

EXHIBIT A

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH FCS INTERNATIONAL, INC. FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT
REPORT FOR THE ELNOKA CONTINUING CARE RETIREMENT COMMUNITY
AGREEMENT NUMBER F001410**

This "Agreement" is made as of this 16th day of May, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and FCS International Inc., dba, FirstCarbon Solutions, a California Corporation ("Consultant").

RECITALS

A. City desires to prepare an Environmental Impact Report (EIR) for the Elnoka Continuing Care Retirement Community project located at 6160 Sonoma Highway and 300-425 Elnoka Lane, Assessor's Parcel Numbers 031-050-014, -018, -019; 031-050-060 through -072; and 031-061-003.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City

which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of three hundred and three-thousand, four-hundred dollars and no cents (\$303,400). The City's Chief Financial Officer is authorized to pay all proper claims from project JL Key 08007-5320.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the

limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Jessica Jones, Senior Planner
100 Santa Rosa Avenue, Room 3
Santa Rosa, CA 95404
T: 707-543-3410

Consultant Representative:

Jason Brandman, Vice President,
Professional Services
FirstCarbon Solutions
1350 Treat Boulevard, Suite 380
Walnut Creek, CA 94597
T: 925-200-1656

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between

City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 1, 2018.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

___ yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing California Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: FCS International Inc. ,dba
FirstCarbon Solutions

TYPE OF BUSINESS ENTITY (*check one*):
 Individual/Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company
 Other (please specify: _____)

Signatures of Authorized Persons:

By: 

Print Name: Charles Patrick Schultz

Title: Chief Operating Officer

By: 

Print Name: Robert Francisco

Title: President

City of Santa Rosa Business Tax Cert. No.
9997057856

Attachments:
Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Exhibit B - Compensation

CITY OF SANTA ROSA
a Municipal Corporation

By: 


Print Name: CHRIS COURSEY

Title: MAYOR

APPROVED AS TO FORM:


Office of the City Attorney

ATTEST:


City Clerk

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



February 22, 2017

Bill Rose, AICP, Supervising Planner
City of Santa Rosa
Planning and Economic Development
100 Santa Rosa, Room 3
Santa Rosa, CA 95404

Dear Mr. Rose:

FirstCarbon Solutions (FCS) is pleased to submit this scope, schedule, and fee to the City of Santa Rosa (City) to prepare the Environmental Impact Report (EIR), technical studies/analyses, and related documents for the Elnoka Continuing Care Retirement Community (CCRC and the project). Our goal is to aid the City in preparing the EIR and supporting technical studies/analyses to ensure the project's compliance with the California Environmental Quality Act (CEQA).

With our proven track record of producing legally-defensible environmental documents for the City of Santa Rosa and other municipalities throughout California, we believe our team offers the needed expertise and leadership to effectively produce these environmental documents for the following reasons:

- **The FCS team has direct experience in preparing legally defensible EIRs for the City, in particular the Elnoka Village Project, and neighboring municipalities.** As you know, FCS, formerly Michael Brandman Associates was initially involved in this effort starting in 2009, when we were under contract with the City to prepare an EIR, which nearly made it to public hearings for review and approval. That said, we have a longstanding history and extensive knowledge of the project, the site, stakeholders and potential environmental concerns that could occur with its development.

Based on our good standing with the City on previous work efforts, in addition to our qualifications as CEQA practitioners for nearly 25 years, at the time, we were selected as a sole source provider to prepare the EIR for the project. Moreover, as you may know, FCS has been selected by the City of Santa Rosa for a number of other sole source EIR opportunities, including the Downtown Santa Rosa Mixed Use Plan EIR, Aegis Senior Living Fountaingrove EIR, LOWE's Home Improvement EIR, and the Supplemental EIR for Yolanda Avenue.

In taking this approach on multiple projects for the City, FCS has always understood the need to conduct ourselves with a high level of professionalism, transparency, and objectivity in providing an unbiased assessment of the project. The applicant will be an integral part of the process, from an information perspective, and we clearly understand the need to adhere to communication protocols, as directed by the City. Operating in similar circumstances, under the City's leadership and at their direction, we successfully adhered to those strict practices for the Elnoka Village EIR.

UNITED STATES

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250 Commerce, Suite 250
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11755 Wilshire Blvd, Suite 1660
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1350 Treat Boulevard, Suite 380
Walnut Creek, CA 94597

Central Valley
7265 N First Street, Suite 101
Fresno, CA 93720

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650 E. Hospitality Lane, Suite 125
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915 Highland Pointe Drive, Suite 250
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Fax: +603 79606977
15-7, Block A, Jaya ONE
72A Jalan Universiti
46200 Petaling Jaya
Selangor, Malaysia





- FCS serves as an extension of the City.** FCS will place top priority on working as a partner of the City and the project team during the EIR preparation process. We will help anticipate controversial issues, devise solutions, and provide expert environmental compliance consultation. As the project Director, Mr. Jason Brandman will be the primary point of contact with the City during the evaluation period of the proposal. Once awarded, and for the term of the project, FCS's designated Project Manager, Mr. Andrew Hill, will handle the day-to-day activities and will be the primary point of contact for the City's project. As the Air Quality/Greenhouse Gas (GHG)/Noise Specialist for this project, Mr. Phil Ault will oversee the air quality, GHG, and noise-related impact analyses for this project within the EIR that FCS will prepare. Mr. Vincent Mirabella, a Senior Air Quality Scientist, will assist Mr. Ault in analyzing air quality and GHG impacts. Dr. Dana DePietro, our Cultural Resources Specialist, will analyze potential project impacts on cultural resources pursuant to applicable laws and regulations, including CEQA. As Senior Biologist for the project, Mr. Brian Mayerle will ensure that biological resource impacts are fully analyzed in the EIR, pursuant to the requirements of CEQA, the federal and state Endangered Species Acts, and other related regulations governing biological resources in the state of California. FCS is also pleased to offer the services of Whitlock & Weinberger, Inc. (W-Trans), who will prepare the project-specific traffic impact analysis as a subconsultant to FCS. Mr. Zack Matley will manage this effort on behalf of W-Trans.
- The FCS team understands large residential projects.** FCS has prepared CEQA documents for large residential projects throughout California and for jurisdictions throughout the North Bay, including documentation for the Napa Logistics Industrial Park in American Canyon, the Napa Airport Corporate Center in American Canyon, the West Patterson Business Park in Patterson, the Northwest Airport Way Master Plan in Manteca, the Eden Shores/Oliver East Business Park project in Hayward, and the Creekside Landing Warehouse project in Fremont.
- FCS provides proactive and responsive communication and accessibility.** FCS prides itself on having a high level of communication with our clients—this is a hallmark of FCS's services and is critical to a successful project, especially when the schedule is aggressive. Close coordination with the City throughout this process will ensure that the analysis meets your needs and expectations and will ensure that the process is as streamlined as possible.

We look forward to working with the City on the Elnoka CCRC Project EIR. Should you have any questions or need additional information regarding this submittal, please feel free to email me at jbrandman@fcs-intl.com or call me at 925.200.1656.

Sincerely,

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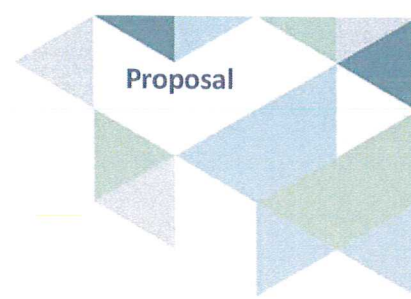


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OVERVIEW OF COMPANY AND PROJECT TEAM

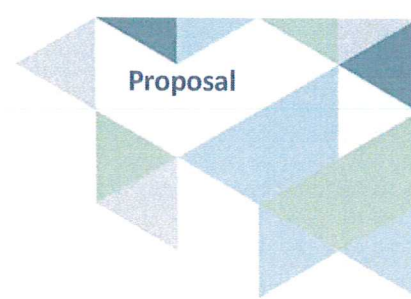
Incorporated in the State of California in 1982, FirstCarbon Solutions (FCS) has provided hundreds of municipalities with on-call and contract environmental and natural resource management services. Our disciplinary specialties include environmental planning, regulatory compliance, natural resource management, cultural resources management, replanting and restoration services, air quality and noise services, and water resource management. FCS serves clients in the western United States with a staff of approximately 80 professionals from offices located in Irvine (HQ), Walnut Creek, Sacramento, Fresno, Los Angeles, and San Bernardino.

The FCS team consists of environmental resource leaders who possess vast knowledge of environmental regulations, laws, and compliance issues complemented by an in-depth technical understanding of their individual disciplines. FCS staff experiences range from being in-house California Environmental Quality Act (CEQA) and land use attorneys and practitioners to technical scientists, all of which are invaluable in addressing the City's project-specific needs. With this wide range of experience, FCS offers the City a comprehensive team with a unique understanding of the complexities of managing projects with diverse challenges, including scheduling and logistics, public relations, long-term field efforts, and multifaceted legal and agency compliance issues. As a testament to our skill level, members of the FCS staff are called upon to provide expert testimony, instruct at technical seminars, or lead conferences. To ensure that we keep abreast of current environmental issues and that we stay involved in the communities we serve, FCS staff members are actively involved in legislative activity and scientific research and publications.

FCS, as a corporation, is 100-percent focused on providing the highest quality environmental consulting services to a wide variety of industries. Although relatively smaller than many of the major engineering firms that offer environmental planning services as a sideline, FCS has the global support, infrastructure, and backing of a much larger company, ADEC Group. As such, FCS successfully uses our manageable size, accessibility to task managers, and environmental focus to react more quickly to environmental project requests. Our 'boots on the ground' project managers will communicate directly and effectively with the City project managers without additional layers of bureaucracy or reporting. The benefit to the City will be the reduction in delays and overhead that can stem from a lack of direct communication or even miscommunication.

Additionally, the following attributes make FCS the ideal choice for environmental and professional consultancy services:

- **Leadership.** Our team is comprised of highly qualified individuals with demonstrated responsiveness, technical capabilities, cost performance, and considerable knowledge gained by working directly with a number of municipalities in Northern California. We have demonstrated our abilities to manage and execute multiple, simultaneous, complex, and high-profile projects through the environmental process.



- **Local Expertise.** The FCS Team knows how to navigate both small and large-scale projects through the City’s environmental review process.
- **Dedicated Technical Resources.** The FCS team includes a depth of technical staff in all disciplines to ensure the successful delivery of aggressive project schedules. Our team leaders are committed to the City to ensure consistent quality and the availability of team resources.

We are confident that you will find that this proposal demonstrates our commitment to a high-quality environmental compliance process and illustrates that our team is ready and able to assist in a collaborative effort to assure that the project is completed on time and on budget with the support of FCS’s team of experts and sound science.

FirstCarbon Solutions Services

We understand the importance of providing our clients with professional, solution-oriented, cost-effective, and timely service for CEQA and National Environmental Policy Act (NEPA) compliance documents. Our environmental planners have the technical credibility required for drafting high-quality documents that meet client expectations and agency requirements. We can address important environmental topics by providing the following services:

- Air Quality and Greenhouse (AQ/GHG) Gas Emissions Analyses
- CEQA/NEPA Documentation
- Climate Action Plans (CAPs)
- Development Applications and Entitlements Processing
- Due Diligence Assessments
- Environmental Documentation
- Expert Witness Testimony
- Geographical Information Systems (GIS)
- Green Building/Leadership in Energy and Environmental Design (LEED)
- Hazardous Materials Risk Analyses
- Legislative and Policy Analyses
- Mitigation Monitoring and Reporting Plans/Programs [MMRPs]
- Noise Analyses
- Opportunities and Constraints Analyses
- Permit Processing (Clean Water Act [CWA] 404, CWA 401, FG Code 1600, ESA Sec. 7)
- Phase I Environmental Site Assessment (ESA)
- project Review and Processing Services
- Proponent Environmental Assessments
- Public Outreach (CEQA Noticing, Mailing Lists, Scoping Meetings)
- Renewable Energy Site Assessments
- Specific Plans (SPs)
- Site-specific Community Planning
- Sustainable Community Analyses
- Transportation Corridor Analyses
- Wastewater Analyses
- Water Resource Management Plans
- Zoning Compliance and Permits

Whitlock & Weinberger Transportation, Inc. (Subconsultant–Traffic/Circulation

Services)

Established in 1995, Whitlock & Weinberger Transportation, Inc. (W-Trans) provides traffic engineering and transportation planning services that emphasize mobility within available resources and help transform streets to serve all potential users. W-Trans staff is particularly skilled in retrofitting streets and roads to make walking, bicycling, and transit use safer and more convenient while also appropriately managing vehicle traffic. The firm's strength and focus are on balancing the technical needs and functionality of traffic with the desire of communities to create more livable streets and sustainable transportation systems. W-Trans staff has applied their skills—including traffic operation analyses; traffic collision reduction programs; transportation facilities design, from traffic signal and roundabout design to downtown revitalization; streetscape planning efforts; and complete street projects—to a variety of projects. W-Trans takes a holistic approach to traffic engineering, realizing that solutions cannot be developed in a vacuum or strictly follow the standards of the past. Traffic analysis and design must be sensitive to the context of the surrounding land use and community goals to be successful. W-Trans service areas include:

- Complete Streets
- Traffic Impacts
- Pedestrian Safety and Design
- Bicycle Facilities
- Safe Routes to School
- Traffic Engineering Design
- Roundabouts
- Traffic Operations
- Municipal Staff Services
- Traffic Safety
- Traffic Calming
- Parking
- Transit

SCOPE OF SERVICES

The proposed Elnoka Continuing Care Retirement Community ("CCRC") is planned on approximately 68 acres situated in the southeast quadrant of Santa Rosa. The site is bordered on the northeast by State Route 12, on the southeast by Channel Drive and Trione Annadel State Park, on the northwest by residential and Melita Road, and on the southeast by the active adult community of Oakmont.

There is a moderately sloped ridgeline running east to west through the center of the site surrounded by more gentle terrain. The southern portion of the site is drained by the South Fork of the Santa Rosa Creek, while the northern portion of the site is drained by the North Fork of the Santa Rosa Creek. Creek setbacks shall be in accordance with City of Santa Rosa Ordinances.

The Site Plan has been designed to preserve as many existing trees and open space as possible. Where necessary, buildings are terraced into the hillsides with landscape walls and plantings to help blend into the hillside.

The development will be a gated community, served by City of Santa Rosa water and sewer.

Architecture

Given the size and scale of this project, the applicant is proposing an architectural theme that includes variations. These exterior architectural styles could be classified in three general types; the first being “Bungalow” or “Craftsman,” the second a “Traditional” and lastly a “Tuscan” or “Mediterranean” approach. The bungalow style reflects cottage and oriental influences from the early twentieth century, which now has become an American domestic architectural style incorporating elements of low pitched gable roofs with expressed wood framing and walls using wood shingles, horizontal wood siding and board and batt siding. Stucco finishes and exposed rafter tails, along with steeper roof pitches are used in the “Traditional” style homes. “Tuscan” elements used with stucco and stone finishes with a variety of roof slopes and overhangs. Windows reflect the different multi-pane divisions normally found with these architectural styles. These initial proposed colors are generally the warmer tones in the “Tuscan” style and a variety of cooler and warmer tones in the “Bungalows.” Roofing is intended to be the unifying factor among the various building themes.

Landscaping

The Landscape Design Concept for the Elnoka CCRC project is intended to seamlessly integrate the project into the surrounding hillsides by utilizing the native species found in the adjoining preserved Oak Woodlands in the frontage landscape along Highway 12 and along Channel Drive, with the addition of native Oak plantings at the perimeter of the project. Existing oaks preserved in the interior of the project, along with the planting of Valley Oaks and Big Leaf Maples as street trees will create a tall canopy of foliage in scale with the building architecture. Overlooks and lookouts will be placed throughout the development, connected by trails.

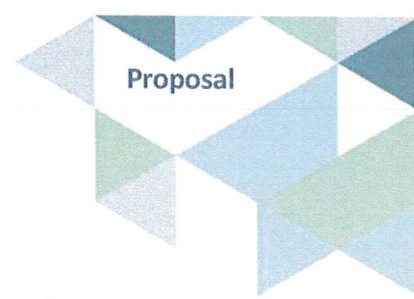
Placemaking/Livability

The landscape helps to define public and personal spaces throughout the project, including a pool and spa area, bocce courts with shade pavilions for group entertainment with a fireplace and barbeque, raised community gardens and private pet parks with a pavilion in the shade of a heritage oak grove. Personal patios on the first floor units will be surrounded with low walls and landscaping to allow for privacy while maintaining residents’ views and visual connections with their neighbors.

Sustainability

Native boulders from the site will be utilized to enhance drainages and landscaping. Landscaping and the irrigation system will be designed using drought-tolerant native and Mediterranean plant species with efficient irrigation systems utilizing weather based controllers.

All buildings will be at least 15 percent more efficient than required by California’s Title 24 energy code. High-performance low-E windows, optimum insulation levels, and efficient HVAC and water heating systems will enhance energy savings and comfort. Plumbing fixtures will be low water use, with high performance low flow toilets, faucets, and showerheads using 20 percent less water than standard. Engineered floor and roof framing and fiber-cement siding reduce the need for solid wood lumber



products and add durability to the building. Framing lumber will be tested on-site for moisture content before enclosure to ensure avoidance of future problems.

Healthy indoor air quality is enhanced by the use of low VOC paints and adhesives. Carpeting and resilient flooring will be certified to Green Label Plus or FloorScore low-emitting standards. All air ducts will be sealed from installation to protect them from construction dust and debris and will include high performance furnace filters to ensure clean indoor air during operation

Overall Design Concept

With the assistance of the arborist, civil engineers, the landscape architect, and the building architect, the proposed project promotes Superior Design by respecting the natural features of the site by preserving trees and leaving a significant portion of the site undisturbed. The developed portion incorporates stepped buildings and landscaping designed to provide a suitable and enhanced living environment with connectivity to the surrounding neighborhood.

The CEQA documentation will be supported by a range of technical studies, including a quantified AQ/GHG Analysis, a visual analysis, a photometric study, a Health Risk Assessment, a Biological Resources Assessment, a Phase I Cultural Resources Assessment, a geotechnical investigation, a Phase I ESA, a Noise Impact Study, and a Traffic Impact Study. FCS's proposed Scope of Services is defined and further described below.

Task 1: Project Initiation and Organization

FCS's Project Director, Project Manager, and other key team members will meet with City staff to clarify and confirm the project description, identify key contacts, discuss scheduling targets, and obtain copies of the project plans and other relevant information. A site visit will be conducted as part of the project initiation process and is assumed to occur on the same day as the kick-off meeting at the City.

Task 2: Notice of Preparation

FCS will prepare the Notice of Preparation (NOP), which will include a project description, project exhibits, and a topographical map. After approval from the City, FCS will provide one original copy, an electronic version on CD, and approximately 275 copies of the NOP. Based on a mailing list of property owners and situs addresses provided by the City, FCS will prepare a draft distribution list for City review and approval. Once approved by City staff, FCS will distribute the NOP to the State Clearinghouse, public agencies, and individuals identified on the distribution list. The NOP will be sent by certified mail or overnight mail.

Task 3: Public Scoping Meeting

FCS will attend and facilitate a scoping meeting to hear comments on the scope of environmental issues and alternatives to be considered in the EIR. During the meeting, FCS will monitor comments received,

answer questions as directed by staff, and provide a summary of public comments regarding any environmental concerns raised. Input will be used to focus the issues to be addressed in the EIR. The summary of comments will be included in the EIR Appendices. FCS will also obtain from the City the written comments received on the Notice of Preparation (NOP).

Task 4: Technical Studies

Task 4.1: Air Quality and Greenhouse Gas Analysis

FCS will prepare an air quality and greenhouse gas (AQ/GHG) analysis that will include an evaluation of short-term (construction) and long-term (operation) impacts. The analysis will follow Bay Area Air Quality Management District (BAAQMD) guidance. The AQ/GHG analysis will be incorporated into the EIR directly, with the associated output models to be appended to the EIR. The analysis will be performed in accordance with the CEQA guidelines and applicable standards of local agencies. The analysis requires the following tasks.

Compile Background Air Quality and Climate Change Information

The air quality analysis will contain background information, including a description of air pollutants and the regulatory environment for air quality. The report will describe the health impacts of the various air pollutants. The GHG background information will include a description of greenhouse gases, the regulatory environment surrounding climate change, and potential impacts of climate change. The project will be reviewed for consistency with the City's General Plan, their adopted Climate Action Plan, and other applicable regional planning documents.

Estimate Air Pollutant and Greenhouse Gas Emissions

Construction and operation of the project would generate air pollutants and GHG emissions. Air pollutant emissions associated with construction and operation will be estimated using CalEEMod. Emissions of the following pollutants will be estimated: volatile organic compounds (VOCs), oxides of nitrogen, carbon monoxide, sulfur dioxide, particulate matter (PM₁₀ and PM_{2.5}), carbon dioxide, methane, and nitrous oxide. FCS will use thresholds of significance and the screening criteria in the BAAQMD Air Quality Guidelines for the analysis. This task includes one round of comprehensive emissions modeling, which includes pre-mitigated and post-mitigated emissions modeling. In order to streamline the emissions modeling process, FCS will provide the City with a Request for Information (RFI) detailing all the data and information required from the applicant in order to model air quality (and greenhouse gas) operational emissions. When specific data is not available, FCS will work with the City (and, as appropriate, the applicant) to develop reasonable assumptions to provide flexibility. This scope of work includes time for discussion of the RFI with City staff to ensure proper and accurate information is provided, as well as ask questions and request clarifications based on staff's responses.

GHG emissions associated with construction and operation of the project will be estimated using the CalEEMod. The BAAQMD has not finalized GHG thresholds. If the project exceeds the air quality thresholds determined by the City of Santa Rosa's adopted Climate Action Plan, FCS will prepare an

analysis based on consistency with reduction targets required to achieve the goals of Assembly Bill (AB) 32. The analysis will also address the recent State Supreme Court ruling on the Newhall Ranch project and will utilize current approved methods for quantifying GHG impacts. Changes to the project that occur after completing the analysis that require re-modeling will be considered additional work that is not covered by this scope of work.

Conduct Localized Significance Threshold Analysis for Construction

There are two methods by which the localized significance analysis may be conducted. The first method is to compare on-site emissions to relevant localized significance thresholds from the BAAQMD's lookup tables for the source receptor area. The second method is to conduct dispersion modeling, wherein pollutant concentrations at nearby sensitive receptors are estimated using the United States Environmental Protection Agency (EPA) AERMOD air dispersion model and, with ambient background concentrations, are compared to the concentration-based federal and state ambient air quality standards. FCS will first analyze construction impacts using the emission lookup screening tables. Emissions will be first estimated considering an unmitigated scenario. If the construction emissions result in a significant local construction air quality impact before mitigation, FCS will apply generally accepted mitigation measures to reduce impacts to less than significant levels. If after mitigation, the emission impacts still exceed the significance thresholds, FCS will proceed with the air dispersion assessment of the localized construction emissions without mitigation and with mitigation to provide a refined estimate of impacts.

Assess Odor Exposure

The analysis will assess odor exposure to nearby residents. The discussion will compare the project to the screening criteria and the BAAQMD and California Air Resources Board land use guidance, and provide a qualitative analysis of the project's potential to generate an odor impact.

Assess Carbon Monoxide Hotspot Impacts

If the project-specific traffic impact analysis reveals that peak intersection volume is less than 100,000 vehicles a day, localized CO impacts will be addressed qualitatively. If peak intersection volumes are greater than 100,000 vehicles per day, then a carbon monoxide hot-spot analysis will be conducted for up to three intersections with the highest potential for congestion using the California Department of Transportation Caline4 model and information from the project-specific traffic impact analysis. The project budget assumes screening analysis only. CO Hotspot modeling would be considered additional services, if required.

Significance Findings/Mitigation Measures

FCS will make a significance finding before and after mitigation for potential impacts. If the project exceeds criteria pollutant or GHG emission thresholds, FCS will identify mitigation measures that would reduce criteria pollutants and/or GHG emissions. Measures from the CalEEMod mitigation component

will be used to reduce project emissions, if needed. Any design features and mitigation measures included in the project will be discussed in the analysis.

Task 4.2: Health Risk Assessment

The BAAQMD has raised concerns in recent years for similar projects where future residents could be exposed to toxics air contaminant (TAC) emissions from high volume roadway emission sources. This project is located adjacent to State Route 12 that is known to carry high truck traffic volumes with associated diesel emissions.

Diesel particulate matter (DPM) has been identified by the California Air Resources Board as a carcinogenic substance. Based on the CBIA vs BAAQMD California Supreme Court ruling, evaluation of impacts of existing sources of TAC emissions on new sensitive receptors is not required under CEQA. However, in order to provide full disclosure of potential health impacts, and to address concerns raised by BAAQMD for similar projects, FCS will prepare a health risk assessment (HRA) to assess the potential health impacts to the project's future residents due to TAC emissions from high truck traffic volume roadways adjacent to the project site. The HRA will be prepared consistent with the current BAAQMD health risk guidance for CEQA assessments.

The HRA will involve the following activities:

- Estimate health impacts to the project's future residents from the TAC emissions from mobile emission sources in the project vicinity (principally DPM and total organic gas emissions); this will be accomplished through the application of an air dispersion model that quantifies the health impacts given the amounts and types of TAC emissions, the locations of the TAC emission sources, the locations of the project's sensitive receptors, and meteorological conditions that affect the transport and dispersion of the TAC emissions.
- The HRA will provide the results for cancer risk, chronic non-cancer hazard, and acute non-cancer hazard.
- The resulting health risk impacts will be compared to the applicable significance thresholds defined in the BAAQMD CEQA Guidelines for both project-specific impacts and cumulative impacts, considering the emissions from all sources within 1,000 feet.
- Project-level incremental health risk impacts will be assessed for cancer risk and non-cancer hazards in accordance with the methodology recommended by the BAAQMD.
- FCS will make a significance finding as to the health impacts to the project's future residents. If the project exceeds the health risk significance thresholds, FCS will identify mitigation measures that would reduce the health risk impacts to the extent feasible.
- Mitigation measures will be identified, if necessary, to reduce emissions for those pollutants that exceed any significance thresholds.

The HRA Report will be prepared to comply with CEQA requirements. The HRA report will be included as an appendix to the EIR.

Task 4.3: Noise Impact Analysis

FCS will prepare the Noise Impact Analysis to evaluate project-related construction and operational noise impacts on surrounding land uses. The analysis will be wholly contained in the EIR and the supporting technical data will be appended to the document. To perform this analysis, the following tasks are required.

Compile and Summarize Background Information

The general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, state, and city plans, policies, and standards will be summarized. The existing noise environment will be documented through traffic noise modeling and ambient noise measurements. One (1) long-term ambient noise measurements will be conducted on the project site. The purpose of the noise monitoring effort is to establish the daytime existing noise environment for comparison to the City's land use compatibility standards.

Conduct Construction Noise Impact Analysis

Construction of the project would require the short-term operation of heavy equipment in the vicinity of nearby residential land uses. EPA recommended noise emission levels will be used for the construction equipment. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) or hourly equivalent continuous noise levels (L_{eq}) and their frequency of occurrence. Noise analysis requirements and thresholds of significance will be based on the sensitivity of the project area and the City's noise ordinance specifications.

Conduct Operational Noise Impact Analysis

A quantitative assessment of noise impacts from project-specific and cumulative vehicular traffic trips will be performed. Transportation noise in the project area is primarily associated with traffic along State Route 12. Traffic noise impacts will be assessed using the FHWA Traffic Noise Prediction Model (FHWA-RD-77-108, December 1978). Required model input data include without- and with-project average daily traffic volumes on adjacent roadway segments, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. Projections of the future traffic Community Noise Equivalent Level (CNEL) along selected roadway segments, based on the traffic study to be prepared for the project, will be provided in a table format to show the distance/contour relationship.

Potential long-term operational noise impacts from project-related stationary noise sources, such as new mechanical ventilation system operations from the proposed land uses will also be evaluated.

Summarize Noise Reductions and Significance Findings

Mitigation measures designed to reduce short- and long-term noise impacts will be identified where appropriate. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided. This technical analysis for potential noise impacts will be summarized into the EIR, with the stand alone report, including noise monitoring readouts and modeling data being placed in the Appendices.

Task 4.4: Biological Resources Assessment

The following is our proposed scope of work for conducting a biological resource assessment and preparing the associated analysis of biological resources impacts within the project EIR.

Literature Review

Existing information, including maps, aerial photographs, previous documents (i.e., the Biological Assessment Report dated September 14, 2006 and updated October 14, 2009, prepared by WRA Environmental Consultants), and correspondence relative to the project site and adjacent properties will be reviewed and analyzed. Data to be reviewed for the project site includes, but is not limited to:

- Existing documentation and studies of the biological resources within the immediate vicinity of the site;
- The Federal Register listing package for each federally listed endangered or threatened species potentially occurring on-site;
- Literature pertaining to the habitat requirements of special-status species potentially occurring on the site, including California Wildlife Habitat Relationships (CWHHR);
- The CDFW Annual Report on the status of California's listed threatened and endangered plants and animals;
- California Natural Diversity Data Base (CNDDDB) and California Native Plant Society Electronic Inventory (CNPSEI) information regarding special-status species potentially occurring on-site and;
- United States Geological Service (USGS) topographic maps and current aerial photos, which will be reviewed for evidence of USACE or CDFW jurisdictional areas pursuant to Section 404 of the CWA and Section 1602 of the California Fish and Game Code.
- An updated Arborist Report to be prepared by Becky Duckles, ISA Certified Arborist..

Resource agencies that have jurisdiction over the property, including USFWS and CDFW, will be contacted for updated information pertinent to the project site. Any proposed project plans will be confidential and consultation will only include a request of known occurrences of sensitive biological resources in the general vicinity.

Conduct General Biological Survey, Habitat Assessment, Wetlands Delineation and Vegetation Mapping

A Biological Resources Assessment report (BRA) will be prepared that evaluates the existing biological resources on-site. This task will provide sufficient documentation to be considered a habitat assessment for special-status plant and wildlife species.

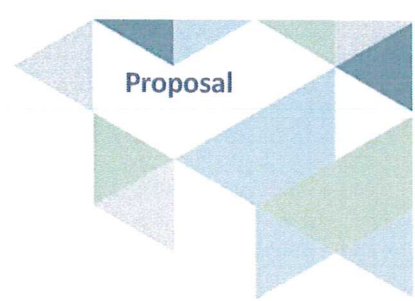
Following the review of existing information from, a reconnaissance-level survey of the project site will be conducted. FCS will identify the project site's general biological resources and document the existing plant communities and other project features. The general distribution of plant communities and existing site conditions will be mapped. The field survey will focus on determining suitable habitat for sensitive plant and wildlife species as well as any sign of wildlife movement through the project area. Photos will be taken to document the biological resources of the site.

General locations of sensitive biological resources identified during the survey will be mapped with the aid of topographic maps, Global Positioning System (GPS) units (Trimble R1), and current aerial photographs. Sensitive biological resources include any plants, animals, or habitats considered rare, endangered, threatened, sensitive, or otherwise unique by government agencies, such as CDFW and USFWS, or recognized conservation organizations, such as the CNPS. Suitable habitat for special-status plants, animals, or sensitive habitats on the project site will be determined and mapped and considered in the BRA for potential project related impacts or constraints.

Based on the location of the project, aerial imagery, and the habitats expected to be present, the presence/absence of special-status wildlife species on the property cannot be fully determined until the habitat is evaluated. Therefore, FCS proposes to conduct a general reconnaissance-level survey to identify the presence/absence of any potential sensitive wildlife species or their habitat (e.g., burrows, nests, dens) within the project area.

Numerous special-status species potentially occur within the area, but the need for focused surveys for special-status plant and/or wildlife species on the property cannot be determined until the site and its habitats are evaluated. Given existing development and transportation infrastructure in the area, the need for focused surveys for any special-status plant or wildlife species is not anticipated; however, following the biological resources assessment, protocol surveys for specific species may be recommended. These focused surveys could be identified as mitigation to reduce potential impacts associated with the proposed project and/or initiated during the EIR process. The contingency budget could be utilized to perform these services.

The field survey will also include a formal jurisdictional delineation of the presence or absence of waters of the U.S., which includes wetlands or waters of the State on the project site. This review will determine any effects to these features that may be subject to the jurisdiction of USACE, the Regional Water Quality Control Board (RWQCB) and/or CDFW.



Biological Resource Assessment

The results of the field survey will be documented in a BRA, which will include an assessment of sensitive biological resources found within the project site, a detailed discussion of the existing conditions on-site including a list of special status-species and waters/wetlands considered in the assessment and their potential for occurrence, recommended additional surveys and/or avoidance, and minimization and mitigation measures, as appropriate.

Incorporate Findings into the Administrative Draft Environmental Impact Report

Following review of the BRA, FCS will prepare an EIR for the proposed project to identify potentially significant environmental impacts. The EIR will include separate sections for the discussion of each Environmental Checklist impact category and exhibits (including GIS mapping, as appropriate), and will include:

1. Reviewing the project in light of information, conclusions, and mitigation measures included in the BRA.
2. Identifying any potential impacts and corresponding project-level mitigation measures to reduce such impacts to less than significant levels.

To reduce document production and distribution costs, technical appendices will be provided in electronic format.

Task 4.5: Phase I Cultural Resources Assessment

FCS will assess the potential for existing and undiscovered cultural resources for the project site, the results of which will be compiled into a stand-alone Phase I Cultural Resources Assessment (PI-CRA). The PI-CRA will incorporate and update the 2007 Cultural Resources Survey performed by Tom Origer and Associates for APN-031-050-062, which encompasses 9.2 acres of the project site. This document will meet the Office of Historic Preservation (OHP) standards for Phase I evaluations and can be used to support determinations in any additional CEQA reporting. The Cultural Resources Assessment of the will detail the results of the field investigation, record searches, and any additional resources discovered as a result of the assessment, a copy of which will be included as an appendix to the EIR. The Assessment will include recommendations for further study and/or mitigation within the project area, as needed. Should significant cultural resources be discovered during the records search or pedestrian survey, the Site Recordation task will be utilized as described below.

Records Searches and Archival Research

FCS will conduct a records search at the Northwest Information Center affiliated with Sonoma State University and located in Rohnert Park. The record search will include a search of previous studies and identified cultural resources within the project site and a 0.5-mile radius. The National Register of Historic Places, the California Register of Historical Resources, the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listings, the

Historic Property Data File, historic maps, and photographs will be consulted, along with other pertinent historic data.

FCS will also request records searches of applicable paleontological databases including one or all of the following: the University of California Museum of Paleontology and regional localities databases. The results of the letter reports provided by these institutions will describe the underlying geological formations and their paleontological sensitivity, disclose any known fossil localities within a given search radius, and address the potential need for mitigation measures to protect paleontological resources.

Outreach to Potentially Interested Parties

A letter will be sent requesting the Native American Heritage Commission (NAHC) search their Sacred Lands File and provide recommendations on any Native American concerns and potential Tribal Cultural Resources (TCRs). From the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting any additional information they may have about the project area. Please note that this process is for information gathering purposes in order to support conclusions made within the Phase I Cultural Resources Assessment and does not satisfy consultation requirements pursuant to Public Resources Code Sections 21080.3.1 and 21080.3.2 (a.k.a. AB 52). FCS understands AB 52 and SB 18 consultation is being handled by City of Santa Rosa and is available to assist, if/as needed. FCS will also attempt to locate and contact local historical societies that may have additional information about the project area or interest in the project.

Cultural Resource Field Survey

A pedestrian field survey will be conducted for the approximately 68.73 acre project area by an FCS Project Archaeologist utilizing standard 15 meter transect intervals and will include all portions of the project area, where possible.

Initial review of historic aerials dating back to the 1950s indicate that the project area contains at least three large residential buildings that were present in 1968 and are over 45 years in age. Properties over 45 years in age are considered potential historic resources under CEQA, and may require determination as to (1) whether the property is a historic resource, and (2) whether the proposed project may cause a substantial adverse change in the significance of a historic resource.

Preparation of the Phase I Cultural Resources Assessment

The Phase I Cultural Resources Assessment will detail the results of the field investigation, record searches, and any additional resources discovered. The stand-alone assessment will also include recommendations for further study and/or mitigation within the project area, as needed. As noted above, this document will meet the Office of Historic Preservation (OHP) standards for Phase I evaluations and can be used to support determinations in any additional CEQA reporting. All records search results and correspondence will be summarized in the EIR, along with recommendations for any mitigation measures deemed appropriate.

Site Recordation

All buildings of historic age will need to be initially evaluated for historic significance and recorded on appropriate Department of Parks and Recreation (DPR) forms. The property may have already been evaluated for historical resources through a previous survey or analysis, however FCS cannot determine, prior to completion of the records search or field survey, the need for recordation or the number of additional sites to be recorded. It is currently assumed that three (3) historic buildings/structures will require evaluation and subsequent recordation on DPR forms. Recordation costs are highly dependent on what is found, but \$500 is the minimum charge for recording previously unrecorded sites and historic structures.

Task 4.6: Phase I Environmental Site Assessment

The FCS team will prepare a Phase I Environmental Site Assessment (ESA), the purpose of which Assessment is to gather sufficient information to evaluate a property's environmental history and current status. This is accomplished by a site information audit, interviews with knowledgeable persons, and a site survey or inspection. Protocols ensure that qualified environmental assessors address all issues.

We will compile the site history by using reference materials and aerial photographs and by interviewing facility personnel, regulatory and conservation agencies, zoning commissions, and long-term residents, as appropriate. The site information audit considers site history with respect to facility layout and location; past and present surrounding land use, such as existing or proposed Superfund sites, landfills, and hazardous waste facilities; past owners, industrial activities, and environmental compliance.

Present owners and activities are considered with respect to the following:

- Process operations;
- Source materials inventory, handling, and storage;
- Waste generation, handling, treatment, and storage; and
- On-site and off-site disposal practices relating to waste quantities, disposal unit types, location, and environmental compliance.

Overall facility compliance is considered with respect to:

- Hazardous materials;
- Hazardous waste;
- Solid waste;
- Liquid chemicals and used oil;
- Surface and groundwater discharges;
- Air emissions;
- Spill history; and
- Enforcement or consent orders.

The site survey, or walk-through, is a visual inspection of the property, structures, land, and water for indications of potential contamination. The environmental setting is observed, with attention to the following:

- Topography; geology;
- Oil, gas, and mining activity;
- Soils and vegetation; and
- Proximity to surface waters such as streams, swamps, wetlands, ponds, and lakes.

Existing data from soil or groundwater analyses are reviewed, together with public information on local drinking water sources and quality. The site operations are evaluated with respect to:

- Aboveground and underground storage tanks;
- Drum handling and storage;
- Floor drains and clarifiers;
- Pits, ponds, and lagoons;
- Catch basins, drains, and pipes; and
- Air emission sources, fugitive dust, and odor emission sources.

The Phase I ESA documents the findings, evaluates environmental liability risks, and provides recommendations on Phase II activities, if needed. Phase II is a characterization of areas of concern found in a Phase I Report and would include sampling if needed. A separate proposal will be provided for your consideration should Phase II activities be warranted.

Task 4.7: Traffic Impact Analysis

W-Trans will prepare a Traffic Impact Analysis that consists of the following tasks:

Study Area and Periods

The study area will consist of the following intersections. Conditions during the weekday a.m. and p.m. peak periods, as well as the Saturday midday peak period will be documented.

1. Sonoma highway/Calistoga Road
2. Sonoma Highway/Melita Road (west)
3. Sonoma Highway/Mountain Hawk Drive
4. Sonoma Highway/Los Alamos Road
5. Sonoma Highway/Melita Road (east)
6. Sonoma Highway/Elnoka Lane-Project Access
7. Sonoma Highway/Oakmont Drive
8. Melita Road/Montgomery Drive
9. Melita Road/Los Alamos Road
10. Melita Road-Project Access

Peak hour operation along the Sonoma Highway corridor between Mountain Hawk Drive and Oakmont Drive will also be assessed.

Tasks

1. The trip generation for the project will be determined based on standard rates published by ITE in Trip Generation Manual, 9th Edition, 2012. Distribution patterns will be estimated based on a review of existing travel patterns in the Oakmont area, and in consideration of retail and service use locations that would serve residents. This information, along with the scope of services, will be provided to City of Santa Rosa staff in a memorandum of assumptions for review and comment. Should their comments result in either a reduction or expansion of the scope, the contract amount would be adjusted accordingly.
2. Traffic that the proposed CCRC project would be expected to generate will be determined based on the final project description and site plan that will be used in the EIR. The trip generation will be presented in a tabular format, including trips during the weekday and weekend peak hours.
3. A field visit of the project site and study area will be conducted. Specific attention will be paid to sight distance for both exiting and entering movements at the site's public street access points and potential conflicts with other driveways. Appropriate field notes and photos will be taken.
4. Turning movement counts will be obtained at the eight existing study intersections for all three peak periods. 72-hour "machine" counts to collect traffic volumes and speeds will be obtained from a Thursday through Saturday at the following locations.
 - Melita Road near the proposed project access
 - Melita Road Between Montgomery Drive and Queen Anne Drive
 - Sonoma Highway Near Proposed project access
5. Existing conditions will be documented based on the existing traffic counts, existing intersection and roadway geometry, and observations completed during the site visit. Presentation of these conditions will consist of a Level of Service summary table, text, and exhibit showing peak hour turning movements. A chart showing traffic volume patterns on Melita Road and Sonoma Highway near the project, as well as Melita Road between Montgomery Drive and Queen Anne Drive, will be included, as will a written summary of the speed data collected.
6. A list of approved, but not yet built, projects in the study area will be obtained from City and County staff. The trips associated with these projects will be added to existing volumes in order to establish a Baseline traffic scenario. The traffic operation associated with the Baseline condition will be presented in a similar manner to that described for Existing Conditions.
7. Future volumes at the study intersections will be developed using output from the Sonoma County Transportation Authority's (SCTA's) regional travel demand model for the year 2040. The model's "financially constrained" buildout scenario will be utilized, which includes only future roadway improvements that have identified funding sources. This scenario assumes that the number of lanes on Sonoma Highway will remain unchanged, with no widening to add additional

through lanes along the project frontage and through Sonoma Valley. The model does not include projections for weekends, so future Saturday peak hour volumes will be developed using a growth factor calculated from the weekday projections.

8. The thresholds of significance for the circulation analysis will be determined based on CEQA guidelines together with criteria set by the City of Santa Rosa and Caltrans.
9. Project trips will be distributed to the roadway network, and operating conditions at the study intersections and roadway segment evaluated under Existing plus Project, Baseline plus Project, and Future plus Project conditions. Signal warrant calculations will be completed for the project access point on Sonoma Highway, considering all nine warrants contained in the CA-MUTCD.
10. A queuing evaluation will be conducted at all ten study intersections for all analysis scenarios, focusing on the adequacy of turn pocket lengths to accommodate vehicle queues, and the projected changes to turn pocket queues that would result as a result of the project.
11. Collision records for the study intersections will be reviewed for any trends or patterns, and the intersection collision rates calculated and compared to statewide averages for similar facilities.
12. Site access and circulation will be evaluated, including a review of the street connections, adequacy of sight distance, potential for conflict with existing intersections or driveways, need for turn lanes, turn lane storage lengths, need for turn prohibitions, and other issues as they present themselves.
13. An assessment of emergency access will be provided, including consideration of how the proposed EVA on Channel Drive could affect circulation.
14. In consideration of the projected increases in vehicle traffic associated with the project, the potential need for offsite traffic calming measures on Melita Road (and potentially the eastern end of Montgomery Drive) will be evaluated. If it appears that these roadways could benefit from the implementation of traffic calming measures, a list of potential traffic calming solutions will be identified.
15. The potential for construction-related traffic impacts to occur will be assessed and described.
16. The adequacy of facilities for pedestrians, bicyclists, and transit riders will be evaluated, including consistency with the City's bicycle plan and access to transit services offered by Santa Rosa CityBus and Sonoma County Transit. Given the proximity of Annadel State Park to the site and lack of bicycle connections to Highway 12, it is likely that bicyclists will pass through the project site in the future. The need for onsite improvements to effectively accommodate these bicyclists will be assessed.
17. Up to two alternative land use scenarios will be addressed qualitatively.

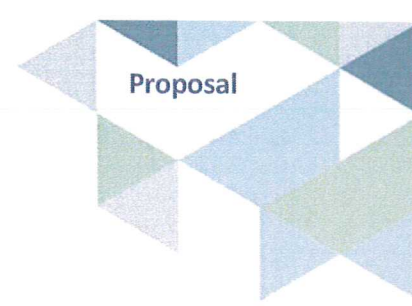


18. Using average trip length data extracted from the SCTA travel demand model that is based on the project site's traffic analysis zone (TAZ), average daily vehicle miles traveled (VMT) estimates for the project will be determined.
19. W-Trans will provide relevant traffic data to the team's air and noise analysts.
20. While parking conditions are not considered by CEQA, the project's proposed parking supply will be compared to that which would result from application of rates contained in *Parking Generation*, 4th Edition, Institute of Transportation Engineers, for informational purposes.
21. Impacts and mitigation measures necessary to achieve acceptable operating conditions for all modes of transportation will be indicated.
22. A draft standalone traffic impact study that provides details of the analysis and findings, together with tables and figures, will be prepared and submitted for your review.
23. Comments received from FCS will be addressed and an administrative draft report including appendices and calculations submitted to City staff for their review.
24. Agency comments will be addressed and a final report submitted. A copy of the report in Word format will also be submitted to FCS for use in preparing the EIR. Comments that require analysis not included in the original scope of work will be considered beyond the scope of our contract.
25. W-Trans will assist FCS in responding to traffic and circulation related comments on the DEIR. Up to twelve (12) hours of response time are included. Receipt of an inordinate number of comments or comments that require new analysis may result in the need to obtain authorization and budget to complete the additional work.
26. The W-Trans project manager will attend up to three public hearings at the City of Santa Rosa.

Exclusions—The scope of services includes only those items that are specifically identified above. Any additional services, such as meetings or hearings, requests for further analysis, multiple rounds of comments, or responding to peer review comments, if needed would be provided on a time and materials basis after receiving written authorization for the extra work. A contingency of 10 percent of the contract value has been included in the budget in the event such additional services are required.

Task 5: Administrative Draft EIR

FCS will prepare an Administrative Draft EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15120 through 15132. The Administrative Draft EIR will contain analyses supported by graphics and tables. The document will identify potentially significant impacts, feasible mitigation measures, and the residual significance after mitigation has been implemented. The contents of the Administrative Draft EIR will be as follows:



Executive Summary

In accordance with CEQA Guidelines Section 15123, the Executive Summary will contain a summary of the project, list the project alternatives, identify areas of controversy, and provide a matrix listing environmental impacts and mitigation measures, and the residual significance of all impacts.

Introduction

FCS will prepare the introduction including the purpose and background of the project, the determination of the lead agency, the scope of the EIR, and the document's organization. The Introduction will establish the scope of review of the EIR and identify environmental topics that had been previously evaluated at a sufficient level in the prior rounds of environmental review and, thus, would not need to be re-evaluated.

Project Description

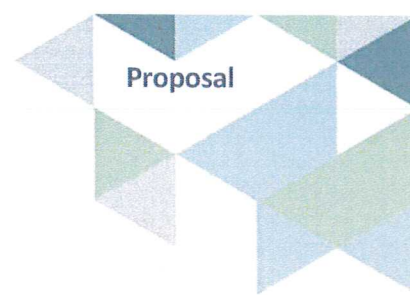
Pursuant to CEQA Guidelines Section 15124, the project description will identify the project location, describe the project characteristics, list the project objectives, identify necessary approvals, and list other agencies that may use the document. The project description will describe the relationship of the project to the City of Santa Rosa General Plan, and City of Santa Rosa Zoning Ordinance. The project description will use color graphics and tables to clearly convey relevant information to the reviewer.

Environmental Setting, Impacts, and Mitigation Measures

The following specific sections will be prepared that provide a discussion of environmental setting, impacts, and mitigation measures (if applicable).

Aesthetics, Light, and Glare

FCS will evaluate the existing aesthetics, light, and glare conditions within and near the project site and evaluate potential impacts that may occur from the proposed project. Scenic vistas, visual character, and light and glare impacts to views of the night sky are all issues of potential concern because the proposed development uses on a previously undeveloped area may result in changes to the project site and surrounding area. A visual analysis will be completed in compliance with Zoning Code Sections 20-32.060(C)(3) and 20-50.090, assessing potential impacts to significant natural land forms on the site and to major public viewpoints that contribute to community character, including views from Highway 12. Additionally, impacts related to scenic vistas, scenic resources, visual character will be assessed. Based on a lighting plan and photometric analysis provided by the Applicant, potential glare impacts from operation of the proposed project, including scale and illumination in relation to existing development will also be evaluated. Mitigation measures will be proposed, if necessary. Note that this scope assumes that the visual effects of the project can be adequately assessed and disclosed through site photographs, applicant-provided elevations, images and visual simulations, and review of the applicable development standards.



Air Quality/Greenhouse Gas Emissions

The proposed project contemplates construction and operational activities that would emit criteria air pollutants and GHG emissions. Additionally, the project would emit toxic air contaminants and has the potential to create objectionable odors. FCS will prepare the EIR Air Quality/Greenhouse Gas Emissions section and identify impacts and mitigation (as appropriate) using the Air Quality/Greenhouse Gas Emissions and Health Risk Assessment technical studies.

Biological Resources

FCS will prepare the EIR Biological Resources section and identify impacts and mitigation (as appropriate) using the Biological Resources Assessment technical study.

Cultural Resources

FCS will prepare the EIR Cultural Resources section and identify impacts and mitigation (as appropriate) using the Phase I Cultural Resources Assessment technical study.

Geology, Soils, and Seismicity

The proposed project contemplates the development of new uses in a seismically active region of California. FCS will prepare the EIR Geology, Soils, and Seismicity section and identify impacts and mitigation (as appropriate) using the applicant-commissioned Geotechnical Evaluation technical study, as well as information from other authoritative information sources, including the United States Geological Survey, Natural Resources Conservation Service, the City of Santa Rosa General Plan, and the Sonoma County General Plan.

Hazards and Hazardous Materials

FCS will evaluate the potential for the proposed project to create significant public safety hazards or expose human health or the environment to hazardous materials. The proposed project's end uses may involve routine handling and use of hazardous materials. FCS will prepare and utilize a Phase I Environmental Site Assessment technical study, as well as readily available sources of information about hazardous materials usage in the project vicinity (e.g., the GeoTracker database). More specifically, this section will address issues that include but are not limited to past usage of the project site the presence of hazardous materials on-site, and potential hazardous on or near the project site. Additionally, this section will evaluate potential impacts associated with emergency response and wildfires. FCS will identify impacts and mitigation (as appropriate).

Hydrology and Water Quality

The proposed project contemplates future development activities that would involve construction and operational activities that have the potential to create polluted runoff, increase impervious surface coverage, and create downstream drainage problems. FCS will use information about proposed storm drainage facilities and water quality treatment measures provided by the applicant, including a Standard

Urban Stormwater Mitigation Plan (SUSMP). FCS will also review readily available sources of information about surface water features, groundwater resources, municipal storm drainage facilities, and flood hazard areas.

Land Use

The project would be assessed for consistency with applicable land use plans and regulations, including the City of Santa Rosa General Plan and the City of Santa Rosa Zoning Ordinance. Consistency with all applicable General Plan goals and policies will be provided in a matrix format. Additionally, the proposed uses and associated infrastructure improvements will be assessed in accordance with the development standards set forth in the General Plan and Zoning Ordinance.

Noise

The proposed project contemplates construction and operational activities that could potentially expose surrounding land uses to excessive noise and vibration levels. Of particular concern are temporary increases in ambient noise levels during construction and permanent increases in ambient noise levels for operational activities (e.g., vehicle trips, truck deliveries, mobile and stationary equipment, etc.). FCS will prepare the EIR Noise section using the Noise Analysis technical study and identify impacts and mitigation (as appropriate) using the noise technical study.

Population and Housing

This section will describe the existing population and housing and potential effects from project implementation on the site and its surrounding area. Descriptions and analysis in this section will be based on population and housing information provided by the California Department of Finance, the Association of Bay Area Governments, and the City of Santa Rosa.

Public Services and Utilities

FCS will evaluate impacts on public service and utility providers and evaluate the proposed project's impacts in terms of the need to construct new or expanded existing facilities, acquire additional supplies, generate effluent that exceeds the permitted capacity. Potential impacts to parks and recreational facilities, including facilities at Annadel State Park, will be analyzed in this section. FCS will use information provided by the applicant about demand for utilities. For other areas, FCS will utilize information provided by the City of Santa Rosa and service/utility providers about service levels, the adequacy of existing infrastructure, and similar topics. The following topics will be analyzed:

- Fire Protection/Emergency Medical Services
- Police Protection
- Libraries
- Parks and Recreational Facilities
- Water Supply
- Wastewater
- Storm Drainage

- Solid Waste
- Energy

Transportation

The proposed project has the potential to generate new trips, alter traffic circulation patterns, create a need for roadway improvements, and increase the use of public transit, bicycle, and pedestrian modes of transportation. FCS will use the traffic impact analysis prepared by W-Trans as the basis for assessing transportation impacts.

Cumulative Effects

FCS will describe the reasonably foreseeable projects within a City-approved defined study area that may result in cumulative impacts associated with the proposed project. FCS will work closely with City staff to ensure the EIR is prepared at the appropriate level of detail and pertinent projects are evaluated. As identified above, we assume the City will provide information on all reasonably anticipated projects to FCS, so cumulative projects can be adequately addressed.

Cumulative projects may be defined within a specified area around the project site as (1) projects constructed, but not occupied; (2) projects approved, but not constructed; (3) pending projects for which pre-filing or filing of an application with its respective lead agency has occurred; and (4) anticipated or announced projects for which no application has yet been filed with the lead agency. However, note that the geographical extent of the evaluation area for cumulative impacts would vary, depending upon the technical issue to be addressed. For instance, the evaluation area for air quality encompasses the local air basin, while the evaluation area for traffic encompasses the local roadway network. Findings of recent court cases will be used to address all pertinent issues. Cumulative projects will be discussed for each technical issue. Growth-inducing impacts will be evaluated separately in the EIR.

Alternatives

Pursuant to CEQA Guidelines Section 15126.6, the EIR will evaluate a range of feasible alternatives to the proposed project. One of the alternatives will be the CEQA-mandated “No Project Alternative,” which is the circumstance under which the project does not proceed. FCS will evaluate up to two additional alternatives, likely consisting of a reduction in project size. In addition, the Alternatives section will address the feasibility of an alternative location, as well as any alternatives that were initially considered but rejected from further consideration. Each alternative will be described in sufficient detail and evaluated on a topical section basis against the proposed project to determine if it will have fewer, equivalent, or greater impacts. A matrix will be provided comparing each alternative’s impacts on the various topical areas. The environmentally superior alternative will be identified. The Alternatives section will also include a description of alternatives that were initially considered but ultimately rejected from further consideration.

Effects Found not to be Significant

CEQA Guidelines Section 15143 establishes that EIRs shall focus on significant impacts on the environment and need not discuss in detail effects that are clearly insignificant or unlikely to occur (e.g., tsunami inundation). FCS will prepare an initial study to circulate with the NOP, identifying any resource categories or topical areas (e.g., tsunami inundation) that can be “scoped out” pursuant to Section 15143 given the location and context of the project site. Provisionally, we assume that impacts to agriculture and forestry resources and mineral resources will clearly be less than significant and will not need to be analyzed in detail in the EIR. However, a section titled Effects Found Not to be Significant will be included in the Draft EIR to document the justification for this decision.

Significant Unavoidable Adverse Impacts

FCS will discuss all significant unavoidable adverse impacts, pursuant to CEQA Guidelines Section 15126(b). The discussion will include any impacts that can be partially mitigated, but not to a level that is less than significant. Any mitigation measures considered, but eliminated from suggestion because of new impacts that would be associated with their implementation, will also be discussed.

Other CEQA-Mandated Sections

Pursuant to CEQA Guidelines Section 15126(g), FCS will discuss any potential growth-inducing impacts of the proposed project. Potential sources of growth inducement and their corresponding impacts, such as removal of obstacles to growth (i.e., extension of infrastructure), new employment generation, or major economic influences, will be qualitatively analyzed, to the extent that they are applicable.

FCS will also be responsible for the preparation of the following:

- Table of Contents
- Irreversible and Irretrievable Commitment of Resources
- List of Organizations and Persons Consulted
- Preparers of the Environmental Document
- References
- Appendices

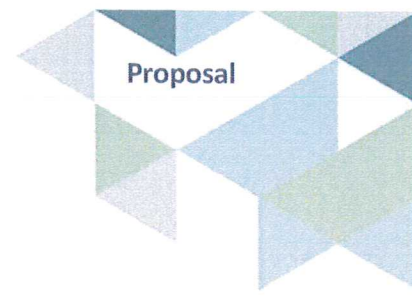
Technical Appendices

Pursuant to CEQA Guidelines Section 15147, supporting technical information will be appended to the EIR. This includes but is not limited to technical studies, modeling data, and correspondence.

Deliverables

FCS will provide the following deliverables as part of the Administrative Draft EIR submittal:

- Five hard copies of the ADEIR and one electronic copy



Task 6: Screencheck Administrative Draft EIR

The intent of the Screencheck ADEIR is to allow City staff to review the final changes to the Draft EIR prior to publication and circulation. We anticipate that any comments on the Screencheck ADEIR would concern minor points and not require major revisions.

FCS will respond to one set of City comments on the Administrative Draft EIR. This scope of work assumes that comments will be provided either in written form or as tracked changes within the Word files. Upon receipt of the sets of comments, FCS will prepare the Screencheck ADEIR, which will show changes made in underline/strikeout.

Deliverables

FCS will provide the following deliverables as part of the Screencheck Draft EIR submittal:

- Five hard copies of the Screencheck ADEIR and one electronic copy

Task 7: Draft EIR

Upon receipt of any final comments from the City, FCS will prepare the Draft EIR and issue it for public review. FCS will provide the Notice of Completion (NOC) to the State Clearinghouse to formally begin the 45-day public review process. FCS will reproduce and distribute paper copies to the City and the distribution list that is approved by City staff. FCS will provide electronic files to the City for posting on the City's website.

Deliverables

FCS will provide the following deliverables as part of the Draft EIR submittal:

- 25 hard copies of the Draft EIR and one electronic copy

Task 8: Administrative Final EIR

FCS will prepare written responses to all comments received on the Draft EIR based upon the CEQA Guidelines and the City's CEQA implementing procedures and submit them for City staff's review after the close of the public comment period. Pursuant to CEQA, detailed responses will be provided only for those that raise significant environmental issues. .

The following steps are proposed:

- The City will compile and transmit to FCS all written comments on the Draft EIR no later than the third business day after closure of the 45-day public review period. We strongly recommend that comments be forwarded to FCS as they arrive to allow an early start on response preparation.

FCS will confer with City staff regarding comments received in order to develop a general framework and strategy for preparation of responses. If warranted, by the volume of comments received, FCS will prepare a matrix displaying each unique comment beside the associated response to facilitate review of the comments and responses by the public and decision-makers. The response to comments matrix will be included as a section in the Final EIR.

- Responses within this proposal's scope of work and budget consist of explanation, elaboration, or clarification of the data contained in the Draft EIR, with a budgeted effort of up to 80 hours for technical staff in this task.

Deliverables

FCS will provide the following deliverables as part of the First Administrative Final EIR (AFEIR) submittal:

- Five hard copies of the AFEIR and one electronic copy

Task 9: Screencheck Administrative Final EIR

The intent of the Screencheck Administrative Final EIR (AFEIR) is to allow City staff to review the final changes to the Final EIR prior to publication. It is anticipated that any comments on the Screencheck AFEIR would concern minor points and not require major revisions.

FCS will respond to one set of City staff comments on the Administrative Final EIR. This scope of work assumes that comments will be provided either in written form or as tracked changes within the Word files.

Upon receipt of the consolidated set of comments, FCS will prepare the Screencheck Final EIR, showing changes in track.

Deliverables

FCS will provide the following deliverables as part of the Screencheck Final EIR submittal:

- Five hard copies of the Screencheck AFEIR and one electronic copy

Task 10: Final EIR

Once City staff provides final comments on the Screencheck AFEIR, FCS will proceed with finalizing and producing the Final EIR for public review. FCS will provide copies of the Final EIR to the City, which will be responsible for local distribution, noticing, and posting. FCS will send copies of the Final EIR directly to state agencies that commented on the Draft EIR. FCS will also provide electronic files to the City.

Deliverables

FCS will provide the following deliverables as part of the Final EIR submittal:

- 25 hard copies of the Final EIR and one electronic copy

Task 11: Mitigation Monitoring and Reporting Program

Pursuant to CEQA Guidelines Section 15097, FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP). The MMRP will contain all mitigation measures identified in the Draft EIR, as well as any text changes that are identified in the EIR, and it will provide columns for necessary actions, timing, and parties responsible for verification. The draft MMRP will be provided during the Screencheck Final EIR submittal and the final MMRP will be provided as part of the Final EIR submittal.

Deliverables

- 25 hard copies of the MMRP and one electronic copy

Task 12: Meeting Attendance

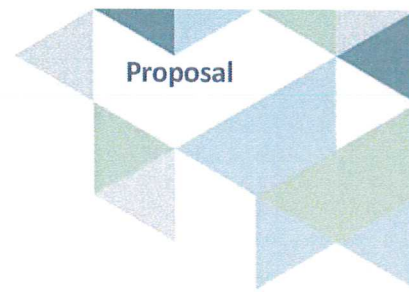
FCS has extensive experience in public outreach programs and scoping, including public participation programs and public hearings. FCS will be present at public meetings and hearings to develop an understanding of the public's comments and concerns, be available to answer questions on environmental issues, and make presentations on the EIR.

FCS's role is as follows:

- FCS's Project Director and Project Manager will attend four meetings with City staff.
- FCS's Project Director and Project Manager will attend three public meetings, including Planning Commission and City Council meetings in Santa Rosa. This scope of work also includes FCS's attendance at the scoping meeting identified in Task 2. FCS may attend additional meetings on a time-and-materials basis, with prior authorization.

Task 13: Project Management and Coordination

FCS is firmly committed to developing and maintaining close working relationships with City staff. Emphasis on communication, as well as involvement of FCS principals and senior staff in all projects, results in performance that satisfies project objectives, government requirements, and project needs. Communication is vital to a successful project. FCS will place top priority on working as a partner with City staff and other project team members, as necessary, during environmental processing of the project. We will help anticipate controversial issues, devise solutions, and provide expert environmental compliance consultation. Understanding the City's objectives and ensuring they are reflected in the environmental review and analyses are key aspects of our approach. This scope of work assumes regular interaction with City staff and other project team members, as necessary, and requires frequent information sharing among project team members. A total of approximately 80 hours of FCS time is identified for this.



Task 14: CEQA Notices

FCS will prepare all CEQA-required notices in compliance with state legislation and guidelines. This task includes the preparation of the Notice of Availability (NOA), NOC, and Notice of Determination (NOD) that will be prepared for the project. FCS will:

- Prepare the NOA, NOC, and NOD in compliance with the CEQA Guidelines.
- Submit the draft notices for City staff review and revise them, based upon staff comments.
- File the NOA and the NOC with the State Clearinghouse at the time of Draft EIR publication.

Prior to the certification hearing, FCS will prepare the Notice of Determination for the project for City review. FCS assumes that the City will file the Notice of Determination with the Sonoma County Clerk’s Office within five business days of EIR certification.

Task 15: Findings of Fact and Statement of Overriding Considerations

FCS will prepare draft Findings of Fact for each potential significant effect identified in the EIR and prepare a Statement of Overriding Considerations for the unavoidable significant impacts associated with the project. As required by the CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The Statement of Overriding Considerations will rely on input from the project team regarding the benefits of the project. FCS’s Project Manager will consult with the City to review draft findings and to finalize the findings.

FCS will submit proposed final Findings of Fact and the Statement of Overriding Considerations to the City for review and approval.

PROJECT SCHEDULE

Based on our understanding of the desire to expedite the preparation and processing of a legally defensible EIR, we have provided below an aggressive but feasible work schedule. This estimated schedule is based on the timely receipt of any remaining technical information and confirmation of a stable project description by Week 1, and the assumed turnaround times for City review of the various work products identified below. A detailed schedule based on the agreed upon scope of work will be prepared by FCS at project initiation for concurrence with the City and the Applicant.

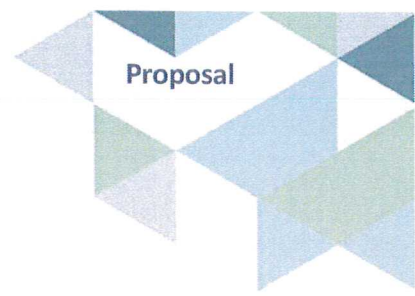
Task	Weeks
Project Initiation	5/15/17
Submit Administrative Draft NOP	5/29/17
Receive City Comments on Administrative Draft NOP	6/12/17
Release Notice of Preparation for Public Review	6/19/17
Close of 30-day Scoping Period	7/17/17



Task	Weeks
Submit Administrative Draft EIR to City *	9/4/17
Receive City Comments on Administrative Draft EIR	9/25/17
Submit Screencheck Draft EIR	10/9/17
Receive City Comments on Screencheck Draft EIR	10/16/17
Submit "Proof Check" Draft EIR to City	10/23/17
Release Draft EIR for Public Review	10/30/17
Close of Public Review Period	12/14/17
Submit Administrative Final EIR to City	1/4/18
Receive City Comments on Administrative Final EIR	1/25/18
Submit Screencheck Final EIR and MMRP	2/15/18
Receive City Comments on Screencheck Final EIR and MMRP	2/22/18
Release Final EIR and MMRP	3/1/18
Public Hearings	TBD
File Notice of Determination	Within 5 Business Days of Project Approval
<p>Note: * Assumes receipt of project description from applicant by week 1. Also assumes applicant commissioned technical studies and traffic study are received by FCS no later than week 12.</p>	

The assumptions used in determining the above project schedule are:

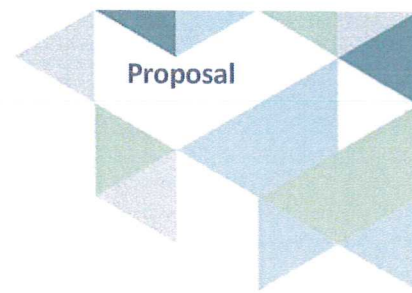
- Assumes receipt of all approved project description and conceptual plans, project-related information, base maps, photographs, and previous environmental documentation at the project initiation meeting.
- The periods shown assume a set amount of time for concurrent review of the document by the City of Santa Rosa for each submittal. If review schedules change, the elapsed time of other tasks will be maintained.
- The review period for the NOP will be the State-mandated 30 days.
- The review period for the EIR will be the State-mandated 45 days.



ITEMIZED COST ESTIMATE

Fees

Task	Fees
Professional Labor Costs	
Task 1: Project Initiation and Organization	\$3,500
Task 2: Notice of Preparation and Scoping	\$4,500
Task 3: Public Scoping Process	\$3,000
Task 4: Technical Studies	
Air Quality and Greenhouse Gas Analysis	\$10,500
Health Risk Assessment	\$7,500
Biological Habitat Assessment	\$12,500
Cultural Resource Assessment	\$6,900
Phase I Environmental Site Assessment	\$3,500
Noise Impact Analysis	\$7,000
Traffic Impact Analysis	\$52,500
Task 5: Prepare Administrative Draft EIR	\$65,000
Task 6: Prepare Screencheck Draft EIR	\$22,000
Task 7: Prepare Draft EIR	\$9,000
Task 8: Prepare Administrative Final EIR	\$15,000
Task 9: Prepare Screencheck Final EIR	\$6,000
Task 10: Prepare Final EIR	\$4,000
Task 11: Prepare Mitigation Monitoring and Reporting Program	\$1,500
Task 12: Meeting Attendance	\$11,500
Task 13: Project Management and Coordination	\$15,000
Task 14: CEQA Notices	\$1,500
Task 15: Findings of Fact and Statement of Overriding Considerations	\$6,500
Total Professional Labor Costs	\$268,400
Direct Costs	\$7,500
FCS Professional Fee Not to Exceed	\$275,900
Contingency (10 percent of contract value)	\$27,500
Total with Contingency	\$303,400



The assumptions used in calculating the above fees are:

- The price is valid for up to 30 days from the date of this scope, after which it may be subject to revision.
- This price is based on completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.
- The EIR will be prepared to comply with CEQA.
- Costs have been allocated to tasks based on FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.

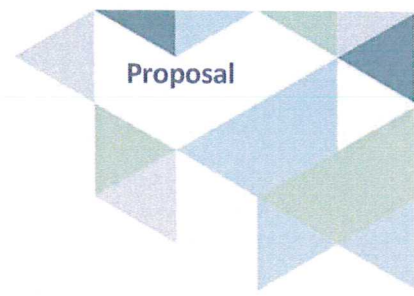
Other Labor Rates

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

Direct Expenses

Direct expenses are billed at the amount charged, plus out-of-pocket expenses, including but not limited to a 15 percent administrative fee.

1. Out-of-pocket expenses, including but not limited to travel, messenger service, reprographics, lodging, meals, blueprint, reproduction, and photographic services: Cost, as charged to FCS.
2. Subcontractors' fees: As quoted.
3. Passenger Cars: \$0.540 per mile.
4. Four-wheel drive vehicles: \$75.00 per day (\$0.540 per mile).
5. Reproduction and Color Copies: See Reprographics Fee Schedule (provided as necessary).
6. Records checks: Fees vary by facility and project.
7. Museum curation: Fees vary by city and project.
8. Cultural resources storage/curation of fossil and artifact collections: Cost, as charged to FCS.
9. Per diem: \$64.00 per day. This is the USA Federal Rate. Lodging surcharge may apply in high rate areas.
10. USFWS/CDFW impacts or mitigation fees: Cost, as charged to FCS.



Terms

Compensation and direct expenses are invoiced monthly and payable upon receipt or as codified in project specific contract.