

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

THIS AGREEMENT (Agreement) is made and entered into effect on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and SWCA, Incorporated., dba SWCA Environmental Consultants, an Arizona Corporation (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional consultant services National Environmental Policy Act (NEPA) and compliance documents for federally-funded projects (Project); and

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

WHEREAS, the 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 the City by its Planning and Development Director (Administrator) or designee.

AGREEMENT

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

1. Scope of Services. The Consultant shall perform to the satisfaction of the 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** for actual work performed.
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 **June 30, 2030**, subject to any earlier termination in accordance with this Agreement. The services of the 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) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total

fee not to exceed \$500,000 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. The 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 the 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. The 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 the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the 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, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The 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 the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

- (d) Upon any breach of this Agreement by the Consultant, the 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 the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The 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 the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the 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 the 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 the City.
- (b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the

reproduction or use thereof by any other person except as otherwise expressly provided herein.

- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the 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 the Consultant represents to the City that the 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, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the 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, litigation expenses and cost to enforce this agreement) 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, the 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 the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of

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

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

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the 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, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The 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 the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The 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, the Consultant shall immediately notify the City of these facts in writing.

- (c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the 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) The 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 the Consultant, nor any of the 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. The 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, the Consultant shall remain responsible for complying with Section 9(b), above.
 - (f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the 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 the 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, the Consultant at its sole cost and expense shall:

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

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of the 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 the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the 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 the 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 the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the 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 the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

- (d) The City will carry out applicable federal requirements in the administration of this Agreement. Notwithstanding Section 25 herein, the Consultant agrees to comply with all applicable federal assurances in **Exhibit D** and require that each subcontract include the same assurances by each of its subcontractors.
- 12. Nondiscrimination. To the extent required by controlling federal, state and local law, the 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, the Consultant agrees as follows:
 - (a) The 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) The 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. The 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 the 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
 - (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the 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) The 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 the 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 the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the 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, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the 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 the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The 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, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the 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 the City employment

benefits, entitlements, programs and/or funds offered employees of the 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, the Consultant may be providing services to others unrelated to the 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 the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the 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 the City and the Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Sukhman Sekhon 7/21/2025
Sukhman S. Sekhon Date
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Karen Jenks, Housing &
Neighborhood Revitalization Manager
2600 Fresno Street, CH3N 3065
Fresno, CA 93721
Phone: (559) 621-8057
E-mail: Karen.Jenks@fresno.gov

Attachments:

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

SWCA, Incorporated, dba Environmental
Consultants, an Arizona Corporation

Signed by:
By: _____
Joseph J. Fluder III
Name: Joseph J. Fluder III
Title: CEO/President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

DocuSigned by:
By: _____
Denis Henry
Name: Denis Henry
Title: CFO
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Any Applicable Professional License:

Number: N/A _____
Name: N/A _____
Date of Issuance: N/A _____

CONSULTANT:
SWCA Environmental Consultants
Attention: Joseph J. Fluder III,
CEO/President
Denis Henry, CFO
4111 Broad Street, Suite 210
San Luis Obispo, CA 93401
Phone: (413) 256-0202
E-mail:
JFluder@swca.com
DHenry@swca.com

EXHIBIT A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (City) and SWCA Environmental Consultants (Consultant)

Community Development Division Federally-Funded Programs and Activities

Scope of services includes, but is not limited to, the activities described herein and those detailed in the attached proposal.

- Phase I and / or Phase II (AAI – Compliant as per ASTM E 1527-05)
- NEPA – Exemptions
- NEPA – Categorical Exclusions Subject to / not Subject to
- NEPA – Finding of No Significant Impact
- Section 106
- Publication Preparation
- Form 7015.15 Preparation
- Preparation of Mitigation Plans
- Documents Formatted for HEROS
- Subcontracting for specialized services required to complete NEPA

SCHEDULE OF FEES AND EXPENSES

Fees

See attached proposal

Proposal



PROFESSIONAL CONSULTANT SERVICES FOR NEPA ASSESSMENT AND COMPLIANCE DOCUMENTS

SUBMITTED TO

Keng Lee
City of Fresno, Planning & Development Department
Housing Production Division
2600 Fresno Street, 4th Floor, Room 4016
Fresno, California 93721

REQUEST FOR PROPOSALS
BID FILE NO. 12502412

JUNE 24, 2025

SUBMITTED BY

SWCA Environmental Consultants
4111 Broad Street
San Luis Obispo, California 93401



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

Sound Science. Creative Solutions.®

June 24, 2025

Keng Lee

City of Fresno, Planning & Development Department, Housing Production Division

E: Keng.Lee@fresno.gov | P: (559) 621-8050

2600 Fresno Street, 4th Floor, Room 4016, Fresno, California 93721

Submitted via PlanetBids Vendor Portal

Re: City of Fresno Professional Consultant Services for NEPA Assessment and Compliance Documents RFP

Dear Keng Lee:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide our qualifications to assist the City of Fresno, Planning & Development Department (the City) with environmental compliance for their federally funded projects. Our team of qualified technical professionals will efficiently and accurately navigate the regulatory and related federal and state processes. The SWCA team, under the leadership of seasoned **National Environmental Policy Act (NEPA) Manager Alaina Callinan**—who brings a decade of experience in NEPA and U.S. Department of Housing and Urban Development (HUD) grant management—possesses the expertise necessary to produce high-quality environmental documents with efficiency and minimal need for oversight or corrections. Navigating environmental requirements for federally funded projects can be intricate, and improper execution may lead to significant implementation delays or adverse audit findings from HUD. For the following reasons, SWCA stands out as the ideal firm to conduct environmental analyses for the City:

- **Understanding of HUD Processes.** Our team brings comprehensive understanding and lessons learned from more than a decade of working on HUD-funded projects across the country. Having completed thousands of HUD NEPA environmental reviews, covering all levels of review outlined under 24 Code of Federal Regulations, we know how to achieve compliance in a timely manner, eliminating unnecessary learning-curve delays.
- **Regulatory Knowledge.** SWCA has more than 40 years of experience working for federal and state agencies, Tribes, cities, counties, and other agencies, making our staff versatile and efficient. SWCA considers NEPA compliance services to be a core area of expertise. Over the past 40 years, we have prepared countless NEPA documents, including Environmental Impact Statements, Environmental Assessments, and Categorical Exclusions; we are well versed in Tiering and agency adoptions, and know how to ensure a successful HUD monitoring event.
- **Project Manager–Specific Experience.** Alaina has overseen or prepared more than 1,000 HUD NEPA environmental review records. She has developed environmental review procedures and policy manuals, which have been used by HUD Field Environmental Officers as a best practice example for other grantees in the region. Her programs have undergone HUD environmental monitoring without any findings or concerns.

Our proposal demonstrates that SWCA is the right team with the relevant experience, as well as a proven track record of providing HUD environmental and site-specific analyses to federal, state, and local agencies. We have prepared our response in compliance with the requirements of the request for proposal. We acknowledge receipt of all addenda.

If you have any questions regarding our experience or project approach, please feel free to contact Alaina at (845) 253-2794 or alaina.callinan@swca.com. We are always willing to negotiate our approach and team to suit your expectations. Thank you for the opportunity to submit our qualifications. We look forward to continuing to work with you.

Sincerely,

A handwritten signature in blue ink that reads "Alaina Callinan".

Alaina Callinan, Project Manager /
HUD NEPA SME
(413) 256-0202 | alaina.callinan@swca.com

A handwritten signature in blue ink that reads "Brooke Langle".

Brooke Langle*
Vice President, Northern and Central California
(805) 543-7192 | brooke.langle@swca.com
**Authorized to negotiate for the firm*



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2. CONSULTANT PROFILE

SWCA FIRM PROFILE

SWCA Environmental Consultants (SWCA) is a leader in environmental and management consulting, founded on a commitment to sound science and creative solutions. Our mission is to be the best workplace and industry leader in sustainability, leveraging scientific expertise to address global environmental challenges. We offer comprehensive services in environmental planning and permitting, cultural resources management, biological and ecological services, water resources management, air quality planning, engineering, and sustainability consulting.

Since 1981, SWCA has helped clients navigate environmental compliance and enhance sustainability. As a 100% employee-owned company, our 1,700+ employees across 45 offices are dedicated to excellence in every project.

With six offices in California, we provide local expertise and can swiftly mobilize statewide resources. Our team has completed numerous environmental documents and technical studies supporting National Environmental Policy Act (NEPA) compliance, demonstrating deep knowledge of NEPA regulations and related federal laws under 24 Code of Federal Regulations (CFR) 58 (U.S. Department of Housing and Urban Development [HUD] Environmental Review Procedures). Our technical writers and editors ensure scientifically sound and legally defensible NEPA documents, guiding clients through the compliance process efficiently to secure necessary permits and authorizations.

Our team holds an active on-call contract with the City of Fresno (City) Housing and Community Development Division. Additionally, we have a contract with the City's Public Works Department for on-call environmental services, including California Environmental Quality Act (CEQA) and NEPA documentation, and have completed 38 projects to date. Since 2011, we have also provided on-call environmental consulting to the County of Fresno Public Works Department, offering permitting assistance, environmental training, sensitive species surveys, and bird and bat exclusion, as well as preparing various NEPA studies.

SWCA stands out in NEPA compliance and infrastructure projects across California and the United States. Our team includes seasoned professionals experienced with HUD as Responsible Entities (RE) and as NEPA environmental consultants, adept at preparing NEPA-compliant documents for projects involving HUD funding and local government oversight. We conduct technical studies and prepare environmental reports, including Environmental Assessments (EAs) and Environmental Impact Statements (EISs), while effectively communicating complex environmental and regulatory issues to stakeholders and collaborating with state and federal agencies, HUD, and local government staff.

ENVIRONMENTAL CONSULTANTS

100% EMPLOYEE-OWNED

1,700+ EMPLOYEES

45 OFFICES WORLDWIDE

6 CALIFORNIA OFFICES:
SAN LUIS OBISPO, SACRAMENTO,
SAN FRANCISCO, HALF MOON BAY,
PASADENA, SAN DIEGO

SUPPORTING ENVIRONMENTAL
SERVICES FOR HUD
PROJECTS
NATIONWIDE

ESTABLISHED IN 1981
S-CORPORATION

Sound Science. Creative Solutions.



SUBCONSULTANT FIRM PROFILES

ILLINGWORTH & RODKIN, INC.

Illingworth & Rodkin, Inc., is an engineering consulting firm that has provided expert acoustical engineering and air quality management services since 1987. They have conducted over 6,000 proprietary studies in community noise, vibration, industrial noise, vibration control, architectural acoustics, and air quality. They combine a strong theoretical and a thorough empirical approach to finding solutions for clients in the public and private sectors.



Illingworth & Rodkin, Inc., provides the following expert consulting services nationwide:

- Environmental noise management
- Transportation noise management
- Architectural acoustics
- Industrial noise management
- Air quality control and management
- Marine acoustics (hydroacoustics) and more

KRAZAN & ASSOCIATES, INC.

Founded in 1982 in Fresno California, Krazan & Associates, Inc. (Krazan), has grown to 13 offices and provides geotechnical, environmental engineering with material testing and special inspections services for many local and national clients in both the private and public sectors. Krazan has a rich history of working with local municipalities, state/federal affiliated projects, public school districts, and colleges for over 40 years. Their laboratory facility is supervised by their engineering staff and maintains current participation in the Division of the State Architect Laboratory Evaluation and Acceptance (LEA) Program (LEA No. 066). They receive biennial on-site assessments by the American Association of State Highway and Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL), as well as annual assessments by Caltrans.



Krazan has been ranked among the Top 500 Engineering Firms in the nation by *Engineering News-Record* for 13 consecutive years and has received the Excellence in Business Award from area chambers of commerce and economic development corporations.

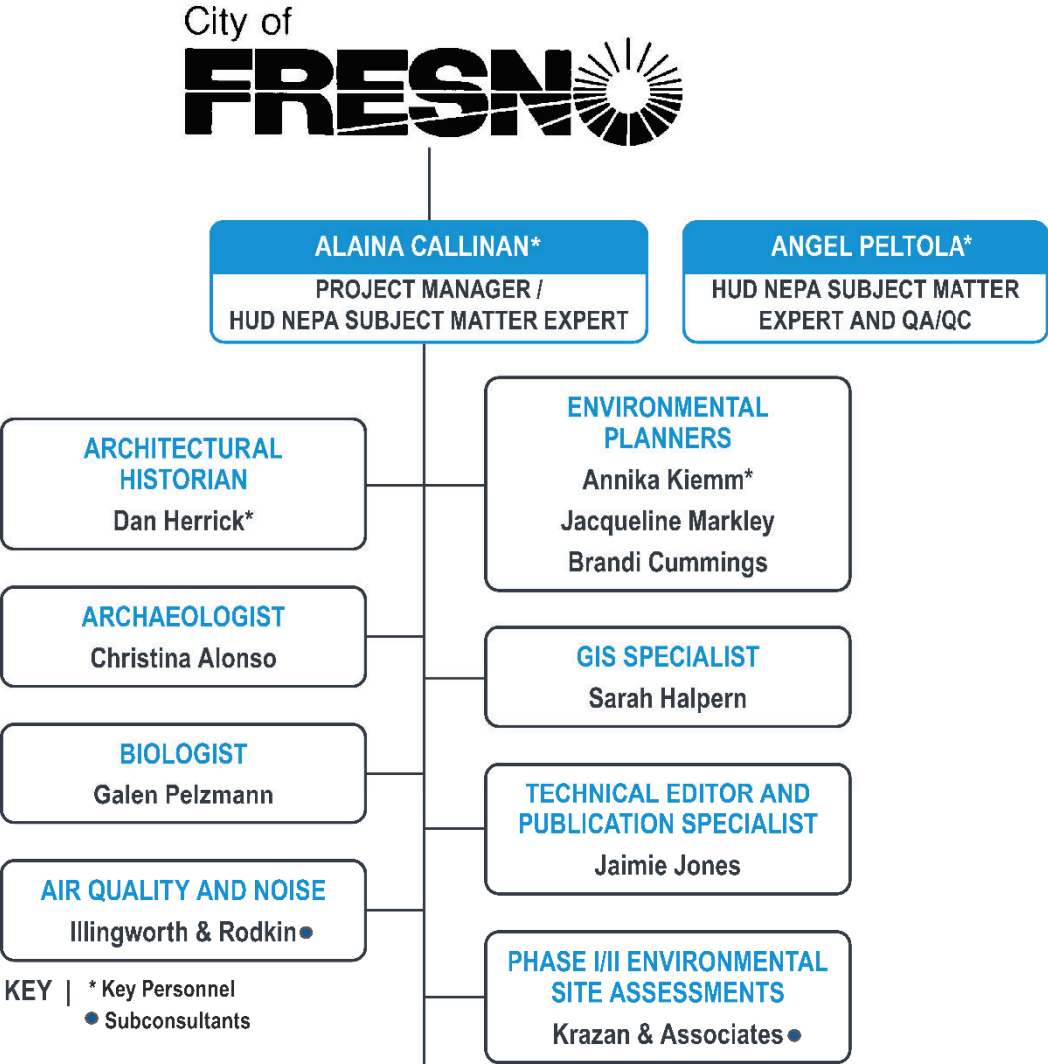
QUALIFICATIONS OF KEY PERSONNEL

[Project Manager Alaina Callinan](#) will serve as the City's key contact, bringing her direct HUD grantee and environmental review experience to the team. [HUD NEPA Subject Matter Expert \(SME\) Angel Peltola](#) will provide quality assurance/quality control (QA/QC) of all deliverables. Angel has many years of experience using HUD's and SWCA's proprietary HUD NEPA QAQC Checklist workbook to ensure a highly defensible final Environmental Review Record (ERR) for each project assigned. [Environmental Planners Annika Kiemm, Jacqueline Markley, and Brandi Cummings](#) will oversee all regulatory compliance and agency consultation and will ensure that complete ERRs are formatted for the HUD Environmental Review Online System (HEROS); they will also assist with public noticing, distribution, and the completion of mitigation plans and Request for Release of Funds (RROF). Support staff will include Architectural Historian Dan Herrick, Archaeologist Christina Alonso, Biologist Galen Pelzmann, Geographic Information System (GIS) Specialist Sarah Halpern, and Technical Editor/Publication Specialist Jaimie Jones. Our proposed subconsultants include Illingworth & Rodkin, Inc., for air quality and noise, and Krazan for Phase I and II Environmental Site Assessments (ESAs). Both firms are trusted partners that are actively working with us on projects for the City.



The team assembled for this response is tailored to support the City’s needs and can be expanded to meet capacity demands at any time. We are equipped to handle any volume of assignments while ensuring consistent, high-quality work products for each task. Internally, Alaina will assess her team’s capacity to manage assignments and determine whether additional trained SWCA HUD NEPA team members are needed. SWCA has a nationwide presence of more than 1,700 professionals that includes HUD NEPA experts; we can rapidly pool resources to respond to the City’s needs.

Resumes for our key staff are included in Appendix A, and the organizational chart above illustrates our proposed project team. **The proposed staff are committed and available to perform work for projects resulting from this on-call contract.**



AREAS OF EXPERTISE AND EXPERIENCE

In addition to over 40 years of NEPA-specific experience, SWCA possesses the expertise necessary to ensure the success of HUD programs and subsequent monitoring events. While more detailed information is available under Section 3, Project Experience, this section provides insights relevant to each level of review under HUD NEPA.

COMPREHENSIVE UNDERSTANDING OF HUD NEPA LEVELS: APPLICATION OF 24 CFR 58 TO PROJECTS AND PROGRAMS

- **Exempt (24 CFR 58.34 (a)):** An Exempt level of review covers program activities that have minimal risk of causing environmental impacts, with only the environmental resource areas listed in 24 CFR 58.6 requiring assessment. This includes airport hazards, coastal barrier resources, and flood insurance. Example activities are typically administrative in nature and include engineering and/or environmental services, as well as most preliminary testing services.



All HUD-funded projects must include an Exempt level of review to ensure the services used in determining project scope, location, design, and environmental impact (including testing, as applicable) can be invoiced. While funding for Exempt levels of review is available upon submission to HUD and an Authority for Use of Grant Funds (AUGF) is not to be issued, the RE signature and date must precede invoice submission for a service, which is why it is advisable to complete this form during program startup.

- **Categorical Exclusions (24 CFR 58.35 (a) and (b)):** For HUD-funded projects, categorical exclusions are separated into two distinct levels of review: Categorical Exclusion Subject To 24 CFR 58.5 (CEST; 24 CFR 58.35 (a)) and Categorical Exclusion Not Subject To 24 CFR 58.5 (CENST; 24 CFR 58.35 (b)). These levels of review do not require a Finding of No Significant Impact (FONSI). Compliance with applicable laws and authorities varies between a CENST and CEST.
 - **Categorical Exclusion Not Subject To 24 CFR 58.5 (24 CFR 58.35 (b)):** A CENST level of review is similar to Exempt levels of review in that there is minimal risk of causing environmental impacts and an AUGF is not issued for this level of review. HUD projects use the same template, and the distinction is made based on the level of review determination chosen within the document.

CENST levels of review are often used for supplemental funding. For example, if a CEST or EA level of review was processed under 24 CFR Part 58 and within the 5-year shelf life for an AUGF, and additional grant funding is received to continue with the same project, within the same location, a CENST for “supplemental funding” may be applicable.
 - **Categorical Exclusion Subject To 24 CFR 58.5 (CEST; 24 CFR 58.35 (a)):** A CEST level of review must show compliance with all environmental resource areas addressed in 24 CFR 58.5 and 58.6. Projects that are considered minor rehabilitation where the project does not include a change in land use may be candidates for CEST levels of review. However, an important consideration to keep in mind is that a CEST level of review has very specific thresholds for what is applicable and what is not. Not only is there a 20% footprint threshold, but an RE must consider density increases by more than 20% for housing projects or capacity increases that are more than 20% for infrastructure projects such as drainage. Additionally, a CEST cannot include five or more “individual actions” within 2,000 feet of each other. If any of these parameters are exceeded, a CEST is not applicable.

If a project is undergoing a CEST level of review, a Notice of Intent (NOI)/RROF is required to be published, followed by a public comment period prior to the RROF submission to HUD, which precedes the 15-day federal objection period, after which the AUGF will be issued by HUD; however, if a CEST does not have any mitigation measures to apply, the project may convert to Exempt, and the funding will be available upon submission to HUD.
- **Environmental Assessment:** An EA level of review is for program activities that have the potential to cause environmental harm and require evaluation for all environmental resource areas listed in 24 CFR 58.5 and 58.6. This level of evaluation is required for all projects that do not meet the conditions allowing for CEST but do not meet the thresholds of potential harm or controversy that equate with an EIS (24 CFR 58.37). The most common projects under HUD funding at an EA level of review include new construction projects and projects where the parameters of a CEST are exceeded.

All EAs require a FONSI to be published as well as the NOI/RROF, which is associated with specific public comment periods prior to the RROF submission to HUD. Acceptance of the RROF starts during the federal objection period, after which the AUGF will be issued by HUD and activities associated with the project can commence.
- **Environmental Impact Statement:** An EIS represents the most complex and detailed form of environmental review. It is required for projects characterized by significant public controversy, potential substantial environmental impacts, or where an EA cannot achieve a Finding of No Significant Impact (FONSI). All



relevant NEPA topics must be evaluated using a prescribed reporting method (40 CFR 1502.10). Although an EIS-level review is typically not aligned with the time constraints of HUD NEPA funding, our extensive NEPA and EIS experience allows us to offer the City valuable insights from our hard-earned lessons. This includes understanding how projects involving multiple decision-making agencies can complicate the NEPA process and documentation needs. It is crucial to assist subrecipients in proactively engaging each agency early in the process to thoroughly explore their decision space, NEPA process requirements, and analysis needs, which will inform their ultimate decisions. If required, SWCA would negotiate a contract with the City tailored to the specific characteristics of the individual project.

- **Tiering – Broad Reviews/Tier I and Site-Specific Checklist/Tier II:** While Tiering is not a level of review, it is a process that can be applied to CEST and EA levels of review. The Tiering process is most often used for residential rehabilitation and reconstruction programs. The Tier I (commonly referred to as the Broad Review) followed by subsequent Tier IIs (commonly referred to as Site-specific Checklists [SSCs]) allow REs to “eliminate repetitive discussions of the same issues at subsequent levels of review,” which means AUGF can be achieved prior to each individual site being identified. With funding released at the completion of each SSC, the Tiering process can significantly improve programs that are intended for large areas and populations where individual applicants have not yet been identified.
 - Tiering is only appropriate when addresses are not known; if addresses are known, a single CEST or EA may be appropriate. The Tiered approach can use a CEST or EA level of review; however, the parameters of a CEST must be followed. SWCA can assist the City in ensuring programs adhere to CEST requirements and alert the RE when additional actions may trigger the need for an EA (e.g., five or more actions in the same program within 2,000 feet of each other would trigger an EA).
- **Aggregation (24 CFR 58.32):** While project aggregation is not a level of review, it is an important component of a successful environmental review which is often overlooked and misunderstood. Successful project aggregation not only ensures compliance with 24 CFR 58.32 but also helps to ensure the appropriate level of review is completed for the projects associated with the funding in question. Additionally, aggregation lessens the number of reviews and the overall agency consultation time while providing the public and stakeholders with all applicable information associated with federal funding. Lastly, aggregation helps schedule projects in a way that reduces the likelihood of duplication of efforts, which can be scrutinized in a HUD monitoring event. SWCA has experience with project aggregation related to multiple HUD funding sources, joint agency environmental reviews, and single-source funding for projects that span large distances and/or contain a variety of scope and activities.

Aggregation may be applicable for one or more of the City’s projects and can be discussed as a viable option during the project kickoff meeting. SWCA will be prepared to outline the benefits and applicability of project aggregation and ensure the regulatory requirements are understood by the City in helping make the decision to aggregate or not.

APPROACH AND METHODOLOGY

SWCA’S APPROACH TO DEVELOPING ENVIRONMENTAL REVIEW RECORDS

A complete and informed ERR is the key to compliance on environmental matters and allows for a successful HUD monitoring event during program audits. SWCA understands the tasks needed to achieve compliance with NEPA and 24 CFR 58 regulations and its associated laws and authorities. Once all pertinent information has been determined for the project scope and location(s), an applicable desktop analysis will be completed based on the level of review associated with the intended scope. This will allow SWCA to identify any areas of environmental compliance that require consultation and/or additional studies, while ensuring the list of identified interested parties is complete and accurate.



TASKS AND SUBTASKS TO ACHIEVE 24 CFR 58 COMPLIANCE

SWCA will prepare the necessary checklists and documentation required for the level of review determined by the project scope and agreed upon by the City. Tasks vary from completing simple forms with site-specific attachments to extensive documentation covering NEPA review topics, consultations, alternatives, environmental studies, impact analyses, and conservation measures. We will provide status reports and participate in kickoff and progress meetings as scheduled by the City.

Our approach to completing quality ERRs that comply with 24 CFR 58 and all associated laws and authorities helps ensure funding is achieved within the timeline established during the project kickoff meeting. Regardless of the level of review and whether the Tiering process is used, the following tasks and subtasks are applicable to establishing and maintaining expectations.

Task 1: Determine Level of Review and Approach

1. Discuss project details with the City (location, scope, construction start date) to provide a preliminary environmental review schedule.
2. Conduct a data gaps analysis to identify necessary information for the environmental review.
 - a. This includes information directly and indirectly related to the HUD-funded project to ensure compliance with aggregation (24 CFR 58.32) and cumulative impacts.
 - b. Once the data gaps analysis is filled in by the City, the environmental review process can proceed.
3. Identify the list of regional and local interested parties that need to be contacted at various stages of the environmental review process in alignment with 24 CFR 58.43 and, as applicable, 24 CFR 55.20.

Task 2: Complete Environmental Review Process

1. Conduct a thorough desktop review of environmental resource areas using agency-specific sources (e.g., Federal Emergency Management Agency [FEMA], National Wetlands Inventory).
 - a. Use findings to support site visits, field surveys, reporting, and agency consultations.
2. Schedule and conduct a site visit to assess the project footprint and area of potential effect.
3. Report to the City on additional studies required, which may include the following:
 - a. Phase I/II ESAs
 - Phase I: Evaluate site contamination potential using ASTM International (ASTM) Standard E1527-21.
 - Phase II: Conducted if Phase I ESA identifies contamination; involves sampling and lab analysis.
 - b. Additional contamination concerns (e.g., lead-based paint (LBP), asbestos, mold).
 - c. Wetland delineation/determination
 - d. Cultural constraints analysis
 - e. Biological assessment for listed species
4. Complete interested parties and agency consultation letters:
 - a. Confirm the list of interested parties and agency consultations with the City.
 - b. Provide letters to the City for distribution.
5. Conduct additional environmental studies as needed.
6. Ensure public notices are accurate using the latest HUD templates and guidance.



Task 3: Finalize Environmental Review and Compile ERR

1. Compile the NOI and/or FONSI/RROF public notice using HUD templates.
2. Complete Form 7015.15, the RROF, using the HUD template for the City to submit to HUD.

SWCA's approach ensures thorough and efficient compliance with NEPA and 24 CFR 58 regulations, tailored to the specific needs of each project.

The SWCA team is well versed in the role the environmental review process plays in a project as a whole and how the mitigation requirements in a NEPA document can impact later phases of project development. Our approach to collecting all applicable information associated with each individual project will best ensure that federal aggregation requirements are met and any impact to or from subsequent phases of project development are reflected in the cumulative impact analysis as applicable.

SITE VISIT

Projects that require a CEST or EA level of review will require a site visit in addition to the desktop review. The site visit will be conducted early in the review process and will include site photographs of all structures within and around the property, as well as on-site and proximal off-site environmental conditions. Completing this documentation early in the review process will confirm data gathered during the desktop review and provide invaluable information that will advance the review toward completion. The purpose of the site visit will be to assess and confirm the existing resources in each project area, document site conditions through digital photographs, and determine whether extant infrastructure will present any unusual constraints during project activities. The preliminary site visit will be conducted by qualified staff to identify the environmental setting of the project and determine the need for more intensive surveys for consultation and project authorization from applicable federal, state, and local resource agencies, as applicable for each project. This visit can be coordinated for City participation, if needed.

SPECIALIZED STUDIES AND ASSESSMENTS

We understand that the scope of services may include projects requiring additional special studies related to historic resources, aquatic resources (e.g., wetlands and streams), rare species, and hazardous materials. Many projects located outside previously disturbed areas are likely to necessitate these studies to assess potential impacts on environmental and cultural resources. The level of effort for such assessments varies based on factors such as project location, size, prior land use, and activity type. For example, the preparation of Clean Water Act permits can range widely; some activities may qualify for a nationwide permit, while others require an individual permit or further evaluation for wetland mitigation and coordination with state agencies (e.g., joint permit applications).

Our multidisciplinary team is equipped to meet diverse project requirements and assist the City in obtaining necessary environmental permits or compliance documentation. With support from our subcontractors, we can perform any required specialized studies to complete the ERR. If we are unable to conduct a specialized study in-house, we will promptly seek the City's approval to subcontract the work.

Based on our understanding of the HUD ERR process and the City's projects, the following surveys, consultations, and permits may be necessary for CEST- or EA-level reviews.

Wetland and Water Body Delineations

SWCA offers comprehensive delineation services for waters of the United States, including wetlands, to ensure compliance with Section 404 of the Clean Water Act and 24 CFR 55. Our approach to delineations consists of the following steps:

1. **Desktop Review:** Analyze aerial photographs, U.S. Geological Survey topographic maps and National Hydrography Dataset, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory, Natural



Resources Conservation Service soil survey maps, FEMA floodplain maps, and other relevant sources to assess project area conditions.

2. **Field Investigation:** Conduct on-site evaluations to identify and delineate wetlands based on hydrophytic vegetation, hydric soils, and hydrology. Delineate the ordinary high water mark of streams and water bodies.
3. **Mapping and Technology:** Use advanced technology, including tablets, Juniper Geode GPS units, ArcGIS Online, and Survey123 software, to map boundaries and facilitate real-time communication between field and office personnel.
4. **Reporting:** Prepare a detailed wetland delineation report, including acreage and linear-foot estimates of identified waters, methods, maps, photos, wetland determination data forms, and vegetation community descriptions.
5. **Adherence to the Decision-Making Process (24 CFR 55.20):**
 - a. Define the effects of the project relative to the wetland or floodplain.
 - b. Seek initial public comment from local individuals and interested organizations or agencies (15-day comment period).
 - c. Identify and evaluate practicable alternatives to locating the project in the floodplain or wetland.
 - d. Categorize potential direct and indirect impacts, both positive and negative, to the aquatic feature and project beneficiaries.
 - e. Mitigate or modify the action to lessen negative impacts to the floodplain/wetland, lives, and property.
 - f. Reevaluate the proposed action based on findings from Steps 2 through 5 to determine if it remains in the public interest.
 - g. Publish a final public notice describing the analysis results and reasons for proceeding (7-day comment period).
 - h. Ensure the RE agrees to implement any identified mitigation measures.

Our delineations adhere to the 1987 Corps of Engineers Wetland Delineation Manual and the Regional Supplement for the Arid West Region, ensuring accuracy and regulatory compliance.

Threatened and Endangered Species Review and Habitat Evaluation

When needed, SWCA would evaluate the potential for a project to affect federally and state-protected species that may occur within a project site. Using the information provided by USFWS, the State of California, and other sources, our professional ecologists will obtain current protected species lists and habitat descriptions. Using the information obtained during the desktop analysis, we will investigate potential habitat within the project area for each listed species. When warranted, we will assist the City in coordinating with the regulatory agencies to obtain occurrence documentation for the project.

Based on the qualitative comparisons of the habitat requirements of listed species with vegetation communities or landscape features observed in a project area, if an area meets the habitat requirements, SWCA will use both GPS and aerial photograph interpretation to map the area. SWCA will search for signs of listed species in the field (e.g., old nests) and record any that are observed. Where suitable habitat is found, species-specific presence/absence surveys may become necessary to facilitate federal and state permitting. SWCA will then prepare a habitat assessment report documenting our findings with our professional opinion (effects determination) for the project. This report serves as supporting documentation for the protected species section of the ERR.

SWCA's approach to completing a USFWS consultation is grounded in a structured, scientifically-driven methodology designed to meet regulatory requirements and client needs. Our strategy encompasses several key phases:



1. Evaluation and Planning

- Protected Species Assessment: We evaluate potential impacts on federally and state-protected species within the project site, using data from USFWS, the State of California, and other sources to obtain current species lists and habitat descriptions.
- Study Design: Tailored to meet USFWS requirements, our study design is simple yet scientifically rigorous, involving SMEs, GIS specialists, and technical editors from the outset.

2. Data Collection and Fieldwork

- Habitat Investigation: We conduct desktop analyses and field surveys to identify potential habitats. Using GPS and aerial photo interpretation, we map areas meeting habitat requirements and search for signs of listed species.
- Species-Specific Surveys: Where suitable habitat is found, presence/absence surveys may be necessary to facilitate permitting.

3. Analysis and Reporting

- Impact Assessment: We analyze data to assess potential effects on listed species, ensuring scientific soundness and compliance.
- Habitat Assessment Report: Our findings are documented in a report, providing professional effects determination and supporting the protected species section of the ERR.

4. Consultation and Continuous Improvement

- Agency Coordination: We assist in coordinating with regulatory agencies and proactively engage them early in the process.
- Lessons Learned: Insights and improvements are shared internally to enhance future projects.

Through our extensive NEPA and EIS experience, SWCA offers the City valuable insights from our hard-earned lessons, ensuring a successful HUD program and subsequent monitoring event. Our understanding of projects involving multiple decision-making agencies helps navigate the complexities of the NEPA process and documentation needs. If required, SWCA would negotiate a contract with the City tailored to the specific characteristics of the individual project.

Archaeology and Architectural Assessments

HUD-funded programs involving land disturbance require verification for Section 106 compliance under the National Historic Preservation Act (NHPA). SWCA's Secretary of the Interior (SOI)-qualified archaeologists and architectural historians first gather information from the California Historic Resources Information System (CHRIS) and the California Native American Heritage Commission (NAHC) to identify previously conducted surveys and known resources in or near the project area. This data helps assess known cultural resources and sensitivities before performing any fieldwork.

If necessary, SWCA will conduct field surveys following California Office of Historic Preservation and National Park Service standards. Archaeologists will walk the project area to examine the ground surface for cultural artifacts, using submeter-accurate GPS for recording using standard industry-recognized methods in the analysis, including National Park Service National Register Bulletins 15 and 39. For architectural surveys, SWCA will record and photograph buildings or structures over 50 years old within or adjacent to the area of potential effect. Any potential resources will



be assessed for National Register of Historic Places (NRHP) eligibility using standard industry methods and guidance. If significant resources are found, their potential NRHP eligibility will be evaluated. If deemed potentially eligible, avoidance, mitigation, and monitoring strategies will be developed with the City and the State Historic Preservation Office (SHPO) to complete the Section 106 review process.

Section 106 Compliance for HUD-Funded Programs

SWCA uses the systematic approach outlined below to ensure Section 106 compliance under the NHPA for HUD-funded projects involving land disturbance. SWCA will need to provide Section 106 compliance for individual ERRs; however, the services to achieve compliance will need to be scoped for each individual project and are therefore not included as a unit cost in Section 5, Fees (Table 2):

1. Preliminary Data Collection

- Resource Identification: SWCA's SOI-qualified archaeologists and architectural historians gather information from the CHRIS and the California NAHC to identify existing surveys and known resources in or near the project area.
- Cultural Resource Assessment: Use collected data to evaluate known cultural resources and sensitivities before initiating fieldwork.

2. Field Surveys

- Archaeological Surveys: Conduct field surveys following standards set by the California Office of Historic Preservation and the National Park Service. Archaeologists examine the ground surface for cultural artifacts using submeter-accurate GPS and standard industry methods, including National Register Bulletins 15 and 39.
- Architectural Surveys: Record and photograph structures over 50 years old within or adjacent to the area of potential effect, assessing potential resources for NRHP eligibility using industry-standard methods.

3. Resource Evaluation

- NRHP Eligibility Assessment: Evaluate significant resources for potential NRHP eligibility. If resources are deemed potentially eligible, develop avoidance, mitigation, and monitoring strategies in collaboration with the City and SHPO to complete the Section 106 review process.

Phase I and Phase II Environmental Site Assessments

While HUD-funded projects do not require Phase I ESAs other than cases where the project site includes known or suspected contamination and/or the scope involves multifamily housing, SWCA recognizes their importance for showing due diligence and, at times, meeting local or internal requirements. Our subcontractor Krazan can conduct Phase I and, if necessary, Phase II ESAs to identify recognized environmental conditions (RECs) in accordance with ASTM Standard E-1527-21 and the U.S. Environmental Protection Agency All Appropriate Inquiries Rule (40 CFR 312); therefore, in this proposal, all references to the ASTM include the All Appropriate Inquiries Rule.

If engaged, SWCA will review the findings from the subcontractor and produce a comprehensive report for each project. This report will include a site description, summaries of site history and interviews, a regulatory database review, site reconnaissance findings, and professional opinions on identified RECs. If potential RECs are found, the report will recommend a Phase II ESA for further investigation.

Additional Studies

Where needed, the SWCA team can conduct other types of specialized studies to assess any particular concern. This includes, but is not limited to, such items as traffic and noise assessments. We have a qualified team of



multidisciplinary experts to meet the needs of any project requirements and can assist the City to obtain the required environmental permits or agency compliance documentation.

AGENCY COORDINATION AND INTERESTED PARTIES NOTIFICATIONS

Decisions on engaging with agencies depend on understanding applicable regulations and the HUD program funding the project. Interactions among these regulations can alter the compliance path. SWCA will consult with the City at each project's outset to identify regional and local interested parties, including state and local agencies, private associations, and public entities, for notification and feedback during the environmental review process.

Most agencies have specific timelines for reviewing consultation letters and permit applications. Understanding and soliciting agency responses early in the ERR process is essential for timely completion. SWCA will factor in both internal and external review timelines to support agency coordination and communicate these with the City when determining the project schedule. Early in the process, we will work with the City to identify applicable environmental regulations and a set of applicable alternatives, presenting a range of options and exploring the potential benefits and risks of each.

Additionally, HUD requires a specific approach for engaging Native American Tribes in the ERR process. SWCA will use the Tribal Directory Assessment Tool to identify Tribes with federal interests in the project area and assist the City with the required Section 106 consultation under the NHPA.

PUBLIC NOTICES

Public notices are required at various stages of the environmental review process and are independent of public engagement requirements that may be set by your HUD grant manager. The public requirements associated with the completion and compliance of the environmental review process are outlined under 24 CFR 58 and 24 CFR 55. Details of these requirements are included in Section 2, Consultant Profile (under Areas of Expertise and Experience and Wetland and Water Body Delineations).

For all public engagement and publication requirements, SWCA is well versed in achieving not only compliance but in identifying methods to streamline each process. We have worked closely with HUD, oversight agencies, and various stakeholders using a variety of HUD funding sources. The key consideration during public notices is ensuring that the project follows the appropriate notice periods, that the ERR is available for public review (typically at the local library or City offices), and that public comments are submitted to the RE for review and comment. In addition to drafting and distributing public notices to the extent allowed under the regulations, we will also collate and create draft response to comments when requested to do so by the City to review as the RE.

ERR SUBMISSION AND REQUEST FOR GRANT FUNDING

Each project will have a draft ERR as agreed upon by the City in the kickoff meeting and confirmed during the completion of the data gaps analysis, the initial site visit, information obtained during applicable literature searches, any special environmental studies conducted, and an evaluation of the potential environmental effects of the alternatives retained for analysis.

In compliance with 24 CFR 58.38, the draft ERRs will contain the following sections:

- HUD checklists
- Project alternatives (including both those dismissed from consideration and those retained for analysis [24 CFR 58.32(c)(4)])
- Affected environment and environmental consequences
- Agencies consulted



- Public notice(s)
- Attachments, which include copies of any special studies reports as well as maps for each reviewed environmental topic
- HUD environmental review partner worksheets for transfer to the HEROS

After completing all consultations and public comment periods, SWCA will submit the complete ERR to the City for review and approval. This submission will include all supporting documentation, such as backup materials, copies of public notices, proofs of publications, and the completed HUD RROF Form 7015.15. SWCA can also assist the City with uploading the ERR to HEROS to obtain the AUGF from HUD.

As your project moves forward, you may encounter changes in the project scope, location, and/or parameters of the proposed impact. If the commitments made within the ERR need to change, those proposed changes must be considered against the original parameters, as required under 24 CFR 48.47. SWCA is well versed in completing project re-evaluations and memos to the file outlining post-funding changes. Continued communication will help ensure the City, as the RE, does not commit any post-funding choice-limiting actions.

HISTORIC PRESERVATION REVIEW FOR HOUSING REHABILITATION PROGRAMS

SWCA understands that the City administers a variety of housing rehabilitation programs including the Senior Exterior Repair Program and the Self-Help Home Repair Program (programs). SWCA also understands that the City has a Programmatic Agreement (PA) in place with the SHPO which allows for certain activities to be reviewed against the terms of the PA without preparing a full NHPA consultation with SHPO. SWCA's SOI-qualified architectural historians can assist in determining whether the scope of work funded by the City, associated with the program activities, will fall under the PA or will require further analysis through the preparation and submission of California Department of Parks and Recreation (DPR) 523 forms to the California SHPO for their review and concurrence. These services are included as unit costs for individual Section 106 reviews in Section 5, Fees (Table 2) and are described below.

PA Review

SWCA will review the proposed project scope against the guidelines provided in Appendix A of the PA between the SHPO and the City. SWCA will provide a paragraph explaining how our SOI-qualified architectural historian determined that the project complies with the PA. This paragraph will be submitted on the Historic Review Form created by the City, previously used by SWCA for this work. This review will be based only on Criterion C of the NRHP criteria, as specified by the PA and confirming with SHPO staff.

DPR Form Preparation

For projects that require submission of a DPR 523 form to SHPO, SWCA will complete background research, which may require fieldwork. Our field time and expenses will be billed on a time-and-materials basis, as incurred. Following this review, our SOI-qualified architectural historian will complete a DPR 523 form, which will be submitted to the City to submit to SHPO. SWCA will not submit to SHPO directly as we would be supplementing City staff to complete these tasks under the PA; therefore, the City must coordinate directly with SHPO.



PROJECT SCHEDULE

SWCA can produce the required ERR for each level of review, once we are provided with the full scope of work (completion of the data gaps analysis), as noted in Table 1 below.

Table 1. Schedule for a Typical EA Level of Review

TASK	DURATION
Notice to Proceed	
Data Gaps Analysis	1 week
*Start of Environmental Review	
Desktop Analysis	2 weeks
†Agency Consultation	
Draft Consultation Letters	2 weeks
Review and Sign Consultation Letters by RE	1 week
Agency Consultation	30 to 45 days
Field Visit	
Conduct EA and Phase I ESA Field Visit	1 day
Prepare Site Inspection Memorandum, Noise Calculations, and Phase I ESA report, as applicable	1 to 3 weeks
Natural and Cultural Resources Assessment Surveys (if needed)	
Field Survey	2 days
Prepare Draft Resources Report	3 weeks
Client Review	1 week
Prepare Final Resources Report	1 week
SHPO Submittal and Concurrence	30 days
Environmental Assessment	
Prepare Draft Environmental Assessment	3 months (in concurrence with consultations; agency consultations must be complete to finalize the draft ERR)
Client Review	2 weeks
Prepare Final Environmental Assessment	1 week
Publish NOI/RROF and FONSI Public Notice	15 days (after published)
Submit the RROF to HUD	1 day

*All subsequent tasks and subtasks are completed in concurrence with one another.

†Agency consultation length can impact overall timeline.

PROJECT MANAGEMENT AND QUALITY CONTROL

PROJECT MANAGEMENT

With more than 40 years of providing environmental consulting services for various public agencies, including the City, SWCA understands the need to maintain a close working relationship with agency staff and strives to provide consistent and open communication throughout the process of managing projects and preparing documents.

SWCA has extensive experience organizing and managing project teams. We understand the importance of ensuring efficient coordination and cooperation for the overall project team. Our approach to project team coordination and



management will be to develop clear and consistent lines of communication between the project team and City staff to ensure all project tasks occur in accordance with the project schedule. SWCA will maintain a close working relationship with City staff to ensure consistent and open communication. This is very important even when projects are running smoothly. In our experience, successful projects benefit from maintaining open lines of communication at all times, thereby minimizing confusion and maximizing the problem-solving effort if challenging circumstances arise.

To assign staff and staff hours to task orders, we meet weekly to discuss ongoing projects, project deadlines, and staff needs. This enables SWCA project managers to quickly respond to requests for services, designate the appropriate service line lead, assign task order support staff based on experience and availability, and place a high priority on projects with expedited schedules due to funding limitations, seasonal survey requirements, and other pressing matters related to the nature of local projects. While all our assigned staff are committed to work under this as-needed contract services agreement for the duration of the contract, we will allocate additional staff based on the needs of each task order, ensuring that tasks are completed in a timely and cost-effective manner.

For each task order, [SWCA Project Manager Alaina Callinan](#) will provide a proposal that identifies the team members that are best suited to complete the necessary tasks, based on technical expertise, physical location, and availability. When requested by the City, a cost proposal, with the approved rate and fee schedule, and staff hours for each task order will be provided. Given our goal of fostering and maintaining client relationships based on trust, our estimated allocations of staff will always be honest and as accurate as possible and will demonstrate our commitment to successful project completion and high-quality work.

QUALITY ASSURANCE/QUALITY CONTROL PROCESS

QA/QC GOALS

Rigorous QA/QC starts with establishing the following clear goals:

- ✓ Ensure accuracy and completeness of all technical and non-technical deliverables and supporting data
- ✓ Provide clear information in a readable format so that decision-makers can make well-supported decisions
- ✓ Produce legally sufficient and defensible project documents
- ✓ Eliminate the need for rework

QA/QC PROCESS

To achieve our QA/QC goals, all written deliverables undergo the following four-tier QA/QC process:

- ✓ Content review by senior technical staff or the QA/QC leader
- ✓ Review by the document author
- ✓ Technical edit
- ✓ Review by the project manager

SWCA’s quality management approach consists of two integrated processes: QA and QC. Our approach ensures that appropriate processes are used in ERR development and that deliverables meet established completeness and correctness criteria. This includes a structured review process using agreed-upon templates, checklists, and style sheets, serving as quality checkpoints and decision points for project phases. SWCA has developed a comprehensive Excel-based QA/QC checklist specifically designed for HUD NEPA projects and programs. This checklist serves as a critical tool to ensure that the ERR preparer thoroughly addresses each requirement under the applicable sections of the review, as well as the related laws and authorities. The ERR preparer utilizes the checklist from the outset, guiding them in ensuring the document’s completeness. Once the ERR is prepared, it is submitted to the HUD NEPA Subject Matter Expert (SME) for QA/QC review. The SME uses the same checklist, focusing on the QA/QC column, to verify that all sections of the document are complete and compliant. This systematic approach helps maintain high standards of accuracy and compliance throughout the review process.



Before submission, technical edits ensure clarity, accuracy, consistency, and correct grammar and spelling. Every report undergoes review by an SWCA technical editor, and documents are formatted for agency compliance, readability, graphics placement, and overall appearance. GIS maps and other figures follow similar processes, resulting in effective and attractive color graphics. SWCA's comprehensive QA/QC process minimizes rework, reducing the risk of missed milestones and budget overruns. Typically, at least 5% of project time is devoted to QA/QC activities.

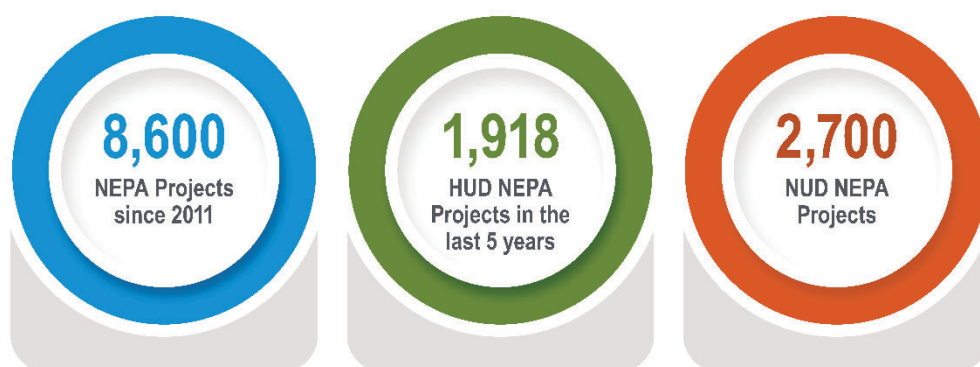
3. PROJECT EXPERIENCE

HUD ENVIRONMENTAL REVIEW AND EXPERIENCE

SWCA understands that the foundation of a successful environmental review stems not only from compliance with HUD NEPA and applicable *Federal Register* notices and commitments in applications to HUD, but also from a solid understanding of all levels of review that are required for

each project or program. Since 2001, SWCA has been awarded more than 2,700 HUD-related contracts.

Approximately 70% of those contracts (1,918) have been awarded within the last 5 years, a growth that shows our commitment to serving REs and subrecipients of HUD allocations.



We have completed projects for both private and government clients under all levels of review: Exempt (administrative, engineering, environmental services, etc.), CENST (supplement funding, support services, etc.), CEST (minor rehabilitation projects, acquisition, etc.), and EA (major rehabilitation, reconstruction, new construction projects, etc.), both as stand-alone environmental reviews and under the Tiering process (Tier I [Broad Review] and Tier II [SSC]). SWCA team members have also completed environmental review adoptions, as well as interagency joint environmental reviews at the federal, state, and local levels. Our understanding of all aspects and nuances associated with the HUD NEPA process allows us to provide informed, experience-driven guidance on how to achieve specific goals within the timeframe you, as the RE, require.

SWCA has extensive experience providing technical assistance and compliance reviews for various housing and infrastructure projects under multiple HUD NEPA program and funding allocations. Our work includes community-wide housing programs, both mandatory and voluntary, residential and commercial buyout programs, and EAs for housing projects such as senior living facilities funded by the HOME Investment Partnerships Program. We also support projects utilizing Low-Income Housing Tax Credits (LIHTC) and Section 8 vouchers. Additionally, SWCA has assisted with numerous Community Development Block Grant (CDBG) infrastructure projects, including community centers and drainage improvements, at both CEST and EA levels of review. Across the United States, we have completed HUD NEPA environmental reviews for stormwater drainage, wastewater treatment plants, lift stations, water line improvements, water treatment plants, and utility line improvements. Some projects spanned entire counties and required the review of multiple environmental resources, serving diverse populations. These projects included compliance with all relevant environmental resource areas, such as wetland delineations and subsequent U.S. Army Corps of Engineers (USACE) permitting and consultations.



In addition to the HUD-specific experience above, SWCA has prepared hundreds of NEPA documents across the United States over the past 40 years. Our NEPA work has directly or indirectly supported dozens of federal agencies, including but not limited to HUD, FEMA, U.S. Environmental Protection Agency, USACE, U.S. Bureau of Ocean Energy Management, Bureau of Land Management, U.S. Forest Service, U.S. Customs and Border Protection, U.S. Department of Agriculture, USFWS, National Oceanic and Atmospheric Administration National Marine Fisheries Service, and the Federal Energy Regulatory Commission, among others.

HIGHEST VENDOR RATING BY GENERAL LAND OFFICE

SWCA was evaluated in 2022 by the Texas GLO and received their highest vendor rating: "Contractor that delivered the good or service; that is the best value for the good or service because it complied with all the specifications and evaluation criteria identified in the solicitation documents; in full compliance of all material terms of the contract; and with complete or substantial customer satisfaction."

We can accurately determine each review type for any project and have worked with all levels of review, including Tier I Broad Reviews, Tier II SSC reviews, EAs, CESTs, and CENSTs, as well as the determination of exempt reviews. SWCA has experience with HEROS, all public noticing requirements, completion of Form 7015.15 to receive the 7015.16 – Authority to Use Grant Funds for Environmental Assessment Level projects, and CEST projects not converting to Exempt. In addition to conducting environmental reviews, SWCA's team of professionals has developed trainings and policy and procedure manuals for grantees such as Orange County, New York and the Texas General Land Office (GLO). SWCA also provides regular NEPA training to Bureau of Land Management staff and specifically tailored a workshop at the request of the Harris County Flood Control District in Texas.

The project descriptions that follow demonstrate our comprehensive experience in HUD NEPA compliance.

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

Project Owner / SWCA Client: City of Fresno Housing and Community Development Division

Dates of Service Contract: 2022–Present (ongoing)

Location: Fresno County, California

SWCA was retained by the City of Fresno Housing and Community Development Division to provide U.S. Department of Housing and Urban Development (HUD) National Environmental Policy Act (NEPA) compliance under 24 Code of Federal Regulations (CFR) 58 for their annual action plan projects funded by the HOME Investment Partnerships Program (HOME), Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) Program, Housing Opportunities for Persons With AIDS (HOPWA) Program, and other special HUD grants, such as HOME-American Rescue Plan (ARP) Program funds. Projects range in scope from requiring environmental assessment (EA)-level reviews to exempt reviews for administrative and other exempt program costs. In addition to providing NEPA compliance in completing their environmental review records (ERRs) annually, SWCA provides National Historic Preservation Act (NHPA) Section 106 compliance reviews for the City of Fresno under their programmatic agreement (PA) with the State Historic Preservation Office (SHPO). Our qualified team of Secretary of Interior–qualified architectural historians supplement the City of Fresno team to ensure their housing rehabilitation program projects are in compliance with the SHPO's guidelines.



FRESNO HOUSING AUTHORITY, ON-CALL NEPA ENVIRONMENTAL COMPLIANCE SERVICES

Project Owner / SWCA Client: Fresno Housing Authority

Dates of Service Contract: 2022–Present (ongoing)

Location: Fresno County, California

SWCA was retained by Fresno Housing Authority to provide NEPA compliance under 24 CFR 58 for their HUD-funded projects. As Fresno Housing is not a HUD grantee, funds from the City of Fresno are awarded to Fresno Housing to facilitate projects that meet their annual goals to develop affordable housing in Fresno. In addition to providing NEPA compliance in completing their ERRs annually, SWCA provides Phase I and II ESAs and other supplemental environmental studies to support NEPA compliance. All projects assigned to SWCA have been completed in a timely manner in accordance with our agreed-upon schedule and within budget without the need for change orders.

WHAT OUR CLIENTS SAY

"WOW! Awesome turnaround! The homeowner will be MOST appreciative. Thank you kindly."

–André Best, Environmental Quality Specialist,
City of Phoenix Neighborhood Services
Department, HUD NEPA on-call emergency site-
specific review completed in 5 hours from
assignment for a property without air
conditioning

FRESNO METRO MINISTRY ST. REST FOOD TO SHARE HUD NEPA COMPLIANCE

Project Owner / SWCA Client: FRESNO METRO MINISTRY

Dates of Service Contract: 2022–Present (ongoing)

Location: Fresno County, California

SWCA was retained by the Fresno Metro Ministry to provide NEPA compliance under 24 CFR Part 58 for their HUD-funded project, which included the renovation of an existing 5,852-square-foot warehouse and the construction of a new 4,000-square-foot, two-story community building to establish a food redistribution hub and community support center. The project received both HUD Community Project Funding in addition to a Brownfield Redevelopment Grant from the U.S. Environmental Protection Agency (EPA); therefore, interagency NEPA coordination took place to ensure the most efficient EA preparation and was completed within 45 days of notice to proceed.

COUNTY OF ORANGE HOUSING AND COMMUNITY DEVELOPMENT DIVISION, ON-CALL HUD NEPA COMPLIANCE

Project Owner / SWCA Client: County of Orange Housing and Community Development Division

Dates of Service Contract: 2025–Present (ongoing)

Location: Orange County, California

SWCA has been retained by the County of Orange Housing and Community Development Division to provide general HUD NEPA consulting services and SME guidance and to produce ERRs for their CDBG, HOME and other HUD-funded projects annually. SWCA works with the County of Orange to ensure their policies and procedures will withstand HUD monitoring events and produces environmental reviews under various levels of review ranging from Exempt to EAs compliant with 24 CFR 58.



YOLO COUNTY HOUSING AUTHORITY, HUD NEPA COMPLIANCE

Project Owner / SWCA Client: Yolo County Housing Authority

Dates of Service Contract: 2025–Present (ongoing)

Location: Yolo County, California

SWCA has been retained by the Yolo County Housing Authority (YCH) to provide HUD NEPA compliance under 24 CFR 58 for their 12 affordable housing developments across Yolo County. SWCA has assisted YCH by reviewing their 5-year Capital Fund Program plan goals, identifying the correct level of review for all locations and planned activities, and completing the 12 EA reviews for each of the properties, as well as coordinating all required supportive studies.

HOUSING AUTHORITY OF SAN LUIS OBISPO, ANDERSON HOTEL APARTMENTS NEPA SERVICES

Project Owner / SWCA Client: Housing Authority of San Luis Obispo

Dates of Service: 2022–2023

Location: San Luis Obispo County, California

SWCA was retained by the Housing Authority of San Luis Obispo (HASLO) to provide NEPA compliance under 24 CFR 58 for the HUD-funded Anderson Hotel Apartments Rehabilitation Project, which consists of the acquisition and substantial renovation of an existing 68-unit mixed-use affordable housing building at 955 Monterey Street, San Luis Obispo, San Luis Obispo County, California. Two manager's units are proposed in addition to 66 apartments that would qualify as affordable housing for a minimum of 55 years pursuant to the California Tax Credit Allocation Committee program. The proposed unit mix would include 40 units of permanent supportive housing for the target populations of persons experiencing homelessness or at risk of homelessness. The Anderson Hotel is a locally listed historic resource by the City of San Luis Obispo (No. 107) but is not on a federal or state historic listing or register. The five-story (plus basement) Anderson Hotel was originally constructed from 1922 to 1923 as a hotel with 95 rooms. A five-story annex was constructed in 1930 and maintained the Mediterranean/Italianate style by continuing the façade patterning and adding a terra cotta-tiled roof tower. In the early 1970s, the hotel was renovated into the current configuration of apartments, common space, and retail uses on the ground floor, which surround the two building entrances to the main building lobby. The proposed sources of funds would be used to substantially renovate the existing building and create a ground lease/leasehold ownership structure whereby a limited partnership will own the apartments and HASLO will retain ownership of the land and first-floor retail spaces.

CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, CDBG-DR 2017–2018 CALIFORNIA WILDFIRE RECOVERY NEPA TIER II SUPPORT

Project Owner: California Department of Housing and Community Development | **SWCA Client:** Workforce Group / SLSCO LTD

Dates of Service: 2021–Present (ongoing)

Location: Multiple Counties, California

SWCA, through Workforce Group, under contract to SLSCO LTD, is overseeing environmental review compliance for CDBG-DR–funded programs related to single-family residential wildfire recovery programs within 13 California counties. The ReCoverCA program will assist eligible single-family homeowners whose residences were damaged or destroyed by the 2017 and 2018 wildfires, with the intent to provide eligible applicants with rehabilitated or new replacement housing. The CDBG-DR program is administered by the California Department of Housing and Community Development (HCD). SWCA is assisting Workforce Group and SLSCO LTD with the following scope of services required to complete the necessary environmental clearances for the HCD programs, as required under NEPA and HUD regulations (24 CFR 58) for CDBG-DR–funded projects: 1) Tier II SSC review services, 2) NHPA



Section 106 consultations, 3) on-call technical assistance support, and 4) threatened and endangered species evaluations and reports. Part of SWCA's services included writing a draft PA for HUD CDBG-funded programs that is currently under review by the California Office of Historic Preservation and SHPO.

MARIN HOUSING AUTHORITY, GOLDEN GATE VILLAGE SECTION 106 CONSULTATION AND NEPA SUPPORT SERVICES

Project Owner / SWCA Client: Marin Housing Authority

Dates of Service Contract: 2023–Present (ongoing)

Location: Marin County, California

SWCA is assisting the Marin Housing Authority (MHA) in meeting its historic preservation and cultural compliance needs for the Golden Gate Village Residential Complex at 429 Drake Avenue, Sausalito, Marin County, California. SWCA's team of qualified technical professionals is efficiently and accurately navigating HUD and federal regulations, including NHPA Section 106, to provide historic preservation services. The project is led by an experienced SWCA project manager, who ensures the production of quality historic preservation and HUD documents with minimal oversight. SWCA's expertise and responsiveness have made SWCA the ideal firm to execute on-call historic preservation and cultural resources consulting services for the MHA.

CITY OF SAN LUIS OBISPO, CALLE JOAQUIN HOMEKEY PROJECT NEPA SERVICES

Project Owner / SWCA Client: City of San Luis Obispo

Dates of Service Contract: 2024

Location: San Luis Obispo County, California

SWCA was retained by the City of San Luis Obispo to prepare an EA for the acquisition and conversion of an existing 87-room motel to a permanent supportive housing building for target populations of persons experiencing homelessness or at risk of homelessness on a 1.77-acre parcel zoned Service Commercial with a Planned Development overlay (C-S-PD) in San Luis Obispo. SWCA was retained to assist with the NEPA review and preparation of an EA for the City of San Luis Obispo and HUD so that the project would be eligible to receive federal Section 8 Housing Choice Voucher (HCV) Program grant funds. SWCA's team is currently preparing Executive Order 11988 compliance documentation and an EA pursuant to NEPA.

COUNTY OF SAN LUIS OBISPO, BRIDGE STREET APARTMENTS NEPA SERVICES

Project Owner / SWCA Client: County of San Luis Obispo

Dates of Service Contract: 2023–2024

Location: San Luis Obispo County, California

SWCA was retained by the San Luis Obispo Non-Profit Housing Corporation (SLONP) to prepare an EA for the acquisition of an existing undeveloped parcel to facilitate the construction of a mixed-use development. The development would consist of three new buildings with 94 low-income affordable units, community rooms, and leasing/management offices and one new single-story building with 924 square feet of commercial/office space on an approximately 2.73-acre parcel zoned Manufacturing (M) in San Luis Obispo. SWCA was retained to assist with the NEPA review and preparation of an EA for the County of San Luis Obispo and HUD so that the project would be eligible to receive federal Section 8 HCV Program grant funds. SWCA's team prepared an EA pursuant to NEPA and completed all compliance tasks on-time and under budget.



COUNTY OF SAN LUIS OBISPO, ORCUTT ROAD APARTMENTS NEPA SERVICES

Project Owner / SWCA Client: County of San Luis Obispo

Dates of Service Contract: 2023

Location: San Luis Obispo County, California

SWCA was retained by the SLONP to prepare an EA for the acquisition and redevelopment of an existing property that was previously used as the Maxine Lewis Homeless Shelter, which provided 49 beds to serve unhoused community members. The project included a total of 40 new affordable dwelling units, including 39 dwelling units and one manager's unit; 1,000 square feet of community space; and 850 square feet of existing commercial space to remain on an approximately 0.67-acre parcel that is zoned Service Commercial in San Luis Obispo. SWCA was retained to assist with the NEPA review and preparation of an EA for the County of San Luis Obispo and HUD so that the project would be eligible to receive federal CDBG Program and Section 8 HCV Program grant funds. SWCA's team prepared an EA pursuant to NEPA and completed all compliance tasks on time and under budget.

COUNTY OF SAN LUIS OBISPO, NIPOMO SENIOR 40 PROJECT NEPA SERVICES

Project Owner / SWCA Client: McCarthy Companies/County of San Luis Obispo

Dates of Service Contract: 2021–2022

Location: San Luis Obispo County, California

SWCA was retained by McCarthy Companies to prepare an EA for an independent senior living facility in Nipomo. The facility was previously approved by the County of San Luis Obispo under CEQA (Initial Study/Mitigated Negative Declaration), and SWCA was retained to assist with the NEPA review and preparation of an EA for the County of San Luis Obispo and HUD so that the project would be eligible to receive federal LIHTCs, Section 8 vouchers, and HOME grant funds. SWCA's team prepared an EA pursuant to NEPA and assisted with federal Endangered Species Act Section 7 and NHPA Section 106 compliance. Issue areas included Clean Air, Contamination and Toxic Substances, Endangered Species, Historic Preservation, Noise Abatement and Control, Visual Resources, and Tree Protection. Although the project had an extremely constrained timeline due to the application deadline for federal LIHTC, SWCA was able to closely coordinate and communicate with the client and the County of San Luis Obispo to remain on schedule and ensure all critical deadlines and noticing requirements were met.

“The SWCA team, led by project manager Alaina Callinan, was able to complete the review in a timely manner and ensured consistent and clear communication on project milestones. The Environmental Assessment was completed thoroughly and in compliance with all laws and regulations and was accepted by the Responsible Entity with no comments. As a small non-profit, access to resources provided by SWCA is instrumental in our ability to continue our mission.”

– *Beaches Habitat for Humanity*



4. REFERENCES

1

CLIENT: County of San Luis Obispo
Planning and Building Department
976 Osos Street, Room 200
San Luis Obispo, CA 93401

CONTACT: Eric Hughes, Principal
Environmental Specialist
(805) 781-1591
ehughes@co.slo.ca.us

PROJECT: Planning and
Environmental Open Services
Agreements

2

CLIENT: City of San Luis Obispo
Community Development Department
919 Palm Street
San Luis Obispo, CA 93401

CONTACT: Rachel Cohen, Senior
Planner
(805) 781-7574
rcohen@slocity.org

PROJECT: Planning, Development
Review, and Environmental Review
Services

3

CLIENT: Fresno Metro Ministry
285 W. Shaw Avenue, Suite 201
Fresno, CA 93704

CONTACT: Keith Bergthold,
Executive Director
(559) 250-1902
keith@regenerateca.org

PROJECT: Fresno Metro Ministry St.
Rest Food to Share HUD NEPA
Compliance

5. FEES

SWCA requests that the City consider the unit-based, fixed-fee pricing format presented below in Table 2 for developing the standard types of environmental reviews that can be expected to occur in HUD programs and for the Housing Rehabilitation Program Historical Review process. Table 2 does not include unit costs for EIS level of review, NHPA Section 106 compliance, or specialized studies. Specialized studies include services such as Phase I and II ESAs, wetland delineation, archaeology field studies, threatened and endangered species inventory studies, contaminated soil testing, and LBP investigations/studies. SWCA can perform all these services directly or through our subcontractors. If a specialized study is needed, SWCA will inform the City as soon as it is identified and will provide the City with a detailed cost and technical proposal for that particular project location using the unit rates provided in Table 3.

Table 2. Unit Price Summary

TASK	UNIT PRICE
Exempt ERR Document	\$835.00
CENST ERR Document	\$835.00
CEST ERR Document	\$15,100.00
EA ERR Document	\$18,787.00
Tier I Broad Review	\$19,500.00
Tier II Site-Specific Checklist Reviews	\$2,687.00
Section 106 Review Housing Rehab Intake Fee *	T&M
Section 106 Review PA review Form Housing Rehab	\$350



City of Fresno Professional Consultant Services for NEPA Assessment and Compliance Documents RFP

TASK	UNIT PRICE
Section 106 Review DPR Form Housing Rehab	\$2,025

* Intake Fee for Housing Rehabilitation Program Programmatic Agreement Historical Reviews: Using the rates in **Table 3**, our staff will bill their time for time spent populating the intake tracker and reviewing the scope provided to accurately determine the level of review required for the project. This service will be billed time and materials for actual time spent conducting intake and will depend on the number of reviews in each batch of assignments from the City.

Table 3. SWCA Labor Categories, Hourly Rates, and Direct Costs

These rates will be held firm for the duration of the contract with an anticipated expiration date of July 31, 2030.

SWCA LABOR RATES			
LABOR CATEGORY	HOURLY RATE	LABOR CATEGORY	HOURLY RATE
Consulting Services: Cultural Resources, Environmental Resources, Paleontology, Scientific Resources, Planning Resources, Air Quality, Landscape Architecture, Ecological Restoration, Disaster Recovery, GIS/CADD Resources, Technical Writing/Editing, Training/Facilitating, Graphics/Media Production, Administrative			
Subject Matter Expert IV	\$302.00	Specialist VIII	\$163.00
Subject Matter Expert III	\$277.00	Specialist VII	\$152.00
Subject Matter Expert II	\$250.00	Specialist VI	\$142.00
Subject Matter Expert I	\$237.00	Specialist V	\$127.00
Specialist XII	\$233.00	Specialist IV	\$118.00
Specialist XI	\$214.00	Specialist III	\$108.00
Specialist X	\$195.00	Specialist II	\$94.00
Specialist IX	\$175.00	Specialist I	\$80.00
DIRECT COSTS			
EXPENSE	COST	EXPENSE	COST
Lodging, rental car, fuel	At cost	Tablet + geode	\$40/day
Per diem	GSA rate at time of billing	Subcontractors	20% markup
Mileage	IRS rate at time of billing	Black and white copies	\$0.10/page
Tablet	\$24/day	Color copies	\$1.00/page

Direct expenses are subject to a 15% markup and subcontractor expenses are subject to a 20% markup.

Overtime is invoiced at 1.2 times standard rates for all hours over 8 in one day. Client shall not pay overtime rates for SWCA's salaried employees.

Table 4. Illingworth & Rodkin, Inc., Labor Categories and Hourly Rates

ILLINGWORTH & RODKIN LABOR RATES	
LABOR CATEGORY	HOURLY RATE
Principal	\$270.00
Senior Consultant	\$240.00
Consultant	\$225.00
Staff Consultant	\$210.00
Technical/Admin Support	\$150.00

**Table 5. Krazan & Associates, Inc., Labor Categories and Hourly Rates**

KRAZAN & ASSOCIATES, INC. LABOR RATES	
LABOR CATEGORY	HOURLY RATE
Principal Department Manager	\$180.00
Registered Senior Engineer/Manager	\$170.00
Professional Geologist	\$155.00
Environmental Professional	\$131.00
Project Geologist	\$131.00
Field Geologist	\$130.00
Certified Asbestos Inspector/Manager	\$105.00
Project Administration & Analysis	\$80.00
Consultation, Preparation for Court, Expert Witness – Principal Engineer	\$425.00/hr
Engineering Technician	\$101.00
Environmental Technician	\$100.00
ARC GIS/AutoCad/Engineering Technician	\$83.00
Administrative Support	\$80.00
Word Processing/Reproduction	\$70.00

FEE ASSUMPTIONS

1. Should there be any changes to assumptions regarding these unit prices, SWCA reserves the right to negotiate a revised unit price.
2. Hourly and unit rates outlined shall be valid through July 31, 2030, after which an updated unit and rate sheet may be prepared and submitted.
3. Publication costs for all public notices will be incurred directly by the City.
4. Prices include publication preparation, Form 7015.15 preparation, and levels of review requiring these documents.
5. The unit price of each ERR does not include costs associated with potential specialized services such as wetland delineation, NHPA Section 106 compliance, threatened and endangered species inventory studies and/or consultation, Phase I/II ESAs, contaminated soil testing, LBP and asbestos-containing materials investigations/studies, noise, air, traffic, or archaeology field studies. We are not able to estimate an amount of what these services may cost without knowing the project location and scope of work and therefore they are not included in the unit cost provided in Table 2. SWCA can perform all these services directly or through our qualified subcontractors and will provide the City with a cost and technical proposal if any of these services are identified as being necessary for HUD-funded projects.
6. The CEST and EA unit prices generated are based on each HUD project involving a single activity location such as one multifamily residential building or infrastructure improvement development that does not exceed



15 acres in area. SWCA would request that a separate unit rate be negotiated with the City in advance for complex projects with multiple areas and activities.

7. Historic Review Forms for PA reviews will be completed within 5 business days. Should an expedited review be required, an additional fee will be negotiated. Historic Review Forms for DPR reviews will be completed within 15 business days. Should an expedited review be required, an additional fee will be negotiated.

GENERAL ASSUMPTIONS

1. All SWCA deliverables and receivables will be submitted electronically, and hard copies of documents will not be produced.
2. We assume that HUD is the only federal funding/ agency requiring NEPA reviews under 24 CFR 50 or 58. Only federal requirements will be addressed. State compliance with CEQA is not included in this response.
3. The DPR form fee assumes no fieldwork. If fieldwork is required to verify scope or conduct a record review at the assessor's office, those fees will be billed as incurred.
4. All information needed to complete the environmental review will be provided by the City when the notice to proceed for the project is issued.

6. CITY CONTRACT

After careful review of the sample contract included as Appendix A to the RFQ, SWCA does not have exceptions or necessary changes to the requirements and language of the sample contract.

APPENDIX A:

Resumes



ALAINA CALLINAN, M.S., PROJECT MANAGER / HUD NEPA SUBJECT MATTER EXPERT

Alaina Callinan has been with SWCA for 3 years, ensuring environmental compliance for U.S. Department of Housing and Urban Development (HUD)–funded programs on behalf of several HUD Grantees and Responsible Entities nationwide. Alaina co-leads SWCA’s internal HUD National Environmental Policy Act (NEPA) trainings, develops resources, and audits all internal HUD NEPA deliverables as a subject matter expert. Until February 2021, Alaina was the Assistant Director of the Office of Community Development for Orange County, New York. Projects under her direction included large public infrastructure, single-family and multifamily affordable housing, as well as many other administrative and planning efforts, including American Rescue Plan Act grants. Over the course of her career, she has personally completed hundreds of Environmental Review Records (ERRs) for HUD-funded programs by leading teams of environmental professionals such as the key personnel submitted in this response. Alaina maintains a partner user account in the HUD Environmental Review Online System (HEROS) for all of the Grantees she works with and can provide technical assistance to Responsible Entity users.

YEARS OF EXPERIENCE

11

EXPERTISE

Endangered Species Act compliance

Climate change analysis

Historic preservation

NEPA project management

NEPA document review

NEPA training/teaching

NEPA QA/QC

Floodplains and geomorphology

Clean Water Act (CWA) compliance

Technical writing

Public involvement and stakeholder engagement

NHPA Section 106 compliance

EDUCATION

M.S., Environmental Science and Policy; Johns Hopkins University; 2019

B.S., Geology; State University of New York, New Paltz; 2014

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

On-Call HUD NEPA and NHPA Section 106 Compliance Services; City of Fresno Housing and Community Development; Fresno, Fresno County, California. SWCA was retained by the City of Fresno (City) Housing and Community Development Division to provide HUD NEPA compliance under 24 CFR 58 for their annual action plan projects funded by the various HUD grants. Projects range in scope from requiring Environmental Assessment (EA)-level review to exempt reviews for administrative and other exempt program costs. In addition to providing NEPA compliance in completing its environmental records of review annually, SWCA provided Section 106 compliance reviews for the City following its programmatic agreement with the State Historic Preservation Office (SHPO). Our qualified team of Secretary of the Interior-qualified architectural historians supplement the City’s team to ensure its housing rehabilitation program projects are in compliance with SHPO guidelines. *Role: Project Manager. Coordinated completion of HUD NEPA compliance under 24 CFR 58 for their annual action plan projects funded by HOME, Community Development Block Grant (CDBG), Emergency Solutions Grant, Housing Opportunities for Persons With AIDS, and other Special HUD Grants such as HOME Investment Partnerships American Rescue Plan Program funds.*

Butte County CDBG-DR Projects Environmental Services; Butte County; Butte County, California. SWCA is providing NEPA and California Environmental Quality Act (CEQA) compliance services for eight CDBG–Disaster Recovery (CDBG-DR) projects in Butte County. The effort focused on ensuring environmental compliance for projects funded by CDBG-DR grants, including the preparation of EAs and categorical exclusion reviews. Key activities included developing procedures to streamline program completion, ensuring adherence to HUD NEPA compliance regulations under 24 CFR 58, and addressing additional requirements under 24 CFR 51 and 58 et seq. These services supported the county's recovery efforts by ensuring all projects met federal and state environmental standards. *Role: Senior NEPA Advisor. Responsibilities included coordinating the completion of HUD NEPA compliance, developing compliance procedures, and overseeing the preparation of environmental documentation to ensure regulatory adherence.*

On-Call NEPA Environmental Consulting Services; Fresno Housing Authority; Fresno County, California. SWCA was retained by the Fresno Housing Authority to provide HUD NEPA compliance under 24 CFR 58 for their HUD-funded affordable housing projects. Projects range in scope from requiring EA-level review to exempt reviews for administrative and other exempt program costs. Alaina ensures all environmental reviews are completed in accordance with all regulations and assists the Fresno Housing Authority with coordination with the Responsible Entity for funding received. *Role: Project Manager. Provides Fresno Housing Authority with NEPA compliance under 24 CFR 58 for their HUD-funded projects. As the agency is not a HUD Grantee, funds from the City of Fresno are*



awarded to the agency to facilitate projects that meet their annual goals to develop affordable housing in Fresno. Identifies the need for additional studies as required by 24 CFR 51 and 58 et seq. including Phase I and II Environmental Site Assessments and other supplemental environmental studies to support NEPA compliance and coordinates these studies for inclusion in the ERR.

Yolo County Housing Environmental Site Review; Yolo County Housing Authority; Yolo County, California. SWCA has been retained by Yolo County Housing Authority to provide HUD NEPA compliance under 24 CFR 58 for their 5-year Capital Fund Program Plan actions across their 12 affordable housing properties. Each affordable housing facility requires an EA level of review. *Role: Project Manager. Managing all aspects of the project. Coordinating EA development, GIS, and environmental review, ensuring NHPA compliance. Ensures all EAs are completed in accordance with all regulations and assists Yolo County Housing Authority with coordination with the Responsible Entity for funding received.*

Golden Gate Village Cultural Resource Services; Marin Housing Authority; Marin County, California. SWCA was retained by the Marin Housing Authority to provide HUD NEPA compliance under 24 CFR 58 for their HUD-funded public housing projects. *Role: Subject Matter Expert. Provides guidance to SWCA's team of environmental planners in preparing a Categorical Exclusion Subject to Part 58.35 (CEST) pursuant to 24 CFR 58, as the project is requesting federal funds through the HUD Rental Assistance Demonstration conversion process. Ensures all environmental reviews are completed in accordance with all regulations and assists the Marin Housing Authority with coordination with the Responsible Entity for funding received and entry of ERRs into HEROS.*

Dry Creek Commons Project NEPA/CEQA Compliance Support; City of Healdsburg; Healdsburg, Sonoma County, California. SWCA provided CEQA environmental services for the construction of a 58-unit affordable family rental housing project on a 3.53-acre City of Healdsburg-owned property and adjacent 0.17-acre off-site improvement area. Additionally, SWCA prepared an EA, as the project is requesting federal funds through the HUD CDBG Program. SWCA provided Section 106 tribal consultation support services and prepared the SHPO consultation letter as part of the environmental documentation prepared pursuant to the EA and coordinated with City and Burbank Housing on the Federal Emergency Management Agency (FEMA) eight-step decision-making process for development within a 100-year floodplain/wetland including early noticing for public review. *Role: Environmental Planner, Subject Matter Expert. Provided subject matter expert guidance to SWCA environmental planners in preparing an EA pursuant to NEPA as the project is requesting federal funds through the HUD CDBG Program.*

Stead Manor Environmental Services; Reno Housing Authority; Washoe County, Nevada. SWCA was retained by the City of Reno Housing Authority to provide HUD NEPA compliance under 24 CFR 58 for their HUD-funded affordable housing project. The project was a CEST level of review. *Role: Subject Matter Expert. Provided direct support and oversight to project environmental planners, biologists, GIS technicians and historical preservation team for coordination and completion of ERR.*

Puerto Rico Department of Housing CDBG-DR and CDBG-MIT Funded Environmental Review Services; Puerto Rico. As deputy program manager, Alaina is responsible for coordinating the completion of HUD NEPA compliance under 24 CFR 58 for various Programs under the Puerto Rico Department of Housing CDBG-DR and CDBG-MIT HUD Grants. Alaina and her team developed procedures for program completion and ensure all projects are compliant with 24 CFR 51 and 58 et seq. Alaina and her team are responsible for the completion of Tier II/Site-Specific Checklists as well as completing EAs and Categorically Excluded Reviews. *Role: Deputy Program Manager. Led a large team of planners, historians, archaeologists, site inspectors and subconsultants to ensure that 24 CFR 58 compliance was achieved across multiple CDBG-DR and -MIT funded programs.*

Beaches Habitat For Humanity EA; Beaches Habitat for Humanity; Duval County, Florida. SWCA was retained by Beaches Habitat for Humanity to provide HUD NEPA compliance under 24 CFR 58 for their HUD-funded affordable housing project. The project involved new construction and was reviewed as an EA. Alaina provided project oversight and direction to team and ensured compliance with all laws and authorities were achieved. *Role: Subject Matter Expert. Reviewed EA, 5-Step Guidance, and Section 106/No effect letter to SHPO. Prepared tribal consultation letters. Coordinated with both the client and HUD Responsible Entity to ensure seamless coordination and receipt of the Authority to Use Grant Funds after assisting the client in entering the project through HEROS and submitting the Request for Release of Funds.*

*** NEPA Compliance for HUD-Funded Projects; New York State Homes and Community Renewal; Statewide, New York.** NEPA review required under 24 CFR 58 for HUD-funded projects for the New York State Office of Homes and Community Renewal. Projects specifically were funded with HOME funding for their Local Program Administrator Program. *Role: Project Manager. Led team in developing Broad Tier I/Programmatic Reviews and creating Tier II/Site-Specific Checklists. Responsible for all contract management, invoicing, project completion tracking, quality control and assurance reviews of final work project and proper staff allocation. Arranged for all public noticing, distributed public notices, and assisted with the completion of the request for release of funds from HUD. Served as project manager for 3 fiscal years of funding and completed over 60 Tier I Environmental Review Records and respective Tier II templates.*



ANGEL PELTOLA, B.S., HUD NEPA SUBJECT MATTER EXPERT, QA/QC

Angel Peltola is a seasoned disaster recovery and National Environmental Policy Act (NEPA) compliance specialist with extensive expertise in U.S. Department of Housing and Urban Development (HUD) environmental regulations under 24 Code of Federal Regulations (CFR). She has a proven track record in preparing 24 CFR 58–compliant environmental review documents, facilitating federal and state agency consultations, and delivering comprehensive HUD NEPA training to diverse audiences. As the former subject matter expert for the State of Texas Disaster Recovery and Mitigation programs, Angel ensured regulatory compliance across a wide range of housing and infrastructure projects. Her proficiency in environmental monitoring and deep understanding of HUD’s regulatory requirements make her highly effective in achieving compliance and successful project outcomes.

YEARS OF EXPERIENCE

7

EXPERTISE

NEPA compliance

State and county regulatory compliance

Environmental assessments

Disaster recovery and resilience

HUD NEPA trainings

EDUCATION

B.S., Biology, e: Chemistry; Texas State University, San Marcos; 2017

TRAINING

Floodplain management

Threatened and endangered species

Section 106 training including Advisory Council on Historic Preservation courses

Environmental policy review training; HUD/Shipley; 2019–2023

Federal Flood Risk Management Standard training; HUD; 2024

Wetland Management and Permitting; HUD/Shipley; 2019–2022

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

HUD Environmental Review Services; Escambia County Neighborhood Enterprise Division; Escambia County, Florida. SWCA provided environmental review services for the Escambia County, Florida (County), Neighborhood Enterprise Division, which used funds from HUD programs to assist eligible homeowners with repairs or new housing when repairs were not feasible. The programs required environmental reviews that met NEPA and 24 CFR 58 regulations. SWCA provided professional HUD environmental review services to facilitate the County's Housing Rehabilitation/Repair, Replacement, and New Home Construction Programs. These reviews included projects categorized as either a Categorical Excluded Subject To Part 58.5 or an Environmental Assessment (EA). *Role: Assistant Project Manager and HUD NEPA Regulatory Compliance Subject Matter Expert. Provides ongoing project support, including stakeholder coordination, for preparation of environmental reviews; ensures compliance with federal regulatory requirements; and reviews applicable consultations and public notices while providing relevant determinations and guidance.*

Self-Help Homeownership Opportunity Program Funding; Pensacola Habitat for Humanity; Pensacola, Escambia County, Florida. SWCA has been contracted by Pensacola Habitat for Humanity to provide HUD-compliant EAs for two proposed multifamily housing subdivisions in Pensacola. *Role: Assistant Project Manager. Provides ongoing project support for the preparation of EAs, including stakeholder coordination and agency consultation, and ensures all environmental review documents are in compliance with federal regulatory requirements.*

County Environmental Consulting Services On-Call; Volusia County; Volusia County, Florida. SWCA is currently providing environmental consulting services to Volusia County, preparing EAs for both housing and infrastructure projects. This includes completion of site visits and evaluations and review, research, and documentation of findings for all applicable laws and authorities related to the project. This includes environmental agency consultation (U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, State Historic Preservation Office), completing Part

55 compliance for the Federal Flood Risk Management Standard and wetlands, and potentially Phases I through III environmental site assessments. *Role: Associate Project Manager. Provided quality assurance/quality control (QA/QC) environmental reviews while ensuring all environmental documents are in compliance with federal regulatory requirements.*



ANNIKA KIEMM, B.S., ENVIRONMENTAL PLANNER

Annika Kiemm is an environmental planner who specializes in California Environmental Quality Act (CEQA) development strategies. As an environmental planner, she has developed skills and knowledge related to effective CEQA strategies for a variety of projects. She is efficient in technical, communication, and writing skills. She is willing and able to work on a variety of projects and technical aspects.

Annika has prepared environmental documents for CEQA/National Environmental Policy Act (NEPA) review for a variety of federal, state, and local agencies. She has experience evaluating a variety of necessary environmental resources identified by CEQA. Annika is proficiently gaining experience and knowledge through close coordination with her project manager and is applying these skills to each project she is involved in. She has gained substantial experience during her time at SWCA and will further apply and gain new skills for this field.

YEARS OF EXPERIENCE

5

EXPERTISE

Environmental impact analysis

CEQA compliance

EDUCATION

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

MEMBERSHIPS

Member, Association of Environmental Professionals

SELECTED PROJECT EXPERIENCE

City of Fresno On-Call; City of Fresno; Fresno County, California. The City of Fresno has retained SWCA under an on-call agreement to provide planning and environmental review services for development, infrastructure, and zoning amendment projects. Under this on-call agreement, SWCA has conducted project management, participated in meetings with applicants and City of Fresno staff, reviewed and commented on technical reports, and prepared various CEQA and NEPA documentations. To date, project types have included roadway improvements, infill development, zoning amendments, recreational facilities, and affordable housing. *Role: Environmental Planner. Provided project management and served as primary and contributing author of CEQA documents.*

Yolo County Housing Environmental Site Review; Yolo County Housing Authority; Yolo County, California. SWCA has been retained by Yolo County Housing Authority to provide HUD NEPA compliance under 24 CFR 58 for their 5-year Capital Fund Program Plan actions across their 12 affordable housing properties. Each affordable housing facility requires an EA level of review. *Role: Environmental Specialist. Authored letter to*

interested parties, contributed to and revised Environmental Assessment (EA).

Golden Gate Village Cultural Resource Services; Marin Housing Authority; Marin County, California. SWCA is under contract with Marin Housing Authority to provide CEQA, Section 106, and NEPA support for their ongoing work at their Golden Gate Village property, which is listed in the National Register of Historic Places. Working closely with Marin Housing Authority and the County of Marin planning staff, SWCA is preparing all documentation, which includes documentation of the historic property, consultation with local tribes and interested parties, Native American Heritage Commission outreach, consultation with federal, state, and local authorities, and assessment of effects to the historic resource. In addition to our support of Section 106 and NEPA work, we are contracted to complete environmental reporting in support of CEQA for the forthcoming project which will include supporting all sections of the environmental document including planning, archaeology, and architectural history as part of the Marin Housing Authority's plans to revitalize the housing complex. SWCA is also providing further historic preservation services by working with Marin Housing Authority and their project manager Burbank Housing Development Corporation to secure historic rehabilitation tax credits from both the federal and state programs. Currently, all facets of the project and its various scopes are on schedule and on budget. *Role: Environmental Specialist. Providing Section 106 project support.*

City of Coalinga Trails Master Plan Environmental Services; City of Coalinga; Fresno County, California. SWCA is preparing a Preliminary Environmental Study form, Initial Study/ Mitigated Negative Declaration (IS/MND), Natural Environment Study-Minimal Impacts (NES-MI), Archaeological Survey Report, Historic Resources Evaluation Report, Historic Properties Survey Report, and Phase I Initial Site Assessment in accordance with the Caltrans Standard Environmental Reference guidelines in support of the design, construction, and operation of portions of Segments 3, 4, and 9 of the City's planned 8.8-mile perimeter trail and spur system. The project would develop approximately 4,600 linear feet of a multi-use loop-and-spur Class I bicycle/pedestrian trail in Coalinga. *Role: Environmental Specialist. Assisted with MND and NES-MI preparation.*



Butte County CDBG-DR Projects Environmental Services; Butte County; Butte County, California. SWCA is providing NEPA and CEQA compliance services for eight Community Development Block Grant – Disaster Recovery (CDBG-DR) projects in Butte County. The effort focused on ensuring environmental compliance for projects funded by CDBG-DR grants, including the preparation of EAs and categorical exclusion reviews. Key activities included developing procedures to streamline program completion, ensuring adherence to HUD NEPA compliance regulations under 24 CFR 58, and addressing additional requirements under 24 CFR 51 and 58 et seq. These services supported the county's recovery efforts by ensuring all projects met federal and state environmental standards. *Role: Environmental Specialist. Worked on Federal Emergency Management Agency permitting memorandum, CEQA, MND, Categorical Exclusion, and Notice of Exemption. Coordinated field survey.*

Dana Reserve Specific Plan Environmental Impact Report (EIR); County of San Luis Obispo; Nipomo, San Luis Obispo County, California. SWCA is preparing an EIR for the Dana Reserve Specific Plan, which includes residential and commercial development on an approximately 280-acre parcel in the community of Nipomo. *Role: Environmental Planner. Prepared IS/ Notice of Preparation (NOP) and multiple EIR sections, including Agriculture and Forestry Resources, Air Quality, Energy, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Public Services, Recreation, Utilities and Service System, and Wildfire.*

Paso Robles Boys School Reuse Plan General Plan Amendment / Development Plan Environmental Impact Report; City of Paso Robles; Paso Robles, San Luis Obispo County, California. SWCA is preparing an EIR for the redevelopment of the Estrella Youth Correctional Facility (Paso Robles Boys School), which includes a General Plan Amendment to allow for a land use designation change and a Zone Change for an approximately 136.3-acre project site. *Role: Environmental Planner. Prepared IS/NOP and multiple EIR sections, including Agriculture and Forestry Resources, Hydrology and Water Quality, Land Use and Planning, and Population and Housing.*

South Railroad Mine Project Environmental Impact Statement; Gold Standard Ventures Corporation; Elko County, Nevada. The Bureau of Land Management (BLM), Elko District Office, Tuscarora Field Office, in cooperation with Gold Standard Ventures (US) Inc. (GSV), selected SWCA to provide an issue-based Environmental Impact Statement (EIS) for a proposed gold mine operation in Nevada. The proposed project area is approximately 7,000 acres. SWCA prepared the EIS assessing the impacts of project development, operation, and closure, including long-term closure. The impact analyses associated with the EIS focused on potential significant effects to a variety of natural and cultural resources that may result from the proposed project. SWCA coordinated with the BLM and GSV to incorporate design features and environmental protection measures as part of the Proposed Action to limit environmental impacts. Participated in public meetings in the communities of Eureka and Elko, Nevada. *Role: Project Coordinator. Scheduled and coordinated meetings, recorded meeting notes, organized project communication, and compiled administrative record.*

Riverdale Park Tract CEQA and NEPA; Self-Help Enterprises; Tulare County, California. SWCA prepared CEQA/NEPA documentation, including biological resources surveys, cultural resources survey report, MND, and Environmental Package (federal cross-cutting forms) for upgrades to the Riverdale Park Tract Community Services District water system to tie into the City of Modesto's water system and provide safe drinking water to the Riverdale Park neighborhood. NEPA documentation was needed to qualify for the Financial Assistance Application for State Revolving Funds from the State Water Resources Control Board. *Role: Environmental Specialist. Assisted with MND preparation.*



DAN HERRICK, M.A., ARCHITECTUAL HISTORIAN

Dan Herrick has been a practicing historic preservation professional in the western United States for over a decade. Dan is proficient in documenting and evaluating cultural resources, preparing Secretary of the Interior’s Standards analyses, and completing a variety of historic preservation planning documents. Through extensive research experience, Dan is familiar with a variety of national and regional historical contexts but has a notably strong understanding of the recently built environment. He is adept at developing creative mitigation measures with an emphasis on public benefit. Recent projects involved navigating complex regulatory nexuses related to the built environment as part of larger permitting and compliance strategies. This includes preparing documents and performing multi-party outreach to meet technical reporting and consultation requirements under Section 106 of the National Historic Preservation Act (NHPA), as well as the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Dan brings cross-discipline knowledge and implements a holistic approach to all projects to provide a thorough and well-executed product.

YEARS OF EXPERIENCE

12

EXPERTISE

Historic Preservation Plans

Determinations of eligibility for NRHP, CRHR, and local inventories in California

Leading and executing large scale historic resources surveys

Historic District and Cultural Landscape analyses

Secretary of the Interior’s Standards review and compliance

NHPA Section 106/ NEPA / CEQA

HUD Part 50/ 58 reviews

Specialized expertise in historic preservation planning and policy

EDUCATION

B.A., History; University of Calgary; 2009

M.A., Heritage Conservation; University of Southern California, School of Architecture; 2014

TRAINING

Project Management Bootcamp, PSMJ Resources, Inc.; 2024

MEMBERSHIPS

American Planning Association

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

On-Call HUD NEPA and NHPA Section 106 Compliance Services; City of Fresno Housing and Community Development Division; Fresno, Fresno County, California. SWCA was retained by the City of Fresno Housing and Community Development Division to provide U.S. Department of Housing and Urban Development (HUD) NEPA compliance under 24 CFR 58 for their annual action plan projects funded by the HOME Investment Partnerships Program, Community Development Block Grant (CDBG), Emergency Solutions Grant, Housing Opportunities for Persons with AIDS, and other Special HUD Grants such as HOME Investment Partnerships American Rescue Plan funds. Projects range in scope from requiring Environmental Assessments (EA)-level review to exempt reviews for administrative and other exempt program costs. SWCA also provides Section 106 compliance reviews for the City following its programmatic agreement with the State Historic Preservation Office (SHPO). SWCA’s team of Secretary of the Interior–qualified architectural historians supplemented the City’s team to ensure its housing rehabilitation program projects were in compliance with the SHPO’s guidelines. *Role: Section 106 Lead, Senior Architectural Historian/Preservation Planner. Provided senior technical review of submitted materials and Section 106 expertise where proposed projects required more robust analysis that were not covered by the stipulations of the relevant Programmatic Agreements.*

Quality Inn 6051 N. Thesta Street Permanent Housing Conversion Project; City of Fresno; Fresno, California. SWCA provided NEPA and Section 106 support for the Permanent Housing Conversion Project for the Quality Inn located at 6051 N. Thesta Street in northeast Fresno. All documentation was prepared to satisfy HUD environmental review requirements under Part 58. *Role: Senior Architectural Historian. Primary author and cultural resources lead.*

Butte County CDBG–Disaster Recovery (CDBG-DR) Projects Environmental Services; Butte County; Butte County, California. SWCA is providing NEPA and CEQA compliance services for eight CDBG-DR projects in Butte County. The effort focused on ensuring environmental compliance for projects funded by CDBG-DR grants, including the preparation of EA and categorical exclusion reviews. Key activities included developing procedures to streamline program completion, ensuring adherence to HUD NEPA compliance regulations under 24 CFR 58, and addressing additional requirements under 24 CFR 51 and 58 et seq. These services supported the county’s recovery efforts by ensuring all projects met federal and state environmental standards. *Role: Senior Architectural Historian. Working on historic resources in relation to roads and residential subdivisions.*

APPENDIX B:

Required Forms



2600 Fresno Street, Third Floor
Fresno, California 93721-3604
(559) 621-8300 FAX (559) 498-1012

Planning and Development Department
Jennifer Clark, AICP, Director

ADDENDUM NO. 1

REQUEST FOR PROPOSALS FOR PROFESSIONAL CONSULTANT SERVICES FOR NATIONAL ENVIRONMENTAL POLICY ACT ASSESSMETN AND COMPLIANCE DOCUMENTS

Request for Proposal Number: 12502412

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above-entitled specification for the City of Fresno with a scheduled bid opening of **5:00 P.M. JUNE 9, 2025.**

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

- 1) It says to include "a detailed and transparent fee schedule that includes all services outlined in the scope of work". Would billing rates be sufficient to address this item or would you like something more, e.g. ballpark estimates and/or sample budget sheets? Would sub-consultants need to supply the same items?

Please provide hourly billing rates for all key personnel and labor categories, including any sub-consultants, as part of the detailed fee schedule. In addition, we request that you include standard fixed prices for commonly used NEPA-related services, which your firm would be able to honor over the term of the multi-year contract, including but not limited to:

- **Exemptions**
- **Categorically Excluded but Not Subject To (CENST)**
- **Categorically Excluded but Subject To (CEST)**
- **Environmental Assessments (EA)**
- **Tier I Broad Reviews**
- **Tier II Site-Specific Reviews**
- **Environmental Impact Statements (EIS)**
- **Stand-alone Section 106 reviews.**
- **Technical Studies: conducting various technical studies such as cultural resources assessments, biological assessments, air quality analyses, noise analyses, traffic studies, and hazardous materials assessments.**
- **Phase I and Phase II Environmental Assessments**

This combination of hourly rates and standardized pricing for frequently requested services will help us assess both cost competitiveness and consistency.

City of Fresno

Danny Tohme

Danny Tohme
Housing Production Manager

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

Signed: *Brooke Jung* _____

Company: SWCA, Incorporated dba SWCA Environmental Consultants

This addendum is being distributed ONLINE. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 1
May 19, 2025
Bid File No. 12502412



2600 Fresno Street, Third Floor
Fresno, California 93721-3604
(559) 621-8300 FAX (559) 498-1012

Planning and Development Department
Jennifer Clark, AICP, Director

ADDENDUM NO. 2

REQUEST FOR PROPOSALS FOR PROFESSIONAL CONSULTANT SERVICES FOR NATIONAL ENVIRONMENTAL POLICY ACT ASSESSMETN AND COMPLIANCE DOCUMENTS

Request for Proposal Number: 12502412

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above-entitled specification for the City of Fresno with a scheduled bid opening of **5:00 P.M. JUNE 9, 2025.**

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

- 1) Due to the variability of costs, which are dependent upon proposed action and location of action (ex: Phase I ESA near a fire training facility versus one near a Costco, wetland delineation near a traditionally navigable water versus isolated) can we proposed fees for limited services such as:
 - Section 106 review
 - CEST preparation (without technical studies)
 - EA preparation (without technical studies)
 - CENST preparation
 - Exemptions
 - Tier I Broad Review
 - Tier II Site Specific Review

Yes, please provide your base rate or unit cost for limited services, specifically as they relate to the associated NEPA services, and provide a description of potential pricing variations.

- 2) Can the cover page be excluded from the 40-page count?

Please adhere to the 40 pages limit, as stated in section VI. Proposal Submission Requirements.

City of Fresno

A handwritten signature in cursive script that reads "Keng Lee".

Keng Lee
Project Manager

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

Signed:  _____

Company: SWCA, Incorporated dba SWCA Environmental Consultants

This addendum is being distributed ONLINE. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date:2
June 3, 2025
Bid File No. 12502412

Exhibit B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (City) and SWCA Environmental Consultants (Consultant)

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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.

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 under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available

insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.

4. All policies of insurance shall contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

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

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

7. The fact that insurance is obtained by 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.

CLAIMS-MADE POLICIES

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

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

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.

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 shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONSULTANT, and CITY, prior to commencement of any work by the subcontractor.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST

Consultant Services Agreement Between City of Fresno (City) and SWCA
Environmental Consultants (Consultant)

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	X
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	X
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	X
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"/>	X
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"/>	X
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"/>	X
* If the answer to any question is yes, please explain in full below.			

Explanation:

☐ Additional pages (s) attached.

Signature Signed by:

6F0A93F269C54B4...

Date
 7/15/2025

Name
 Joseph J. Fluder III

(Company)
 SWCA, Incorporated dba SWCA
 Environmental Consultants

(Address)
 4111 Broad Street, Suite 210
 San Luis Obispo, CA 93401
 (City, State, Zip)

Exhibit D
Federal Requirements
Consultant Services Agreement Between City of Fresno (City) and SWCA
Environmental Consultants (Consultant)

During the performance of this Agreement (contract or contract documents), the Consultant, for itself, its assignees and successors in interest (the contractor or Contractor) agrees as follows:

False Information

Consultant is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801 or another applicable statute. Consultant shall promptly refer to City and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds. Consultant shall ensure that contractual language in third party contracts enforces these provisions.

Access to Project Site and Records

Consultant will provide access to the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Consultant will retain all required records for three years after final payments are made and all other pending matters are closed.

Consultant will provide suitable access to the project site at all reasonable times during construction to the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives. Consultant shall also meet all reporting requirements to allow City to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).

Equal Employment Opportunity

Consultant shall abide by all Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. All contracts and subcontracts entered into will contain the following equal opportunity clause:

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Reporting Requirements

Consultant and any proposed subcontractor shall comply with the filing requirements of 41 CFR §60-1.7 by filing Standard Form 100 (EEO-1) ***only if*** (1) the Consultant has 50 or more employees; and (2) the contract value will be greater than \$50,000.

Consultant and any proposed subcontractor shall complete the Affirmative Action Program Certification of Compliance ***only if*** (1) the Consultant has 50 or more employees; (2) the work is for non-construction supply or service; and (2) the contract value will be greater than \$50,000.

Elimination of Segregated Facilities

Consultant shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The Consultant may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Consultant's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the Consultant's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Suspension and Debarment

By submitting a bid/proposal under this solicitation, the Consultant certifies that neither it nor any person or firm who has an interest in the Consultant's firm is a person or firm ineligible to be awarded Government contracts, contracts or participate in programs pursuant to 2 CFR Part 180.

The Consultant agrees that no part of this work shall be subcontracted to any person or parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). In addition, Consultants shall ensure that contractual language in third party contracts enforce this provision.

Subcontracting

The Consultant shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, veteran-owned businesses, and labor surplus area firms described in Executive Orders 11625, 12432 and 12138, and 2 CFR part 200:

1. Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;
2. Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, and veteran-owned businesses;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses; and
5. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

Definitions:

Disadvantaged business enterprise (DBE) means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

Labor surplus area firm (LSAF) means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas (as identified by the Department of Labor in accordance with 20 CFR part 654). Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

Minority business enterprise (MBE) means a business enterprise that is at least 51 percent owned by a minority group or groups including: a Disadvantaged Business Enterprise (DBE) other than a Small Business Enterprise (SBE), a Labor Surplus Area Firm (LSAF), a Small Business in Rural Areas (SBRA), or a Women's Business Enterprise (WBE).

Small business, small business concern or small business enterprise (SBE) means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR part 121. Women's business enterprise (WBE) means a business concern which is at least 51% owned or controlled by women. Determination of ownership by a married woman in a community property jurisdiction will not be affected by her husband's 50 percent interest in her share. Similarly, a business concern which is more

than 50 percent owned by a married man will not become a qualified WBE by virtue of his wife's 50 percent interest in his share.

PROCUREMENT OF RECOVERED MATERIALS

Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ENERGY EFFICIENCY

Consultant will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation (42 U.S.C. 6201).

ANTI-LOBBYING

For contracts in excess of \$100,000, the Consultant certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, the Consultant agrees to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

CLEAN AIR ACT

For contracts in excess of \$150,000, the Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).