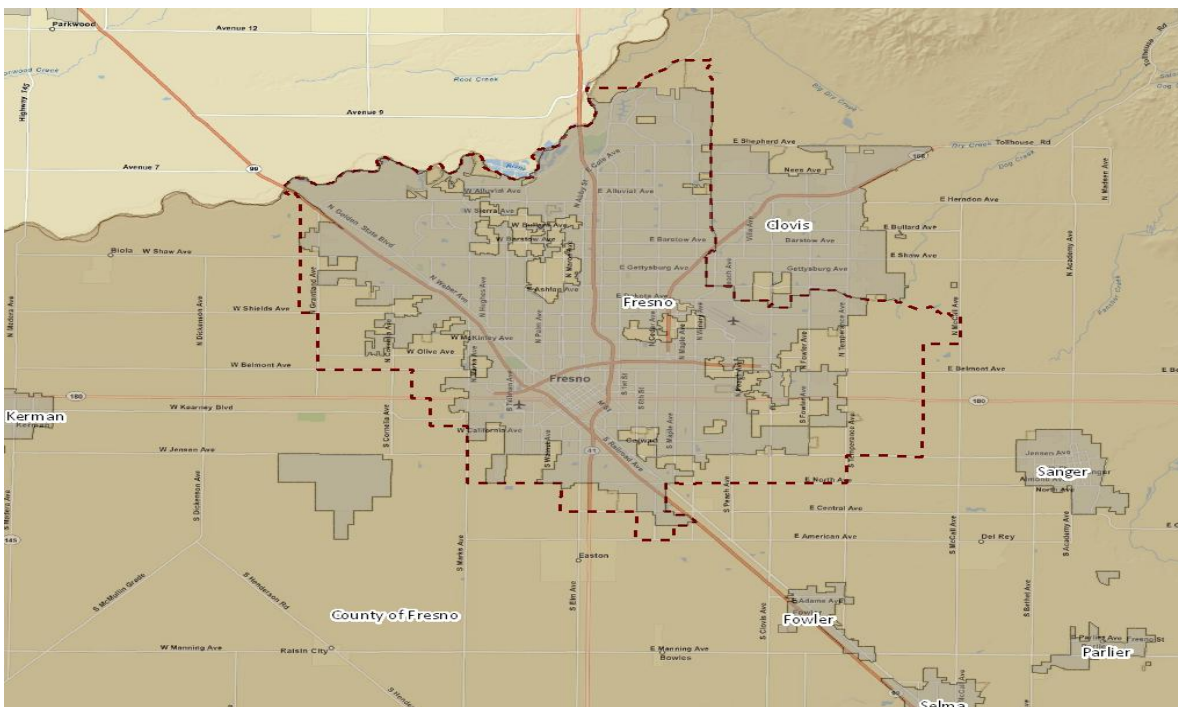




**REQUEST FOR PROPOSALS
FOR
CONSULTING SERVICES FOR
PREPARATION OF A MASTER ENVIRONMENTAL IMPACT
REPORT (MEIR) FOR THE CITY OF FRESNO 2035 GENERAL
PLAN AND DEVELOPMENT CODE UPDATE**



PROPOSAL NUMBER: Available 11/7/11

**PROPOSAL SUBMISSION DEADLINE: Submitted to and received by City prior to 5 PM,
Thursday, December 1, 2011**

**Proposal Contact: Keith Bergthold, Assistant Director
Development and Resource Management
Keith.Bergthold@Fresno.Gov
Phone (559) 621-8049 Fax No. 559-457-1316**

TABLE OF CONTENTS - INVITATION FOR PROPOSALS FOR CONSULTING SERVICES

SECTION I. NOTICE INVITING PROPOSALS AND INSTRUCTIONS

SECTION II. PROPOSAL CONTENT, CONTRACT DOCUMENTS AND REQUIREMENTS

- i. Checklist**
- ii. Local Preference Certification**
- iii. Non-Collusion Affidavit**
- iv. Proposal Signature Page**
- v. Standard Consultant Agreement**

SECTION III. EVALUATION CRITERIA

SECTION IV. SELECTION SCHEDULE AND PROCESS

SECTION V. BACKGROUND & OVERVIEW

SECTION VI. SCOPE OF WORK & KEY QUESTIONS

SECTION VII. ATTACHMENTS - STANDARD CITY OF FRESNO CONSULTING AGREEMENT

SECTION 1. NOTICE INVITING PROPOSALS AND INSTRUCTIONS FOR:

**CONSULTING SERVICES FOR
PREPARATION OF THE MASTER ENVIRONMENTAL IMPACT REPORT (MEIR)
FOR THE CITY OF FRESNO 2035 GENERAL PLAN
AND DEVELOPMENT CODE UPDATE**

The City of Fresno is soliciting sealed proposals at the office of the City of Fresno Development and Resource Management Department (DARM) 2600 Fresno Street, Room 3065, Fresno, CA 93721 for environmental consulting services from qualified consultants to work collaboratively with the City's Development and Resource Management Department, its committees, agency partners and other consultants involved in producing the City of Fresno 2035 General Plan and Development Code Update, Master Environmental Impact Report (MEIR) (Public Resource Code, Sections 21157 et seq. and CEQA Guidelines Sections 15175 et seq.). (For more information on the General Plan and Development Code Update please refer information below and www.fresno.gov/newplan).

The deadline for submission of proposals is prior to 5 PM on **Thursday, December 1, 2011**. **The deadline for completion a Draft MEIR is December 31, 2012, and for completion of all work under this Scope of Services is June 30, 2013.**

Each Proposer shall carefully examine each and every term of this Request for Proposal; and each Proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposal.

The Proposer shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

Proposers shall submit ten (10) bound hard copies of your proposal, plus one unbound copy, and five (5) copies of the cost proposal in a separate sealed envelope marked clearly on the outside "Consulting Services: Preparation of MEIR for the City of Fresno 2035 Fresno General Plan and Development Code Update . An electronic PDF file must also be provided with the hard copy submittal. Proposals are to be submitted to:

**City of Fresno Development and Resource Management Department (DARM)
2600 Fresno Street, Room 3065
Fresno, CA 93721
Attention: Keith Bergthold**

**Email Correspondence with Subject: Fresno GP-Code Update MEIR
To: keith.bergthold@fresno.gov**

This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno

reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.

The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

Public Records. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a Proposal which are defined by the proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all of their proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

Questions, Clarifications and Concerns. Questions on the project or the contents of the RFP must be submitted in writing on or before Monday November 14, 2011 at 12:00 p.m. by fax, e-mail or mailed to the attention of Keith Bergthold (fax: 559-457-1316, e-mail: keith.bergthold@fresno.gov , mail: Keith Bergthold, Assistant Director, DARM, Fresno City Hall, 2600 Fresno Street, Room 3065, Fresno, CA 93721). The City of Fresno, will post all responses to questions on the City's website (www.fresno.gov/newplan), by end of business on Friday November 18, 2011. The answers to questions by addenda to this RFP will be made available on the City's website (www.fresno.gov/newplan).

If questions arise after the deadline above, please contact the Director of {DARM}, but the City will not guarantee a response. The City will not be responsible for verbal responses made by parties other than the Director of the Development and Resource Management Department or her/his designee.

The City of Fresno hereby notifies all proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract 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.

The City will award a Contract or reject any or all proposals within the time stated in this RFP and no proposals may be withdrawn within that period of time. Any award of a Contract exceeding \$50,000, shall be subject to the approval of the City Council.

All responses must be received by the due date and time. DARM will review the proposals, consider all public comments, and determine a short list of firms/teams to be interviewed by telephone or in person or, if no interviews are held, determine the recommended firm/team for negotiations.

The City reserves the right to reject any and all proposals.

Contacts with City Staff. Before an award is made, any contact with City staff, other than the Purchasing Manager or his/her designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

Regulated Communications in City Procurement Process Ordinance.

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code Chapter 4, Article 6 may be obtained by logging on to the City's website at <http://www.fresno.gov>. Under "Related Online Resources" on the bottom right portion of the home page click on "Fresno Municipal Code." Or view the Fresno Municipal Code directly at <http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>.

Notification of Staff Determination. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on City's City's website (www.fresno.gov/newplan). It is the sole responsibility of interested proposers to seek this information.

For those proposers that have concerns or rebuttal of any determination of non-responsiveness or non-responsibility about the staff determination, they will be given an opportunity to submit, in writing, within [5] days to the Director of the Development and Resource Management Department any concerns with the RFP process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within [5] days. If no action is taken within such [5] days, then there shall be no

change in Staff Determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

Debarment A proposer who has been determined by the Council to be non-responsible may be debarred from bidding or proposing upon or being awarded any contract with the City or City of Fresno Redevelopment Agency, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A proposer may request a hearing, in accordance with Resolution No. 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

Outreach To Small Business Enterprises In Subcontracting. The City of Fresno hereby notifies all proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a proposer who intends to subcontract a portion of the work seek out small business enterprises, that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices.

Federal Immigration Reform And Control Act Of 1986. As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

SECTION II. PROPOSAL CONTENT, CONTRACT DOCUMENTS AND REQUIREMENTS

PROPOSAL CONTENT.

Please submit ten (10) bound hard copies of your proposal; one unbound copy; and an electronic PDF file of the entire proposal, with each required item 1 through 8 below (and the cost information) as a separate document. The maximum page limit for responses to this RFP is 100 pages, excluding the cover letter and Appendix. Proposals should include, at a minimum, the following information, in this order:

1. **Cover Letter.** Enclose a brief cover letter describing the firm/team's interest in preparing the EIR and key ideas for the assignment.
2. **Firm / Team Overview.** State the qualifications and experience of the consultant team. Please emphasize the specific qualifications and experience from projects similar to the

EIR for the Project Manager and other key project staff members designated for the project. The proposal should briefly address how the efforts of each of the team members will be coordinated.

3. **Overall Approach and Proposed Work Program.** Discuss your overall approach to the services described within this RFP, and respond to the five key questions outlined in Section III of the RFP.
4. **Proposed Work Schedule.** Submit a schedule of activities and tasks with a reasonable completion date(s). The schedule should identify dates for deliverables throughout the process and provide opportunities for public involvement and review of interim products by City staff and the CAC. Assume contract execution will occur as stated herein.
5. **Organization Chart.** Include an organizational chart with the names of participants that would form the consultant team for the project. State the name of the project manager and other key personnel associated with the team. Specify which members of the team will be responsible for providing the services requested. Please also describe workload for all key members, including their expected availability, the percentage of their time that will be devoted to the City's contract and any other assurances as to their ability to provide the requested services in a timely manner. If the work is to be shared among firms and/or offices, state where each of the offices is located.
6. **Relevant Project Experience.** Provide a brief summary of up to five comprehensive General Plan EIRs done within the past five years that are similar to the proposed project. Please also provide a contact name, e-mail and current phone number for the project client contact. Note whether an EIRs prepared by the firm/team have been subject to legal challenge and what the outcome of such challenge was. Also describe environmental review done for Development Code or zoning ordinance updates.
7. **References.** Furnish up to five (5) references for the *last five* General Plan EIRs prepared by the firm/team. Include names, e-mail addresses, and current telephone numbers for whom the firm has provided similar services. Please also include the role of the proposed project manager in these projects, if any, to facilitate the reference checks.
8. **Appendix-Professional Resumes.** Provide firm/team resumes. Limit descriptions on resumes to relevant information, not exceeding two pages for key personnel and one page for other staff.

Please provide five hard (5) copies and electronic PDF file of the cost proposal in a separate sealed envelope.

Cost of Services - Including Not to Exceed Project Cost Estimate

Provide a Not to Exceed cost estimate' for the completed project, including time and materials proposal for the total cost of each component of the work program, including the following (this estimate will be used as a basis for contract negotiations):

- Hourly rates charged for work performed by the proposer's principals, staff, and sub-consultants, and names of specific staff working on this project by task.
- A "not to exceed" estimate for all costs for which consultant expects compensation.

- Number of hours by task and staff position.
- A time and materials estimate for any additional costs or “options” identified in the proposal that may go beyond those outlined above.
- Identify all cost-saving measures incorporated into the above to reduce costs associated with the project, including billing sub-consultant costs and direct costs with no administrative mark-up.

CHECKLIST

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

1. **COVER LETTER**, including company name, address, contact name, phone number and fax number.
2. **CITY FORMS** (pp. 13-17) (complete/return attached forms)
 - Certification For Local Preference, If Applicable
 - Non-Collusion Affidavit
 - Addenda And Proposal Deposit
3. Signature page of all **ADDENDA** issued, Addendum No. ____ to ____
Enter numbers, if applicable).
4. Conflict of Interest Statement – Exhibit C of Standard City consulting Services Agreement.

ADDITIONAL INFORMATION TO BE PROVIDED BY PROPOSER

Conflict of Interest. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no actual or potential conflicts of interest are identified, so state in your proposal.

Use of City's Standard City Consulting Services Agreement: THE CITY WILL BE UTILIZING A STANDARD CITY CONSULTING SERVICES AGREEMENT IN THE FORM ATTACHED HERETO (SEE SECTION VII) AND INCORPORATED HEREIN AND NO EXCEPTIONS TO THAT AGREEMENT WILL BE MADE.

Local Preference

Fresno Municipal Code Section 4-109, LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this Contract are paraphrased as follows:

FMC 4-109 (b) Contracts for Consulting Services. The following shall apply for services contracted for pursuant to Section 4-107 of this Code, except for those projects funded by the federal or state government when such funding would be jeopardized because of this preference:

(1) For purposes of this section, "local firm" shall mean a firm with a fixed primary or branch offices within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be

performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than city projects.

(2) Subject to subdivision (3) below, the City shall contract for professional consulting services (including, but not limited to, engineers, architects, attorneys, landscape architects, planners, surveyors, and construction project managers) by giving a primary preference to local firms, when such firms have the necessary qualifications, experience and expertise to complete the project(s) being proposed for work, as determined by the city. A secondary preference shall be similarly given to non-local firms which form an association for pecuniary profit with local firms for the projects being proposed wherein the benefit to the local firm(s) is an amount greater than fifteen percent of the total contract price for the project(s).

(3) Notwithstanding subdivision (2) above, the preference given for local firms, or non-local firms which associate with local firms, shall not be applicable whenever, to the best knowledge of the city, the number of local firms providing the specific consulting service within the area of expertise for the subject matter of the work is less than three.

Proposers shall submit the form CERTIFICATION FOR LOCAL PREFERENCE with their proposal if they seek the benefit of local preference.

SECTION III. EVALUATION CRITERIA

Preliminary screening of proposals and interviews will be based on the following criteria but not limited to:

1. **Project Understanding and Approach** – The consultant’s knowledge of type of work requested and completed to date, including the consultant’s understanding of the City’s character and needs, the proposal approach, and the Consultant’s response to the Key Questions identified herein.
2. **Competence and Experience** – The past performance, qualifications, and proven experience of personnel and sub-consultants who will be working on and coordinating the project, particularly in relation to the specific services requested and the consultant’s demonstrated experience successfully preparing EIRs for comprehensive General Plan and Development Code Update.
3. **Ability to Communicate and Forge Consensus** – The proposed Project Manager’s demonstrated ability to communicate planning and EIR concepts, impacts and mitigation measures to appointed and elected officials and the community and to forge consensus in divisive situations.
4. **Conformance and Schedule**– The consultant’s demonstration of conformance with this document and its required schedule of deliverables.
5. **Financial Stability and Capacity to Deliver Work** – Base on information provided in consultant’s financial and qualifications information

6. **Cost** – As proposed by the consultant – Maximum project cost and component costs

7. **References and Other Related Information**

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

The City reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project.

The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

SECTION IV. SELECTION SCHEDULE AND PROCESS

Proposals will be evaluated by City staff and ranked according to the Evaluation Criteria herein. Based on the review of proposals, selected firms will be interviewed, or the City may choose to negotiate with the top-ranked firm/team directly. Following the interviews, if held, the firms will again be ranked and negotiations for a contract will begin with the firm ranked first.

Following selection of a successful consultant team and negotiations as to cost/contract price, the parties will execute City’s Standard Consultant Agreement. In order to avoid any appearance of any potential conflict of interest, and without waiver or limitation, the selected consultant firm/team is requested to refrain from doing any other work, public or private, whether or not associated with the General Plan and Development Code Update, that is likely to require City of Fresno discretionary or legislative approval during the term of this project.

The following is a tentative schedule for this RFP selection process:

- Release of the RFP Nov 4, 2011
- Proposals Due Dec 1, 2011 (5:00 pm)
- Short List Determined Dec 9, 2011
- Interviews (if held) Dec 16, 2011
- City Council Selection of EIR Firm/team January 26, 2012
- Contract Execution Begins* Early Feb 2012
- Project Kick-off Meeting Feb 2012

- Project Description Finalized and Plan Initiated** Jun 2012
- Administrative Draft MEIR (4 months from City’s definition of the “project”) End Oct 2012
- Public Review Draft MEIR Dec 2012
- Public Review Period (60 days assumed) Jan – Feb. 2013
- Hearings and Adoption Final MEIR Mar – Jun 2013

*The City will be utilizing a Standard City Consulting Services Agreement – see SECTION VII.

** Note: Even after the proposed General Plan Update is initiated by the City, the City may be legally required to consider modifications to various policies or land use designations for particular parcels. These modifications may impact the environmental analysis for the General Plan Update. Once the proposed modifications are identified, the City would enter into separate negotiations with the CONSULTANT to determine what enhancements to the scope of work and budget would be necessary to accommodate this additional analysis.

Time to Award. The Proposer agrees that the City may have 120 days to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

Documents required after Award. Upon City's acceptance of a proposal, the successful Proposer will be required to execute and return a Standard Consultant Contract furnished by the City and all certificates of insurance within fifteen (15) calendar days from the date of Notice of Award issued by the City. Should the successful Proposer fail or refuse to execute the Contract, the City reserves the right to accept the proposal of the Proposer offering the next best value to the City.

(Submit with Proposal, if applicable)

Proposer's Name _____

CERTIFICATION FOR LOCAL PREFERENCE

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109

Location of Business:
(Please provide street address, no PO Box)

Primary Office []
Branch Office []
(Please mark as applicable)

Address: _____

Phone: _____

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

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

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

(Submit with Proposal)

Proposer's Name _____

NON-COLLUSION AFFIDAVIT

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with any one to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

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

(Submit with Proposal)

ADDENDA

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

(Submit with Proposal)

BUSINESS LOCATION

- () The undersigned Proposer does not maintain a place of business in the City of Fresno.
- () The undersigned Proposer maintains a place of business in the City of Fresno at: _____, Fresno, CA _____

BUSINESS LICENSE

- () The undersigned Proposer has a current City of Fresno Business License and the number is _____

SIGNATURE PAGE

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

PROPOSAL SUBMITTED BY:

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

(1) _____ () _____ () _____
Firm Phone Fax

(2) _____
(Corp) (Individual) (Partner) (Other)

(3) _____
Business Address

_____ City State Zip Code

(4) By: _____
Signature of Authorized Person

_____ Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

INSTRUCTIONS FOR SIGNATURE PAGE

CORPORATIONS: INCLUDE ACKNOWLEDGMENT OF SIGNATURE BY NOTARY IN CORPORATE FORM (See Line 4(a), of next page.)

INDIVIDUALS, PARTNERSHIPS OR JOINT VENTURES: INCLUDE ACKNOWLEDGMENT OF SIGNATURE BY NOTARY.

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 (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign proposals and contracts. The signature of the officer or employee who signs the proposal must be acknowledged by a notary in the corporate form.

(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 proposals or must be submitted with the proposal. Any signature must be acknowledged by a notary.

(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 proposals and contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership. All signature(s) must be acknowledged by a notary.

(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 proposals and 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. All signature(s) must be acknowledged by a notary.

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>
_____	_____
_____	_____
_____	_____

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

SAMPLE CERTIFICATION

I, _____, certify that I am the secretary
Name
of the corporation named herein; that _____ who signed this
Name
Bid Proposal on behalf of the corporation, was then _____ of
Title
said corporation; that said Bid Proposal is within the scope of its corporate powers and was
duly signed for and on behalf of said corporation by authority of its governing body, as evidenced
by the attached true and correct copy of the _____
Name of Corporate Document

By: _____
Name: _____
Title: Secretary
Date: _____

SECTION V. BACKGROUND & OVERVIEW

The City of Fresno (“the City”) is requesting proposals from qualified firms (“consultant”/“EIR team”) to prepare a Master Environmental Impact Report (MEIR) for the General Plan and Development Code Update. The City will be utilizing a standard City Consulting Services Agreement – see sample agreement, SECTION VII.

The Assistant Director of the Development of Resource Management Department (DARM) will manage this project. The City seeks to complete the DRAFT MEIR by December 31, 2012, with project completion representing certification of the Final MEIR by June 30, 2013. The selected MEIR team will work closely with City Staff, the General Plan Citizens’ Advisory Committee (CAC), elected and appointed officials, and the community. As such, the MEIR team needs to have proven expertise at working effectively with such constituencies, and needs to understand the history and character of Fresno as well as the utilization, function and relationship of the General Plan and Development Code to Fresno as a whole and to other planning efforts underway (e.g. the Downtown Neighborhoods Community Plan, Fulton Street Corridor Specific Plan, and Downtown Development Code, the Southeast Growth Area (SEGA) and related EIR work for each effort, and related regional planning and the Sustainable Communities Strategy). Coordination among EIR efforts is expected.

MEIR team members are expected to have expertise in the following areas:

- Program-level Environmental Analysis, including knowledge of published CEQA litigation cases
- Preparation of MEIRs in compliance with the Public Resources Code and CEQA Guidelines requirements as well as any legal authority interpreting these requirements.
- Civil Engineering
- Land Use and Urban Design, including Landscape Architecture
- Transportation, transit, and multi-modal planning, traffic modeling, and traffic impact analysis
- Community Outreach and Involvement
- Air Quality modeling, attainment planning, and clean air act regulations
- Greenhouse Gas (GHG) Analysis and Climate Change Mandates
- Demand forecasting for water and energy
- Drainage and flood prevention including federal, state, and regional regulations
- Utility infrastructure and service capacity analysis (including park open space)
- Biological resources, including Federal and State listed and candidate species
- Noise exposure and impacts

- Health impact assessments
- Urban decay analysis

The MEIR team lead for this project shall be either an environmental consulting or urban planning firm whose primary focus is in the area of environmental analysis and compliance. The MEIR team will have proven expertise in MEIRs or for comprehensive General Plan Updates with skilled professionals able to quickly grasp and understand the character of Fresno, its place in the Valley, its strengths and needs, its vision for the future, and the scope, impact and consequences of the planning and implementation efforts. The scope of services and key questions identified in Section III of the RFP, as well as the public selection process, are intended to result in an effective match between consultant and community, a successful environmental review process and a broadly supported outcome.

Fresno's existing General Plan ("2025 General Plan") was adopted in 2002 along with the certification of Master Environmental Impact Report No. 10130 (State Clearing House No. 2001071097). Various elements of the General Plan have been modified but the Plan has not been comprehensively revised since that time. Much of the data, analyses, and policies in the existing Plan may not reflect current economic conditions which are driving development patterns in the city. An update of the General Plan is necessary to reflect a current vision for accommodating future growth, as well as identifying necessary resources to maintain, protect and enhance quality of life as defined by the City of Fresno over the next 25 years.

The 2025 Fresno General Plan (2025 FGP) established City goals and policies to support an "activity center" approach to urban form. This strategy attempts to integrate the intensities and locations of planned land uses with multiple modes of transportation. This urban form strategy was intended to promote more compact but well-balanced communities that efficiently use limited natural resources (water, air, land) and public facility infrastructure (water supply capacity, sewage treatment, public streets and highways). The General Plan Update is likely to build on and refine this strategy, making it more responsive to current needs and economic development prospects, fiscal realities and "best practices". Policy guidance from the General Plan Citizens Advisory Committee, the Planning Commission and the City Council and community input also will help shape the Plan and Code Update.

Following adoption of the 2025 FGP, several new and updated public facility capital improvement programs and resource utilization, such as the City's Urban Water Management Plan (UWMP), were established that support the General Plan strategy. City Department of Public Utilities hopes to have a new UWMP adopted prior to the initiation of this GP update and commencement of the preparation of the MEIR.

These comprehensive resource management plans have led to initiation of additional efforts such as an engineering study of an initial wastewater reclamation (tertiary treatment) and reuse distribution (purple pipe) infrastructure.

The City also initiated and received approval for Plan Amendment Application No. A-09-02, which proposed air quality update adding background information on the Valley's air pollution problems and to adopt goals, objectives, policies and implementation measures, in response to AB 170.

The 2035 General Plan and Development Code update provides a unique opportunity for the City to take stock of its assets, identify issues and challenges, and define a policy framework and strategic action plan for directing its local resources, in partnership with the private sector and educational institutions, towards improving its economic conditions.

The first step in the process is well underway and has already begun to evaluate existing conditions, issues, and opportunities. The first product of this evaluation was a Map Atlas. Five working papers structured around the key themes that emerged from civic and community leader interviews also are being prepared. Each working paper offers a brief presentation of a relevant theme emerging from civic and community input, which are being discussed in meetings of the General Plan Citizen Advisory Committee. The papers provide important regional, state, and even national background context, summarize local efforts underway, and make policy suggestions for the preparation of the updated General Plan. As these papers are released to the public they are posted on the City's website (www.fresno.gov/newplan - under the Download Link). It is suggested that proposers familiarize themselves with these documents.

Residents are actively involved in important local decisions about quality of life issues and the future direction of their city, through public engagement/outreach, forums, workshops and committees. The Planning Commission and City Council encourage a high level of interaction between its citizenry and city government, so that important issues are addressed through transparency. The MEIR process should support that interaction, as appropriate, and proposals should demonstrate how that would be done in a way uniquely tailored to the City's needs.

The selected Consultant is expected to engage and provide expertise, advice and services pertaining to the public input and decision-making through public collaboration. As such, the City will expect the Consultant to attend at minimum, but not limited to following meeting purposes and number of meetings:

- Attend all MEIR scoping meetings with the public and agencies.
- Attend three-four meetings with community stakeholders, including local businesses, property owners and community members.
- Attend two-three meetings with 2035 Fresno General Plan Citizen's Committee(GPCC)
- Attend four-five meeting swith the Fresno Planning Commission to provide update, receive public input during comment period, and public hearing of the General Plan and MEIR.
- Attend four mitigation consultation meetings with Responsible, Trustee, Commenting agencies and individuals.

- Attend three-four meetings with the Fresno City Council to provide update, receive public input during comment period, and public hearing of the General Plan and MEIR.

Note: City staff will assist with legal filing, publishing, printing, and mailing costs of flyers and meeting notices, as well as provision of mailing list; however content and graphics for the promotion of the project, public meetings, and legal notice/publications should be developed by the consultant.

Guidance from the City Administration

The City is committed to enhancing private sector economic development opportunities in order to maintain and enhance quality of life for all residents and set Fresno on a long-term path to sustainable growth and prosperity. To provide guidance for these efforts, Mayor Ashley Swearengin has developed a high level strategy for the future economic development and city building in Fresno. In the Mayor's 2010 outline of the Strategic Direction for the City, five primary areas of focus are identified to provide guidance for the direction of the City's economic development efforts and the General Plan Update overall (see GP Update Working Papers at www.fresno.gov/newplan :

- **Public Safety** aimed at reducing crime and property damage, maintaining fire protection, and coordination of emergency response efforts;
- **Public Space and Utilities** provision for service, operation and maintenance with long term planning for repair and investment;
- **Effective, Efficient and Fiscally Prudent Operations** focused on addressing current fiscal crisis, balancing City budget, and improving operations which includes an update to the General Plan and Zoning Codes, and a 5-year capital plan that supports the General Plan;
- **Job Creation and Revitalization** geared towards reversing Fresno's chronically high unemployment and poverty rates by emphasizing export orientated business growth, local purchasing, adult education initiatives, support for high speed rail, revitalization of downtown, and homeless prevention. Strategies include infrastructure and land use plans that support shovel ready industrial land and revised land use laws to support private investment and direct infrastructure plans to downtown. Update General Plan with a focus on industrial development.
- **Export-Oriented / Production Economy**, supporting the City's physical capacity and infrastructure for industry, attraction, retention and expansion. This includes:
 - Industrial district with pretreatment facilities
 - Strategic, 5-Year Capital Improvement Plan (CIP)
 - Infrastructure financing and other incentives

The MEIR team and sub-consultants will coordinate work with City staff, administration, the City's General Plan and Code Update consultant team, and a General Plan Update

Citizens' Advisory Committee and Code Update Technical that has been established by the Mayor, City Council, and City Manager to assist the General Plan and Development Code Update.

Project Objective:

The **General Plan and Development Code Update** will build on previous planning and analytical work, community input, lessons learned and relevant technical studies. The Plan and Code Update will support a multi-dimensional program to improve the physical, economic, cultural, environmental and aesthetic conditions of Fresno in a sustainable manner.

The City is seeking a consultant who has demonstrated expertise in successful completion of projects of this scope and complexity, along with demonstrating their organizational capacity and effectiveness to provide to the City of Fresno an MEIR that integrates efficiently the community-based “bottom up” planning process currently undertaken by the City. The City wants an environmental consultant that will prepare a legally defensible MEIR with as much utility as possible with regard to use in the approval of subsequent projects that are identified in the MEIR and fully within the Scope of the MEIR. The successful consultant will also draw on experience and expertise to create and facilitate a meaningful “community conversation” about the MEIR and environmental issues raised during scoping meetings, using varied methods to solicit, publicize, communicate and synthesize the wide range of environmental issues, Fresno’s past and its future.

SECTION VI. SCOPE OF WORK & KEY QUESTIONS

The scope of work for this proposal shall be based upon a combination of the City’s expressed interest, as conveyed through this Request for Proposal and your response to the questions posed below, which are numbered for easy reference and the technical task descriptions. Responses to the questions will be used to evaluate proposals and must be presented in the “Overall Approach and Proposed Work Program” section of your proposal along with a consultant work program. Format should be numbered pages, 8x11 pages, with a page limit of no more than 10 pages per question for each response.

Key questions

Fresno's citizens are actively involved in major planning decisions and care deeply about community character, the existing built environment and elements of good design. This project is also critical to a number of important local interests, including the business community, the environmental community, property owners and developers, Fresno State University, residential neighborhoods, bicycle and pedestrian advocates, and adjacent cities, Fresno Council of Governments (FCOG) and the County of Fresno.

Question 1: What kind of education and outreach program are you proposing that actively solicits and utilizes community input at key points in the MEIR process; continually builds broad-based trust and support in the process and the outcome; and draws on the experience and expertise of City staff and the MEIR team - would most effectively capture the energy and commitment of the Fresno community and contribute to the success of this project? Please describe the outreach program in a flow chart and narrative showing timing, proposed steps, and proposed goal of the outreach and education program and key participants or stakeholders.

Please describe the kind of education/outreach program in a narrative style and provide an accompanying flow chart depicting proposed steps. Your response should include: project goals for education/outreach program for key participants or stakeholders; strategies for solicitation and utilization of community input as key points in the MEIR process; articulation of how the process will continually build broad-based trust and support of the MEIR process and outcome and how it will draw on the experience and expertise of City staff and the MEIR team to most effectively capture the energy and commitment of the Fresno community.

Question 2: Based on the information made available by the City of Fresno and your experience with similar communities and general plan updates, what are your initial observations regarding the existing environmental conditions and what do you see as the major issues which need to be addressed by this MEIR? The City has accomplished updated public facility infrastructure improvement requirements and impact fees applicable to property development and is now updating its Zoning Ordinance as a comprehensive development code concurrently with the general plan update. The MEIR will address programmatic and citywide impact analysis and mitigation which can be applied uniformly and in conjunction with adopted development standards. Please use specific examples from your research and experience with general plan MEIR's to illustrate your response as to how your consultant team will prepare a legally-defensible MEIR which will enable any needed mitigation to be seamlessly integrated into the General Plan and Development Code update?

Question 3: Based upon the information provided in this RFP and made available on the City's website, how will you approach the Southeast Growth Area (SEGA) Specific Plan Administrative Draft Plan – see City website and SEGA documents at <http://www.fresno.gov/Government/DepartmentDirectory/PlanningandDevelopment/Planning/SEGA/default.htm> - What are your specific recommendations for a strategy to support tiered/streamlined environmental review after Plan adoption?

Question 4: It is the City's intention to certify a Master Environmental Impact Report as opposed to a programmatic EIR, which will allow ministerial (non-discretionary) approvals of site plan review for property development proposals consistent with the updated Development Code and within the scope of the MEIR. The MEIR will need clearly define the criteria by which subsequent projects are determined ministerial and non-discretionary versus those projects which are discretionary but are within the scope of the MEIR. Using CEQA as a foundation, what are the potential benefits and

limitations of this approach as compared to the use of a more conventional programmatic EIR? The response should include a discussion related to any cost benefit or potential additional expenses which might accrue with each approach.

Question 5: As a charter law city some property development entitlements deemed to be consistent with the General Plan may also necessitate approval of a rezoning together with a site plan or other property development entitlement. These projects may be discretionary but also within the scope of the MEIR necessitating a finding of conformity. Based on the information provided in this RFP and on the City's website about the General Plan and Development Code update, what will be the approach of your consulting team to ensure that the MEIR adequately addresses and incorporates consideration of property development policies, standards and processes specified by the General Plan and Development Code; and that they will be implemented in the right sequence and time frame, minimizing the need for subsequent environmental review of public and private projects and the identification of additional mitigation measures?

Question #6: Based upon the information provided in this RFP and on the City's website and your knowledge of related regional planning efforts explain how you would incorporate or consider other technical studies and environmental analyses which are occurring concurrently with the General Plan update and MEIR process? These include but are not limited to the City's Downtown Neighborhoods Community Plan and Fulton Corridor Specific Plan and regional planning efforts such as the Fresno Council of Governments Regional Transportation Plan Update and SB 375 Sustainable Communities Strategy planning effort.

Question #7: Based on the information provided in this RFP and on the City's website, provide your best opinion regarding the nature and extents of the environmental analysis, including the need for particular technical studies, that needs to be contained in the MEIR so that the City may obtain the greatest utility from the MEIR, once certified, to streamline subsequent environmental review of specific projects, as contemplated by Public Resources Code, sections 21157.1 and 21157.5 and CEQA Guidelines, sections 15177 and 15178. For example, the City has several thousand acres of vacant industrial land. It is an economic development priority to develop this land to the maximum extent to achieve the City's economic development objectives. What particular technical studies would you propose to maximize the City's use of the MEIR for economic development projects, such as industrial parks, or expansion of existing industrial operations?

Outline of Requested Services

The following outline of services requested by this RFP is organized into 14 tasks, from project initiation to publishing the final EIR documents.

Task 1 – Prepare Detailed Work Program, Schedule, Budget, and EIR Project Management Plan

Within ten (10) days after contract execution, City of Fresno staff will host a project kick-off meeting with the selected consultant. The proposed agenda may include, but not be limited to, discussion of detailed work scope attached to the contract, schedule, refined budget, and management plan. CONSULTANT shall come to this meeting prepared with a preliminary list of relevant information and documents needed for their respective environmental analyses and a proposed communication protocol between City, Consultant and others with regard to the project and its content. City staff shall present to CONSULTANT the current status of the Plan, particularly information on the role and character of the new land use component of the plan, and changes to the transportation project list, programs, policies, and funding constraints as they are known to differ from previous years' long-range plans'. The group shall together discuss key anticipated differences from the methodology and information used in previous EIRs (such as Fresno 40, EL Paseo, SE Walmart, Roeding Park, etc.), discuss the approach for alternatives analysis and assess the availability of new or updated information and the existence of changed conditions since the preparation of the last General Plan MEIR. The project schedule shall be reviewed, focusing on refining estimates of the timing of information or components to be provided by City staff throughout the process. Management details shall be discussed, including a breakdown of team responsibilities and communication, important milestones, and quality control procedures. Finally, the City's project manager will confirm City Staff responsibilities for sections and the coordination with CONSULTANT'S GIS team on report graphics.

Within ten (10) days after the kickoff meeting with City staff, CONSULTANT shall prepare a revised work scope, schedule, budget, community education/outreach plan, and management plan, which shall include a list of tasks, deliverables, key milestones (e.g. when the project definition shall be ready) and proposed due dates. The revised scope, schedule, budget, and management plan shall then be submitted to the City's Project Manager for approval.

Deliverables for Task#1: Detailed Work Scope; Schedule; Budget; and MEIR Project Management Plan

Task 2 – Develop MEIR Study Approach and Methodology

CONSULTANT shall prepare the CEQA Appendix G initial study and develop the MEIR technical study approach and methodology subject to consultation with the City staff in the form of a technical memorandum. CONSULTANT shall also raise and address any other specific issues and concerns to be considered in the approach and methodology when preparing this MEIR to ensure its comprehensiveness and effective use, and offer recommendations on how to address them. The technical memorandum shall be the basis of the Introduction and Study Approach chapter (described in Task 6), and it shall inform all subsequent chapters. The initial study and technical memorandum shall accomplish several things early in the process, including:

- Explain the purpose of the MEIR. The memorandum shall describe what role the MEIR plays in regional planning, legal compliance, decision-making and approvals of subsequent projects identified in the MEIR and within the scope of the MEIR.
- Explain how the MEIR is organized. The memorandum shall describe the proposed organization of the MEIR, including chapters and chapter subsections.
- Provide an outline of the MEIR document. The memorandum shall include as a separate attachment a complete outline of the MEIR, including how the Consultant recommends each of the MEIR chapters are organized.
- Provide a template of the MEIR document format. The memorandum shall include as an attachment a chapter sample showing the proposed styles, formatting, and “look” of the document; the chapter template shall be used by the CONSULTANT to prepare the environmental settings and draft impact analyses.
- Preliminarily identify environmental issue areas to be evaluated in the MEIR. The memorandum shall include a list of preliminary proposed environmental issue areas for evaluation, including an explanation of why any areas that need not be addressed. This list shall likely appear in the Notice of Preparation (NOP) as a part of the scoping process (Task 3), and be refined at that time based on agency and public input.
- Recommend significance criteria for each environmental issue area. The memorandum shall offer recommendations for significance criteria for each environmental issue area, based on the best available knowledge of planning activities in Fresno and other parts of California, and available guidance from agencies in each specialty. Significance criteria shall be refined systematically through several steps, some of which shall occur during this task, and others which shall occur during later tasks:
 1. Prepare an Initial Study (CEQA Guidelines Section 15365) to identify potentially significant environmental effects of the proposed project. The format shall be consistent with the CEQA Statutes & Guidelines, CEQA Appendix G: Environmental Checklist Form. Review and consideration of any proposed RTP or SCS performance measures for relevance to the environmental analysis for the General Plan Update;
 2. Development of a matrix or matrices comparing the significance criteria used in recent General Plan EIRs throughout California;
 3. Review and consideration of relevant regional guidelines or planning documents;
 4. Further refinement based on input from agencies and stakeholders during the scoping process (Task 3); and
 5. Final refinement and approval by Fresno staff upon review of the environmental settings (Task 4), and prior to initiation of the impact analysis (Task 7).
- Recommend a geographic scale for assessing impacts. The memorandum shall suggest a geographic scale for preparing environmental settings and conducting

impact analysis, including rationale. The recommendation shall address whether or not this scale need be the same for all impact areas.

- Recommend methodology and assumptions for each impact analysis (including cumulative and growth-inducing). The memorandum shall recommend a methodology and set of assumptions for each environmental issue area to be evaluated in the MEIR. This scope of work offers a preliminary description of methods and assumptions by environmental issue area under Work Plan Task 7.
- Recommend an approach for subsequent projects and plans to tier from this EIR. The memo shall offer suggestions for how the environmental documentation, impact analysis, and mitigation approach shall all contribute to a cohesive approach for CEQA streamlining of subsequent projects consistent with the General Plan. Among other things, the memorandum shall describe the relative benefits of different tiering and exemption clauses within CEQA, CEQA Guidelines, and other statutes and potential enhancements of the mitigation monitoring program to increase ease of implementation.
- Recommend an overall mitigation strategy, tied to achieving tiering and consistency determination goals. The memorandum shall recommend a mitigation strategy that encompasses City actions as actions by other responsible agencies and project proponent roles that can help to ensure local project consistency with the regional plan. Among other things, the memo shall recommend, in consultation with the City Attorney, agency roles and responsibilities and an overall approach to making consistency determinations for subsequent development projects (in particular “transit corridor projects” and “residential or mixed use projects”, but possibly other kinds of projects, too) such that local governments and project proponents can take advantage of streamlining provisions in CEQA and in SB 375.
- Describe the role of alternatives in the EIR, suggestions for selection and refinement of EIR alternatives, and the overall approach to the alternatives analysis. The memorandum shall offer suggestions for ways the alternatives would differ from one another, the incorporation of stakeholder input into alternatives definitions, differentiation between alternatives based on reasonably foreseeable areas of potential negative environmental impact, and how to address the question of an environmentally preferred alternative.
- Review key reports, plans, technical studies, and data resources. CONSULTANT shall contact and consult with resource agencies by e-mail, phone, fax, and/or in-person meetings to confirm that the literature, maps, databases, and other resources are the latest sources and are appropriate for use in the environmental assessment. The memorandum shall briefly report back on this consultation with resource agencies, including status of and schedule for acquisition of outstanding data.

Deliverables for Task 2: Initial Study document prepared using CEQA Guidelines Appendix G; Technical Memorandum on MEIR Study Approach and Methodology; and, list of necessary technical studies and appendices for the MEIR.

Task 3 – Implement EIR Scoping Process

3-A: Scoping Process Work Plan. CEQA requires the City to consult with agencies and the public on preparation of the MEIR. CONSULTANT shall work with the City's Project Manager to develop a Scoping Process Work Plan that outlines a specific scoping process and distinguishes the scoping efforts for the MEIR from the public involvement and outreach efforts which may be conducted in parallel for the General Plan and Code Update. In the scoping work plan, attention shall be given to the specific scoping requirements and recommendations under CEQA, the range of agencies and stakeholders interested in the process, outreach techniques most suited to collecting input on the environmental analysis, production of outreach materials, and record-keeping.

3-B: Notice of Preparation (NOP). This scope of work assumes that the CONSULTANT shall prepare the Notice of Preparation for the MEIR, and shall assist the City in the development and refinement of the NOP distribution list to ensure that it is delivered to all appropriate Responsible, Trustee and Commenting Agencies and others legally entitled to receive the NOP. The list of resource agencies and stakeholders to be notified by the CONSULTANT shall be based on the list supplied by the City, augmented by any additional interested parties that have signed up for announcements about the General Plan Update itself. CONSULTANT shall review the list and making suggestions for additions based on consideration of factors such as underrepresented parts of the region, or particular environmental issue areas where more scoping input would be helpful. The consultant will be responsible for the filing of the NOP with the State Clearinghouse and mailing the NOPs to the Responsible and Trustee agencies. The CONSULTANT shall provide for the City the postal return receipts for NOP distribution, and copies of all NOP responses received. Consultant will prepare public notice to be published in newspaper.

3-C: Scoping Meetings. The City is required to conduct at least one public scoping meeting pursuant to CEQA Guidelines, section 15082 (c) and notice that meeting. This scope of work assumes that the City shall arrange agency and public scoping meetings as determined in the scoping work plan, including sending out meeting notices and reserving conference rooms at City Hall. CONSULTANT shall review and provide comments on the agency "invite list" based on prior outreach, and CONSULTANT's involvement in agency consultation on similar General Plan EIRs and shall help the City ensure as inclusive and effective a scoping process as possible. CONSULTANT shall prepare meeting agendas and presentation materials, attend all scoping meetings and present information regarding the MEIR process at the scoping meetings; Consultant will take notes on comments made by those attending. A summary record of comments for each meeting shall be created using these notes for reference. CONSULTANT shall review the summary of oral comments in order to offer recommendations on how to address these comments in the MEIR, subject to consultation with City staff. One memorandum shall be prepared to cover all written and scoping meeting oral comments. If separate, individual agency meetings are requested beyond the potential separate meetings provided for in the scope assumption below, City staff shall be

responsible for holding them, and CONSULTANT shall consult with City staff on how best to handle issues raised.

This scope of work assumes CONSULTANT attendance at three (3) to four (4) agency/public scoping meetings, and reserved budget for attendance at an additional two (2) meetings if requested by specific agencies (e.g. Attorney General's office, tribal consultation, etc.).

3-D: Recommended Response to NOP Comments. CONSULTANT and City staff shall review comments received on the NOP, and CONSULTANT shall prepare a memorandum that offers recommendations on how to address the NOP comments in the MEIR, subject to consultation with City staff. To the extent that comments result in changes to the anticipated study approach and methodology (Task 2), CONSULTANT shall outline the changes explicitly in the scoping response memorandum, and then fold them into the preparation of the environmental settings (Task 4) which include revised methodology and significance criteria.

Deliverables for Task 3: Scoping Process Work Plan; Notice of Preparation; PowerPoint Slideshow and Handouts for Scoping Meetings; NOP Comments received (with tracking numbers); Technical memorandum on how the MEIR will address comments received pursuant to NOP circulation and scoping meetings.

Task 4 – Prepare Environmental Settings, Refined Methodology, and Determine Significance Thresholds for Each Environmental Issue Area

CONSULTANT shall prepare the environmental setting statement for the MEIR (i.e., existing conditions) for each environmental issue area using the most recent available literature, maps, databases, and other resources as identified in Task 2. The City shall provide CONSULTANT with lists of major infrastructure projects and ArcView shape files of these projects, as well as lists of development projects applied for but not yet approved, and those approved but not yet built along with available supporting technical information on physical and operating characteristics and assumptions about projects made for the travel analysis modeling. Environmental setting information shall be developed on a citywide basis, providing the level of detail needed for the assessment in an MEIR, but shall also be tailored to the chosen geography of analysis per Task 2. At this stage, the methodologies and significance criteria defined during Task 2 shall be incorporated and revised in consultation with City staff and staff from responsible and trustee agencies. These environmental settings shall later be incorporated into the relevant environmental assessment chapters in the MEIR, as described in Task 7.

Deliverables for Task 4: Environmental Settings for Each Environmental Issue Area (including “first cut” map figures for City review)

Task 5 – Define Proposed Project and EIR Alternatives

The City's Project Manager will provide definitions of the major elements of the

proposed project based on City Council acceptance of a Draft General Plan for purposes of environmental review and, in collaboration with the City staff and CONSULTANT, select a reasonable range of alternatives to the proposed project to be evaluated in the MEIR. In addition to the analysis of the project and a “no project” alternative, the CONSULTANT shall review the potential additional alternatives and recommend adjustments or additional alternatives as necessary to comply with the CEQA requirement that an EIR contain a range of reasonable alternatives which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project. (CEQA Guidelines Section 15126.6). CONSULTANT will assist the City staff in examining potential plan alternatives suggested by Planning Commission, City Council or other interested parties to determine and recommend to the City Council as to whether such alternatives can be reasonably assessed within the scope of the MEIR program and budget.

CONSULTANT shall document this process by preparing a technical memorandum that fully describes the alternatives to be evaluated in the MEIR and explains why other alternatives have been rejected as infeasible (including alternatives initially developed by the City or its consultants, proposed by agency/general public in response to the NOP, and/or suggested by agency/general public during the public scoping meeting). The environmental settings prepared in Task 4 will contribute information important to the development of the alternatives. As noted previously, the City shall provide CONSULTANT with lists of major infrastructure projects, development projects approved but unbuilt, and development project applications in process, along with available supporting technical information on physical and operating characteristics and assumptions about projects made for the travel analysis modeling. The proposed MEIR alternatives may be modified in consultation with City staff (including the City Attorney’s office). The resulting technical memorandum shall be the basis for the MEIR chapters covering the project description and the alternatives descriptions and selection process.

Deliverables for Task 5: Technical Memorandum on Project Description, Alternatives and Alternatives Selection and Refinement Process

Task 6 – Prepare EIR Introductory Chapters

Based on City’s written comments on the Task 2 technical memorandum and appendices and the Task 5 project and alternatives information (including the project definition provided by Fresno), CONSULTANT shall prepare the draft Introduction and Study Approach and Overview of the General Plan Update (Project Description) chapters, with assistance from City’s Project Manager as necessary.

Deliverables for Task 6: Introduction and Study Approach Chapter; Overview of the General Plan Update Chapter

Task 7 – Prepare Environmental Assessments

CONSULTANT shall conduct the environmental assessments of the proposed project for all required environmental issue areas, utilizing currently accepted assessment and modeling techniques, and identify level of significance for all environmental impacts. Environmental issue areas are those identified in the NOP and are likely to include land use/housing/agriculture/physical development, energy, air quality, greenhouse gases and climate change, noise, geology and seismicity, water resources, biological resources, visual resources, and cultural resources. In addition to preparing the necessary issue sections, CONSULTANT shall also compile a summary table of unmitigated impacts, proposed mitigation measures (with indication of whether mitigation would reduce impacts below significance) for all issue areas analyzed, as well as any necessary technical appendices to provide the factual support for analytical conclusions. CONSULTANT shall coordinate with City’s GIS staff, as before, on exchange and refinement of GIS information. Fresno GIS staff shall geocode proposed transportation and infrastructure characteristics in GIS, but the CONSULTANT shall be responsible for preparing final graphics and maps for the EIR. Below are preliminary descriptions of environmental issue areas anticipated to require detailed EIR analysis, and proposed methods for each analysis.

7-A. Land Use, Housing, Agriculture, and Physical Development. CONSULTANT shall organize information and analysis on projected population, jobs, densities, and land uses on the basis of the geography selected during Task 2. The preliminary areas of analysis are:

- **Agriculture.** In consultation with Fresno staff, CONSULTANT shall identify the factors effecting development impacts in sub-regional areas and determine whether the Proposed General Plan may affect the relative ability of the City and other local jurisdictions to protect agriculture and open space designated as “permanent” and to minimize the adverse effect of increased demand for public facilities and services on prime farmland and other important farmland slated to be preserved.
- **Residential or business disruption, division, or displacement.** CONSULTANT shall assess potential direct impacts due to physical disruptions to existing neighborhoods, including displacement of residents, as a result of implementation of the Proposed General Plan. The section shall also assess changes in mobility and changes in ease of access to the region’s transportation resources (either positive or negative) that may result from implementation of the Proposed General Plan.
- **Conflict with applicable local plans.** CONSULTANT shall identify areas where the Proposed General Plan shall change land use and density trends and then evaluate local and sub-regional planning efforts and the potential impacts of the Plan on those efforts. Aspects of the Proposed General Plan that might otherwise support and encourage land use changes could face offsetting pressures such as:
 - General Plan policies and development controls that require Council approval.

- General Plan policies and development controls based on MOUs or joint-powers agreements (such as regional open space reserves, buffers between communities, or urban service boundaries and urban limit lines).
- General Plan policies and development controls reflecting infrastructure constraints or severe environmental constraints.

7-B. Energy. CONSULTANT shall update the setting information based on the regional plans and updated transportation energy data compiled by the California Energy Commission and the California Department of Transportation. The MEIR shall look at two basic impacts that the Proposed General Plan could have on energy consumption in the region: changes in energy consumption during project construction and changes in energy consumption following full implementation of the projects and programs proposed in the Proposed General Plan. For transportation projects, the analysis of energy consumption by project construction shall be based upon accepted Caltrans methodology for assessing energy consumption during construction of highway projects. The analysis of energy consumption during construction of rail and other transit projects shall follow methods in previous EIRs. Energy consumption during construction related to land use build out shall be based on standard rates for residential construction. The analysis of energy consumption attributable to the Proposed General Plan implementation shall look at fuel consumption during operation of transit systems, on-road vehicles and changes in vehicle fuel economy and consumption efficiency. For land use energy consumption, it shall be assumed that projects would be compliant with Title 24 standards, including the California Green Building Standards. This analysis shall build upon output from the transportation model used to assess the impacts of the Proposed General Plan and alternatives.

7-C. Air Quality. The analysis of this issue is anticipated to involve modeling of the criterion pollutant emissions inventory from build out of the 2035 General Plan (and to model any MEIR alternatives) under provisions of the updated Development Code, using the most current software accepted by the Air Resources Board and the San Joaquin Valley Air Pollution Control District (SJVAPCD) along with traffic generation data from the Council of Fresno County Governments. Location-specific air quality impact modeling of specific intersections/interchanges may also be indicated upon consultation with the SJVAPCD and/or Caltrans Division 6. Model runs are to be included in a technical analysis appendix for interagency and public review. Analysis of this issue needs to relate to Federal and California Clean Air Acts; pending and adopted Attainment and Maintenance plans for criterion pollutants; ambient air quality monitoring in the area; and human health parameters for the community. The analysis should include some information on hazardous air pollutants and health risk assessments, as well as indoor air quality as it may be affected by Code changes and plan policies. This portion of the assessment should analyze plan policies and Code changes which constitute mitigation incorporated into the General Plan and Development Code Update project, and should also formulate any additional air quality mitigation measures to be specifically implemented by the City of Fresno as part of the MEIR.

7-D Greenhouse Gases and Climate Change. The greenhouse gas (GHG) analysis is required to comply with CEQA Guidelines (Sections 15130 and 15183.5), with emphasis

upon CO₂ emissions from mobile sources in line with the intent of SB 375 and AB 32 to achieve reductions in emissions. The EIR shall estimate total GHG emissions (including area-wide and energy consumption-related emissions) associated with buildout of the City of Fresno under land uses and policies contained in the General Plan Update and updated Development Code, with an evaluation of the significance of these emission impacts for global climate change. The emissions model used by the Consultant should have the capability of reflecting the effects of congestion (changes in average vehicle speeds) on emissions, factoring in reductions in mobile source emissions that would be expected to result from ongoing implementation of Pavley rules, federal CAFE standards, and policies/regulations incorporated into the General Plan Update and Development Code. The results of this GHG modeling shall be included in a technical appendix to the MEIR.

The MEIR shall also present a menu of feasible mitigation measures that could be applied to individual development projects during subsequent environmental review significant conducted at the project level to reduce the project's impacts to less than significant, along with the estimate of GHG reduction achieved by applying each measure. This "menu of feasible mitigation measures" would preferably be proposed in the form of a Green House Gas Reduction Plan that complies with the requirements of CEQA Guidelines, section 15183.5.

7-E. Noise. The analysis of noise impacts shall build upon output from the transportation model runs on the Proposed General Plan. FHWA's Noise Prediction Model, or a comparable methodology acceptable to the City, shall be used to assess changes in operational noise levels along roadways. The noise impact analysis can be limited to selected segments of roadways on the model network where changes in volumes and speeds are statistically significant and would generate noise that would exceed pre-determined thresholds of community noise levels for the types of adjacent land use. The analysis shall give particular attention to significant impacts created adjacent to particularly sensitive land uses, such as residential areas. In addition, land use compatibility of locating noise-sensitive receptors in close proximity to transportation corridors shall be assessed, where applicable. A general discussion on construction-related noise impacts also shall be prepared. For growth-related impacts, the analysis shall generally evaluate the effects of anticipated policies to encourage infill development, which could result in both construction and operation effects on existing sensitive noise receptors.

7-F. Geology and Seismicity. This analysis shall include a review and discussion of the potential impacts and any necessary mitigation, drawing on recent information about seismic hazards, including updated estimations on seismic activity and expected ground shaking severity, and their potential effects on transportation facilities and acres where new population is proposed. The purpose of this analysis is to determine whether implementation of the proposed General Plan shall result in exposure of new transportation structures or people to increased risk of property loss or injury from seismic activities. Included in the discussion shall be a review of the potential

implications of the land use policy changes with geologic and seismic hazards. Any newly released information regarding liquefaction shall be incorporated, as applicable.

7-G. Water Resource Protection. This assessment shall include a review of the potential impacts and associated mitigation, if necessary, incorporating issues such as erosion and sedimentation, storm water management requirements for use of “best management practices” to control both point and non-point sources of water pollution, and federal National Pollutant Discharge Elimination System (NPDES) regulations. Surface and groundwater quality setting and impacts discussions shall be addressed in the context of federal, state, and regional water quality control efforts, impaired water bodies, and Total Maximum Daily Loads (TMDL). In addition, the implications of the land use policy changes shall be addressed as it relates to potential impacts associated with water resources.

7-H. Biological Resources. The biological resources analysis shall assess existing and available information on the distribution biological resources in relation to proposed land use and infrastructure projects and areas where growth would potentially be focused. This analysis shall incorporate updated spatial data from the California Natural Diversity Database, and shall address recent changes to the status of federal and state listed species. CONSULTANT shall consult recent and relevant planning documents and other relevant biological resource documents, as available. Particular consideration shall be given to potential impacts of transportation projects that intersect wildlife movement corridors or are located within designated critical habitat. In terms of growth-related effects, it is assumed that the Proposed General Plan shall tend to direct/encourage infill growth, which would have lesser impacts on biological resources than would greenfield development. In the context of the EIR, particular consideration shall be given to the cumulative effects of growth on sensitive species through habitat fragmentation. For each species considered in this review, CONSULTANT shall verify existing biological studies relating to the project area and determine the applicability of the biological analysis in other relevant planning and site-specific EIRs.

7-I. Visual Resources. Visual impacts shall be assessed by looking for areas, which could expect to undergo major visual change as a result of implementation of the proposed General Plan. Areas seeing changes in transportation or land use that are *not* likely to involve visual effects shall be removed from consideration, such as land uses that cause intensification of existing highly urbanized areas, or transportation projects for seismic upgrades, safety improvements, signalization, freeway carpool lanes that do not require roadway widening, and roadway rehabilitation. Remaining land use and transportation change areas shall be grouped based on likely magnitude of visual change, with more visual change anticipated where non-urbanized areas are to become urbanized, or transportation projects are more likely to require extensive physical infrastructural change.

7-J. Cultural Resources. Similar to the analysis of visual resources impacts, the analysis of cultural resources impacts shall likely use an approach that breaks down the planning area, based on the determined geography of analysis, in such a way as to

group areas more and less likely to experience change that would affect known and unknown historic, archaeological, Native American, and other cultural resources within the region. CONSULTANT shall contact agencies as necessary (including the State Office of Historic Preservation, Native American Heritage Commission, etc.) to update existing information on known resources and sensitive areas. To the extent possible, the Proposed General Plan shall be examined for where land use changes are most evident (e.g. non-urbanized areas to experience urbanization), or where transportation improvements would require ground disturbing activities that may threaten known or unknown archaeological or Native American cultural artifacts. Also to be considered is how to assess potential impact on historic resources in existing urban areas likely to experience change. Mitigation measures would be designed to target these different situations, projects, and likely effects.

7-K. Public Services and Utilities. Analysis of these potential impacts will involve extensive consultation with City departments and other local agencies/utilities/entities providing essential public services to the City (or portions thereof) for water (potable, fire protection, and surface water); wastewater (collection, treatment, recycling and disposal); solid and hazardous waste (collection, recycling, and repository); fire protection/prevention; drainage and flood control; parks and recreation; energy generation, distribution, and transmission; communications; criminal justice and civil courts; libraries; social welfare; and public health. The MEIR will need to evaluate conformity with approved service delivery plans for the proposed Development Code update and for the General Plan Update (including conformity for the alternatives selected for DMEIR analysis). The analysis should include information on service plan updates in process, reflecting validated data and goals of those plans when appropriate for the stage of development of the respective service plan updates (acknowledging that some draft service plans, or portions thereof, would be confidential work product). Service demand analysis would require demographic projections of growth city-wide and in specific areas (in consultation with state and county agencies which formulate growth projections). The analysis would also require projections, and in some cases modeling, of future service demands (demographic projections and model runs would be included in a technical appendix). Further, the analysis needs to compare projected demands with existing and planned service capacity. This section of the MEIR should incorporate regulatory framework issues when appropriate (e.g., existing and pending Safe Drinking Water Act rules, and how those would affect delivery of potable water for the City as it would develop under the proposed updated General Plan and Development Code). This portion of the assessment should analyze proposed General Plan Update policies and Code changes which would constitute mitigation incorporated into the General Plan and Development Code Update project; and should also formulate additional service demand mitigation measures to be specifically implemented by the City of Fresno as part of the MEIR (which may include components or provisions that should be incorporated into service delivery plans in process and future service delivery plans).

7-L. Transportation Impacts. Analysis of transportation potential impacts requires close coordination with the City Department of Public Works and the Council of Fresno County Governments (“COG”), as well as adjacent jurisdictions which share elements of the transportation network. Transportation service demand analysis would involve a comprehensive traffic impact study (TIS) for vehicles and roadways, operating the COG regional model as it will be calibrated for future demographic projections, utilizing the land use mix and transportation network elements proposed in the General Plan Update preferred alternative and plan alternatives selected for MEIR analysis (data derived from the TIS would be included in a technical appendix). The transportation impact analysis needs to reflect information available regarding SB 375 transportation planning. Part of the consultation with area transportation agencies for the MEIR will be a re-evaluation of the appropriate Level of Service (LOS) determination (e.g., whether to continue using the “Florida Tables” to determine LOS, a modified “Florida Tables” system, or some other metrics). Using the agreed-upon evaluation tool, the MEIR shall ascertain vehicular traffic impacts on roadway segments and intersections according to agreed-upon evaluation system. The analysis of transportation impacts shall include evaluation of transit, bicycle and pedestrian transportation network and anticipated impacts from build out of the proposed land uses in the General Plan Update, under the updated Development Code. The analysis will also assess the impacts on Caltrans facilities associated with the build-out of the GP Update, and include anticipated impacts to rail transportation (passenger and freight) and shall reflect anticipated impacts from the proposed High Speed Train line through Fresno. Transportation-related General Plan Update policies and Code changes which would constitute mitigation incorporated into the project shall be accounted for in the analysis; and this section of the analysis should also should also formulate additional service demand mitigation measures to be specifically implemented by the City of Fresno as part of the MEIR (which may include components or provisions that should be incorporated into transportation plans in process and future service delivery plans).

7-M. Growth-Inducing Impacts. Growth-inducing impacts are ways in which the Proposed General Plan may foster economic or population growth directly or indirectly in the surrounding environment. As described in the Project Approach and Understanding, infrastructure improvement projects in the General Plan have the potential to induce growth by making traveling within a region easier, cheaper, and/or more attractive. Likewise, land use decisions that identify development areas or infill areas may contribute to or deter growth-inducing effects, depending on the extent to which transportation and land use decisions are coordinated. This analysis shall address the ways in which the proposed General Plan could generate population and employment growth beyond levels currently anticipated in other relevant (e.g. County or regional) plans. It shall describe the projected population and employment growth for the planning area between now and the plan horizon year, and the distribution of projected growth within the planning area. It also shall discuss various population characteristics (e.g., age, ethnicity, and income), and anticipate changes in the balance of jobs and housing throughout the region.

7-N. Other Issue Areas. As for other environmental issue areas, the scoping process described in Task 3 is expected to refine and settle the question of precisely which issue areas require detailed analysis in the MEIR.

Deliverables for Task 7: Draft Chapters on Environmental Assessments, including Other CEQA Considerations; GIS Maps and Graphics; Summary Table of Impacts and Mitigation Measures (for Executive Summary); Technical Appendices

Task 8 – Assess MEIR Project Alternatives

CONSULTANT shall assess the environmental effects of the alternatives identified in Task 5, (three alternatives plus the no-project alternative are assumed in this budget), and compare them to the effects of the proposed project for all identified impact categories (see Task 7). Based on the results of the environmental assessments in Task 7 and the alternatives assessments, CONSULTANT shall identify the environmentally superior alternative. CONSULTANT shall prepare an easy-to-use matrix displaying the major characteristics and impacts of each alternative to summarize the comparison and results of this analysis in an Alternatives chapter. Information from the Task 5 technical memorandum shall be incorporated into this chapter, as appropriate.

Deliverables for Task 8: Draft Chapters on Alternatives Analysis including matrix comparing severity of impacts, degree to which significance can be mitigated and comparative performance of the alternatives.

Task–9 – Conduct Consultation on Mitigation and Determining Feasibility of Mitigation Measures

CONSULTANT shall identify the types of potential environmental mitigation activities and potential areas to carry out these activities, including activities that may have the greatest potential to restore and maintain the environmental functions affected by the Proposed General Plan, and examine the feasibility of various mitigation measures discussed. This examination will focus upon how plan policies, programs, strategies and implementation measures, including existing or proposed development standards, will allow the discernment of whether future projects are exempt from further CEQA review; are projects potentially subject to further review but are within the scope of the MEIR and do not result in any additional environmental impacts which are not adequately mitigated; or, are projects which are not within the scope of the MEIR or result in potential impacts not adequately mitigated by the identified mitigation measures. The CONSULTANT shall participate in up to four agency consultation meeting to discuss the environmental mitigation measures; City staff shall send out meeting notices and reserving a conference room at City Hall. A determination of precisely how many mitigation consultation meetings are necessary shall be made either as a part of the Task 3 scoping work plan, or improvised according to agency expressions of interest. CONSULTANT shall prepare meeting materials, facilitate the meeting(s), and prepare a summary of feedback received and make revisions to proposed mitigations in Task 7 as

necessary. This scope of work assumes four (4) mitigation consultation meetings.

Deliverables for Task 9: Assist with Advance Mailings Announcing Mitigation Consultation; Meeting Materials; Mitigation Consultation Memorandum including revised table of Impacts and Mitigation Measures;

Task 10 – Evaluate Significant Irreversible, Growth-Inducing, and Cumulative Impacts

CONSULTANT shall assess the impacts of the Proposed General Plan in several subject areas specifically required by CEQA, including significant irreversible, growth-inducing, and cumulative impacts with City’s assistance on transportation effects. CONSULTANT shall prepare the chapter using work products from all tasks identified above as appropriate. Particular emphasis shall be placed on the growth-inducing and cumulative impact assessments, explaining the assumptions that are made, the impact assessments under Task 7 which may also be considered cumulative based on the nature of the data, the role a General Plan can play in influencing region-wide cumulative and growth-inducing effects, and the role of these findings in tiering for later CEQA documents. CONSULTANT shall draft the Findings and Facts in Support of Findings; Findings of *Over-Riding Considerations for adverse impacts which may not be mitigable below a level of significance*; and associated Resolutions for the General Plan, Zoning Update and MEIR.

Deliverables for Task 10: Draft Summary Chapter on Proposed Findings of Significance; Draft Mitigation Monitoring Table, providing information on results of mitigation as well as intended monitoring agency/agencies for each measure

Task 11 – Prepare Administrative Draft MEIR and Draft MEIR

CONSULTANT shall integrate all completed work from prior tasks into a single administrative draft MEIR (ADMEIR, includes appendices) using a document format approved by the City. The ADMEIR shall include:

- Executive Summary that explains the purpose and scope of the MEIR, MEIR organization, study approach, General Plan background, environmentally superior alternative and summary of impacts and mitigation;
- Introduction and Study Approach;
- Project Description (Overview of the Proposed General Plan);
- Environmental Assessments, including environmental setting data;
- Comparative Assessment of Alternatives;
- CEQA-Required Conclusions; and
- Report graphics, “Front Matter” (title page, table of contents, list of figures and tables, etc.) and “Back Matter” (report authors, bibliography, appendices, etc.)

Each chapter of the document should use the format agreed to between City and the CONSULTANT as part of Task 1.:

CONSULTANT shall provide the City's Project Manager with an electronic copy of the ADMEIR in Microsoft Word.

Following City staff review and CONSULTANT receipt of a single consolidated set of written comments from City's Project Manager, CONSULTANT shall revise the ADEIR as appropriate, and produce a second ADEIR before the Public Draft EIR to ensure all the City's comments have been addressed, and then prepare the Public Draft MEIR (or DMEIR) for public review. CONSULTANT shall provide the City with an electronic copy in Microsoft Word and in Adobe PDF format. The consultant will prepare a draft Notice of Availability. The City shall be responsible for reproducing and releasing the Draft MEIR; publishing and distributing the Notice of Availability of the Draft MEIR as required pursuant to CEQA Guidelines, section ; and filing the Notice of Completion (NOC), with the State Office of Planning and Research and filing the appropriate Notice and documents with the Fresno County Clerk. The City will schedule public comment meetings on the Draft MEIR, some of which the consultant will be expected to attend.

Deliverables for Task 11: Two Administrative Draft MEIRs (electronic copy in Microsoft Word, PDF, 10 hard copies and 25 CDs supplied by consultant), with all graphics, tables, and technical appendices; Responses to comments received from the City; Public Review Draft MEIR (electronic copy in Microsoft Word, PDF, 50 bound hard copies and 75 CDs supplied by consultant), also with all graphics, tables, and technical appendices; Notice of Availability; Notice of Completion; Distribution of Notice of Availability and Draft MEIR to Responsible and Trustee Agencies; Delivery of Notice of Completion and copies of the Draft MEIR to the State Office of Planning and Research; Collection of comments received (with tracking number).

Task 12 – Prepare Response to Comments on Draft MEIR

CONSULTANT shall prepare a response to each commenting letter received, listing those persons and entities commenting with a numerical index of all associated responses. CONSULTANT shall work closely with City staff to ensure complete and accurate responses. The consultant draft response shall be submitted to the project manager, and the consultant with City staff will review responses to ensure CEQA compliance.

The Consultant shall also prepare and assist City staff with presentation materials for the public hearings on the Proposed General Plan and Draft MEIR, and shall attend three public hearings during the public review period. After the public review period for the DMEIR has closed, City staff will provide CONSULTANT with scanned (from written) or transcribed (from oral) copies of all public comments received on the DMEIR during the public review period. CONSULTANT shall compile these comments and number them so that all contributors shall know how to organize their responses and then shall prepare the Response to Comments chapter as part of the Final MEIR. In addition, CONSULTANT shall recommend and make the appropriate changes in the Draft MEIR

to reflect any necessary technical corrections or revisions as identified in the Response to Comments chapter or by Fresno City staff.

Deliverables for Task 12: Response to Comments Chapter for the Final MEIR

Task 13 – Prepare Final EIR

CONSULTANT shall prepare a Final EIR in full compliance with the requirements of CEQA and the CEQA Guidelines, (which includes Responses to Comments and any technical corrections or revisions based on public comments to the Draft MEIR) in a timely manner to enable Fresno to reproduce copies of the Final MEIR and present it for certification anticipated to occur in June 2013. City staff shall review the draft of the Final MEIR and provide comments. Additional changes, including format changes, would be considered an additional service. CONSULTANT shall revise the Final MEIR as needed and provide City with an electronic copy in Microsoft Word and in PDF, plus one unbound, camera-ready copy. The City shall reproduce and release the Final MEIR. The Final MEIR shall include work products from Task 14 as appendices.

Deliverables for Task 13: Administrative Draft of the Final MEIR for City staff Review (electronic copy in Microsoft Word); Final MEIR (electronic copy in Microsoft Word and in PDF plus one unbound, camera ready copy)

Task 14 – Prepare EIR for Certification

The Consultant will be responsible for final preparation of the Findings and Facts in Support of Findings and the Statement of Overriding Considerations, and NOD, and the CONSULTANT shall prepare the Mitigation Monitoring Program as part of the MEIR certification process. City staff will also prepare and file the Notice of Determination with State Office of Planning and Research and the County Clerk. These work products shall be included as appendices in the Final MEIR as noted in Task 13.

Deliverables for Task 14: Mitigation Monitoring Program

SECTION VII. ATTACHMENTS= STANDARD CITY OF FRESNO CONSULTING AGREEMENT

Use of City's Standard City Consulting Services Agreement: THE CITY WILL BE UTILIZING A STANDARD CITY CONSULTING SERVICES AGREEMENT IN THE FORM ATTACHED HERETO (SEE SECTION IX) AND INCORPORATED HEREIN AND NO EXCEPTIONS TO THAT AGREEMENT WILL BE MADE.

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

THIS AGREEMENT is made and entered into effective the [Day of the Month e.g., 1st] day of _____, [Year], by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and [Consultant Name], [Legal Identity] (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional [Kind of Service] services for [Describe Project], hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services as a [Consultant's Profession] 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 [End Date], 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 \$[Fee Amount], 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** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors 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) 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.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of 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.

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

[Consultant Name],
[Legal Identity]

By: _____
[Name], [Title]

By: _____

Name: _____

Title: _____
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

ATTEST:
REBECCA E. KLISCH
City Clerk

By: _____
Deputy

By: _____

Name: _____

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

No signature of City Attorney required.
Standard Document #ALL 2.1 has been
used without modification, as certified by
the undersigned.

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

Any Applicable Professional License:

Number: _____

Name: _____

Date of Issuance: _____

Addresses:

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

CONSULTANT:
[Consultant Name]
Attention: [Name], [Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]

Attachments:

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

Exhibit A

SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno (“City”)
and [Consultant Name] (“Consultant”)

[Project Title]
PROJECT TITLE

[Describe Scope of Service]

SCHEDULE OF FEES AND EXPENSES

[Schedule of Fees and Expenses]

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno (“CITY”)
and [Consultant Name] (“CONSULTANT”)

[Project Title]
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, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code 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 shall maintain limits of liability of not less than:

1. General Liability:
\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate applying separately to the work performed under the Agreement
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
\$1,000,000 each accident for bodily injury
\$1,000,000 disease each employee
\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions)

\$1,000,000 per claim/occurrence
\$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).

Deductibles and Self-Insured Retentions

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, 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

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.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. CONSULTANT'S insurance coverage shall be primary and no contribution shall be required of CITY.

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 "Retro 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 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year

discovery period. This requirement shall survive expiration or termination of the Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, CONSULTANT must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.
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 hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. 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 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

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.

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 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: _____

Signature

Date

(name)

(company)

(address)

(city state zip)

Additional page(s) attached.