

## **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 SWCA, Inc. (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

By: \_\_\_\_\_  
Kristi Costa 10/10/2025  
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, 3<sup>rd</sup> Floor

Fresno, CA 93721

Phone: (559) 621-8473

E-mail: David.Densley@fresno.gov

SWCA Signed by:

By: \_\_\_\_\_  
Joseph J Fluder III 10/7/2025  
6F0A93F269C54B4...

Name: Joseph J Fluder III

Title: CEO/President

(If corporation or LLC., Board Chair,

Pres. or Vice Pres.)

By: \_\_\_\_\_  
Denis Henry 10/10/2025  
444577E88EE642B...

Name: Denis Henry

Title: CFO

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

REVIEWED BY:

\_\_\_\_\_

SERVICE PROVIDER:

SWCA, Inc.

Attention: Brooke Langle

Vice President, Northern and Central

CA 4111 Broad Street, Suite 210

San Luis Obispo, CA, 93401

Phone: 805-896-5479

E-mail: Brooke.Langle@swca.com

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

**EXHIBIT A**

**SCOPE OF SERVICES**

**Service Agreement between City of Fresno  
and SWCA, Inc.**

**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 SWCA, Inc. (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 D**

### **Service Agreement between City of Fresno and SWCA, Inc 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.





# STATEMENT OF QUALIFICATIONS FOR ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA RFQ #12501022

## SUBMITTED TO

*Nadia Salinas, Project Manager  
City of Fresno, Planning and Development Department  
2600 Fresno Street, 3rd Floor  
Fresno, CA 93721  
Submitted via email: [Nadia.Salinas@fresno.gov](mailto:Nadia.Salinas@fresno.gov)*

REQUEST FOR PROPOSAL  
NOVEMBER 22, 2024

SUBMITTED BY  
SWCA Environmental Consultants





ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

4111 Broad Street, Suite 210  
San Luis Obispo, California 93401  
Tel 805.543.7095  
www.swca.com

## 1. COVER LETTER

November 22, 2024

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

**Re: On-Call Environmental Services Pursuant to CEQA / RFQ No. 12501022**

Dear Nadia Salinas:

**SWCA Environmental Consultants (SWCA)** is pleased to submit our statement of qualifications to provide on-call environmental services to the **City of Fresno (City)**. We are a team of planners and technical specialists who combine scientific expertise, specializing in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, with in-depth knowledge of permitting and compliance protocols to achieve technically sound, cost-effective solutions for our clients. Highlighting our qualifications for the above-referenced on-call, we have held an on-call contract with the City of Fresno Public Works Department since 2023 and an on-call contract with the County of Fresno Public Works Department since 2008. Thus far, we have supported the City with environmental compliance services for 26 projects since 2023.

SWCA is a global S-Corporation with over 1,700 employees in 43 offices, including six in California. We believe you will find that our team can provide the full range of environmental and technical support services beneficial to the City, including a long-term resume of assisting local agencies through all aspects of environmental compliance and permitting. Consistent with our existing City of Fresno Public Works Department on-call contract, the SWCA team will be led by **California Planning Director Bill Henry**, who will also serve as the primary point of contact to ensure we always remain responsive to the City and provide oversight and quality assurance/quality control (QA/QC) for the SWCA team. Our team includes qualified subconsultants selected based on their knowledge and experience in the region and proven ability to prepare technical reports that meet the required scope of work, on time and within budget. Our subconsultants include **AMBIENT Air Quality & Noise Consulting (AMBIENT)** (air quality, greenhouse gas [GHG], energy, health risk, and noise and groundborne vibration assessments); **Krazan & Associates, Inc. (Krazan)** (hazardous materials and geotechnical investigation services); **Central Coast Transportation Consulting (CCTC)** (Disadvantaged Business Enterprise [DBE]; transportation and traffic); and **Haro Environmental** (DBE and Women/Minority Business Enterprise [WMBE]; hazards and hazardous materials).

**Heather Gibson, Vice President**, is authorized to represent SWCA in all communications related to this statement of qualifications. **Bill Henry, Principal in Charge/Contract Manager**, will be the main point of contact. For any questions or additional information, please contact Bill at (805) 903-1193 or bhenry@swca.com, or Heather at (626) 489-3542 or hgibson@swca.com. We look forward to providing exceptional service to the City.

Sincerely,

A handwritten signature in black ink that reads "Heather R. Gibson".

Heather Gibson, Vice President, Southern California

A handwritten signature in black ink that appears to be "Bill Henry".

Bill Henry, Planning Director, California

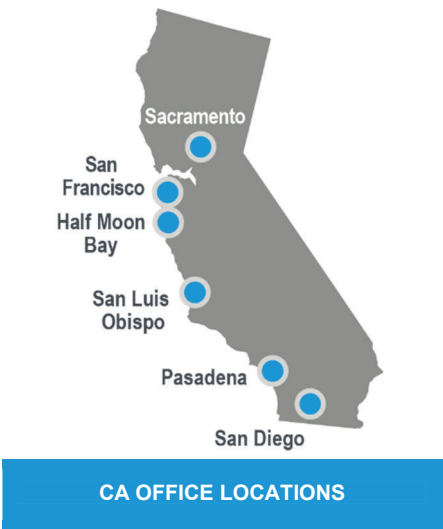


2. FIRM/TEAM OVERVIEW

FIRM QUALIFICATIONS

SWCA offers comprehensive environmental services, including CEQA and NEPA compliance, planning, biological and cultural resource management, air quality, GHGs, energy, visual resources, permitting, and geographic information systems (GIS). As a 100% employee-owned firm, we blend scientific expertise with extensive knowledge of environmental permitting and compliance to provide cost-effective solutions.

With six offices across California, we deliver local expertise and can quickly mobilize resources statewide. The proposed team has completed hundreds of environmental documents and technical studies supporting CEQA and NEPA documents.



Regarding this on-call contract, it is worth noting that SWCA has been working with the City under the Public Works Department on-call contract to navigate the various challenges the City has faced in recent months for their General Plan Programmatic Environmental Impact Report (EIR) and how those challenges have affected the approach to completing CEQA documents. As part of the Public Works Department on-call contract, which is also being used by the Capital Projects and Planning Departments, SWCA has been coordinating with City Counsel to address revisions to the initial study/mitigated negative declarations (IS/MNDs) currently being prepared, as well as the IS/MNDs being initiated. SWCA understands the value of coordinating closely with the City to best navigate these legal challenges in the most defensible and consistent manner possible and that it is an evolving process requiring continuous communication.

PROJECT TEAM QUALIFICATIONS

Bill Henry, American Institute of Certified Planners (AICP), California Planning Director, will serve as the principal-in-charge, contract manager, and primary point of contact for the City, overseeing contract administration, proposal responses, project management, and QA/QC reviews. Our management team includes key project managers from the planning team (Figure 1). Qualifications for our project team are included in Table 1.

Table 1. Project Team Qualifications. SWCA’s planning staff are experienced in a variety of project types and have specialized expertise supporting local agencies with the various topics that arise during the development review process.

| TEAM MEMBER                                                                                                                                                                                  | LICENSES, TRAININGS/CERTIFICATIONS, AND MEMBERSHIPS                                                                                                                                                                                                                           | AREAS OF EXPERTISE                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Principal-in-Charge/Contract Manager                                                                                                                                                         |                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                            |
| <b>BILL HENRY, AICP   PLANNING DIRECTOR, CALIFORNIA (34 YEARS)</b><br><br>Master of Community and Regional Planning (MCRP), City and Regional Planning<br>B.S., Natural Resources Management | <ul style="list-style-type: none"><li>• Certified Planner, No. 014248; American Institute of Certified Planners</li><li>• Member, Association of Environmental Professionals</li><li>• Member, American Planning Association</li><li>• Bay Foundation, Board Member</li></ul> | <ul style="list-style-type: none"><li>• CEQA/NEPA analysis and compliance</li><li>• Environmental studies</li><li>• Agency consultation/coordination</li><li>• Program management</li><li>• Mitigation management and compliance</li></ul> |



## On-Call Environmental Services Pursuant to CEQA

| TEAM MEMBER                                                                                                                                                                              | LICENSES, TRAININGS/CERTIFICATIONS, AND MEMBERSHIPS                                                                                                                                                                                                                                                                                           | AREAS OF EXPERTISE                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Managers</b>                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                       |
| <b>EMILY CREEL, J.D.   PRINCIPAL PLANNING TEAM LEAD (19 YEARS)</b><br>J.D., Focused Studies on Property, Land Use, and Environmental Law                                                 | <ul style="list-style-type: none"> <li>Member of the State Bar of California</li> <li>Association of Environmental Professionals, Channel Counties Chapter Legislative Committee Representative</li> <li>Member, Association of Environmental Professionals</li> </ul>                                                                        | <ul style="list-style-type: none"> <li>CEQA/NEPA analysis and compliance</li> <li>Environmental law and studies</li> <li>Design of mitigation measures</li> <li>CEQA litigation and case law precedence</li> </ul>                    |
| <b>JACQUELINE MARKLEY, AICP   PRINCIPAL PLANNING TEAM LEAD (16 YEARS)</b><br>M.S., Environmental Management<br>B.S., Environmental Studies, e: Ecology and Conservation, m: Anthropology | <ul style="list-style-type: none"> <li>Student Liaison and Scholarship Chair, Association of Environmental Professionals, Superior Chapter</li> <li>Member, Association of Environmental Professionals</li> <li>Member, American Planning Association</li> <li>Certified Planner, #29653; American Institute of Certified Planners</li> </ul> | <ul style="list-style-type: none"> <li>CEQA/NEPA analysis and compliance</li> <li>Agency consultation/coordination</li> <li>Land use planning</li> <li>Environmental policy</li> <li>Environmental planning and permitting</li> </ul> |
| <b>JESSICA CLEAVENGER   SENIOR ENVIRONMENTAL PLANNER (12 YEARS)</b><br>B.S., Geography/Urban Planning<br>B.S., Landscape Architecture                                                    | <ul style="list-style-type: none"> <li>CEQA Practice, University of San Diego Extended Studies</li> <li>Member, Association of Environmental Professionals</li> <li>Member, American Planning Association</li> </ul>                                                                                                                          | <ul style="list-style-type: none"> <li>CEQA/NEPA analysis and compliance</li> <li>Land use planning</li> <li>Environmental planning</li> <li>General and specific plans</li> <li>Housing elements</li> </ul>                          |
| <b>BRANDI CUMMINGS   SENIOR ENVIRONMENTAL PLANNER (12 YEARS)</b><br>M.S. in progress, Masters City and Regional Planning<br>B.S., Environmental Management and Protection                | <ul style="list-style-type: none"> <li>Member, American Planning Association</li> <li>Association of Environmental Professionals, Channel Counties Chapter President</li> <li>Member, Association of Environmental Professionals</li> </ul>                                                                                                   | <ul style="list-style-type: none"> <li>CEQA/NEPA analysis and compliance</li> <li>Public hearings</li> <li>Ordinance development</li> <li>Environmental impact analysis</li> <li>Environmental planning and permitting</li> </ul>     |
| <b>ERICA RIPPE   LEAD ENVIRONMENTAL PLANNER (9 YEARS)</b><br>B.S., Conservation and Resource Studies                                                                                     | <ul style="list-style-type: none"> <li>Certified Planner, No. 362349; American Planning Association</li> <li>Member, Association of Environmental Professionals</li> </ul>                                                                                                                                                                    | <ul style="list-style-type: none"> <li>Environmental impact analysis</li> <li>CEQA/NEPA analysis and compliance</li> <li>Environmental planning</li> </ul>                                                                            |
| <b>CASSIDY BEWLEY   LEAD ENVIRONMENTAL PLANNER (8 YEARS)</b><br>B.S., Environmental Management and Protection                                                                            | <ul style="list-style-type: none"> <li>Member, American Planning Association</li> <li>Member, Association of Environmental Professionals</li> <li>California Association of Environmental Professionals State Conference; 2017, 2018, 2021, 2022, 2023</li> </ul>                                                                             | <ul style="list-style-type: none"> <li>CEQA/NEPA analysis and compliance</li> <li>Environmental impact analysis</li> <li>Environmental policy</li> <li>Environmental planning and permitting</li> </ul>                               |
| <b>ANNIKA KIEMM   ASSISTANT PROJECT ENVIRONMENTAL PLANNER (4 YEARS)</b><br>B.S., Environmental Management and Protection                                                                 | <ul style="list-style-type: none"> <li>Member, Association of Environmental Professionals</li> </ul>                                                                                                                                                                                                                                          | <ul style="list-style-type: none"> <li>CEQA/NEPA analysis and compliance</li> <li>Environmental impact analysis</li> <li>Environmental planning and permitting</li> </ul>                                                             |



On-Call Environmental Services Pursuant to CEQA

Figure 1. Firm organization chart.



## SUBCONSULTANTS

SWCA has extensive experience organizing and managing multidisciplinary teams and understands the importance of ensuring team coordination and cooperation throughout the environmental review process. Subconsultants are chosen based on past performance history, and only those who continually meet deadlines in a timely manner and perform tasks with the highest levels of competency and integrity are selected for the team. Our subconsultants are aware of our extensive professional relationship with lead agencies throughout California and look to ensure future work with us by performing tasks efficiently and maintaining high-quality performance standards. For this on-call contract, **AMBIENT** will conduct air quality, GHG, energy, health risk, and noise and groundborne vibration assessments; **Krazan**, will provide hazardous materials and geotechnical investigation services; **CCTC**, a DBE, will provide transportation- and traffic-related services; and **Haro Environmental**, a DBE and WMBE, will provide hazardous materials assessment services.







### 3. REFERENCES

The following references are for project work completed over the last 3 years that is similar to this contract.

#### CITY OF FRESNO ON-CALL CEQA, HUD NEPA, AND NATIONAL HISTORIC PRESERVATION ACT SECTION 106 COMPLIANCE SERVICES

**Contracting Agencies:** City of Fresno Public Works Department (Fresno PW); City of Fresno Housing and Community Development Division (Fresno HCD); Fresno Housing Authority (Fresno Housing)

**Contacts:** Randall W. Morrison, PE, PMP, MCE, Assistant Director | (559) 621-8703 | [randall.morrison@fresno.gov](mailto:randall.morrison@fresno.gov) (Fresno PW)  
 Danny Tohme, Projects Administrator | (559) 621-8055 | [danny.tohme@fresno.gov](mailto:danny.tohme@fresno.gov); (Fresno HCD)  
 Harkiran Kaur, Assistant Project Manager | (559) 575-5866 | [hkaur@fresnohousing.org](mailto:hkaur@fresnohousing.org) (Fresno Housing)

**Team Member Roles:** **Contract Manager:** Jacqueline Markley | **Technical Team:** Bill Henry, Cassidy Bewley, Annika Kiemm

SWCA was retained by the City of Fresno Public Works Department to provide CEQA and NEPA environmental services on task orders between 2023 and 2025. So far, SWCA has prepared four CEQA categorical exemptions and is in the process of preparing an IS/MND and an environmental assessment (EA) under this contract. SWCA was retained by the City of Fresno Housing and Community Development Division and Fresno Housing Authority to provide Department of Housing and Urban Development (HUD) NEPA compliance under 24 Code of Federal Regulations (CFR) 58 for their annual action plan projects funded by HOME Investment Partnership (HOME), Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA) Programs, as well as other Special HUD Grants, such as HOME American Rescue Plan (HOME-ARP) funds.

#### CITY OF PASO ROBLES STAFF PLANNING SUPPORT

**Contracting Agency:** City of Paso Robles

**Contact:** Warren Frace, Community Development Director | (805) 237-3970 | [wfrace@prcity.com](mailto:wfrace@prcity.com)

**Team Member Roles:** **Contract Manager:** Brandi Cummings | **Technical Team:** Bill Henry, Emily Creel, Jacqueline Markley, Cassidy Bewley

SWCA was engaged by the City of Paso Robles Community Development Department under an on-call agreement to act as an extension of staff and assist with planning and environmental review for Specific Plans, General Plan and Zoning Amendments, and development projects. Under this contract, SWCA conducted contract planning and project management, assisted with EIR preparation, and prepared IS/MNDs and various technical studies for 15 projects.

#### COUNTY OF SAN LUIS OBISPO ON-CALL ENVIRONMENTAL SERVICES

**Contracting Agency:** County of San Luis Obispo

**Contact:** Airlin Singewald (formerly County of San Luis Obispo, currently City of Morro Bay) | (805) 772-6261 | [asingewald@morrobayca.gov](mailto:asingewald@morrobayca.gov)

**Team Member Roles:** **Contract Manager:** Bill Henry | **Technical Team:** Emily Creel, Brandi Cummings, Cassidy Bewley

The County of San Luis Obispo Planning and Building Department has retained SWCA under a succession of planning and environmental open-service agreements since 1990. This contract has been renewed consecutively and is currently ongoing. SWCA was initially contracted by the County to expedite the process of preparing environmental documents for projects throughout the County.

SWCA has prepared over 200 environmental documents under this contract, including IS/MNDs, mitigation monitoring plans, expanded initial studies, EIR recommendations, and notices of preparation. SWCA has also assisted County staff by conducting discretionary permit reviews, facilitating and conducting interagency and resource agency consultation, preparing appeal responses and staff reports, and presenting permit requests and environmental documents to the County Board of Supervisors, Planning Commission, and Planning Department Hearing Officer. Project areas include both unincorporated urban communities and rural areas within the inland and coastal regions of



the county. Project application types include land use permits, subdivisions, major grading permits, variances, general plan amendments, ordinance amendments, and various combinations of the above. SWCA’s experience consists of a diverse range of projects, including residential subdivisions; mixed-use and commercial developments; medical and care facilities; telecommunications facilities; wineries and tasting rooms; private wind and solar energy projects; industrial developments; mines and quarries; major grading projects, including large agricultural reservoirs; and remediation of enforcement actions.

CITY OF COALINGA TRAILS MASTER PLAN SEGMENTS 3, 4, AND 9 ENVIRONMENTAL SERVICES

**Contracting Agency:** City of Coalinga  
**Contact:** Sean Brewer, Interim City Manager | (559) 935-1533 x143| [sbrewer@coalinga.com](mailto:sbrewer@coalinga.com)  
**Team Member Roles:** **Contract Manager:** Jacqueline Markley | **Technical Team:** Annika Kiemm, Leroy Laurie, Morgan Bird

SWCA was retained by the City to prepare CEQA and NEPA environmental compliance documentation for the City of Coalinga Trails Master Plan (TMP) Segments 3, 4, and 9 Project. The City proposed the design, construction, and operation of portions of three segments (segments 3, 4, and 9) of the City’s planned 8.8-mile perimeter trail and spur system identified in the City of Coalinga TMP using Active Transportation Program funding. The project would develop approximately 4,600 linear feet (0.87 mile) of a multiuse (vehicle-separated) loop-and-spur Class I bicycle/pedestrian trail in the City. Segment 3 would be located within an undeveloped former railroad corridor between East Walnut Avenue and East Cherry Lane, Segment 4 would be located within an undeveloped former railroad corridor between East Cherry Lane and South 1st Street, and Segment 9 would be located within an undeveloped property, connecting the intersection of Elm and Lucille Avenues to the west and the intersection of Pacific and Forest Streets to the east.

PROJECTS

CITY OF FRESNO HOUSING AND COMMUNITY DEVELOPMENT DIVISION ON-CALL HUD NEPA AND NHPA SECTION 106 COMPLIANCE SERVICES

SWCA was retained by the City of Fresno Housing and Community Development Division to provide HUD NEPA compliance under 24 CFR Part 58 for their annual action plan projects funded by HOME, CDBG, ESG, HOPWA Program, and other Special HUD Grants, such as HOME-ARP funds. Projects range in scope from requiring EA-level reviews to exempt reviews for administrative and other exempt program costs. In addition to providing NEPA compliance in completing their environmental review records (ERRs) annually, SWCA provides National Historic Preservation Act (NHPA) Section 106 compliance reviews for the City under their programmatic agreement with the State Historic Preservation Office (SHPO). Our qualified team of Secretary of the Interior–qualified architectural historians supplement the City of Fresno team to ensure their housing rehabilitation program projects are in compliance with the SHPO’s guidelines.

RELEVANT INFORMATION

Reference: Karen Jenks, Housing and Neighborhood Revitalization Manager, (559) 443-8400, [karen.jenks@fresno.gov](mailto:karen.jenks@fresno.gov)

SWCA Team Members: Jacqueline Markley, Annika Kiemm

Subconsultants: N/A

See [Work Sample 1](#), City of Fresno Blackstone Smart Mobility (McKinley to Shields) CEQA.



## CITY OF COALINGA TRAILS MASTER PLAN SEGMENTS 1, 2, 13, AND 14 ENVIRONMENTAL SERVICES

SWCA was retained by the City to prepare CEQA and NEPA environmental compliance documentation for the City of Coalinga TMP Segments 1, 2, 13, and 14 Project. The City proposed the design, construction, and operation of four segments (segments 1 [portion], 2, 13, and 14) of the City's planned 8.8-mile perimeter trail and spur system identified in the City's TMP using congestion mitigation and air quality (CMAQ) funding. The project would develop approximately 10,520 linear feet (2 miles) of a multiuse (vehicle separated) loop-and-spur Class I bicycle/pedestrian trail in the city of Coalinga, Fresno County, California. Segment 1 (portion) would run along the north side of Phelps Avenue between the Coalinga Regional Medical Center and Posa Chanet Boulevard. Segment 2 would parallel Segment 1 in northeastern Coalinga along the south side of Los Gatos Creek. Segment 13 would run along an existing City maintenance road located on top of a berm north of Cambridge Avenue. Segment 14 would run along an existing maintenance road and behind the City park,



connecting segments 2 and 13 adjacent to the Coalinga Sports Complex in northern Coalinga. The proposed staging area would be within a vacant, undeveloped, disturbed lot located southeast of the intersection of Elm Avenue and Phelps Avenue.

SWCA, with support from Haro Environmental, prepared the preliminary environmental study (PES) form and the technical studies for the project, including the IS/MND, NES-MI, BA, Phase I ISA, and NHPA Section 106 compliance documents, including an ASR, HRER, and HPSR, in accordance with the Caltrans SER guidelines. All CEQA and NEPA compliance documentation has been completed and approved by the respective agencies.

See [Work Sample 2](#), City of Coalinga CMAQ Trail Project (Segments 1, 2, 13, and 14 Environmental Services)

## COUNTY OF SAN LUIS OBISPO ON-CALL ENVIRONMENTAL SERVICES

The County of San Luis Obispo Planning and Building Department has retained SWCA under a succession of planning and environmental open-service agreements since 1990. This contract has been renewed consecutively and is ongoing. SWCA was initially contracted by the County to expedite the process of preparation of environmental documents for projects throughout the County.

SWCA has prepared over 200 environmental documents under this contract, including IS/MNDs, mitigation monitoring plans, expanded ISs, EIR recommendations, and notices of preparation. SWCA has also assisted County staff by conducting discretionary permit reviews, facilitating and conducting interagency and resource agency consultations, preparing appeal responses and staff reports, and presenting permit requests and environmental documents to the County Board of Supervisors, Planning Commission, and Planning Department Hearing Officer. Project areas include both unincorporated urban communities and rural areas within the inland and coastal regions of the county. Project application types include land use permits, subdivisions, major grading permits, variances, general plan amendments, ordinance amendments, and various combinations of the above. SWCA's experience consists of a diverse range of

### RELEVANT INFORMATION

**Reference:** Sean Brewer, City of Coalinga  
Assistant City Manager, (559) 935-1533  
x143, sbrewer@coalinga.com

**SWCA Team Members:** Jacqueline  
Markley, Annika Kiemm

**Subconsultants:** Haro Environmental

### RELEVANT INFORMATION

**Reference:** Eric Hughes, County of San  
Luis Obispo Planning and Building  
Department Division Manager,  
(805) 781-1591, ehughes@co.slo.ca.us

**SWCA Team Members:** Emily Creel,  
Jaqueline Markley, Brandi Cummings,  
Cassidy Bewley, Annika Kiemm

**Subconsultants:** AMBIENT



projects, including residential subdivisions; mixed-use and commercial developments; medical and care facilities; telecommunications facilities; wineries and tasting rooms; private wind and solar energy projects; industrial developments; mines and quarries; major grading projects, including large agricultural reservoirs; and remediation of enforcement actions.

See [Work Sample 3](#), County of San Luis Obispo Dana Reserve Specific Plan EIR.

## CITY OF SANTA MARIA ENVIRONMENTAL SERVICES



SWCA has been retained by the City of Santa Maria Planning Division to provide full-service planning and environmental planning services for projects within the city. SWCA has prepared IS/MNDs, EIRs, mitigation monitoring and reporting programs (MMRPs), responses to comments, and notices for a variety of City of

Santa Maria projects, such as proposed residential subdivisions, agricultural facilities, and commercial developments. Project application types have included general plan amendments, parcel rezonings, vesting tentative tract maps, and planned developments.

See [Work Sample 4](#), City of Santa Maria Stowell-Black Road Waterline and Well 15 CEQA Services.

### RELEVANT INFORMATION

**Reference:** Dana Eady, City of Santa Maria Planning Division Manager, (805) 925-0951, [deady@cityofsantamaria.org](mailto:deady@cityofsantamaria.org)

**SWCA Team Members:** Bill Henry, Emily Creel, Jacqueline Markley, Brandi Cummings, Cassidy Bewley, Annika Kiemm

**Subconsultants:** AMBIENT, CCTC, Haro Environmental

## COUNTY OF MERCED LIBERTY PACKING COMPANY AG PROCESSING FACILITY

SWCA was retained by Merced County to prepare documentation for compliance with CEQA for a proposed expansion of an existing tomato processing facility. The project included construction and operation of a 60,000-square-foot packaging and material storage building, a 25,000-square-foot packaging and equipment storage building, an additional railroad spur/track to be located along an existing railroad adjacent to the project site, and 120,000 square feet of combined canopy cover over existing on-site loading docks and staging areas.

To initiate our scope, SWCA staff hosted a kickoff meeting with County staff and members of the project applicant team and prepared a draft project description and request for information identifying key information needed to complete the environmental review process. SWCA staff then conducted initial analysis and scoping to determine whether the project would qualify for preparation of an IS/MND addendum, as there had been an IS/MND adopted for a project in 2014 on the same project site that included expansion of the existing facility, some components of which had not yet been constructed. Based on a thorough review of the 2014 IS/MND, the proposed project, and technical studies prepared to support the proposed project, SWCA determined that the proposed project would not result in any new or more severe impacts than what was identified in the 2014 IS/MND. Accordingly, SWCA staff completed a Draft IS/MND Addendum for County staff to review.

See [Work Sample 6](#), County of Merced Liberty Packing Company IS/MND.

### RELEVANT INFORMATION

**SWCA Team Members:** Emily Creel, Cassidy Bewley, Annika Kiemm

**Subconsultants:** N/A





## 4. WORK SAMPLES

**Table 2.** Links to relevant work samples are provided in the table below.

| NAME OF PROJECT                                                                           | TYPE OF DOCUMENT                            | LOCATION                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. City of Fresno Blackstone Smart Mobility (McKinley to Shields) CEQA                    | CE/NOE                                      | <a href="https://swcacorp.sharepoint.com/:b:/s/EXT_SWCAFileShare/ESo-dHjJcL9HomAUm10nu68Bzh01q8urJqI_S4FoZTU2gA?e=7GVd7g">https://swcacorp.sharepoint.com/:b:/s/EXT_SWCAFileShare/ESo-dHjJcL9HomAUm10nu68Bzh01q8urJqI_S4FoZTU2gA?e=7GVd7g</a> |
| 2. City of Coalinga CMAQ Trail Project (Segments 1, 2, 13, and 14 Environmental Services) | IS/MND, MMRP                                | <a href="https://swcacorp.sharepoint.com/:b:/s/EXT_SWCAFileShare/ER-pNVll4p9PpAqgbnk1wysByd_UY2JeNoE9P4Y-jQev4Q?e=dqkYvQ">https://swcacorp.sharepoint.com/:b:/s/EXT_SWCAFileShare/ER-pNVll4p9PpAqgbnk1wysByd_UY2JeNoE9P4Y-jQev4Q?e=dqkYvQ</a> |
| 3. County of San Luis Obispo Dana Reserve Specific Plan EIR                               | EIR, Staff Report, Conditions, and Findings | <a href="https://ceqanet.opr.ca.gov/Project/2021060558">https://ceqanet.opr.ca.gov/Project/2021060558</a>                                                                                                                                     |
| 4. City of Santa Maria Stowell-Black Road Waterline and Well 15 CEQA Services             | IS/MND, MMRP                                | <a href="https://swcacorp.sharepoint.com/:b:/s/EXT_SWCAFileShare/ESTIGy1uUBJJm9tbnJ97D4ABjqyi85hREKIhrjYquMO5qw?e=pu72sA">https://swcacorp.sharepoint.com/:b:/s/EXT_SWCAFileShare/ESTIGy1uUBJJm9tbnJ97D4ABjqyi85hREKIhrjYquMO5qw?e=pu72sA</a> |
| 5. Kern County Highway 46 Warehouse EIR                                                   | EIR, MMRP, Staff Report and Findings        | <a href="https://kernplanning.com/environmental-doc/highway-46-warehouse-project/">https://kernplanning.com/environmental-doc/highway-46-warehouse-project/</a>                                                                               |
| 6. County of Merced Liberty Packing Company IS/MND                                        | Addendum                                    | <a href="https://swcacorp.sharepoint.com/:b:/s/EXT_SWCAFileShare/EdqV0boo_W9Ft08SUyb3hvoBcYHiG1ryrX5eNVz-WJrl7g?e=TMxfom">https://swcacorp.sharepoint.com/:b:/s/EXT_SWCAFileShare/EdqV0boo_W9Ft08SUyb3hvoBcYHiG1ryrX5eNVz-WJrl7g?e=TMxfom</a> |

## 5. RESUMES

The following are summary resumes for our project management and environmental planning team.

### PRINCIPAL-IN-CHARGE / CONTRACT MANAGER

#### BILL HENRY, MCRP, AICP, PLANNING DIRECTOR, CALIFORNIA

Bill Henry is an environmental planner with experience in environmental and land use planning involving preparation, coordination and processing of numerous types of environmental documents, construction monitoring plans, revegetation plans, technical reports, resource agency permits, and resource protection studies. He has been a project manager and contributor to more than 100 environmental determinations and is responsible for project management and coordination, client representation, permitting, and research and technical analysis.

##### *Selected Project Experience*

- City of Fresno Public Works On-Call Contract
- Fresno County On-Call Environmental Consultant Services for Public Works Projects; County of Fresno Department of Public Works; Fresno County
- Coalinga General Plan Master EIR; City of Coalinga; Fresno County
- 466 Dana Street – Waterman Village Environmental Services; City of San Luis Obispo; San Luis Obispo County

##### YEARS OF EXPERIENCE

34

##### EDUCATION

MCRP, City and Regional Planning;  
California Polytechnic State University,  
San Luis Obispo; 1991

B.S., Natural Resources Management;  
California Polytechnic State University,  
San Luis Obispo; 1988

##### REGISTRATIONS / CERTIFICATIONS

Certified Planner, No. 014248; American  
Institute of Certified Planners; 1998





PROJECT MANAGERS

EMILY CREEL, J.D., PRINCIPAL PLANNING TEAM LEAD

Emily Creel is the planning team lead and a project manager in our San Luis Obispo office. She obtained her Juris Doctor in 2005 and has been practicing in the field of environmental law and planning in California for more than 10 years. She has a specialized background in environmental law and policy, property law, and land use controls. She is also currently acting as the Legislative Committee chair and CEQA Portal Committee representative for the Channel Counties Chapter of the Association of Environmental Professionals (AEP). She has taught CEQA basics to senior engineering students at California Polytechnic State University San Luis Obispo and prepared and presented AEP workshops on CEQA case law and court hierarchy.

Selected Project Experience

- Dana Reserve Specific Plan EIR; County of San Luis Obispo; Nipomo, San Luis Obispo County
- Highway 46 Warehouse EIR; Kern County; Lost Hills, Kern County
- Polk Avenue Widening Project Environmental Services; City of Fresno; Fresno, Fresno County

YEARS OF EXPERIENCE

19

EDUCATION

J.D., Focused studies on property, land use and environmental law; Indiana University School of Law, Bloomington; 2005

B.A., Political Science; Arizona State University, Tempe; 2002

JACQUELINE MARKLEY, M.S., AICP, PRINCIPAL PLANNING TEAM LEAD

Jacqueline Markley is the planning team lead and a project manager in our Sacramento office. She specializes in CEQA and NEPA development strategies, technical assessment and reporting, permits, compliance, and program management of complex land use, development, and land management projects. As a project manager, she has accumulated a diverse background and technical expertise providing project and team leadership for a wide range of projects in northern, central, and southern California. Jacqueline leads project teams providing technical and analytical reviews and is effective in managing and working with public agency staff, public interests, private clients, and subconsultants to effectively achieve project goals. Jacqueline has prepared environmental documents for varying levels of CEQA/NEPA review for a variety of federal, state, and local agencies, as well as private clients. She has extensive experience evaluating a variety of environmental resources, land use opportunities and constraints, and policy consistency. Jacqueline previously served as SWCA's contract manager for the on-call environmental services contract with the Public Works Department and has supported the City of Fresno's Public Works, Capital Projects, and Planning Department with environmental compliance services for over 20 projects to date.

Selected Project Experience

- Ashlan Avenue Widening Project Environmental Services; City of Fresno; Fresno County
- Polk Avenue Widening Project Environmental Services; City of Fresno; Fresno, Fresno County
- City of Coalinga CMAQ Trail Project Environmental Services; City of Coalinga; Fresno County
- City of Fresno Public Works On-Call; City of Fresno; Fresno County
  - McKinley Fine Plan Amendment and Rezone IS
  - McKinley Avenue Widening Environmental Services

YEARS OF EXPERIENCE

16

EDUCATION

M.S., Environmental Management; University of San Francisco; 2014

B.A., Environmental Studies e: Ecology and Conservation m: Anthropology; University of California at Santa Cruz; 2010

REGISTRATIONS / CERTIFICATIONS

Certified Planner, California No. 296536; AICP; 2017



- South Peach Park CEQA/NEPA Support
- 911 Emergency Call Center Environmental Services Support

**JESSICA CLEAVENGER, B.S., SENIOR ENVIRONMENTAL PLANNER**

Jessica Cleavenger is an experienced environmental and land use planner in SWCA’s Pasadena office with a demonstrated history of success in government administration and planning in both the coastal and non-coastal zones. She is skilled in land use planning, environmental planning, general plans, specific plans, housing elements, and zoning administration. Her focus is on CEQA, project management, and policy implementation. Jessica is well versed in California Coastal Commission regulations, state housing laws and regulations, and administrative and regulatory processes. She also has NEPA compliance experience.

***Selected Project Experience***

- NKRS Trucking CEQA; Confidential Client; Fresno County
- City of Rancho Cucamonga On-Call Contract; City of Rancho Cucamonga, California; Los Angeles County
- La Brea Tar Pits Master Plan EIR; Los Angeles County Museum of Natural History; Los Angeles County

**YEARS OF EXPERIENCE**

12

**EDUCATION**

B.S., Landscape Architecture; University of California, Los Angeles; 2014

B.S., Landscape Architecture; University of Wisconsin, Madison; 2012

B.S., Geography/Urban Planning; University of Wisconsin, Whitewater; 2000

**BRANDI CUMMINGS, B.S., SENIOR ENVIRONMENTAL PLANNER**

Brandi Cummings is an environmental planner with experience in public policy creation, land use planning, project management, and CEQA/NEPA compliance. Brandi’s experience includes developing and implementing regulations for local jurisdictions; coastal planning, including processing Local Coastal Program amendments and coastal development permits; and processing general plan and specific plan amendments. Brandi has prepared numerous environmental documents and is skilled in crafting mitigation measures to fit unique situations. Brandi has expertise managing complex land use projects, including schedule development, budget management, and oversight of staff and subconsultants. Brandi has provided extension-of-staff services to multiple public agencies and is able to quickly and seamlessly integrate into existing systems.

***Selected Project Experience***

- South Crystal Subdivision Project; City of Fresno, Fresno, Fresno County
- 466 Dana Street – Waterman Village Environmental Services; City of San Luis Obispo; San Luis Obispo County
- Chimney Rock Road at Franklin Creek Bridge Replacement Project; Cornerstone Structural Engineering Group, Inc.; San Luis Obispo County

**YEARS OF EXPERIENCE**

12

**EDUCATION**

M.S. in progress, Masters City and Regional Planning; California Polytechnic State University, San Luis Obispo; 2018

B.S., Environmental Management and Protection; California Polytechnic State University, San Luis Obispo; 2010



CASSIDY BEWLEY, B.S., LEAD ENVIRONMENTAL PLANNER

Cassidy Bewley is an environmental planner specializing in CEQA documentation and compliance for land use development projects. As an environmental planner, she has accumulated a diverse project background working with several municipalities on a variety of development projects in California. Her CEQA experience includes the preparation of negative declarations (NDs), IS/MNDs, and EIRs. Her experience includes working for the County of San Luis Obispo processing land use permits and preparing environmental documentation in accordance with CEQA. She also worked for Pacific Gas & Electric, where she assisted with biological and cultural field surveys and recreation trail management.

YEARS OF EXPERIENCE

8

EDUCATION

B.S., Environmental Management and Protection; California Polytechnic State University, San Luis Obispo; 2017

Selected Project Experience

- Rancho Ecomar LLC Environmental Services; County of San Luis Obispo; San Luis Obispo County
- 466 Dana Street – Waterman Village Environmental Services; City of San Luis Obispo; San Luis Obispo County
- Dana Reserve Specific Plan EIR; County of San Luis Obispo; Nipomo, San Luis Obispo County

ERICA RIPPE, B.S., LEAD ENVIRONMENTAL PLANNER

Erica Rippe is an environmental planner who has drafted CEQA documents for various projects and has a background in providing technical assistance to communities across the United States to redevelop blighted and contaminated sites. She has experience with CEQA, NEPA, U.S. Environmental Protection Agency Grant management, brownfield redevelopment, and climate action planning. She supports the practice by writing all sections of various CEQA documents, including hazards, traffic, air, GHG, energy, noise, and other sections as needed. Erica’s recent projects include several solar energy projects in rural desert communities. She has experience preparing specific and general plan EIRs. Erica is the project manager for several projects and has experience modeling technical air quality, energy, and noise impacts.

YEARS OF EXPERIENCE

9

EDUCATION

B.S., Conservation and Resource Studies; University of California, Berkeley; 2013

REGISTRATIONS / CERTIFICATIONS

Certified Planner, California No. 362349; American Planning Association; 2023

Selected Project Experience

- NKRS Trucking CEQA; Confidential Client; Fresno County
- E Street Complete Streets CEQA Environmental Services; Confidential Client; Fresno County
- Briceland Road Over Mattole River Bridge 2012037; Willdan Engineering; Mendocino County

ANNIKA KIEMM, B.S., ASSISTANT PROJECT ENVIRONMENTAL PLANNER

Annika Kiemm is an environmental planner who specializes in CEQA development strategies. As an environmental planner, she has developed skills and knowledge related to effective CEQA strategies for a variety of projects. She is efficient in technical, communication, and writing skills. She is willing and able to work on a variety of projects and technical aspects. Annika has prepared environmental documents for CEQA/NEPA review for a variety of federal, state, and local agencies. She has experience evaluating a variety of necessary environmental resources identified by CEQA. Annika has been serving as a primary author, assistant project manager, and project manager on many projects associated with

YEARS OF EXPERIENCE

4

EDUCATION

B.S., Environmental Management and Protection; California Polytechnic State University, San Luis Obispo; 2020



SWCA's current on-call environmental services contract with the City of Fresno's Public Works Department. Annika has supported the City's Public Works, Capital Projects, and Planning Department with environmental compliance services for over 20 projects to date.

### ***Selected Project Experience***

- Ashlan Avenue Widening Project Environmental Services; City of Fresno; Fresno County
- City of Coalinga CMAQ Trail Project Environmental Services; City of Coalinga; Fresno County
- E Street Complete Streets CEQA Environmental Services; Confidential Client; Fresno County
- City of Fresno Public Works On-Call; City of Fresno; Fresno County
  - Blackstone Smart Mobility (McKinley to Shields) CEQA
  - Southwest Fresno Green Trail NEPA
  - 937–943 F Street Complete Streets CEQA
  - Shields and Fowler Business Park CEQA

## 6. SUMMARY OF QUALIFICATIONS

We apply our motto “**Sound Science. Creative Solutions.**” to each of our projects, producing legally defensible technical results that ensure project success. We specialize in preparing objective, technically proficient, legally defensible, and clearly written environmental documents to facilitate the approval and implementation of both public and private projects. Our team of professionals is experienced in managing, writing, and producing CEQA documentation for a wide range of projects, including general and specific plan amendments, area plans, residential, commercial, mixed-use, and industrial land development, cannabis facilities, wineries, parks and open space, mining, water resources, telecommunication projects, energy production and distribution, transportation, pipelines, fiber-optic cables, and other linear projects, landfills, natural resources management plans, and restoration and reuse plans.

SWCA regularly reviews and manages land use, subdivision, and general plan amendment applications and prepares various CEQA documents, such as ISS, categorical exemptions, IS/NDs, IS/MNDs and related technical studies, EIRs and related technical studies, addenda to the various CEQA documents, responses to comments, MMRPs, and CEQA Findings and Statements of Consideration. SWCA also regularly prepares the required notices of CEQA documents, including Notices of Preparation, Notices of Completion, Notices of Exemptions, and Notices of Determination, and submits environmental documents to CEQAnet on behalf of lead agencies. Additionally, SWCA attends lead agency staff meetings and meetings with applicant teams; assists in scoping the level of environmental review necessary for projects; prepares staff reports, findings, approvals, and presentations; and attends and presents at public hearings for development projects.

Our planners and technical experts are skilled in analyzing a wide array of environmental resources, including biological resources, cultural resources, hydrology, water resources, population and housing, transportation and traffic, wastewater, mineral resources, and solid waste. We provide expertise in the characterization and identification of habitat and special-status species, agency consultation, mitigation requirements and opportunities, surveys, reporting, preservation, data recovery, treatment, flooding, drainage, urban infrastructure, groundwater recharge, sustainability, baseline determinations, demand calculations, conservation, efficiency, management, demand, capacity, safety, facilities, treatment, disposal, infrastructure, oil and natural gas exploration, production, transmission, distribution, management, disposal, landfill capacity, and recycling.

In addition to managing and preparing comprehensive CEQA documents, we offer strategic third-party review of documents prepared by others, comprehensive administration of the environmental review process for agencies needing additional staff resources, and preparation and implementation of MMRPs. Our project managers are adept at facilitating public information and scoping meetings, coordinating interagency and focused resource agency



meetings, participating in project outreach and workshop efforts, presenting information during formal public hearings, and providing written and verbal responses to public comments to ensure a complete administrative record.

## 7. RATE SHEET

### SWCA ENVIRONMENTAL CONSULTANTS

SWCA has provided the following hourly rates for the City of Fresno's On-Call Environmental Services Pursuant to CEQA Request for Qualifications. These rates will be held firm for the initial year of the contract; however, if acceptable as part of the City's contract, SWCA requests the ability to escalate rates in Year 2 by up to 3% annually.

SWCA staff will bill at their standard hourly rate at the time of service in accordance with Table 3. SWCA reserves the right to move staff to different labor categories identified in Table 4 to account for staff promotions in Year 2 of the contract. Rates are inclusive of all overhead. The rates listed below do not apply to depositions or testimonies at administrative hearings and trials; such activities fall under our Expert Witness rates.

When preparing proposals and project budgets, SWCA will cost-effectively assign staff, using staff with lower hourly rates to the extent feasible to complete project work in a cost-effective manner. SWCA will bill in 0.25-hour increments at the hourly rates listed in Table 3.

**Table 3. SWCA Project Team Hourly Rates and Direct Costs**

| LABOR RATES                    |                                           |                                         |             |
|--------------------------------|-------------------------------------------|-----------------------------------------|-------------|
| TEAM MEMBER                    | TITLE                                     | LABOR CATEGORY                          | HOURLY RATE |
| <b>Project Management Team</b> |                                           |                                         |             |
| Bill Henry                     | Principal-in-Charge / Contract Manager    | Planning-Subject Matter Expert (SME)    | \$242.00    |
| Emily Creel                    | Principal Planning Team Lead              | Planning-SME II                         | \$242.00    |
| Jacqueline Markley             | Principal Planning Team Lead              | Planning-SME I                          | \$230.00    |
| Jessica Cleavenger             | Senior Environmental Planner              | Planning-SME I                          | \$230.00    |
| Brandi Cummings                | Senior Environmental Planner              | Planning-Specialist X                   | \$189.00    |
| Erica Rippe                    | Lead Environmental Planner                | Planning-Specialist X                   | \$189.00    |
| Cassidy Bewley                 | Lead Environmental Planner                | Planning-Specialist IX                  | \$169.00    |
| Annika Kiemm                   | Assistant Project Environmental Planner   | Planning-Specialist VI                  | \$137.00    |
| <b>Technical Team</b>          |                                           |                                         |             |
| Patrick Scott                  | Principal Natural Resources Team Lead     | Environmental Resources-SME I           | \$230.00    |
| Gary Ruggerone                 | NEPA Specialist / Senior Biologist        | Environmental Resources-SME I           | \$230.00    |
| Rebecca Doubleddee             | Senior Biologist                          | Environmental Resources-Specialist X    | \$189.00    |
| Sara Snyder                    | Senior Biologist                          | Environmental Resources-Specialist IX   | \$169.00    |
| Galen Pelzmann                 | Associate Project Biologist               | Environmental Resources-Specialist VIII | \$158.00    |
| Leroy Laurie                   | Principal Cultural Resources Team Lead    | Cultural Resources-Specialist XII       | \$226.00    |
| Nathan Stevens                 | Cultural Resources Principal Investigator | Cultural Resources-Specialist X         | \$189.00    |
| Morgan Bird                    | Staff Archaeologist                       | Cultural Resources-Specialist VI        | \$137.00    |
| Garret Root                    | Principal Architectural History Team Lead | Cultural Resources-SME II               | \$242.00    |
| Dan Herrick                    | Senior Architectural Historian            | Cultural Resources-Specialist XI        | \$207.00    |
| LC Demarais                    | Project Architectural Historian           | Cultural Resources-Specialist IX        | \$169.00    |





## On-Call Environmental Services Pursuant to CEQA

| LABOR RATES                   |                                        |                                          |             |
|-------------------------------|----------------------------------------|------------------------------------------|-------------|
| Document Support Team         |                                        |                                          |             |
| Sarah Halpern                 | Assistant Project Geospatial Scientist | GIS/CADD-Specialist VI                   | \$137.00    |
| Jaimie Jones                  | Project Technical Editor               | Technical Writing/Editing-Specialist VII | \$147.00    |
| DIRECT EXPENSES               |                                        |                                          |             |
| EXPENSE                       | COST                                   | EXPENSE                                  | COST*       |
| Lodging, rental car, and fuel | Billed at cost plus markup             | Black and white copies                   | \$0.10/page |
| Per diem                      | GSA rate at time of billing            | Color copies                             | \$1.00/page |
| Mileage                       | IRS rate at time of billing            |                                          |             |

**Table 4. SWCA Labor Categories and Hourly Rates**

| LABOR CATEGORY                                                                                                                                                                                                                                                                                                                                 | HOURLY RATE | LABOR CATEGORY  | HOURLY RATE |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|-------------|
| <b>Environmental Consulting Services:</b> Cultural Resources, Environmental Resources, Paleontology, Scientific Resources, Planning Resources, Air Quality, Landscape Architecture, Ecological Restoration, Disaster Recovery, GIS/CADD Resources, Technical Writing/Editing, Training/Facilitating, Graphics/Media Production, Administrative |             |                 |             |
| Subject Matter Expert IV                                                                                                                                                                                                                                                                                                                       | \$293.00    | Specialist VIII | \$158.00    |
| Subject Matter Expert III                                                                                                                                                                                                                                                                                                                      | \$268.00    | Specialist VII  | \$147.00    |
| Subject Matter Expert II                                                                                                                                                                                                                                                                                                                       | \$242.00    | Specialist VI   | \$137.00    |
| Subject Matter Expert I                                                                                                                                                                                                                                                                                                                        | \$230.00    | Specialist V    | \$123.00    |
| Specialist XII                                                                                                                                                                                                                                                                                                                                 | \$226.00    | Specialist IV   | \$114.00    |
| Specialist XI                                                                                                                                                                                                                                                                                                                                  | \$207.00    | Specialist III  | \$104.00    |
| Specialist X.                                                                                                                                                                                                                                                                                                                                  | \$189.00    | Specialist II   | \$91.00     |
| Specialist IX                                                                                                                                                                                                                                                                                                                                  | \$169.00    | Specialist I    | \$77.00     |

## SUBCONSULTANTS RATE SHEETS

The hourly rates and direct costs provided by our subconsultants for this on-call contract are included in Tables 5 through 12.

### AMBIENT AIR QUALITY & NOISE CONSULTING

**Table 5. AMBIENT Project Team Hourly Rates and Direct Costs**

| LABOR RATES        |                                          |             |
|--------------------|------------------------------------------|-------------|
| TEAM MEMBER        | TITLE / LABOR CATEGORY                   | HOURLY RATE |
| Kurt Legleiter     | Principal Air Quality & Noise Specialist | \$175.00    |
| Jon Pambakian      | Air Quality & Noise Specialist           | \$95.00     |
| Dylan Mick         | Air Quality & Noise Analyst              | \$75.00     |
| DIRECT COSTS       |                                          |             |
| EXPENSE            | COST                                     |             |
| Travel and mileage | IRS rate at time of billing              |             |

**Table 6. AMBIENT Labor Categories and Hourly Rates**

| LABOR RATES                              |             |                             |             |
|------------------------------------------|-------------|-----------------------------|-------------|
| LABOR CATEGORY                           | HOURLY RATE | LABOR CATEGORY              | HOURLY RATE |
| Principal Air Quality & Noise Specialist | \$175.00    | Air Quality & Noise Analyst | \$95.00     |
| Air Quality & Noise Analyst              | \$75.00     |                             |             |

## KRAZAN & ASSOCIATES, INC.

**Table 7. Krazan Project Team Hourly Rates and Direct Costs**

| LABOR RATES         |                                   |                                              |               |
|---------------------|-----------------------------------|----------------------------------------------|---------------|
| TEAM MEMBER         | TITLE                             | LABOR CATEGORY                               | HOURLY RATE   |
| Dean Alexander      | Principal-in-Charge               | Principal Department Manager                 | \$175.00      |
| Remington Alexander | Environmental Regional Manager    | Principal Department Manager                 | \$175.00      |
| David Jarosz        | President of Engineering Services | Principal Department Manager                 | \$175.00      |
| Michael Bowery      | Project Manager                   | Professional Geologist                       | \$150.00      |
| Mark Edwards        | Senior Hydrologist                | Professional Geologist                       | \$150.00      |
| Laurie Blakeman     | Project Manager                   | Project Manager                              | \$150.00      |
| Jeffrey Noël        | Environmental Project Manager     | Certified Asbestos Inspector                 | \$100.00      |
| DIRECT COSTS        |                                   |                                              |               |
| EXPENSE             | COST                              | EXPENSE                                      | COST          |
| Travel and mileage  | IRS rate at time of billing       | Other direct costs and reimbursable expenses | Cost plus 20% |

**Table 8. Krazan Labor Categories and Hourly Rates**

| LABOR RATES                            |             |                                        |             |
|----------------------------------------|-------------|----------------------------------------|-------------|
| LABOR CATEGORY                         | HOURLY RATE | LABOR CATEGORY                         | HOURLY RATE |
| Principal Department Manager           | \$175.00    | Certified Asbestos Inspector/Manager   | \$100.00    |
| Registered Senior Engineer/Manager     | \$165.00    | Project Administration & Analysis      | \$75.00     |
| Professional Geologist/Project Manager | \$150.00    | Engineering/Environmental Technician   | \$95.00     |
| Environmental Professional             | \$126.00    | ARC GIS/AutoCad/Engineering Technician | \$78.00     |
| Project Geologist                      | \$126.00    | Administrative Support                 | \$75.00     |
| Fieldwork Geologist                    | \$125.00    | Word Processing/Reproduction           | \$65.00     |

## CENTRAL COAST TRANSPORTATION CONSULTING

**Table 9. CCTC Project Team Hourly Rates and Direct Costs**

| LABOR RATES     |                                |                                              |               |
|-----------------|--------------------------------|----------------------------------------------|---------------|
| TEAM MEMBER     | TITLE                          | LABOR CATEGORY                               | HOURLY RATE   |
| Joe Fernandez   | Principal                      | Principal                                    | \$260.00      |
| Michelle Matson | Senior Transportation Engineer | Senior Engineer/Designer                     | \$200.00      |
| John Clamon     | Engineer                       | Engineer II                                  | \$110.00      |
| DIRECT COSTS    |                                |                                              |               |
| EXPENSE         | COST                           | EXPENSE                                      | COST          |
| Mileage         | IRS rate at time of billing    | Other direct costs and reimbursable expenses | Cost plus 10% |

Notes: Voice and data communications invoiced as a percentage of project labor. Annual rate increases for on-call contracts will not exceed 2%.

**Table 10. CCTC Labor Categories and Hourly Rates**

| LABOR RATES              |             |                |                   |
|--------------------------|-------------|----------------|-------------------|
| LABOR CATEGORY           | HOURLY RATE | LABOR CATEGORY | HOURLY RATE       |
| Principal                | \$260.00    | Engineer I–III | \$100.00–\$130.00 |
| Senior Engineer/Designer | \$200.00    | Admin/Graphics | \$100.00          |

## HARO ENVIRONMENTAL

**Table 11. Haro Environmental Project Team Hourly Rates and Direct Costs**

| LABOR RATES                    |                        |                                           |                             |
|--------------------------------|------------------------|-------------------------------------------|-----------------------------|
| TEAM MEMBER                    | TITLE                  | LABOR CATEGORY                            | HOURLY RATE                 |
| Elliot Haro                    | Principal Scientist    | Principal Engineer/Scientist              | \$145.00                    |
| Tim Nelligan                   | Professional Engineer  | Professional Engineer/Geologist           | \$185.00                    |
| Dawn Dike                      | Project Soil Scientist | Senior Scientist/Project Manager          | \$130.00                    |
| DIRECT COSTS                   |                        |                                           |                             |
| EXPENSE                        | COST                   | EXPENSE                                   | COST                        |
| PID                            | \$150.00               | Rental or expendable equipment / supplies | Cost plus 12%               |
| Interface probe / Well sounder | \$40.00                | Equipment purchased for job               | Cost plus 12%               |
| DO meter                       | \$50.00                | Subcontractors                            | Cost plus 12%               |
| Multi-parameter meter          | \$150.00               | Mileage                                   | IRS rate at time of billing |

Notes: Labor rates shown are fully burdened, including all applicable taxes, markups, profit, and overhead factors.

Litigation support and expert witness testimony will be accrued at 150% of the above specified rates.

**Table 12. Haro Environmental Labor Categories and Hourly Rates**

| LABOR RATES                               |             |                                 |             |
|-------------------------------------------|-------------|---------------------------------|-------------|
| LABOR CATEGORY                            | HOURLY RATE | LABOR CATEGORY                  | HOURLY RATE |
| Professional Engineer/Geologist           | \$185.00    | Field Manager/Senior Technician | \$85.00     |
| Principal Engineer/Scientist              | \$145.00    | Technician                      | \$75.00     |
| Project Manager/Senior Engineer/Scientist | \$130.00    | Drafter/CADD                    | \$75.00     |
| Project Engineer/Scientist                | \$120.00    | Admin/Clerical                  | \$65.00     |
| Staff Engineer/Scientist                  | \$100.00    |                                 |             |

## 8. OTHER INFORMATION

### MANAGEMENT APPROACH

SWCA has extensive experience organizing and managing multidisciplinary teams and understands the importance of ensuring team coordination and cooperation throughout the environmental review process. Only subconsultants who continually meet deadlines in a timely manner and perform tasks with the highest levels of competency and integrity are selected to be on our team.

Our approach to project team coordination and management is to develop clear and consistent lines of communication between SWCA's project point of contact and City staff to ensure all project tasks occur in accordance



with the project schedule. SWCA will maintain a close working relationship with the City and other agency staff to ensure consistent and open communication.

In order to assign staff and staff hours to particular projects, our staff meets weekly to discuss ongoing projects, project deadlines, and changes to staff that are needed to meet the changing needs of clients. By doing so, SWCA project managers quickly respond to requests for services, assign a project manager based on experience and availability, and place the highest priority on projects with expedited schedules.

For each project, SWCA's project managers will provide a proposal that identifies the team members that are best suited to complete the necessary tasks, based on technical expertise and availability. Staff hours for each project will be provided to the City in tabular format, illustrating the title, name, and rate of all employees that would be working on the project, consistent with the approved rate and fee schedule.

## COMMUNICATION/COORDINATION

During more than 40 years of providing environmental consulting services for various public agencies, SWCA has gained an understanding of the need to maintain a close working relationship with agency staff and strives to provide consistent and open communication throughout the process of managing projects and preparing documents. If requested, the SWCA project manager will establish a regular (virtual) meeting schedule with the City project manager to share information, provide updates, confirm the schedule, and review the project budget. An agenda will be provided for these meetings and SWCA will follow up with a memorandum of meeting minutes. The minutes will include a summary of discussion topics, related decisions, and assigned, dated action items to ensure all key issues are documented and addressed. SWCA's project managers and additional staff, as appropriate, will be available to meet with City staff at all requested meetings and public hearings.

## PROBLEM-SOLVING APPROACH

SWCA understands that quickly resolving issues that can arise as part of the CEQA document preparation process is critical to meeting project objectives and upholding schedules. The best way to avoid and resolve project-related challenges is to effectively communicate and establish resolution procedures at the start of program implementation. A well-defined communication protocol includes a clear chain of responsibility as well as internal and client meetings. Our client manager and project managers will be responsible for ensuring that communication from the SWCA team is consistent and issues are resolved. Our approach to establishing and maintaining effective working relationships is guided by the principle of open communication between our project managers and our clients, regulatory agencies, and stakeholders. Our long-term client relationships reflect our open and honest communication, responsiveness to urgent or emergency project needs, and willingness to be team players—positive, professional, proactive, and reliable. We are dedicated to making sure that your needs are met.

## CRITICAL PATH ACTIVITIES

SWCA will develop detailed schedules for each project under this on-call contract that identifies both critical (high-level) project milestones, as well as independent, detailed individual tasks and action items (such as step-by-step review cycles) within the critical milestones. These schedules will be maintained throughout the life of the project. To ensure compliance with project schedules, our project managers will regularly review the schedules, update them as necessary, track critical path items, and look to identify potential "pinch points" that could jeopardize critical milestones. This information will be provided to the City as part of regular status calls.

## FINANCIAL APPROACH

SWCA uses Deltek Vision, a fully integrated business management software system widely used in technical industries, which fully encompasses all our company processes and resources. This provides concise and easy-to-



understand invoices and gives us the option to provide billing information in a detailed or simple format in response to clients' requirements.

Our team strongly believes that the practice of high-quality, responsive work is the essence of cost optimization. We integrate cost-saving strategies into every task we are assigned, including allocating local qualified staff to a project, using proven project tracking to prioritize and ensure key deliverables are on schedule, and implementing our rigorous QA/QC process.

Our cost-saving strategies include the following:

- SWCA has developed standardized data collection procedures, data forms, and QA/QC processes to reduce time spent on tasks while ensuring a consistent, quality product.
- SWCA selects our project team members based on their deployment locations and local resource knowledge to expedite field mobilization and use staff members who are most knowledgeable in the resources of concern.
- SWCA coordinates closely with our clients to schedule tasks during the appropriate timeframes to reduce the need for repeated work, should there be project delays.
- SWCA has planners and resource specialists who are cross-trained in several disciplines, enabling them to discuss and review with a team of many disciplines.
- SWCA implements a project-tracking system that was developed on similar efforts to efficiently manage project tasks.
- SWCA helps clients decide where certain tasks (e.g., biological) should be focused, and the extent of monitoring/reporting needed based on the constraints identified at project locations.

## 9. LEGAL DOCUMENTS

See Appendix A for Statement of Acceptance of the Indemnification and Insurance Requirements. SWCA is not a local business; therefore, Appendix C (Local Preference Certification) is not applicable. Our subconsultant, Krazan and Associates, Inc., has an office in Fresno and can submit an Appendix C certification upon request.



WCSA

# APPENDIX A:

## Statement of Acceptance of the Indemnification and Insurance Requirements

**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

Heather Gibson, Vice President

---

Type or Print Name of Authorized Person



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

4111 Broad Street, Suite 210  
San Luis Obispo, California 93401  
Tel 805.543.7095  
www.swca.com

January 16, 2025

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

*Submitted via email: Nadia.Salinas@fresno.gov*

**Re: On-Call Environmental Services Pursuant to CEQA - RFI / RFQ No. 12501022**

Dear Nadia Salinas:

Per the City's request, **SWCA Environmental Consultants (SWCA)** is pleased to submit example costs and timeframes associated with the City's listed environmental planning tasks including the employee positions involved, hourly rates, and the total cost per activity. Additionally, expected timeframes are listed to complete each activity. The final cost and timeframe associated with each project will vary, based on the tasks required, project type, level of complexity, etc. We will work with the City to finalize a cost and timeframe for each project under this on-call contract that is tailored to the particular project's needs and that meets City expectations.

For any questions or additional information, please contact me at (805) 903-1193 or bhenry@swca.com. We look forward to providing exceptional service to the City.

Sincerely,

Bill Henry, AICP

Planning Director, California

cc: David.Densley@fresno.gov



## EXAMPLE COSTS AND SCHEDULES

Per the City's request, SWCA is providing our firm's example costs and timeframes, including the employee positions involved, hourly rates, and the total cost per activity, for the City's following listed tasks:

- Notice of Exemption
- Notice of Preparation
- Initial Study
- Negative Declaration
- Mitigated Negative Declaration
- Addendum
- Environmental Impact Report
- City Environmental Assessment Form
- National Environmental Policy Act Environmental Assessment
- Related Technical Studies
- Notices (i.e., Notice of Completion)

Table 12 includes parametric data used to inform the staffing, costs, and timeframes included in Tables 1-11. The projects included in Table 12 are actual projects that SWCA is currently working on or has previously completed under the existing On-call Service Agreement between SWCA and the City dated January 1, 2023. Since SWCA has not prepared an EIR under our current on-call contract, Table 7 consists of a cost table taken from a recent EIR proposal prepared for a project in a city jurisdiction in order to provide a detailed, representative cost and schedule estimate for this effort.



## On-Call Environmental Services Pursuant to CEQA - RFI

Table 1. Notice of Exemption Cost and Schedule

| PROJECT ROLE                                  | RATE                   | HOURS | ESTIMATED COST    |
|-----------------------------------------------|------------------------|-------|-------------------|
| <b>Task 1. Project Kickoff and Management</b> |                        |       |                   |
| Project Director                              | \$242.00               | 1     | \$242.00          |
| Associate Project Environmental Planner       | \$147.00               | 4     | \$588.00          |
| Project Controls Specialist                   | \$137.00               | 0.5   | \$68.50           |
|                                               | <i>Task 1 Subtotal</i> | 5.5   | \$898.50          |
| <b>Task 2. Project Description</b>            |                        |       |                   |
| Project Director                              | \$242.00               | 1     | \$242.00          |
| Associate Project Environmental Planner       | \$147.00               | 6     | \$882.00          |
| Assistant Project Geospatial Scientist        | \$137.00               | 1     | \$137.00          |
|                                               | <i>Task 2 Subtotal</i> | 8     | \$1,261.00        |
| <b>Task 3. Notice of Exemption</b>            |                        |       |                   |
| Associate Project Environmental Planner       | \$147.00               | 6     | \$882.00          |
| Project Technical Editor                      | \$147.00               | 2     | \$294.00          |
|                                               | <i>Task 3 Subtotal</i> | 8     | \$1,176.00        |
| <b>Project Total</b>                          |                        |       | <b>\$3,335.50</b> |
| <b>SCHEDULE: 30 DAYS</b>                      |                        |       |                   |

Table 2. Notice of Preparation Cost and Schedule

| PROJECT ROLE                                  | RATE                   | HOURS | ESTIMATED COST    |
|-----------------------------------------------|------------------------|-------|-------------------|
| <b>Task 1. Project Kickoff and Management</b> |                        |       |                   |
| Project Director                              | \$242.00               | 1     | \$242.00          |
| Associate Project Environmental Planner       | \$147.00               | 4     | \$588.00          |
| Project Controls Specialist                   | \$137.00               | 0.5   | \$68.50           |
|                                               | <i>Task 1 Subtotal</i> | 5.5   | \$898.50          |
| <b>Task 2. Project Description</b>            |                        |       |                   |
| Project Director                              | \$242.00               | 1     | \$242.00          |
| Associate Project Environmental Planner       | \$147.00               | 6     | \$882.00          |
| Assistant Project Geospatial Scientist        | \$137.00               | 2     | \$274.00          |
|                                               | <i>Task 2 Subtotal</i> | 9     | \$1,398.00        |
| <b>Task 3. Notice of Preparation</b>          |                        |       |                   |
| Project Director                              | \$242.00               | 6     | \$1,452.00        |
| Associate Project Environmental Planner       | \$147.00               | 8     | \$1,176.00        |
| Project Technical Editor                      | \$147.00               | 2     | \$294.00          |
|                                               | <i>Task 3 Subtotal</i> | 44    | \$2,922.00        |
| <b>Project Total</b>                          |                        |       | <b>\$5,218.50</b> |
| <b>SCHEDULE: 2 MONTHS</b>                     |                        |       |                   |





## On-Call Environmental Services Pursuant to CEQA - RFI

**Table 3. Initial Study Cost and Schedule**

| PROJECT ROLE                                  | RATE     | HOURS | ESTIMATED COST     |
|-----------------------------------------------|----------|-------|--------------------|
| <b>Task 1. Project Kickoff and Management</b> |          |       |                    |
| Project Director                              | \$242.00 | 1     | \$242.00           |
| Associate Project Environmental Planner       | \$147.00 | 4     | \$588.00           |
| Project Controls Specialist                   | \$137.00 | 0.5   | \$68.50            |
| <i>Task 1 Subtotal</i>                        |          | 5.5   | \$898.50           |
| <b>Task 2. Project Description</b>            |          |       |                    |
| Project Director                              | \$242.00 | 1     | \$242.00           |
| Associate Project Environmental Planner       | \$147.00 | 6     | \$882.00           |
| Assistant Project Geospatial Scientist        | \$137.00 | 2     | \$274.00           |
| <i>Task 2 Subtotal</i>                        |          | 9     | \$1,398.00         |
| <b>Task 3. Preparation of Initial Study</b>   |          |       |                    |
| Project Director                              | \$242.00 | 12    | \$2,904.00         |
| Associate Project Environmental Planner       | \$147.00 | 40    | \$5,880.00         |
| Project Technical Editor                      | \$147.00 | 8     | \$1,176.00         |
| <i>Task 3 Subtotal</i>                        |          | 60    | \$9,960.00         |
| <b>Project Total</b>                          |          |       | <b>\$12,256.50</b> |
| <b>SCHEDULE: 2 MONTHS</b>                     |          |       |                    |

**Table 4. Negative Declaration Cost and Schedule**

| PROJECT ROLE                                                                                                           | RATE     | HOURS | ESTIMATED COST     |
|------------------------------------------------------------------------------------------------------------------------|----------|-------|--------------------|
| <b>Task 1. Project Kickoff and Management</b>                                                                          |          |       |                    |
| Project Director                                                                                                       | \$242.00 | 1     | \$242.00           |
| Associate Project Environmental Planner                                                                                | \$147.00 | 4     | \$588.00           |
| Project Controls Specialist                                                                                            | \$137.00 | 0.5   | \$68.50            |
| <i>Task 1 Subtotal</i>                                                                                                 |          | 5.5   | \$1898.50          |
| <b>Task 2. Project Description</b>                                                                                     |          |       |                    |
| Project Director                                                                                                       | \$242.00 | 1     | \$242.00           |
| Associate Project Environmental Planner                                                                                | \$147.00 | 4     | \$588.00           |
| Assistant Project Geospatial Scientist                                                                                 | \$137.00 | 2     | \$274.00           |
| <i>Task 2 Subtotal</i>                                                                                                 |          | 7     | \$1,104.00         |
| <b>Task 3. Preparation of Initial Study leading to a Negative Declaration (refer to above for Initial Study costs)</b> |          |       |                    |
| Project Director                                                                                                       | \$242.00 | 2     | \$484.00           |
| Associate Project Environmental Planner                                                                                | \$147.00 | 10    | \$1,470.00         |
| Project Technical Editor                                                                                               | \$147.00 | 2     | \$294.00           |
| <i>Task 3 Subtotal</i>                                                                                                 |          | 14    | \$1,954.00         |
| <b>Project Total</b>                                                                                                   |          |       | <b>\$3,956.50</b>  |
| <b>Project Total with Initial Study Cost</b>                                                                           |          |       | <b>\$16,213.00</b> |
| <b>SCHEDULE: 4 MONTHS</b>                                                                                              |          |       |                    |

Table 5. Mitigated Negative Declaration Cost and Schedule

| PROJECT ROLE                                      | RATE     | HOURS | ESTIMATED COST |
|---------------------------------------------------|----------|-------|----------------|
| Task 1. Project Kickoff and Management            |          |       |                |
| Project Director 1                                | \$242.00 | 1     | \$242.00       |
| Associate Project Environmental Planner           | \$147.00 | 6     | \$882.00       |
| Project Controls Specialist                       | \$137.00 | 0.5   | \$68.50        |
| Task 1 Subtotal                                   |          | 7.5   | \$1,192.50     |
| Task 2. Project Description                       |          |       |                |
| Project Director                                  | \$242.00 | 1     | \$242.00       |
| Associate Project Environmental Planner           | \$147.00 | 4     | \$588.00       |
| Assistant Project Geospatial Scientist            | \$137.00 | 2     | \$274.00       |
| Task 2 Subtotal                                   |          | 7     | \$1,104.00     |
| Task 3. CEQA Compliance                           |          |       |                |
| Task 3.2. Preparation of Initial Study (Option 2) |          |       |                |
| Project Director                                  | \$242.00 | 4     | \$968.00       |
| Associate Project Environmental Planner           | \$147.00 | 14    | \$2,058.00     |
| Project Technical Editor                          | \$147.00 | 4     | \$588.00       |
| Task 3 Subtotal                                   |          | 22    | \$3,614.00     |
| Project Total                                     |          |       | \$5,910.50     |
| Project Total with Initial Study Cost             |          |       | \$18,167.00    |
| SCHEDULE: 4 MONTHS                                |          |       |                |



On-Call Environmental Services Pursuant to CEQA - RFI

Table 6. Addendum Cost and Schedule

| PROJECT ROLE                            | RATE     | HOURS | ESTIMATED COST |
|-----------------------------------------|----------|-------|----------------|
| Task 1. Project Management              |          |       |                |
| Project Director                        | \$242.00 | 1     | \$242.00       |
| Associate Project Environmental Planner | \$147.00 | 2     | \$249.00       |
| Project Controls Specialist             | \$137.00 | 0.5   | \$68.50        |
| Task 1 Subtotal                         |          | 3.5   | \$559.50       |
| Task 2. Project Description             |          |       |                |
| Project Director                        | \$242.00 | 0     | \$0.00         |
| Associate Project Environmental Planner | \$147.00 | 1     | \$147.00       |
| Assistant Project Geospatial Scientist  | \$137.00 | 1     | \$137.00       |
| Task 2 Subtotal                         |          | 2     | \$284.00       |
| Task 3. Addendum                        |          |       |                |
| Project Director                        | \$242.00 | 2     | \$484.00       |
| Associate Project Environmental Planner | \$147.00 | 24    | \$3,528.00     |
| Project Technical Editor                | \$147.00 | 4     | \$588.00       |
| Task 3 Subtotal                         |          | 30    | \$4,600.00     |
| Project Total                           |          |       | \$5,443.50     |
| SCHEDULE: 1 MONTH                       |          |       |                |



Table 7. Environmental Impact Report Cost and Schedule

|                                                                                          |                                                      |            | SWCA Environmental Consultants |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       | SWCA Labor Total                       |            | SWCA Labor Total with Year 2 Cost Escalation |  | Subconsultants (Lump Sum) |  |
|------------------------------------------------------------------------------------------|------------------------------------------------------|------------|--------------------------------|------------------|------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------|-------------------------------------------------------|----------------------------------------------------|-------------------------------------|--------------------------------------------------|-------------------------------------|----------------------------------------------------|--------------------------------------|-----------------------------------------|---------------------------------------|----------------------------------------|------------|----------------------------------------------|--|---------------------------|--|
|                                                                                          |                                                      |            | (Hourly Rates)                 |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| EIR Preparation Tasks                                                                    |                                                      |            | TASK TOTAL                     | SWCA Labor Hours | Bill Henry Planning Director | Emily Crail Project Director / Principal Planning Team Lead | Cassidy Jewley Project Manager / Lead Environmental Planner | Renee Cummings Senior Environmental Planner | Julie Bolding Associate Project Environmental Planner | Amya Klemm Assistant Project Environmental Planner | Bob Carr Visual Resources Team Lead | Byron Guthrie Senior Visual Resources Consultant | Rebecca Doubleside Senior Biologist | Leroy Laune Principal Cultural Resources Team Lead | Sarah Reboldt Project Paleontologist | Sarah Mahon Staff Geologist / Scientist | Jennie Jones Project Technical Editor | Chandra Bagak Project Controls Analyst |            |                                              |  |                           |  |
|                                                                                          |                                                      |            | \$242                          | \$242            | \$169                        | \$169                                                       | \$158                                                       | \$137                                       | \$242                                                 | \$207                                              | \$189                               | \$226                                            | \$169                               | \$137                                              | \$147                                | \$137                                   |                                       |                                        |            |                                              |  |                           |  |
| TASK 1.0 PROJECT KICK-OFF, SITE VISIT, AND REVIEW OF AVAILABLE STUDIES AND DOCUMENTATION |                                                      |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| 1.1                                                                                      | Project Management / QA/QC / Project Controls        | \$ 26,506  | 138                            | 8                | 40                           | 80                                                          |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 10                                    | \$ 26,506                              | N/A        |                                              |  |                           |  |
| 1.2                                                                                      | Kickoff Meeting                                      | \$ 1,160   | 6                              |                  | 2                            | 4                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       | \$ 1,160                               | N/A        |                                              |  |                           |  |
| 1.3                                                                                      | Site Visit                                           | \$ 1,644   | 8                              |                  | 4                            | 4                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       | \$ 1,644                               | N/A        |                                              |  |                           |  |
| Task 1.0 Subtotal                                                                        |                                                      | \$ 29,310  | 152                            | 8                | 46                           | 88                                                          | 0                                                           | 0                                           | 0                                                     | 0                                                  | 0                                   | 0                                                | 0                                   | 0                                                  | 0                                    | 0                                       | 10                                    | \$ 29,310                              | \$ -       | \$ -                                         |  |                           |  |
| TASK 2.0 DRAFT PROJECT DESCRIPTION                                                       |                                                      |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| 2.1                                                                                      | Draft Project Description & Request for Information  | \$ 7,218   | 42                             |                  | 4                            | 32                                                          |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      | 4                                       | 2                                     | \$ 7,218                               | N/A        |                                              |  |                           |  |
| Task 2.0 Subtotal                                                                        |                                                      | \$ 7,218   | 42                             | 0                | 4                            | 32                                                          | 0                                                           | 0                                           | 0                                                     | 0                                                  | 0                                   | 0                                                | 0                                   | 0                                                  | 0                                    | 4                                       | 2                                     | \$ 7,218                               | \$ -       | \$ -                                         |  |                           |  |
| TASK 3.0 TECHNICAL REPORT PEER REVIEW                                                    |                                                      |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| 3.1                                                                                      | Air Quality/GHG Study Peer Review                    | \$ 5,176   | 4                              |                  |                              | 4                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       | \$ 5,176                               | N/A        | \$ 4,500                                     |  |                           |  |
| 3.2                                                                                      | Cultural Resources Study Peer Review                 | \$ 6,813   | 31                             |                  |                              | 2                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  | 28                                  |                                                    |                                      |                                         | 1                                     | \$ 6,813                               | N/A        |                                              |  |                           |  |
| 3.3                                                                                      | Noise Study Peer Review                              | \$ 5,176   | 4                              |                  |                              | 4                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       | \$ 5,176                               | N/A        | \$ 4,500                                     |  |                           |  |
| Task 3.0 Subtotal                                                                        |                                                      | \$ 17,165  | 39                             | 0                | 0                            | 10                                                          | 0                                                           | 0                                           | 0                                                     | 0                                                  | 0                                   | 0                                                | 28                                  | 0                                                  | 0                                    | 0                                       | 1                                     | \$ 8,165                               | \$ -       | \$ 9,000                                     |  |                           |  |
| TASK 4.0 INITIAL STUDY / NOTICE OF PREPARATION & SCOPING MEETING                         |                                                      |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| 4.1                                                                                      | IS/NOP Preparation                                   | \$ 5,374   | 34                             |                  | 4                            | 8                                                           |                                                             |                                             | 16                                                    |                                                    |                                     |                                                  |                                     |                                                    |                                      | 2                                       | 4                                     | \$ 5,374                               | N/A        |                                              |  |                           |  |
| 4.2                                                                                      | IS/NOP Finalization, Noticing, & Circulation         | \$ 2,002   | 12                             |                  | 2                            | 4                                                           |                                                             |                                             | 4                                                     |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 2,002                               | N/A        |                                              |  |                           |  |
| 4.3                                                                                      | Scoping Meeting                                      | \$ 1,836   | 10                             |                  | 2                            | 8                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       | \$ 1,836                               | N/A        |                                              |  |                           |  |
| Task 4.0 Subtotal                                                                        |                                                      | \$ 9,212   | 56                             | 0                | 8                            | 20                                                          | 0                                                           | 0                                           | 20                                                    | 0                                                  | 0                                   | 0                                                | 0                                   | 0                                                  | 0                                    | 2                                       | 6                                     | \$ 9,212                               | \$ -       | \$ -                                         |  |                           |  |
| TASK 5.0 ADMINISTRATIVE DRAFT EIR                                                        |                                                      |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| 5.1                                                                                      | Executive Summary                                    | \$ 1,801   | 12                             |                  | 1                            | 1                                                           |                                                             |                                             | 8                                                     |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 1,801                               | N/A        |                                              |  |                           |  |
| 5.2                                                                                      | Chapter 1. Introduction                              | \$ 638     | 4                              |                  | 0.5                          | 1                                                           |                                                             |                                             | 2                                                     |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 0.5                                   | \$ 638                                 | N/A        |                                              |  |                           |  |
| 5.3                                                                                      | Chapter 2. Project Description                       | \$ 316     | 2                              |                  |                              | 1                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 1                                     | \$ 316                                 | N/A        |                                              |  |                           |  |
| 5.4                                                                                      | Chapter 3. Environmental Setting                     | \$ 3,646   | 24                             |                  | 2                            | 4                                                           |                                                             |                                             | 16                                                    |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 3,646                               | N/A        |                                              |  |                           |  |
| 5.5                                                                                      | Chapter 4. Environmental Impacts Analysis            |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        | N/A        |                                              |  |                           |  |
|                                                                                          | 4.1 Aesthetics                                       | \$ 10,638  | 50                             |                  | 4                            | 4                                                           |                                                             |                                             |                                                       |                                                    | 12                                  | 28                                               |                                     |                                                    |                                      |                                         | 2                                     | \$ 10,638                              | N/A        |                                              |  |                           |  |
|                                                                                          | 4.2 Agriculture & Forestry Resources                 | \$ 5,318   | 30                             |                  | 4                            | 24                                                          |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 5,318                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.3 Air Quality & GHG Emissions                      | \$ 4,277   | 27                             |                  | 4                            | 4                                                           |                                                             |                                             | 16                                                    |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 3                                     | \$ 4,277                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.4 Biological Resources                             | \$ 9,498   | 50                             |                  | 4                            | 4                                                           |                                                             |                                             |                                                       |                                                    |                                     | 40                                               |                                     |                                                    |                                      |                                         | 2                                     | \$ 9,498                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.5 Cultural & Tribal Cultural Resources             | \$ 6,002   | 36                             |                  | 2                            | 4                                                           |                                                             |                                             | 20                                                    |                                                    |                                     |                                                  | 8                                   |                                                    |                                      |                                         | 2                                     | \$ 6,002                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.6 Energy                                           | \$ 4,034   | 25                             |                  | 1                            | 2                                                           |                                                             | 20                                          |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 4,034                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.7 Geology & Soils                                  | \$ 6,598   | 40                             |                  | 2                            | 4                                                           |                                                             | 24                                          |                                                       |                                                    |                                     |                                                  |                                     | 8                                                  |                                      |                                         | 2                                     | \$ 6,598                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.8 Hazards & Hazardous Materials                    | \$ 4,742   | 32                             |                  | 2                            | 4                                                           |                                                             |                                             | 24                                                    |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 4,742                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.9 Hydrology & Water Quality                        | \$ 5,318   | 30                             |                  | 4                            | 24                                                          |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 5,318                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.10 Land Use, Planning, & Policy Consistency        | \$ 5,990   | 32                             |                  | 2                            | 4                                                           | 24                                                          |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 5,990                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.11 Noise                                           | \$ 4,130   | 26                             |                  | 4                            | 4                                                           |                                                             |                                             | 16                                                    |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 4,130                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.12 Population & Housing                            | \$ 6,474   | 34                             |                  | 4                            | 4                                                           | 24                                                          |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 6,474                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.13 Public Services & Recreation                    | \$ 6,670   | 38                             |                  | 4                            | 32                                                          |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 6,670                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.14 Transportation                                  | \$ 5,802   | 32                             |                  | 6                            | 24                                                          |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 5,802                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.15 Utilities & Service Systems                     | \$ 5,318   | 30                             |                  | 4                            | 24                                                          |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 5,318                               | N/A        |                                              |  |                           |  |
|                                                                                          | 4.16 Wildfire                                        | \$ 4,908   | 30                             |                  | 2                            | 2                                                           |                                                             | 24                                          |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 4,908                               | N/A        |                                              |  |                           |  |
| 5.6                                                                                      | Chapter 5. Alternatives Analysis                     | \$ 8,990   | 50                             |                  | 8                            | 40                                                          |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 8,990                               | N/A        |                                              |  |                           |  |
| 5.7                                                                                      | Chapter 6. Other CEQA Considerations                 | \$ 1,822   | 11                             |                  | 1                            | 1                                                           |                                                             | 8                                           |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 1                                     | \$ 1,822                               | N/A        |                                              |  |                           |  |
| 5.8                                                                                      | Chapter 7. Mitigation Monitoring and Reporting Plan  | \$ 1,748   | 10                             |                  | 2                            | 4                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 4                                     | \$ 1,748                               | N/A        |                                              |  |                           |  |
| 5.9                                                                                      | Other Required EIR Components                        | \$ 1,514   | 10                             |                  |                              | 2                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 8                                     | \$ 1,514                               | N/A        |                                              |  |                           |  |
| Task 5.0 Subtotal                                                                        |                                                      | \$ 116,192 | 665                            | 0                | 67.5                         | 222                                                         | 48                                                          | 76                                          | 102                                                   | 12                                                 | 28                                  | 40                                               | 8                                   | 8                                                  | 0                                    | 53.5                                    | 0                                     | \$ 116,192                             | \$ -       | \$ -                                         |  |                           |  |
| TASK 6.0 PUBLIC REVIEW DRAFT EIR                                                         |                                                      |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| 6.1                                                                                      | Incorporate City Comments on ADEIR                   | \$ 8,972   | 48                             |                  | 8                            | 30                                                          |                                                             |                                             |                                                       | 2                                                  |                                     | 4                                                | 2                                   |                                                    | 2                                    |                                         |                                       | \$ 8,972                               | N/A        |                                              |  |                           |  |
| 6.2                                                                                      | DEIR Preparation & Publication / DEIR Noticing       | \$ 1,893   | 13                             |                  |                              | 1                                                           |                                                             |                                             | 4                                                     |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 8                                     | \$ 1,893                               | N/A        |                                              |  |                           |  |
| Task 6.0 Subtotal                                                                        |                                                      | \$ 10,865  | 61                             | 0                | 8                            | 31                                                          | 0                                                           | 0                                           | 4                                                     | 2                                                  | 0                                   | 4                                                | 2                                   | 0                                                  | 2                                    | 8                                       | 0                                     | \$ 10,865                              | \$ -       | \$ -                                         |  |                           |  |
| TASK 7.0 RESPONSE TO COMMENTS                                                            |                                                      |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| 7.1                                                                                      | Response to Comments                                 | \$ 24,964  | 120                            |                  | 40                           | 56                                                          |                                                             |                                             |                                                       | 2                                                  |                                     | 4                                                | 2                                   |                                                    |                                      |                                         | 16                                    | \$ 23,188                              | 3%         | \$ 1,080                                     |  |                           |  |
| Task 7.0 Subtotal                                                                        |                                                      | \$ 24,964  | 120                            | 0                | 40                           | 56                                                          | 0                                                           | 0                                           | 0                                                     | 2                                                  | 0                                   | 4                                                | 2                                   | 0                                                  | 0                                    | 0                                       | 16                                    | \$ 23,188                              | \$ 23,884  | \$ 1,080                                     |  |                           |  |
| TASK 8.0 ADMINISTRATIVE FINAL EIR                                                        |                                                      |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| 8.1                                                                                      | Administrative Final EIR Preparation and Publication | \$ 3,236   | 16                             |                  | 6                            | 10                                                          |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       | \$ 3,142                               | 3%         |                                              |  |                           |  |
| Task 8.0 Subtotal                                                                        |                                                      | \$ 3,236   | 16                             | 0                | 6                            | 10                                                          | 0                                                           | 0                                           | 0                                                     | 0                                                  | 0                                   | 0                                                | 0                                   | 0                                                  | 0                                    | 0                                       | 0                                     | \$ 3,142                               | \$ 3,236   | \$ -                                         |  |                           |  |
| TASK 9.0 FINAL EIR                                                                       |                                                      |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| 9.1                                                                                      | Incorporate City Comments on AFEIR                   | \$ 847     | 4                              |                  | 2                            | 2                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       | \$ 822                                 | 3%         |                                              |  |                           |  |
| 9.2                                                                                      | Final EIR Preparation and Publication                | \$ 606     | 4                              |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 4                                     | \$ 588                                 | 3%         |                                              |  |                           |  |
| Task 9.0 Subtotal                                                                        |                                                      | \$ 1,452   | 8                              | 0                | 2                            | 2                                                           | 0                                                           | 0                                           | 0                                                     | 0                                                  | 0                                   | 0                                                | 0                                   | 0                                                  | 0                                    | 0                                       | 4                                     | \$ 1,410                               | \$ 1,452   | \$ -                                         |  |                           |  |
| TASK 10.0 MEETINGS & PUBLIC HEARINGS                                                     |                                                      |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| 10.1                                                                                     | Transportation Committee                             | \$ 1,195   | 6                              |                  | 2                            | 4                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       | \$ 1,160                               | 3%         |                                              |  |                           |  |
| 10.2                                                                                     | Planning Commission                                  | \$ 2,692   | 14                             |                  | 4                            | 8                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         | 2                                     | \$ 2,614                               | 3%         |                                              |  |                           |  |
| 10.3                                                                                     | City Council                                         | \$ 2,692   | 14                             |                  | 4                            | 8                                                           |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       | \$ 2,614                               | 3%         |                                              |  |                           |  |
| Task 10.0 Subtotal                                                                       |                                                      | \$ 6,580   | 34                             | 0                | 10                           | 20                                                          | 0                                                           | 0                                           | 0                                                     | 0                                                  | 0                                   | 0                                                | 0                                   | 0                                                  | 0                                    | 0                                       | 4                                     | \$ 6,388                               | \$ 6,580   | \$ -                                         |  |                           |  |
| TASK 11.0 NOTICE OF DETERMINATION                                                        |                                                      |            |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |
| 11.1                                                                                     | Notice of Determination                              | \$ 315     | 2                              |                  |                              | 1                                                           |                                                             |                                             | 1                                                     |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       | \$ 306                                 | 3%         |                                              |  |                           |  |
| Task 11.0 Subtotal                                                                       |                                                      | \$ 315     | 2                              | 0                | 0                            | 1                                                           | 0                                                           | 0                                           | 1                                                     | 0                                                  | 0                                   | 0                                                | 0                                   | 0                                                  | 0                                    | 0                                       | 0                                     | \$ 306                                 | \$ 315     | \$ -                                         |  |                           |  |
| TOTAL                                                                                    |                                                      | \$ 226,509 | 1139                           | 8                | 183.5                        | 472                                                         | 48                                                          | 76                                          | 107                                                   | 16                                                 | 28                                  | 48                                               | 40                                  | 8                                                  | 6                                    | 88.5                                    | 10                                    | \$ 206,184                             | \$ 216,429 | \$ 10,080                                    |  |                           |  |
| TOTAL PROJECT BUDGET w/ ESCALATION YEAR 2                                                |                                                      | \$226,509  |                                |                  |                              |                                                             |                                                             |                                             |                                                       |                                                    |                                     |                                                  |                                     |                                                    |                                      |                                         |                                       |                                        |            |                                              |  |                           |  |

SCHEDULE: 12-14 MONTHS



## On-Call Environmental Services Pursuant to CEQA - RFI

Table 8. City Environmental Assessment Checklist

| PROJECT ROLE                                      | RATE                   | HOURS | ESTIMATED COST    |
|---------------------------------------------------|------------------------|-------|-------------------|
| <b>Task 1. Project Management</b>                 |                        |       |                   |
| Project Director                                  | \$242.00               | 1     | \$242.00          |
| Associate Project Environmental Planner           | \$147.00               | 4     | \$588.00          |
| Project Controls Specialist                       | \$137.00               | 0.5   | \$68.50           |
|                                                   | <i>Task 1 Subtotal</i> | 5.5   | \$898.50          |
| <b>Task 2. Project Description</b>                |                        |       |                   |
| Project Director                                  | \$242.00               | 1     | \$242.00          |
| Associate Project Environmental Planner           | \$147.00               | 4     | \$588.00          |
| Assistant Project Geospatial Scientist            | \$137.00               | 2     | \$274.00          |
|                                                   | <i>Task 2 Subtotal</i> | 7     | \$1,104.00        |
| <b>Task 3. Environmental Assessment Checklist</b> |                        |       |                   |
| Project Director                                  | \$242.00               | 2     | \$484.00          |
| Associate Project Environmental Planner           | \$147.00               | 18    | \$2,646.00        |
| Project Technical Editor                          | \$147.00               | 4     | \$588.00          |
|                                                   | <i>Task 3 Subtotal</i> | 24    | \$3,718.00        |
| <b>Project Total</b>                              |                        |       | <b>\$5,720.50</b> |
| <b>SCHEDULE: 2 WEEKS</b>                          |                        |       |                   |

Table 9. NEPA Environmental Assessment Cost and Schedule

| PROJECT ROLE                                  | RATE                   | HOURS | ESTIMATED COST     |
|-----------------------------------------------|------------------------|-------|--------------------|
| <b>Task 1. Project Kickoff and Management</b> |                        |       |                    |
| Project Director 1                            | \$242.00               | 1     | \$242.00           |
| Associate Project Environmental Planner       | \$147.00               | 6     | \$882.00           |
| Project Controls Specialist                   | \$137.00               | 0.5   | \$68.50            |
|                                               | <i>Task 1 Subtotal</i> | 7.5   | \$1,192.00         |
| <b>Task 2. Project Description</b>            |                        |       |                    |
| Project Director                              | \$242.00               | 2     | \$484.00           |
| Associate Project Environmental Planner       | \$147.00               | 6     | \$882.00           |
| Assistant Project Geospatial Scientist        | \$137.00               | 4     | \$548.00           |
|                                               | <i>Task 2 Subtotal</i> | 10    | \$1,914.00         |
| <b>Task 3. Environmental Assessment</b>       |                        |       |                    |
| Project Director                              | \$242.00               | 12    | \$2,904.00         |
| Associate Project Environmental Planner       | \$147.00               | 40    | \$5,880.00         |
| Project Technical Editor                      | \$147.00               | 12    | \$1,764.00         |
|                                               | <i>Task 3 Subtotal</i> | 64    | \$10,548.00        |
| <b>Project Total</b>                          |                        |       | <b>\$13,654.00</b> |
| <b>SCHEDULE: 4 MONTHS</b>                     |                        |       |                    |





## On-Call Environmental Services Pursuant to CEQA - RFI

Table 10. Related Technical Study Cost and Schedule

| PROJECT ROLE                                     | RATE                     | HOURS | ESTIMATED COST     |
|--------------------------------------------------|--------------------------|-------|--------------------|
| <b>Task 1. Biological Resources Assessment</b>   |                          |       |                    |
| <b>Task 1.1. Project Management</b>              |                          |       |                    |
| Project Management                               | --                       | --    | \$500.00           |
|                                                  | <i>Task 1.1 Subtotal</i> | --    | \$500.00           |
| <b>Task 1.2. Biological Resources Assessment</b> |                          |       |                    |
| Principal Natural Resources Team Lead            | \$230.00                 | 2     | \$1,840.00         |
| Senior Biologist                                 | \$169.00                 | 12    | \$2,028.00         |
| Associate Project Biologist                      | \$158.00                 | 30    | \$4,740.00         |
| Project Technical Editor                         | \$147.00                 | 12    | \$1,764.00         |
|                                                  | <i>Task 1.2 Subtotal</i> | 56    | \$10,372.00        |
|                                                  | <b>Task 1 Total</b>      |       | <b>\$10,872.00</b> |
| <b>Task 2. Archaeological Survey Report</b>      |                          |       |                    |
| <b>Task 2.1. Project Management</b>              |                          |       |                    |
| Project Management                               | --                       | --    | \$400.00           |
|                                                  | <i>Task 2.1 Subtotal</i> | --    | \$400.00           |
| <b>Task 2.2. Archaeological Survey Report</b>    |                          |       |                    |
| Principal Cultural Resources Team Lead           | \$226.00                 | 8     | \$1,808.00         |
| Staff Archaeologist                              | \$137.00                 | 32    | \$4,384.00         |
| Project Technical Editor                         | \$147.00                 | 12    | \$1,764.00         |
|                                                  | <i>Task 2.2 Subtotal</i> | 52    | \$7,956.00         |
|                                                  | <b>Task 2 Total</b>      |       | <b>\$8,356.00</b>  |
| <b>Task 3. Historical Resources Evaluation</b>   |                          |       |                    |
| <b>Task 3.1. Project Management</b>              |                          |       |                    |
| Project Management                               | --                       | --    | \$680.00           |
|                                                  | <i>Task 3.1 Subtotal</i> | --    | \$680.00           |
| <b>Task 3.2. Historical Resources Evaluation</b> |                          |       |                    |
| Principal Architectural History Team Lead        | \$242.00                 | 8     | \$1,936.00         |
| Senior Architectural Historian                   | \$207.00                 | 24    | \$4,968.00         |
| Project Architectural Historian                  | \$169.00                 | 36    | \$6,084.00         |
| Project Technical Editor                         | \$147.00                 | 12    | \$1,764.00         |
|                                                  | <i>Task 3.2 Subtotal</i> | 72    | \$13,656.00        |
|                                                  | <b>Task 3 Total</b>      |       | <b>\$14,752.00</b> |
| <b>Task 4. Air Emissions Modeling</b>            |                          |       |                    |
| <b>Task 4.1. Project Management</b>              |                          |       |                    |
| Project Management                               | --                       | --    | \$150.00           |
|                                                  | <i>Task 4.1 Subtotal</i> | --    | \$150.00           |
| <b>Task 4.2. Air Emissions Modeling</b>          |                          |       |                    |
| AMBIENT Air Quality and Noise Consulting         | --                       | --    | \$2,300.00         |



## On-Call Environmental Services Pursuant to CEQA - RFI

| PROJECT ROLE                                           | RATE                     | HOURS               | ESTIMATED COST     |
|--------------------------------------------------------|--------------------------|---------------------|--------------------|
|                                                        | <i>Task 4.2 Subtotal</i> | --                  | \$2,300.00         |
|                                                        |                          | <b>Task 4 Total</b> | <b>\$2,450.00</b>  |
| <b>Task 5. Air Quality / GHG Analysis</b>              |                          |                     |                    |
| <b>Task 5.1. Project Management</b>                    |                          |                     |                    |
| Project Management                                     | --                       | --                  | \$500.00           |
|                                                        | <i>Task 5.1 Subtotal</i> | --                  | \$500.00           |
| <b>Task 5.2. Air Quality / GHG Analysis</b>            |                          |                     |                    |
| AMBIENT Air Quality and Noise Consulting               | --                       | --                  | \$8,000.00         |
|                                                        | <i>Task 5.2 Subtotal</i> | --                  | \$8,000.00         |
|                                                        |                          | <b>Task 5 Total</b> | <b>\$8,500.00</b>  |
| <b>Task 6. Noise and Vibration Impact Assessment</b>   |                          |                     |                    |
| <b>Task 6.1. Project Management</b>                    |                          |                     |                    |
| Project Management                                     | --                       | --                  | \$500.00           |
|                                                        | <i>Task 6.1 Subtotal</i> | --                  | \$500.00           |
| <b>Task 6.2. Noise and Vibration Impact Assessment</b> |                          |                     |                    |
| AMBIENT Air Quality and Noise Consulting               | --                       | --                  | \$6,000.00         |
|                                                        | <i>Task 6.2 Subtotal</i> | --                  | \$6,000.00         |
|                                                        |                          | <b>Task 6 Total</b> | <b>\$6,500.00</b>  |
| <b>Task 7. Traffic Study</b>                           |                          |                     |                    |
| <b>Task 7.1. Project Management</b>                    |                          |                     |                    |
| Project Management                                     | --                       | --                  | \$650.00           |
|                                                        | <i>Task 7.1 Subtotal</i> | --                  | \$650.00           |
| <b>Task 7.2. Traffic Study</b>                         |                          |                     |                    |
| Central Coast Transportation Consultants               | --                       | --                  | \$13,000.00        |
|                                                        | <i>Task 7.2 Subtotal</i> | --                  | \$13,000.00        |
|                                                        |                          | <b>Task 7 Total</b> | <b>\$13,650.00</b> |
| <b>Task 8. Phase 1 Environmental Site Assessment</b>   |                          |                     |                    |
| <b>Task 8.1. Project Management</b>                    |                          |                     |                    |
| Project Management                                     | --                       | --                  | \$150.00           |
|                                                        | <i>Task 8.1 Subtotal</i> | --                  | \$150.00           |
| <b>Task 8.2. Phase 1 Environmental Site Assessment</b> |                          |                     |                    |
| Krazan & Associates, Inc.                              | --                       | --                  | \$3,000.00         |
|                                                        | <i>Task 8.2 Subtotal</i> | --                  | \$3,000.00         |
|                                                        |                          | <b>Task 8 Total</b> | <b>\$3,150.00</b>  |
| <b>SCHEDULE: 2-4 MONTHS PER TECHNICAL STUDY</b>        |                          |                     |                    |



On-Call Environmental Services Pursuant to CEQA - RFI

Table 11. Notice of Completion Cost and Schedule

| PROJECT ROLE                            | RATE     | HOURS | ESTIMATED COST |
|-----------------------------------------|----------|-------|----------------|
| Task 1. Notices                         |          |       |                |
| Project Director                        | \$242.00 | 1     | \$242.00       |
| Associate Project Environmental Planner | \$147.00 | 2     | \$294.00       |
| Project Technical Editor                | \$147.00 | 1     | \$147.00       |
| Project Total                           |          |       | \$683.00       |
| SCHEDULE: 1 WEEK                        |          |       |                |

## RELEVANT HISTORICAL DATA OR PARAMETRIC INFORMATION

For parametric data purposes we’ve included our own tracking table, including actual budgets, for City of Fresno projects.

Table 12. Cost Tracking Table

| CITY OF FRESNO PUBLIC WORKS ON-CALL PROJECT TRACKING |                  |             |                          |
|------------------------------------------------------|------------------|-------------|--------------------------|
| Project Name                                         | City Dept.       | Budget      | Deliverables             |
| Shaw Avenue Streetlights                             | Public Works     | \$2,024.72  | NOE Memo                 |
| McKinley Elementary Roadway Improvements             | Public Works     | \$4,054.32  | NOE Memo                 |
| Yosemite Middle Roadway Improvements                 | Public Works     | \$4,054.32  | NOE Memo                 |
| South Peach Park Project                             | Public Works     | \$50,270    | CEQA Addendum and NPS EA |
| TM5756 Annexation                                    | Planning         | \$18,151.86 | IS                       |
| Merced Street Reconnect                              | Public Works     | \$2,088.07  | NOE Memo                 |
| Blackstone Mobility                                  | Public Works     | \$4,700.43  | NOE Memo                 |
| Knight Ave Widening                                  | Capital Projects | \$27,659.28 | NOE and HUD EA           |
| Southwest Green Trail NEPA                           | Public Works     | \$12,665.66 | HUD CEST or EA           |
| McKinley-Fine Rezone                                 | Planning         | \$35,813.05 | IS                       |
| McKinley Widening                                    | Public Works     | \$12,338.78 | IS/MND                   |
| 911 Emergency Center                                 | Public Works     | 21,406.96   | IS/MND                   |
| NKRS Trucking                                        | Planning         | \$23,124    | IS                       |
| Herndon Overlay                                      | Public Works     | \$1,968.00  | NOE Memo                 |



On-Call Environmental Services Pursuant to CEQA - RFI

#### CITY OF FRESNO PUBLIC WORKS ON-CALL PROJECT TRACKING

|                                                                |                  |             |                                               |
|----------------------------------------------------------------|------------------|-------------|-----------------------------------------------|
| E Street Complete Streets                                      | Capital Projects | \$42,247.00 | NOE, HPSR                                     |
| South Crystal Subdivision                                      | Planning         | \$23,972.52 | IS                                            |
| Milburn Geotech                                                | Capital Projects | \$7,087.97  | Geotech Investigation                         |
| Rezone App P19-01530                                           | Planning         | \$39,502.00 | MND and tech studies                          |
| Ashlan Westbound Widening, Polk to Bryan CEQA                  | Capital Projects | \$14,231.73 | IS                                            |
| RWRF Geotechnical Services                                     |                  | \$8,439.45  | Geotech Investigation                         |
| Shaw Avenue , Fruit Ave to Palm                                | Capital Projects | \$2,904.04  | NOE                                           |
| Cedar Avenue, Herndon to Alluvial                              | Capital Projects | \$2,904.04  | NOE                                           |
| City of Fresno Regional Training Center EIR Addendum           | Capital Projects | \$25,898    | EIR Addendum                                  |
| 937-943 F Street (Peacock Building Acquisition and Demolition) |                  | \$42,447.80 | ISMND, CR Tech Studies                        |
| Roessler Winery Building                                       | Capital Projects | \$6,738.60  | Geotech Investigation                         |
| Blackstone & McKinley BNSF Grade Separation                    | Capital Projects | \$59,657.00 | Asbestos/LBP                                  |
| Cary Park Play Structure Improvements                          | Capital Projects | \$8,222.70  | Hazardous Materials and Geotechnical Services |
| 11th and Tulare Park CEQA Services                             | Capital Projects | \$4,207.52  | NOE Memo                                      |
| 11th and Tulare Park Geotech                                   | Capital Projects | \$5,197.70  | Geotechnical Services                         |
| Pump Station 345-1 Wellhead Improvements                       | Capital Projects | \$7,694.98  | CR Services                                   |

**ACTION BY WRITTEN CONSENT  
IN LIEU OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF  
SWCA, INCORPORATED**

**JANUARY 1, 2023**

The undersigned, being all of the members of the board of directors (the "**Board**") of SWCA, Incorporated, an Arizona corporation (the "**Corporation**"), whose principal office is located at 20 East Thomas Road, Suite 1700, Phoenix, Arizona, have adopted this Action by Written Consent in Lieu of a Special Meeting (this "**Consent**"), and by this Consent do hereby approve, adopt and consent to the following resolutions without a meeting pursuant to ARIZ. REV. STAT. § 10-821, and Section 6.12 of the Corporation's Amended and Restated Bylaws (as amended, the "**Bylaws**"), with reference to the following factual matters:

**WHEREAS**, the Board has determined that it is in the best interest of the Corporation and its shareholders to confirm and ratify the Corporation's signature authority policy for the year 2023, pursuant to which the executive managers of the Corporation have the authority to execute agreements on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that:

1. The foregoing matters are hereby confirmed, ratified, adopted, and otherwise approved by the Board as necessary and in the best interest of the Corporation and its shareholder(s).

2. The following officers of the Corporation (the "**Named Officers**") are hereby authorized to act on behalf of and bind the Corporation in connection with agreements entered into as each such officer, acting independently or with one or more other officer(s), deems necessary or appropriate: Joseph J. Fluder III, Chief Executive Officer/President; Denis Henry, Chief Financial Officer/Executive Vice President; Deborah Owens, Chief People Officer; and Linda Lannen, Chief Technology Officer; it being understood that the taking of any such action by any of the aforesaid officers shall constitute conclusive evidence of the exercise of such discretionary authority.

3. Any one or more of the Named Officers of the Corporation, for and on its behalf, are, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to execute and deliver any and all other documents and instruments, and to take such further actions, as any such officer or officers may determine in his, her or their reasonable discretion to be necessary or advisable to carry out the terms, provisions, purposes or intent of the foregoing resolutions, the taking of any such action to constitute conclusive evidence of the exercise of such discretionary authority.

4. All lawful acts previously taken by the Corporation or any officer or agent of the Corporation in furtherance of the foregoing resolutions are hereby ratified and approved by the Board of Directors on behalf of the Corporation.

5. This Consent may be signed in one or more counterparts which, taken together, shall constitute one and the same instrument. This Consent may be signed or delivered electronically, and any counterpart hereof which is so signed or delivered shall be deemed to constitute an original instrument for all purposes. This Consent shall be effective as of the date first written above and shall be filed with the records of the Corporation.

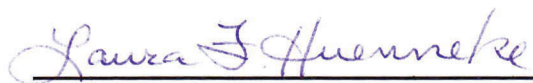


IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of SWCA, Incorporated, an Arizona corporation, have adopted the resolutions set forth in this Consent effective as of the date first set forth above.

**DIRECTORS:**

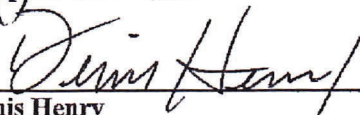
  
\_\_\_\_\_  
Gayle A. Roberts, Chair

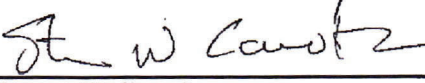
  
\_\_\_\_\_  
George F. (Rick) Adam

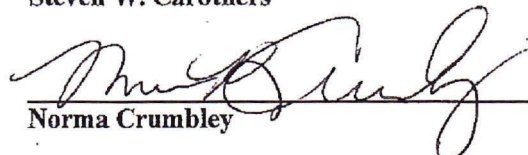
  
\_\_\_\_\_  
Laura F. Huenneke

  
\_\_\_\_\_  
Robert K. Wilson

  
\_\_\_\_\_  
Joseph J. Fluder, III

  
\_\_\_\_\_  
Denis Henry

  
\_\_\_\_\_  
Steven W. Carothers

  
\_\_\_\_\_  
Norma Crumbley