

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

THIS AGREEMENT is made and entered into effective the _____ day of _____, 2016, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Ascent Environmental, Inc. (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional Environmental Consulting services for the Fresno General Plan Amendment and Rezone Project, hereinafter referred to as the "Project;" and

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

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

WHEREAS, this Agreement will be administered for CITY by its _____ (hereinafter referred to as "Administrator") or his/her designee.

AGREEMENT

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

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through _____, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed Seventy-Nine Thousand, Eight Hundred and Two Dollars (\$79,802), paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

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

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

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

4. Termination, Remedies and Force Majeure.

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

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

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

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

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

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

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

5. Confidential Information and Ownership of Documents.

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

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

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

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

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

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

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, 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, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors\sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an

executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status,

sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

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

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

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

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

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

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

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

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state,

regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

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

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

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

CITY OF FRESNO,
a California municipal corporation

By: _____
[Name]
[Title]

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

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

By: _____
[City Certifier Name]
[City Certifier Title]

Addresses:

CITY:
City of Fresno
Attention: [Name],
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

Attachments:

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

Ascent Environmental, Inc.,
[Legal Identity]

By: _____
Name: Gary Jacobs
Title: President
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____
Name: Curtis E. Alling
Title: CFO
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

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

CONSULTANT:
Ascent Environmental, Inc.
Attention: Sydney Coatsworth,
Principal
455 Capitol Mall, Suite 300
Sacramento, CA 95814
Phone: 916-444-7301
FAX: 916-444-3927

Exhibit A

SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno (“City”)
and Ascent Environmental, Inc. (“Consultant”)
Fresno General Plan Amendment and Rezone
PROJECT TITLE

Scope of services is provided on the following pages.



June 27, 2016

Jennifer Clark, Director
Development & Resource Management
City of Fresno
2600 Fresno Street, Room 3065
Fresno, CA 93721

**Subject: Proposal for Preparation of an Initial Study
City of Fresno General Plan Amendment and Rezone Project**

Dear Ms. Clark,

Ascent Environmental is pleased to submit this proposal to prepare an Initial Study for the City of Fresno General Plan Amendment (GPA) and Rezone Project. Ascent's work is intended to initiate the California Environmental Quality Act (CEQA) compliance process for the project and assist the City in determining the appropriate level of environmental review.

PROJECT UNDERSTANDING

The GPA and Rezone would change the land use designation of 3,200 acres from Public Facility to Heavy Industrial. The land is within the incorporated City of Fresno, but located in the rural western portion of the city, two-to-three miles from the more highly populated areas. The property supports the existing 180-acre Regional Wastewater Treatment Plant (WWTP) and 1,700 acres of treatment ponds. The remainder includes the Police Training Facility and vacant parcels owned by the City. The project would accommodate relocation of an existing rendering facility, construction of a new energy storage facility, as well as potentially other similar uses. The rendering facility would be moved to a more appropriate locale near the WWTP. The rendering operation and energy storage facility would likely be located near the intersection of W. Jensen Avenue and S. Cornelia Avenue near an existing PG&E facility; the rendering operation would occupy approximately 20 acres just south of the PG&E facility, and the energy storage facility would occupy a larger site south of the PG&E facility. The relocation of the rendering facility would reduce existing nuisance to surrounding land uses from operation of the facility, including from noise, odor, and truck trips. Proposed rendering operations at the relocated facility may be slightly expanded compared to existing operations. It is assumed that any expansion would not be substantial compared to the existing facility size or operation intensity. It is also assumed that the analysis will not need to consider future use for the existing rendering facility site or demolition of existing facilities.

Key issues associated with the project are expected to include land use compatibility; noise; traffic and transportation; agricultural lands and operations; air quality; odors; and greenhouse gas emissions.

SCOPE OF WORK

The following scope of work describes the anticipated activities to be conducted by Ascent to prepare an initial study in accordance with CEQA and the State CEQA Guidelines. As a first step, Ascent would communicate with the City and review any applicable reports, maps, and other written materials to get a full understanding of the GPA and Rezone, its purpose, and the subsequent projects it would facilitate. We would coordinate with the City to define the scope of those potential physical effects, and the substantial evidence upon which conclusions would be based.

EXHIBIT A

Using Appendix G of the State CEQA Guidelines or other City-approved tool, Ascent will prepare the initial study, addressing all applicable elements of the initial study checklist, including checklist responses, supporting narrative, and graphics and tables, as necessary.

Task 1 Project Initiation and Kick-Off Meeting/Site Visit

Ascent will attend a project kick-off meeting and site visit with the City and applicants, as appropriate, to discuss the project history and background, confirm project objectives, discuss areas of controversy and potential response strategies, receive additional project materials, establish communication/review protocols, and determine project schedule. The site visit will allow Ascent staff to identify existing conditions and further identify any constraints on and adjacent to the project area. Ascent will coordinate with the City to establish the agenda. Ascent will review information provided and submit a memo documenting any additional information needs.

Deliverables/Meetings:

- ▶ Kick-off meeting and site visit (includes agenda and notes)
- ▶ Information needs list (PDF)

Task 2 Prepare Initial Study

Using existing information provided by the City and the applicants, as appropriate, and additional resources, Ascent will prepare an Initial Study for the project. Information from the recently prepared City of Fresno General Plan and Development Code Update Master Environmental Impact Report (2014) will also be used in preparation of the Initial Study. Format and content of the document will be in full compliance with CEQA and the State CEQA Guidelines.

Ascent will complete the Environmental Checklist with explanations and analysis for each response, including “No Impact” responses. The level of analysis and degree of impact will vary depending upon the environmental topic, but will be sufficient to provide the substantial evidence necessary to support the responses, consistent with CEQA requirements and established case law. For each environmental issue, Ascent will describe existing conditions, assess potential environmental impacts, and recommend feasible mitigation measures. Specific tasks relative to project issues are detailed below:

Project Description

Based on information supplied by the City, Ascent will prepare a project description that is sufficiently detailed and contains the information necessary to conduct a complete impact analysis. The project description will include a discussion of the regional and local setting, project history and background, project objectives, and project characteristics, including existing and post-project industrial operations of the rendering plant and energy storage facility. Discretionary actions required by the City and other agencies will also be described. Prior to initiating the environmental analysis, Ascent will submit an administrative draft project description to the City for review and to confirm the assumptions to be used in the environmental analysis.

Aesthetics

The existing visual environment will be briefly described. The project area is primarily occupied by the WWTP and associated facilities (ponds), Police Department Regional Training Center, and agricultural lands, and surrounded by lands in unincorporated Fresno County. The project would generally be consistent with surrounding land uses. Impacts on the visual character and scenic resources (if present) will be described. No adverse aesthetics impacts are anticipated.

Agricultural Resources

The project area, as well as the surrounding lands, are categorized by the California Department of Conservation, Division of Land Resource Protection as Farmland of Statewide Importance, Prime Farmland, Semi-Agricultural and

Rural Commercial Land, Unique Farmland, and Urban and Built-up land (<http://maps.conservation.ca.gov/ciff/ciff.html>, 6/14/16). Any losses of such lands, including any losses of land under Williamson Act contracts, will be assessed. Policies in the General Plan will be reviewed to assist in determining significance conclusions. Ascent staff will work closely with City staff to develop feasible mitigation measures, if necessary.

Air Quality/Greenhouse Gas Emissions

The project site is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). A brief description of applicable federal, state, and local regulations, regional and local air quality conditions (e.g., published monitoring data, attainment designations, and existing sources), and the current state of climate change science (e.g., Intergovernmental Panel on Climate Change's [IPCC] Fourth Assessment Report and publications by various California state agencies) will be presented. The analysis will assess short-term construction and long-term operational (e.g., mobile emissions from trip generation) impacts associated with building new facilities on the project site based on quantitative modeling results (e.g., California Emissions Estimator Model [CalEEMod]). The impact of the project would be the net change in emissions from relocation and possible expansion of existing industrial operations facilitated by the GPA and Rezone. Modeling will be based on SJVAPCD-recommended input parameters, project-specific features (e.g., construction phasing schedule, types and sizes of operating equipment, and first year of operation), project-specific traffic data, and CalEEMod default settings. This scope of work, however, does not include analysis of emissions associated with the potential demolition or reuse of facilities at the existing site of the rendering plant. The existing industrial operations generate vehicle and truck trips that would be relocated and potentially expanded. Therefore, the project may generate a high volume of truck trips on different roadways and that pass near existing sensitive receptors (e.g., residences). Ascent staff will qualitatively evaluate whether on-site emission sources as well as project-related diesel-powered truck trips would expose off-site sensitive receptors to high concentrations of toxic air contaminants (TACs) and associated health risk. Ascent will also qualitatively evaluate whether the project would result in the exposure of off-site receptors to offensive odors based on applicable setback distances recommended by SJVAPCD and any previous evaluations of odor nuisances associated with the rendering facility at its existing site and associated with the Regional Wastewater Treatment Plant. It is assumed that no air dispersion modeling or health risk assessments would be required to support the TAC or odor impact analyses. The analysis of all air quality- and greenhouse gas (GHG)-related impacts will be conducted in accordance with SJVAPCD-recommended methodologies and thresholds, as well as applicable case law (including *CBD v CDFW* as it pertains to GHG analyses). Increases in criteria air pollutants, precursors, GHGs, and exposure to TACs and odors will be compared to applicable thresholds and mitigation measures will be recommend as needed that clearly identify timing, responsibility, and performance standards for their implementation. Further, Ascent will coordinate with the City to evaluate the project's consistency with the City's Greenhouse Gas Reduction Plan and/or with an SJVAPCD-recommended mass emission threshold for industrial sources. Ascent will pay specific attention to the degree to which the project would result in a net increase in GHG emissions.

Biological Resources

The Initial Study will describe the potential presence of any plant or wildlife species and their habitat considered rare, endangered, threatened, or sensitive by governmental agencies (e.g., California Department of Fish and Wildlife, U.S. Fish and Wildlife Service), or species that otherwise meets the definition of rare or endangered under CEQA. Ascent's biologist will conduct a reconnaissance survey of the project area to determine site conditions. Habitat loss and other potential effects on biological resources resulting from the relocation of industrial facilities will be identified and described. Feasible mitigation measures will be identified for any potentially significant effects.

Cultural Resources

The Initial Study will include assessment of potential effects to cultural and paleontological resources. Ascent staff will conduct a California Historical Resources Information System (CHRIS) records search at the Central California Information Center (CCIC) for the project area and vicinity. In addition, historic maps, the National Register of Historic Places (NRHP), the California Inventory of Historical Resources, and the listing of California Historical Landmarks will be reviewed. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the project area. Ascent staff will contact the Native American Heritage Commission (NAHC) for a review of their Sacred

Lands File to determine if any Native American sacred lands are located in the project area that could be affected and to determine if any Native American representatives should be contacted. Ascent staff will submit a project information letter and location map to each individual/Tribe/organization on the NAHC list. It is assumed that no formal consultation would be required.

Ascent staff will provide guidance to the City for fulfilling requirements of Senate Bill (SB) 18 (Notification for General/Specific Plan Amendments), which could include help in preparation of the consultation letter to be sent to participating California Native American tribes.

The analysis of potential impacts on cultural and historic resources in the Initial Study will be based on the literature and Sacred Lands reviews. Cultural resources surveys are assumed not to be needed. The analysis will document the results of the literature review and NAHC search as well as provide management recommendations for resources within or near the project area.

Recent legislation, Assembly Bill (AB) 52, establishes a new consultation process with California Native American tribes for proposed projects in geographic areas that are traditionally and culturally affiliated with that tribe. The legislation requires that the lead agency shall begin consultation with a California Native American tribe traditionally and culturally affiliated with the project area prior to the release of a Negative Declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR) if: (1) the tribe requested in writing to be formally informed of projects in the tribe's traditionally and culturally affiliated area; and (2) the tribe responds, in writing, within 30 days after formal notification from the lead agency and requests consultation. (P.R.C. § 21080.3.1(b)). The lead agency shall begin the consultation process within 30 days of receiving a tribe's request. (P.R.C. § 21080.3.1(d-e)). Ascent will assist the City with its AB 52 consultation requirements by drafting a letter of information to be sent on City letterhead to applicable tribes. For purposes of this scope of work, it is assumed that no tribal consultation meetings will be required.

The Master EIR prepared for the City of Fresno General Plan Update identifies the City as containing deposits that have a high potential for containing paleontological resources. The analysis of potential impacts on paleontological resources will be based on review of readily available documents and a database records search at the University of California Museum of Paleontology.

Geology, Soils, and Seismicity

The Initial Study will provide a brief description of the geologic setting, including seismic setting, soil characteristics, and topography. Impacts relative to grading, soil stability, and seismic hazards will be assessed and will be based on information contained in the City's General Plan, readily available documents, and technical studies provided by the applicants. Mitigation measures will be recommended for any potentially significant impacts.

Hazards and Hazardous Materials

Ascent will review site investigation documents available for review from the State Water Resources Control Board's Geotracker database. Ascent will also conduct a search of the U.S. Environmental Protection Agency's Envirofacts database to determine whether the project area is located on or near any known hazardous materials sites. Any hazardous materials proposed for use by Darling Ingredients Inc. and the energy storage facility would operate in accordance with applicable Unified Program Facility permits, Spill Prevention Control and Countermeasure Plans, wastewater discharge permit, and any other regulatory requirements. Information regarding the types of activities and hazardous materials that would be used at the project area will be summarized and evaluated. No adverse impacts on hazards and hazardous materials would be anticipated.

Hydrology and Water Quality

The Initial Study will describe the existing hydrologic setting and local flood hazard potential and will evaluate the project's potential to result in localized flooding and any potential water quality impacts resulting from construction and operation of the project. No adverse effects are anticipated. Impacts related to water supply will be addressed in the context of public services and utilities.

Land Use and Planning

One of the primary project objectives is to alleviate existing nuisances pertaining to noise and odor, and to improve land use compatibility in this regard. The Initial Study will assess the potential land use impacts of the GPA and Rezone, including the industrial use relocations facilitated by the land use change. Because the project area is bounded on all sides by unincorporated Fresno County, the analysis will also assess the project's potential to conflict with the Fresno County General Plan and zoning for adjacent land uses. The project area is within an area predominantly characterized by agricultural land; therefore, the project would not divide an established community. Mitigation will be recommended for any potentially significant land use impacts.

Mineral Resources

No mineral resource recovery sites are located in the project area. Ascent will provide a brief summary as to why no significant impacts would occur.

Noise and Vibration

The setting will describe the existing ambient noise environment in and near the project area. This will include information on the location of existing noise-sensitive receptors (e.g., residences) near the project site, as well as receptors located along local roadways that would be used by trucks and other vehicles traveling to and from the project site. The setting will also identify major noise sources (including but not limited to traffic on major roadways and other industrial activities), ambient levels, and natural factors that relate to the attenuation thereof. This information will be based on existing documentation, site reconnaissance data, and the use of prediction methods (e.g., Federal Highway Administration's [FHWA's] Traffic Noise Prediction Model). Specifically, the site reconnaissance would include up to three short-term (i.e., 15-minute) noise measurements and one long-term (i.e., 24-hour) noise measurement to characterize the existing noise environment in and near the project area. Ascent will also collect up to three short-term (i.e., 15-minute) noise measurements and one long-term (i.e., 24-hour) noise measurement at or near the existing rendering plant to identify the noise levels generated by this facility type.

For noise generated by construction activity at the site of the new rendering and energy facilities, reference noise measurement data coupled with prediction methods will be used to assess potential impacts to existing noise-sensitive receptors.

For project-generated operational-related non-transportation noise, the reference noise measurement data, and prediction methods will be used to assess the level of noise exposure at the nearest off-site receptors. For project-related transportation noise, traffic noise levels will be modeled for existing and cumulative conditions (both with and without the implementation of the proposed project) on up to eight different roadway segments for the purposes of determining the incremental increase in traffic noise levels at existing noise-sensitive receptors. Additional analysis will be provided to determine whether heavy haul trucks traveling to the project area could expose roadside noise-sensitive land uses (e.g., residences, schools) to single event noise levels that would likely result in speech interference and/or sleep disruption during noise-sensitive evening and nighttime hours. Ascent will also provide a brief qualitative analysis of construction- and operation-related levels of ground vibration at off-site sensitive receptors based on reference vibration measurement data and prediction methods established in the Federal Transit Administration's *Transit Noise and Vibration Impact Assessment* (2006) and the California Department of Transportation's *Transportation and Construction Vibration Guidance Manual* (2013).

The significance of short-term and long-term noise impacts will be determined based on comparison to applicable standards, and mitigation measures will be prepared as needed that clearly identify timing, responsibility, and performance standards.

This scope of work, however, does not include analysis of construction- or operational-related noise or vibration associated with the potential demolition or reuse of facilities at the existing site of the rendering plant, or vehicles trips associated with future operations at that site.

Population and Housing

Because the project is a GPA and Rezone that would facilitate relocation of existing industrial facilities, the project is not expected to have a substantial effect on population and housing. Any effects from potential expansion of operations or indirect effects from reuse of the vacated sites will be briefly described. For purposes of this scope of work, the project is assumed to have a negligible effect on population, employment, and housing.

Recreation

The project does not propose to construct any new recreation facilities and would not be anticipated to increase demand for recreation facilities. No adverse impacts on recreation facilities would be anticipated.

Transportation/Traffic

A traffic study will be prepared for the project by Fehr and Peers. The traffic scope of work is included in Attachment C. Ascent will review the traffic report and incorporate its findings into the Initial Study.

Public Services/Utilities and Service Systems

Ascent will coordinate with the City and the applicants, as appropriate, to assess the demands for utility services including water, wastewater treatment, solid waste disposal, electricity, natural gas, law enforcement, fire protection, and emergency services. In addition to information provided in readily available public documents, such as the City's General Plan and Master EIR, it is assumed that the City will provide information pertaining to the availability of public services and utilities for the project. The Initial Study will assess the project's effects on services and utilities in the context of available capacity from service providers and the physical effects of providing service through extension of infrastructure. This scope of work assumes that a Water Supply Assessment pursuant to Section 15155 of the State CEQA Guidelines will not be needed.

Mandatory Findings of Significance

Ascent will make the mandatory findings of significance as identified in the Environmental Checklist.

Ascent will prepare the administrative draft Initial Study and submit it to the City for review. Ascent will incorporate the City's comments and prepare a final Initial Study. These will be submitted to the City in a Microsoft Word and PDF format.

Deliverables:

- ▶ Administrative draft project description (electronic version in Microsoft Word)
- ▶ Administrative draft Initial Study (electronic version in Microsoft Word)
- ▶ Final Initial Study (electronic versions in Microsoft Word and PDFs)

Task 3 Project Management/Meetings

Ascent's management team will devote effort each week to ensure an efficient and timely process for project execution. This includes close coordination with the City staff to ensure the City's objectives are met, the schedule is maintained, and the project is implemented within established budget parameters.

In addition to the kickoff meeting, Ascent's principal-in-charge and project manager will attend an additional meeting or teleconference with City staff to discuss the appropriate level of CEQA documentation and additional next steps for the City. This meeting will occur after the final Initial Study has been completed. Ascent can attend additional meetings or teleconferences, subject to an amended scope and budget, if requested.

SCHEDULE AND PROPOSED PRICE

A tentative schedule to complete the described scope of work is included as Attachment A and a budget spreadsheet is included as Attachment B.

Ascent appreciates this opportunity to serve the City of Fresno. If you have any questions, please contact me at your convenience at 916.716.0656 or sydney.coatsworth@ascentenvironmental.com.

Sincerely,



Sydney Coatsworth, AICP
Principal

Attachments:

- A Schedule
- B Price Proposal
- C Fehr & Peers Scope of Work

EXHIBIT A

ATTACHMENT A

PROPOSED SCHEDULE FOR CITY OF FRESNO GENERAL PLAN AMENDMENT AND REZONE PROJECT

Ascent understands that the City is eager to complete the Initial Study as quickly as possible. Following is a **tentative schedule** to complete the proposed work. The schedule assumes that information received in support of the analysis will be complete and sufficient for use in preparing the Initial Study analyses.

| Work Product/Milestone | Completion Week |
|---|-------------------------------------|
| Notice to Proceed | Week 1 |
| Kick-off Meeting and Site Visit | Week 1 |
| Ascent receives all requested information from City/Applicants | Week 1 |
| Ascent submits administrative draft project description | Week 2 |
| City submits comments on administrative draft project description | Week 3 |
| Ascent submits administrative draft Initial Study | Week 7 |
| City submits comments on administrative draft Initial Study | Week 8 |
| Ascent submits final Initial Study to the City | Week 8 or 9 (depending on comments) |

EXHIBIT A

ATTACHMENT B

PRICE PROPOSAL CITY OF FRESNO GENERAL PLAN AMENDMENT AND REZONE PROJECT

The proposed price for the City of Fresno General Plan Amendment and Rezone Project Initial Study is presented in the attached spreadsheet. With the objective of promoting clarity about the proposed price, the following assumptions explain the basis of the price to implement the proposed scope of work. Please note that the price is estimated based on a good faith effort and current understanding of the project. Variations in approach, issues, and deliverables can adjust the contract price.

1. **Proposal Validity:** The proposed scope of work and price are valid for 120 days from the date of submittal, after which it may be subject to revision.
2. **Lump Sum:** The price proposal is based on a lump sum price to perform the proposed scope of work. Monthly invoices will be submitted based on percentage of work completed during each billing period.
3. **Compliance with CEQA.** The price assumes that an environmental document will be prepared in compliance with CEQA. Work related to other permitting processes is not included. These can be provided with a budget augment. Work concludes at the acceptance by the City staff of the final proposed deliverable.
4. **Schedule.** The price is based on the proposed schedule. Should significant delay occur (more than 30 days) for reasons beyond Ascent's control, a budget amendment may apply to the remaining work, based on labor rates in effect at that time.
5. **Price Allocation to Tasks.** The proposed price has been allocated by tasks to determine the total budget. Ascent may reallocate budget among tasks, as needed, as long as the total budget is not exceeded.
6. **Staff Allocation.** Ascent may reassign tasks to different staff or labor categories, as long as the total budget is not exceeded.
7. **Coordination Meetings, Conference Calls, Public Meetings.** A total number of proposed meetings and conference calls is specified. If the number of meetings or conference calls or the required level of effort exceeds this total, a budget augment would be warranted. Ascent will advise the City, if this circumstance arises.
8. **Administrative Costs:** An administrative cost of 7 percent will be applied to subcontractor costs for purposes of subcontract execution and management, invoicing, and payment processing.
9. **Billing rates:** Identified billing rates apply to all agreements executed during the calendar year. After the current calendar year, contract amendments will be subject to the updated billing rates in effect at the time of amendment execution, unless contract provisions exclude billing rate updates.
10. **Changes to the Description of the Project.** After the description of the project is approved by the City for use in the environmental document, it is assumed it will not change during the course of analysis and document preparation. If changes are necessary, amendment of the budget will be warranted to the extent that already completed analysis and document preparation need to be revised or redone.

EXHIBIT A

11. **Changes in the Scope of Analysis.** The proposed price assumes that no new technical issues, alternatives, field surveys, modeling, or topical areas of research or analysis will be identified by other affected agencies after contract execution.
12. **Document Review Cycles.** Review cycles for preliminary versions of the deliverables are specified in the enclosed scope of work. Additional review cycles or additional versions of administrative or other drafts, if desired, can be provided with a budget augment.
13. **Consolidated Comments.** The City will provide Ascent with one set of consolidated, non-conflicting comments on preliminary draft deliverables that are submitted for review to facilitate the overall schedule and promote efficiency.
14. **References Cited in the Deliverables.** Ascent will maintain electronic copies of reference documents or portions of documents cited and will make the electronic files available during public review. Ascent will submit electronic copies of references to the City for project files upon completion of the authorized work.
15. **Reproduction Costs.** This scope of work assumes electronic submittal of deliverables. No reproduction or hard copy costs are included.

**PRICE PROPOSAL
GENERAL PLAN AMENDMENT AND REZONE INITIAL STUDY
CITY OF FRESNO**

| ASCENT ENVIRONMENTAL TASKS | PIC | PM | Environmental | Senior | Air/Noise | Senior | Biologist/ | Graphics/ | Total | Total |
|---|------------|-----------|---------------|-----------|-----------|-----------|--------------|-----------|-------|-----------|
| | Coatsworth | Parker | Analyst | Air/Noise | Analyst | Biologist | Env. Planner | WP/Admin | | |
| Rate/Hour | \$ 230 | \$ 150 | \$ 120 | \$ 160 | \$ 120 | \$ 155 | \$ 120 | \$ 100 | | |
| Task 1. Project Management/Meetings | 4 | 28 | 10 | | | | | | 42 | \$ 6,320 |
| Task 2. Project Initiation and Kick-Off Meeting/Site Visit | 6 | 8 | | 1 | | 1 | | 1 | 17 | \$ 2,995 |
| Task 3. Prepare Initial Study | | | | | | | | | | |
| Project Description | 2 | 6 | 10 | | | | | 1 | 19 | \$ 2,660 |
| Aesthetics | | 1 | 6 | | | | | 1 | 8 | \$ 970 |
| Agricultural and Forestry Resources | | 1 | 6 | | | | | 1 | 8 | \$ 970 |
| Air Quality and Greenhouse Gas Emissions | 2 | 2 | | 24 | 84 | | | | 112 | \$ 14,680 |
| Biological Resources | | 2 | | | | 2 | 24 | 4 | 32 | \$ 3,890 |
| Cultural Resources | | 1 | 30 | | | | | | 31 | \$ 3,750 |
| Geology, Soils, and Seismicity | | 1 | 4 | | | | | | 5 | \$ 630 |
| Hazards and Hazardous Materials | | 1 | 4 | | | | | | 5 | \$ 630 |
| Hydrology and Water Quality | | 2 | 4 | | | | 12 | | 18 | \$ 2,220 |
| Land Use and Planning | | 1 | 4 | | | | 12 | | 17 | \$ 2,070 |
| Mineral Resources | | 1 | 1 | | | | | | 2 | \$ 270 |
| Noise and Vibration | | 2 | | 14 | 66 | | | 2 | 84 | \$ 10,660 |
| Population and Housing | | 1 | 4 | | | | | | 5 | \$ 630 |
| Recreation | | 1 | 2 | | | | | | 3 | \$ 390 |
| Transportation/Traffic | 2 | 2 | 6 | | | | | 2 | 12 | \$ 1,680 |
| Public Services/Utilities and Service Systems | | 2 | 8 | | | | | | 10 | \$ 1,260 |
| Mandatory Findings of Significance | | 1 | 4 | | | | | | 5 | \$ 630 |
| Prepare Admin Draft Initial Study/QA/QC | 10 | 16 | | | | | | 4 | 30 | \$ 5,100 |
| Incorporate Comments/Prepare Final Initial Study | 2 | 6 | 6 | | | | | 4 | 18 | \$ 2,480 |
| <i>Subtotal Task 3</i> | 18 | 50 | 99 | 38 | 150 | 2 | 48 | 19 | 424 | \$ 55,570 |
| Optional Task. Quantitative Health Risk Assessment | 1 | 4 | | 4 | 24 | | | 2 | 35 | \$ 4,550 |
| Total Labor Hours (Tasks 1-4) | 28 | 86 | 109 | 39 | 150 | 3 | 48 | 20 | 483 | |
| Total Labor Dollars (Tasks 1-4) | \$ 6,440 | \$ 12,900 | \$ 13,080 | \$ 6,240 | \$ 18,000 | \$ 465 | \$ 5,760 | \$ 2,000 | | \$ 64,885 |
| DIRECT COSTS | | | | | | | | | | |
| 1. Subconsultants | | | | | | | | | | |
| Fehr & Peers (Traffic/Transportation) | | | | | | | | | | \$ 13,100 |
| 7% Administrative Management Fee | | | | | | | | | | \$ 917.00 |
| Subtotal | | | | | | | | | | \$ 14,017 |
| 2. Printing: (rounded to nearest whole \$) | | | | | | | | | | |
| | | | | | | | | | | \$ - |
| 3. Mileage/Parking | | | | | | | | | | |
| | | | | | | | | | | \$ 350 |
| 4. Maps/Supplies/Photos/GPS/Records Searches | | | | | | | | | | |
| | | | | | | | | | | \$ 500 |
| 5. Postage/Delivery | | | | | | | | | | |
| | | | | | | | | | | \$ 50 |
| Total Direct Costs | | | | | | | | | | \$ 14,917 |
| TOTAL FEE (Tasks 1-4 and direct costs, excludes F&P optional task) | | | | | | | | | | \$ 79,802 |

EXHIBIT A

ATTACHMENT C
FEHR AND PEERS SCOPE OF WORK

EXHIBIT A



June 17, 2016

Ms. Sydney Coatsworth, AICP
Ascent Environmental, Inc.
455 Capitol Mall, Suite 300
Sacramento, CA 95814

Subject: Scope of Work & Fee Estimate to Prepare Transportation Evaluation for Fresno General Plan Amendment Initial Study

Dear Ms. Coatsworth:

Fehr & Peers is pleased to submit this scope of work and fee estimate to provide transportation consulting services for the Fresno General Plan Amendment in Fresno, CA. We have prepared the following materials for your submission to the City of Fresno:

- Exhibit A – Scope of Work
- Exhibit B – Fee Estimate

We look forward to working with you on this study. Please call if you have any questions or need additional information.

Sincerely,

FEHR & PEERS

A handwritten signature in blue ink, appearing to read "R. Hananouchi".

Rob Hananouchi
Associate

P16-3509-RS

EXHIBIT A

EXHIBIT A
SCOPE OF WORK
TRANSPORTATION EVALUATION – FRESNO GENERAL PLAN AMENDMENT & REZONE

Fehr & Peers will perform the following tasks to support the preparation of an Initial Study (IS) for the Fresno General Plan Amendment and Rezone for the City of Fresno’s land near and around the Regional Wastewater Treatment Plant, roughly bounded by Jensen Avenue, Cornelia Avenue, Central Avenue, and Chateau Fresno Avenue. Per our discussions, it is our understanding that Ascent Environmental intends to prepare an initial study for the proposed General Plan Amendment and Rezone, which will then be used by the City of Fresno Development and Resource Management (DARM) department to determine what further CEQA analysis may be necessary.

TASK 1 DATA COLLECTION

Fehr & Peers will utilize information and data collected from our previous projects with City of Fresno. This includes:

- Weekday peak hour traffic volumes and level of service (LOS) analysis results from the Fresno General Plan Master EIR (conducted at a roadway segment level)
- Bicycle, pedestrian, and transit network information collected for the Fresno General Plan Master EIR and Southwest Fresno Specific Plan

In addition, Fehr & Peers will coordinate with City of Fresno staff to obtain any relevant data for this study. This may include:

- Existing and proposed truck and vehicle trips to the existing and future uses at the site
- Existing truck and vehicle trips at the Darling Rendering Plant
- Anticipated growth in truck and vehicle trips to and from the Darling Rendering Plant, if applicable
- Project description information

Task 1a – OPTIONAL: Updated Traffic Data

The existing conditions information and data from the Fresno General Plan Master EIR analysis was based on traffic data representing year 2012 conditions. Should the City of Fresno or the consultant team desire more recent traffic data for this effort, Fehr & Peers can collect additional traffic counts for an additional fee. Similarly, if existing truck and vehicle data is not available for the existing Darling Rendering Plant and

City Wastewater Treatment Plant, Fehr & Peers can collect traffic counts at these operations to assess the existing trip generation for these uses for an additional fee.

TASK 2 ENVIRONMENTAL SETTING

Fehr & Peers will summarize the existing transportation and traffic conditions in the study area utilizing information and data identified in Task 1.

TASK 3 INITIAL STUDY ANALYSIS

Based on the project description and data provided by the City of Fresno in Task 1, Fehr & Peers will analyze the potential transportation and traffic effects of the proposed project. This analysis will cover the six questions under Section XVI Transportation/Traffic in Appendix G: Environmental Checklist Form of the CEQA Guidelines.

The analysis will include:

- Analyzing potential impacts to vehicle LOS for existing and future conditions on roadway segments in the study area
- Analyzing potential truck impacts associated with the proposed project
- Assessing any potential impacts to bicycle, pedestrian, or transit modes
- Evaluating collision history data as published in the Statewide Integrated Traffic Records System (SWITRS) reports and the Transportation Injury Mapping System (TIMS)

TASK 4 DOCUMENTATION

Fehr & Peers will document the results and findings of our study in a letter report that will serve as the transportation/traffic section of the Initial Study. We have budgeted up to 4 hours to respond to a single set of written comments on our draft letter report.

TASK 5 MEETINGS

Fehr & Peers has budgeted to attend up to two conference call meetings during the course of this study. This may include meetings with the project team or City staff.



EXHIBIT B

FEE ESTIMATE

TRANSPORTATION EVALUATION – FRESNO GENERAL PLAN AMENDMENT & REZONE

The table below provides our fee estimate to perform the scope of work presented in Exhibit A.

FEE ESTIMATE

| Task | Staff Person Labor (hours & billing rates) | | | | | Total | |
|----------------------------------|--|-----------------------|----------------------------------|------------------------------|-------------------------------|--|-----------------|
| | Principal \$280/hr | Associate \$180/hr | Engineer/ Planner \$135/hr | Tech. Support \$125/hr | Admin. Support \$115/hr | Hours | Cost |
| 1. Data Collection | 0 | 2 | 4 | 2 | 0 | 8 | \$1,150 |
| 2. Environmental Setting | 0 | 2 | 8 | 4 | 0 | 14 | \$1,940 |
| 3. Initial Study Analysis | 2 | 6 | 16 | 4 | 2 | 30 | \$4,530 |
| 4. Documentation | 2 | 6 | 10 | 4 | 2 | 24 | \$3,720 |
| 5. Meetings (2 Conference Calls) | 0 | 4 | 4 | 0 | 0 | 8 | \$1,260 |
| | | | | | | Labor Cost | \$12,600 |
| | | | | | | Other Direct Costs (Communications, Repro, etc.) | \$500 |
| | | | | | | Total Cost | \$13,100 |

FEE ESTIMATE – OPTIONAL TASKS

| Task | Staff Person Labor (hours & billing rates) | | | | | Total | |
|---------------------|--|-----------------------|----------------------------------|------------------------------|-------------------------------|--|----------------|
| | Principal \$280/hr | Associate \$180/hr | Engineer/ Planner \$135/hr | Tech. Support \$125/hr | Admin. Support \$115/hr | Hours | Cost |
| 1a. Data Collection | 0 | 1 | 2 | 1 | 1 | 5 | \$690 |
| | | | | | | Labor Cost | \$690 |
| | | | | | | Traffic Counts (up to 6 locations) | \$810 |
| | | | | | | Other Direct Costs (Communications, Repro, etc.) | \$30 |
| | | | | | | Total Cost | \$1,530 |

EXHIBIT A

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno (“CITY”)
and Ascent Environmental, Inc. (“CONSULTANT”)
Fresno General Plan Amendment and Rezone
PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for 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 CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and

related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years

after completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

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

VERIFICATION OF COVERAGE

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

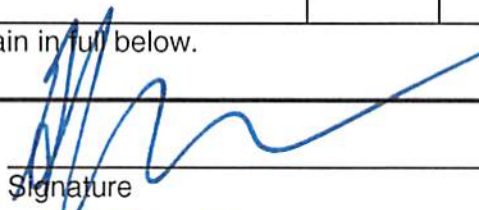
Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

Fresno, City of - GPA and Rezone IS
PROJECT TITLE

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

Explanation: _____



Signature _____

6-29-16
Date _____

Gary Jakobs
(name) _____

Ascent Environmental, Inc.
(company) _____

455 Capitol Mall, Suite 300
(address) _____

Sacramento, CA 95814
(city state zip) _____

Additional page(s) attached.