

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

THIS AGREEMENT is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (CITY), and Quad Knopf, Inc. dba QK (CONSULTANT).

**RECITALS**

WHEREAS, CITY desires to obtain professional environmental impact report services for Proposed Regulation and Permitting of Commercial Cannabis Activities (Project); and

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

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

WHEREAS, this Agreement will be administered for CITY by its Development and Resource Management 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. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through December 31, 2019, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT's compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000), paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

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

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

#### 4. Termination, Remedies and Force Majeure.

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

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

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

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

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

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

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

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

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

operate as a release of CONSULTANT or any subcontractors from said professional standards.

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without



limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

9. Conflict of Interest and Non-Solicitation.

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

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

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board,

committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

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

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

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

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

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

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

11. General Terms.

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

(b) Records of CONSULTANT's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY

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

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

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

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

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

CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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

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

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

13. Independent Contractor.

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

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

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY



employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

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

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

16. Assignment.

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

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

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

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

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another

jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

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

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

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

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

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

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

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

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

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

[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.

CITY OF FRESNO,  
a California municipal corporation

QUAD KNOFF, INC. dba QK

By: \_\_\_\_\_  
Jennifer K. Clark  
Director

By: Ronald J. Wathen

Name: Ronald J. Wathen, PE

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

ATTEST:  
YVONNE SPENCE, MMC  
City Clerk

By: Janel Freeman

Name: Janel Freeman

By: \_\_\_\_\_  
Deputy

Title: Chief Financial Officer  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

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

Any Applicable Professional License:  
Number: \_\_\_\_\_

By: \_\_\_\_\_  
Summer Cecil  
Management Analyst II

Name: \_\_\_\_\_

Date of Issuance: \_\_\_\_\_

Addresses:

CITY:  
City of Fresno  
Attention: Summer Cecil,  
Management Analyst II  
2600 Fresno Street, Suite 3065  
Fresno, CA 93721  
Phone: (559) 621-8166  
FAX: (559) 498-1026

CONSULTANT:  
Quad Knopf, Inc.  
Attention: Christopher Mynk,  
Project Manager  
601 Pollasky Avenue, Suite 301  
Clovis, CA 93612  
Phone: (559) 449-2400  
FAX: n/a

Attachments:

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

**EXHIBIT A**

**SCOPE OF SERVICES**

**Consultant Service Agreement between City of Fresno (City)  
and QK, Inc. (Consultant)**

Proposed Regulation and Permitting of Commercial Cannabis Activities

See attached.



## SCHEDULE OF FEES AND EXPENSES

See attached.

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### Consultant Service Agreement between City of Fresno (CITY) and QK, Inc. (CONSULTANT)

#### Proposed Regulation and Permitting of Commercial Cannabis Activities

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

#### MINIMUM LIMITS OF INSURANCE

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

#### 1. COMMERCIAL GENERAL LIABILITY:

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

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
- 2. **COMMERCIAL AUTOMOBILE LIABILITY:**  
\$1,000,000 per accident for bodily injury and property damage.
- 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
- 4. **EMPLOYER'S LIABILITY:**
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.
- 5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
  - (i) \$1,000,000 per claim/occurrence; and,
  - (ii) \$2,000,000 policy aggregate.

**UMBRELLA OR EXCESS INSURANCE**

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

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

**OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

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

- 1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by

use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

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

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty



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

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.

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

**SUBCONTRACTORS** - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, 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, CONSULTANT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

### **VERIFICATION OF COVERAGE**

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

**EXHIBIT C**


**DISCLOSURE OF CONFLICT OF INTEREST**

Proposed Regulation and Permitting of Commercial Cannabis Activities

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

Explanation: Quad Knopf works for  
developers and other clients who do  
business with the City of Fresno.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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Additional page(s) attached.

  
 \_\_\_\_\_  
 Signature  
5/6/2019  
 \_\_\_\_\_  
 Date  
Janel Freeman  
 \_\_\_\_\_  
 (name)  
Quad Knopf, Inc. dba QK  
 \_\_\_\_\_  
 (company)  
901 East Main Street  
 \_\_\_\_\_  
 (address)  
Visalia, CA 93292  
 \_\_\_\_\_  
 (city state zip)



## CITY OF FRESNO

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### **Proposal**

Consultant Services for an Environmental Impact Report Evaluating the Proposed Regulation and Permitting of Commercial Cannabis Activities



Great Communities. Healthy Environments. By Design.





March 4, 2019

Israel Trejo, Planner III  
City of Fresno  
Development and Resource Management Office  
Room 3043  
Fresno, CA 93721

**Subject: Request for Proposals for an Environmental Impact Report Evaluating the Proposed Regulation and Permitting of Commercial Cannabis Activities**

Mr. Trejo:

Developing an Environmental Impact Report that evaluates the proposed regulation and permitting of commercial cannabis activities is a bold step for the City of Fresno. As planning professionals, City staff, and council members proceed with navigating the murky waters of the 2016 voter-approved Proposition 64, QK continues to perform the due-diligence steps that preclude any related activities.

EIRs provide the fullest extent of environmental evaluation under the California Environmental Quality Act (CEQA) and QK provides cities with the most defensible documentation. **As experienced CEQA practitioners and seasoned Land Use Planners, the team at QK is energized by the challenges and opportunities that the City of Fresno's Cannabis Ordinance presents.** Our goal for the City of Fresno, as always, is to produce well written, authenticated, defensible documentation that can withstand public scrutiny and if necessary, legal challenge.

**QK wants to help** with this important endeavor and if selected, Christopher Mynk, AICP and Annalisa Perea, AICP, LEED AP-ND will act as Project Manager and Assistant Project Manager. Both Mr. Mynk and Ms. Perea are well trained and have many years of **experience in navigating complex projects through CEQA and the environmental compliance process.** Along with the QK planning group and teaming partners Insight Environmental, VRPA Technologies, Applied Earthworks, and WJV Acoustics, our combined strengths will provide the City with a wealth of local and regional environmental planning expertise that will be seamlessly integrated with the knowledge and expertise of City staff and community stakeholders. Our team has extensive, real world experience working within the Central Valley. We have provided environmental planning services, including writing **304 EIRs since 1997**, to numerous cities, counties, school districts, renewable energy providers, and petroleum companies.

We have a long-standing relationship working with public entities. The words of our mission statement: *"To be an indispensable partner to our clients, communities, and each other"* is more than a catch phrase; it is the key factor in our relationship with the City.

If you have any questions regarding our proposal, please call Christopher B. Mynk, AICP at **(559) 449-2400**. We are confident the QK team is the best, most experienced Central Valley environmental planning firm, and we are ready to deliver this valuable service to the City of Fresno.

With appreciation,

Christopher B. Mynk, AICP  
Principal Planner/Project Manager

Amber Adams  
Principal-in-Charge/Vice President of Business & Operations

P190107



# **| Proposal**

## **CITY OF FRESNO**

Consultant Services for an Environmental Impact Report Evaluating  
Proposed Regulation and Permitting of Commercial Cannabis Activities.

City of Fresno  
Development and Resource Management Department  
Attn: Israel Trejo, Planner III  
2600 Fresno Street, Room 3043  
Fresno, CA 93721  
Israel.Trejo@fresno.gov



601 Pollasky Avenue, Suite 301  
Clovis, California 93612  
(559) 449-2400

**March 4, 2019**  
P190107

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- Appendix A - Key Team Member Resumes
- Appendix B - Required Forms

# Proposal – City of Fresno

## Consultant Services for an Environmental Impact Report Evaluating the Proposed Regulation and Permitting of Commercial Cannabis Activities



### Firm Experience

Since 1972, Quad Knopf, Inc. (dba QK) has successfully partnered with public and private sector clients in the central Valley to provide efficient solutions that meet their specific project needs by assisting them in compliance with the many federal, State, and local agency requirements that affect every project. QK has a diverse staff of more than 120 employees in five California offices – Bakersfield, Porterville, Visalia (our corporate headquarters), Clovis and Merced. These talented staff members possess a diverse range of specialized technical skills that enable us to readily respond to our clients' multi-disciplinary concerns with our own in-house experts.

QK can provide a qualified environmental planning team of experienced **CEQA practitioners** to support the City of Fresno's needs for this project. With more than four decades of experience, QK has provided planning and environmental compliance support services, **as well as cannabis support services**, to a number of municipal clients and private developers. QK's CEQA practitioners have a wide range of project experience from simple straightforward projects to those that are **extremely complex and even controversial**. It's our success with the latter that has proven QK to be the Valley's leader in environmental planning as we continue to provide our clients with sound guidance, and defensible documents.

We have a solid understanding of the technical requirements required to provide environmental services to the **City of Fresno**. When contracted to provide CEQA compliance services, our clients also gain access to QK's other professional and technical staff.

QK has successfully provided **planning and environmental compliance** support services, as well as **cannabis support services**, to a number of municipal clients.

#### QK provides:

- **More than 45 years of focused experience** throughout California
- Personnel with **experience working with** all types of **government agencies**
- **Professionally certified Planners- 6 planners with AICP credentials**
- **Proven** track record of writing **legally defensible** CEQA documents that can **withstand controversy and legal challenges**
- **Planning support for cannabis-related business development** to the California City Planning Department
- A verifiable record of **successful** experience that **met project deadlines and budget**
- Direct, concentrated involvement of **senior-level professionals**
- An **integrated multi-disciplined team** if needed, reducing the County's need to coordinate the efforts of multiple consultants.

QK currently employs a team of **11 planners, 13 environmental scientists, two GIS specialists, eight licensed land surveyors and 23 registered Civil and Traffic Engineers**, allowing us to respond in a timely manner to any request for service. QK has provided environmental planning services to many public agencies throughout the firm's history.

We participate in activities that foster continuing staff development through **education, training, and sharing of ideas and knowledge** among employees, different departments, and offices. This management philosophy allows the firm to maximize cross-training and cross-utilization of staff to reduce inefficiencies, allowing us to expand project teams as needed to deliver services on time when schedules demand.



## QK Firm Profile

QK is built on five distinct areas of expertise that work together to make the built environment possible. We have the industry's most creative professionals in: **Planning**, Biology & Environmental Permitting, Engineering Design & Construction Mgmt., Survey & GIS, and Urban Design & Landscape Architecture.

Within these five areas of expertise, QK's specialized experience helps visionary clients throughout California. Our services include:

- **Environmental Planning – CEQA and NEPA compliance**
- **Land Use Planning**
- **Biological Resources**
- **Environmental Permitting**
- **Geographic Information Systems**

## Technical Capabilities

### Planning/Environmental

QK's skilled planning professionals **help** our public and private sector clients balance environmental protection with the social, technical, and economic benefits of each project. For over 40 years, QK has used a sensible approach to address environmental concerns with innovative, cost-effective solutions.

QK's environmental planners/CEQA practitioners have produced thousands of defensible documents that can withstand public controversy and opposition. We have a track record of substantial success in devising practical approaches to mitigating potential environmental concerns while balancing the projects' objectives. We have also developed and maintained strong relationships with federal and State regulatory agencies and their staff. We advocate on behalf of our clients to **achieve the best possible outcome**. We firmly believe that our partnership helps produce a better quality of life. QK's team of environmental planners is well versed in the preparation of the following:

- Environmental Impact Reports (EIR)
- Initial Studies (IS)
- Negative Declarations/Mitigated Negative Declarations (ND/MND)
- Categorical Exemptions (CatEx)
- Environmental Impact Statements (EIS)
- Preliminary Environmental Assessments (PES)

- Environmental Assessments (EA)/Findings of No Significant Impacts (FONSI)
- Categorical Exclusions (CE)
- Cultural Resource Assessments
- Mitigation Monitoring & Reporting Plans and Programs (MMRP)
- Storm Water Pollution Prevention Plans (SWPPP)
- Water Supply Assessments
- Technical Documents in Support of NEPA Compliance.

## Biological Resources

**QK is a leader in providing biological services within the San Joaquin Valley.** Many of our biologists have current State and federal permits and other approvals that provide us with the ability to capture, handle, and relocate listed species and species of special concern, and some of our biologists are considered by many to be the "local experts." Our biologists are active in the professional community and are often called upon by agencies and peer groups to provide training to other professional biologists. Our decades of experience in providing biological services, our balanced approach to projects, and our use of cutting-edge technologies combine to make us the **most helpful client-oriented firm within our region.**

QK helps clients by providing a full range of ecological and biological services to support preparation of CEQA and NEPA documents, including but not limited to:

- Delineations of State and federal wetlands and other waters
- Analyses of wetlands functions and values
- Biological constraints analyses and reconnaissance-level biological surveys
- Protocol level special-status species surveys
- Analyses of project impacts, adverse effects, and development of avoidance and minimization measures
- Preparation of avoidance plans, mitigation plans, relocation plans, resource management plans, and restoration plans
- Revegetation planning and monitoring
- Pre-construction surveys and construction monitoring and reporting services



## Project Team Experience

# QK has written 304 EIRs since 1997

and through the years has established working relationships with a wide range of technical specialists throughout California and the Central Valley. Technical specialists are engaged on an as-needed basis to supplement expertise, depending upon the needs of the project. For this proposal, QK has developed the following team:

Teaming Partners	Areas of Expertise
QK	Primary Consultant/Contact, <b>EIR/CEQA Services/Biological Resources/Cannabis Related Planning/Public Outreach</b>
Applied Earthworks, Inc.	Cultural Resources
Insight Environmental Consultants/Trinity Consultants	Air Quality/GHG/Energy
VRPA Technologies, Inc.	Traffic Impact Study/Outreach/Translation Services
WJV Acoustics, Inc. (WJVA)	Noise

The following represents the organizational structure of our highly experienced team:

Team Member	Title	Project Role	% Availability
<b>QK</b>			
Amber Adams	Vice President of Business and Operations	Principal-in-Charge	15%
Christopher Mynk, AICP	Principal Planner	Project Manager	30%
Annalisa Perea, AICP, LEED AP-ND	Senior Associate Planner	Assistant Project Manager	30%
Harry Tow, PE	Senior Principal Planner	Water Supply Assessment	25%
Steve Brandt, AICP	Principal Planner	EIR Technical Assistance	25%
Jaymie Brauer	Principal Planner	Lead EIR Author	25%
Desmond Johnston, AICP	Senior Planner	EIR Technical Assistance	30%
Jerome Keene, AICP	Senior Planner	EIR Technical Assistance	50%
Ginger White, AICP	Senior Planner	EIR Technical Assistance	40%
Jessica Bispels	Assistant Planner	EIR Technical Assistance	50%
Conor McKay	Assistant Planner	EIR Technical Assistance	50%
Robert Parr	Principal Environmental Scientist	Cultural Resources Assistance	70%
Curtis Uptain	Biologist	Lead Biologist	30%
Philip Slater	Senior GIS Analyst	Lead GIS Technical	60%
Various	Project Assistant	Administrative Assistance	60%
<b>Subconsultants</b>			
Lead Team Member	Firm	Project Role	% Availability
Mary Clark Baloian, Ph.D.	Applied Earthworks, Inc.	Cultural Resources	20%
Erik Ruehr, PE, TE	VRPA Technologies, Inc.	Traffic Impact Analysis	20%
Ronald W. Hunter	Insight Environmental Consultants/ Trinity Consultants	Air Quality/GHG/Energy	20%
Walter J. Van Groningen	WJV Acoustics, Inc.	Acoustical/Noise Analysis	20%



**QK planners** continually review current case law and legislation to navigate a complex and constantly changing environmental regulatory framework.

This includes the recent roll out of the **2019 CEQA Guidelines**, which includes substantive changes in the Appendix G Checklist related to evaluation of energy consumption, water supply, transportation, utilities and greenhouse gases. Technical improvements and guidance in the use of baseline, deferral of mitigation and response to comments has also been incorporated into QK's practice and implementation of CEQA. Six of our planners are AICP-certified by the **American Planning Association (APA)**, and we are also members of professional societies such as the **Association of Environmental Professionals (AEP)**. Participation in these professional associations help keep our team on the cutting edge of the profession and able to address the most complicated projects with finesse and expertise.

QK has developed a unique series of internal technical groups, known as **Practice Area Networks (PAN)**. The Planning **PAN** meets regularly to discuss the major planning topics that may impact our clients. QK planners and specialists combine their knowledge of science and regulation with creative problem-solving skills to provide solutions that are innovative, practical, and efficient. **PAN** activities also include ongoing mentorship and training to ensure the next generation of planning talent is ready to take on the most difficult projects.

### **Applied Earthworks, Inc.** Cultural Resources



Applied EarthWorks, Inc. specializes in **history, archaeology, paleontology, and cultural resource management**. Current laws and regulations mandate consideration of prehistoric and historical remains. We use a variety of procedures to manage these resources without impeding progress. Through effective communication, technical expertise, economical and efficient project management, and creative solutions, Applied Earthworks makes it possible to build for the future without sacrificing our cultural heritage.

The company's highest priority is to **ensure client satisfaction through skilled consultation and the timely delivery of high-quality documentation that satisfies regulatory requirements**. Our archaeologists, historians, anthropologists, geologists, paleontologists, and other specialists offer extensive experience in environmental consulting, field and laboratory research, project management, and administration. These professionals can determine specific client needs and formulate appropriate management strategies for each project.

Our staff has successfully completed all phases of cultural resource and paleontological studies for small- and large-scale projects on behalf of cities, counties, public utilities, construction and engineering firms, developers, and state and federal agencies. By providing services that promote project advancement, Applied Earthworks has facilitated reservoir and water pipeline construction, highway improvements, updated communications systems, community development and infrastructure upgrades, urban redevelopment, and improved energy generation and transmission.

### **Insight Environmental Consultants/ Trinity Consultants**



Air Quality/GHG/Energy

In 2013, Insight/Trinity Consultants (Insight) expanded into Central California by merging with Insight Environmental Consultants, Inc., located in Bakersfield. Insight is a multi-disciplined environmental consulting company that assists clients with all aspects of air quality permitting and compliance, California AB-32 GHG verification, water and waste issues, land use planning, and California Environmental Quality Act (CEQA) compliance. Formed in 1985, **Insight is a leading air quality consulting firm in the region**, serving a variety of industries with a focus on agricultural processing, oil and gas, and environmental land use issues.

Insight also prepared the Air Quality Impact Analysis/GHG reports for both the **Kern County Cannabis Ordinance EIR (2018)** and the **Nevada County Cannabis Ordinance EIR (2018)**.

## VRPA Technologies, Inc. (DBE/WBE/UDBE)

### Traffic Impact Analysis



VRPA Technologies, Inc. uniquely combines engineering expertise and professionalism with creative thinking and innovative problem solving. The result is an extraordinary transportation engineering and planning firm that possesses the essential expertise as well as the ability to look across disciplinary boundaries for solutions others may overlook. This innovative approach is evident by the expanse of services available to VRPA Technologies diverse clientele, which includes both the public and private sectors consisting of state governments, regional agencies, counties and cities, as well as private planning/engineering firms. Each client receives what VRPA Technologies is known for...on time, on target, on budget professional service.

VRPA Technologies, Inc. offers comprehensive consulting services throughout the State of California, other Western States, and the East Coast. Specialized fields of service include **transportation planning/modeling, circulation and traffic engineering analysis, transportation demand and systems management**, infrastructure financial planning, Intelligent Transportation Systems (ITS) planning and integration, as well as mass transportation, bicycle, non-motorized, and aviation planning and design. Furthermore, VRPA Technologies, Inc. has extensive experience in **public outreach**, land use modeling, regional housing needs assessment, environmental analysis, and air quality and noise planning and modeling. VRPA has been very successful with development of complicated and controversial transportation projects because we also handle the public outreach components for those same projects with well-seasoned staff from around the State. In a position to utilize this broad experience base is an energetic staff equipped with the necessary tools and "can do" attitude to ensure successful outcome to every challenge undertaken.

Georgiana Vivian, President/Principal, founded VRPA Technologies, Inc. in 1988. Under Ms. Vivian's leadership, the firm has completed over 1,000 successful transportation planning/modeling, environmental, air quality planning, engineering and Intelligent Transportation Systems (ITS) projects.

## WJV Acoustics, Inc. (WJVA)

### Acoustical/Noise Analysis



WJV Acoustics, Inc. (WJVA), formerly Brown-Buntin Associates, Inc. (BBA), is a full-service acoustical consulting firm which **specializes in the measurement, modeling and evaluation of environmental and transportation noise** and architectural acoustics. BBA was originally established in 1981 by Robert E. Brown and Jim Buntin in Visalia, California. Beginning January 1, 2015, BBA began operating as WJV Acoustics, Inc. (WJVA). Walter J. Van Groningen has over thirteen (13) years of experience in the private sector, having been involved in the field of community noise control since 2005. Mr. Van Groningen is a member of the Acoustical Society of America (ASA) and the Institute of Noise Control Engineering (INCE).

WJVA utilizes state-of-the-art sound measurement and analysis equipment, coupled with computer data management and modeling capabilities, to quantify noise from construction, aircraft, traffic, rail, industrial/commercial and other sources. **WJVA has prepared hundreds of acoustical analyses over the past 30 years.** WJVA has prepared general plan noise elements and/or noise element updates for approximately 50 California jurisdictions. Additionally, WJVA prepares environmental noise assessments for CEQA and NEPA documents, prepares noise exposure studies for airports of all sizes, and consults with architects concerning the acoustical design of schools, office buildings and performing arts facilities. WJVA has made numerous public presentations.

WJVA has completed noise studies for a number of projects that were considered controversial by local citizens. Many of these projects have included extensive public testimony, demonstrations of noise monitoring procedures, and a thoughtful approach to study design, analysis and document preparation so that complex technical information could be effectively presented to non-technical persons. Examples of such studies have included the Cold Canyon Landfill Expansion project in San Luis Obispo County, various phases of commercial and residential development within the Del Monte Forest in Monterey County, the proposed Southern Nevada Regional Heliport near Las Vegas and runway extension and terminal expansion projects at Las Vegas McCarran and San Jose International Airports.



## Relevant Projects and References

### Hanford General Plan Update, EIR, Zoning Ordinance Update, Subdivision Ordinance Update, and Infrastructure Master Plans – City of Hanford, CA

- Environmental Impact Report
- General Plan
- Zoning Ordinance update
- Subdivision Ordinance update
- Public Outreach
- Legal Challenge

Due in large part to the success of QK's APA award-winning Hanford Downtown East Precise Plan and our team's experience with the preparation of policy documents, QK prepared a comprehensive General Plan (GP), Zoning Ordinance (ZO) and subdivision ordinance update, as well as the supporting environmental review/reports for the City of Hanford.

Four important and distinctive features QK worked to develop with the City include: 1) goals, objectives, policies, and programs for elements in land use and community design; transportation and circulation; open space, conservation, and recreation; health and safety; public facilities and services and Environmental Justice; 2) an extensive Public Engagement/ Outreach program including a city-wide bus tour and 14 meetings with the 20-person Citizen's Advisory Committee; 3) Preparation of a program-level Environmental Impact Report (EIR); 4) a ZO update that reflected the City's desire for a "Red Carpet, not Red Tape" approach.

Development of the GP and the ZO coincided with the construction phases for the California High Speed Rail, recent State laws like Senate Bill 375, California's Sustainable Communities and Climate Protection Act, and regional planning efforts like the San Joaquin Valley Blueprint. The General Plan and the ZO reflect the new State laws as well as changes in housing preferences. The EIR was certified, and the General Plan and ZO were adopted by the City Council in April 2017.

As an extension of the GP/ZO update process, QK concurrently prepared the Infrastructure Master Plans for sanitary sewer, potable water, and storm drainage. By including these Master Plans into the scope of the overall project, infrastructure

planning occurred simultaneously with the General Plan update process. This proactive strategy eliminated a problem that too often plagues cities; a General Plan update identifies areas for development, and then later it's discovered that the City cannot efficiently provide services.

#### **Legal Challenges and Outcome**

In 2017, QK completed comprehensive updates to the City of Hanford's General Plan, Zoning Ordinance, and Program EIR. The adoption of these documents was challenged on several grounds. The challenge alleged, 1) that the new General Plan does not comply with the Open Space Land Act or provide enough mitigation measures to protect existing natural and open space lands, 2) that the new General Plan and EIR failed to adequately acknowledge the five-drought, 3) that the new Site Plan Review process in the new Zoning Ordinance violated CEQA and denied interested persons of their right to due process, and 4) that QK and the City failed to undertake sufficient efforts to involve minority populations in the adoption process. **Each of these claims were denied by the Court.** In the Statement of Decision, the **Court quoted specific policies and statements that QK had written into the documents** and described specific actions that QK had taken to show that none of these claims had merit.

**Cost:** \$1.1 million

#### **Reference:**

Darrel Pyle  
City Manager  
City of Hanford  
(559) 585-2516  
DPyle@cityofhanfordca.com



## Sierra College Rocklin Campus Facilities Master Plan EIR – Sierra Joint Community College District – Rocklin, CA

- Environmental Impact Report
- Environmental Constraints Analysis
- Preliminary Understanding of Sensitive Resources
- Public Outreach

QK prepared an **EIR** for the proposed **Rocklin Campus Facilities Master Plan**, which describes a **20-year development program** that includes **demolition** of certain existing structures, construction of new structures, and modernization of numerous existing structures. Plan components include both near-term and long-term projects. Near-term projects are those the College anticipates will be funded within a period of approximately five years and are considered to have a higher degree of certainty than other components in the Master Plan. Near term components include a North Parking Structure, a new instructional building, modernization and expansion of Weaver Hall and the Gymnasium, and improvements to infrastructure on the north side of campus. Issues included impacts to biological resources that were located on the campus and traffic, which was already congested. There was opposition to the Master Plan by neighboring residential property owners, concerned with increases to traffic, vehicular access, and parking. The City of Rocklin also raised concerns regarding traffic impact fees and upgrades to the existing roadway system to accommodate the anticipated increase in students.

An important initial step in QK's scope of work was an **environmental constraints analysis** of the conceptual plan. This provided the College and the architects a **preliminary understanding of sensitive resources** that could potentially be impacted by the plan and an opportunity to make plan adjustments before the EIR was prepared. During the public review period for the Draft EIR (DEIR), the College held a public meeting, which QK facilitated, to provide information, clarify improvements and development plans, and address concerns. During this meeting and the entire review period, the District received comments from local residents, faculty and students, and local agencies. Most comments expressed concerns regarding traffic and the conservation of the "nature

area" consisting of native oak trees and adjacent to Secret Ravine. QK explained the mitigation and other measures to be included to **reduce or avoid impacts** to the nature area. QK **worked with the District and their contracted traffic engineer**, and the **City of Rocklin**, to **define actions and mitigation measures to further reduce impacts**. These included payment of impact fees, and payment and implementation of additional traffic lanes for ingress. Because of the unique situation of the Master Plan, changes made to the Project subsequent to the start of the environmental analysis. That combined with the public opposition it generated, **budgetary overruns were anticipated**. QK worked closely with the College to **monitor the budget**, minimize costs were possible, and **signed a mutually agreed upon contract amendment** before the budget was exceeded.

Based on the outcome of recent CEQA litigation, the College reevaluated the DEIR and revised it to reflect case law related to cumulative GHG emissions and other impacts.

**Cost:** \$469,715

**Reference:**

Laura Doty  
Director of Facilities and Construction  
Sierra Joint Community College District  
(559) 660-7650  
ldoty@sierracollege.edu





QK recently prepared the Environmental Checklist (CEQA Guidelines Appendix G) Initial Study (IS) and a Mitigated Negative Declaration (MND) for **two cannabis-related projects for the City of Woodlake.**

## Initial Study/Mitigated Negative Declarations for Cannabis Conditional Use Permits – City of Woodlake, CA

- Cannabis-related projects
- Environmental Checklist (CEQA Guidelines Appendix G)
- Initial Study
- Mitigated Negative Declaration

### **Green Smart Farmer, LLC and Rupp Cannabis:**

The City of Woodlake hired QK to prepare the Environmental Checklist (CEQA Guidelines Appendix G) Initial Study (IS) and a Mitigated Negative Declaration (MND) for these two cannabis-related projects to identify potentially significant effects on the environment. Based on QK's analysis, the Lead Agency determined that there is no substantial evidence that either Project would have a significant effect on the environment. The IS/MNDs were adopted by the City in December 2017.

Green Smart Farmer, LLC requested the City of Woodlake approve a Conditional Use Permit (CUP) to establish a 75,600-square foot (sq. ft.) Cannabis Cultivation, Manufacturing and Distribution Facility located in a ML District Zone, pursuant to City Ordinance No. 612 to develop a 75,600-sq. ft. **Cannabis Cultivation, Manufacturing and Distribution Facility** (Facility). The City actions required to permit the Project include a CUP and site plan review. The proposal also included on-site cultivation, manufacturing and distribution activities.

Rupp Cannabis applied for approval of a Conditional Use Permit (CUP) to establish a 25,120-square foot (sq. ft.) Cannabis Cultivation, Packaging, Distribution, and Manufacturing Facility located in a ML Zone District, pursuant to City Ordinance No. 612. The proposed Project included the development of a 25,120-sq. ft. **Cannabis Cultivation, Packaging, Distribution, and Manufacturing Facility** (Facility). A CUP and site plan review was approved for the construction of two additional metal buildings totaling 17,200-sq. ft.

**Cost:** \$33,500

#### **Reference:**

Jason Waters  
Community Services Director  
City of Woodlake  
(559) 564-8776  
jwaters@ci.woodlake.ca.us

## Project Understanding, Approach, and Scope of Services

QK's experience in preparing programmatic EIRs for projects such as General Plan updates, Specific Plans, and Habitat Conservation Plans is similar to the type of document that will be required for the proposed Cannabis Ordinance EIR. The programmatic nature of the environmental analysis will need to identify the potential impacts associated with the potential sites for cannabis businesses identified in the RFP, while also providing for adequate and implementable mitigation measures in accordance with CEQA.

### QK has preliminarily evaluated the number of affected parcels:

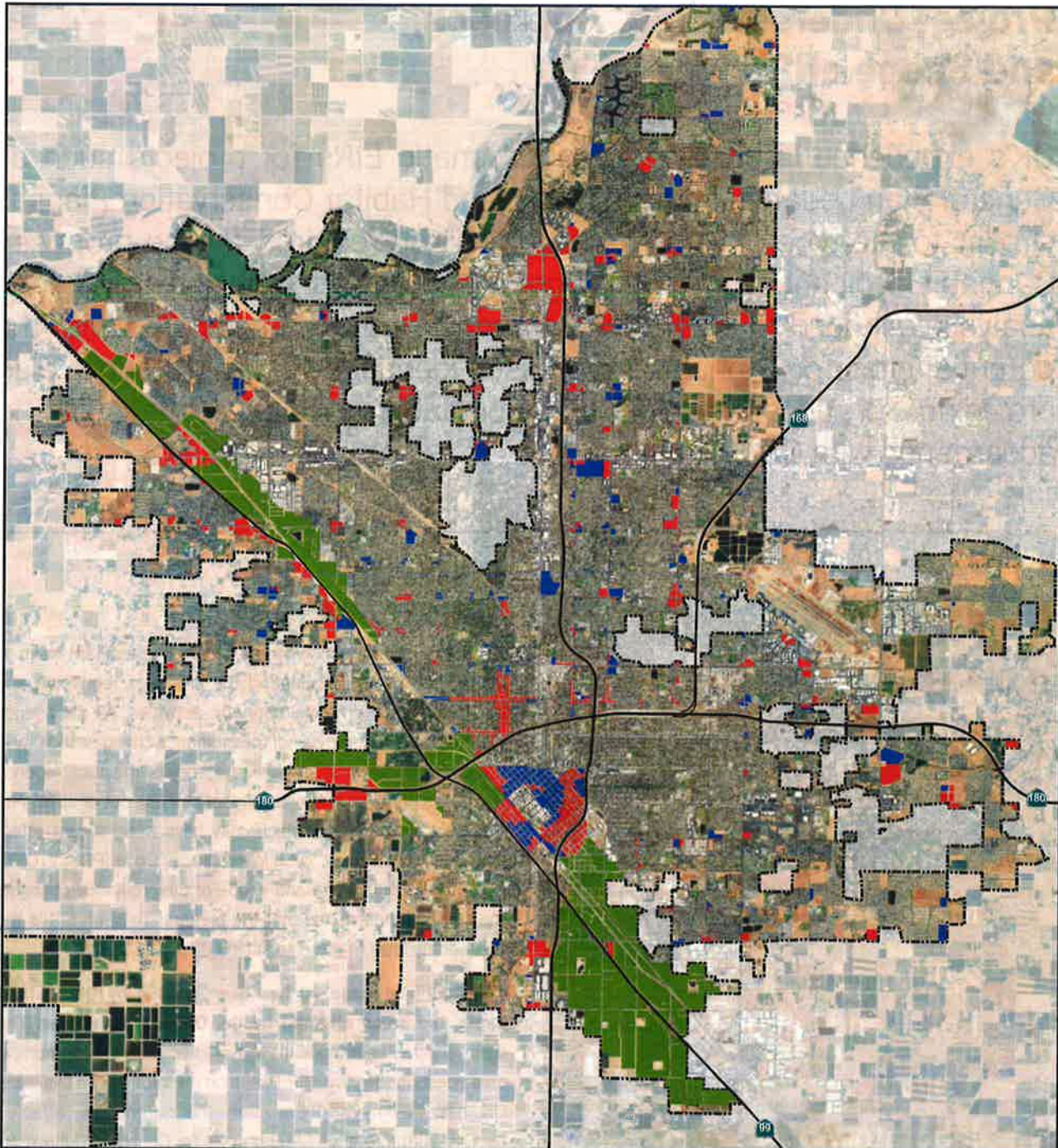
- **1,903** parcels for Cannabis Cultivation, Distribution, Manufacturing
- **2,000** parcels for Cannabis Retail and Laboratory
- **1,077** parcels for Cannabis laboratory only

### Environmental Analysis

The City of Fresno is seeking a qualified consultant team to prepare an EIR for evaluating the proposed regulation and permitting of commercial cannabis activities. As the agency carrying out the approvals of the ordinance changes, the City is the lead agency per CEQA. A lead agency is "the public agency which has principal responsibility for carrying out or approving a project [or program] which may have a significant effect upon the environment" (Public Resources Code [PRC] 21067). Due to the significance and scope of the ordinance changes, the City has determined that the preparation of an EIR is the appropriate level of effort to satisfy CEQA.

**The figure on Page 10 has been created by QK Staff to depict the areas affected by the Ordinance changes.** The map is a representation based on the known geographical areas described in the RFP. Based on the information available, QK has preliminarily evaluated the number of affected parcels: with a total of 1,903 parcels for Cannabis Cultivation, Distribution, Manufacturing; 2,000 parcels for Cannabis Retail and Laboratory; and 1,077 parcels for Cannabis laboratory only. QK will work with City staff to further refine the potential area of impact and to review all parameters of the proposed Ordinance.





### Proposed Regulation and Permitting of Commercial Cannabis Activities



**Green** Cannabis Cultivation, Distribution, Manufacturing Eligible - 1,903 Parcels

**Blue** Cannabis Laboratory Eligible - 1,077 Parcels

**Red** Cannabis Retail and Laboratory Eligible - 2,300 Parcels

**Dashed Line** City of Fresno Boundary



**The purpose of an EIR is:**

- To identify a project's potential significant impacts on the environment and indicate how they can be avoided or mitigated;
- To identify any unavoidable significant impacts that cannot be mitigated; and
- To identify a range of reasonable alternatives that could feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project.

The EIR must disclose significant environmental impacts that cannot be avoided; impacts found not to be significant; significant cumulative impacts of all past, present, and reasonably foreseeable future projects; and growth-inducing impacts.

CEQA requires an EIR to reflect the independent judgment of the Lead Agency with respect to impacts, to disclose the level of significance of the impacts both with and without mitigation, and to describe mitigation measures proposed to reduce the severity of significant impacts. A draft EIR for a project, such as the SOI update, of "statewide, regional, or area wide significance" must be circulated to the following:

- Responsible Agencies;
- Trustee Agencies with resources that would be affected by the Project;
- Any other federal, State, and local agencies that have jurisdiction by law with respect to the Project or that exercise authority over resources that may be affected by the Project;
- Any city or county that borders on a city or county within which the project is located;
- Transportation planning agencies and public agencies that have transportation facilities within their jurisdictions that could be affected by the Project;
- The appropriate metropolitan area council of governments; and
- Interested parties and individuals.

**QK currently provides planning support for cannabis-related** business development to the California City Planning Department.





## QK's Approach to the Project

To effectively and efficiently complete the environmental analysis for this Project, the City has proposed an example scope of service. QK has reviewed the example and agrees that it is the most efficient method for completing the project within the allotted schedule. In order to meet the schedule, QK has expanded upon the tasks provided in the RFP, to provide further clarity and detail to each process.

### Task 1 Project Initiation

QK understands the City's aggressive schedule for the completion of this project. To meet this schedule, we will plan a quick start that builds momentum to carry the project forward. The key deliverables in this Task include a Kick-off Meeting, Preparation of the Notice of Preparation (NOP), Public Scoping Meeting, and Data Collection. We also believe the initiation of technical study sub-consultants is an important goal of this Task. In order to streamline the process, QK has already identified the sub-consultants needed to perform necessary technical studies. Having contracts ready to be executed allows us to begin work immediately, once the Notice to Proceed is given.

#### Deliverables:

- 40 hard copies of NOP
- Fifteen (15) hard copies of NOP delivered to State Clearinghouse

#### Meetings:

- Kick-off Meeting with City staff (1)
- Public Scoping Meeting (1) during 30-day NOP Public Review Period

**To meet the City's desired schedule, we will plan a quick start that builds momentum to carry the project forward.**

### Task 2 Technical Studies

QK will provide the scope of services for all proposed technical studies during the Project Kick-Off Meeting. Discussion of these scopes and the requirements of the studies with City Staff at the Kick-Off Meeting will allow us to have a complete understanding of the work to be performed. This will save time during the EIR preparation phase. We believe the following studies are necessary to complete a thorough and defensible CEQA document:

1. Air Quality Impact Analysis (Including: GHG, Odors, Energy and HRA)
2. Biological Assessment Report (CNDDDB, Natural Communities List)
3. Cultural Resources (Records Search, Historic Building Inventory)
4. Acoustical Analysis
5. Traffic Impact Analysis
6. Water Supply Assessment

### Task 3 Project Description

We understand the Project Description is the most important piece to any environmental document. It is the backbone of the technical studies and necessary to complete analysis of environmental impacts. A Project Description must be logical, easy to read and provide information on all aspects of the project (location, construction, operations, etc.). Detailed and thoughtful maps and figures are key in identifying the location of a project. QK prides itself on our robust and advanced understanding of ArcGIS. Our in-house GIS Team creates maps that are accurate and easy to decipher.



**Task 4 Administrative Draft Environmental Impact Report**

The contents of the Administrative Draft EIR will be consistent with those set forth in the RFP, as well as all components required by the CEQA. An Introduction will provide the basic non-technical explanation of the EIR, as well as additional information relevant to the reading and understanding of the document. A Project Description section will follow, containing the location, description, and setting of the project, as well as providing a list of the required agency approvals needed to proceed with implementation of the Project.

The EIR will contain the Environmental Analysis of the proposed changes to the City's Zoning Code. The analysis is organized by environmental topic area, consistent with the organization of the Initial Study and CEQA Guidelines Appendix G Checklist. The analysis contained within each topic area is divided into four parts:

- (1) **Environmental Setting,**
- (2) **Regulatory Setting,**
- (3) **Thresholds of Significance,** and
- (4) **Impacts and Mitigation Measures.**

After establishing the environmental and regulatory setting for each topic, impacts (both adverse and beneficial) will be identified and discussed. The level of significance of adverse impacts will be addressed, both before and after mitigation. Every effort will be made to quantify project impacts in comparison to existing conditions. Impacts that are less than significant will be noted. Practical, enforceable, and feasible mitigation measures will be recommended for significant impacts. Regulations and measures already required pursuant to existing federal, State, or local statutes and regulations will be considered to be already incorporated in the project, and not recommended as additional mitigation measures. Mitigation measures will not be limited to on-site activities if a broader solution is warranted. Cumulative impacts, both on-site and off-site, will be addressed as required by §15126 and §15130 of the CEQA Guidelines.

**The environmental topic areas, and assumed areas of analysis within these topic areas, are listed below:**

Aesthetics	Land Use/Planning
Agriculture and Forest Resources	Mineral Resources
Air Quality	Noise
Biological Resources	Population/Housing
Cultural Resources	Public Services
Energy	Recreation
Geology/Soils	Transportation
Greenhouse Gas Emissions	Tribal Cultural Resources
Hazards and Hazardous Materials	Wildfire
Hydrology/Water Quality	Utilities and Service Systems

The EIR will also analyze a reasonable range of alternatives to the preferred alternative, according to section 15126(d) of the CEQA Guidelines, as amended in 1994. Mandatory CEQA Sections (Effects Found Not to be Significant; Significant Effects Which Cannot be Avoided; Significant Irreversible Environmental Changes; and Cumulative Impacts) will be included in the EIR.



## Task 5 Screencheck Draft EIR

QK will prepare a screencheck version and provide to Staff for approval. The screencheck version will be provided in electronic format. It is assumed two screenchecks will be required; however, if only one review is needed, circulation of the DEIR can begin immediately following this task.

### **Deliverables:**

- One (1) Screencheck version of Draft EIR (hard copy and electronic format)

## Task 6 Public Review Draft EIR

Following receipt of comments by City staff on the Screencheck Draft EIR, QK will revise the Draft EIR as necessary to ensure that an acceptable, thorough, and legally adequate draft is ready for release to the public. Following acceptance of the changes, QK will coordinate with City staff for distribution of the Draft EIR. For cost proposal purposes, QK has assumed up to forty (40) hard copies of the Draft EIR (Appendices on CD), including one camera-ready master for copying. In addition, QK will provide all files from the DEIR electronically on an USB drive, saved in Microsoft Word format (with image and graphic files saved as either .jpg or .pdf files) and in PDF format, including all technical appendices. The Draft EIR (DEIR) will be published, distributed by QK, and circulated for 45-day agency and public review according to provisions of the CEQA Guidelines. QK will deliver fifteen (15) copies of Form F and 15 CDs of the entire document to the State Clearinghouse and publish the Notice of Availability in the Fresno Bee newspaper.

### **Deliverables:**

- Up to forty (40) hard copies of Draft EIR (Appendices on CD)
- One (1) camera-ready original hard copy of Draft EIR
- One (1) electronic copy of Draft EIR (Microsoft Word format)
- One (1) electronic copy of Draft EIR (PDF format)
- Fifteen (15) hard copies of Form F and fifteen (15) CDs delivered to State Clearinghouse
- Notice Availability published in Fresno Bee newspaper

## Hmong and Spanish Translation

Working with City staff, our team will prepare noticing materials and/or public meeting materials in Hmong and Spanish when required. Our proposed fee includes these translation services. In addition to noticing and public meeting materials, this scope of work assumes that Hmong translation services will be required for one Planning Commission Hearing and two City Council Hearings.

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**Task 7 Administrative Final EIR/Response to Comments**

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Pursuant to §15088 of the CEQA Guidelines, the Final EIR must respond in writing to each oral and written comment on the DEIR made by individuals, agencies, and organizations. Additional research and analysis will be undertaken by QK, as necessary, to effectively respond to comments. Comments regarding the technical analysis prepared by subconsultants will be routed to team members for review and comment, with QK review of these comments for consistency and compilation of the final response to comments. Along with the comments and responses, a list will be compiled of all persons, organizations, and agencies commenting on the DEIR. QK will attend at least one (1) in-person all-day working session with the City to address response to comments. The Final EIR will also include revisions to the EIR text and summary table necessitated by comments. As a basis for cost estimating, QK assumes that 100 individual responses (not letters) will be required for the EIR. We believe that this estimate will be adequate for this task. As a precaution against the possibility that the level of response greatly exceeds our expectations and requires a much greater magnitude of effort to effectively respond to comments, we propose to establish a threshold level with the City of 100 individual responses, each requiring 1 hour to respond. If the level of response exceeds the negotiated threshold, QK will respond to those comments that are above and beyond the threshold on a time and materials basis, or another mutually agreeable formula.

In accordance with CEQA, a draft Mitigation Monitoring Program will be prepared. The program will be based on the findings of the EIR and subsequent direction by the City. Each mitigation measure will be identified and supplemented with information describing specific actions to be taken, the responsible parties, anticipated costs (if available), phasing, timing, and the identity of the persons or agencies that must sign off on each measure.

The draft Mitigation Monitoring Program will be included as a chapter of the Administrative Final EIR. Upon receipt of staff comments, the Program will be finalized and included in the Final EIR.

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**Task 8 Screencheck Final EIR/Response to Comments**

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Comments, responses to comments, and the list of commenting agencies, organizations and individuals, errata and other information (Volume II), when combined with the DEIR (Volume I), will constitute a Final EIR. QK will prepare and organize these sections consistent with CEQA requirements and standard City document formatting.

**Deliverables:**

- One (1) Screencheck version of Final EIR (hard copy and electronic format)




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### **Task 9 Final EIR/Response to Comments**

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Following receipt of comments by City staff, QK will revise the Final EIR as necessary to ensure that an acceptable, thorough, and legally adequate version is ready for adoption by the City. Following acceptance of the changes and distribution coordination, QK will produce up to forty (40) hard copies (Appendices on CD) of the FEIR, including one camera-ready master for copying. In addition, QK will provide all files from the FEIR electronically on an USB drive, saved in Microsoft Word format (with image and graphic files saved as either .jpg or .pdf files) and in PDF format, including all technical appendices.

***Deliverables:***

- Up to forty (40) hard copies of Final EIR (Appendices on CD)
- One (1) camera-ready original hard copy of Final EIR
- One (1) electronic copy of Final EIR (Microsoft Word format)
- One (1) electronic copy of Final EIR (PDF format)

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### **Task 10 CEQA Findings and Statements of Overriding Considerations**

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QK will prepare Findings of Fact to support the impacts and conclusion statements in the Environmental Impact Report. Findings will include all information necessary to ensure legal adequacy and will cover all environmental impacts found to occur with adoption of the Zoning Code. The Findings will be created in a format which is easy to read and understandable.

QK will prepare a Statement of Overriding Considerations for each of the significant and unavoidable impacts found to occur in the Environmental Impact Report. These statements will reflect the social, economic, technical, legal, or other reasons why mitigation of the impact is infeasible, and why the City will consider the approval of the project even with the existence of such impacts.

***Deliverables:***

- Findings of Fact
- Statement of Overriding Considerations

## **Task 11 Project Management and Meetings**

QK's Project Management is designed to keep the City informed of the on-going work being performed; to foster communication with the Consultant Team, City staff, and the public; to provide timely project updates; to produce accurate invoicing with appropriate back-up information; to build a written record of meeting agendas and minutes; and ultimately to bring the project to completion on time and within budget. The Project Management timeline will span across the entire length of the project and integrate with the other project tasks.

The work program outlined below proposes an integrated approach to the EIR. There will be **one primary contact person, Christopher Mynk**, who will serve as the Project Manager and will have direct management oversight of each component of the project. This approach will ensure that tasks continue to receive top-of-mind attention, are completed in the most expeditious manner possible, and completed in a complementary manner without redundancy.

The scope of work for the Project Management program is organized into two subtasks:

1. Contract Management
2. Records Management

### **Contract Management**

QK's Project Manager will meet with the City's Project Manager to confirm and agree on the process for submitting invoices and the required back-up information that will be provided with each invoice. Invoices will be sent roughly every four weeks to the appropriate City personnel by mail with an electronic backup sent by e-mail. QK will prepare a Monthly Progress Status Report for submittal to the City's Project Manager. This report will detail work performed during the invoicing period and work expected to be completed during the next billing period.

#### **Deliverables:**

- Monthly Project Status Reports

#### **Meetings:**

- Invoicing meeting with City Project Manager

### **Records Management**

QK will maintain a record of the agendas, meeting notes, minutes, decisions, draft documents, final documents, and correspondence throughout the life of the project. Copies can be provided to the client upon request during the course of the project. All copies will be provided to the client at the end of the project.

#### **Deliverables:**

- Project Records

### **Public Hearings**

QK staff will attend up to three (3) public hearings for the EIR, one (1) Planning Commission and two (2) City Council.

#### **Meetings:**

- One (1) Planning Commission Public Hearing
- Two (2) City Council Public Hearings

### **Notice of Determination**

QK will prepare the Notice of Determination and will submit to the State Clearinghouse, County Clerk and CA Fish and Wildlife Services CEQA filing fees are not included in this cost of this proposal. It is assumed the City will file the NOD with the County Clerk and pay all required fees.

#### **Deliverables:**

- Notice of Determination submitted to State Clearinghouse.





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# City of Fresno - Cannabis Ordinance EIR

## Initial Timeline

PROJECT MANAGER:  
Christopher Mynk, AICP

Begin

End

Days

May 1, 2019

### Task 1 - Project Initiation

1A	Kickoff	6/14/2019	6/14/2019	0
1B	NOP	6/14/2019	6/21/2019	7
1C	City Review NOP	6/21/2019	6/28/2019	7
1D	Finalize NOP and Circulate	6/28/2019	8/5/2019	38
1E	Public Scoping Meeting	7/24/2019	7/24/2019	0

### Task 2 - Technical Studies

2A	Air Quality Impact Analysis	6/14/2019	7/26/2019	42
2B	Biological Assessment	6/14/2019	7/26/2019	42
2C	Cultural Resources	6/14/2019	7/26/2019	42
2D	Acoustics Analysis	6/14/2019	7/26/2019	42
2E	Traffic Impact Analysis	6/14/2019	7/26/2019	42
2F	Water Supply Assessment	6/14/2019	7/26/2019	42

### Task 3 - Project Description

3A	Prepare Project Description	6/14/2019	6/21/2019	7
3B	City Review Project Description	6/24/2019	6/28/2019	4

### Task 4 - Admin Draft EIR

4A	Aesthetics	6/14/2019	7/26/2019	42
4B	Agricultural Resources	6/14/2019	7/26/2019	42
4C	Air Quality	6/14/2019	8/2/2019	49
4D	Biological Resources	6/14/2019	7/26/2019	42
4E	Cultural Resources	6/14/2019	8/2/2019	49
4F	Energy	6/14/2019	8/2/2019	49
4G	Geology & Soils	6/14/2019	7/26/2019	42
4H	Greenhouse Gas	6/14/2019	8/2/2019	49
4I	Hazards & Hazardous Materials	6/14/2019	7/26/2019	42

10B	Statement of Overriding Considerations	10/14/2019	11/1/2019	18
10C	City Review of Findings and Statements	10/14/2019	11/1/2019	18
10D	Incoporate Revisions	10/14/2019	11/1/2019	18
<b>Task 11 - Project Management and Meetings</b>				
<b>Project Management</b>				
11A	Contract Management	6/14/2019	12/6/2019	175
11B	Records Management	6/14/2019	12/6/2019	175
11C	Conference Calls	6/14/2019	12/6/2019	175
11D	Planning Commission Hearing	11/7/2019	11/7/2019	0
11E	City Council Meeting (2)	11/14/2019	12/5/2019	21
5C	Prepare CDFW NED Form	12/6/2019	12/6/2019	0
5D	Prepare and Submit NOD to SCH	12/6/2019	12/6/2019	0

# Cost

The following represents QKs proposed cost for the Project.

City of Fresno - Cannabis Ordinance EIR		Initial Timeline		OK Hours											Subcontractors				Expenses				Total
PROJECT MANAGER Christopher Myok, AICP March 4, 2019		Begin	End	Principal in Charge (A.Adm)	Project Manager (C.Rim)	Assistant Planner	Associate Planner	Principal Planner	Principal Planner (H. Gov)	Principal Planner (H. Gov)	Biologist	Project Support	Project Assistant	OK HOURS SUB-TOTAL	SUBS	ALL SUBS- Markup 10%	Mats	Account Reproduction	Misc. Direct	Markup %	Markup 0%	EXPENSES SUB-TOTAL	Total
<b>Task 1 - Project Initiation</b>																							
8	4/1/2019	2/30/2019		2	8									2								12,000	
9	4/1/2019	4/1/2019			12																	1,500	
10	4/1/2019	4/1/2019			4																	500	
11	4/1/2019	5/31/2019			10																	2,500	
<b>Sub-TOTAL Task 1</b>																							
<b>Task 2 - Technical Studies</b>																							
12	4/1/2019	5/1/2019		2	6									2								400	
13	4/1/2019	5/1/2019		15	15																	1,500	
14	4/1/2019	5/1/2019		10	10																	2,000	
15	4/1/2019	5/1/2019		10	10																	2,000	
16	4/1/2019	5/1/2019		10	10																	2,000	
17	4/1/2019	5/1/2019		10	10																	2,000	
18	4/1/2019	5/1/2019		4	4																	1,000	
<b>Sub-TOTAL Task 2</b>																							
<b>Task 3 - Project Description</b>																							
19	4/1/2019	4/1/2019		3	15																	500	
20	4/1/2019	4/1/2019		3	10																	500	
<b>Sub-TOTAL Task 3</b>																							
<b>Task 4 - Action Detail EIR</b>																							
21	4/1/2019	5/1/2019		3	10																	500	
22	4/1/2019	5/1/2019		3	10																	500	
23	4/1/2019	5/1/2019		3	10																	500	
24	4/1/2019	5/1/2019		3	10																	500	
25	4/1/2019	5/1/2019		3	10																	500	
26	4/1/2019	5/1/2019		3	10																	500	
27	4/1/2019	5/1/2019		3	10																	500	
28	4/1/2019	5/1/2019		3	10																	500	
29	4/1/2019	5/1/2019		3	10																	500	
30	4/1/2019	5/1/2019		3	10																	500	
<b>Sub-TOTAL Task 4</b>																							
<b>Sub-TOTAL</b>																							
				8	108	210	106	105	15	6	4	21	272	30	250	20	6	500	20	0%	5000	275	260

Continued on Page 22



Cost continue7

City of Fresno - Cannabis Ordinance EIR	Initial Timeline		QK Hours										Subcontractors				Expenses				Total
	Begin	End	Principal Charge (A.482)(4) Hours @ \$175	Project Manager (C. Mylnk) Hours @ \$175	Assistant Manager Hours @ \$175	Subordinate Manager Hours @ \$175	Principal Analyst Hours @ \$175	S. Principal (H. Tol) Hours @ \$175	Principal Analyst Hours @ \$175	K-Logan Hours @ \$175	E. J. Analyst Hours @ \$175	Project Assistant Hours @ \$175	SUS	ALL SUBS + MGMT 11% Markup	Misc	Dues and Registration	Markup 0%	Markup 0%	EXPENSES SUBTOTAL		
																				Hours @ \$175	
TABLE 1 - Supervisory Staff EIR																					
18. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
19. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
20. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL TASK 1																					
TABLE 2 - Supervisory Staff EIR																					
21. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
23. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL TASK 2																					
TABLE 3 - Administrative Staff EIR																					
24. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
25. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL TASK 3																					
TABLE 4 - Administrative Staff EIR																					
28. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL TASK 4																					
TABLE 5 - Administrative Staff EIR																					
31. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL TASK 5																					
TABLE 6 - Administrative Staff EIR																					
34. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
36. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL TASK 6																					
TABLE 7 - Administrative Staff EIR																					
37. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
38. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
39. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL TASK 7																					
TABLE 8 - Administrative Staff EIR																					
40. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
41. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
42. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL TASK 8																					
TABLE 9 - Administrative Staff EIR																					
43. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
44. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
45. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL TASK 9																					
TABLE 10 - Administrative Staff EIR																					
46. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
47. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
48. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL TASK 10																					
TABLE 11 - Administrative Staff EIR																					
49. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
50. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
51. 1-17-2019	8/27/2018		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL TASK 11																					
TOTAL PROJECT TASKS																					
TOTAL HOURS																					



## **Appendix A- Key Staff Resumes**



# Amber Adams

*Vice President Business and Operations/  
Clovis Branch Manager*

## AREAS OF EXPERTISE

- Client Coordination / Project Management / Service
- Regulatory and Budgetary Finance
- Policy and Implementation
- Program Development / Professional Operations

## EDUCATION

- BS, Business Administration, University of Phoenix, AZ

## PROFESSIONAL ORGANIZATIONS

- Director, American Public Works Association (APWA)
- Natural Resources Task Force, California Council for Environmental and Economic Balance, Sacramento (2015 to Present)
- Member, American Planning Association (APA)
- Alumni, Chamber of Commerce, Leadership Fresno XXV
- Member, American Environmental Professionals (AEP)
- Member, Building Industry Association of Fresno/ Madera County, (BIA)

## CONTINUING EDUCATION

- Caltrans FAR Compliance/AASHTO Auditing for State DOT and A/E, January 2016
- Business Law Update, 2016
- Caltrans LAPM Audit and Review Process, November 2015
- Caltrans Procuring Federal-Aid Contracts, January 2015
- GAP International Senior Executive Leadership Training, 2014
- Project Management Professional (PMP) Training Camp Certificate of Completion, May 2012
- Association of Environmental Professionals (AEP) Advanced CEQA

Ms. Adams is an experienced management professional who specializes in client coordination, business operations, finance and project delivery for multi-disciplined and complex projects. She serves as the VP of Business and Operations for QK's offices and has over 25 years of professional experience overall. Ms. Adams excels at working with Clients to clearly define objectives and prepare scope and contracts to help agencies, firms, and individuals within the public works and planning community to ensure the successful implementation of their projects and programs.

## PROJECT EXPERIENCE

**No Neighborhood Left Behind, City of Fresno, CA.** *Project Manager/City Forces.*

Managed this \$45 million project which involved infrastructure installation of curb/gutter, sidewalks, streetlight installation, tree services, drainage improvements, and street repair. Provided significant crew, utility, private sector, public officials, media, agency and citizen coordination, which was key to the project's success.

**Public Works Annual and Capital Improvement Projects Budget, City of Fresno, CA.** *Finance Manager.*

Managed an \$100 million CIP program utilizing more than 400 individual funding sources that range from Federal, State, Local, grant, UGM, assessment district and general fund. Significant emphasis was placed on the regulatory compliance and fiscal management.

**Community Assessment District CFD 12, City of Fresno, CA.** *Project Manager.*

Managed the creation of the first non-city managed assessment district in the City of Fresno. Assisted the developer and the City to identify, quantify and establish agreements for the ongoing funding and maintenance of the established area.

**Citywide Capital Improvement Projects, City of Fresno, CA.** *Division Manager/Project Manager.*

Managed infrastructure improvements for multiple mid-sized projects including various infrastructure improvements outside of maintenance. Project budgets ranged from \$10k-\$100k. Approximately 50 of these projects were completed annually to install/repair infrastructure for established areas which had damaged or non-existent infrastructure. Provided significant coordination and innovation as required for the success of these projects.

**Citywide Street Preservation Program - City of Fresno, CA.** *Public Works Manager.*

Managed this \$1.2 million annual project, which involved contract development, monitoring and program implementation. Provided



- Workshop, March 2012
- California Energy Production Land Law Certificate, February 2011
- AEP Biological Impacts of Solar Farms Workshop, October 2011
- AEP CEQA Basics Workshop, October 2010

## PRESENTATIONS

- California APA Regulatory Permitting for California, 2013
- AEP – State Chapter Solar Farms Cropping up in California, 2016

significant crew, utility, private sector, public officials, media, agency and citizen coordination, which was key to the project's success.

### **Bicycle, Pedestrian, & Trails Master Plan – City of Fresno, CA.** *Project Manager.*

In conjunction with the lead consultant team, QKQK provided environmental assessment, extensive public outreach, maintenance strategies, cost estimating review, existing and proposed project list review and civil and traffic engineering services for the plan development.

### **Maricopa Sun Solar Energy Complex, Maricopa Orchards, LLC – Kern County, CA.** *Project Manager/Principal-in-Charge.*

Led the preparation of environmental and planning studies (biota, wetland, traffic, geological, cultural, air quality, aesthetics, water supply assessment, and flood studies) covering 6,046 acres necessary for the CEQA processing of a proposed 700 megawatt (MW) solar photovoltaic (PV) power generation facility in Kern County. This project is currently the largest privately funding solar project in the nation and has garnered national attention. The first phase of the project completed in 2016, with subsequent phases ongoing.

### **Habitat Conservation Plan & Environmental Impact Statement, Maricopa Orchards, LLC – Kern County, CA.** *Project Manager/Principal-in-Charge.*

Led the development of a Habitat Conservation Plan (HCP) and an Environmental Impact Statement (EIS) for the permitting process of the proposed 6,046 acre, 700 megawatt (MW) solar complex in Kern County. Coordinating development of the HCP in cooperation with the USFWS. Upon completion of the HCP, managed a separate QKQK team who developed the EIS under direction of the USFWS. Oversaw regulatory permitting and coordination with local, state, and federal agencies. All approvals were obtained in November of 2014. Subsequent updates are underway.

### **Solar Facility Project, 8Minutenergy – Madera County, CA.** *Project Manager/Principal-in-Charge.*

Managed the completion of a Conditional Use Permit (CUP) Application Package consisting of Operational Statement, Site Plans and an Initial Study; a Biological Constraints Analysis, Wetland Delineation Report and CEQA level biological report, Air Quality/ISR Studies and Environmental Assistance for the proposed development of a 90 megawatt (MW) photovoltaic (PV) solar project consisting of 458 acres in eastern Madera County. The project is approved and in the pre-construction survey and geotechnical phase as of 2017.

### **Kern Solar Project ALTA and Survey Services, Private Client – Kern County, CA.** *Project Manager.*

Managed a comprehensive array of surveys (ALTA and the associated field surveys, record of surveys, conservation easements, parcel maps and lot line adjustments) to provide the client of a large scale (7,500+ acre) solar project with the most efficient and economical approach to obtaining critical project data. Facilitated collaboration between the project team and Client to establish the optimum mix of services tailored to meet



the specific needs of the client and the agencies in the most economical manner.

**Solar Farm/Wildlife Mitigation Bank, Private Client – Fresno County, CA. *Project Manager.***

Managing this multi-disciplined project, including ALTA survey, biological reconnaissance, extensive biological surveys, environmental assessment, permitting, site planning and engineering design, for the development of a 1,400+ acre solar farm in Fresno County. The key to this current project is to produce an environmental mitigation bank alongside a solar farm within the confines of the project site. Coordinating multiple disciplines and navigating the regulatory permitting required by local, state, and federal agencies.

**Solar Facility Project, Private Client– Fresno County, CA. *Project Manager.***

Managed the completion of a Conditional Use Permit (CUP) Application, Williamson Act (cancellation) Application, Operational Statement, Biological Constraints Analysis, Cultural Resources Constraints Analysis, and Environmental Assistance for a 175 megawatt (MW) photovoltaic (PV) solar project consisting of approximately 950 acres located near Five Points within the County of Fresno. Provided representation at CUP and cancellation public hearings.

**Solar Facility Project, Private Client – Fresno County, CA. *Project Manager.***

Managed the completion of a Conditional Use Permit (CUP) Application Package consisting of Williamson Act (cancellation) Application, Operational Statement, Site Plans and an Initial Study; a Biological Constraints Analysis and CEQA level biological report, Air Quality/ISR Studies and Environmental Assistance for the proposed development of an 8 megawatt (MW) photovoltaic (PV) solar project consisting of approximately 80 acres in west Fresno County near Mendota.

**Yosemite Springs Bridge Replacement, County of Madera – Coarsegold, CA. *Project Manager.***

Managing environmental services relating to the preparation of an updated environmental document for a bridge replacement over Coarsegold Creek in the foothills of Madera County. The project was approved and permitted in 2009. The design was modified in 2011, requiring updated environmental documentation. Managed the preparation of CEQA and NEPA documentation, hydraulic studies, utility coordination, as well as coordinated wetlands delineations, biological surveys, and applications of permits as required for a California Department of Fish and Game 1602 Stream Alteration Permit, a 401 Clean Water Act Permit through the Regional Water Quality Control Board, and Caltrans project approvals for a bridge replacement project.



# Christopher Mynk, AICP

*Principal Planner*

## **AREAS OF EXPERTISE**

- Land Use Planning
- CEQA/NEPA Compliance
- Environmental Planning
- Agency Coordination

## **EDUCATION**

- BS, Community and Regional Planning, Iowa State University, 2004

## **REGISTRATIONS / CERTIFICATIONS**

- Certified Planner, American Institute of Certified Planners (AICP), No. 24114

## **PROFESSIONAL ORGANIZATIONS**

- Member, American Planning Association (APA)

Mr. Mynk joined QK following a position as a senior level planning manager with the Kern County Planning and Natural Resources Department (County Planning). Mr. Mynk served the County for over 12 years with experience in CEQA and NEPA document preparation and mitigation compliance. In his current position, Mr. Mynk manages project entitlement efforts for public agencies and private interests. He prepares and provides technical analysis on environmental documentation relating to a variety of issue areas. Mr. Mynk also advocates on behalf of his clients to ensure the best possible outcome for their projects, including public outreach and interaction with public agencies. His areas of expertise include the California Central Valley, Mojave Desert, Oil and Gas permit processing, commercial scale renewable energy (wind and solar), residential, commercial and industrial development.

## **PROJECT EXPERIENCE**

### **Kern County EIR for Oil/Gas Zoning Amendment, Western States Petroleum Association – Kern County, CA. *Project Manager.***

Supervision of technical consultants; review of the technical studies and all EIR sections. Prepared all Staff Reports, hearing notices and supporting documentation for approval by the Kern County Board of Supervisors.

### **Catalina Renewable Energy Project EIR – County of Kern, CA. *Supervising Planner (County).***

Supervised the preparation of an EIR and MMRP Compliance for the development of a renewable wind and solar project in Mojave, Kern County. The site consisted of 6,739 acres, consisting of 345 privately owned parcels, and would generate a combined total of 350 megawatts of energy. Key issues included aesthetics, biological resources, cultural resources, and land use compatibility.

### **Avalon Wind Project EIR – County of Kern, CA. *Supervising Planner (County).***

Supervised the preparation of an EIR for the potential development of a renewable wind and project in Mojave, Kern County. The site consisted of 7,369 acres, consisting of 736 privately owned parcels, and would generate a combined total of 300 megawatts of energy. Key issues included aesthetics, biological resources, cultural resources, and land use compatibility.

### **FRV Orion Solar Project EIR – County of Kern, CA. *Supervising Planner (County).***

Managed the oversight of CEQA compliance and MMRP review for the development of a photovoltaic solar power electrical generation site on the valley floor in Kern County. The site consisted of 265 acres and would generate 20 megawatts of





energy. Key issues included aesthetics, agricultural land conversion, air quality, and biological resources.

**Alta-Oak Creek Mojave Project EIR – County of Kern, CA.** *Project Manager (County).*

Managed the preparation of an EIR for the development of the largest renewable wind project in California, located in Mojave, Kern County. The site consisted of 9,175 acres and would generate a combined total of 800 megawatts of energy. Key issues included aesthetics, biological resources, cultural resources, hazards to aircraft, transportation issuing during construction, and land use compatibility.

**Morgan Hills Project EIR – County of Kern, CA.** *Supervising Planner (County).*

Managed the preparation of an EIR for the potential development of a renewable wind project in Mojave, Kern County. The site consisted of 3,604 acres and would generate a combined total of 200 megawatts of energy. Key issues included aesthetics, biological resources, cultural resources, and land use compatibility.

**Lower West Wind Project EIR – County of Kern, CA.** *Supervising Planner (County).*

Managed the preparation of an EIR for the development of a renewable wind project in Mojave, Kern County. The site consisted of 185 acres and would generate a combined total of 14 megawatts of energy. Key issues included aesthetics, biological resources, cultural resources, and land use compatibility.

**North Sky River/Jawbone Canyon Projects EIR – County of Kern, CA.** *Supervising Planner (County).*

Managed the preparation of an EIR for the potential development of two renewable wind projects in Mojave, Kern County. The sites consisted of 12,781 acres and would generate a combined total of 339 megawatts of energy. Key issues included aesthetics, biological resources, cultural resources, and land use compatibility.

**FRV Valley Solar Project EIR – County of Kern, CA.** *Supervising Planner (County).*

Managed the oversight of CEQA compliance and MMRP review for the development of three photovoltaic solar power electrical generation sites on the valley floor in Kern County near the cities of Lamont and Arvin. Collectively, the three sites consisted of 1,063 total acres and would generate 115 megawatts of energy. Key issues included aesthetics, agricultural land conversion, air quality, and biological resources.



# Annalisa Perea, AICP, LEED AP-ND

*Senior Associate Planner*

## AREAS OF EXPERTISE

- Project Requirement Compliancy
- Project Visioning/Modeling
- LEED Standards Compliancy
- CEQA/NEPA Compliance
- Client Liaison

## EDUCATION

- BS, City and Regional Planning, Cal Poly, San Luis Obispo, 2010
- Architecture & Urbanism Study Abroad, Universidade Federal do Rio de Janeiro, Brazil, 2008

## REGISTRATIONS / CERTIFICATIONS

- Certified Planner, American Institute of Certified Planners (AICP), No. 29661
- LEED AP (Leadership in Energy and Environmental Design), No. 10659427  
Specialty Path: Neighborhood Development
- Certified Regulation VIII Dust Control Plan Preparer - SJVAPCD

## PROFESSIONAL ORGANIZATIONS

- Area 5 Trustee, State Center Community College District
- Member, Association of Environmental Professionals (AEP)
- U. S. Green Building Council, Board of Directors
- Member, Creative Fresno
- Former Member, Tree Fresno Board of Directors, 2010 – 2011
- Fresno Tower District Design Review Committee
- Leadership Fresno, Class 31, Fresno Chamber of Commerce
- Historical Fresno High Neighborhood Streetscape Committee

Ms. Perea brings expertise in community design and planning, where she maintains a comprehensive and interdisciplinary approach to design that makes her versatile and diverse in her skills. Her experience has spanned the full spectrum from large-scale urban planning assignments to the detailed design of 3D visionary landscape and urban design driven concepts. Ms. Perea has worked in both the private and public sectors, and over the years, has been involved in her community at several levels. She has vast experience with government agency and stakeholder coordination.

She conducts environmental analysis and prepares documentation in compliance with CEQA on a variety of environmental issue areas (e.g., agricultural resources, biology, geology and soils, hazards and hazardous waste, hydrology and water quality, land use and planning, mineral resources, population and housing, public services, recreation, and utilities and service systems). She performs qualitative and quantitative analysis, as well as computerized air quality modeling in support of such documentations. Ms. Perea has prepared numerous CEQA compliance documents for projects including highway and road improvements, residential developments, commercial developments, waste water treatment plants, solar facilities, school facilities, and industrial processing plants.

Ms. Perea brings an interdisciplinary perspective to all of her work, with an understanding on sustainability, innovate designs and socio-economic issues of the urban context.

## PROJECT EXPERIENCE

### **Zoning Amendments – City of Dinuba, CA. Associate Planner.**

Researched and developed new zoning text and revisions to existing zone text. Responsible for overall content, quality and timeline of deliverables for staff report development.

### **Millerton Health Science University EIR, Granville Homes – County of Fresno, CA. Associate Planner.**

Responsible for developing the existing conditions and background sections for the following sections: Population/Housing, Aesthetics, Agriculture, Public Services, Recreation, Land Use. Identifying potential project impacts and for developing mitigation measures to reduce those impacts. Wrote the cumulative and alternative sections. Responsible for overall content, quality and timeline of deliverables for staff report development.

### **Sierra College Master Plan EIR, Sierra College School District – City of Rocklin, CA. Technical Planner.**

Responsible for developing the Aesthetics, Public Services, Recreational Facilities and Population & Housing sections of the



## CONTINUING EDUCATION

- California Governor's Office of Planning and Research (OPR), General Plan Guidelines Update, February 2018
- GHG and Climate Change - AEP Institute, August 2016
- NEPA Workshop, Association of Environmental Professionals, June 2014
- Bicycle Transportation: On-Street Design & Implementation, UC Berkeley, February 2014
- Advanced CEQA Workshop, Association of Environmental Professionals, February 2014
- Principles for LEED Implementation, U.S. Green Building Council, October 2013
- CA Water Law and Policy Update, Madera County, October 2013
- Adaptive Metropolis: User-Generated Public Spaces, UC Berkeley, September 2013

Campus Master Plan EIR. Analysis includes researching the local existing setting and regulations as they pertain to each section of the EIR. Each section was then analyzed in the EIR based upon the potential impacts that will be caused by the proposed campus Master Plan.

### **Buena Vista I EIR – Merced County, CA. Project Planner.**

This project involved the preparation of an EIR for the proposed Buena Vista I Subdivision located in Planada in western Merced County. The proposed development includes a 45.7-acre residential subdivision consisting of 211 single-family residential lots ranging from 5,000 to 6,000 square feet and a 2.21-acre park. The remaining 14.3-acre portion of the site would be developed according to the Planada Community Plan designation of Business Park (BP).

### **Tulare County Animal Confinement Facilities Plan and Dairy and Feedlot Climate Action Plan Draft Program EIR – County of Tulare, CA Assistant Planner**

Aided in the preparation of various technical sections of the Draft Program Environmental Impact Report of the Animal Confinement Facilities Plan for the County of Tulare that would revise the way dairies are regulated by the County of Tulare.

### **CaliCheese EIR – City of Tulare, CA. Project Planner.**

Assisted with the preparation of an EIR required for the construction and operation of a cheese production plant. The project facilities would produce 432,000 pounds per day of cheese, and associated byproducts, from approximately 4 million pounds per day of milk, in a 300,000 sq. ft. building. Managed sub-consultants and provided client coordination.

### **Madera Travel Center EIR – City of Madera, CA. Project Planner.**

Assisting with preparing an EIR for the Madera Travel Center. The project includes a 10,200 sq. ft. travel center, a 50 seat Carl's Jr. restaurant, a 12,000 sq. ft. tire center, an 80 room hotel, and a 50,000 sq. ft. RV/boat/self storage area in the City of Madera, CA.

### **Urban Greenways, Parks and Open Space Master Plan Initial Study/Negative Declaration – City of Wasco, CA. Associate Planner.**

Responsible for conducting the CEQA review for compliancy of the City of Wasco's Urban Greenways, Parks and Open Space Master Plan. Analyzed how the proposed project would affect population and housing within the City of Wasco. Responsible for maps/graphics development and overall content, quality and timeline of deliverables for staff report development.

### **Elementary School Initial Study/Mitigated Negative Declaration, Panama-Vista Union School District – City of Bakersfield, CA. Technical Planner.**

Responsible for preparation of environmental analysis for CEQA compliance for the following sections: Aesthetics, Agriculture and Forest Resources, Air Quality, Biological Resources, Cultural Resources, Geology/Soils section, Green House Gas Emissions, Hazards, Hydrology, Land Use, Mineral Resources section, Noise, Population and Housing, Public Services, Recreation, Transportation and Utilities sections of the Mitigated Negative



Declaration.

**Wastewater Treatment Plant Initial Study/Mitigated Negative Declaration, City of Sanger – Sanger, CA. *Technical Planner.***

Responsible for preparation of environmental documentation for CEQA compliance for the Cultural Resources section, Geology/Soils section, Mineral Resources section and Recreation section of the Mitigated Negative Declaration.

**Manor Street Bridge Regulatory Permitting Compliancy, WKE, Inc. – Bakersfield, CA. *Compliancy Coordinator.***

Responsible for preparation of environmental analysis for CEQA compliance for the following sections: Aesthetics, Agriculture and Forest Resources, Air Quality, Biological Resources, Cultural Resources, Geology/Soils section, Green House Gas Emissions, Hazards, Hydrology, Land Use, Mineral Resources section, Noise, Population and Housing, Public Services, Recreation, Transportation and Utilities sections of the Mitigated Negative Declaration.

**Clovis Senior Living Facility Air Quality and Greenhouse Gas Reports, Sigala, Inc. – Clovis, CA. *Project Planner.***

Technical planner for the development of the air quality and greenhouse gas reports for the 48-unit senior living community. Conducted CalEEMod modeling and wrote analysis sections of reports. Added the necessary project design mitigation measures to ensure that the project was in compliance with the San Joaquin Valley Air Pollution Control District's regulations.

**Madera County 2014 RTP EIR – County of Madera, CA. *Project Planner.***

Preparation of the updated Biology and Cultural Resources sections of EIR for the 2014 Madera County Regional Transportation Plan.

**Environmental Compliance for Bridge Projects – County of Madera, CA. *Project Planner.***

Responsible for the preparation of Initial Studies and Mitigated Negative Declarations in association with three bridge improvement projects proposed in rural portions of Madera County.

**Oakhurst Connector Roadway and Bridge Project IS/MND – County of Madera, CA. *Project Planner.***

Prepared an IS/MDN for a proposed project in the community of Oakhurst that included an expansion from a two-lane to a four-lane along State Route 41 in the business district, and the addition of a "connector" roadway from SR 41 to Indian Springs Road. The project also included a bridge along the connector, located in a riparian area along the Fresno River, as well as a round-about near the southern terminus of the project.

**Corcoran Well Project IS/MND – City of Corcoran, CA. *Project Planner.***

Prepared an Initial Study/Mitigated Negative Declaration in compliance with CEQA for a proposed well installation within the City of Corcoran. The well is proposed within an existing water line from other wells to the water treatment facility.



# Harry A. Tow, PE

## Principal Planner/Principal Engineer

### AREAS OF EXPERTISE

- Environmental Compliance
- Environmental Documentation
- Master Planning
- Municipal Engineering
- Economics & Financial Analysis
- Water Supply/Water Quality

### EDUCATION

- MS, Civil Engineering, University of Southern California
- BS, Civil Engineering, University of Southern California

### REGISTRATIONS / CERTIFICATIONS

- Registered Civil Engineer, State of California, No. 8891
- Certified Sanitary Engineer and Diplomate, American Academy of Environmental Engineers

### PROFESSIONAL ORGANIZATIONS

- Member, American Public Works Association (APWA)
- Member, American Planning Association (APA)
- Member, Water Environment Federation (WEF)
- Member, American Society of Civil Engineers (ASCE)
- Member, American Academy of Environmental Engineers & Scientists (AAEES)

### AWARDS / RECOGNITION

- 2018 Hall of Fame Inductee, College of the Sequoias (COS), Visalia, CA
- 2016 Outstanding Civil Engineer – Private Sector, American Society of Civil Engineers (ASCE), Region 9

Mr. Tow has more than 60 years' experience in the fields of engineering and planning. He formerly served as Public Works Director/City Engineer and City Manager for the City of Visalia City Engineer for Santa Barbara, Lemoore and Farmersville, and as a member of the State Water Resources Control Board. Mr. Tow has served as a Principal Engineer/Planner with QK for more than 45 years. He has participated in and directed such complex and diverse projects as general and specific plans and development proposals for various cities, counties and private sector clients; economic development plans for downtown improvement districts; environmental assessments; market feasibility studies for both commercial and residential development proposals; public agency organizational and management studies; design of public improvements for industrial, commercial, and residential developments; and capital facilities master plans for public facilities. Because of Mr. Tow's unique background, he has been instrumental in establishing the firm's reputation as an effective, implementation-oriented resource for its clients.

Mr. Tow has knowledge regarding Kern County water issues and agencies, is familiar with the State's SGMA program and Kern Basin participation in that basin and has recently completed Kern County water supply assessments both in the Valley and in the adjudicated Kern County area east of the Sierras.

### PROJECT EXPERIENCE

**Update to Water Supply Assessment, Tract 5430, "Millerton New Town," California Health Sciences University – Fresno County, CA.** *Principal Planner/Engineer.*

Prepared for (2014) the County of Fresno Department of Public Works and Planning.

**SilverTip Resort Village EIR – Fish Camp, CA.** *Principal Planner/Engineer.*

Water supply and storm drainage calculations, EIR support.

**Sierra Sky Ranch – Oakhurst, CA.** *Principal Planner/Engineer.*

Water supply analysis and water rights acquisition, design of wastewater disposal facilities.

**City of Tehachapi – CA.** *City Engineer.*

As City Engineer, designed water supply, water distribution, and wastewater disposal facilities.

**Bear Valley Springs Community Services District – Tehachapi, CA.** *Principal Engineer.*

Evaluation of road conditions, road maintenance program, and roads financing.

**Camp San Joaquin – Tulare County, CA.** *Principal Engineer.*

As Camp Board Chair, redesign of water supply and wastewater facilities (at 7,700 elevation forest camp).

**City of Plymouth – CA.** *Principal Planner/Engineer.*





- 2016 Outstanding Lifetime Achievement Award, American Society of Civil Engineers (ASCE), Fresno Branch
- 2015 Distinguished Citizen Award, Sequoia Council - Boy Scouts of America

Environmental analysis (EIR, EIS) of water supply (dam, distribution system) and wastewater facilities.

**South Lake Tahoe Public Utilities District – South Lake Tahoe, CA.** *Principal Planner/Engineer.*

Environmental analyses water and wastewater facilities (participation in EIR preparation).

**Tulare Campus Environmental Impact Report, College of the Sequoias – Tulare, CA.** *Principal Planner/Engineer.*

Managed the preparation of an EIR for the proposed construction of a new college farm and satellite instructional facility on a 450-acre site for the College of the Sequoias.

**Paso Robles North East Specific Plan Environmental Impact Report – Paso Robles, CA.** *Principal Planner.*

Assisted with preparation of a Draft EIR and participated in Specific Plan development for a major annexation to the City in 1993. The project was abandoned by the City during plan preparation.

**Environmental Analysis of Municipal Facilities – Delano, Wasco, Tulare, Stockton, CA.** *Project Manager.*

Performed environmental analyses for the cities of Hanford, Delano, Wasco, Tulare and Stockton as well as for the South Lake Tahoe and Lost Hills Public Utilities Districts.

**Groundwater Conservation Program Environmental Evaluation, Angiola Water District – Tulare and Kings Counties, CA.** *Principal Planner/Project Manager.*

Currently directing this evaluation process for complex, multi-agency approval.

**Knighton & Churn Creek Commons Retail Center Environmental Impact Report – County of Shasta, CA.** *Quality Assurance/Quality Control.*

An EIR for the proposed development and operation of a commercial retail, dining, entertainment and lodging center located at the northeast corner of the Knighton Road and Interstate Highway 5 interchange on approximately 92 acres.

**Planning Services – City of Fresno, CA.** *Principal Planner/Engineer.*

Completed a water supply assessment and a water rate study for the City of Fresno. Also completed regional transportation studies for Fresno COG.

**Engineering and Planning Services – City of Coalinga and Fresno County, CA.** *Principal Engineer/Planner.*

Provided preliminary engineering for an industrial park in the City; completed a water supply assessment and a water rate study for the City of Fresno; completed regional transportation studies for Fresno COG.

**Infrastructure Management – California.** *Project Engineer/ Project Manager.*

Provided engineering and environmental analysis services for major public facility and infrastructure development projects. Representative projects include: the City of Bakersfield's 25-square mile Rio Bravo annexation, the Los Angeles Department of Water and Power's San Joaquin Valley Nuclear



Project, West Bakersfield Sewerage Project, and the South Lake Tahoe Airport Expansion project.

**Chevron Land Company/W.M. Lyles Company – Kern County, CA.** *Principal Engineer/Planner.* Directed the design and environmental analysis of a major industrial park located on the site of a Chevron tank farm in north Bakersfield. Assisted in securing development permits and oversaw infrastructure construction.

**Contract Engineering Services – City of Lemoore, CA.** *City Engineer.*

Serving as contract City Engineer – for past 13 years. Providing municipal/traffic/wastewater engineering, water production, highway design, environmental management, project management, construction engineering, assessment district engineering, grant program assistance, transportation planning, flood control and storm drainage design, land development regulation, surveying, ordinance development and administration.

**City of Los Angeles, Morro Bay/Atascadero JRA, Shell Beach, City of Fresno, City of Visalia, City of Santa Barbara, Goleta Sanitary District – California.** *Principal Planner/Engineer.*

Provided operation, design, construction, inspection, and operations analysis of wastewater treatment facilities.

**Waste Water Treatment Plant (WWTP) Environmental Documentation – Placerville, Plymouth, Paradise, Visalia, Reedley, Sanger, Porterville, Tulare, Corcoran, CA.** *Project Manager.*

Prepared environmental documents for the cities of Reedley, Sanger, Porterville, Tulare, and Corcoran WWTP facilities projects.

**City of Los Angeles, Department of Water and Power – Los Angeles, CA.** *Principal Planner.*

Directed the preparation of a 4,400 megawatt nuclear power plant EIR to be located in northwest Kern County. Project analysis included all CEQA components and encompassed approximately three years of service to the Department (project was abandoned after a County-wide plebiscite).

**J.G. Boswell Company.** *Project Planner.* Environmental analyses of food processing facilities in Corcoran area and of major mixed use development in Yokohl Valley.

**Fresno, Tulare, Kings, Kern Counties.** *Principal Planner.* Environmental analyses, water supply assessments involving the Kern, Kaweah, Kings and San Joaquin Rivers, multiple dairy EIRs.

**Los Angeles Department of Water and Power.** *Principal Planner.* An EIR for a 4,800 megawatt nuclear power project in the Wasco area.



# Jaymie L. Brauer

## *Principal Planner*

### **AREAS OF EXPERTISE**

- Environmental Planning
- Land Use/Permitting
- CEQA/NEPA Compliance
- Agency Coordination
- California Department of Education Title 5 Requirements

### **EDUCATION**

- MA, Anthropology (Zoology minor), University of Texas, Austin. 1985
- BA, Anthropology (English/Biology minors), Purdue University, West Lafayette, Indiana (with Honors) 1981

### **PROFESSIONAL ORGANIZATIONS**

- Member, Association of Environmental Professionals (AEP)

Ms. Brauer currently serves as a Principal Planner following a position as a senior level Planner with the Kern County Planning and Community Development Department (Planning), a position she held for almost seven years. While working in Planning's Operations Unit, Ms. Brauer worked at the County's planning counter handling questions and issues related to land use permits and zoning. She also successfully managed a number of industrial and commercial projects requiring General Plan Amendments, Zone Changes, Precise Development Plan, Conditional Use Permits, as well as Parcel Maps and Lot Line Adjustments. Her duties included application review and processing, applicant correspondence and communication, writing staff reports, as well as participating in Kern County Planning Commission and Board of Supervisor hearings.

Ms. Brauer has over 10 years of experience with CEQA compliance, and manages environmental documentation efforts for public agencies and private interests. She has worked as a Project Manager on a number of large projects involving the preparation of CEQA documents such as Environmental Impact Reports (EIR), Addendum EIRs, and Mitigated Negative Declarations (MND), and her specialties include Central Valley issues such as road improvement/highway safety, renewable energy, municipal infrastructure, and waste recycling/industrial projects. She has also worked on NEPA documents such as Environmental Impact Statements (EIS) and Environmental Assessments (EA). Key tasks and responsibilities included project management and supervision of technical experts and consultants, as well as preparation of environmental documents, and development of mitigation measure monitoring and compliance.

Ms. Brauer performs qualitative and quantitative analyses, technical review of EIRs, reports and studies, prepare reports and presentation of project analysis to decision-makers. Ms. Brauer advocates on behalf of her clients and has worked closely with consultants, responsible and trustee agencies, and County Departments to facilitate the successful completion of projects. She has also conducted staff training on EIR processing, CEQA, etc.

Ms. Brauer's diverse professional experience and education has provided her with considerable knowledge of cultural, biological, utility, hazards and environmental compliance issues.

### **PROJECT EXPERIENCE**

**Utility Scale Solar Projects, E-ON Energy – Kern County, CA.** *Project Manager/Lead Author.*

Providing ongoing land use and permitting services to the client for solar facilities and gen-tie transmission. Responsibilities



include: drafting addendum EIR for the County of Kern supervising technical staff, reviewing technical reports.

**Madera Travel Center EIR - City of Madera, CA. Senior Planner/Author.**

Prepared several sections of this full-scope EIR for a proposed Travel Center along State Route 99 in the City of Madera. This project included a tentative subdivision map, of which approximately 26 acres will be developed with a hotel, a travel stop and tire shop, two restaurants, storage for boats and RVs, and other accommodations. Reviewed the technical documents for traffic, noise, cultural resources, and wrote the related sections of the EIR.

**Angiola Water District Groundwater Land Retirement/Groundwater Conservation Easement Program – Tulare County, CA. Senior Planner/Lead Author.**

Drafted the NOP/IS for the Angiola Water District and will direct the preparation of the subsequent EIR relating to a program to prohibit groundwater usage for farming activities.

**Maricopa Sun Solar Energy Complex, Maricopa Orchards, LLC. – Kern County, CA. Senior Planner/Lead Author.**

Coordinated technical studies and drafted the Addendum EIR for the County of Kern. Drafted Environmental Justice Section of the associated EIS document.

**Kern County EIR for Oil/Gas Zoning Amendment, Western States Petroleum Association – Kern County, CA. Senior Planner.**

Assisting with management of technical consultants; review of the technical studies and QA/QC of all EIR sections. Aiding in coordination with Kern County staff.

**California Health Sciences University, Millerton Campus and Amendment to the Millerton Specific Plan – Fresno County, CA. Senior Planner/Contributing Author.**

Responsible for drafting three sections (cultural resources, hazards and hazardous materials, and soils) of the EIR for the project in Fresno County.

**Dominion Energy Utility Scale Solar Projects – Kern County, CA. Project Manager/Lead Author.**

Providing ongoing land use, permitting and compliance services to the client. Responsibilities include: drafting addendum EIR for the County of Kern, supervising technical staff, reviewing technical reports, drafting EIR sections, reviewing all EIR sections as well as Findings, Statement of Overriding Consideration and Mitigation Measures. Oversees the implementation of mitigation monitoring and compliance activities.

**Infigen Energy USA Utility Scale Solar Projects – Kern County, CA. Project Manager/Lead Author.**

Providing ongoing land use and permitting services to the client. Responsibilities include: drafting addendum EIR for the County of Kern supervising technical staff, reviewing technical reports, drafting EIR sections, reviewing all EIR sections as well as Findings, Statement of Overriding Consideration and Mitigation Measures. Oversees the implementation of mitigation monitoring and compliance activities.



**Utility Scale Solar Projects – Kern County, CA. Senior Planner/Lead Author.**

Providing ongoing land use permitting and compliance services to the client. Responsibilities include: supervising technical staff, reviewing technical reports, drafting EIR sections, reviewing all EIR sections as well as Findings, Statement of Overriding Consideration and Mitigation Measures.

**Various Other Environmental Impact Report Projects, Kern County Planning and Community Development Department – Bakersfield, CA. Project Manager/Senior Planner.**

Served as Project Manager and County Staff Planner for the following approved EIR projects:

- Liberty V Biofuel Energy Center: 162 ac waste-to-energy gasification plant
- Lerdo Jail- Justice Facility Project: \$100 million County jail expansion
- McKittrick Class II Landfill Expansion: 90-acre non-hazardous waste landfill expansion
- Lost Hills Solar by NextLight: 372-acre solar, 32 MW solar project
- Maricopa Sun Solar Project: 6,167-acre, 700 MW solar entitlement project
- Addendum EIR
- Valley Solar Project by enXco: 190-acre, 27 MW solar project
- Taft SW Landfill Expansion: 161-acre, Class 3 landfill expansion project
- Beacon Photovoltaic Project: 2,301-acre, 250 MW solar project
- FRV Valley Solar by SunEdison: 1,063-acre, 95 MW solar project
- Old River One Solar by Recurrent Energy: 190-acre, 20 MW solar project

**Various Initial Study/Mitigated Negative Declaration Projects, Kern County Planning and Community Development Department – Bakersfield, CA. Project Manager/Senior Planner.**

Served as Project Manager for the following approved MND projects:

- PAM/Brady Industrial Development: 20 ac industrial park
- Kearney Mesa Commercial Development: 51,900 sf commercial center
- FireQuick Industries: 76 ac industrial development
- Painted Rock Lodge: 58,000 sf resort hotel
- San Joaquin Skydiving School: 183 ac project
- Chevron Brightfield Solar: 2 MW
- Meadows Field Airport Solar Array: 750 KW
- Triassic Winery: 20 ac vineyard and a 3,700 sf tasting room



### Areas of Expertise

- Cultural resource management
- Prehistoric archaeology
- Project management

### Years of Experience

- 26

### Education

Ph.D., Anthropology, Southern Methodist University, 2003

M.A., Anthropology, Southern Methodist University, 1995

B.A., Anthropology, University of California, Davis, 1989

### Registrations/Certifications

- Register of Professional Archaeologists (2004)

### Permits/Licensure

- Principal Investigator, California BLM Statewide Cultural Resources Use Permit CA-15-29
- Crew Chief, Nevada BLM Statewide Cultural Resources Use Permit N-85878

### Professional Affiliations

- Society for American Archaeology
- Society for California Archaeology

### Recent Professional Experience

2000– President (2015– ), Regional Manager (2012–2014), Assistant Division Manager (2010–2011), Senior Archaeologist (2000– ), Applied EarthWorks, Inc., Fresno, California

### Technical Qualifications

Dr. Clark Baloian has been involved in cultural resource management in California since 1987.. As a Senior Archaeologist, Dr. Baloian directs professional staff and subcontractors and provides quality assurance for all project work. She administers both large, complex, multiyear, multiphase projects as well as smaller, single-phase projects.

### Recent Project Experience

**Replacement of Bridges 42C0066 and 42C0067 over James Bypass, Fresno County, California.** Project Manager/Principal Investigator (2015–2016). Directed archaeological survey and Extended Phase 1 investigations as well as preparation of the reports for submittal to California Department of Transportation. Client: County of Fresno.

**Replacement of Bridge 42C0099 over Sand Creek, Fresno County, California.** Project Manager/Principal Investigator (2015–2016). Directed archaeological survey of proposed workspace and preparation of the inventory report for submittal to California Department of Transportation. Client: County of Fresno.

**Central Valley Power Connect Project, Fresno, Madera, and Kings Counties, California.** Project Manager/Principal Investigator (2014–2016). Directed cultural resources survey and evaluation and paleontological inventory of 70 miles of proposed transmission line and extra work areas on private land. Designed and implemented the inventory efforts and evaluation of the proposed and alternative routes, responsible for the preparation of the technical reports, including archaeology, historical built environment, and paleontology. Client: Stillwater Sciences for Pacific Gas and Electric Company.

**Leprino Switching Station Project, Kings County, California.** Principal Investigator (2015–2016). Oversight of testing and evaluation of historical deposit found during construction monitoring. Client: Stillwater Sciences for Pacific Gas and Electric Company.

**Replacement of Bridge 42C0078 over Jacalitos Creek, Fresno County, California.** Project Manager/Principal Investigator (2015). Directed archaeological survey and Extended Phase 1 investigations as well as preparation of reports for submittal to California Department of Transportation. Client: County of Fresno.



## **Erik O. Ruehr, P.E.**

Director of Traffic Engineering

### **Professional Summary**

**Erik Ruehr**, Director of Traffic Engineering with VRPA Technologies, Inc., has over thirty years of experience in traffic engineering and transportation planning. Prior to joining VRPA, Mr. Ruehr worked with JHK & Associates, BRW, and the Toledo Metropolitan Area Council of Governments. Mr. Ruehr's experience covers a broad range of traffic engineering and transportation planning specialties. He has extensive experience in the preparation of traffic forecasts for regional transportation plans, corridor studies, and traffic impact analyses and has applied traffic forecasts in a variety of planning, operational, and design projects. Mr. Ruehr's traffic engineering experience includes Intelligent Transportation Systems, traffic signal systems, traffic engineering design, traffic signal timing, and parking. He is a registered as a Civil Engineer and Traffic Engineer in California and as a Professional Engineer in Washington, Oregon, Minnesota, and Florida. Mr. Ruehr has served with the Transportation Research Board's Highway Capacity Committee and has contributed to the 2000 and 2010 versions of the Highway Capacity Manual. Currently, Mr. Ruehr is leading the Institute of the Transportation Engineers (ITE) as the Chair of the California SB 743 Task Force. Under Mr. Ruehr's leadership, the statewide task force is to keep California ITE member informed of the SB 743 legislation and to work with the California Governor's Office of Planning and Research (OPR) to create effective SB 743 guidelines that will support the goals of SB 743 while making the most efficient use of available tools and resources. As current chair of the SB 743 Task Force, Mr. Ruehr is responsible for leading a diverse group of transportation engineers and planners in preparing revised Transportation Impact Study Guidelines for the San Diego Regional to incorporate changes to be implemented by SB 743. The group includes members from the San Diego Association of Governments, Caltrans, San Diego County, the Cities of San Diego, San Marcos, and Santee as well as local consultants and outside stakeholders.

### **Professional Qualifications**

#### **Education**

- University of Michigan, Ann Arbor 1980-1981, Master of Science in Engineering (Civil Engineering)
- University of Michigan, Ann Arbor 1976-1979, Bachelor of Science in Engineering (Civil Engineering)

#### **Registration**

- California, Civil Engineer, 1983
- California, Traffic Engineer, 1986
- Institute of Transportation Engineers, Professional Traffic Operations Engineer, 2007

#### **Professional Affiliations**

- Institute of Transportation Engineers (ITE), Fellow 2007-2011; Member 1992-2007; Associate Member 1981-1992; Student Member 1979-1981; President, California Border Section, 1999-2000;
- ITE Western District Chair of California Senate Bill (SB) 743 Task Force
- Technical Program Chair, ITE District 4 Annual Meeting, Minneapolis, 1990
- Local Arrangements Committee, ITE District 6 Annual Meeting, San Diego, 2000

# Ronald W. Hunter

*Managing Principal Consultant - Bakersfield Office*



## AREAS OF SPECIALIZATION

- Project Management / Project Director
- California Environmental Quality Act (CEQA) Compliance
- National Environmental Policy Act (NEPA) Compliance
- CEQA/NEPA Environmental Impact Reports/Studies
- Air Quality Impact Analyses
- Land Development & Resource Planning
- Acquisitions & Divestitures
- Municipal Agency Support – Air Quality Issues
- Property Assessments - Phase I ESAs
- Air Quality Permitting and Compliance
- Environmental Compliance Auditing
- Regulatory Applicability and Compliance Support
- Public Involvement and Participation Support
- Private Airstrip Development and Permitting
- Advocacy

## EDUCATION

B.A., Sociology, Political Science - California State University  
Texas A&M University Inland Spill Control School  
Environmental Law - University of Denver, College of Law  
(Extensive studies)

## REGISTRATIONS

California Registered Environmental Assessor (No. 00858)  
Registered Environmental Property Assessor (No. 930480)  
listed with the National Registry of Environmental Professionals (supersedes the California REA program).

## CERTIFICATIONS

National Panel of Consumer Arbitrators – Certified Arbitrator  
40-Hour Hazwoper Certified

## ASSOCIATIONS

Air & Waste Management Association (Former Chairman, – Golden Empire Chapter)  
Western States Petroleum Association – Associate Member  
Association of Environmental Professionals  
National Registry of Environmental Professionals

## SUMMARY OF EXPERIENCE

Mr. Hunter has been a Registered Environmental Assessor and Registered Environmental Property Assessor for over 30 years and serves as Managing Principal Consultant and Project Manager on multimedia environmental compliance programs, air quality impact analyses and land acquisition and divestiture projects.

He has extensive experience in all phases of environmental compliance systems and programs including state and federal compliance management protocols. Mr. Hunter's primary focus is assisting clients with California Environmental Act (CEQA) and National Environmental Policy Act (NEPA) compliance, including Air Quality Impact Analyses, Greenhouse Gas reduction strategies, preparation of air quality documentation in EIRs and Development and Resource Planning for large, commercial, industrial, public utility, power generation and distribution, alternative energy (solar) and residential client projects.

Mr. Hunter, has assisted local planning agencies throughout California in the development of restrictive land-use policies and regulation based on science and technology. These policies and regulations have been beneficial to local communities while protecting commercial business operations that have been surrounded by encroaching developments. He is adept at taking technical issues and results regarding air quality impacts and presenting these materials to communities such that the issues and proposed resolutions are readily understood - focusing on an end-result that is favorable to all concerns.

Mr. Hunter also has extensive experience representing major clients on EPA Superfund sites' Potentially Responsible Party (PRP) negotiations while implementing negotiated settlements, Consent Decrees and remediation plans with federal, state and local agencies.

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## **TECHNICAL EXPERTISE**

**CEQA / NEPA Compliance.** Mr. Hunter has over 30 years project management experience with California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Environmental Justice, AB 32, AB 2588 and other federal, state and local rules and regulations. As senior technical advisor and, he supports the preparation of Initial Studies, Negative Declarations, Mitigated Negative Declarations and Draft Environmental Impact Reports (EIR) for agricultural operations, food processing, oil and gas, chemical manufacturing, residential, commercial, mixed use and major industrial projects pursuant to both CEQA and NEPA.

**CEQA Air Quality Impact Assessment.** Mr. Hunter has conducted, managed and peer reviewed 1,000s of air quality impact analyses to verify compliance with the CEQA. He directs analysis of criteria air pollutants, greenhouse gases and air toxics as well as negotiates with Lead Agencies, project applicants, air districts and local engineering and development firms. He has completed quality impact analyses and models for a wide range of projects including residential, industrial, commercial, retail, public works, oil and gas, public utility, power generation and distribution and public policy projects throughout California. He recently managed an extensive revision to the California Emissions Estimator Model (CalEEMod) program and has extensive experience with emissions models and land-use issues posed by air quality impacts.

**NEPA Environmental Impact Studies (Air Quality/HRA).** Mr. Hunter recently directed and managed the completion of the Air Quality Impact Analysis and Health Risk Analysis for a multi-faceted repair and reconstruction project for one of the largest earthen dams in California. This project was completed under the direction of the U.S. Army Corps of Engineers and included evaluation of construction, repair and operations impacts for all criteria pollutants, Greenhouse gasses and health risk issues for multiple scenarios. The completed studies were the technical documents supporting the Environmental Impact Study prepared by the Corps.

**Land-Use Restrictive Ordinance Development.** Mr. Hunter has assisted a number of planning agencies in the design and implementation of various land-use ordinances and restrictive use regulations through the demonstration of air quality and health risk impacts associated with various activities. He prepared an extensive air quality impact analysis of a proposed planning ordinance that restricted development of area hillsides resulting in the successful passage of the local planning ordinance. He has provided expertise in the development of planning ordinances restricting commercial growth, processing and distribution of cannabis based on established scientific air quality and nuisance measurement techniques. Mr. Hunter has also assisted local government agencies in settling nuisance odor issues through the development of land-use restrictions and has presented the results of the associated technical studies at public forums in impacted neighborhoods.

**Multimedia Environmental Compliance Audits.** Mr. Hunter has proven expertise in organization and management of audits at various industrial facilities. As project manager, determines compliance with local, state and federal requirements for hazardous waste management, wastewater discharges, accidental release program, risk management, emergency response, spill prevention control and countermeasure plans (SPCC), recyclable materials, toxic release inventory and hazardous material inventory. He has conducted environmental compliance audits covering manufacturing facilities, oil and gas operations, various recycling operations as well as large and small remediation sites.

**Nuisance Odor Monitoring and Control Program Evaluation** – Mr. Hunter managed a top-down evaluation of the mechanical and operational odor control programs for one of the largest rendering plants in California. The evaluation was conducted under contract to a municipal planning and community development department in response to public nuisance complaints. The facility's methods of control were critically evaluated based on current industry standards and a Corrective Action Plan was developed for implementation by the facility and enforcement by the municipality. The results of the technical review were presented to the city's affected



**Ronald Hunter**  
Managing Principal Consultant



constituents at a public meeting resulting in improved operations at the rendering facility and significant reduction in nuisance complaints from the public.

**Title V Permitting and Compliance.** He has managed and led large-scale efforts to examine several clients' ability to comply with Title V of the Federal Clean Air Act that have included reviewing over 20,000 permit conditions. He managed and led a team of technical experts in a compliance audit of one of the largest oil and gas production operations in California while developing Corrective Action Plans based on the audit findings.

**Emissions Permits.** He has prepared and submitted numerous applications for emissions permits before the U.S. EPA as well as regulatory agencies in California, Texas, Louisiana, Oklahoma, Kansas and Montana and has negotiated resource production, permit conditions and environmental compliance issues with a number of Native American Indian Tribes including the Southern Ute, Jicarilla Apache and Navaho

**Power Generation and Distribution.** Mr. Hunter has managed and conducted numerous studies regarding the air quality impacts posed by the construction and operation of various sizes of electrical generating facilities (both fossil fired and photovoltaic solar arrays) as well as the siting and construction impacts for ancillary distribution lines serving these projects. Fossil-fired plants up to 49MW and solar power facilities up to 15,000 acres and over 1 million panels have been included in this work.

**Litigation and Settlements.** Mr. Hunter has negotiated numerous settlements with various regulatory agencies including the U.S. EPA, Oklahoma Corporation Commission, Kansas Department of Health and Environment, Louisiana Department of Environmental Quality, South Coast AQMD and Santa Barbara, Ventura and San Joaquin Valley Unified APCDs. Mr. Hunter has experience in the litigation of CERCLA cost-recovery cases, including *de minimis* settlement negotiations with the EPA and cost allocation among potentially responsible parties (PRPs). He also has experience in civil litigation, having directed counsel and provided technical and regulatory advice in depositions and discovery. He has participated in, conducted and directed mediation and settlement of numerous environmental matters.

**Phase I Environmental Site Assessments.** Mr. Hunter has conducted many Phase I Environmental Site Assessments throughout California, Texas, Oklahoma, Kansas and Louisiana. These have ranged from single parcels to multi-section developments covering thousands of acres, commercial and industrial sites including oil and gas production facilities, cogeneration plants, farming operations, dry cleaners, oilfield chemical supply facilities, milling operations, machinery shops, food processing facilities, and others. These assessments have been completed in compliance with the most current ASTM E1527 standards.

**Environmental Land Management Programs** – Mr. Hunter has managed numerous environmentally impacted properties throughout the western U.S. and specifically in California. These properties were impacted by oil and gas exploration and production operations that had been either abandoned, shut-in or purchased for use as developmental buffer zones. Many of the properties were under negotiated settlement orders with the EPA or California DTSC with much of the surface area being leased out to third parties for grazing or agricultural operations. Mr. Hunter directed a full property management team including accounting, legal, geo-technical, biological and operations personnel to maintain and/or remediate the properties.

**EMPLOYMENT HISTORY**

- 2013 – Present    Trinity Consultants, Inc. / Insight Environmental Consultants
- 1999 – 2013    Insight Environmental Consultants, Inc.
- 1990-1999    ARCO Oil & Gas / ARCO Environmental Remediation
- 1989-1990    U. S. Department of Energy (Elk Hills Naval Petroleum Reserve – Contract)
- 1978 – 1989    Occidental Petroleum Corp.



**WALTER J. VAN GRONINGEN**  
**President**  
**WJV Acoustics, Inc.**

**Experience:**

Mr. Van Groningen is the founding consultant of WJV Acoustics, Inc. His technical skills include the prediction and analysis of aircraft, traffic, railroad and construction noise and the evaluation of community noise problems and litigation support. He has prepared technical noise studies for a variety of projects requiring CEQA or NEPA documentation and has developed noise level criteria and implementation programs for addressing noise-related conflicts and long-range noise compatibility planning. Mr. Van Groningen has particular expertise in preparing traffic noise assessments for federally funded roadway improvement projects using the Caltrans Protocol. Mr. Van Groningen has also prepared general plan noise elements and noise element updates for several California jurisdictions.

Mr. Van Groningen became involved in community noise control in 2005, when he joined the consulting staff at Brown-Buntin Associates, Inc. Since that time, he has conducted short- and long-term aircraft noise monitoring and acoustical testing for federally funded aircraft sound insulation programs and conducted and/or managed numerous environmental noise analyses, including the following:

- Environmental noise assessments addressing aircraft, traffic, rail, commercial, industrial and construction sources for projects requiring CEQA/NEPA documentation. Many of these studies have involved controversial projects and significant public interest in the agency review process.
- Aircraft noise analysis and preparation of noise exposure maps and summary reports for Las Vegas McCarran and Reno-Tahoe International Airports.
- Federally funded school and/or residential sound insulation programs for Los Angeles, Reno-Tahoe, Phoenix Sky Harbor and Anchorage Ted Stevens International Airports.
- General Plan Noise Elements for numerous California jurisdictions.
- Acoustical analyses and noise monitoring for numerous mining operations and construction projects.

**Professional Affiliations:**

- Member, Institute of Noise Control Engineering.
- Member, Acoustical Society of America.

**Software Skills and Certifications:**

- FHWA Traffic Noise Model Certified
- FAA Integrated Noise Model (INM)
- Aviation Environmental Design Tool (AEDT2B)
- Larson Davis Laboratories, AutoCAD, Microsoft Word, Microsoft Excel, SoundPLAN
- SoundPLAN Software & Noise Modeling Seminar

**Education:**

- B.A. Physical/Environmental Geography, Humboldt State University, 1999.
- Post Graduate studies in Hydrology, California State University Chico, 1999-2002.



## **Appendix B - Required Forms**

**EXHIBIT A - DISCLOSURE OF CONFLICT OF INTEREST**

**Project Name: AN ENVIRONMENTAL IMPACT REPORT EVALUATING THE PROPOSED REGULATION AND PERMITTING OF COMMERCIAL CANNABIS ACTIVITIES**

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

Explanation:

Quad Knopf works for developers and other clients who do business with the City of Fresno.

  
\_\_\_\_\_  
Signature

March 4, 2019

\_\_\_\_\_  
Date  
Janel Freeman, CFO  
\_\_\_\_\_  
(name)

Quad Knopf, Inc. (dba QK)  
\_\_\_\_\_  
(Company)

P. O. Box 3699  
\_\_\_\_\_  
(Address)

Visalia, CA 93278

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Additional page(s) attached.

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(City State Zip)

EXHIBIT B - ACKNOWLEDGEMENT OF ADDENDUMS

Project Name: AN ENVIRONMENTAL IMPACT REPORT EVALUATING THE PROPOSED REGULATION AND PERMITTING OF COMMERCIAL CANNABIS ACTIVITIES

Acknowledgement by Respondent

Each Respondent is requested to acknowledge receipt of all addendums by its signature affixed hereto and to file same with and attach to their response to this RFP due by 3 p.m. (PST) January 28, 2019.

These addendums are applicable to the project designated above. It is an amendment to the services and response requested and as such it will be considered part of and included in the contract documents. **All Respondents MUST acknowledge receipt of these addendums by entering the Addendum number, issue date, initials, with a signature in the spaces provided and include this form with their response.**

Addendum No.	Date Issued	Initials
<u>Addendum No. 1</u>	<u>2/20/2019</u>	<u>CBM</u>
<u>Addendum No. 2</u>	<u>2/28/2019</u>	<u>CBM</u>
<u></u>	<u></u>	<u></u>

The undersigned acknowledges receipt of the addendums listed above and in accordance with instructions under the RFP.

Chris B Mynk  
Primary Project Manager Signature

3/1/2019  
Date

Christopher B. Mynk, AICP  
Primary Project Manager Name

Quad Knopf, Inc. (dba QK)  
Prospective Respondent Company





2600 Fresno Street, Third Floor, Room 3043  
Fresno, California 93721-3604  
(559) 621-8003

Jennifer K. Clark, AICP, HDFP  
Director

**ADDENDUM NO. 1**

***An Environmental Impact Report Evaluating the Proposed Regulation and Permitting of Commercial Cannabis Activities***

**NOTICE TO ALL BIDDERS**

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a revised due date of **3:00 P.M., Monday, March 4, 2019**.

All changes and or clarifications will appear in **bold underlined type**.

**Question #1**

In the public notice and RFP for the preparation of an EIR Evaluating the Proposed Regulation and Permitting of Commercial Cannabis Activities, the due date is listed as March 3, which is a Sunday. Is there a corrected date on which the proposals may be due? Also, in correcting the due date, would the City consider extending the deadline? A due date of around March 3 would only be approximately three weeks to prepare a response to the City's RFP, and an additional week or so would be a big assistance in preparing a more comprehensive response.

**Response date will be extended to March 4, 2019 at 3 pm to ensure delivery.**

**Question #2**

Is the City considering doing interviews for this project or is the intent to select directly from the proposals?

**The City intends to select directly from the proposals.**

**Question #3**

The anticipated timeline on page 5 of the RFP indicates a 3 month period for the preparation of the EIR (April 2019 – June 2019). Can you confirm this time period is accurate, and if so, can you confirm that this period would not include the 45-day NOP scoping period, 45-day DEIR review period, or the public hearing notice period?

**As is stated in the RFP, “\* Anticipated dates only. Dates subject to change.” The City will consider alternatives presented in the proposals.**

Question #4

Is the City amenable to preparation of a focused EIR using an Initial Study checklist (or addressing in the CEQA Considerations chapter of the EIR) those issue areas where impacts are less than significant and not germane to the project?

**Assuming that an Initial Study directs the preparation of a focused EIR, yes, the City is willing to consider a Focused EIR.**

Question #5

Does the City have translators (Spanish & Hmong) they typically use for translating public notices, or should we include translation costs in our budget?

**Translation should be included in the proposed budget.**

Question #6

Will City staff handle preparing the mailing list and the mailing of any notices?

**The City can mail notices; however the list and notices should be prepared by the consultant.**

Question #7

On page 10 of the RFP it references two rounds of review of the Screencheck Draft and Final EIR. Typically, only one round of review is needed for a Screencheck (or prepublication) document prior to publication. The RFP calls for two rounds of review of the Admin Draft document, is it necessary to include two additional rounds of review of the Screencheck document?

**If the quality of the first-round is good, a second-round may not be necessary. It can be a consideration in the proposal related to the timeline and cost for either or both options.**

Question #8

What is the "project" the City wants evaluated in the CEQA document? Based on the information I've been able to gather this is my understanding of what is requested in the RFP (bullet points below). Please let me know if my understanding of what the City is requesting is correct.

- Amendments to Chapter 15 (zoning code/Citywide Development Code) to establish the CUP terms/process, design guidelines for businesses, and to allow certain cannabis uses in specified areas in the city.
- Amend the 2017 and 2018 Ordinances that allow medicinal and adult use cannabis operations, cultivation, manufacturing, testing, extraction, distribution, delivery, etc. to allow retail sales.

**The "project" is to assess and adopt new zoning and development regulations, including an ordinance amendment for cultivation, for Cannabis-related businesses in accordance with the City's regulatory ordinance adopted on December 13, 2018. The RFP pages 4-5 describe those regulations.**

Question #9

There are also two draft Ordinances dated September 10, 2018, that address Adult Use Commercial Cannabis Activity and Medicinal Commercial Cannabis Activity. Does the City also want to evaluate these Ordinances as part of the CEQA document?

**See Answer to #8 above.**

City of Fresno



JENNIFER CLARK

Director, Development and Resource Management

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The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: Cher B Mynk

Company: Quad Knopf, Inc. (dba QK)

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 1  
February 20, 2019

2600 Fresno Street, Third Floor, Room 3043  
Fresno, California 93721-3604  
(559) 621-8003

Jennifer K. Clark, AICP, HDFP  
Director

## ADDENDUM NO. 2

### *An Environmental Impact Report Evaluating the Proposed Regulation and Permitting of Commercial Cannabis Activities*

#### NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a revised due date of **3:00 P.M., Monday, March 4, 2019**.

All changes and or clarifications will appear in **bold underlined type**.

#### Question #10

1. Page 6 (Section C – Proposal Content Requirements) does not reference the attachments that appear to be required as part of the submittal (Exhibit A, B, D, and E). Are these exhibits required to be included in the proposal? If so, are they part of the page count for the appendix?

**Exhibits are required as part of the proposal. They are not part of the page count limit.**

#### Question #11

Would a cover letter to the proposal be part of the page counts identified on page 6?

**A brief cover letter may be submitted; the cover letter will not count toward the page limits**

City of Fresno



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JENNIFER CLARK

Director, Development and Resource Management

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The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum.

Signed: Christopher Myk

Company: Quad Knopf, Inc. (dba QK)

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 2

February 27, 2019



**EXHIBIT D**  
**ACCEPTANCE OF INDEMNIFICATION AND INSURANCE REQUIREMENTS**

(Submit with Proposal)

Respondent's Name Quad Knopf, Inc. (dba QK)

**FOR: AN ENVIRONMENTAL IMPACT REPORT EVALUATING THE PROPOSED  
REGULATION AND PERMITTING OF COMMERCIAL CANNABIS ACTIVITIES**

The Respondent shall sign below that the Respondent accepts in whole the Indemnification and Insurance Requirements set forth in the Standard Agreement (Exhibit C). If the Respondent takes exception to some portions, those portions shall be listed here below and the Respondent shall sign that the Respondent 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

Janel Freeman, CFO

\_\_\_\_\_  
Type or Print Name of Authorized Person

## EXHIBIT E

### NON-COLLUSION AFFIDAVIT

#### FOR: AN ENVIRONMENTAL IMPACT REPORT EVALUATING THE PROPOSED REGULATION AND PERMITTING OF COMMERCIAL CANNABIS ACTIVITIES

(Submit with Proposal)

Respondent's Name

Quad Knopf, Inc. (dba QK)

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

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

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