

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 Precision Civil Engineering, 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
Signed by: _____
By: Kristi Costa 10/7/2025
A1AA5ECA0B314E5...
Kristi Costa Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

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

Attachments:

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

Precision Civil Engineering, Inc.

DocuSigned by:
By: Edward D. Dunkel Jr. 7/2025
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Name: Edward D. Dunkel Jr.

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

By: _____

Name: _____

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

REVIEWED BY:

SERVICE PROVIDER:
Precision Civil Engineering, Inc.
Attention: Bonique Emerson
Senior Project Manager
1234 O. Street
Fresno, CA, 93721
Phone: 559-449-4500
E-mail: bemerson@precisioneng.net

EXHIBIT A

SCOPE OF SERVICES

**Service Agreement between City of Fresno
and Precision Civil Engineering, 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 Precision Civil Engineering, 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.

Explanation: N/A

N/A

☐ Additional page(s) attached.

555822v1

EXHIBIT D

Service Agreement between City of Fresno and Precision Civil Engineering, 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

City of Fresno On-Call Environmental Services Pursuant to CEQA

BID FILE NO. 12501022

November 29, 2024

Submitted By:

Precision Civil Engineering
1234 O Street
Fresno, CA 93721



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November 27, 2024

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



RE: City of Fresno: Request for Qualifications for On-Call Environmental Services Pursuant to CEQA

Dear Nadia Salinas:

Precision Civil Engineering, Inc. (PCE) is pleased to submit our proposal to the City of Fresno in response to the Request for Qualifications (RFQ) for On-Call Environmental Services Pursuant to CEQA (Bid File No. 12501022). PCE understands that the City is requesting statements of qualifications to establish a list of qualified firms to assist with the preparation of environmental assessments under CEQA for development projects and City planning projects, programs, or initiatives on an as needed basis for the Planning and Development Department.

PCE is a privately owned California Corporation and State-certified small business enterprise. PCE a full-service firm that has provided municipal planning, environmental, civil engineering and land survey services to public agency clients since our inception 22 years ago. Having multiple divisions provides for the unique ability to enlist turn-key services under one roof. This in-turn allows for better project collaboration, improved responsiveness, closer budget monitoring, and efficiency.

PCE's Planning Division has many years of experience preparing environmental documents for private development, public improvement, and planning projects, programs, and initiatives in accordance with CEQA. PCE's Planning Division also has direct experience preparing environmental documents on behalf of the City of Fresno, both as an environmental consulting firm and as former City of Fresno planning staff. Through this experience, PCE's Planning Division has the technical expertise, experience, and familiarity with all aspects of CEQA's relevant regulatory frameworks to provide the full array of CEQA services for the City of Fresno.

On behalf of the PCE team, I would like to thank you for considering our firm to provide services for the City. I personally guarantee that our services will be responsive and will meet the goals as outlined in the RFQ. We greatly look forward to the opportunity to team and get to work.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edward D. Dunkel, Jr.", is written over a light blue horizontal line.

Edward D. Dunkel, Jr.
President & CEO, Precision Civil Engineering

Office: 1234 O Street, Fresno, CA 93721
Tel: (559) 449-4500 | Fax: (559) 449-4515
Email: edunkel@precisioneng.net

Project Manager (Main Contact)

Bonique Emerson, MAUP, AICP
VP of Planning Division | Senior Project Manager
Office: 1234 O Street, Fresno, CA 93721
Tel: (559) 449-4500 | Fax: (559) 449-4515
Email: bemerson@precisioneng.net

2. FIRM/TEAM OVERVIEW

| FIRM OVERVIEW

Precision Civil Engineering, Inc. (PCE) was founded in Fresno in 2002. PCE is an established, full-service firm with a history of providing comprehensive and sustainable solutions on a wide range of complex projects and issues throughout California. We have built a notable reputation by providing services and solutions which parallel our commitment and expertise in executing well-planned, timely, and cost-efficient results for public agencies and private sector companies.

Our key asset is our highly-skilled core team of staff members who have worked together for many years. Collectively, our team has an incomparable background of knowledge and experience working with local and state-wide standards, policies, and procedures. Today, our firm employs over 50 full-time staff members with offices in Fresno, Merced, and Visalia. Our divisions include:

- Planning / Entitlements
- Land Surveying
- Civil Engineering
- Landscape Architecture
- Construction Management

| TEAM OVERVIEW

PCE's Planning Division Team is led by Bonique Emerson, AICP, who brings more than 20 years of experience as a Planner and Project Manager, spending a majority of those years in municipal planning. PCE's Planning Division Team ranges from entry-level to experienced Senior Planners. Qualifications are further described on the following pages.

- 6** Urban & Environmental Planners
- 3** Certified Planners
- 2** GIS Specialists



Firm Founded:
2002

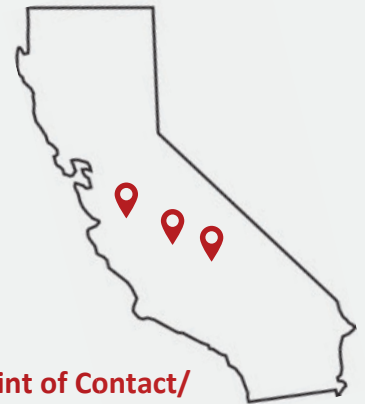
Firm Legal Identity:
California Corporation
State-Certified Small Business

Firm Representative:
Edward D. Dunkel, Jr.
CEO & President

Firm Size:
50 Total Staff Members

Firm Website:
www.precisioneng.net

Office Locations:
1234 O Street, Fresno, CA (Main)
2807A G Street, Merced, CA
3000 W Main street, Visalia, CA



**Main Point of Contact/
Project Manager:**
Bonique Emerson, AICP
VP of Planning Division
(559) 449-4500
bemerson@precisioneng.net

| OVERVIEW OF SERVICES AND EXPERTISE

PCE's Planning Division provides a full array of CEQA services for private or public development projects and City planning projects, programs or initiatives in accordance with CEQA. Our services and areas of expertise include the following.

- **Project Scoping**
 - Utilize the application materials to prepare a detailed project description and exhibits.
 - Conduct preliminary review in accordance with established thresholds of significance to determine the scope and level of environmental review.
 - Seek competitive proposals from sub-consultants with the appropriate licenses, certifications, and registrations necessary to perform the scope of work.
- **Project Initiation**
 - Facilitate kick-off meeting with applicant, City, and sub-consultants (as necessary).
 - Write a defensible project description, assumptions, and environmental baselines.
 - Coordinate data request needs for technical studies and/or analysis.
- **Early Consultation**
 - Coordinate noticing for Tribal Consultation (AB 52 and SB 18).
 - Consultation with Native American Heritage Commission and Sacred Lands File Search.
 - Request California Historical Resources Information System (CHRIS) Record Searches.
 - Coordinate Internal/External Agency Consultation for project comments.
- **Technical Studies and/or Analysis**
 - Engage and manage multi-disciplinary teams of sub-consultants.
 - Establish thresholds of significance and analyze the project in relation to these thresholds.
 - Perform in-house technical analysis including but not limited to CalEEMod, Vehicle Miles Traveled, Water and Sewer Demand, Biological Resources Databases, etc.
 - Reviews of Technical Studies and/or Analysis.
- **CEQA Document Preparation**
 - Lead and author Categorical and Statutory Exemptions.
 - Lead and author Initial Studies and Negative or Mitigated Negative Declarations, Mitigation Monitoring and Reporting Program, Response to Comments.
 - Lead and author Environmental Impact Reports (Program, Project, Focused, Subsequent, Addenda), Mitigation Monitoring and Reporting Program, Findings of Fact, Statement of Overriding Considerations, Response to Comments.
 - Third-party review of environmental documents prepared by others.
- **Notices and Filings**
 - Notice of Preparation and Scoping Meeting.
 - Notice of Intent and Legal Notice.
 - Notice of Exemption.
 - Notice of Availability.
 - Notice of Determination.
 - State Clearinghouse Forms (Notice of Completion Summary Form).
 - Filing, Posting, and Publishing (City Clerk, County Clerk, State Clearinghouse, Fresno Bee).
- **Public Meetings and Adoption Hearings**
 - Represent and present projects at public meetings, scoping meetings, and hearings.
 - Assist agency staff in the preparation of the CEQA related portions of the staff reports, findings for approval and presentations.

| TEAM ORGANIZATION

PCE will utilize the following team organization to provide the services requested in the RFQ. Bonique Emerson, MAUP, AICP will serve as the overall Project Manager, overseeing all aspects of the project. Jenna Chilingerian, MCRP, AICP and Shin Tu, MUP, AICP will serve as the CEQA Project Managers, overseeing the day-to-day coordination, drafting, and management of CEQA projects, with support from Luke Risner, Isaiah Medina, and Sonia Ho.

	Luke Risner <i>Associate Planner</i>	
	Jenna Chilingerian, MCRP, AICP <i>Senior Planner</i>	Isaiah Medina <i>Assistant Planner</i>
Bonique Emerson, MAUP, AICP <i>VP of Planning Division</i>	Shin Tu, MUP, AICP <i>Senior Associate Planner</i>	Sonia Ho, MURP <i>Assistant Planner</i>
LEADERSHIP TEAM	PROJECT MANAGERS	PLANNING STAFF

| TEAM CREDENTIALS AND QUALIFICATIONS

PCE’s Planning Division credentials and qualifications are summarized below. Additional details are provided in Resumes on the following pages.

Bonique Emerson, MAUP, AICP <i>VP of Planning Division</i>	• <u>Education:</u> M.A., Urban Planning and B.A. Political Science • <u>Certifications:</u> American Institute of Certified Planners (AICP) • <u>Overall Experience:</u> 20+ years (PCE: 5 years)
Jenna Chilingerian, MCRP, AICP <i>Senior Planner</i>	• <u>Education:</u> Masters, Community and Regional Planning and B.A. Political Science • <u>Certifications:</u> American Institute of Certified Planners (AICP) • <u>Overall Experience:</u> 11+ years (PCE: 4.5 years)
Shin Tu, MUP, AICP <i>Senior Associate Planner</i>	• <u>Education:</u> Masters, Urban Planning, B.S. Urban Planning • <u>Certifications:</u> American Institute of Certified Planners (AICP) • <u>Overall Experience:</u> 5+ years (PCE: 3.5 years)
Luke Risner <i>Associate Planner</i>	• <u>Education:</u> B.A. Geography • <u>Overall Experience:</u> 2 years (PCE: 6 months)
Isaiah Medina <i>Assistant Planner</i>	• <u>Education:</u> B.A. Environmental Policy Analysis and Planning • <u>Overall Experience:</u> < 1 year (PCE: 6 months)
Sonia Ho, MCRP <i>Assistant Planner</i>	• <u>Education:</u> Masters, Urban and Regional Planning, B.A. Urban Planning • <u>Overall Experience:</u> < 1 year (PCE: 6 months)

3. REFERENCES

References from recent work similar to the project, in addition to descriptions of relevant projects are provided on the following pages.

| ON-CALL ENVIRONMENTAL PLANNING SERVICES

CLIENT

City of Atwater

SERVICES

On-Call Planning, Engineering,
and Environmental Planning

TIMELINE

2020 - Present

CONTACT

Greg Thompson
Community Development
Director/Public Works Director
gthompson@atwater.gov
(209) 357-6370

KEY STAFF

- Bonique Emerson, Oversight
- Jenna Chilingirian, Project Manager and CEQA Lead
- Shin Tu, Project Manager and CEQA Lead
- Sonia Ho, Planner

DESCRIPTION

PCE provides on-call planning, engineering, and environmental planning services to the City of Atwater Community Development Department on an as-needed basis. In this role, PCE serves as the CEQA Lead for both public and private development projects. Services include scoping environmental documents and technical studies, preparing project descriptions and exhibits, managing technical sub-consultants, drafting of the CEQA documents, and preparing and filing all required notices and State Clearinghouse postings. To date, PCE has completed more than 15 CEQA documents on behalf of the City of Atwater.

RECENT PROJECT HIGHLIGHTS

- Atwater Water Well 22, ISMND (available to the public: <https://ceqanet.opr.ca.gov/2024080036>).
- Lower Shaffer Road Drainage Improvement Project, ISND (available to the public: <https://ceqanet.opr.ca.gov/2023080107>).
- Sunset Apartments, ISMND (available to the public: <https://ceqanet.opr.ca.gov/2024050318>).
- Bert Crane Solar Facility Project, ISND (available to the public: <https://ceqanet.opr.ca.gov/2020090376/2>)

SUB-CONSULTANTS

- WJV Acoustics: Acoustics, Noise, Vibration

CLIENT

City of Kerman

SERVICES

On-Call Planning and
Environmental Planning

TIMELINE

2021 - Present

CONTACT

John Jansons
City Manager
jjansons@cityofkerman.org
(559) 846-9450

KEY STAFF

- Bonique Emerson,
Oversight
- Jenna Chilingirian, Project
Manager and CEQA Lead
- Shin Tu, Project Manager
and CEQA Lead

DESCRIPTION

PCE provides on-call planning and environmental planning services to the City of Kerman Community Development Department on an as-needed basis. In this role, PCE serves as the CEQA Lead for private development projects, providing a full array of CEQA services from scoping environmental documents and technical studies, to preparing project descriptions and exhibits, managing technical sub-consultants, drafting the CEQA documents, to preparing and filing all required notices and State Clearinghouse postings. To date, PCE has completed three CEQA documents on behalf of the City of Kerman, with one pending public review, in addition to EIR peer review.

RECENT PROJECT HIGHLIGHTS

- Crown-Schaad Residential Subdivision, ISMND (available to the public: <https://ceqanet.opr.ca.gov/2024040148>).
- Whispering Falls Single- and Multi-Family Subdivision, ISMND (available to the public: <https://ceqanet.opr.ca.gov/2024040147>).
- Del Norte Estates Residential Subdivision, EIR Peer Review (available to the public: <https://ceqanet.opr.ca.gov/2024031008/2>).
- The Orchards at Gill Estates Residential Subdivision, ISMND (public review draft pending)

SUB-CONSULTANTS

- Johnson Johnson & Miller Air Quality Consulting Services: Air Quality, Health Risk, Greenhouse Gas Emissions, and Energy
- Argonaut Ecological Consulting: Biological Resources
- WJV Acoustics: Acoustics, Noise, Vibration
- RMA GeoScience: Phase I Environmental Site Assessment
- VRPA Technologies: Traffic/Transportation and VMT
- JLB Traffic Engineering: Traffic/Transportation

CLIENT

City of Porterville

SERVICES

On-Call Environmental Planning,
Master Planning

TIMELINE

2022 - Present

CONTACT

Claudia Calderon
Community Development
Director
ccalderon@ci.porterville.ca.us
(559) 782-7460

DESCRIPTION

PCE provides on-call environmental planning services to the City of Porterville Community Development Department on an as-needed basis. In this role, PCE serves as the CEQA Lead for private development projects, providing a full array of CEQA services from scoping environmental documents and technical studies, to preparing project descriptions and exhibits, managing technical sub-consultants, drafting the CEQA documents, to preparing and filing all required notices and State Clearinghouse postings.

PCE has also provided master planning services to the City of Porterville Community Development Department to prepare the South of the Tule River Master Plan and associated entitlements and environmental review. The environmental review for this project required preparation of an Initial Study and Focused Environmental Impact Report.

KEY STAFF

- Bonique Emerson, Oversight
- Jenna Chilingirian, Project Manager and CEQA Lead
- Shin Tu, Planner
- Isaiah Medina, Planner
- Sonia Ho, Planner

To date, PCE has completed two CEQA documents on behalf of the City of Porterville, with one pending public review.

RECENT PROJECT HIGHLIGHTS

- South of the Tule River Master Plan, EIR (available to the public: <https://ceqanet.opr.ca.gov/Project/2024030738>).
- Westfield Residential Subdivision, Categorical Exemption (public review draft unavailable)
- Della Farms Residential Subdivision, ISMND (public review draft pending)

SUB-CONSULTANTS

- Johnson Johnson & Miller Air Quality Consulting Services: Air Quality, Health Risk, Greenhouse Gas Emissions, and Energy
- Peak and Associates: Cultural Resources
- Argonaut Ecological Consulting: Biological Resources
- JLB Traffic Engineering: Traffic/Transportation and VMT

| RELEVANT CEQA PROJECTS

PCE's Planning Division has managed and completed more than 70 CEQA documents for residential, mixed-use, commercial, office, industrial, and public facility projects in addition to public agency projects, programs, and initiatives since its establishment in 2020. Examples of PCE's most recent CEQA documents are provided below.

Residential and Mixed-Use Projects

- Armstrong 64-Unit Apartments, ISMND, Fresno, CA
- Atwater Family 60-Unit Affordable Housing Project, ISMND, Atwater, CA
- Bliss Avenue General Plan Amendment/Rezone, ISMND, Fresno, CA
- City of Fresno Senior Apartments and Senior Center, ISMND, Fresno, CA
- Crown-Schaad 163-Lot Residential Subdivision, ISMND, Kerman, CA
- Ellis/Fairview 61-Lot Residential Subdivision, ISMND, Madera, CA
- Lennar 161-Lot Residential Subdivision, ISMND, Hanford, CA
- Links Ranch 214-Lot Residential Subdivision, ISMND, Madera, CA
- Sunset Drive 25-Unit Multi-Family Housing Project, ISMND, Atwater, CA
- University Park 354-Lot Residential Subdivision, ISMND, Atwater, CA
- Wathen Castanos 276-Lot Residential Subdivision, ISMND, Lemoore, CA
- Fresno State Campus Pointe, EIR Addendum, Fresno, CA
- Redwood Avenue Mixed-Use Project, Categorical Exemption, Atwater, CA

Commercial / Office / Industrial Projects

- Amond World Cold Storage Warehouse, ISMND/EA, Madera, CA
- Appliance Storage and Distribution Warehouse, ISMND, Fresno, CA
- Atwater Cannabis Dispensary, Distribution, and Cultivation, Categorical Exemption, Atwater, CA
- Cherry and Annadale Avenue Truck Parking Facility, Categorical Exemption, Fresno, CA
- Chowchilla Industrial Specific Plan, EIR, Chowchilla, CA (ongoing)
- Food 4 Less Fuel Center #365, Small Project Analysis Level Assessment, Bakersfield, CA
- Foxglove and Schnoor Avenue General Plan Amendment/Rezone, ISMND, Madera, CA
- Mid-Valley Pipe & Supply Industrial Subdivision, ISMND, Chowchilla, CA
- Natural Color Tank and Silo Farm Project, ISMND, Fresno, CA
- South Schnoor Street Industrial Warehouse Project, ISMND, Fresno, CA
- Telstar Office Building, ISMND, Hanford, CA
- The Well Church, ISMND, Clovis, CA

Public Agency Projects, Programs, and Initiatives

- City of Arvin, Multi-Family Residential Text Amendment, ISMND, Arvin, CA
- City of Fresno Mixed-Use Zoning Density Increase Text Amendment, ISMND, Fresno, CA
- City of Fresno Multi-Family Near Bus Stops, Multi-Family in Infill Areas, Office-to-Residential Conversion, and Residential in Office Zones Text Amendment, Fresno, CA
- City of Hanford, Lassen Mixed Use Rezone Project, ISMND, Hanford, CA
- City of Salinas Foods Co Shopping Center Mixed Use Rezone Project, ISMND, Salinas, CA
- City of Salinas, Alisal Marketplace Mixed Use Rezone Project, ISMND, Salinas, CA
- City of Salinas, Edge of Downtown Mixed Use Rezone Project, ISMND, Salinas, CA
- City of Salinas, Laurel West Shopping Center Mixed Use Rezone Project, ISMND, Salinas, CA
- City of Salinas, Sears Department Store Mixed Use Rezone Project, ISMND, Salinas, CA

4. WORK SAMPLES

Work samples of related environmental CEQA studies/analysis that PCE has led and authored are provided in the Appendix. The work samples include the following.

1.City of Fresno Development Code Text Amendment Application No. P24-00794. PCE is currently providing CEQA services to the City of Fresno, Planning and Development Department, Long Range Planning Division for the completion of environmental review for the City's Development Code Text Amendment related to ministerial approval of multi-unit residential development under certain circumstances. PCE led and authored the preparation of an Initial Study and Mitigated Negative Declaration for the project, in addition to preparation of all required noticing and submittal to the State Clearinghouse. The provided work sample shows an example of a project description pursuant to CEQA Guidelines Appendix G. (available to the public: <https://ceqanet.opr.ca.gov/2024110662>)

2.City of Fresno General Plan Amendment/Rezone Application No. P22-04389 and Development Permit Application No. P22-02376. PCE provided CEQA services to an applicant for a proposed private multi-family residential development, "Armstrong Apartments," in the city of Fresno that required a General Plan Amendment, Rezone, and Development Permit. PCE led and authored the preparation of an Initial Study and Mitigated Negative Declaration for the project, in addition to preparation of all required noticing and State Clearinghouse Forms. The provided work sample shows an example of impact assessments for energy, greenhouse gas emissions, and transportation. (available to the public: <https://ceqanet.opr.ca.gov/2023060465>)

3.City of Fresno Senior Center (P24-00678) and Affordable Housing Project (P24-00214). PCE is providing CEQA services to the City of Fresno, Capital Projects Department for the completion of environmental review for the City's Senior Center and Affordable Housing project. PCE led and authored the preparation of an Initial Study and Mitigated Negative Declaration for the project, in addition to preparation of all required noticing and submittal to the State Clearinghouse. The provided work sample shows an example of environmental and regulatory settings for biological resources, geology, hazards and hazardous materials, and noise. (available to the public: <https://ceqanet.opr.ca.gov/2024101319>)

4.City of Fresno Development Permit Application No. P23-00961. PCE provided CEQA services to an applicant for a truck parking facility in the city of Fresno that required a Development Permit. PCE led and authored the preparation of a Categorical Exemption (Class 32, Infill) for the project. The provided work sample shows an example of a project description and exemption analysis for land use and zoning consistency and public services, and an exception analysis. (available to the public: <https://ceqanet.opr.ca.gov/2024091183>)

5.City of Fresno Development Permit Application No. P21-06100. PCE provided CEQA services to an applicant for California Natural Color Tank and Silo Farm Project in city of Fresno that required a Development Permit. PCE led and authored the preparation of an Initial Study and Mitigated Negative Declaration, in addition to preparation of all required noticing and State Clearinghouse Forms. The provided work sample shows an example of a Mitigation Monitoring and Reporting Program and State Clearinghouse Forms. (available to the public: <https://ceqanet.opr.ca.gov/2022080501>)

5. RESUMES



BONIQUE EMERSON, MAUP, AICP

VICE PRESIDENT OF PLANNING DIVISION

EDUCATION

University of California,
Los Angeles, M.A., Urban
Planning and B.A., Political
Science, Public Policy minor

EXPERIENCE

21 years (PCE: 5 years)

CERTIFICATION

American Institute of
Certified Planners (AICP)

AFFILIATIONS

American Planning
Association, California
Chapter, Central Section

Association of Environmental
Professionals, California,
Central Chapter

Institute of Transportation
Engineers, California

TRAININGS

Association of Environmental
Professionals, California
(Various)

California LTAP, Federal
Requirements for Local
Agency Projects

CONTACT

Precision Civil Engineering
1234 O Street
Fresno, CA 93721
bemerson@precisioneng.net
(559) 449-4500

PROFESSIONAL SUMMARY

Bonique Emerson, MAUP, AICP has over 20 years of experience as a Planner and Project Manager, spending a majority of those years with the City of Fresno Current Planning Division. While at the City of Fresno, Mrs. Emerson worked her way from a Planner I to the Current Planning Division Manager. Through these roles, she prepared and oversaw CEQA documents for hundreds of development projects including management of several EIRs for large-scale projects. Since joining PCE in 2020, Bonique has leveraged her extensive planning and environmental planning experience to oversee PCE's Planning Division's preparation of more than 70 environmental documents in accordance with CEQA of varying complexities.

AREAS OF EXPERTISE

- Project Management
- Environmental Planning Services (CEQA/NEPA)
- VMT Screening and Trip Generation Analysis
- Oversight and Management of Environmental Consultants

KEY PROJECTS

On-Call Planning and Environmental Services

- City of Atwater, On-Call Land Use and Environmental Planning
- City of Arvin, On-Call Land Use and Environmental Planning
- City of Dunsmuir, On-Call Land Use and Environmental Planning
- City of Kerman, On-Call Land Use and Environmental Planning
- City of Yreka, On-Call Land Use and Environmental Planning

Recent CEQA Experience

- Bert Crane Solar Facility, IS/MND, Atwater, CA
- Bliss Avenue Plan Amendment, IS/MND, Fresno, CA
- Busseto Foods Facility Project, IS/ND, Fresno, CA
- Fresno State Campus Pointe, EIR Addendum, Fresno, CA
- Lennar Residential Subdivision, IS/MND, Hanford, CA
- Links Ranch Subdivision, IS/MND, Madera, CA
- Mixed Use Zoning Density Increase Text Amendment, IS/MND, Fresno, CA

OTHER RELEVANT EXPERIENCE

City of Fresno CEQA/NEPA Program

In previous employment at the City of Fresno:

- Provided oversight, direction, training, and management for all CEQA documents prepared for private development projects processed by the City of Fresno Planning and Development Department.
- Responsible for oversight and preparation of certain CEQA documents prepared for other Departments in the City of Fresno including Public Works, Public Utilities, and the City Manager's Office.
- Assisted preparation of NEPA documents for the Housing Division.
- Managed the work of several environmental consultants for large-scale controversial development projects.
- Provided guidance, format, and standard procedures for the preparation of documents, including environmental justice issues and air quality.



JENNA CHILINGERIAN, MCRP, AICP

SENIOR PLANNER

PROFESSIONAL SUMMARY

Jenna Chilingirian, MCRP, AICP serves as a Senior Planner at PCE, bringing more than 11 years of experience in planning, community and economic development, and program management in the nonprofit, public, and private sectors. At PCE, Jenna provides CEQA services for public and private sector projects, on-call planning and environmental services for local agencies, and development and entitlement services for private sector clients. Since joining PCE in 2020, Jenna has assisted with the preparation of more than 50 environmental documents in accordance with CEQA. Jenna is an active AEP and APA member, participating in webinars and workshops to remain up to date on current environmental legislation, procedures, and best practices.

EDUCATION

University of Oregon, Masters of Community and Regional Planning

University of California, Los Angeles, B.A. Political Science, Civic Engagement minor

EXPERIENCE

11 years (PCE: 4.5 years)

CERTIFICATION

American Institute of Certified Planners (AICP)

AFFILIATIONS

American Planning Association, California Chapter, Central Section

Association of Environmental Professionals, California, Central Chapter

TRAININGS

Association of Environmental Professionals, California (Various)

CONTACT

Precision Civil Engineering
1234 O Street
Fresno, CA 93721
jchilingirian@precisioneng.net
(559) 449-4500

AREAS OF EXPERTISE

- CEQA/NEPA Process, Compliance, and Guidance
- Project-Level land use planning/permitting
- Project coordination and management

KEY PROJECTS

On-Call Planning and Environmental Services

- City of Atwater, On-Call Land Use and Environmental Planning
- City of Arvin, On-Call Land Use and Environmental Planning
- City of Kerman, On-Call Land Use and Environmental Planning
- City of Porterville, On-Call Environmental Planning
- City of Yreka, On-Call Land Use and Environmental Planning

Recent CEQA Experience

- South of the Tule River Master Plan, EIR, Porterville, CA
- Crown-Schaad 163-Lot Residential Subdivision, ISMND, Kerman, CA
- Whispering Falls Mixed Residential Project, ISMND, Kerman, CA
- Foxglove and Schnoor Avenue GAP/Rezone, ISMND, Madera, CA
- Mid-Valley Pipe Industrial Subdivision, ISMND, Chowchilla, CA
- Westfield 27-Lot Residential Subdivision, CatEx, Porterville, CA

OTHER RELEVANT EXPERIENCE

CEQA Documents for Projects in the City of Fresno

- City of Fresno Senior Center and Apartments, ISMND, Fresno, CA
- Armstrong 64-Unit Apartments, ISMND, Fresno, CA
- City of Fresno Mixed-Use Zoning Density Increase Text Amendment, ISMND, Fresno, CA
- City of Fresno Multi-Family Near Bus Stops, Multi-Family in Infill Areas, Office-to-Residential Conversion, and Residential in Office Zones Text Amendment, Fresno, CA
- City of Fresno Well Pump Station No. 372, ISMND, Fresno, CA
- City of Fresno Proposed Acquisition for Senior Center, Categorical Exemption, Fresno, CA
- Appliance Storage and Distribution Warehouse, ISMND, Fresno, CA
- Natural Color Tank and Silo Farm Project, ISMND, Fresno, CA
- Cherry and Annadale Avenue Truck Parking Facility, Categorical Exemption, Fresno, CA
- Bliss Avenue Plan Amendment, IS/MND, Fresno, CA
- Busseto Foods Facility Project, IS/ND, Fresno, CA



SHIN TU, MUP, AICP

SENIOR ASSOCIATE PLANNER

PROFESSIONAL SUMMARY

Shin Tu, MUP, AICP, brings over 5 years of experience in site planning, data analysis, environmental planning, and digital communications. With a Master of Urban Planning degree from Texas A&M University and graduate certificates in Environmental Hazard Management and Geographic Information Science (GIS), Shin has experience working in the public, private, and academic sectors. At PCE, Shin provides services to both public and private sector clients, including performing due diligence, planning entitlements, on-call planning, CEQA document drafting and analysis, GIS database management and mapping, fiscal analysis, data visualization, and branding/graphic design. Since joining PCE in 2021, Shin has assisted with the preparation of more than 30 environmental documents in accordance with CEQA.

EDUCATION

Texas A&M University, Master of Urban Planning, Environmental Hazard Management Certificate, GIS Graduate Certificate

National Cheng Kung University, Taiwan, B.S., Urban Planning

EXPERIENCE

5 years (PCE: 3 years)

CERTIFICATION

American Institute of Certified Planners (AICP)

AFFILIATIONS

American Planning Association, California Chapter, Central Section

Association of Environmental Professionals, California, Central Chapter

TRAININGS

Association of Environmental Professionals, California (Various)

CONTACT

Precision Civil Engineering
1234 O Street
Fresno, CA 93721
stu@precisioneng.net
(559) 449-4500

AREAS OF EXPERTISE

- Research, Data Collection and Analysis
- Geographic Information Systems, Spatial Analysis, and Mapping
- Visualization, Digital Communication, Branding, and Graphic Design
- Planning Entitlement Processing
- Environmental Analysis and Planning

KEY PROJECTS

On-Call Planning and Environmental Services

- City of Atwater, On-Call Land Use and Environmental Planning
- City of Kerman, On-Call Land Use and Environmental Planning
- City of Orange Cove, On-Call Engineering and Planning
- City of Porterville, On-Call Environmental Planning
- City of Yreka, On-Call Land Use and Environmental Planning

Recent CEQA Experience

- Ellis/Fairview 61-Lot Residential Subdivision, ISMND, Madera, CA
- Sunset Drive 25-Unit Multi-Family Housing, ISMND, Atwater, CA
- Lower Shaffer Road Drainage Improvement Project, ISND, Atwater, CA
- Multi-Family Residential Text Amendment, ISMND, Arvin, CA
- The Gill Orchards Estates Residential Subdivision, ISMND, Kerman, CA
- Osborn Park, ISMND, Orange Cove, CA

OTHER RELEVANT EXPERIENCE

CEQA Documents for Projects in the City of Fresno

- City of Fresno Senior Center and Apartments, ISMND, Fresno, CA
- Armstrong 64-Unit Apartments, ISMND, Fresno, CA
- City of Fresno Mixed-Use Zoning Density Increase Text Amendment, ISMND, Fresno, CA
- City of Fresno Multi-Family Near Bus Stops, Multi-Family in Infill Areas, Office-to-Residential Conversion, and Residential in Office Zones Text Amendment, Fresno, CA
- Appliance Storage and Distribution Warehouse, ISMND, Fresno, CA
- Natural Color Tank and Silo Farm Project, ISMND, Fresno, CA
- Cherry and Annadale Avenue Truck Parking Facility, Categorical Exemption, Fresno, CA
- Busseto Foods Facility Project, IS/ND, Fresno, CA



LUKE RISNER

ASSOCIATE PLANNER

PROFESSIONAL SUMMARY

Luke Risner serves as an Associate Planner at PCE, bringing almost 2 years of experience in land use planning, entitlement processing, and environmental review. Luke joined PCE in 2024, after completing nearly 1.5 years as a Planner I/Planner II in the City of Fresno Current Planning Division. At PCE, Luke provides planning and development services to a diverse range of clients, including developers, property owners, and government agencies. Luke currently manages several entitlements for development projects in various communities, provides on-call planning services for government agencies, and assists with the preparation of CEQA documents.

EDUCATION

California State University,
Fresno, B.A., Geography,
Anthropology minor

California State University,
Fullerton, GIS Certificate

EXPERIENCE

2 years (PCE: 6 months)

CONTACT

Precision Civil Engineering
1234 O Street
Fresno, CA 93721
Irisner@precisioneng.net
(559) 449-4500

AREAS OF EXPERTISE

- Planning Entitlement Review and Processing
- Environmental Analysis and Planning
- Municipal planning

KEY PROJECTS

On-Call Planning and Environmental Services

- City of Dunsmuir, On-Call Land Use and Environmental Planning
- City of Kerman, On-Call Land Use and Environmental Planning

Recent CEQA Experience

- Preferred Pump, ISMND, Sacramento, CA
- The Gill Orchards Estates Residential Subdivision, ISMND, Kerman, CA
- Crown Enterprises Transportation Facility, Coordination of ISMND, Fresno, CA

OTHER RELEVANT EXPERIENCE

CEQA Documents for Projects in the City of Fresno

In previous employment at the City of Fresno:

- Gas Station, CatEx, Fresno, CA
- Water's Edge Multi-Family Residences, CatEx, Fresno, CA
- Blythe Village Multi-Family Residences, CatEx, Fresno, CA
- 10+ Tentative Parcel Maps, CatExs, Fresno, CA
- Tentative Tract Map, Review of IS/MND, Fresno, CA



ISAIAH MEDINA

ASSISTANT PLANNER

PROFESSIONAL SUMMARY

Isaiah Medina serves as an Assistant Planner at PCE. Isaiah joined PCE in early 2024 after receiving his undergraduate degree in Environmental Policy Analysis and Planning from the University of California, Davis. At PCE, Isaiah assists with development, entitlement, and environmental review services for public and private sector clients, in addition to serving as an on-call contract planner for the City of Arvin. Since joining, PCE, Isaiah has assisted with the preparation of more than 10 environmental documents in accordance with CEQA.

EDUCATION

University of California, Davis,
B.S., Environmental Policy
Analysis and Planning, City and
Regional Planning
concentration

EXPERIENCE

< 1 year (PCE: 6 months)

CONTACT

Precision Civil Engineering
1234 O Street
Fresno, CA 93721
imedina@precisioneng.net
(559) 449-4500

AREAS OF EXPERTISE

- Planning Entitlement Review and Processing
- Environmental Analysis and Planning
- Research, Data Collection and Analysis
- Land Use Planning

KEY PROJECTS

On-Call Planning and Environmental Services

- City of Arvin, On-Call Land Use and Environmental Planning
- City of Kerman, On-Call Land Use and Environmental Planning
- City of Porterville, On-Call Environmental Planning
- City of Yreka, On-Call Land Use and Environmental Planning

Recent CEQA Experience

- South of the Tule River Master Plan, IS, EIR, Porterville, CA
- Mid Valley Industrial Subdivision, ISMND, Chowchilla, CA
- Ellis and Fairview 61-Lot Residential Subdivision, ISMND, Madera, CA
- Waterford 53-unit Multi-Family Housing, ISMND, Waterford, CA
- Payne Lane 291-unit Multi-Family Housing Project, ISMND, Yreka, CA
- Chowchilla Industrial Specific Plan, EIR, Chowchilla, CA
- Della Farms 160-Lot Residential Subdivision, ISMND, Porterville, CA

OTHER RELEVANT EXPERIENCE

CEQA Documents for Projects in the City of Fresno

- City of Fresno Senior Center and Apartments, ISMND, Fresno, CA
- City of Fresno Multi-Family Near Bus Stops, Multi-Family in Infill Areas, Office-to-Residential Conversion, and Residential in Office Zones Text Amendment, Fresno, CA



SONIA HO, MCRP

ASSISTANT PLANNER

PROFESSIONAL SUMMARY

Sonia Ho, MURP serves as an Assistant Planner at PCE. Sonia joined PCE in mid 2024 after receiving her graduate degree in Urban and Regional Planning from the University of California, Irvine. At PCE, Sonia assists with several private development entitlements and public sector planning projects, in addition to assisting the Planning Division team with preparing CEQA documents.

EDUCATION

University of California, Irvine,
Master of Urban and Regional
Planning, B.A., Urban Studies

EXPERIENCE

< 1 year (PCE: 6 months)

CONTACT

Precision Civil Engineering
1234 O Street
Fresno, CA 93721
sho@precisioneng.net
(559) 449-4500

AREAS OF EXPERTISE

- Planning Entitlement Review and Processing
- Environmental Analysis and Planning
- Research, Data Collection and Analysis

KEY PROJECTS

On-Call Planning and Environmental Services

- City of Atwater, On-Call Land Use and Environmental Planning
- City of Orange Cove, On-Call Engineering and Planning
- City of Porterville, On-Call Environmental Planning

Recent CEQA Experience

- Della Farms 160-Lot Residential Subdivision, ISMND, Porterville, CA
- City of Orange Cove Water System Improvement Project: Well Site B, ISMND, Orange Cove, CA
- Atwater Mini-Storage, CatEx, Atwater, CA

6. SUMMARY OF QUALIFICATIONS

A summary of PCE's Planning Division qualifications to provide on-call environmental services pursuant to CEQA to the City of Fresno is provided below.

1. **We are Local.** PCE was founded in Fresno in 2002. PCE's main office is in Downtown Fresno, where its Planning Division team members are based. With more than 22 years providing services to public agencies and private sector companies, we are intimately aware of the complex regulatory requirements, environmental challenges, and community priorities that shape planning and development in the Fresno region.
2. **We have Qualified and Available Staff.** PCE's Planning Division has staff ranging from entry-level to experienced Senior Planners, with many years of experience providing CEQA services for a variety of project times at varying complexities. PCE's staffing size allows for effective delegation of tasks to ensure a manageable workload across the team, which will aid in PCE's ability to provide environmental services to the City. We prioritize staying up to date with the latest CEQA regulations, environmental policies, and industry best practices, ensuring that our work reflects current standards and legal requirements.
3. **We have Fresno Experience.** PCE's Planning Division has prepared CEQA documents for a variety of City of Fresno projects, including both private sector and public sector projects. As a Fresno-based company, we bring the advantage of being embedded in the community, with first-hand knowledge of the region's environmental, cultural, and regulatory landscape. This local presence ensures we can respond quickly, collaborate seamlessly with city officials, and align our analysis and strategies with Fresno's specific goals and challenges.
4. **Understanding Unique Scope.** PCE understands that individual projects need to include different approaches, processes, and technical studies. Though PCE has extensive experience in our provided services, we understand the importance of including the City's and specific conditions to plan for a tailored and feasible scope of work to ensure that each project is carried out as needed.
5. **Ensure Quality and Ability to Meet Deadlines.** PCE has established a vigorous and extensive quality control program that is structured to ensure project timelines and budgets are met, as follows:
 - Documents, notices, and maps are reviewed by more than 1 staff to ensure that they are neat in appearance, well organized, and technically and grammatically correct before submission.
 - Public/City comments are reviewed before revisions are made and fully addressed. All comments would be recorded in memos or emails. All revisions to the main document will be recorded using the "Track Changes" function in Word documents.

7. RATE SHEET

PCE’s Hourly Rate Sheet including a fee breakdown by personnel to provide the services in accordance with the requirements of this RFQ is provided below.

Project/Planning Manager	\$215 / hour
Senior Planner	\$160 / hour
Senior Associate Planner	\$135 / hour
Associate Planner	\$120 / hour
Assistant Planner	\$105 / hour

8. OTHER INFORMATION

PCE regularly works with technical sub-consultants to conduct technical studies and provide technical reports for inclusion in CEQA documents. These firms are identified as follows.

- **Air Quality / Greenhouse Gas / Energy:** Johnson Johnson and Miller Air Quality Consulting is equipped to provide technically and legally defensible air quality, greenhouse gas, and energy analyses for residential, commercial, mixed-use, and industrial projects. JJM is skilled in CalEEMod, AERMOD, and EMFAC screening tools to estimate emissions and impacts. JJM also specializes in providing accessory air quality analyses to meet the compliance requirements Air District Rules.
- **Biological Resources / Wetlands:** Argonaut Ecological Consulting, Inc. has managed or assisted in the preparation of municipal, state, and federal environmental review documents, ranging from full EIRs to MNDs and exemptions. Argonaut's services include biological constraints analysis, due diligence, permitting strategy development, energy generation licensing, project management, siting studies, alternative analysis, biological studies and wetland delineations, permitting, CEQA review, public outreach, pre-construction surveys, SWPPP review, etc.
- **Cultural Resources:** Peak and Associates, Inc. offers archeological services and cultural resource expertise to public agencies and private concerns. Peak has the capability to carry out archeological and cultural resource projects in the fields of public archeology and cultural resource management. Services include intensive archeological and historical field surveys, research services, archeological monitoring, site-specific research for legal issues, building and structure recordation and evaluation, construction monitoring, data recovery, etc.
- **Hazards / Environmental Site Assessments:** RMA GeoScience provides geotechnical, geological, Phase I and II ESAs, and construction services to public agencies, land developers, and institutions for roads, highways, buildings, housing, and utility infrastructure. RMA specializes in geotechnical engineering, geological assessments of soils and topography, geo-environmental consulting, materials testing, and special inspection services.
- **Hydrology / Wastewater:** Akel Engineering Group has a combined experience of over 55 years in the area of infrastructure master planning. That experience encompasses over 300 system master planning and special study projects throughout California and the United States. Akel specializes in the development of individual as well as integrated master plans to include: water, wastewater, recycled water, and storm drainage. Services include modeling, monitoring, and master planning.
- **Noise / Vibration:** WJV Acoustics, Inc. offers services in environmental noise assessment and control and in architectural acoustics. Capabilities include a complete range of acoustical services, with emphasis on community and environmental noise issues and project compliance. WJVA utilizes state-of-the-art sound measurement and analysis equipment, with computer data management and modeling capabilities, to quantify noise. WJVA has prepared hundreds of acoustical analyses for CEQA over the past 30 years.
- **Transportation / VMT:** VRPA Technologies, Inc. offers comprehensive consulting services throughout California, specializing in transportation planning/modeling, circulation and traffic engineering analysis. VRPA's experience covers a broad range of traffic engineering and transportation planning specialties with extensive experience in the preparation of traffic forecasts for regional transportation plans, corridor studies, and traffic impact analyses and application of traffic forecasts in a variety of planning, operational, and design projects.

9. LEGAL DOCUMENTS

The Legal Documents required in this RFQ are provided in the Appendix.

- Statement of Acceptance of the Indemnification and Insurance Requirements
- Local Preference Certification

APPENDICES

- A. Work Samples
- B. Legal Documents

A. WORK SAMPLES

1. City of Fresno Development Code Text Amendment Application No. P24-00794
 - Available on CEQAnet: <https://ceqanet.opr.ca.gov/2024110662>
 - Full IS/MND available to the public: [link](#)
2. City of Fresno General Plan Amendment/Rezone Application No. P22-04389 and Development Permit Application No. P22-02376
 - Available on CEQAnet: <https://ceqanet.opr.ca.gov/2023060465>
 - Full IS/MND available to the public: [link](#)
3. City of Fresno Senior Center (P24-00678) and Affordable Housing Project (P24-00214)
 - Available on CEQAnet: <https://ceqanet.opr.ca.gov/2024101319>
 - Full IS/MND available to the public: [link](#)
4. City of Fresno Development Permit Application No. P23-00961
 - Available on CEQAnet: <https://ceqanet.opr.ca.gov/2024091183>
 - Notice of Exemption available to the public: [link](#)
5. City of Fresno Development Permit Application No. P21-06100
 - Available on CEQAnet: <https://ceqanet.opr.ca.gov/2022080501>
 - Full IS/MND available to the public: [link](#)

Work Sample 1 | City of Fresno Development Code Text Amendment Application No. P24-00794

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
November 2024

2 ENVIRONMENTAL CHECKLIST FORM

2.1 Project Title

City of Fresno Development Code Text Amendment Application No. P24-00794

2.2 Lead Agency Name and Address

City of Fresno
2600 Fresno Street
Fresno, CA 93721

2.3 Contact Person and Phone Number

Lead Agency

City of Fresno
Planning and Development Department
Attn: Sophia Pagoulatos
Planning Manager
(559) 621-8062

Applicant

City of Fresno
2600 Fresno Street
Fresno, CA 93721
(559) 621-8062

2.4 Study Prepared By

Precision Civil Engineering
1234 O Street
Fresno, CA 93721

2.5 Project Location

The Project is in the jurisdiction of the City of Fresno, Fresno County, California and contains approximately 13,560 parcels that altogether total approximately 6,440 acres ("Project Area") in the RM-1, RM-2, RM-3, O, NMX, CMX, RMX, CMS, and CR zoned parcels through the city of Fresno (Figure 2-1).

2.6 Latitude and Longitude

The centroid of the Project Area is 36.76673162122419, -119.76698105478725.

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
November 2024

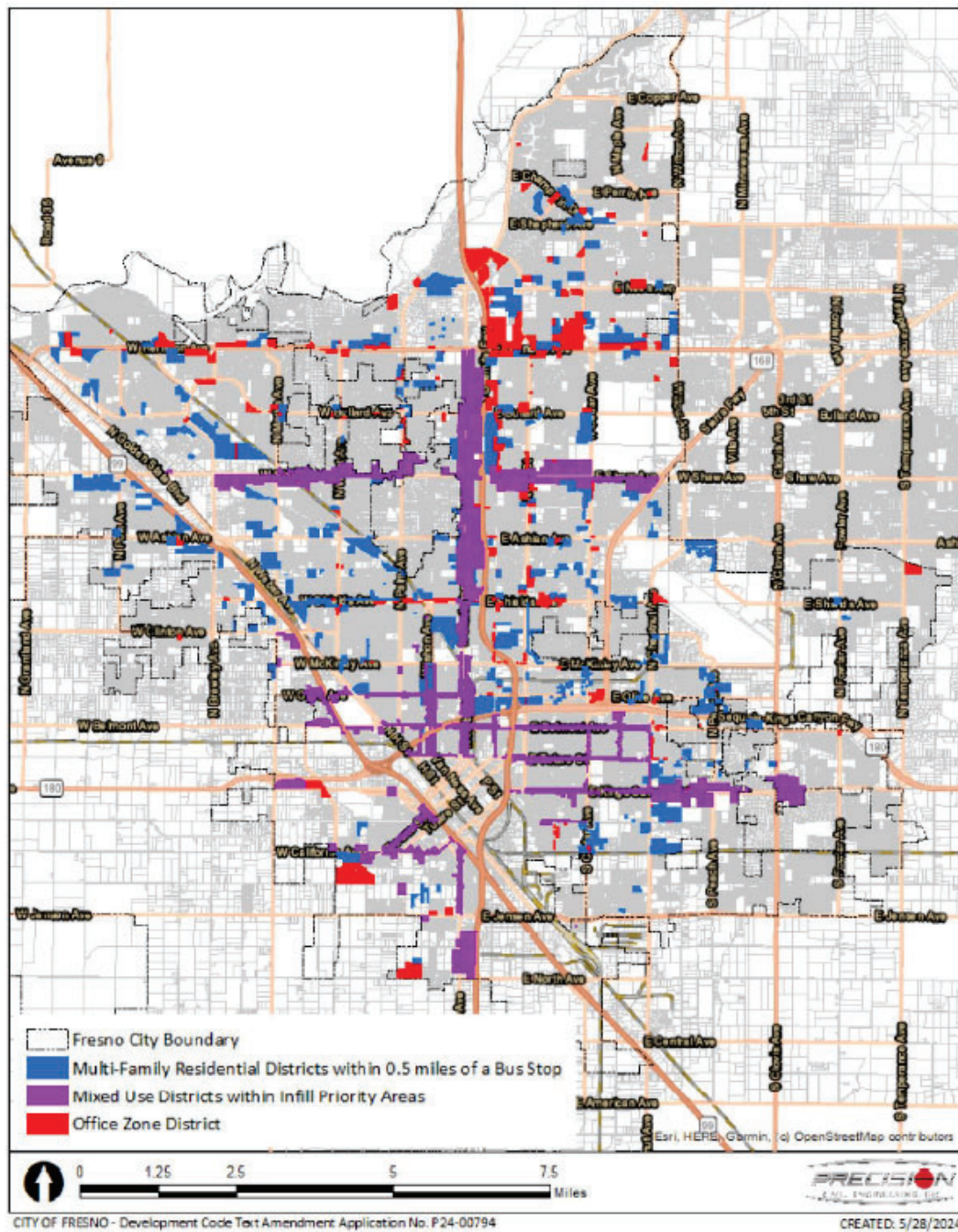


Figure 2-1 Project Location

2.7 General Plan Designations

The Project Area is within four (4) land use classifications, Residential, Commercial, Employment, and Mixed-Use, and nine (9) land use designations within these classifications: Residential – Medium High Density, Residential – Urban Neighborhood, Residential – High Density, Commercial – Main Street, Commercial – Regional, Employment – Office, Mixed-Use – Neighborhood, Mixed-Use – Corridor/Center, and Mixed-Use – Regional.

2.8 Zoning

The Project Area is within four (4) district types, Residential Multi-Family Districts (RM), Commercial Districts (C), Mixed-Use Districts (MX), and Employment Districts (E), and nine (9) zone districts within the base districts: RM-1 (Residential Multi-Family, Medium High Density), RM-2 (Residential Multi-Family, Urban Neighborhood), RM-3 (Residential Multi-Family, High Density), CMS (Commercial – Main Street), CR (Commercial – Regional), NMX (Neighborhood Mixed-Use), CMX (Corridor/Center Mixed-Use), RMX (Regional Mixed-Use), and O (Office) (Table 2-1).

Table 2-1 Zone Districts and Project Area		
Zone District	Parcels	Acres
RM-1	8,454	3,109.2
RM-2	713	609.6
RM-3	94	129.2
CMS	585	137.2
CR	178	589.2
NMX	1,924	817.4
CMX	2,561	1,498.7
RMX	488	827.0
O	1,368	1,373.0
Total	13,560	6,440

2.9 Description of Project

The City of Fresno, Planning and Development Department (Applicant) proposes Development Code Text Amendment No. P24-00794 that would amend the Fresno Municipal Code (FMC) to:

- 1) Allow ministerial approval of the proposed “office-to-dwelling conversion” residential use classification in the O zone district within existing buildings (“Office-to-Dwelling Conversions”);
- 2) Allow ministerial approval of multi-unit residential development in the RM-1, RM-2, and RM-3 zone districts on parcels that are within ¼ mile of an existing bus stop (“Housing Near Bus Stops”);
- 3) Allow ministerial approval for “multi-unit residential” uses in NMX, CMX, RMX, CMS, and CR zone districts on parcels within the City’s Infill Priority Area (“Infill Residential Development in Mixed Use Zones”); and
- 4) Allow ministerial approval of new standalone multi-unit residential development in the O zone district (“New Residential Development on Office Parcels”).

No development is currently proposed with this Text Amendment. The full text amendment, which is considered the “Project,” is attached as Appendix E.

2.9.1 Environmental Analysis Assumptions

Although no physical development is proposed by the Project, this Initial Study analyzes the potential buildout of the Project Area at a programmatic level, using reasonable assumptions so that future projects resulting from implementation of the Project may tier from this Initial Study pursuant to CEQA Guidelines *Section 15168(c)(1)* and *15168(d)* for evaluations of environmental issues associated with later activities/subsequent projects. However, depending on the final design of future physical development, additional project specific CEQA review may be required as determined by the City through the entitlement review and approval process.

According to the assumptions listed in the sub-sections below, the development capacity analyzed in the IS/MND includes:

- A reasonable build out of 2,692 units resulting from the conversion of gross floor area of office uses to residential uses in the O zone district over the next 30 years (Office-to-Dwelling Conversions).
- A reasonable build out of 5,525 units in RM-1, RM-2, and RM-3 zone districts within a ½ mile of an existing bus stop over the next 30 years (Housing Near Bus Stops).
- A reasonable build out of 12,032 units in CMS, CR, NMX, CMX, and RMX zone districts in the Infill Priority Area over the next 30 years (Infill Residential Development in Mixed Use Zones).
- A reasonable build out of 2,176 units in the O zone district (New Residential Development on Office Parcels).

Cumulatively, the Project could result in a reasonably foreseeable buildout of 22,425 units over the next 30 years. However, of the 22,425 units, **only 4,868 units or 162 units per year** (Office-to-Dwelling Conversions and New Residential Development on Office Parcels) account for additional capacity beyond what is currently permitted within the Fresno Municipal Code. This additional capacity is a result of adding “office-to-residential conversion” and “multi-unit residential development” as permitted residential use classifications in the O zone district, where residential development is currently not permitted. The remaining 17,557 units, comprising 5,525 units in the RM-1, RM-2, and RM-3 zone districts and 12,032 units in the CMS, CR, NMS, CMX, and RMX, are currently allowable uses consistent with the underlying zone district and General Plan land use designation.

Office-to-Dwelling Conversions

This Text Amendment would allow ministerial approval of the proposed “office-to-dwelling conversion” residential use classification on parcels in the O zone district that have an existing office use (“Project”). There are approximately 1,373 acres (1,368 parcels) zoned O in the City of Fresno. Approximately 45% (618 acres or 735 parcels) of parcels in the O zone district are developed with an existing office use (“Project Area”). These parcels are shown in **Figure 2-2**.

For the purposes of the environmental analysis, “office-to-dwelling conversion” means the conversion of existing office building(s) from commercial office use to a residential use. As defined by FMC Section 15-6704 (Commercial Use Classifications), an “office” use means offices of firms or organizations providing professional, executive, management, administrative or design services such as accounting, architectural, computer software design, engineering, graphic design, interior design, investment, insurance, and legal offices, excluding banks and savings and loan associations. This classification also includes offices where medical and dental services are provided by physicians, dentists, chiropractors, acupuncturists, optometrists, and similar medical professionals, including medical/dental laboratories within medical office buildings but excluding clinics or independent research laboratory

Work Sample 2 | City of Fresno General Plan Amendment/Rezone Application No. P22-04389 and Development Permit Application No. P22-02376

INITIAL STUDY / MITIGATED NEGATIVE DECLARATION
JUNE 2023



4.6.2 Impact Assessment

Would the project:

- a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact. The Project proposes the development of a 64-unit multi-family residential development. Energy would be consumed through Project construction and operations. Energy outputs for short-term construction and long-term operations were estimated using CalEEMod (Appendix A). Traffic impacts related to vehicle trips were considered through a Vehicle Miles Traveled (VMT) analysis contained in Section 4.17. Results are summarized as follows. Based on these data, the energy demand associated with the proposed Project would be less than one percent of Fresno County’s total demand (Criterion 1).

Table 4-5 Project Energy Consumption			
Energy Type ¹	Project Annual Energy Consumption	Fresno County Annual Energy Consumption	Project Percentage of County Consumption
Electricity ²	0.264 GWh	8,378 GWh	0.003
Natural Gas ²	873.409 MMBTu	31,889,051 MMBTu	0.003
Fuel (Operations) ³	6,870 gallons	532,000,000 gallons	<0.00001
Notes: 1. Pacific Gas and Electric Company (PG&E) would serve the site for both electricity and natural gas. 2. Energy consumption data for Fresno County is provided by the California Energy Commission, "Electricity Consumption by County" accessed on December 9, 2022, http://ecdms.energy.ca.gov/elecbycounty.aspx and "Gas Consumption by County" accessed on December 9, 2022, https://ecdms.energy.ca.gov/gasbycounty.aspx 3. Fuel consumption accounts for the 22.9 miles per gallon Average Fuel Efficiency of U.S. Light Duty Vehicles as estimated by the U.S. Department of Transportation, Bureau of Transportation Statistics, accessed on February 24, 2023, https://www.bts.gov/content/average-fuel-efficiency-us-light-duty-vehicles . County fuel consumption was obtained from EMFAC2021.			

Construction

The primary source of energy for construction activities include fuel consumption from construction vehicles and equipment. The Project would be constructed in one phase. Construction is expected to begin in April 2023 and conclude in May 2024, with operations beginning in June 2024. Construction vehicles and equipment would be used during construction activities including demolition of existing structures, typical site preparation, grading, paving, architectural coating, and trenching. Fuel energy consumed during construction would be temporary and would not represent a significant demand on energy resources. Energy conservation would occur through compliance with current emissions standards and fuel efficiencies including CARB regulations (Airborne Toxic Control Measure) and CCR Title 13, Motor Vehicles. Regulations limit idling and require efficient combustion systems that reduce unnecessary fuel consumption. Compliance with existing regulations would ensure that the short-term, temporary construction activities would not result in wasteful, inefficient, or unnecessary consumption of energy resources consistent with Criterion 4.

Operations

Operations would involve heating, cooling, equipment, and vehicle trips. Energy consumption related to operations would be associated with building energy demand and fuel consumption as described further below.



Overall, the Project shows significant reductions under the 2024 operational year scenario and year 2030 scenario as compared to BAU. The estimated reductions indicate that the Project would not inhibit progress toward achieving statewide GHG emissions targets. Therefore, the impact would be less than significant.

Further, the Project would not exceed the thresholds of significance for construction or operation emissions as discussed in **Section 4.3**. Cumulatively, these emissions would not generate a significant contribution to global climate change over the lifetime of the proposed Project. As such, it can be determined that the Project would not occur at a scale or scope with potential to contribute substantially or cumulatively to the generation of GHG emissions and therefore the impact would be less than significant.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than Significant Impact. The following analysis assesses the Project’s compliance with the applicable plans adopted for the purpose of reducing GHG emissions, including CARB’s 2022 Scoping Plan and the City of Fresno GHG Reduction Plan. Overall, impacts would be less than significant.

Consistency with the CARB 2022 Scoping Plan

The first approach recommended by CARB for determining whether a proposed residential development would align with the State’s climate goals is to examine whether the project includes key project attributes that reduce operational GHG emissions while simultaneously advancing fair housing. As stated in the 2022 Scoping Plan, residential projects that have all of the key attributes shown in **Table 4-9** are considered to be aligned with the State’s priority GHG reduction strategies and with the State’s climate and housing goals. As such, these projects would be considered to be consistent with the Scoping Plan and would result in a less significant impact under CEQA. However, lead agencies have the discretion under the Scoping Plan, with additional supporting evidence, that projects that incorporate some but not all of the key project attributes are consistent with the State’s climate goals. As discussed in **Table 4-9**, the Project would be consistent with all applicable key project attributes.

Table 4-9 Consistency with Key Residential Project Attributes that Reduce GHGs

Priority Areas	Key Project Attributes	Project Consistency
Transportation Electrification	Provides EV charging infrastructure that, at minimum, meets the most ambitious voluntary standard in the California Green Building Standards Code at the time of project approval.	Consistent. The Project consists of a multi-family residential development and proposes 124 parking stalls. Of the 124 parking stalls, 13 stalls would be “EV capable” accounting for 10% of the parking spaces in accordance with the 2022 California Green Building Standards Code, Title 24, Part 11. Therefore, the Project would provide EV capable parking spaces at 10% of the parking spaces in accordance with the 2022 California Green Building Standards Code, Title 24, Part 11 and would be consistent with this attribute.
VMT Reduction	Is located on infill sites that are surrounded by existing urban uses and reuses or redevelops previously	Consistent. Per Fresno General Plan Objective UF-12, infill development is defined as being within the City of



The Project would result in public street improvements along North Armstrong Avenue including concrete curb, gutter, sidewalk, and paving per City of Fresno Public Works Standards. The Project would be required to submit Public Improvement Plans for the required off-site improvements through the Building Permit process, for review and approval by the City to ensure improvements would be consistent with adopted City of Fresno Public Works Standards, Specifications, and the approved street plans. Through compliance, the Project would result in improvements to the roadway network consistent with the goals, objectives, and policies of the General Plan as shown on the Circulation Diagram (General Plan **Policy MT-1b**) and maintain a coordinated and well-integrated land use pattern, local circulation network, and transportation system (General Plan **Policy MT-1-d**).

Furthermore, as indicated by the Trip Generation Analysis, the anticipated trip generation would not exceed 40 peak hour trips which is significantly less than the TIS threshold of 100 or more peak hour trips. In addition, as discussed under criterion b) below, the Project is expected to yield an average of 9.5 VMT per capita which is within the City of Fresno's VMT threshold of 14.0 VMT per capita for residential land uses. Therefore, the existing roadway network could accommodate an acceptable peak hour vehicle LOS (General Plan **Policy MT-1-k** and **Policy MT-1-n**) and the Project would thereby result in the redevelopment of a site at an intensity that can be accommodated by transportation modes while avoiding excessive or incompatible traffic (General Plan **Policy MT-1-f**). Overall, the Project would be consistent with the General Plan and would not conflict with a program plan, ordinance, or policy addressing roadway facilities.

Pedestrian and Bicycle Facilities

There are no existing pedestrian facilities including sidewalks, trails, or paths adjacent to the Project site. There is an existing Class II, striped and marked bike lane and sidewalk on the east side of North Armstrong Avenue approximately 700 feet north of the site. There are no existing or planned transit facilities adjacent to or in proximity to the Project site as identified in the General Plan and by the Fresno Area Express. The nearest transit route to the Project site is Route 45, which is approximately one mile from the site off of Shields Avenue and Fowler Avenue.

The Project would result in public street improvements along North Armstrong Avenue including concrete curb, gutter, sidewalk, and paving per City of Fresno Public Works Standards. The Project also proposes a four-ft. wide concrete sidewalk for onsite pedestrian circulation in addition to bicycle parking for up to six bicycles. The proposed facilities would help achieve the ATP's goals by improving the safety and perceived safety of walking and bicycling, creating user-friendly facilities and thereby increasing walking and bicycling trips, improving the geographic equity of access to walking and bicycling facilities, and filling gaps in the walking and bicycling network.

Off-site improvements would be verified and ensured through the Building Permit process. Provision of the pedestrian and bicycle facilities would be ensured through the Building Permit process. Therefore, the Project would be consistent with the General Plan (**Policy MT-4-a**, **Policy MT-4-h**) and ATP and thereby would not conflict with a program, plan, ordinance, or policy addressing bicycle and pedestrian facilities.

Transit Facilities

There are no existing or planned transit facilities adjacent to or in proximity to the Project site as identified by the General Plan and by Fresno Area Express. The nearest transit route to the Project site is Route 45, which is approximately one mile from the site off of Shields Avenue and Fowler Avenue. Therefore, the Project would not conflict with a program, plan, ordinance, or policy addressing transit facilities.

Work Sample 3 | City of Fresno Senior Center (P24-00678) and Affordable Housing Project (P24-00214)

INITIAL STUDY / MITIGATED NEGATIVE DECLARATION
October 2024

4.4.1 Environmental Setting

The Project site is within city limits and is surrounded by urbanized land uses. The site has been previously developed with commercial uses.

U.S. Fish and Wildlife – Special-Status Species Database

The U.S. Fish and Wildlife Service (USFWS) operates an “Information for Planning and Consultation” (IPaC) database, which is a project planning tool for the environmental review process that provides general information on the location of special-status species that are “known” or “expected” to occur (**note:** the database does not provide occurrences; refer to the California Department of Fish and Wildlife – Natural Diversity Database below).⁴ Specifically, the database identifies 40 endangered species, 13 critical habitats, and 27 migratory birds that are potentially affected in Fresno County.⁵ The database identified 16 endangered species, no critical habitats, and 16 migratory birds in Fresno City.

U.S. Fish and Wildlife – Critical Habitat Report

Once a species is listed under the federal Endangered Species Act, NOAA Fisheries is required to determine whether there are areas that meet the definition of Critical Habitat. Per NOAA Fisheries, Critical Habitat is defined as:

- *Specific areas within the geographical area occupied by the species at the time of listing that contain physical or biological features essential to conservation of the species and that may require special management considerations or protection; and*
- *Specific areas outside the geographical area occupied by the species if the agency determines that the area itself is essential for conservation.*⁶

The process of Critical Habitat designation is complex and involves the consideration of scientific data, public and peer review, economic, national security, and other relevant impacts.

According to the Critical Habitat for Threatened & Endangered Species Report updated September 12, 2024, the Project area and its immediate vicinity (0.50-mile radius from the site) are not located within a federally designated Critical Habitat.⁷

⁴ U.S. Fish and Wildlife Service. Information and Planning Consultation Online System. Accessed on September 12, 2024, <https://ecos.fws.gov/ipac/>

⁵ U.S. Fish and Wildlife Service. Information and Planning Consultation Online System. Accessed on September 12, 2024, <https://ecos.fws.gov/ipac/>

⁶ NOAA Fisheries. Critical Habitat. Accessed on September 12, 2024, <https://www.fisheries.noaa.gov/national/endangered-species-conservation/critical-habitat#key-regulations>

⁷ U.S. Fish & Wildlife. (2021). ECOS Environmental Conservation Online System - USFWS Threatened & Endangered Species Active Critical Habitat Report (updated December 10, 2021). Accessed on September 12, 2024, <https://ecos.fws.gov/ecp/report/table/critical-habitat.html>

SdA: San Joaquin sandy loam, shallow, 0 to 3 percent slopes, moderately well drained, very high runoff, with no potential of flooding or ponding. The depth to water table is more than 80 inches. The SdA soils account for 100% of the Project site.

Strong Ground Shaking

The Fresno area is subject to low to moderate ground shaking. The Owens Valley Earthquake of 1872 and the Coalinga Earthquake of 1982 generated ground shaking of intensity VII of the 12-point Modified Mercalli Intensity (MMI) scale. Intensity VII earthquakes result in negligible damage to buildings, slight to moderate damage in well-built structures, considerable damage in poorly built or badly designed structures, and some broken chimneys.¹⁹ Development of the Project site would be required to conform to current seismic protection standards in the California Building Code (CBC), which are intended to minimize potential risks.

Liquefaction

Liquefaction is a seismic phenomenon in which loose, saturated, fine-grained granular soils behave similarly to a fluid when subjected to high-intensity ground shaking. The potential for liquefaction in the city of Fresno is low to moderate, per the Fresno County Multi-Hazard Mitigation Plan. There has been no observed liquefaction from any historic earthquake. Additionally, ground shaking, seismic settlement, and lateral spreading are not considered to be significant hazards due to the stable area soils as observed in the Geologic Hazards Investigation for the Fresno General Plan.

Erosion

Wind and flowing water are the primary agents of erosion in the San Joaquin Valley. Two (2) types of areas with moderate to high erosion potential are identified by the Fresno County Multi-Hazard Mitigation Plan: soils in the Sierra Nevada and foothills on slopes over 30 percent and soils in the western San Joaquin Valley and Coast Ranges. According to the Fresno General Plan, the city of Fresno is not susceptible to soil erosion except for land within 300 feet of the toe of the San Joaquin River bluffs. However, the Project site is not a bluff area and is therefore not subject to the potential for moderate to high erosion.

Ground Subsidence

Ground subsidence is the settling or sinking of surface soil deposits with little or no horizontal motion. Soils with high silt or clay content are subject to subsidence. While the County of Fresno identifies a significant hazard significance for subsidence due to heavy groundwater withdrawal, the city of Fresno is not known to be subject to subsidence hazards. Areas with potential for subsidence hazards are in western Fresno County over 25 miles southwest from the Project site, as mapped in the Fresno County Multi-Hazard Mitigation Plan.

¹⁹ US Geological Survey (USGS), 2017. The Modified Mercalli Intensity Scale, Accessed on September 12, 2024, <https://www.usgs.gov/programs/earthquake-hazards/modified-mercalli-intensity-scale>

Krazan and Associates, Inc. performed a Phase 1 ESA on the Project site (report dated July 16, 2024) (Appendix C). During this assessment, Krazan identified no evidence of recognized environmental conditions (RECs), controlled RECs (CRECs) or historical RECs (HRECs) in connection with the Project site as defined by ASTM E 1527-21. It should be noted that the Phase 1 ESA was conducted for the Project site and adjacent parcels; ATSM Non-Scope considerations contained in the Phase 1 ESA are only applicable to the parcel that contains existing structures. Prior to the demolition of the former grocery store, a pre-demolition asbestos and lead survey was conducted on September 16, 2022, and a lead-based paint inspection report was prepared (dated September 22, 2022). The building tested negative for asbestos and was found to contain lead in some amount, but the amount was under current Cal/OSHA regulations and considered non-trigger. An asbestos and lead survey was conducted for the parcel that contains existing structures (dated October 2, 2024), concluding the presence of asbestos and lead.

Fresno County Airport Land Use Compatibility Plan

The nearest public and public use airport is the Fresno Yosemite International Airport approximately ± 3.3-miles southeast of the Project site. The Fresno Yosemite International Airport is owned and operated by the City of Fresno and has one (1) runway that is 3,626 feet long and 75 feet wide. According to the Fresno County Airport Land Use Compatibility Plan (ALUCP), the 2017-2021 National Plan of Integrated Airport Systems classifies the Airport as a small hub primary facility, and the 2013 California Aviation System Plan considers it a primary small hub metropolitan airport.²⁷ The Project site is located within the Precision Approach Zone (PAZ) of the Airport Influence Area (AIA) of the Fresno Yosemite International Airport. The ALUCP has set “safety zone land use compatibility standards” that restrict the development of land uses that could pose hazards to the public or to vulnerable populations in case of an aircraft accident, as shown in Table 4-6.

Table 4-7 Safety Zone Land Use Compatibility Standards	
Zone	PAZ
Dwelling Units per Acre	No limit
Maximum Non-Residential Intensity	No limit
Required Open Land	0%
Prohibited Uses	Hazards to flight (i.e., physical (tall objects), visual, and electronic forms of interference with the safety of aircraft operations. Land use development, such as golf courses and certain types of crops that may cause the attraction of birds to increase is also prohibited).
Other Development Conditions	No object shall have a height that would penetrate the air-space protection surface of the airport. Any object that penetrates one of these surfaces is, by FAA definition, considered an obstruction. A proposed object having a height that exceeds the airport’s airspace protection surface shall be allowed only if, upon conclusion of the FAA’s 7460 review process, the FAA determines that the object would not be a hazard to air navigation.

²⁷ Fresno Council of Governments. (December 2023). Fresno County Airport Land Use Compatibility Plan. Accessed on September 12, 2024, <https://www.fresnocog.org/project/airport-land-use-commission-of-fresno-county/>

Table 4-10 City of Fresno General Plan Noise Level Standards - Transportation (Non-Aircraft) Noise Sources

Noise-Sensitive Land Use	Outdoor Activity Areas ¹	Interior Space	
	L _{dn} /CNEL, dB	L _{dn} /CNEL, dB	L _{eq} dB ²
Residential	65	45	-
Transient Lodging	65	45	-
Hospitals, Nursing Homes	65	45	-
Theaters, Auditoriums, Music Halls	-	-	35
Churches, Meeting Halls	65	-	45
Office Buildings	-	-	45
Schools, Libraries, Museums	-	-	45

¹ Where the location of the outdoor activity areas is unknown or is not applicable, the exterior noise level standard shall be applied to the property line of the receiving land use.

² As determined for a typical worst-case hour during periods of use.

Source: City of Fresno General Plan

The General Plan also establishes implementing policies related to new noise sensitive land uses (NS-1-a), new developments with potential impact due to existing noise-sensitive land uses (NS-1-i), and of significance threshold when determining an increase in noise levels over existing ambient noise levels (NS-1-j).

Implementation Policy NS-1-a Desirable and Generally Acceptable Exterior Noise Environment. Establish 65 dBA L_{dn} or CNEL as the standard for the desirable maximum average exterior noise levels for defined usable exterior areas of residential and noise-sensitive uses for noise, but designate 60 dBA L_{dn} or CNEL (measured at the property line) for noise generated by stationary sources impinging upon residential and noise-sensitive uses. Maintain 65 dBA L_{dn} or CNEL as the maximum average exterior noise levels for non-sensitive commercial land uses, and maintain 70 dBA L_{dn} or CNEL as maximum average exterior noise level for industrial land uses, both to be measured at the property line of parcels where noise is generated which may impinge on neighboring properties.

Implementation Policy NS-1-i Mitigation by New Development. Require an acoustical analysis where new development of industrial, commercial or other noise generating land uses (including transportation facilities such as roadways, railroads, and airports) may result in noise levels that exceed the noise level exposure criteria established by Table 4-10 and Table 4-11 to determine impacts, and require developers to mitigate these impacts in conformance with Tables 9-2 and 9-3 as a condition of permit approval through appropriate means.

Noise mitigation measures may include:

- The screening of noise sources such as parking and loading facilities, outdoor activities, and mechanical equipment;
- Providing increased setbacks for noise sources from adjacent dwellings;
- Installation of walls and landscaping that serve as noise buffers;
- Installation of soundproofing materials and double-glazed windows; and
- Regulating operations, such as hours of operation, including deliveries and trash pickup.

Alternative acoustical designs that achieve the prescribed noise level reduction may be approved by the City, provided a qualified Acoustical Consultant submits information demonstrating that the alternative designs will achieve and maintain the specific targets for outdoor activity areas and interior spaces. As a last resort, developers

Work Sample 4 | City of Fresno Development Permit Application No. P23-00961

CITY OF FRESNO CATEGORICAL EXEMPTION ENVIRONMENTAL ASSESSMENT FOR DEVELOPMENT PERMIT P23-00961

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES¹

PROJECT TITLE:	Development Permit P23-00961 ("Project" or "proposed Project")
APPLICANT:	GMA Engineering 7337 North First Street Suite #110 Fresno, CA, 93720 (559) 435-1411
PROJECT LOCATION:	The Project site is located in Fresno, California on the northeast corner of South Cherry Avenue and East Annadale Avenue at 2751 South Cherry Avenue, Fresno, CA 93706 (Figure 1 and Figure 2). The Project site consists of one (1) parcel that is approximately 2.32 acres in size. The site is identified by Fresno County Assessor as Assessor's Parcel Number (APN) 328-300-21.
GENERAL PLAN DESIGNATION:	The Project site has a planned land use designation of Heavy Industrial (Figure 3).
ZONING:	The Project site is within the IH – Heavy Industrial Zone District (Figure 4).
PROJECT DESCRIPTION:	The Applicant proposes the development of a truck parking facility (Project) pertaining to the property located on the northeast corner of South Cherry Avenue and East Annadale Avenue at 2751 South Cherry Avenue, Fresno, CA 93706. The Project site consists of one (1) parcel that is approximately 2.32 acres in size. The Project site has a planned land use designation of Heavy Industrial and is within the IH – Heavy Industrial Zone District. The Project site is currently vacant with off-site improvements along South Cherry Avenue and East Annadale Avenue, including curb, gutter, sidewalk, and streetlights. No vegetation or water features exist on site. See Figure 5 for the aerial image of the site. The Project includes the installation of four (4) 720-square foot (sf.) mobile office trailers, 37 truck parking stalls, 10 automobile parking

¹ Public Resources Code 210000-21189 and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387 available from <http://leginfo.ca.gov> and <http://ccr.oal.ca.gov>

This project is exempt under Section 15332/Class 32 of the California Environmental Quality Act (CEQA) Guidelines.

Under Section 15332/Class 32, the Project is exempt from CEQA requirements. Section 15332/Class 32 consists of projects characterized as in-fill development meeting conditions described below.

- a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- c) The project site has no value as habitat for endangered, rare, or threatened species.
- d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- e) The site can be adequately served by all required utilities and public services.

The following is an analysis of how the Project meets all conditions required to be exempt under Section 15332/Class 32 of the CEQA Guidelines.

- a) **The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.** According to the Fresno General Plan, the Project site has a planned land use designation of Heavy Industrial. The Heavy Industrial land use designation “accommodates the broadest range of industrial uses including manufacturing, assembly, wholesaling, distribution, and storage activities that are essential to the development of a balanced economic base. Small-scale commercial services and ancillary office uses are also permitted.” The proposed use, mobile office trailers and truck parking for trucking companies, is consistent with this land use designation. In addition, as shown in **Table 1** below, the Project is generally consistent with the applicable General Plan policies for heavy industrial development.

Table 1. Project Consistency with Applicable General Plan Policies

<i>Objective LU-7 Plan and support industrial development to promote job growth.</i>	
Implementing Policies	Project Consistency
LU-7-c. Efficiency of Industrial Uses. Promote industrial land use clusters to maximize the operational efficiency of similar activities.	Consistent. The Project site is located in an area primarily surrounded by existing industrial uses, including manufacturing, trucking, and contractor services.
LU-7-d. Industrial Waste. Establish appropriate development standards and review procedures in the Development Code for industrial waste recycling operations and waste transfer stations.	Consistent. While this policy is not project-specific, the proposed Project is subject to compliance with the Development Code for industrial waste recycling operations and waste transfer stations.
LU-7-e. Shared Parking for Industrial Uses. Promote use of shared surface parking and other arrangements necessary to meet	Consistent. The Project proposes 10 automobile parking spaces for the proposed office spaces and bicycling parking within the buildings. As such, the

is located approximately 2.4 miles northwest of the site. The Project's proximity to an existing station would support adequate service ratios, response times, and other performance objectives for police protection services. In addition, the Project would be reviewed and conditioned by the FPD for requirements related to crime protection. Lastly, future development would be subject to the Police Facilities Fee for construction and acquisition costs for improvements to police department facilities. For these reasons, it can be determined that the Project would not result in the need for new or altered facilities and as a result, a less than significant impact would occur.

- c. Schools. The Project proposes industrial use and would therefore not result in an increase in the area population. Thus, because of the nature of the Project, there would be no increased demand for schools as a result of the Project. Further, the Project is subject to applicable School Impact Fees to mitigate any impacts. For these reasons, it can be determined that the Project would not result in the need for new or altered facilities and as a result, no impact would occur as a result of the Project. r
- d. Parks. Park and recreational facilities are typically impacted by an increase in use from proposed residential development. The Project proposes industrial use and would not result in a net increase in the area population. Thus, because of the nature of the Project, there would be no increased demand for recreational facilities because of the Project that would impact the City's service standard. Therefore, no impact would occur as a result of the Project.

Based on the analysis contained above, none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, *Section 15300.2* apply to this Project as analyzed in the following:

- a) *Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, Class 3 is considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.*

Classes 3 (New Construction or Conversion of Small Structures), 4 (Minor Alterations to Land), 5 (Minor Alterations in Land Use Limitations), 6 (Information Collection), and 11 (Accessory Structures) are not applicable to the proposed Project, therefore such location considerations are not applicable.

- b) *Cumulative Impact. All exemptions for this class are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant. ("Cumulative Impact" is defined as the condition under which "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts," pursuant to CEQA Guidelines Section 15355)*

The Project proposes a use that is consistent with and permitted by the Fresno General Plan and FMC. Adherence to the applicable policies and regulations would ensure that implementation of successive projects of the same type in the same place, over time would not constitute a significant, cumulative impact.

Work Sample 5 | City of Fresno Development Permit Application No. P21-06100

Mitigation Measure Monitoring Checklist for California Natural Color Tank and Silo Farm Project
June 2022

INCORPORATING MEASURES FROM THE PROGRAM ENVIRONMENTAL IMPACT REPORT (PEIR) CERTIFIED FOR THE CITY OF FRESNO GENERAL PLAN UPDATE (SCH No. 2012111015)

This mitigation monitoring and reporting checklist was prepared pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15097 and Section 21081.6 of the Public Resources Code (PRC). The timing of implementing each mitigation measure is identified in the checklist, as well as identifies the entity responsible for verifying that the mitigation measures applied to a project are performed. Project applicants are responsible for providing evidence that mitigation measures are implemented. As lead agency, the City of Fresno is responsible for verifying that mitigation is performed/completed.

Mitigation Measures		Timing of Verification	Compliance Verified By	Verification of Completion
				Date
				Initials
Aesthetics				
AES-1: Lighting for Street and Parking Areas. Lighting systems for street and parking areas shall include shields to direct light to the roadway surfaces and parking areas. Vertical shields on the light fixtures shall also be used to direct light away from adjacent light sensitive land uses such as residences. (PEIR Mitigation Measure AES-4.1)		Lighting systems to be confirmed during plan check, prior to issuance of building permits	Public Works Department (PW) and Planning and Development Department	
Verification comments:				
AES-2: Lighting for Non-Residential Uses. Lighting systems for non-residential uses, not including public facilities, shall provide shields on the light fixtures and orient the lighting system away from adjacent properties. Low intensity light fixtures shall also be used if excessive spillover light onto adjacent properties will occur. (PEIR Mitigation Measure AES-4.3)		Lighting systems to be confirmed during plan check, prior to issuance of building permits	PW and Planning and Development Department	
Verification comments:				
AES-3: Use of Non-Reflective Materials. Materials used on building facades shall be non-reflective. (PEIR Mitigation Measure AES-4.5)		Lighting systems to be confirmed during plan check, prior to issuance of building permits	PW and Planning and Development Department	
Verification comments:				
Cultural Resources				
CUL-1: If previously unknown resources are encountered before or during grading activities, construction shall stop in the immediate vicinity of the find		Planning and Development	Planning and Development	

Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613
For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH #

Project Title: California Natural Color Tank and Silo Farm Project (Development Permit Application No. P21-06100)

Lead Agency: City of Fresno, Planning & Development Department

Contact Person: Thomas Veatch, Planner

Mailing Address: 2800 Fresno Street

Phone: (559) 621-8076

City: Fresno

Zip: 93721

County: Fresno

Project Location: County: Fresno

City/Nearest Community: Fresno

Cross Streets: North Clovis Avenue and East Olive Avenue

Zip Code:

Longitude/Latitude (degrees, minutes and seconds): 36 ° 45 ' 32.7 " N / 119 ° 41 ' 58.9 " W Total Acres: 8.68 acres (portion)

Assessor's Parcel No.: 310-070-49S, 57S

Section: 33

Twp.: 13S

Range: 21E

Base: MDB & M

Within 2 Miles: State Hwy #: 180

Waterways: Mill Ditch

Airports: Fresno Yosemite International

Railways: Southern Pacific

Schools: Fresno Adventist Academy (FUSD)

Document Type:

CEQA: ☐ NOP

☐ Draft EIR

NEPA: ☐ NOI

Other: ☐ Joint Document

☐ Early Cons

☐ Supplement/Subsequent EIR

☐ EA

☐ Final Document

☐ Neg Dec

(Prior SCH No.)

☐ Draft EIS

☐ Other:

☒ Mit Neg Dec

Other:

☐ FONSI

Local Action Type:

☐ General Plan Update

☐ Specific Plan

☐ Rezone

☐ Annexation

☐ General Plan Amendment

☐ Master Plan

☐ Prezone

☐ Redevelopment

☐ General Plan Element

☐ Planned Unit Development

☐ Use Permit

☐ Coastal Permit

☐ Community Plan

☐ Site Plan

☐ Land Division (Subdivision, etc.)

☒ Other: Development Permit

Development Type:

☐ Residential: Units

Acres

☐ Office: Sq.ft.

Acres

Employees

☐ Commercial: Sq.ft.

Acres

Employees

☐ Industrial: Sq.ft.

Acres

Employees

☐ Educational:

☐ Recreational:

☐ Water Facilities: Type

MGD

☐ Transportation: Type

☐ Mining: Mineral

☐ Power: Type

MW

☐ Waste Treatment: Type

MGD

☐ Hazardous Waste: Type

☒ Other: Tanks and Silos

Project Issues Discussed in Document:

☒ Aesthetic/Visual

☐ Fiscal

☒ Recreation/Parks

☐ Vegetation

☒ Agricultural Land

☐ Flood Plain/Flooding

☒ Schools/Universities

☒ Water Quality

☒ Air Quality

☒ Forest Land/Fire Hazard

☐ Septic Systems

☒ Water Supply/Groundwater

☒ Archeological/Historical

☒ Geologic/Seismic

☒ Sewer Capacity

☒ Wetland/Riparian

☒ Biological Resources

☒ Minerals

☒ Soil Erosion/Compaction/Grading

☒ Growth Inducement

☐ Coastal Zone

☒ Noise

☒ Solid Waste

☒ Land Use

☐ Drainage/Absorption

☒ Population/Housing Balance

☒ Toxic/Hazardous

☒ Cumulative Effects

☐ Economic/Jobs

☒ Public Services/Facilities

☒ Traffic/Circulation

☐ Other:

Present Land Use/Zoning/General Plan Designation:

E&J Gallo & California Natural Color / IH - Heavy Industrial / Employment - Heavy Industrial

Project Description: (please use a separate page if necessary)

The California Natural Color Tank and Silo Farm Project ("Project") includes a Development Permit Application No. P21-06100 to facilitate the installation of five (5) 28-foot diameter tanks, ten (10) 27-foot diameter silos, and one (1) dryer on rectangular mat foundations, accounting for approximately 40,403 sf. of the site. The Project would serve as an expansion of the E & J Gallo Winery operations located on the northeast corner of North Clovis Avenue and East Olive Avenue at 5631 East Olive Avenue, Fresno, CA 93727. California Natural Color is a subsidiary of E & J Gallo Winery that produces juice concentrates, liquid and dried colors, and extracts from pomace and grape seeds for the food and beverage, confectionary, and nutraceutical industries.

Note: The State Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g. Notice of Preparation or previous draft document) please fill in.

Revised 2010

Print From

Summary Form for Electronic Document Submittal

Form F

Lead agencies may include 15 hardcopies of this document when submitting electronic copies of Environmental Impact Reports, Negative Declarations, Mitigated Negative Declarations, or Notices of Preparation to the State Clearinghouse (SCH). The SCH also accepts other summaries, such as EIR Executive Summaries prepared pursuant to CEQA Guidelines Section 15123. Please include one copy of the Notice of Completion Form (NOC) with your submission and attach the summary to each electronic copy of the document.

SCH #:

Project Title: California Natural Color Tank and Silo Farm Project (Development Permit Application No. P21-06100)

Lead Agency: City of Fresno, Planning & Development Department

Contact Name: Thomas Veatch, Planner

Email: thomas.veatch@fresno.gov

Phone Number: (559) 621-8076

Project Location: Fresno (City), Fresno (County)

City

County

Project Description (Proposed actions, location, and/or consequences).

The California Natural Color Tank and Silo Farm Project ("Project") includes a Development Permit Application No. P21-06100 to facilitate the installation of five (5) 28-foot diameter tanks, ten (10) 27-foot diameter silos, and one (1) dryer on rectangular mat foundations, accounting for approximately 40,403 sf. of the site. The Project would serve as an expansion of the E & J Gallo Winery operations located on the northeast corner of North Clovis Avenue and East Olive Avenue at 5631 East Olive Avenue, Fresno, CA 93727. California Natural Color is a subsidiary of E & J Gallo Winery that produces juice concentrates, liquid and dried colors, and extracts from pomace and grape seeds for the food and beverage, confectionary, and nutraceutical industries.

Identify the project's significant or potentially significant effects and briefly describe any proposed mitigation measures that would reduce or avoid that effect.

AES-1: Lighting for Street and Parking Areas.

AES-2: Lighting for Non-Residential Uses.

AES-3: Use of Non-Reflective Materials.

CUL-1: Encountering of Previously Unknown Resources.

CUL-2: Unearthing of Human Remains.

GEO-1: Unique Paleontological/Geological Resources.

Noise: Construction Vibration.

Revised September 2011

B. LEGAL DOCUMENTS



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

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

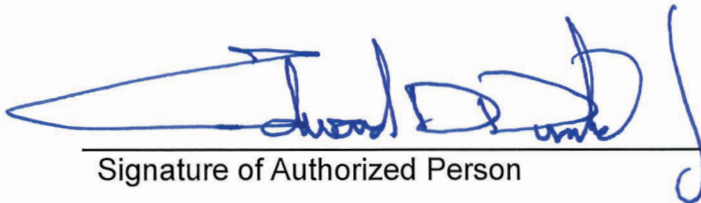
BID FILE NO. 12501022

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

EDWARD D DUNKEL JR
Type or Print Name of Authorized Person

Respondent's Name: Precision Civil Engineering
(Submit with Proposal, if applicable)

CERTIFICATION FOR LOCAL PREFERENCE

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

BID FILE NO. 12501022

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109(b)(1).

Primary Office ☒
Branch Office (NO PO Box) ☐
(mark as applicable)

Location of Business

Address: 1234 O Street
Fresno, CA 93721

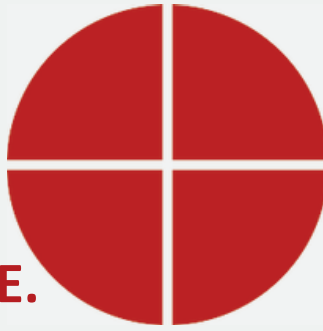
Phone: (559) 449-4500

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

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

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

**PROVEN
EXPERTISE.**



Edward Dunkel, Jr., CEO & President

Tel: (559) 449-4500 | Fax: (559) 449-4515

Email: edunkel@precisioneng.net

Location: 1234 O Street, Fresno, CA 93721



REQUEST FOR ADDITIONAL INFORMATION

City of Fresno On-Call Environmental Services Pursuant to CEQA

BID FILE NO. 12501022

January 15, 2025

Submitted By:

Precision Civil Engineering
1234 O Street
Fresno, CA 93721



TIMEFRAME AND COSTS FOR CEQA DOCUMENTS

PCE's estimated timeframe and cost breakdown for environmental documents are provided below. Based on a review of the CEQA jobs we've completed in the past 5 years, over 90% of our projects fall within the cost and timeframe ranges identified below.

CEQA Document Type	Typical Timeframes*	Employee Position	Hourly Rate	Est. Hours	Est. Total Cost Per Activity (Technical Studies Excluded)	
					Sub-Total	Total
Consultation, Notices, Filings	2 weeks - 3 months**	Project Manager	\$ 215	0	\$ -	\$ 1,900
		Senior Planner	\$ 160	4	\$ 640	
		Senior Associate Planner	\$ 135	0	\$ -	
		Associate Planner	\$ 120	0	\$ -	
		Assistant Planner	\$ 105	12	\$ 1,260	
Exemptions and Addenda	1-2 months	Project Manager	\$ 215	4	\$ 860	\$ 6,905
		Senior Planner	\$ 160	6	\$ 960	
		Senior Associate Planner	\$ 135	12	\$ 1,620	
		Associate Planner	\$ 120	14	\$ 1,680	
		Assistant Planner	\$ 105	17	\$ 1,785	
Initial Studies and NDs/MNDs	4-6 months***	Project Manager	\$ 215	8	\$ 1,720	\$ 17,120
		Senior Planner	\$ 160	10	\$ 1,600	
		Senior Associate Planner	\$ 135	20	\$ 2,700	
		Associate Planner	\$ 120	40	\$ 4,800	
		Assistant Planner	\$ 105	60	\$ 6,300	
Environmental Impact Reports	12-18 months***	Project Manager	\$ 215	40	\$ 8,600	\$ 55,500
		Senior Planner	\$ 160	100	\$ 16,000	
		Senior Associate Planner	\$ 135	80	\$ 10,800	
		Associate Planner	\$ 120	80	\$ 9,600	
		Assistant Planner	\$ 105	100	\$ 10,500	
Technical Studies	1-4 months	Technical Study	Est. Total Cost Per Study****			
		Air Quality/GHG/Energy	\$6,500 - \$12,500			
		Biological Resources	\$5,500 - \$13,500			
		Cultural Resources	\$6,000 - \$15,000			
		Noise Assessment	\$6,500 - \$12,500			
		Phase I ESA	\$1,500 - \$4,500			
		VMT Analysis	\$4,000 - \$10,000			
		Traffic Impact Analysis	\$20,000 - \$65,000			
		Water Supply Assessment	\$13,000 - \$25,000			

*Timeframe dependent upon receiving all required project documents, data, comments, technical studies, etc.

** Up to two weeks for NOP, NOI, NOA, NOC, NOD; EIR Scoping Meetings within 30-Day Review Period; Tribal Consultation Period between 30 and 90 days

***Assumes technical studies and consultation to occur concurrently with drafting of the CEQA document, to the extent possible

****Cost and timing depends on project scope and complexity

**PROVEN
EXPERTISE.**



Edward Dunkel, Jr., CEO & President
Tel: (559) 449-4500 | Fax: (559) 449-4515
Email: edunkel@precisioneng.net
Location: 1234 O Street, Fresno, CA 93721



A0596525



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 2 1 2003



Kevin Shelley
Secretary of State

2460874

ARTICLES OF INCORPORATION

OF

PRECISION CIVIL ENGINEERING, INC

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUL 29 2002

BILL JONES, Secretary of State

The undersigned, being a natural person of full age and acting as the incorporator for the purpose of forming the business corporation hereinafter named pursuant to the provisions of the Corporations Code of the State of California, does hereby adopt the following articles of incorporation.

FIRST: The name of the corporation (hereinafter referred to as the "corporation") is Precision Civil Engineering, Inc.

SECOND: The existence of the corporation is perpetual.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

FOURTH: The name and the complete business or residence address within the State of California of the corporation's initial agent for service of process within the State of California in accordance with the provisions of subdivision (b) of Section 1502 of the Corporations Code of the State of California are as follows:

<u>Name</u>	<u>Address</u>
Edward D. Dunkel, Jr.	10934 E. Kings Canyon Road Sanger, CA 93657

FIFTH: The total number of shares which the corporation is authorized to issue is 1,500, all of which are of one class and of a par value of \$.00, and all of which are Common shares.

The Board of Directors of the corporation may issue any or all of the aforesaid authorized shares of the corporation from time to time for such consideration as it shall determine and may determine from time to time the amount of such consideration, if any, to be credited to paid-in surplus.

SIXTH: This corporation is a CLOSE CORPORATION. All of the corporation's issued shares of stock, of all classes, shall be held of record by not more than 35 persons.

Signed on July 29, 2002



Mark Riggendach, Incorporator



A0596525

**RESTATED ARTICLES OF INCORPORATION
OF
PRECISION CIVIL ENGINEERING, INC.,
A California Corporation**

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

MAY 12 2003

KEVIN SHELLEY
Secretary of State

EDWARD D. DUNKEL, JR. certifies that:

1. He is the President and Secretary of PRECISION CIVIL ENGINEERING, INC., a California corporation.

2. The Articles of Incorporation of this Corporation are amended and restated to read as follows:

ONE: The name of this corporation is PRECISION CIVIL ENGINEERING, INC.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: This corporation is authorized to issue only one (1) class of shares of stock; and the total number of shares which this corporation is authorized to issue is one thousand five hundred (1,500).

FOUR: The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

FIVE: This corporation is authorized to indemnify the directors and officers of this corporation to the fullest extent permissible under California law.

3. The foregoing amendment and restatement of the Articles of Incorporation of this Corporation has been duly approved by the Board of Directors of this Corporation.

4. The Corporation has issued no shares.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: May 7, 2003.


Edward D. Dunkel, Jr., President and
Secretary

