENTAL IMPACT REPORT AND MITIGATION MONITORING AND REPORTING PROGRAM**

Following the CEQA-required public review period of the Public Review Draft EIR, LSA will prepare the Final EIR and Mitigation Monitoring and Reporting Program (MMRP), as described below.

### *7.1: Final Environmental Impact Report*

#### **7.1.1: Administrative Draft Final Environmental Impact Report**

Following the completion of the 45-day public review period of the Public Review Draft EIR, the LSA Team will formulate responses to written comments from the public and public agencies on the Public Draft EIR. The Administrative Draft Final EIR will include: (1) a list of persons, organizations, and public agencies commenting on the Draft EIR; (2) copies of written comments received; (3) responses to environmental comments raised in the review process; and (4) any necessary text, table, or figure changes as an Errata to the Draft EIR. LSA will discuss the best approach to the responses document with the City following the close of the comment period.

Our budget estimate shows the level of professional effort assumed for this task, considering the potential interest that the public might have in the Public Review Draft EIR. Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by project opponents or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget (and/or use of contingency funds) to cover work beyond the assumed level would be needed. LSA will submit one digital version (in MS Word format and PDF) of the Administrative Draft Final EIR for City review.

#### **7.1.2: Screencheck Draft Final Environmental Impact Report**

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

### **7.1.3: Final Environmental Impact Report**

After review by City staff and transmittal of suggested revisions, LSA will amend the Screencheck Draft Final EIR and prepare a final version. LSA will produce up to 20 bound copies. Digital versions will also be prepared in PDF and will be distributed to the City for website posting. It is assumed that the City will be responsible for distribution of the Final EIR to the public and commenting agencies a minimum of 10 days prior to the final public hearing on the EIR. LSA will also provide any additional reference materials in PDF and update the Administrative Record as needed.

### **7.2: Mitigation Monitoring and Reporting Program**

LSA will prepare an MMRP, which will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff.

#### **Deliverables:**

- Administrative Draft Final EIR (MS Word format and PDF)
- Screencheck Final EIR (MS Word format and PDF)
- Final EIR (MS Word format and PDF, 20 printed copies; appendices to be included on CD or flash drive attached to each printed copy)
- Administrative Draft MMRP (MS Word format and PDF)
- Screencheck Draft MMRP (MS Word format and PDF)
- Final MMRP (MS Word format and PDF)

## **TASK 8: STATEMENT OF OVERRIDING CONSIDERATIONS AND FINDINGS OF FACT**

In compliance with CEQA, and based on an existing City template, LSA will prepare a Statement of Overriding Considerations (SOC) and Findings of Fact, as necessary. Due to specific City requirements, this task assumes preparation of an Administrative Draft document, and any refinements will be completed by City staff.

#### **Deliverable:**

- Administrative Draft CEQA Findings of Fact and Statement of Overriding Considerations (MS Word format)

## **TASK 9: PUBLIC HEARINGS**

LSA will attend one Planning Commission hearing and one City Council hearing. Prior to each hearing, LSA will work with City staff to prepare a PowerPoint presentation related to the CEQA portion of the proposed Project. During each hearing, LSA will assist the City in addressing CEQA-related questions or comments as they are received.

## **TASK 10: PROJECT MANAGEMENT AND MEETINGS**

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

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

Ms. Davis, Mr. Simpson, and LSA staff, as appropriate, will be available to meet with the project team to gather information, review progress, discuss project alternatives, review preliminary findings, discuss staff comments, and offer input into any discussions on project modifications. The proposed cost estimate includes attendance by both Ms. Davis (virtually) and Mr. Simpson (in-person) at the project start-up meeting and the NOP scoping meeting(s) as detailed under Task 1. In addition, LSA has budgeted (under this task) for attendance at up to three in-person or teleconference team meetings with the City, the agendas and issues to be determined. In addition, this scope assumes bi-weekly check-in calls during heavy work periods in order to keep the City updated on progress and to resolve any issues that may be identified during LSA's analysis.

## **SCHEDULE**

The work schedule for preparation and completion of the EIR is included as Table 1. LSA expects that this schedule could be adjusted to meet the environmental review objectives of the City, and specific dates will be assigned to the schedule following authorization to proceed.

## **COST ESTIMATE**

For completion of the proposed scope of services set forth in this scope of work, LSA has provided a cost estimate that details tasks by assigned personnel (see Table 2, attached). The budget for preparing the EIR is \$137,795. In addition, LSA has also included an approximate 10 percent contingency amount of \$13,800, which would not be used without written authorization from the City. The contingency budget would be used to address any unforeseen, out-of-scope items. The estimated cost of the LSA team's labor and direct expenses, including the contingency, is \$151,595.

**Table 1: Estimated Schedule**

Milestone	Responsible Party	Duration <sup>1</sup> (Weeks)	Cumulative Weeks
Authorization to Proceed	City	–	–
Project Start-Up Meeting	Project Applicant/ City/LSA	1	1
Draft Project Description <sup>1</sup>	LSA	1	2
Review of Draft Project Description	Project Applicant/ City	1	3
Prepare Draft NOP	LSA	1	4
Review Draft NOP	City	1	5
Prepare/Distribute Public Review NOP	LSA/City	1	6
<i>30-Day Public Scoping Period</i>	–	4	10
Public Scoping Meeting	LSA/City	-	-
Prepare Administrative Draft EIR	LSA	4	14
Review Administrative Draft Focused EIR	City	3	17
Prepare Screencheck Draft Focused EIR	LSA	2	19
Review Screencheck Draft Focused EIR	City	2	21
Prepare Public Review Draft Focused EIR	LSA	1	22
<i>45-Day Public Comment Period</i>	–	6	28
Prepare Administrative Draft Final EIR	LSA	2	30
Review Administrative Draft Final EIR	City	2	32
Prepare Screencheck Draft Final EIR and Draft MMRP	LSA	1	33
Review Screencheck Draft Final EIR and Draft MMRP	City	1	34
Prepare Public Review Final EIR and Final MMRP	LSA	1	35
EIR Certification Hearing(s)	City	>10 days	36

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

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please feel free to contact Kyle at (559) 490-1212 or [kyle.simpson@lsa.net](mailto:kyle.simpson@lsa.net) if you have any questions and/or require additional information.

Sincerely,

**LSA Associates, Inc.**



Ashley Davis  
Principal



Kyle Simpson  
Principal/Project Manager

Attachment:

- Table 2: Cost Estimate



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### **THIRD AMENDMENT TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT (Third Amendment) made and entered into effective upon execution by both parties 21st of November 2024, between the CITY OF FRESNO, a California municipal corporation (City), and LSA Associates, a California corporation (Consultant).

#### **RECITALS**

WHEREAS, the City and the Consultant entered into an Agreement dated October 12, 2021, to provide professional environmental planning and fiscal analysis services for the Vehicle Miles Traveled (VMT) Mitigation Program, (Project); and

WHEREAS, City and Consultant entered into a First Amendment, dated December 28, 2022, to extend the contract to June 30, 2023, at no additional cost; and

WHEREAS, City and Consultant entered into Second Amendment, dated June 21, 2023, to increase the scope of work by requiring additional services beyond those services referenced in the Project, increasing compensation by \$151,595 for a total contract price of \$450,255.11; and

WHEREAS, the City and Consultant now desire to enter into this Third Amendment to extend the term of Agreement period to June 30, 2025, at no additional cost; and

WHEREAS, with entry into this Third Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

#### **AGREEMENT**


NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Third Amendment are incorporated and made a part of the Agreement.
2. City shall extend the agreement to June 30, 2025, allowing additional time to complete the project.
3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Third Amendment is not modified from the original agreement and subsequent amendments.
4. In the event of any conflict between the body of this Third Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Third Amendment 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 Third Amendment, shall be null and void.
5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on October 12, 2021, and amended on December 28, 2022, June 21, 2023, remains in full force and effect.

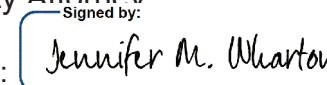
[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

By:  11/25/2024  
4B59C02BA274430...  
Georgenne A. White  
City Manager

APPROVED AS TO FORM:  
ANDREW JANZ

City Attorney  
Signed by:  10/23/2024  
250AD6D4466E467...  
Jennifer M. Wharton Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By:  12/4/2024  
6CA1388820964E3...  
Deputy Date

Addresses:  
CITY:  
City of Fresno  
Attention: Nadia Salinas  
Project Manager  
2600 Fresno Street, Rm. 3065  
Fresno, CA 93721  
Telephone No: (559) 621-8150  
Email: Nadia.Salinas@fresno.gov

LSA Associates,  
Incorporated

DocuSigned by:  
By:   
8704813CCB4F47F...

Name: Tony Petros

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

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

Name: \_\_\_\_\_

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

CONSULTANT:  
LSA Associates, Inc  
Attention: Tony Petros  
CEO  
3210 El Camino Real, Suite 100  
Irvine, CA 92602  
Phone: (949) 553-0666  
Email: Tony.Petros@lsa.net

Exhibit C


DISCLOSURE OF CONFLICT OF INTEREST

[Project Title]  
PROJECT TITLE

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

Explanation: \_\_\_\_\_  
LSA is a subconsultant for Mark Thomas  
and Company, Inc for the Tradeport  
California Site Feasibility Study  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Additional page(s) attached.

DocuSigned by: \_\_\_\_\_  
  
S.g. 8704813CCB4F47F...  
10/23/2024  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Tony Petros  
(name)  
\_\_\_\_\_  
LSA Associates Inc  
(company)  
\_\_\_\_\_  
3210 El Camino Real, Suite 100  
(address)  
\_\_\_\_\_  
Irvine, CA 92614  
(city state zip)