

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and FCS International, Inc., DBA FirstCarbon Solutions (Service Provider).

RECITALS

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

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

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

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

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

WHEREAS, this Agreement will be administered for City by its Planning Development Director (Administrator) or designee.

AGREEMENT

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

1. Scope of Services. Service Provider shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through October 30, 2028, with the option of two additional one-year extensions, subject to any earlier termination in accordance with this Agreement. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.

- (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement and shall not exceed \$2,000,000 paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services and are not for appropriations.
- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expenses.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

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

shall such payment impair or prejudice any remedy available to City with respect to the breach.

- (d) Upon any breach of this Agreement by Service Provider, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.
 - (d) This Section 5 shall survive expiration or termination of this Agreement.
- 6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.
- 7. Indemnification. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Service Provider or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Service Provider's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

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

This section shall survive termination or expiration of this Agreement.

- 8. Insurance.
 - (a) Throughout the life of this Agreement, the Service Provider shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The

required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

- (b) If at any time during the life of the Agreement or any extension, the Service Provider or any of its subcontractors/sub-Service Providers fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Service Provider shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Service Provider shall not be deemed to release or diminish the liability of the Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service Provider, its principals, officers, agents, employees, persons under the supervision of the Service Provider, vendors, suppliers, invitees, Service Providers, sub-Service Providers, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

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

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

- (c) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.
- (d) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- (e) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- (f) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
- (g) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
- (h) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
 - (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.
11. General Terms.
- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
 - (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
 - (c) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

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

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

13. Independent Contractor.

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

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

notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

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

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

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

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

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ

City Attorney:
Signed by: _____
By: Kristi Costa 10/6/2025
A1AA5ECA0B314E5...
Kristi Costa Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

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

Attachments:

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

FCS International, Inc., DBA FirstCarbon
Solutions

DocuSigned by:
By: Mary Bean 10/2/2025
F9584AB32BBA47E...

Name: Mary Bean

Title: Sr. Vice President

(If corporation or LLC., Board Chair,

Signed by:
By: C. Patrick Schultz 10/2/2025
B3AC5BF245884D5...

Name: C. Patrick Schultz

Title: COO

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

REVIEWED BY:

SERVICE PROVIDER:

FCS International, Inc., DBA FirstCarbon
Solutions
Attention: Rose Walsh
Senior Proposal Manager
1475 N. Broadway, Suite 300
Walnut Creek, CA, 94596
Phone: 916-768-3972
E-mail: rwalsh@fcs-intl.com

EXHIBIT A

SCOPE OF SERVICES

**Service Agreement between City of Fresno
and FCS International, Inc., DBA FirstCarbon Solutions**
ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

See attached.

Schedule of Fees:

See attached.

EXHIBIT B

INSURANCE REQUIREMENTS

**Service Agreement between City of Fresno (City)
and FCS International, Inc., DBA FirstCarbon Solutions (Service Provider)
ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS’ COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event the Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

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

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

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

CLAIMS-MADE POLICIES

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

the Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are

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

SUBCONTRACTORS

If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the Consultant, and City, prior to commencement of any work by the subcontractor.

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

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

Explanation: N/A

N/A

☐ Additional page(s) attached.

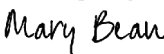
DocuSigned by:

 F9584AB32BBA47E...
 Signature
 10/2/2025
 Date
 Mary Bean
 Name
 FirstCarbon Solutions
 Company
 2999 Oak Road, Suite 250
 Address
 Walnut Creek, CA 94597
 City, State, Zip

EXHIBIT D

Service Agreement between City of Fresno and FCS International, Inc., DBA FirstCarbon Solutions ON-CALL CEQA SERVICES - STANDARDS OF PERFORMANCE

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

City Direction and Consultation

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

Subcontractor Management

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

Communication Protocol

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

Confidential Information and Ownership

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

Standards of Performance

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

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

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

FIRSTCARBON SOLUTIONS

FCS INTERNATIONAL, INC.

Statement of Qualifications to Provide On-Call Environmental Services Pursuant to CEQA (Bid File No. 12501022)

Prepared for:
City of Fresno
Planning and Development Department
03168.0038.Q

November 29, 2024



COVER LETTER

November 29, 2024

Nadia Salinas, Project Manager
 City of Fresno
 Planning and Development Department
 2600 Fresno Street, 3rd Floor
 Fresno, CA 93721

**Subject: Statement of Qualifications to Provide On-Call Environmental Services Pursuant to CEQA
 (Bid File No. 12501022)**

Dear Ms. Salinas:

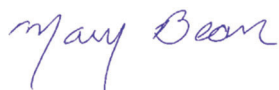
Home to a diverse population of approximately 530,000 people, the City of Fresno (City) is a large and dynamic community that offers excellent residential, educational, recreational, and economic opportunities. In continuous pursuit of its vision of a healthy and prosperous Fresno, the City is implementing and processing land development projects and land use plans that promote growth while preserving the City's natural beauty. In line with this, the City's Planning and Development Department seeks to establish a list of consulting firms that will assist with the preparation of environmental documents pursuant to the California Environmental Quality Act (CEQA).

FCS International, Inc., doing business as FirstCarbon Solutions (FCS), is interested and committed to providing on-call CEQA-compliant services to support the City's development and planning projects, programs, and initiatives. We are uniquely qualified to become one of the City's consultants for the following reasons. Please see our *Other Information* section for a discussion of these key elements.

- **FCS provides a full array of in-house technical and legal counsel services.**
- **FCS specializes in preparing legally defensible documents.**
- **FCS is highly experienced in streamlining the CEQA process.**
- **FCS thoroughly understands the City's processes, standards, and requirements.**
- **FCS has a wealth of experience in providing National Environmental Policy Act (NEPA) documentation services.**

Thank you for taking the time to review our Statement of Qualifications (SOQ). Our signatures below certify that we are authorized to contractually obligate the firm. If you have any questions or would like to discuss your specific needs in more detail, please contact **Philip Ault, MS, LEED AP**, Project Director/Noise Specialist, at 559.930.6191 or pault@fcs-intl.com.

Sincerely,



Mary Bean
 Senior Vice President
FirstCarbon Solutions
 7726 N. First Street, #413
 Fresno, CA 93720



Philip Ault, MS, LEED AP
 Project Director/Noise Specialist
FirstCarbon Solutions
 7726 N. First Street, #413
 Fresno, CA 93720

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 E info@fcs-intl.com

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 Suite 250
 Walnut Creek, CA 94597

Central Valley
 7726 N. First Street
 #413
 Fresno, CA 93720

Inland Empire
 967 Kendall Drive
 #A-537
 San Bernardino, CA 92407

Sacramento Valley
 2351 Sunset Boulevard
 Suite 170-301
 Rocklin, CA 95765

Utah
 2901 Bluegrass Boulevard
 Suite 200-62
 Lehi, UT 84043

Connecticut
 2 Corporate Drive
 Suite 450
 Shelton, CT 06484

New York
 10 Monument Street
 Deposit, NY 13754

56 Broome Corporate Parkway
 Conklin, NY 13748

CANADA

UNITED KINGDOM

PORTUGAL

FRANCE

KENYA

AUSTRALIA

PHILIPPINES

CHINA

MALAYSIA

SINGAPORE



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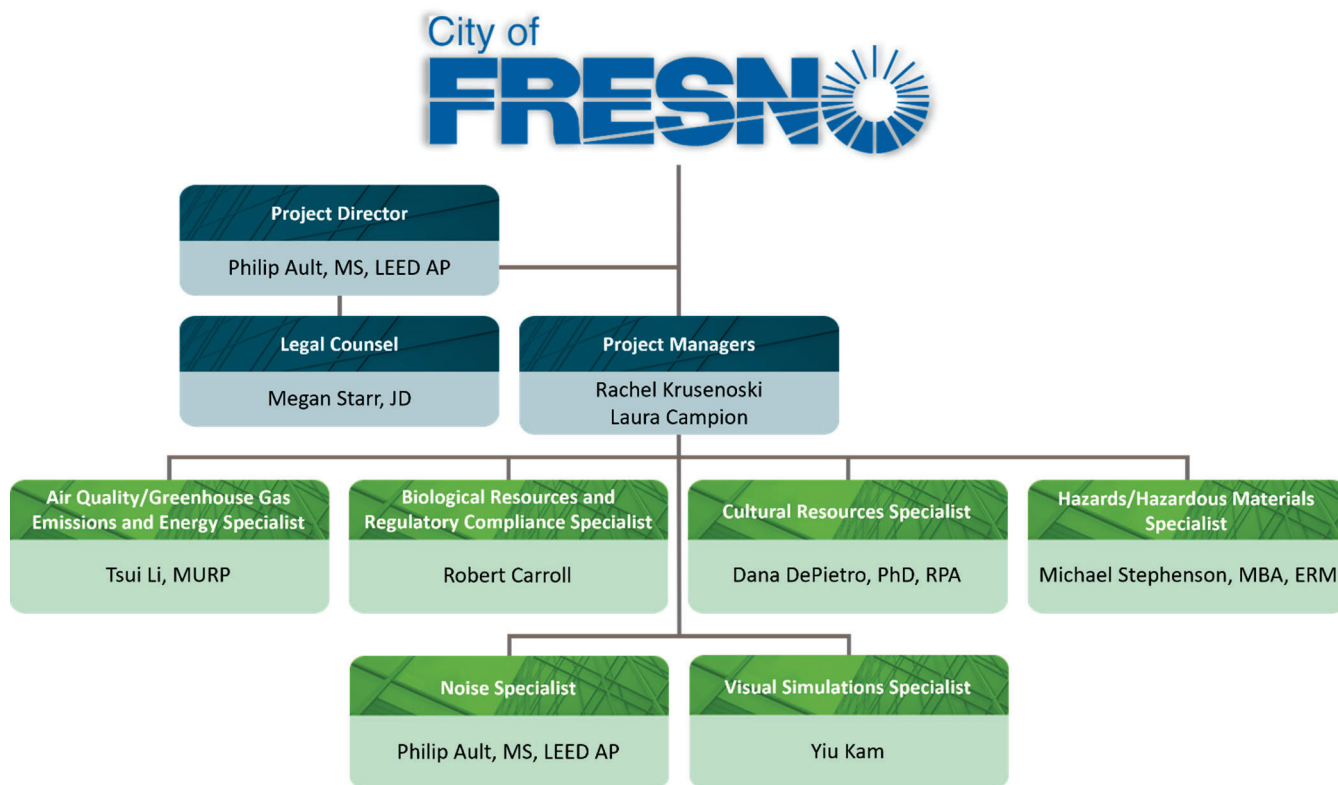
Legal Documents

Appendix A: Resumes

FIRM/TEAM OVERVIEW

Founded and incorporated in the State of California in 1982, FCS is a California Corporation that has provided hundreds of local government, State, and federal agencies, as well as private development clients with on-call environmental services, including, but not limited to, the preparation of Environmental Impact Reports (EIRs), Initial Studies, Mitigated Negative Declarations (MNDs) or Negative Declarations (NDs), technical studies, Mitigation Monitoring and Reporting Programs (MMRPs), and associated notices. In addition to CEQA consulting and documentation services, we also provide air quality and greenhouse gas (GHG) emissions analysis, energy analysis, noise analysis, and biological, cultural and archaeological, historic, visualization/Geographic Information System (GIS), and sustainability planning services. FCS serves clients in the Western United States with more than 120 staff members located in Fresno, Sacramento, Walnut Creek, San Bernardino, and Irvine (HQ).

To support the City's efforts, FCS has prepared a team of key management and technical personnel who have demonstrated expertise in the services requested by the City. Our proposed management structure is illustrated in the organization chart below. More detailed summaries of our team's experience and qualifications are provided in the *Resumes* section and *Appendix A: Resumes* of this SOQ. If/when relevant and necessary, FCS would supplement our identified team with key specialty subcontracting firms providing particular technical expertise to meet the City's future project and technical needs.



REFERENCES

Below, we provide information on our representative projects that required services that are similar in scope and complexity as those requested by the City. We encourage the City to contact our references to receive a firsthand account of our project performance and standards of quality.

Fresno Southeast Development Area Specific Plan Project Program EIR and Recirculated Program EIR, City of Fresno, CA

Client	City of Fresno
Contact	Sophia Pagoulatos, AICP , Planning Manager; 559.621.8062; sophia.pagoulatos@fresno.gov
Key Personnel	P. Ault (Project Manager/Noise Specialist); R. Krusenoski (Project Manager); L. Campion (Assistant Project Manager); T. Li (Senior Air Quality Scientist); M. Starr (Legal Counsel); R. Carroll (Biological Resources and Regulatory Compliance Specialist); and D. DePietro (Cultural Resources Specialist)
Relevant Services	Program EIR; Technical Studies (Air Quality/GHG Emissions and Energy Analysis; Biological Resources Assessment [BRA]; Cultural, Tribal Cultural, and Paleontological Resources Analyses; Noise Analysis; Traffic Impact Analysis [TIA]; and Utilities/Service Systems and Hydrology/Water Quality); Notice of Preparation (NOP); Response to Comments; Findings of Fact/Statement of Overriding Considerations; Revised Program EIR; Revised Technical Studies (Air Quality/GHG Emissions and Energy Analysis, Hydrology and Water Utilities Analysis, and Transportation Analysis); MMRP; Project Management
Subconsultants	Economic & Planning Systems, Inc. (Fiscal Nexus Study); Blair, Church & Flynn Consulting Engineers (Infrastructure Assessment); TJKM Transportation Consultants (Traffic/Vehicle Miles Traveled [VMT] Specialist); Raimi + Associates (R+A) (Public Outreach Specialist); Rose Strategic Communications (Public Outreach Specialist)

FCS prepared the Program EIR and subsequent Recirculated Program EIR for the Fresno Southeast Development Area (SEDA) Specific Plan Project for the City of Fresno, California. The proposed project is a Specific Plan for SEDA that would provide for increased density and accelerate housing production throughout the Plan Area. The proposed project would offer flexibility in meeting the evolving needs of households in the region through a multimodal transportation network and diverse housing types and affordability levels. It has the potential to accommodate approximately 45,000 homes and 37,000 jobs within the nearly 9,000-acre planning area by the year 2050. The proposed project is framed with three interrelated goals: fiscal responsibility, social equity, and environmental sustainability. The proposed project would link a series of complete communities and mixed-use centers with a multimodal transportation network. Additionally, the proposed project would include major transit lines, mixed-use centers, diverse residential districts, employment districts, open space, agriculture, and green infrastructure. In addition, the Plan proposes to reduce VMT by 57 percent, reduce GHG emissions from cars and buildings by 60 percent, reduce air pollution from cars and trucks by 83 percent, and reduce water use by 59 percent compared to buildout under the approved land use plans. The **Program EIR** included a detailed programmatic evaluation of activities to be carried out through the Specific Plan and will allow the City to incorporate feasible mitigation measures. This use of streamlining will fast-track the production of much-needed housing for the City and the region.

Comments on the Draft Program EIR were received from July 14, 2023, to August 28, 2023. A Partial Recirculation Draft Program EIR was then prepared and published, which was limited to Geology and Soils and Transportation sections. Comments on the Partial Recirculated Draft Program EIR were received via written comment letters from October 3, 2023, to November 17, 2023. FCS and the City were in process of finalizing the Final Program EIR for the proposed project in August 2024. However, on August 6, 2024, the Court of Appeal, Fifth Appellate District Court entered an order setting aside City resolutions, decertifying the City's General Plan Program EIR (General Plan Program EIR) and rescinding the adoption of the General Plan Amendment (GPA), which means the City could no longer tie from the General Plan Program or incorporate the General Plan Program EIR or the GPA by reference.

As such, FCS prepared a revised Draft Program EIR that removes applicable references to the General Plan EIR and GPA, developed mitigation measures independent of the General Plan Program EIR without reference to the GPA, incorporates errata and information from the previous preparation of response to comments on the previously prepared Program EIR, and addresses the deficiencies identified by the court in the General Plan Program EIR.

Fresno Central Southeast Specific Plan Subsequent MND and Standalone IS/MND, City of Fresno, CA

Client	City of Fresno
Contact	Sophia Pagoulatos, AICP , Planning Manager; 559.621.8062; sophia.pagoulatos@fresno.gov
Key Personnel	P. Ault, MS, LEED AP (Project Manager); L. Campion (Project Manager); R. Krusenoski (Assistant Project Manager); R. Carroll (Biological Resources and Regulatory Compliance Specialist); D. DePietro, PhD, RPA (Cultural Resources Specialist); and Y. Kam (Visual Simulations Specialist)
Relevant Services	Program EIR; Subsequent MND; Technical Studies (Air Quality, GHG Emissions, and Climate Change Impact Assessment; Hazards and Hazardous Materials Analysis; Noise Analysis; Transportation and TIA; and Utilities and Service Systems); MMRP; Addendum; and Project Management

FCS prepared the Subsequent MND, and supporting technical studies for the Central Southeast (CSE) Specific Plan. The City of Fresno adopted a new General Plan that identified priority infill areas for new investment and redevelopment. Over the next four years, the City completed seven Specific Plans, including the Central Southeast Area Specific Plan (CSASP). The CSASP Area is within the Roosevelt Community Plan Area, which encompasses nearly 30 square miles of land located generally east and southeast of downtown. The area is primarily developed with industrial and suburban land uses along several high-capacity transportation corridors, including Highway 180 East and Highway 41 South.

The City of Fresno Development and Resource Management Department selected Raimi + Associates (R+A) to prepare a Specific Plan and FCS to provide environmental technical services for the Central Southeast Planning Area. The R+A and FCS team holds expertise in community-based urban design, land use, real-estate economics and economic development, neighborhoods, growth modeling, urban/suburban/county island interface, infrastructure, and environmental compliance.

The final Subsequent MND was prepared and was schedule to go to City Council in fall of 2024. However, on August 6, 2024, the Court of Appeal, Fifth Appellate District Court entered an order setting aside City resolutions, decertifying the City's General Plan Program EIR (General Plan Program EIR) and rescinding the adoption of the General Plan Amendment (GPA), which means the City could no longer tie from the General Plan Program or incorporate the General Plan Program EIR or the GPA by reference.

As such, FCS is preparing a revised Subsequent MND that removes applicable references to the General Plan EIR and GPA, developed mitigation measures independent of the General Plan Program EIR without reference to the GPA, incorporates errata and information from the previous preparation of response to comments on the previously prepared Subsequent MND, and addresses the deficiencies identified by the court in the General Plan Program EIR.

Tracy Alliance Project EIR, City of Tracy, CA

Client	City of Tracy
Contact	Victoria Lombardo , Senior Planner; 209.831.6428; victoria.lombardo@cityoftracy.org
Key Personnel	T. Li, MURP (Project Manager); M. Starr, JD (Legal Counsel); R. Carroll (Biological Resources and Regulatory Compliance Specialist); D. DePietro, PhD, RPA (Cultural Resources Specialist); P. Ault, MS, LEED AP (Noise Specialist)
Relevant Services	EIR; Technical Studies (Air Quality/GHG Emissions and Energy Analysis, BRA, CRA/Tribal Cultural Resources [TCRs], Paleontological Records Search, Noise Impact Analysis, Transportation Impact Assessment, and Phase I Environmental Site Assessment [ESA]); Flood Protection Technical Memorandum and Water Supply Assessment Peer Review; Findings of Fact/Statement of Overriding Considerations; Responses to Comments; and Project Management

Subconsultants	Sharla Yang Consulting (CalEEMod Emissions Analyses); Kenneth Finger (Paleontological Resources Specialist); Environmental Assessment Specialists, Inc. (Phase I ESA Specialist); Kimley-Horn and Associates, Inc. (Traffic Specialist); and Vincent A. Mirabella (Air Quality)
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FCS prepared a Draft and Final EIR for the Tracy Alliance Project in City of Tracy, California. The project proposes up to 3.4 million square feet of warehouse and distribution and related uses on nearly 192 acres. The site consists of six parcels under ownership by three separate parties: Tracy Alliance Group, Suvik Farms, LLC, and Zuriakat. The site is within unincorporated San Joaquin County land, adjacent to the northeastern city limits and within the City of Tracy's Sphere of Influence. Development on the Tracy Alliance parcels would consist of 1,849,500 square feet of warehouse and office space located in three buildings and a stormwater detention basin with a pump station (that would be City-owned and managed). Approximately 12.51 acres of the Tracy Alliance parcels would be reserved to accommodate a portion of a planned interchange at Paradise Road and Interstate 205. Development plans for the Suvik Farms parcels and the Zuriakat parcel are not specified at this time. The Final EIR was initially published in March 2023 and was updated in July 2023. Following a City Council hearing at which the project was not approved, the applicant revised the project and submitted a new application to the City.

South McKinley Avenue East Industrial Project Initial Study/Mitigated Negative Declaration and Supporting Technical Studies, City of Stockton, CA

Client	City of Stockton
Contact	Matt Diaz, AICP , Planning Manager; 209.937.8598; matt.diaz@stocktonca.gov
Key Personnel	M. Starr, JD (Legal Counsel); P. Ault, MS, LEED AP (Air Quality/GHG Emissions and Energy Specialist and Noise Specialist); T. Li, MURP (Air Quality/GHG Emissions and Energy Specialist); and D. DePietro, PhD, RPA (Cultural Resources Specialist)
Relevant Services	Initial Study/Mitigated Negative Declaration (IS/MND); Technical Studies (Air Quality Analysis; BRA; Phase I Cultural Resources Assessment [CRA]; Noise Analysis; TIA); MMRP; Response to Comments; and Project Management
Subconsultants	Kenneth Finger (Paleontological Resources Specialist) and Advanced Mobility Group (Traffic Specialist)

FCS is preparing an IS/MND and supporting technical studies for the South McKinley Avenue East Industrial Project. The applicant (GO Industrial). The 11.7-acre project site is currently vacant and undeveloped, aside from a shipping container on the north end of the project site. The site lies along French Camp Slough and riparian oak woodlands associated with French Camp Slough. The site has historically been used for agricultural purposes. The proposed project would result in the annexation of the site into the City of Stockton and the development of a 184,166-square-foot building containing warehouse and office space. Areas of concern included biological resources, cultural and tribal resources, geology/soils, greenhouse gas emissions, hazards/hazardous materials, and transportation. FCS is currently preparing the Final IS/MND.

City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA

Client	City of Pleasanton
Contact	Ellen Clark , Community Development Director; 925.931.5606; eclark@cityofpleasantonca.gov
Key Personnel	R. Krusenoski (Project Manager); M. Starr, JD (Legal Counsel); R. Carroll (Biological Resources and Regulatory Compliance Specialist); D. DePietro, PhD, RPA (Cultural Resources Specialist); and P. Ault, MS, LEED AP (Noise Specialist)

Relevant Services	Program EIR; Technical Studies (Air Quality/GHG Emissions and Energy Analysis, CRA and TCR, Noise Analysis, Transportation Assessment, and Water Supply Assessment); MMRP; NOP; Findings of Fact/Statement of Overriding Considerations; and Project Management
Subconsultants	Fehr & Peers (Traffic Specialist) and Watearth, Inc. (Water Supply Assessment)

FCS provided technical services for the City of Pleasanton's 2023–2031 (6th Cycle) Housing Element Update. The Housing Element is required to identify and analyze existing and projected housing needs and include statements of the City's goals, policies, quantified objectives, and scheduled programs for the preservation, improvement, and development of housing. The City of Pleasanton identified a total of 25 sites for potential rezoning to fulfill its housing shortfall between its Regional Housing Needs Allocation and the existing housing capacity of 3,173 units. The Program EIR focused on the sites identified in the Housing Element Update that could potentially be zoned for residential use. The final list of approved sites to be adopted by the City Council was accompanied by the GPAs and Specific Plan Amendments and rezoning actions to accommodate residential housing development. The Program EIR was certified, and the Housing Element was approved by the City Council in January 2023.

Following certification of the Housing Element EIR in January 2023, **FCS prepared a streamlining template document** for use by the City, applicants, and other third-party consultants to evaluate specific Housing Element implementing projects as they are submitted. The template document reflects streamlining guidance contained in CEQA section 15183, which provides an exemption for consistent projects, and streamlines additional review by limiting it to project-specific significant impacts that are peculiar to the project or the site. The purpose of the template is to determine whether a proposed action falls within the buildout parameters previously evaluated within the Housing Element Update EIR and determine whether there would be any new or substantially greater impacts than what was previously disclosed.

The streamlining template summarizes the conclusions of each environmental topic studied in the EIR and incorporates specific mitigation measures that could be applicable to a subsequent project. The templates ensure that future projects being considered for streamlining can be evaluated efficiently, and in a consistent and accurate manner. **FCS is currently processing four housing element sites utilizing this template.**

Walnut Creek-Mixed Use Special District Project Supplemental EIR, City of Walnut Creek, CA

Client	City of Walnut Creek
Contact	Chip Griffin , Principal Planner; 925.943.5899 x2678; griffin@walnut-creek.org
Key Personnel	L. Champion (Assistant Project Manager); M. Starr, JD (Legal Counsel); P. Ault, MS, LEED AP (Air Quality/GHG Emissions and Energy Specialist and Noise Specialist); R. Carroll (Biological Resources and Regulatory Compliance Specialist); and D. DePietro, PhD, RPA (Cultural Resources Specialist)
Relevant Services	Supplemental EIR; Technical Studies (Biological and Cultural Resources Analysis; Air Quality, GHG Emissions, and Energy Analysis, including a Construction and Operational Health Risk Assessment [HRA]; and Noise Analysis); and Project Management
Subconsultants	South Environmental (Historic Built Environment Specialist); Kenneth Finger (Paleontological Resources Specialist); Cameron-Cole, LLC (Hazards/Hazardous Materials Specialist); W-Trans (Traffic Specialist)

FCS provided technical services for the Walnut Creek-Mixed Use Special District Project. The project consisted of amendments to the North Downtown Specific Plan that would create an Auto Sales–Custom Manufacturing Mixed-use Special District overlay on approximately 6.2 acres owned or controlled by Toyota Walnut Creek, the applicant. One of the goals is to facilitate redevelopment of the project site with mixed-uses, including the enhanced auto sales and service uses,



which would be maintained as part of any redevelopment, as well as a potential mix of multi-family residential, hotel, and/or other compatible non-residential uses.

Since the ultimate land use and site plan are not currently known and there are various ways in which the subject lands could ultimately be developed under the North Downtown Specific Plan (as amended), in order to conduct the required environmental review, the Supplemental EIR included an innovative approach and evaluates (based on the maximum reasonable development potential in light of reasonably available information) three potential development scenarios, each of which involved a different mix and allocation of potential uses that could reasonably be assumed along with the net increase in auto sales, service, and ancillary uses (which would remain a constant among all three development scenarios). ***As part of this analysis, FCS also prepared a Comparative Summary of Potential Impacts appendix to provide a conservative analysis while allowing flexibility with respect to the ultimate development scenario.*** The project was approved in May 2024.

WORK SAMPLES

FCS encourages the City to review samples of our recently completed environmental documentation for the following projects:

Project	Website
Fresno Southeast Development Area Specific Plan Project Program EIR and Recirculated Program EIR, City of Fresno, CA	https://ceqanet.opr.ca.gov/2022020486/2
Central Southeast Planning Area Specific Plan and Subsequent MND, City of Fresno, CA	https://ceqanet.opr.ca.gov/2023020138
South McKinley Avenue East Industrial Project IS/MND and Supporting Technical Studies, City of Stockton, CA	https://ceqanet.opr.ca.gov/2024081317
Tracy Alliance Project EIR, City of Tracy, CA	https://ceqanet.opr.ca.gov/2020080524/3
City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA	https://ceqanet.opr.ca.gov/2022040091/3
Walnut Creek-Mixed Use Special District Project Supplemental EIR, City of Walnut Creek, CA	https://ceqanet.opr.ca.gov/2021060184/2

RESUMES

In this section, we provide brief biographical sketches for each key personnel who may be assigned to work on the City’s future projects. Resumes, including the staff’s certifications and licenses, are provided in *Appendix A: Resumes* of this SOQ.

Philip Ault, MS, LEED AP, Project Director and Noise Specialist, has more than 18 years of experience in noise environmental impact analysis. As the Director of Noise Services, Mr. Ault is responsible for overseeing noise studies and environmental management systems and regulatory compliance with CEQA and NEPA requirements. He has prepared project-level technical noise analyses and programmatic noise and vibration impact analyses for programmatic-level CEQA analyses, including general plans, general plan updates, and specific plans. Mr. Ault has managed more than 900 projects that included the coordination of technical teams across multiple disciplines, firms, and municipal staff. In the past five years, Mr. Ault has also taken on the management of multiple CEQA and NEPA projects that involved the preparation of Addenda, Exemptions, Initial Studies, EIRs, and Environmental Assessments (EAs). In his role as Manager of the Noise Team, he trains staff on conducting field noise measurements in compliance with the Federal Highway Administration (FHWA),

California Department of Transportation (Caltrans), Federal Transit Administration (FTA), and Housing and Urban Development (HUD) standards, as well as providing director-level review of all noise analyses. Mr. Ault also provides senior oversight, peer review, and expert testimony for FCS's noise services.

Rachel Krusenoski, Project Manager, is a skilled environmental and transportation planner with more than 6 years of relevant experience. She is proficient in CEQA, NEPA, and State regulations, as she has actively managed the preparation and completion of environmental documents, including Initial Studies, MNDs, EIRs, EAs, and associated technical studies for aviation, transit, water resource, and residential planning projects. Ms. Krusenoski is also experienced in facilitating public outreach programs and public meeting presentations. Apart from her project management skills, Ms. Krusenoski is well versed in various graphic design software, including Aeronautical Reconnaissance Coverage Map (ArcMap) and GIS. She is also proficient in the Adobe Creative Suite programs, including InDesign, Illustrator, and Photoshop.

Laura Campion, Project Manager, is an Environmental Services Analyst with 1 year of relevant experience in professional writing. Her work experience includes the preparation of technical studies for CEQA and NEPA documentation and the development of effective, flexible, and cost-efficient mitigation strategies to support more than 25 projects and various CEQA-compliant documents, including EIRs. Ms. Campion has also provided Title 24 interior noise analysis and other studies concerning noise management and compliance and produced legally defensible analyses. Ms. Campion is familiar with the current case law, methodologies, and standards from State and federal agencies, including Caltrans, the FHWA, and the FTA. She is proficient in analyzing noise and vibration impacts using various resources, modeling tools, and programs, such as the FHWA FCN and the FHWA Traffic Noise Model (TNM).

Megan Starr, JD, Legal Counsel, is a licensed Attorney with more than 24 years of experience in providing support and direction to multiple stakeholders on large projects involving State and federal environmental laws, including CEQA, the Endangered Species Act, the Migratory Bird Treaty Act (MBTA), the National Historic Preservation Act (NHPA), the Clean Air Act, and the Clean Water Act (CWA). She has represented a wide variety of public agencies, including cities, counties, school districts, community services districts, transportation agencies, and water districts, on issues related to environmental and land use planning. Ms. Starr has also assisted in the preparation of numerous environmental documents, including EIRs/Environmental Impact Statements (EISs), Categorical Exclusions, Findings of No Significant Impact (FONSIs), NDs, Multiple Species Habitat Conservation Plans (MSHCPs), and MMRPs. In addition to providing legal counsel services, Ms. Starr has served as a CEQA Guidelines Project Manager and has prepared and distributed customized CEQA Guidelines and related forms for more than 60 different public agencies.

Tsui Li, MURP, Air Quality/GHG Emissions and Energy Specialist, has more than 9 years of experience in environmental review and air quality modeling that comply with CEQA and NEPA regulations. She is proficient in the provisions of CEQA and other State regulations and has actively overseen the compilation and completion of CEQA documents for residential, mixed-use, commercial, retail, transportation, and industrial projects. In addition, Ms. Li has performed air quality and GHG emissions analyses to support CEQA documents using a wide range of models and has extensive knowledge of various quantification methods. Ms. Li has a thorough understanding of the air quality and GHG emissions regulatory requirements of numerous air districts, including the Bay Area Air Quality Management District (BAAQMD), the South Coast Air Quality Management District (South Coast AQMD), and the San Joaquin Valley Air Pollution Control District (Valley Air District).

Robert Carroll, Biological Resources and Regulatory Compliance Specialist, has more than 15 years of experience in environmental analysis, biological resources, and regulatory permitting. While working at the Oregon Department of Fish and Wildlife (ODFW), Mr. Carroll conducted spawning surveys of adult salmonids in numerous streams throughout the Willamette Valley. His experience at the ODFW also included spawning and rearing techniques at various ODFW run fish hatcheries for the dispersal of steelhead in lakes and rivers throughout the Corvallis watershed. Mr. Carroll also contributed to ODFW's preliminary study to document fish diversity throughout the Little Muddy Creek. As a Biologist and Regulatory Specialist, Mr. Carroll's expertise includes multi-agency regulatory permitting and compliance (NEPA, CEQA, and California

and federal Endangered Species Act, natural resource assessments, special-status flora and fauna species surveys, construction compliance monitoring, and wildlife habitat assessments. Mr. Carroll has extensive experience managing wetland delineation projects and performing regulatory permitting pursuant to the jurisdiction of the California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), the US Army Corps of Engineers (USACE), and other local and regional agencies and organizations. He is well versed in the CWA Sections 404 and 401 permitting and the CDFW Code 1602 permitting.

Dana DePietro, PhD, RPA, Cultural Resources Specialist, is a Registered Professional Archaeologist (License No. 13517) who meets the Secretary of the Interior's Standards for historic preservation programs in archaeology. Dr. DePietro has more than 21 years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, materials conservation, history of art and architecture, and community engagement. He has experience in compliance with NEPA, CEQA, the NHPA, and the Archaeological Resources Protection Act (ARPA). Dr. DePietro has completed cultural resource projects that have involved agency, client, Native American, and subcontractor coordination; treatment plans and research design development; archival research; field reconnaissance; site testing; data recovery excavation; construction monitoring; site recordation; site protection/preservation; mapping/cartography; spatial analysis/GIS; laboratory analysis; materials conservation; artifact curation and exhibition; and report production. He has completed projects in California within the jurisdiction of the Bureau of Land Management (BLM) and other federal agencies requiring compliance with Section 106 of the NHPA. He has also completed projects throughout California under CEQA for State and local governments and municipalities, and has worked with clients to ensure deliverables meet and exceed the standards set by the California Office of Historic Preservation (OHP).

Michael Stephenson, MBA, ERM, Hazards/Hazardous Materials Specialist, has more than 29 years of project management, site assessment, and remediation experience gained from working on various projects, including large and complex industrial developments, for both private and municipal clients. Mr. Stephenson's expertise includes risk management, environmental liability estimation, database management, and statistical data analysis. He has conducted human health and ecological risk assessments, Remedial Investigations/Feasibility Studies (RI/FS), soil and groundwater characterizations; provided technical support for site closures; and managed several soil and groundwater remediation, monitoring, and investigation for projects involving human health and ecologically based risk analyses.

Yiu Kam, Visual Simulations Specialist, is a multi-disciplinary Designer specializing in developing meaningful and compelling visual tools for stakeholder and community consideration and collaboration. With more than 18 years of graphics expertise in the urban planning, long range planning, and environmental planning fields, Mr. Kam keenly understands the power of effective visual communication to educate, inform, and inspire an audience. He specializes in creating visual simulations and renderings for development projects undergoing CEQA review, with special consideration of viewshed corridors and compatibility with surrounding land uses. His workflow, developed over the years, ensures the geographically accurate and photorealistic depiction of a project's buildings, landscaping, and grading within an existing environment. Mr. Kam also has award-winning graphic communications experience in developing creative campaigns for various projects that encompass the disciplines of graphic design, project and event branding and art direction, informational animation videos, social media, and web design/user interface.

SUMMARY OF QUALIFICATIONS

FirstCarbon Solutions

FCS's ability to execute multiple projects of various sizes simultaneously without compromising our quality standards makes us uniquely qualified to provide on-call services to the City. FCS currently holds 132 on-call environmental services contracts with clients throughout California, including the cities of Clovis, Tracy, Lincoln, and the Fresno Metropolitan Flood Control District. FCS's consistent project performance is exemplified by the long-term relationships we enjoy with these on-call

clients, as many of our on-call contracts are in their fourth or fifth renewal period. All of our current on-call contracts involve environmental analysis and documentation services that are similar in scope and complexity as those requested by the City.

As detailed in this SOQ, we provide a full range of CEQA expertise. Below are FCS's broad-based environmental services that are relevant to the needs of the City:

- CEQA/NEPA Documentation
- Air Quality and GHG Emissions Analyses
- Archaeological Surveys, Testing, and Salvage
- Biological Surveys and Assessments
- Climate Action Plans (CAPs)
- Cultural Resources Evaluations (Section 106)
- Development Applications and Entitlements Processing/Review
- Due Diligence-level Site Assessments
- Energy Analyses
- Expert Witness Testimony, Peer Review, and Consensus Building
- Fugitive Dust Control and Construction Mitigation Plans
- GIS Mapping and Analyses
- Habitat Characterizations, Mapping, and Impact Analyses
- Hazardous Materials Risk Analyses
- HRAs
- Historic Property Survey Reports
- Historic Resources Compliance Reports
- Legislative and Policy Analyses
- MMRPs
- Municipal Ordinance Updates
- Native American Consultation
- Noise and Vibration Analyses
- Opportunities and Constraints Analyses
- Paleontological Surveys and Salvage
- Permit Processing (CWA 404, CWA 401, Fish and Game Code 1600, Endangered Species Act Section 7)
- Phase I ESAs
- Public Outreach Programs (Websites, Microsites, Scoping Meetings, Public Noticing, Mailing Lists, Public Hearings)
- Regulatory Compliance Assistance
- Renewable Energy Site Assessments
- Site-specific Community Planning
- Special-status Species Surveys
- Specific Plans
- Sustainable Community Analyses
- Visual Simulations/Visualization Services
- Wetlands Delineation and Permitting
- Zoning Compliance and Permits

Subconsultants

FCS maintains long-standing relationships with a variety of subconsultants who provide specialized technical services. Generally, these are services that FCS does not provide, including engineering services (civil, construction, structural, transportation, hydraulic); economic/demographic analyses; geotechnical and geological services; water and groundwater engineering, planning, and permitting; and traffic/circulation planning, analysis, and related services.

From time to time, FCS also supplements our existing staff capabilities by subcontracting to specialists in the areas of aesthetics/visual analysis, air quality and GHG emissions, cultural resources, historic resources, paleontological resources, biological resources (arborists, construction monitors, permit holders for specific special-status species, construction monitors, and habitat restoration/mitigation specialists), landscape architecture/planning, public outreach, noise and acoustical services, and hazards-related services, including Phase I ESAs. FCS will work with the City to identify appropriate team members from the City's approved list of consultants to ensure that all of the City's project and technical needs can be met expeditiously and in a cost-effective manner.

RATE SHEET

Compensation is based on the following fee schedule and charges.

FCS Personnel	Hourly Labor Rate (\$)	FCS Personnel	Hourly Labor Rate (\$)
President	\$320–\$340	Graphic Designer/GIS/Computer-aided Design and Drafting Specialist	\$110–\$150
Director/Vice President	\$270–\$320	Publications Coordinator/Technical Editor	\$110–\$150
Legal Counsel	\$220–\$260	Word Processor	\$95–\$130
Associate Director/Senior Team Leader	\$220–\$270	Archaeological/Paleontological Monitor I/II	\$95–\$130
Senior Project Manager/Senior Scientist/Senior Regulatory Scientist	\$190–\$220	Archaeological/Paleontological Monitor III	\$130–\$160
Project Manager/Scientist/Regulatory Scientist	\$140–\$190	Biological Monitor I/II	\$95–\$130
Assistant Project Manager/Assistant Scientist/Assistant Regulatory Scientist	\$120–\$140	Biological Monitor III	\$130–\$160
Environmental Analyst/Technical Analyst/Regulatory Analyst	\$90–\$120	Reprographics Assistant/Intern	\$70–\$90
Senior Graphic Designer/GIS Manager	\$150–\$210	Administrative Assistant/Accounting/Clerical	\$70–\$110

Other Labor Rates

Labor rates for expert testimony, litigation support, and depositions/court appearances will be billed at a minimum of two times the above rates. If additional services are authorized during the performance of a contract, compensation will be based on the fee schedule in effect at the time the services are authorized.

Direct Expenses

Direct costs and out-of-pocket expenses are billed as follows:

1. Out-of-pocket expenses, including, but not limited to, travel, messenger service, reprographics, lodging, meals, blueprint, reproduction, and photographic services: Cost, as charged to FCS, plus a 10 percent administrative fee.
2. Subcontractors' fees: Cost, as charged to FCS, plus a 15 percent administrative fee.
3. Passenger Cars: \$0.67 per mile.
4. Four-wheel-drive vehicles: \$95.00 per day plus \$0.67 per mile.
5. Records checks: Fees vary by facility and project.
6. Museum curation: Fees vary by city and project.
7. Cultural resources storage/curation of fossil and artifact collections: Cost, as charged to FCS, plus a 10 percent administrative fee.
8. Per Diem: Fees charged at the USA Federal (GSA) Rate. Lodging surcharge may apply in high-rate areas.
9. US Fish and Wildlife Service (USFWS)/CDFW impacts or mitigation fees: Cost, as charged to FCS, plus a 10 percent administrative fee.

OTHER INFORMATION

FCS provides a full array of in-house technical and legal counsel services. We maintain a deep bench of in-house technical specialists to ensure we can adequately address all of the topical areas included in the CEQA Guidelines. FCS's highly qualified technical personnel bring a wealth of expertise in regulatory compliance, planning and entitlements, air quality and GHG emissions, biological and cultural resources, noise management, and visualization services. Our depth of technical staff in all disciplines ensures the successful and seamless completion of project deliverables. In addition, FCS's Legal Counsel, **Megan Starr, JD**, has more than 24 years of experience in supporting projects involving State and federal environmental laws. Our quality assurance/quality control (QA/QC) process, supported by an in-house legal team, involves every step in the preparation of technical studies and reports, including multiple reviews of project documents to ensure strict adherence to regulatory content and processing requirements, as well as legal sufficiency, technical adequacy, and objectivity of the reports we prepare.

FCS specializes in preparing legally defensible documents. During our 42-year history, FCS has established a superior record of legal defensibility for the environmental documents we prepare. In most cases, our clients have avoided litigation entirely because of our strict adherence to regulatory content and processing requirements. Our peer review processes, supported by an in-house legal team with substantial experience in environmental litigation, further bolster this process.

FCS is highly experienced in streamlining the CEQA process. FCS has prepared and/or is preparing more than 200 addenda and more than 100 checklists. FCS works with clients to leverage previously prepared environmental documentation with the collection of new, detailed environmental data necessary to analyze a project pursuant to CEQA requirements. Our approach facilitates the development of a comprehensive impact analysis while streamlining the environmental compliance process, which provides consistency and transparency for applicants and agency staff during the development process, as well as additional legal defensibility while also saving time and money.

FCS thoroughly understands the City's processes, standards, and requirements. Since 2006, FCS has been providing a full range of environmental documentation and consulting services to support more than 150 projects in the City. Currently, FCS is completing the ***SEDA Specific Plan Environmental Analysis and EIR Recirculation*** and the ***Maple Avenue and Butler Avenue Land Use Change Project IS/MND Addendum***. FCS also recently completed the ***Central Southeast Planning Area Specific Plan and Program EIR***. Our recent experience in supporting the City's projects allows us to efficiently understand existing conditions in the local area and evaluate projects in light of City policies and regulations. In addition, our familiarity with the City's environmental review process and expectations will allow FCS to provide environmental services to accommodate expedited project processing and will help ensure that the City's projects remain on schedule and within budget.

FCS has a wealth of experience in providing NEPA documentation services. For more than 42 years, FCS has prepared thousands of NEPA-compliant environmental documents, including, but not limited to, EISs, EAs, FONSI, Categorical Exclusions, Statutory Checklist/Worksheet, and associated technical studies for a variety of project types, including large infrastructure and planning projects, as well as other projects requiring federal agency action. Some of our recent projects include Habitat for ***Humanity Three-Lot Split NEPA and CEQA Services*** in the City of Fresno, ***RSSA Street Signs Replacement Project CEQA/NEPA Documentation*** and ***General Petroleum Extension Project NEPA Analysis*** in Kings County, and ***Burbank Avenue Subdivision Project NEPA HUD Environmental Assessment*** in City of Santa Rosa.

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

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

BID FILE NO. 12501022

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

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

☒ **ACCEPT**
☐ **DO NOT ACCEPT**

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



Signature of Authorized Person

Philip Ault, MS, LEED AP, Associate
Director

Type or Print Name of Authorized Person

Appendix A: Resumes

FIRSTCARBON SOLUTIONS™

PHILIP AULT, MS, LEED AP—PROJECT DIRECTOR/NOISE SPECIALIST

Education

- Master of Science, Advanced Environmental and Energy Studies for Architecture, University of East London at Center for Alternative Technology, Wales, UK, 2007
- Bachelor of Science, Mathematics, Bob Jones University, Greenville, SC, 1991

Training and Certifications

- US Green Building Council, Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP), without specialty
- TRAFFIX Training, Dowling Associates, Inc., Oakland, CA
- FHWA TNM 2.5 and Traffic Noise Fundamentals Training Course, Bowlby & Associates, Inc., Franklin, TN
- Principles of Ecological Design, Case Studies in Ecological Design, San Francisco Institute of Architecture San Francisco, CA

Philip Ault, MS, LEED AP, has more than 18 years of experience in noise and air quality environmental impact analysis. As the Director of Noise and Air Quality Services, Mr. Ault is responsible for overseeing climate-sustainability strategy, noise and air quality studies, and environmental management systems and regulatory compliance with CEQA and NEPA requirements. He has prepared project-level technical noise analyses and programmatic noise and vibration impact analyses for programmatic-level CEQA analyses, including general plans, general plan updates, and specific plans. Mr. Ault has managed more than 900 projects that included the coordination of technical teams across multiple disciplines, firms, and municipal staff. In the past five years, Mr. Ault has also taken on the management of multiple CEQA and NEPA projects that involved the preparation of Addenda, Exemptions, Initial Studies, EIRs, and EAs. In his role as Manager of the Noise Team, he trains staff on conducting field noise measurements in compliance with FHWA, Caltrans, FTA, and HUD standards, as well as providing director-level review of all noise analyses. Mr. Ault also provides senior oversight, peer review, and expert testimony for FCS's noise services. In his role as Manager of the Air Quality Team, he guides the training and coordination of the air quality team members. He oversees and manages a full range of air quality and GHG emissions analyses, HRAs, and energy impact analyses. Mr. Ault manages projects and task orders completed under FCS's on-call contracts with the cities of Clovis, Tracy, Lincoln, Woodland, Williams, Milpitas, San José, Alameda, Berkeley, Dublin, Fremont, Hayward, Pleasanton, Hercules, Richmond, San Ramon, Burlingame, East Palo Alto, and South San Francisco; the counties of Stanislaus, Colusa, San Benito, Tuolumne, Calaveras, Contra Costa, and Solano; the City and County of San Francisco; the Town of Tiburon; and the Fresno Metropolitan Flood Control District.

RELATED EXPERIENCE AND CLIENT SUMMARY

- **Fresno SEDA Specific Plan Program EIR and Recirculated Program EIR, City of Fresno, CA:** As the Project Director, Mr. Ault is managing the preparation of the EIR and providing director-level review of the air quality and noise documents.
- **Fresno CSE Specific Plan Subsequent MND and Standalone IS/MND, City of Fresno, CA:** Mr. Ault prepared the Noise Impact Analysis.



PHILIP AULT, MS, LEED AP—PROJECT DIRECTOR/NOISE SPECIALIST

- **6505 South McKinley Avenue East Industrial Project IS/MND and Supporting Technical Studies, City of Stockton, CA:** Mr. Ault is providing director-level review of the air quality and noise documents.
- **Tracy Alliance Project EIR, City of Tracy, CA:** Mr. Ault is providing director-level review of the air quality and noise documents.
- **City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA:** Mr. Ault prepared the construction and operational noise impact analysis and oversaw the preparation of and provided director-level review of the air quality and GHG emissions analyses associated with construction and future development buildout and operation of the proposed project.
- **Walnut Creek-Mixed Use Special District Project Supplemental EIR, City of Walnut Creek, CA:** Mr. Ault is providing director-level review of the air quality and noise documents.
- **State Route (SR) 99/Veterans Boulevard Interchange Noise Study Report, City of Fresno, CA:** Mr. Ault prepared the NEPA and CEQA noise impact assessment and documentation for this project. He performed the necessary noise measurements and concurrent traffic counts to calibrate the TNM 2.5 and prepared the Noise Abatement Decision Report. He also incorporated the findings of these reports into the final environmental document, and provided the additional analysis needed to identify and disclose impacts pursuant to CEQA.
- **Northwest Fresno Shaw/Brawley Walmart EIR Project, City of Fresno, CA:** As the Air Quality and Noise Specialist, Mr. Ault prepared the Air Quality Analysis and the Noise Impact Analysis for this project.
- **Program EIR for the Downtown Neighborhoods Community Plan (DNCP), Fulton Corridor Specific Plan (FCSP), and Downtown Development Code (DDC), City of Fresno, CA:** Mr. Ault was the Air Quality and Noise Specialist for the Program EIR for this project.
- **Fulton Mall Reconstruction Project Environmental Construction Monitoring, City of Fresno, CA:** As the Project Manager, Mr. Ault coordinated all project efforts directly with City staff, and personally oversaw all monitoring services and managed all subconsultant teams.
- **Travers Creek Bridge Replacement Caltrans NEPA/CEQA Documentation and Permitting, Fresno County, CA:** Mr. Ault prepared the construction Noise Impact Analysis to meet the requirements for a Type III roadway project established in 23 Code of Federal Regulations (CFR) 772.
- **Woodlake Wastewater Treatment Plant Noise Analysis, City of Woodlake, CA:** Mr. Ault performed ambient noise measurements and prepared the technical noise report analyzing the potential impacts of the proposed expanded facility operations.
- **Addendum and Technical Studies to the Santa Nella Community Specific Plan Recirculated EIR, Merced County, CA:** Mr. Ault prepared the air quality and noise technical reports for the Initial Study.
- **Merced Gateway Master Plan Project EIR, City of Merced, CA:** As the Senior Noise Specialist, Mr. Ault prepared the construction and operational noise impact analysis supporting the EIR, including traffic noise modeling, construction noise and vibration impact analysis, as well as stationary source noise impact analysis for the proposed project.

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RACHEL KRUSENOSKI—PROJECT MANAGER

Education

- Bachelor of Science, Urban Studies and Planning, with focus in Environmental Policy and Planning, minor in Environmental Studies, University of Southern California, Sol Price School of Public Policy, Los Angeles, CA, 2019

Professional Development

- CEQA Essentials Workshop Webinar, Association of Environmental Professionals, 2020

Rachel Krusenoski is a skilled environmental and transportation planner with more than 6 years of relevant experience. She is proficient in CEQA, NEPA, and State regulations, as she has actively managed the preparation and completion of environmental documents, including Initial Studies, MNDs, EIRs, EAs, and associated technical studies for aviation, transit, water resource, and residential planning projects. Ms. Krusenoski is also experienced in facilitating public outreach programs and public meeting presentations. Apart from her project management skills, Ms. Krusenoski is well versed in various graphic design software, including ArcMap and GIS. She is also proficient in the Adobe Creative Suite programs, including InDesign, Illustrator, and Photoshop. Ms. Krusenoski manages projects and task orders completed under FCS's on-call contracts with the cities of Clovis and San Ramon.

RELATED EXPERIENCE AND CLIENT SUMMARY

- **Fresno SEDA Specific Plan Program EIR and Recirculated Program EIR, City of Fresno, CA:** Ms. Krusenoski is managing the preparation of the Recirculated Program EIR and previously managed the preparation of the Draft Program EIR.
- **Fresno CSE Specific Plan Subsequent MND and Standalone IS/MND, City of Fresno, CA:** Ms. Krusenoski assisted with the project management of the project analysis and Subsequent MND and is now managing the preparation of the Standalone IS/MND.
- **City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA:** Ms. Krusenoski assisted with the project management of the Program EIR.
- **Joiner Parkway Project Class 32 Exemption Memorandum and Technical Studies, City of Lincoln, CA:** Ms. Krusenoski managed the preparation of the Class 32 Exemption Memorandum and technical studies.
- **Arroyo Lago Development Project EIR, Alameda County, CA:** Ms. Krusenoski is managing the preparation of the EIR and technical studies.
- **Addendum to the North Camino Ramon Specific Plan EIR for the Iron Horse Village Project, City of San Ramon, CA:** Ms. Krusenoski managed the preparation of an EIR and the supporting technical analyses.
- **Sherburne Hills Residential Project EIR, Town of Danville, CA:** Ms. Krusenoski is managing the preparation of an EIR and technical studies.
- **Elworthy Property Residential Project Due Diligence, Town of Danville, CA:** Ms. Krusenoski is managing the project due diligence.

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RACHEL KRUSENOSKI—PROJECT MANAGER

- **Gateway Road Industrial Project Technical Studies, Napa County, CA:** Ms. Krusenoski is managing the preparation of the technical studies.
- **Addendum to General Plan EIR for the Winery Project, Napa County, CA:** Ms. Krusenoski is managing the preparation of an Addendum to General Plan EIR.
- **Devlin Road Warehouse Project Cultural and Traffic Studies, Napa County, CA:** Ms. Krusenoski is managing the preparation of the technical studies and managing the subconsultant for the traffic study.
- **Napa Zinfandel Estate Subdivision 53-lot Single-family Residential IS/MND, City of Napa, CA:** Ms. Krusenoski is managing the preparation of the IS/MND and the supporting technical analyses.
- **Oak Hill Apartments Project EIR, Marin County, CA:** Ms. Krusenoski managed the preparation of an EIR and supporting technical studies.
- **Airport Village Housing Development EIR and Technical Studies, Sonoma County, CA:** Ms. Krusenoski managed the preparation of an EIR and supporting technical studies.
- **851 Brittain Lane Residential Project Addendum to the Roseland Area Project EIR, City of Santa Rosa, CA:** Ms. Krusenoski managed the preparation of an Addendum to the Roseland Area Project EIR.
- **Central Avenue Safety Improvements Project, City of Alameda, CA:** Ms. Krusenoski provided GIS support and developed various maps for the project, including a project area map, flood map, drainage map, and geologic map. She also digitized hand-drawn stormwater pipelines, manholes, and storm drains from City documents into an ArcMap layer, then applied the layers to the drainage maps. In addition, she was responsible for file transmittals and document coordination with subconsultants.

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LAURA CAMPION—PROJECT MANAGER

Education

- Bachelor of Arts, English, with an Emphasis in Professional Writing, Grand Canyon University, Phoenix, AZ, 2022
- Associate of Arts, Interdisciplinary Studies, Arts, Humanities, and Social Sciences, San Joaquin Delta College, Stockton, CA, 2019

Laura Campion is an Environmental Services Analyst with 1 year of relevant experience in professional writing. Her work experience includes the preparation of technical studies for CEQA and NEPA documentation and the development of effective, flexible, and cost-efficient mitigation strategies to support more than 25 projects and various CEQA-compliant documents, including EIRs. Ms. Campion has also provided Title 24 interior noise analysis and other studies concerning noise management and compliance and produced legally defensible analyses. Ms. Campion is familiar with the current case law, methodologies, and standards from State and federal agencies, including the Caltrans, the FHWA, and the FTA. She is proficient in analyzing noise and vibration impacts using various resources, modeling tools, and programs, such as the FHWA FCN and the FHWA Traffic Noise Model.

RELATED EXPERIENCE AND CLIENT SUMMARY

- **Fresno SEDA Specific Plan Program EIR and Recirculated Program EIR, City of Fresno, CA:** As the Assistant Project Manager for the Program EIR and Recirculated Program EIR, Ms. Campion coordinated with the City of Fresno and subconsultants, wrote sections of both documents, and prepared the responses to comments.
- **Fresno CSE Specific Plan Subsequent MND and Standalone IS/MND, City of Fresno, CA:** As the Assistant Project Manager for the Subsequent MND, Ms. Campion coordinated with the City of Fresno and subconsultants, wrote sections of both documents, and prepared the responses to comments.
- **Walnut Creek-Mixed Use Special District Project Supplemental EIR, City of Walnut Creek, CA:** Ms. Campion authored the Findings of Fact.
- **I-580/Corral Hollow Interchange Upgrades IS/MND and Categorical Exclusion, City of Tracy, CA:** As the Assistant Project Manager, Ms. Campion is coordinating with the City of Tracy and subconsultants, writing sections of the document, and will prepare the responses to comments.
- **Comprehensive Zoning Ordinance Update, City of Milpitas, CA:** As an Environmental Analyst, Ms. Campion prepared sections of the update and coordinated meetings.
- **Arroyo Lago Development Project EIR, Alameda County, CA:** As the Assistant Project Manager, Ms. Campion coordinated with the City of Fresno and subconsultants, wrote and reviewed sections of the EIR, and prepared the responses to comments.
- **Addendum to the North Camino Ramon Specific Plan EIR for the Iron Horse Village Project, City of San Ramon, CA:** As the Assistant Project Manager, Ms. Campion coordinated with the City of San Ramon and subconsultants, wrote sections of the EIR, and prepared the responses to comments.
- **Zinfandel Estate Subdivision 51-Lot Single-Family Residential IS/MND, City of Napa, CA:** Ms. Campion is managing the preparation of the IS/MND and supporting technical studies.

FIRSTCARBON SOLUTIONS™

LAURA CAMPION—PROJECT MANAGER

- **Dracaea Avenue Improvements Project Initial Study, Biological Resources Assessment and MSHCP Consistency Analysis, and Jurisdictional Delineation, City of Moreno Valley, CA:** Ms. Campion is managing the preparation of the Initial Study.
- **Villages at the Quarry Project Consistency Checklist and Technical Studies, City of Pleasanton, CA:** Ms. Campion is managing the preparation of the Consistency Checklist and Technical Studies.
- **2023-2031 (6th Cycle) Housing Element Update Program EIR CEQA Guidelines Section 15183 Consistency Checklist for the Merritt Property Project, City of Pleasanton, CA:** Ms. Campion is managing the preparation of the Consistency Checklist and Technical Studies.
- **Oak Knoll Housing Development Initial Study/Addendum, City of Oakland, CA:** Ms. Campion is managing the preparation of the Initial Study/Addendum and Technical Studies.
- **North Orchard Oaks Apartments Class 32 Exemption Report and Technical Studies, City of Vacaville, CA:** Ms. Campion is managing the preparation of the Class 32 Exemption Report and Technical Studies.
- **Addendum to the North Downtown Specific Plan EIR for the Walnut Creek Honda General Plan Amendment and Rezone Project, City of Walnut Creek, CA:** Ms. Campion is managing the preparation of the Addendum and supporting technical studies.
- **Evergreen Ranch Estates Project EIR, Town of Danville, CA:** As the Assistant Project Manager, Ms. Campion is coordinating with the City of Danville and subconsultants, writing sections of the document, and will prepare the responses to comments.

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MEGAN STARR, JD—LEGAL COUNSEL

Education

- Juris Doctorate, with Honors, University of Southern California Gould School of Law, CA, 2001
- Bachelor of Arts, History, with a Comparative Degree in Law and Society, Cum Laude, Dean's List, Regents Scholar, University of California, Riverside, CA, 1998

License

- California State Bar No. 217675

Megan Starr, JD, is a licensed Attorney with more than 24 years of experience in providing support and direction to multiple stakeholders on large projects involving State and federal environmental laws, including CEQA, the Endangered Species Act, the MBTA, the NHPA, the Clean Air Act, and the CWA. She has represented a wide variety of public agencies, including cities, counties, school districts, community services districts, transportation agencies, and water districts, on issues related to environmental and land use planning. Ms. Starr has also assisted in the preparation of numerous environmental documents, including EIRs/EISs, Categorical Exclusions, FONSIs, NDs, MSHCPs, and MMRPs. In addition to providing legal counsel services, Ms. Starr has served as a CEQA Guidelines Project Manager and has prepared and distributed customized CEQA Guidelines and related forms for more than 60 different public agencies.

RELATED EXPERIENCE AND CLIENT SUMMARY

Ms. Starr played a key role in FCS's QA/QC process by reviewing documents to ensure legal defensibility for the following projects:

- Fresno SEDA Specific Plan Program EIR and Recirculated Program EIR, City of Fresno, CA:
- 6505 South McKinley Avenue East Industrial Project IS/MND and Supporting Technical Studies, City of Stockton, CA
- Tracy Alliance Project EIR, City of Tracy, CA
- City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA
- Walnut Creek-Mixed Use Special District Project Supplemental EIR, City of Walnut Creek, CA
- Baker Commodities Relocation Project IS/MND, City of Hanford, CA
- Baldwin Master Plan/Zacharias Master Plan EIR and Technical Studies, City of Patterson, CA
- Sperry Avenue Commercial Park Project IS/MND and Technical Studies, City of Patterson, CA
- The Kelsey Ayer Station Project Initial Study and SB 35 Ministerial Approval, City of San José, CA
- Prologis Warehouse Planned Development and Site Plan Design Review IS/MND, City of Livermore, CA
- Lassen Road Residential Development Project IS/MND, City of Livermore, CA
- Spotorno Ranch Project Subsequent EIR, City of Pleasanton, CA
- 10x Genomics Development Project IS/MND and Supporting Technical Analysis, City of Pleasanton, CA
- Del Hombre Apartments Project EIR, Contra Costa County, CA
- Oak Road Townhouse Condominiums Project EIR and Peer Review of Technical Studies, Contra Costa County, CA
- Scannell Properties Logistics Warehouse Project EIR, Contra Costa County, CA
- The Ranch Project Recirculated EIR, City of Antioch, CA
- Terraces of Lafayette EIR Addendum, City of Lafayette, CA

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MEGAN STARR, JD—LEGAL COUNSEL

- Alves Ranch EIR Addendum, City of Pittsburg, CA
- Oak Park Properties Specific Plan EIR, City of Pleasant Hill, CA
- Blake-Griggs Multi-family Residential Facility EIR, City of Pleasant Hill, CA
- San Ramon Retail Analysis, City of San Ramon, CA
- CityWalk Master Plan EIR, City of San Ramon, CA
- City Village Project Addendum to the North Camino Ramon Specific Plan EIR, City of San Ramon, CA
- The Promenade at the Preserve Residential Project IS/MND Addendum and Technical Studies, City of San Ramon, CA
- Addendum to the 1509 El Camino Real Residential Condominiums IS/MND, City of Burlingame, CA
- BDSP Program-level EIR, City of American Canyon, CA
- Westin Hotel 15183 Checklist, City of Napa, CA
- McKinstry Wine Train Hotel Initial Study/Addendum to the Downtown Napa Specific Plan Final Program EIR, City of Napa, CA
- Sausalito Comprehensive General Plan Update and EIR, City of Sausalito, CA
- Alexander Valley Wellness Center IS/MND, City of Cloverdale, CA
- Addendum to the NEAP EIR for the North Village Project, City of Healdsburg, CA
- Growth Management Ordinance Ballot Measure General Plan EIR Addendum, City of Healdsburg, CA
- Elnoka Continuing Care Retirement Community Project EIR, City of Santa Rosa, CA
- College Creek Apartments Project Consistency Checklist, City of Santa Rosa, CA
- Oakmont Senior Living Emerald Isle Skilled Nursing Facility Project IS/MND, City of Santa Rosa, CA
- Burbank Avenue Subdivision Project CEQA Exemption Consistency Memorandum, City of Santa Rosa, CA

Publications

C. Lobel (Nossaman, Guthner, Knox & Elliott), M. Starr (Best Best & Krieger), and C. Calfee (Best Best & Krieger). 2006. "Legally Defensible Environmental Review Under CEQA."

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TSUI LI, MURP—AIR QUALITY/GREENHOUSE GAS EMISSIONS AND ENERGY SPECIALIST

Education

- Master of Urban and Regional Planning, University of California, Irvine, CA, 2018
- Bachelor of Science, Environmental Sciences, University of California, Riverside, CA, 2016

Technical Expertise

- California Emissions Estimator Model
- ArcGIS
- Minitab (Statistical Software)

Tsui Li, MURP, has more than 9 years of experience in environmental review and air quality modeling that comply with CEQA and NEPA regulations. She is proficient in the provisions of CEQA and other State regulations and has actively overseen the compilation and completion of CEQA documents for residential, mixed-use, commercial, retail, transportation, and industrial projects. In addition, Ms. Li has performed air quality and GHG emissions analyses to support CEQA documents using a wide range of models and has extensive knowledge of various quantification methods. Ms. Li has a thorough understanding of the air quality and GHG emissions regulatory requirements of numerous air districts, including the BAAQMD, the South Coast AQMD, and the Valley Air District. Ms. Li manages projects and task orders completed under FCS's on-call contract with the City of Gilroy.

RELATED EXPERIENCE AND CLIENT SUMMARY

- **6505 South McKinley Avenue East Industrial Project IS/MND and Supporting Technical Studies, City of Stockton, CA:** As the Air Quality/GHG Emissions and Energy Specialist, Ms. Li was involved in the air quality modeling process and drafted the Air Quality, GHG Emissions, and Energy sections of the IS/MND.
- **Tracy Alliance Project EIR, City of Tracy, CA:** As the Project Manager, Ms. Li oversaw the preparation of the EIR and closely coordinated with the lead agency and private developer on schedule, budget, and project status.
- **General Petroleum Avenue Extension Project NEPA Analysis, Kings County, CA:** Ms. Li was the Project Manager for the preparation of the NEPA documentation for the project.
- **Environmental Report for Hyperloop Transportation Technologies (HTT) Inc.—Hyperloop Research and Demonstration Center (HRDC) in Kings County, Quay Valley, CA:** As an Analyst, Ms. Li analyzed project impacts on aesthetics, land use and planning, public services, recreation, utilities, and hydrology, and prepared the associated sections of the IS/MND.
- **Barber Yard Specific Plan Project EIR, City of Chico, CA:** As the Senior Air Quality Scientist, Ms. Li managed the preparation of the air quality, HRA, GHG emissions, and energy analysis. Ms. Li also coordinated with the lead agency to strategize a proper approach to analyze air quality and GHG emissions.
- **Chang Property Development IS/MND, Technical Studies, Planning, and LAFCO Application Services, City of San Ramon, CA:** Ms. Li provided planning support to the City by authoring the Staff Report and drafting the resolutions and conditions.



TSUI LI, MURP—AIR QUALITY/GREENHOUSE GAS EMISSIONS AND ENERGY SPECIALIST

- **Highway 1/North Main Street—Spindrift Way IS/MND and Technical Studies, City of Half Moon Bay, CA:** As an Environmental Analyst, Ms. Li was responsible for evaluating project impacts and drafting various sections of the IS/MND.
- **Library/Learning Resource Center Building Replacement Project IS/MND, Solano Community College District, Fairfield, CA:** As an Environmental Analyst, Ms. Li assisted in the project-related noise impact analysis and the preparation of noise section in the IS/MND.
- **Solano Ranch Project EIR and Technical Studies, City of Vallejo, CA:** As the Senior Air Quality Scientist, Ms. Li manages the preparation of the air quality, GHG emissions, and energy analysis.
- **Banning 25 Warehouse Project IS/MND and Technical Studies, City of Banning, CA:** As the Senior Air Quality Scientist, Ms. Li reviewed and addressed public technical comments on the air quality, GHG emissions, and energy analysis prepared for the project.
- **Rio Vista Specific Plan EIR, City of Jurupa Valley, CA:** As the Senior Air Quality Scientist, Ms. Li reviewed and addressed public, technical comments on the air quality, GHG emissions, and energy analysis prepared for the project. Ms. Li also provided support to the lead agency by attending public hearing for the project and answered any technical questions related to the project, as needed.
- **Solano Ranch Project EIR and Technical Studies, City of Vallejo, CA:** As the Senior Air Quality Scientist, Ms. Li manages the preparation of the air quality, GHG emissions, and energy analysis.

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ROBERT CARROLL—BIOLOGICAL RESOURCES AND REGULATORY COMPLIANCE SPECIALIST

Education

- Bachelor of Science, Fisheries Science, Concentration in Water Resources, Cum Laude, Oregon State University, Corvallis, OR, 2016
- Bachelor of Arts, Marketing, College of Business Administration, Marquette University, Milwaukee, WI, 2007

Licenses and Certifications

- Fairy Shrimp Identification Certification, 2017
- Wetland Delineation Certification, 2018

Robert Carroll has more than 15 years of experience in environmental analysis, biological resources, and regulatory permitting. While working at the ODFW, Mr. Carroll conducted spawning surveys of adult salmonids in numerous streams throughout the Willamette Valley. His experience at the ODFW also included spawning and rearing techniques at various ODFW run fish hatcheries for the dispersal of steelhead in lakes and rivers throughout the Corvallis watershed. Mr. Carroll also contributed to ODFW's preliminary study to document fish diversity throughout the Little Muddy Creek. As a Biologist and Regulatory Specialist, Mr. Carroll's expertise includes multi-agency regulatory permitting and compliance (NEPA, CEQA, and California and federal Endangered Species Acts), natural resource assessments, special-status flora and fauna species surveys, construction compliance monitoring, and wildlife habitat assessments. Mr. Carroll has extensive experience managing wetland delineation projects and performing regulatory permitting pursuant to the jurisdiction of the CDFW, the RWQCB, the USACE, and other local and regional agencies and organizations. He is well versed in the CWA Sections 404 and 401 permitting and the CDFW Code 1602 permitting. Mr. Carroll manages projects and task orders completed under FCS's on-call contract with the County of Contra Costa.

RELATED EXPERIENCE AND CLIENT SUMMARY

- **Fresno SEDA Specific Plan Program EIR and Recirculated Program EIR, City of Fresno, CA:** As the Senior Biologist, Mr. Carroll reviewed the biological resources section of the environmental document.
- **Fresno CSE Specific Plan Subsequent MND and Standalone IS/MND, City of Fresno, CA:** Mr. Carroll performed a desktop-level analysis and authored biological resource section.
- **Tracy Alliance Project EIR, City of Tracy, CA:** Mr. Carroll authored the Biological Resources Assessment (BRA).
- **City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA:** Mr. Carroll performed a desktop-level analysis and authored biological resource section of the EIR.
- **Walnut Creek-Mixed Use Special District Project Supplemental EIR, City of Walnut Creek, CA:** As the Senior Biologist, Mr. Carroll reviewed the biological resources section of the EIR.
- **Fresno Warehouse Project IS/MND, City of Fresno, CA:** Mr. Carroll conducted Swainson's hawk (*Buteo swainsoni*) protocol-level surveys, nesting detection surveys, and active bird nest status

ROBERT CARROLL—BIOLOGICAL RESOURCES AND REGULATORY COMPLIANCE SPECIALIST

determination surveys. He also assisted in the coordination with the project team regarding compliance with bird nests protection measures.

- **Fresno Police Department Substation Nesting Bird Surveys, City of Fresno, CA:** As the Senior Biologist, Mr. Carroll reviewed on-call biologist's work and coordinated with the client.
- **Veterans Boulevard Grade Separation Phase 1 and Phase 2 Pre-construction Surveys, City of Fresno, CA:** Mr. Carroll conducted two Pre-construction Surveys in accordance with the EIR and CEQA requirements.
- **Travers Creek Bridge Replacement California Department of Transportation (Caltrans) NEPA/CEQA Documentation and Permitting, Fresno County, CA:** Mr. Carroll prepared the CEQA IS/MND and the NEPA Categorical Exclusion and coordinated permitting through the USACE, the RWQCB, and the CDFW for the replacement of a structurally deficient bridge.
- **Addendum and Technical Studies to the Santa Nella Community Specific Plan Recirculated EIR, Merced County, CA:** As the Project Biologist, Mr. Carroll conducted field work and subsequently wrote the stand-alone BRA.
- **Villages of Patterson Project Burrowing Owl (BUOW) (*Athene cunicularia*) Habitat Assessment, City of Patterson, CA:** Mr. Carroll conducted three surveys for BUOW and other nesting birds .
- **Walnut Avenue Residential Project Biological Surveys, City of Patterson, CA:** As the Senior Biologist, Mr. Carroll conducted require pre-construction surveys for BUOW and Swainson's hawk protocol-level surveys.
- **Turlock Project Warehouse Consistency Checklist and Technical Studies, City of Turlock, CA:** Mr. Carroll conducted Swainson's hawk protocol-level surveys, nesting detection surveys, and active bird nest status determination surveys. He assisted in the determination of protection buffers and coordination with the project team regarding compliance with bird nests protection measures.
- **Tracy Village Development Project EIR, City of Tracy, CA:** As an Environmental Analyst, Mr. Carroll assisted in the preparation of the BRA; authored the public service letters and the Geology, Hydrology, and Population and Housing sections; and supported the project coordination and response to comments efforts.
- **Silva Dairy Site Industrial Project BUOW Pre-construction Survey, City of Tracy, CA:** Mr. Carroll conducted pre-construction surveys for BUOW and other nesting birds for this project.
- **El Dorado Materials Recovery Facility (MRF) Remodeling Project IS/MND, El Dorado County, CA:** Mr. Carroll authored the biological resources section of the MND and conducted the pre-construction nesting bird survey.
- **Dogtown Road Bridges Replacement Projects (San Domingo Creek, French Gulch, and Indian Creek) Caltrans NEPA/CEQA Documentation and Permitting, Calaveras County, CA:** As a Staff Biologist for the project, Mr. Carroll assisted in preparing the required regulatory permit application packages for the three bridge replacements.
- **Dogtown Road Bridges Replacement Projects (San Domingo Creek, French Gulch, and Indian Creek) Construction Biological Permitting Services, Calaveras County, CA:** Mr. Carroll managed the regulatory permitting support services prior to project construction.

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DANA DEPIETRO, PHD, RPA—CULTURAL RESOURCES SPECIALIST

Education

- Doctor of Philosophy, Near Eastern Art and Archaeology, University of California, Berkeley, CA, 2012
- Master of Arts, Near Eastern Art and Archaeology, University of California, Berkeley, CA, 2005
- Bachelor of Arts, Archaeology and History (double major), University of California, San Diego, CA, 2002

License

- Registered Professional Archaeologist, License No. 13517, 2016

Dana DePietro, PhD, RPA, is a Registered Professional Archaeologist (License No. 13517) who meets the Secretary of the Interior's Standards for historic preservation programs in archaeology. Dr. DePietro has more than 21 years of experience in all aspects of cultural resources management, including prehistoric and historic archaeology, paleontology, materials conservation, history of art and architecture, and community engagement. He has experience in compliance with NEPA, CEQA, the NHPA, and the ARPA. Dr. DePietro has completed cultural resource projects that have involved agency, client, Native American, and subcontractor coordination; treatment plans and research design development; archival research; field reconnaissance; site testing; data recovery excavation; construction monitoring; site recordation; site protection/preservation; mapping/cartography; spatial analysis/GIS; laboratory analysis; materials conservation; artifact curation and exhibition; and report production. He has completed projects in California within the jurisdiction of the BLM and other federal agencies requiring compliance with Section 106 of the NHPA. He has also completed projects throughout California under CEQA for State and local governments and municipalities and has worked with clients to ensure deliverables meet and exceed the standards set by the OHP. Dr. DePietro manages projects and task orders completed under FCS's contracts with the cities of Tracy, Lincoln, Woodland, Williams, Milpitas, San José, Alameda, Berkeley, Dublin, Fremont, Hayward, Pleasanton, Hercules, Richmond, San Ramon, Walnut Creek, East Palo Alto, Millbrae, and South San Francisco; the counties of Stanislaus, Colusa, San Benito, Tuolumne, Calaveras, Santa Cruz, Contra Costa, and Solano; the City and County of San Francisco; the Town of Tiburon; and the Fresno Metropolitan Flood Control District.

RELATED EXPERIENCE AND CLIENT SUMMARY

- **Fresno SEDA Specific Plan Program EIR and Recirculated Program EIR, City of Fresno, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.
- **Fresno CSE Specific Plan Subsequent MND and Standalone IS/MND, City of Fresno, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.
- **6505 South McKinley Avenue East Industrial Project IS/MND and Supporting Technical Studies, City of Stockton, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.

DANA DEPIETRO, PHD, RPA—CULTURAL RESOURCES SPECIALIST

- **Tracy Alliance Project EIR, City of Tracy, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.
- **City of Pleasanton 2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.
- **Walnut Creek-Mixed Use Special District Project Supplemental EIR, City of Walnut Creek, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.
- **Basin “EN” Construction Project Biological and Cultural Resources Services, City of Fresno, CA:** Dr. DePietro was the Project Manager for the biological and cultural resource services .
- **Program EIR for the Downtown Neighborhoods Community Plan (DNCP), Fulton Corridor Specific Plan (FCSP), and Downtown Development Code (DDC), City of Fresno, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.
- **Project Cougar Warehouse Project Technical Studies, City of Fresno, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.
- **Bonadelle Tract 6120 Cultural Resources Study, City of Clovis, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.
- **La Paloma Winery Demolition Project IS/MND, City of Clovis, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.
- **Baker Commodities Relocation Project IS/MND, City of Hanford, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.
- **Environmental Report for HTT Inc.—HRDC in Kings County, Quay Valley, CA:** As Principal Investigator for Cultural Resources, Dr. DePietro conducted all records searches and research and performed the field survey for historic and prehistoric cultural resources. He also coordinated consultation with Native American representatives and prepared the CRA.

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MICHAEL STEPHENSON, MBA, ERM—HAZARDS/HAZARDOUS MATERIALS SPECIALIST

Education

- Master of Business Administration, Saint Mary's College of California, Moraga, CA, 2002
- Bachelor of Arts, Environmental Studies, University of California, Santa Barbara, CA, 1994

Certification

- Environmental Risk Manager, Environmental Risk Strategies Institute, 2007

Technical Expertise

- Site Assessment and Remediation
- Environmental Risk Management
- Human Health Risk Assessment
- Facility Closures
- Vapor Intrusion Assessment and Mitigation

Professional Development

- 40-hour and 8-hour 29 CFR 1910.120 Training, Department of Labor
- 8-hour 29 CFR 1910.120 Supervisor Training, Department of Labor

Michael Stephenson, MBA, ERM, has more than 29 years of project management, site assessment, and remediation experience gained from working on various projects, including large and complex industrial developments, for both private and municipal clients. Mr. Stephenson's expertise includes risk management, environmental liability estimation, database management, and statistical data analysis. He has conducted human health and ecological risk assessments, RI/FS, soil and groundwater characterizations; provided technical support for site closures; and managed several soil and groundwater remediation, monitoring, and investigation for projects involving human health and ecologically based risk analyses.

RELATED EXPERIENCE AND CLIENT SUMMARY

- **Barber Yard Specific Plan Project EIR, City of Chico, CA:** As the Hazards/Hazardous Materials Project Director, Mr. Stephenson oversaw the completion of the Phase I ESA, designed the Phase II sampling program, and advised the City of Chico on potential mitigation measures.
- **Historic Lester Cottle Ranch Property Phase I and II ESA, Santa Clara County, CA:** As the Hazards/Hazardous Materials Project Director, Mr. Stephenson established the oversight agreement with the Santa Clara County Department of Environmental Health, developed the sampling plan, and oversaw the implementation of the site investigation and mitigation efforts.
- **Confidential Development Project, Palo Alto, CA:** Mr. Stephenson managed the characterization, remediation, and vapor intrusion assessments for a fast-paced development project.
- **Treatment, Storage, and Disposal Facilities (TSFDs) Assessment and Remediation, San José, CA:** As a Principal Investigator and Project Manager, Mr. Stephenson negotiated and directed closure strategies and activities for numerous TSDFs throughout North America. He has directed Resource



MICHAEL STEPHENSON, MBA, ERM—HAZARDS/HAZARDOUS MATERIALS SPECIALIST

Conservation and Recovery Act closure of individual units and entire facilities and has overseen post-closure monitoring for closed facilities.

- **3315 Almaden Site Assessment, San José, CA:** As the Hazards/Hazardous Materials Project Director, Mr. Stephenson developed the site characterization scope of work and the site mitigation strategy.
- **Lockheed Martin—Plant One Site Groundwater Investigation and Remediation, Sunnyvale, CA:** Mr. Stephenson developed and oversaw the implementation of an area-wide vapor intrusion assessment, including development of site-specific attenuation factors on multiple properties.
- **Fire Station 1 Development Project Phase I ESA, Menlo Park, CA:** As the supervising environmental professional (EP), Mr. Stephenson developed the professional opinion under the ASTM 1527-21 Phase I Standard.
- **Confidential Assessment and Remediation Project, South San Francisco, Bay Area, CA:** For more than 20 years, Mr. Stephenson has managed a large groundwater investigation and remediation project for an aerospace facility in the South San Francisco, Bay Area. He developed and oversaw the implementation of an area-wide vapor intrusion assessment, including development of site-specific attenuation factors on multiple properties.
- **Former US Army Reserve Center Closure Project, Rio Vista, CA:** As the Senior Risk Assessor for the closure project under the Clean Base Program, Mr. Stephenson performed human health and ecological risk assessments for the former US Army Reserve facility near Rio Vista, California. He also performed extensive public outreach with members of the local community explaining the base closure and realignment process and managed the GIS.
- **EKN Hotel + Downtown Housing and Economic Overlay Project Focused EIR, Petaluma, CA:** As the Hazards/Hazardous Materials Project Director, Mr. Stephenson evaluated proposed mitigation measures and responded to public comments on the proposed development.

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YIU KAM—VISUAL SIMULATIONS SPECIALIST

Education

- Bachelor of Arts, Urban Studies, University of California, Berkeley, CA, 2006

Skills

- Graphic Design
- Urban Design
- Web Design
- 3-D Modeling + Visualizations
- Cartography
- Brand Development
- Marketing
- Copywriting
- Photography

Technical Expertise

- Adobe Creative Suite
- Microsoft Office
- SketchUp + Podium
- ArcGIS

Yiu Kam is a multi-disciplinary Designer specializing in developing meaningful and compelling visual tools for stakeholder and community consideration and collaboration. With more than 18 years of graphics expertise in the urban planning, long range planning, and environmental planning fields, Mr. Kam keenly understands the power of effective visual communication to educate, inform, and inspire an audience. He specializes in creating visual simulations and renderings for development projects undergoing CEQA review, with special consideration of viewshed corridors and compatibility with surrounding land uses. His workflow, developed over the years, ensures the geographically accurate and photorealistic depiction of a project's buildings, landscaping, and grading within an existing environment. Mr. Kam also has award-winning graphic communications experience in developing creative campaigns for various projects that encompass the disciplines of graphic design, project and event branding and art direction, informational animation videos, social media, and web design/user interface.

RELATED EXPERIENCE AND CLIENT SUMMARY

- **The Kelsey Ayer Station Project Initial Study and SB 35 Ministerial Approval, City of San José, CA:** Mr. Kam prepared a 3-D model and photo-simulations from five viewpoints.
- **Life Sciences Property Expansion Project Technical Studies, City of Berkeley, CA:** Mr. Kam led the Aesthetics Analysis and Visual Simulations efforts for the project.
- **Spotorno Ranch Project Subsequent EIR, City of Pleasanton, CA:** As the Graphics/Visualization Specialist, Mr. Kam prepared a set of visual simulations using state-of-the-art 3-D modeling, GIS, and photo-editing software to realistically and accurately visualize the project.
- **Hidden Canyon Residences and Preserve Project EIR, City of Pleasanton, CA:** Mr. Kam is preparing the visual simulations for the project.
- **Del Hombre Apartments Project EIR, Contra Costa County, CA:** As the Graphics/Visualization Specialist, Mr. Kam created visual simulations of the project from key public vantage points using state-of-the-art 3-D modeling, GIS, and photo-editing software.



YIU KAM—VISUAL SIMULATIONS SPECIALIST

- **The Ranch Project Recirculated EIR, City of Antioch, CA:** As the Graphics/Visualization Specialist, Mr. Kam created the visual simulations for the predecessor project. For the Recirculated EIR, he revised the simulations to reflect the scaled-down project and slight modifications to its design.
- **Oak Park Properties Specific Plan EIR, City of Pleasant Hill, CA:** As the Graphics/Visualization Specialist, Mr. Kam prepared nighttime visual simulations of the project using state-of-the-art 3-D modeling, GIS, and photo-editing software.
- **619–625 California Drive Project IS/MND, City of Burlingame, CA:** As the Visual Simulations Specialist, Mr. Kam prepared street-level visual simulations of the project from two vantage points to support the analysis of potential visual impacts.
- **Civic Center and Downtown West End Gateway Project Supplemental EIR, City of Napa, CA:** Mr. Kam used a 3-D modeling software to prepare a set of Shadow Diagrams to demonstrate the project's shadows as they would appear on four days of the year (the Spring/Autumn Equinoxes and Summer/Winter Solstices).
- **NEAP EIR, City of Healdsburg, CA:** Mr. Kam prepared before- and after-massing studies to visualize the Plan's conceptual design from three public vantage around the site, including from Highway 1.

January 16, 2025

Nadia Salinas, Project Manager
City of Fresno
Planning and Development Department
2600 Fresno Street, 3rd Floor
Fresno, CA 93721

**Subject: Additional Information for Statement of Qualifications to Provide On-Call
Environmental Services Pursuant to CEQA (Bid File No. 12501022)**

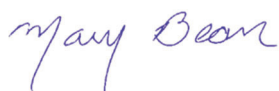
Dear Ms. Salinas:

Per your request, we have provided a detailed cost breakdown, including the employee positions involved, hourly rates, and the total cost per activity as well as expected timeframes to complete each activity on the following page.

Please be aware that the hours, costs, and schedules are estimates and may change based on site conditions, project needs, and required technical studies (i.e., biological resources, cultural resources, traffic/transportation).

If you have any questions or would like to discuss your specific needs in more detail, please contact **Philip Ault, MS, LEED AP**, Project Director/Noise Specialist, at 559.930.6191 or pault@fcs-intl.com.

Sincerely,



Mary Bean
Senior Vice President
FirstCarbon Solutions
7726 N. First Street, #413
Fresno, CA 93720



Philip Ault, MS, LEED AP
Project Director/Noise Specialist
FirstCarbon Solutions
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cc: David Densley, Projects Administrator

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Utah
2901 Bluegrass Boulevard
Suite 200-62
Lehi, UT 84043

Connecticut
2 Corporate Drive
Suite 450
Shelton, CT 06484

New York
10 Monument Street
Deposit, NY 13754
56 Broome Corporate Parkway
Conklin, NY 13748

CANADA

UNITED KINGDOM

PORTUGAL

FRANCE

KENYA

AUSTRALIA

PHILIPPINES

CHINA

MALAYSIA

SINGAPORE

ESTIMATED HOURS, COSTS, AND SCHEDULE

The hours, costs, and schedules below are estimates and may change based on site conditions, project needs, and required technical studies (i.e., biological resources, cultural resources, traffic/transportation).

Hourly Rate	\$240-\$310	\$140-\$220	\$100-\$130	\$100-\$240	\$100-\$150
Document Type	Director	Project Manager/ Sr. Project Manager	Analyst	Technical Staff including Exhibits/GIS	Publications
	Estimated Hours				
Categorical Exemptions	2-8	16-32	80-140	20-100	10-30
Notice of Exemptions	2-8	16-32	80-140	20-100	10-30
Notice of Preparation	2	4	12	8	4
Initial Studies	6	16-32	60-100	40-150	20-40
Negative Declarations	10-20	25-50	80-150	40-150	20-40
Mitigated Negative Declarations	10-20	25-50	80-150	40-150	20-40
Addenda	4-8	20-30	60-120	40-150	20-40
Environmental Impact Reports	20-50	50-100	160-350	80-250	80-120
Environmental Assessments and Related Technical Studies	10-20	25-50	80-150	40-150	20-40
Notice of Completion		1	2		
Estimated Cost					
Estimated Schedule					
Total Cost		High		Low	
		Low		High	
		\$10,000		\$90,000	
		30 days		180 days	
		\$10,000		\$90,000	
		30 days		180 days	
		\$4,000		\$8,000	
		14 days		30 days	
		\$50,000		\$125,000	
		4 months		10 months	
		\$90,000		\$200,000	
		4 months		10 months	
		\$90,000		\$200,000	
		4 months		10 months	
		\$75,000		\$150,000	
		3 months		8 months	
		\$200,000		\$500,000	
		12 months		24 months	
		\$90,000		\$200,000	
		4 months		10 months	
		\$400		\$600	
		1 day		3 days	

**CERTIFICATE OF CORPORATE RESOLUTION
AUTHORIZING SIGNATORY AUTHORITY**

I, Jose Renato Badelles, Chairman of the Board of Directors of FCS International, Inc., organized and existing under the laws of the State of California and having its principal place of business at 250 Commerce, Suite 210, Irvine, California, hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Directors of the Corporation at a special meeting convened electronically and held on January 14, 2025, at which a quorum participated and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

Whereas, it is the desire of the Board of Directors to grant authorization to specific individuals of the Company to act on behalf of the Corporation to review, approve, and execute documents with legal effect within the categories and with the restrictions noted below;

Wherefore, it is hereby resolved to authorize the following individuals to bind and sign on behalf of FCS International, Inc., and each of its legally registered fictitious business names as follows:

1. Any one of the agents listed below has authority to sign and execute all client contracts and purchase orders with a value up to twenty-five thousand dollars (\$25,000.00) as a business line leader:

Philip Ault, as Associate Director of FCS International, Inc.;
Cecilia So, as Associate Director of FCS International, Inc.
Janna Waligorski, as Associate Director of FCS International, Inc.

2. Any one of the agents listed below has authority to sign and execute all client contracts and purchase orders with a value up to one hundred thousand dollars (\$100,000.00) as a business line leader:

Dana DePietro, as Director of FCS International, Inc.;

3. Any one of the agents listed below has authority to sign and execute all agreements with a value up to two hundred fifty thousand dollars (\$250,000.00) as executive management:

Mary Bean, as Senior Vice President of FCS International Inc.;
Jason Brandman, as Senior Vice President of FCS International, Inc.;
C. Patrick Schultz, as Chief Operations Officer of FCS International, Inc.

4. Any agreement with a value over two hundred fifty thousand dollars (\$250,000.00) must be signed and executed by two signatories:

- A) any one of the above-mentioned agents in paragraphs 1, 2, and 3 shall sign together with
- B) the Chief Operations Officer, C. Patrick Schultz.

5. Non-disclosure agreements (NDAs) must be signed and executed by any one of the aforementioned agents listed in Sections 1, 2, and 3.

This Resolution is effective as of the date of its adoption.

INWITNESS THEREOF, the undersigned has executed.



Jose Renato Badelles,
Chairman of the Board of Directors
FCS International, Inc.

1/23/2025 ,Philippines

Date and Location