

**PROFESSIONAL SERVICES AGREEMENT FOR
PREPARATION OF RESERVE AREA LAND USE DESIGNATIONS, SPECIFIC PLAN FOR POTENTIAL
INDUSTRIAL LAND USES, AND PROGRAM ENVIRONMENTAL IMPACT REPORT**

This Agreement, entered into this _____ day of _____, 20____, by and between the City of Visalia, hereinafter referred to as the "CITY", and QK, Inc. hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, for the cost identified in Exhibit "B" - Project Fee, with the exception of the Optional Task identified as "Water Supply Assessment (WSA)".
- B. Additional Services: Upon written consent of CITY, Optional Task identified as "Water Supply Assessment (WSA)" as identified in Exhibit "A" – Scope of Work shall be performed by CONSULTANT for the cost identified in Exhibit "B" – Project Fee.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of Consultant's Notice to Proceed following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full, a sum not to exceed four-hundred ninety-one thousand five-hundred seventeen dollars (\$491,517). This amount shall constitute

complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B".

- B. Payment of Compensation: The CONSULTANT shall be compensated on a fixed fee monthly basis. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The Director of Planning and Community Preservation shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.
- B. CONSULTANT: Steve Brandt shall represent and act as Principal for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
 - 1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 - 2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
 - 1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
 - 2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from

other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY, except as otherwise specified in Exhibit "A".
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

IX. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII. INDEMNIFICATION AND INSURANCE

- A. As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.
- B. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.
- C. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.
- D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
 - 1. Workers' compensation insurance as required by California statutes.
 - 2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
 - 3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
 - 4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
- E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- F. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA 93291."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

- G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XIII. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure

by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- D. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Avenue
Visalia, CA 93291
Attn: City Clerk

CONSULTANT: QK, Inc.
Mailing Address: 901 E. Main Street
Visalia, CA 93292
Attn: Steve Brandt
Phone: (559) 733-0440
Email: Steve.Brandt@qkinc.com

- E. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- G. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- I. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

- J. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- K. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- L. Firearms Prohibited: Guns may not be carried by contractors /vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.
- M. Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

CONSULTANT

City Manager Date

Date

Approved as to Form

City Attorney Date

Risk Manager Date

Project Manager Date

Attachments:

Exhibit “A”: Scope of Work

Exhibit “B”: Project Fees

EXHIBIT "A"

SCOPE OF WORK

B PROJECT APPROACH

- REVISED DEC. 16, 2025

PROJECT UNDERSTANDING

There's a swath of land on the southwest edge of Visalia that holds more than just acreage. It holds potential. Potential for jobs, tax revenue, thoughtfully integrated infrastructure, and a new, welcoming entrance into the city. The Reserve Area around Visalia Airport's approach zone has been preserved instead of developed several times in the last 40 years. This now looks like the time to thoughtfully and respectfully plan for its development.

The City of Visalia's (City) decision to revisit this 980-acre Reserve Area should not be taken lightly. This is a strategic response to a changing San Joaquin Valley—where population growth, industrial demand, and State mandates intersect with local values. This effort is not just about drawing new land use boundaries. It's about making sure those boundaries work—for the airport, housing pressures, freight movement, neighbors, and the land itself. Visalia never plans in a vacuum. This effort will need to consider how these land use changes could affect the airport, the Downtown, and Mooney Boulevard, as well as how they change the impression of Visalia for travelers on Highway 99.

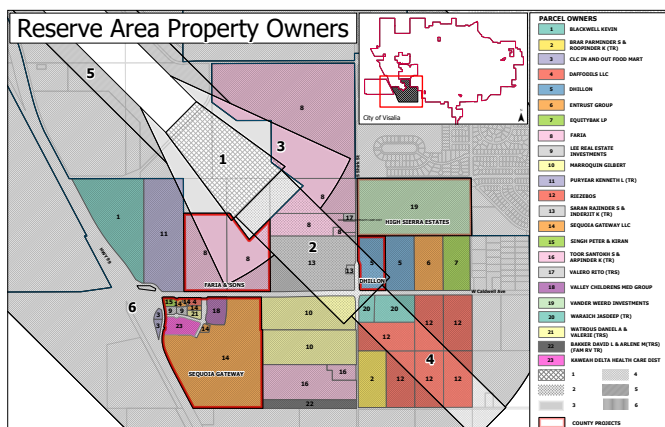
We understand that the Reserve Area's complexity is exactly why this planning effort is essential. The City has already seen development interests take shape, each bringing their own ideas, expectations, and challenges. Meanwhile, State legislation like Assembly Bill (AB) 98 requires a new level of rigor for how industrial land is planned, buffered, and reviewed. The California Environmental Quality Act (CEQA) thresholds related to Vehicle Miles Traveled (VMT) and noise compatibility must be proactively addressed, especially with residential uses nearby and the airport so close.

All these issues affect each other, which is why the decision to prepare a Specific Plan for industrial land uses is a wise decision.

But beyond policy and regulation, there's a bigger picture: how will Visalia grow? This project asks: what's the right long-term use of this land, and how do we do it in a way that serves today's needs while planning wisely for the future? We see the Reserve Area as an opportunity to:

- Convert fragmented development proposals into a unified vision.
- Craft a Specific Plan that reflects the community's vision and complies with the General Plan goals.
- Establish architectural and circulation standards that elevate Visalia's identity.
- Deliver a Program Environmental Impact Report (EIR) that clears a path for orderly, infrastructure-ready development.

We understand the assignment, and more importantly, we understand the place. That's why our team is excited to be part of this moment—helping shape how the Reserve Area evolves from an open question into a lasting asset for the people of Visalia.



Reserve Area Property Owner Map

SPECIAL CONSIDERATIONS

Airport Compatibility Isn't a Constraint, It's a Lens

The Reserve Area's location adjacent to the Visalia Airport makes land use compatibility non-negotiable. But instead of viewing the Tulare County Comprehensive Airport Land Use Plan (CALUP) as a constraint, we see it as a design lens, one that informs the location of future uses, enhances public safety, reduces land use conflicts, and supports the airport's long-term viability. Our team brings deep familiarity with airport land use overlays and safety zone restrictions, and we will apply that understanding to evaluate which land uses can work where, and why. We also understand that this is not just a zoning exercise; it's a matter of public trust.

AB 98 Isn't Just New, It's Nuanced

AB 98 imposes strict requirements on industrial land use planning, including buffer zones, design standards, and enhanced CEQA scrutiny. As a result, the Reserve Area's Specific Plan can't just assume that "industrial" is a one-size-fits-all solution. We need to explore typologies, locate appropriate transitions, and establish clear development standards that comply with AB 98 and serve the City's economic development goals, while not inadvertently overburdening new development with unachievable regulations. Our CEQA and planning staff are already working with other cities to navigate these changes, and we'll bring that practical experience to Visalia.

Infrastructure Phasing is a Make-or-Break Factor

Infrastructure feasibility will determine whether this plan is visionary or viable. Sewer, stormwater, fire access, and truck routes must be designed not only for eventual buildout but also for early-phase development. The City's expectations around funding mechanisms, reimbursement strategies, and long-term maintenance will influence how and where land use designations are applied. Our approach will balance policy planning with engineering foresight—so that what looks good on paper can be built, financed, and maintained in real time.

VTM, Noise, and the Evolving CEQA Landscape

The CEQA environment has changed significantly since the Reserve Area was last studied under the General Plan EIR. VTM, noise thresholds, greenhouse gas emissions, and cumulative impacts are now central concerns—especially with multiple residential and commercial developments being proposed near this site. Our environmental team has led recent Program and Master EIRs under these conditions and will craft an approach that is not only legally defensible but also forward-compatible with the City's broader sustainability goals.

Development Pressure Is Already Here

This is not a blank slate. Some property owners are already advancing plans, as evidenced by prior submittals to the Tulare County Project Review Committee. From the Sequoia Gateway Specific Plan to the Dhillon and Faria proposals, development momentum is real, and the City needs a planning framework that can respond quickly and thoughtfully. We will create a land use diagram and entitlement structure that allows near-term applications to move forward when they do not compromise long-term goals.

CITY PARTICIPATION

This effort will require close collaboration with City staff, including Planning, Engineering, Public Works, and Economic Development. We anticipate a strong City role in guiding community engagement strategies, refining alternatives, and getting the final products to align with Council priorities. Our team will handle the technical heavy lifting of CEQA strategy, land use modeling, and infrastructure planning, with direction grounded in Visalia's vision.

APPROACH



OBJECTIVES

This first phase sets the stage for the entire effort by establishing shared understanding, confirming expectations, and building the technical foundation from which all planning and environmental work will grow. Our objective is to align early with City staff on the scope, timeline, and approach while gathering the essential background data that will shape the land use and circulation decisions and result in a proposed General Plan Amendment.

TASK 1.1 LAND USE DESIGNATIONS KICKOFF

Before we put pen to paper, we start by listening. We'll meet with City staff to confirm expectations, fine-tune deliverables, and set up a structure for open, ongoing communication. This step lays the foundation for a smooth and collaborative process by clarifying who's doing what, when, and how we'll stay aligned along the way.

To make informed decisions, we must start with a clear and complete picture. In this task, our team will collect and organize the foundational information that will guide every land use and environmental decision moving forward. We'll compile available land use plans, zoning, existing and planned infrastructure, environmental and airport constraints, and other relevant data.

WORK PRODUCTS

- One (1) digital copy (PDF format) of the kickoff meeting agenda and meeting notes
- One (1) digital copy (PDF format) of the refined project schedule
- One (1) digital copy (PDF format) of the contact and communication protocol

- One (1) digital copy (PDF format) of the GIS-based base map of the Reserve Area
- One (1) digital copy (PDF format) of the memo listing baseline conditions and policy context

MEETINGS

One (1) project kickoff meeting with City staff

ESTIMATED COMPLETION DATE

January 2026 (all following date estimates assume the contract is signed in January 2026)

TASK 1.2 LAND USE + CIRCULATION ALTERNATIVES

Collaborating with City staff, our team will synthesize the data gathered, property owner preferences, and City staff input with the goals of designating at least 400 acres for industrial land and complying with the CALUP. We will start with the 2013 draft Plan and work from there. The new draft Plan for land use and circulation will be accompanied by a summary of opportunities and constraints. Land use decisions will also be informed by economics. Kosmont Consultants will be a teaming partner to provide fiscal analysis.

WORK PRODUCTS

- One (1) digital copy (PDF format) of the Fiscal Analysis Report
- One (1) digital copy (PDF format) of the land use and circulation maps with a summary of opportunities and constraints

MEETINGS

Up to three (3) meetings with City staff (in person or MS Teams)

ESTIMATED COMPLETION DATE

March 2026

Tulare County Transit Operations + Maintenance Facility



PHASE II**INDUSTRIAL SPECIFIC PLAN****OBJECTIVES**

Planning in a vacuum leads to plans that sit on shelves and developments that are just average. In this phase, our objective is to bring voices to the table of those who live, work, invest in, and neighbor the proposed industrial area so that the Specific Plan that emerges will both set the vision for a distinctive industrial park and also provide the plans and development standards to achieve that vision. The area is the next great entry to Visalia. It needs a Specific Plan that will produce yet another grand Welcome! to citizens and visitors alike.

TASK 2.1 SPECIFIC PLAN KICKOFF MEETING

While some preliminary work may be done during Phase 1, we will have a Specific Plan kickoff meeting with City staff to confirm goals and refine objectives for the Specific Plan. The Specific Plan will further define and regulate land use and circulation in the proposed industrial areas determined in Phase 1.

WORK PRODUCTS

One (1) digital copy (PDF format) of the Specific Plan kickoff meeting agenda and meeting notes

MEETINGS

One (1) Specific Plan kickoff meeting with City staff

ESTIMATED COMPLETION DATE

April 2026

TASK 2.2 LAND USE + CIRCULATION ALTERNATIVES

In this task, we'll review whether the uniqueness of the area requires revisions or deviations from the allowed industrial uses in the City Zoning Ordinance. We'll pay special attention to integrating roadways, utility corridors, and service accessibility while providing compatibility with airport overlays, surrounding land uses, and General Plan direction.

WORK PRODUCTS

- One (1) digital copy (PDF format) of the draft land use and circulation concept alternatives

MEETINGS

- One (1) meeting with staff to review draft concepts

ESTIMATED COMPLETION DATE

July 2026

TASK 2.3 INDUSTRIAL DESIGN STANDARDS

The design standards section of the Specific Plan will be crucial to creating an industrial park that is attractive, functional, and worthy of being located at the entrance to the city. The various standards offered for consideration to be placed into the Specific Plan will be those that have been successful in other industrial developments in the San Joaquin Valley. This can include standards for building placement and form, along with required architectural elements to elevate attractiveness. Standards will also be proposed for landscaping, fencing, outdoor storage, and stormwater basin placement.

Other standards will be used to implement AB 98. Design standards will be written not to control development, but to guide it into a business park with a unique, desirable address that will be a premier location along Highway 99.

WORK PRODUCTS

One (1) digital copy (PDF format) of the list of possible standards for review and evaluation

ESTIMATED COMPLETION DATE

Aug 2026

TASK 2.4 UTILITIES PLANNING

A well-designed land use plan can only succeed if it's supported by well-planned infrastructure. Building on the emerging land use and circulation framework, we'll identify the wet and dry utility needs that will support development in the Reserve Area. Our team will prepare conceptual diagrams for the wastewater and water systems, using City-provided design assumptions and coordinating directly with City engineering staff to validate capacity and connection assumptions. While we expect storm drainage to be managed on-site by each property owner, we'll confirm this approach and document it.

In parallel, we'll inventory existing dry utilities (e.g., electric, gas, cable, and telecom) and initiate conversations with service providers about the planned level of future growth. This infrastructure foundation delivers concept plans that are not only visionary but also implementable.

WORK PRODUCTS

- One (1) digital copy (PDF format) of the conceptual wastewater and water system diagrams
- One (1) digital copy (PDF format) of the dry utility inventory and summary

MEETINGS

One (1) infrastructure coordination meeting with City Public Works

ESTIMATED COMPLETION DATE

September 2026

TASK 2.5 ADMINISTRATIVE DRAFT SPECIFIC PLAN

This task is where our collective vision begins to take form as policy. After months of active listening, mapping, coordinating, and refining, we will collaboratively begin drafting the Specific Plan that outlines how the industrial portion of the Reserve Area can grow strategically, sustainably, and in alignment with City goals. The plan will build on the work completed in earlier phases, incorporating stakeholder perspectives, technical feasibility, and design intent into a cohesive, well-organized document.

We will prepare an Administrative Draft Specific Plan for City staff review. The plan will be structured around a clear and intuitive framework, beginning with the plan's purpose and legal context, followed by chapters on land use, circulation, design standards, infrastructure and services, financing, and long-term implementation. Our team will focus especially on the Implementation chapter, a crucial section that outlines development procedures, phasing strategies, financing considerations, and steps for future amendments to the plan.

WORK PRODUCTS

- One (1) unbound copy of the Administrative Draft Specific Plan and one (1) digital copy (Word + PDF format)

MEETINGS

One (1) City review meeting to discuss the Administrative Draft

ESTIMATED COMPLETION DATE

November 2026

TASK 2.6 PUBLIC REVIEW DRAFT SPECIFIC PLAN

Following written feedback from City staff, we will revise the Administrative Draft to produce the public review Draft Specific Plan. This version will incorporate refinements to language, graphics, and formatting based on staff input and will be suitable for public distribution and environmental review. One (1) unbound copy and one (1) digital copy (Word + PDF format) will be provided to the City for posting or email distribution.

This task bridges technical writing with public communication, translating complex policy guidance into clear, approachable content that can be shared with the wider Visalia community.

WORK PRODUCTS

One (1) unbound copy of the public review Draft Specific Plan and one (1) digital copy (Word + PDF format)

ESTIMATED COMPLETION DATE

December 2026

Below: QK facilitates a public outreach and opinion event for the Los Banos Parks and Recreation Master Plan





PHASE III PROGRAM ENVIRONMENTAL IMPACT REPORT

OBJECTIVES:

The Reserve Area's transformation is not only a matter of policy, but also one of environmental responsibility. In this phase, our team will prepare the environmental documentation required for compliance with CEQA. The Program EIR that is drafted will evaluate the General Plan Amendment and the Reserve Area Specific Plan's potential effects through complete buildout and outline feasible measures to reduce or avoid impacts to the extent possible. This process is intended to support informed, transparent decision-making by City leaders and provide community members and developers with clear guidance and understanding of potential environmental considerations associated with future growth.

Our work will be grounded in current CEQA practice. Supporting technical studies will be prepared to inform impact conclusions and identify context-sensitive mitigation strategies. Throughout, our team will closely coordinate with City staff, offering support during review periods and at public hearings as the environmental documents move toward certification. A Program EIR will be developed in a manner that allows streamlined environmental review for future projects anticipated as a result of implementation of the Reserve Area Specific Plan. The scope of work to complete the Program EIR is organized into six parts:

1. Technical Studies
2. Notice of Preparation (NOP)
3. Draft Environmental Impact Report (Draft EIR)
4. Final Environmental Impact Report (Final EIR)
5. Findings of Fact and Statements of Overriding Consideration
6. Adoption and Certification Process (part of Phase 4)

TASK 3.1 EIR KICKOFF

Before preparing the environmental document, QK will lead an EIR kickoff meeting with City staff and the rest of the consultant team. QK has selected the following teaming partners to assist with preparation of the EIR:

- Yamabe & Horn Engineering, Inc. (Transportation Planning/VTM)
- Bollard Acoustical Consultants, Inc. (Noise)

This meeting will give all the consultant team members an opportunity to ask questions about the proposed project being analyzed and give City staff an opportunity to emphasize the issues that will be most anticipated or scrutinized in the EIR.

WORK PRODUCTS

One (1) digital copy (PDF format) of the EIR kickoff meeting agenda and meeting notes

MEETINGS

One (1) EIR kickoff meeting with City staff and the entire consultant team

ESTIMATED COMPLETION DATE

December 2026

TASK 3.2 TECHNICAL STUDIES FOR CEQA ANALYSIS

Before preparing the environmental document itself, our team will conduct and compile the technical studies needed to support a comprehensive and legally adequate Program EIR. These studies will include traffic (using LOS & VMT metrics), air quality greenhouse gases/ health risk assessment, noise, and biological resources.

A more detailed scope of the traffic impact analysis is described in Appendix A.

Each study will be tailored to reflect the Reserve Area's unique context and will align with thresholds adopted by the City and other responsible agencies. The findings will form the environmental impact analysis and help identify potential mitigation strategies, alternatives, and areas of reduced impact. As technical work is completed, we will collaborate with City staff to review assumptions, data sources, and preliminary results.

Because the Specific Plan area is predominantly under cultivation, a full-scale cultural resources pedestrian survey is not feasible. Therefore, a QK archaeologist will obtain standard records searches (Class I inventories) from the South San Joaquin Valley Information Center (SSJVIC), California State University, Bakersfield, which is a part of the California Historical Resource Information System (CHRIS). The records search would identify any previously recorded sites located on or previously inventoried, conducted within ½ mile of the project area.

WORK PRODUCTS

One (1) digital copy each (Word + PDF format) of the Traffic Impact Analysis, Air Quality Study, Biological Study, Noise Study, and Cultural Resources Technical Memo

MEETINGS

Up to two (2) City staff coordination calls to confirm methodologies and findings

ESTIMATED COMPLETION DATE

March 2027

TASK 3.3 DRAFT PROGRAM EIR

Once technical studies are complete, we will begin drafting the Program EIR in accordance with CEQA Guidelines. The Draft EIR will describe the proposed project, evaluate environmental impacts, analyze project alternatives, and recommend feasible mitigation measures where applicable. Upon release, the Draft EIR will be made available for public and agency review during the required comment period.

The City, as lead agency under CEQA Guidelines Section 15062, has determined that preparation of a Programmatic EIR is necessary (per CEQA Guidelines §15161) for the Reserve Area Specific Plan. QK will prepare an NOP in accordance with CEQA Guidelines to inform responsible and trustee agencies, interested parties, and the general public of the update of the General Plan. An Initial Study will not be completed, and no sections will be scoped out of the EIR, as is appropriate for the environmental review of a Specific Plan.

The NOP will be prepared in a format consistent with the requirements of CEQA and will include all relevant information regarding the project. Following completion, one (1) unbound copy and one (1) digital copy (Word + PDF) of the NOP will be submitted to the City for distribution. QK assumes City staff will post the NOP in the required accessible format to the State Clearinghouse CEQAnet portal. We also assume the City staff will post the NOP with the Tulare County Clerk and pay the required posting fee.

During the public review period for the NOP, QK will be available to support City staff or, if requested, facilitate and conduct a scoping meeting on behalf of the City to finalize the issues that will be addressed in the EIR. An agenda, appropriate graphics or visual display materials, handouts, and a sign-in sheet will be prepared for the meeting.

This proposal does not include early consultation with the appropriate tribal groups pursuant to State Bill (SB) 18 or AB 52 and Public Resources Code §21080.3.1. That is the purview of the City. QK is available to assist if requested. Fees associated with posting the NOP advertisement are not included.

WORK PRODUCTS

- One (1) digital copy (Word + PDF format) of the Project Description
- One (1) unbound copy of Notice of Preparation and one (1) digital copy (Word + PDF format)
- One (1) digital copy (PDF format) of scoping meeting documents

MEETINGS

Upon City staff request, one (1) scoping meeting during the NOP public review period

ADMINISTRATIVE DRAFT EIR

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

CEQA case law (*County of Inyo v. City of Los Angeles*) requires an accurate, stable, finite project description as an essential element of a legally sufficient EIR. QK will describe the project in accordance with Section 15124 of the CEQA Guidelines. The Project Description chapter will also include a description of the General Plan alternatives addressed in the EIR and a listing of areas of controversy and issues to be resolved.

The Project Description will be used as the basis of analysis for each environmental impact section. Our Project Description will be sufficiently clear and concise (including project development and phasing, if applicable) to anticipate likely future governmental approvals that will rely on CEQA documentation for approval or other discretionary reviews that may be required.

As specified in the State General Plan Guidelines, the EIR will identify the Reserve Area Specific Plan location and the boundaries of the Planning Area. The major policies, objectives, and assumptions of the Reserve Area Specific Plan will be summarized in this chapter of the EIR.

The EIR will contain the Environmental Analysis of the proposed changes to the General Plan. The analysis is organized by environmental topic area, consistent with the CEQA Guidelines Appendix G Checklist. The analysis contained within each topic area is divided into four parts:

Environmental Setting	Regulatory Setting
Thresholds of Significance	Impacts and Mitigation Measures

After establishing the environmental and regulatory setting for each topic, impacts (both adverse and beneficial) will be identified and discussed. The level of significance of adverse impacts will be addressed, both before and after mitigation. Every effort will be made to quantify project impacts in comparison to existing conditions and conditions set forth in the existing General Plan EIR. Impacts that are less than significant will be noted. Practical, enforceable, and feasible mitigation measures will be recommended for significant impacts. Regulations and measures already required pursuant to existing federal, State, or local statutes and regulations will be considered to be already incorporated in the project and not recommended as additional mitigation measures.

Mitigation measures will not be limited to on-site activities if a broader solution is warranted. Impacts and mitigation measures will specifically consider goals, policies, and mitigation measures previously set forth in the General Plan and the General Plan EIR. Cumulative impacts, both on-site and off-site, will be addressed as required by §15126 and §15130 of the CEQA Guidelines and tiered off the existing General Plan EIR, as applicable.

The environmental topic areas and assumed areas of analysis within these topic areas are listed as follows:

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

The EIR will also analyze a reasonable range of alternatives to the preferred alternative, which will be conducted according to §15126(d) of the CEQA Guidelines, as amended in 1994. A “no-project” alternative will be discussed per the requirements of the CEQA Guidelines. In the context of a General Plan, the “no-project” alternative is the development pattern that will take place without the project. “No project,” in this case, would be continued use of the existing City General Plan, and the Reserve Area would remain undeveloped.

Section 15126(d) limits those alternatives analysis to alternatives that will avoid or substantially lessen any of the significant effects of the preferred alternative. QK proposes to evaluate two alternatives to the preferred alternative that will meet these criteria. These alternatives will be developed in close consultation with City staff. QK will develop reasonably detailed analyses of impacts associated with these alternatives by topic in comparison with the preferred alternative. The Program EIR will identify the environmentally superior alternative and, if that is the no-project alternative, the environmentally superior alternative among the remaining alternatives.

Mandatory CEQA sections (Effects Found Not to be Significant; Significant Effects Which Cannot be Avoided; Significant Irreversible Environmental Changes; and Cumulative Impacts) will be included in the EIR.

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

DRAFT EIR (PUBLIC DRAFT)

QK will revise the Draft EIR based on City staff comments. Following acceptance of the changes, QK will provide all files from the Draft EIR electronically on a flash drive, saved in Word and PDF format (with image and graphic files saved as either .jpg or .pdf files). The Draft EIR will be published, distributed by the City, and circulated for 45-day agency and public review according to provisions of the CEQA Guidelines. QK assumes that the City staff will post the Draft EIR to the State Clearinghouse CEQAnet portal and with the Tulare County Clerk.

WORK PRODUCTS

- One (1) unbound copy of Administrative Draft EIR with technical appendices and one (1) digital copy (Word + PDF format)
- One (1) unbound copy of Draft EIR with technical appendices ready for 45-day public review and one (1) digital copy (Word + PDF format)

MEETINGS

One (1) City staff review meeting for Administrative Draft EIR

ESTIMATED COMPLETION DATE

August 2027

TASK 3.4 FINAL PROGRAM EIR

Once technical, pursuant to §15088 of the CEQA Guidelines, the Final EIR must respond in writing to each oral and written comment on the Draft EIR made by individuals, agencies, and organizations. Additional research and analysis will be undertaken by QK as necessary to respond to comments effectively. Comments regarding the technical analysis prepared by subconsultants will be routed to them for review and comment, with QK reviewing these comments for consistency and compilation of the final responses to comments.

Along with the comments and responses, a list will be compiled of all persons, organizations, and agencies commenting on the Draft EIR. The Final EIR will also include revisions to the Draft EIR text and summary table necessitated by comments. As a basis for cost estimating, QK assumes that 100 individual responses (not letters) will be required for the Final EIR. It is currently felt that this estimate will be adequate for this task.

As a precaution against the possibility that the level of response greatly exceeds our expectations and requires a much greater magnitude of effort to effectively respond to comments, we propose to establish a threshold level with the City of 100 individual responses, each requiring one hour to respond. If the level of response exceeds the negotiated threshold, QK will respond to those comments that are above and beyond the threshold on a time-and-materials (T&M) basis or another mutually agreeable formula.

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

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

Administrative Draft Final EIR: The Administrative Final EIR will be prepared in a manner consistent with the requirements set forth in the RFP. QK will prepare the Administrative Final EIR for City review and comment. Review times are built into the schedule to allow for coordinated City review by multiple departments. As previously described, the Project Manager and Principal-level peer reviewer will review the Administrative Final EIR for quality control, consistency, and legal sufficiency.

Public Draft Final EIR: Following receipt of comments by the City, QK will revise the Final EIR as necessary for adoption by the City. Following acceptance of the changes, QK will provide files from the Final EIR electronically on a flash drive, saved in Microsoft Word format (with image and graphic files saved as either .jpg or .pdf files). QK assumes that the City staff will post the Final EIR to the State Clearinghouse CEQAnet portal and with the Tulare County Clerk, and pay the required Fish and Game fees and posting fee.

WORK PRODUCTS

- One (1) digital copy (Word + PDF format) of the Mitigation Monitoring and Reporting Program
- One (1) digital copy (Word + PDF format) of the Administrative Draft Final EIR
- One (1) unbound copy of the Final EIR and one (1) digital copy (Word + PDF format)

FINDINGS OF FACT AND STATEMENTS OF OVERRIDING CONSIDERATION

QK will review the Findings of Fact (§15091) prepared by City staff to support the impacts and conclusion statements in the EIR. We will track our suggested revisions via tracked changes.

Findings will include all information necessary for legal adequacy and will cover all environmental impacts found to occur with the adoption of the project.

QK will review a Statement of Overriding Considerations (§15093) prepared by City staff for each of the significant and unavoidable impacts determined in the EIR.

Suggested revisions will be done in tracked changes. These statements will reflect the social, economic, technical, legal, or other reasons why mitigation of the impact is infeasible and why the City will consider the approval of the project even with the existence of such impacts. The City will include these documents in their staff reports and will reproduce them internally.

WORK PRODUCTS

- One (1) digital copy (Word format) of the Findings of Fact
- One (1) digital copy (Word format) of the Statement of Overriding Considerations

MEETINGS

One (1) Final EIR briefing and hearing preparation meeting

ESTIMATED COMPLETION DATE

October 2027

Below: QK environmental scientist collecting Joshua Tree data on a photovoltaic array project site.





PHASE IV PUBLIC OUTREACH AND HEARINGS

OBJECTIVES:

A diverse set of ideas and opportunities for feedback make a good plan great. There is great public interest in this effort, so comments, concerns, objections, and dreams must all be heard. The objective of this phase is to provide opportunities for public input so that everyone who wants to be heard has an opportunity to speak.

TASK 4.1 PUBLIC OUTREACH

Outreach to the public will mainly occur through online social media, email distribution, and public utility inserts. QK will prepare online social media posts, email wording, and originals for public utility inserts to keep the public informed about the project. Outreach information and messaging will coincide with the other tasks in the project.

During Phase I: Notice and Education – What is Happening

During Phase II: How to Provide Feedback – What is Being Proposed and Why

During Phase III: What is in the Draft Specific Plan - How to Participate in the EIR Process

During Phase IV: Information about the Public Hearings

We anticipate an average of one social media post every other week, utility inserts every 3 months, and email information distribution as needed.

WORK PRODUCTS

- Social media posts
- Wording for Utility Inserts and Emails

ESTIMATED COMPLETION DATE

December 2026

TASK 4.2 STUDY SESSIONS

As the Reserve Area Specific Plan and Program EIR move through the public decision-making process, our team will work with City staff to present our progress at two Planning Commission study sessions. We anticipate holding study sessions to receive feedback and direction at these points in the process:

- Study session presentation of the land use and circulation plan (see Task 1.2)
- Study session to present draft Specific Plan design standards

WORK PRODUCTS

- One (1) digital copy (PPT + PDF format) of PowerPoint presentation at each study session
- Public hearing coordination with staff

MEETINGS

Three (3) study sessions

ESTIMATED COMPLETION DATE

March 2027

TASK 4.3 PUBLIC HEARINGS FOR ADOPTION

The final phase of this effort focuses on wrapping up the planning process and supporting the City as the Reserve Area Specific Plan and Program EIR move through the formal adoption process. At this point, the technical work is largely complete, but our role shifts to one of facilitation, communication, and refinement. We will assist the City with preparing presentation materials for public hearings, coordinate closely with staff to incorporate any last-minute updates or requests, and help guide the plan and EIR through Planning Commission and City Council consideration.

As the Reserve Area Specific Plan and Program EIR move into the public decision-making process, our team will support the City with hearing preparation and participation. We will facilitate one (1) study session with the Planning Commission and/or City Council to present the Draft Specific Plan and gather final feedback. This informal review will allow for early discussion of key themes or questions prior to formal action.

WORK PRODUCTS

- One (1) digital copy (PPT + PDF format) of PowerPoint presentation at each study session
- Public hearing coordination with staff

MEETINGS

- One (1) Planning Commission Meeting (Recommendation Hearing)
- One (1) City Council Meeting (Adoption Hearing)

ESTIMATED COMPLETION DATE

October 2027

TASK 4.4 FINAL SPECIFIC PLAN PRODUCTION

Once the City Council has approved the Reserve Area Specific Plan, we will prepare the final formatted version for publication. This will include any minor edits or formatting adjustments resulting from the adoption hearings, with content finalized in coordination with City staff. The final document will be professionally formatted and delivered in both print and digital formats, including accessible PDFs and editable source files for internal use.

WORK PRODUCTS

- One (1) unbound copy of the Final Specific Plan and one (1) digital copy (Word + PDF format)
- One (1) Web-optimized digital file (optional)

MEETINGS

None required, unless final design review is requested

ESTIMATED COMPLETION DATE

January 2028

OPTIONAL TASK: Water Supply Assessment (WSA)

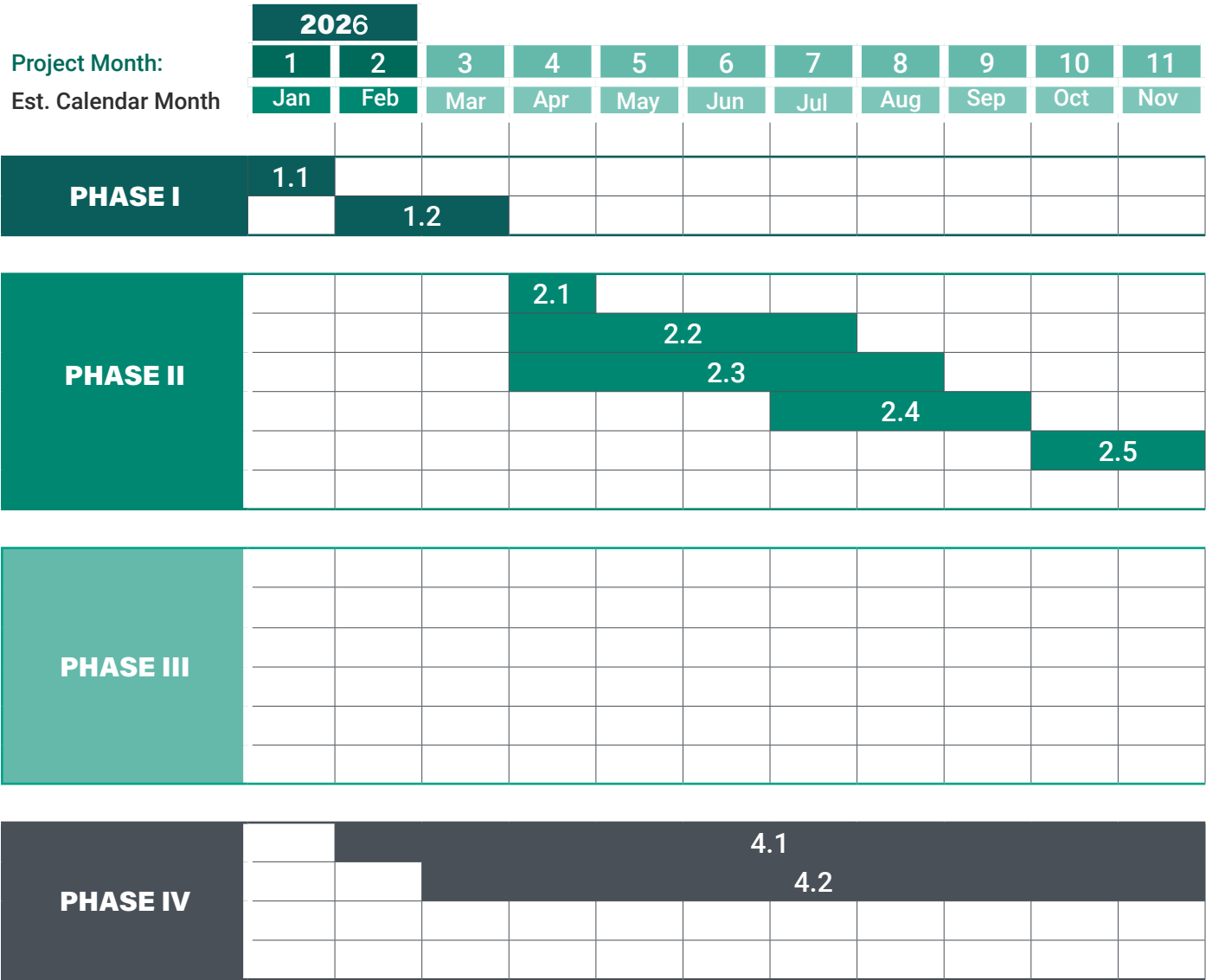
Upon specific request, Visalia's Urban Water Management Plan (UWMP) will be used to provide the analysis related to water pursuant to Senate Bill (SB) 610. QK will draft the WSA to analyze the project's potential water usage during construction and operations. This document, with contents established by SB 610, will fully analyze the available water supply. Using information from the UWMP, requisite detail and emphasis will be placed upon the groundwater aquifer constituting that water source.

ASSUMPTIONS + EXCEPTIONS TO THE RFP

QK makes the following assumptions regarding our proposal:

- Close collaboration with City staff, including Planning, Engineering, Public Works, and Economic Development.
- A strong City role in guiding community engagement strategies, refining alternatives, and getting the final products to align with Council priorities.
- Additional TCAG modeling, study intersections, and/or study segments to be added to the TIA beyond those listed in this proposal will be considered a change order.
- Base GIS data and all data related to the unadopted 2013 Plan for the area to be provided by the City.
- Printing and distribution costs for utility bill mailing inserts will be the responsibility of the City.
- Infrastructure planning will be at a basic level. Infrastructure master planning and design is excluded. Design assumptions will be provided by the City.
- Any service not specifically identified herein is excluded from this proposal.

PROJECT TIMELINE



PHASE I RESERVE AREA LAND USE DESIGNATIONS

- 1.1 LAND USE DESIGNATIONS KICKOFF
- 1.2 LAND USE & CIRCULATION ALTERNATIVES

PHASE II INDUSTRIAL SPECIFIC PLAN

- 2.1 SPECIFIC PLAN KICKOFF MEETING
- 2.2 LAND USE & CIRCULATION ALTERNATIVES
- 2.3 INDUSTRIAL DESIGN STANDARDS
- 2.4 UTILITIES PLANNING
- 2.5 ADMINISTRATIVE DRAFT SPECIFIC PLAN
- 2.6 PUBLIC REVIEW DRAFT SPECIFIC PLAN

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PHASE III PROGRAM EIR

3.1 EIR KICKOFF

3.2 TECHNICAL STUDIES FOR CEQA ANALYSIS

3.3 DRAFT PROGRAM EIR

3.4 FINAL PROGRAM EIR

PHASE IV PUBLIC OUTREACH AND HEARINGS

4.1 PUBLIC OUTREACH

4.2 STUDY SESSIONS

4.3 PUBLIC HEARINGS FOR ADOPTION

4.4 FINAL SPECIFIC PLAN PRODUCTION

Appendix A – Scope for Traffic Impact Analysis and VMT Analysis

The following provides additional detail regarding the scope of the Traffic Impact Analysis and VMT Analysis

Study Intersections and Roadway Segments:

23 intersections (5 of those future) and 21 roadway segments (9 of those future) are assumed for this study.

Scenarios to be Analyzed:

Per City of Visalia Staff, the project is likely to exceed 1,500 peak hour trips, and thus would be a LTA Category V per City of Visalia TIA Guidelines. This level of study will require the following scenarios to be analyzed.

1. Existing Conditions
2. Opening Year Conditions
3. 5-Year Conditions
4. 10-Year Conditions
5. 20-Year (2046) without Project Conditions
6. 20-Year (2046) Plus Proposed Conditions

24-Hour Intersection Traffic Counts

Recent (less than 12 months) AM and PM 24-hour traffic counts will be obtained for the study intersections. Time periods of said traffic analysis intersection and scenarios will be consistent with the City of Visalia TIA guidelines. Traffic counts will be collected on a Tuesday, Wednesday, or Thursday. Counts will include pedestrians and bicyclists, as well as truck traffic volume (unclassified) to determine percent truck traffic for modeling purposes. Cost includes the cost for 18 intersections.

24-Hour Roadway Segment Traffic Counts

Recent (less than 12 months) 24-hour bi-direction traffic counts will be obtained for the study roadway segments. Traffic counts will be collected on a Tuesday, Wednesday, or Thursday. Cost includes the cost for 12 roadway segments.

Tulare County Association of Governments (TCAG) Forecast Models

Coordination with TCAG to obtain Select Zone Analysis traffic forecast models for the scenarios listed in this scoping document. Conversations with TCAG staff has indicated that they typically do not charge for modeling related to a project or entitlement application submitted to one of the member agencies (in this case the City of Visalia).

TCAG has a policy in place with the City of Visalia authorizing TCAG to charge to offset cost for modeling requests, although this has only been applied a few times. The cost under this task order assumes an offset modeling cost of \$6,000 would be applied. Actual modeling cost may change dependent on final scope of the Reserve Area traffic study and other factors such as need for expedited services from TCAG.

The Reserve Area land uses will be incorporated into the TCAG model. This service includes the cost and work associated with one model run for each of the scenarios listed. As the TCAG model serves as the basis of the traffic analysis, changes in planned land uses that require changes to the TCAG forecast models that have already been completed and need for additional runs will constitute a change order.

Traffic Modeling

Preparation of a traffic model using Synchro and SIDRA for the study intersections, study segments and scenarios listed. The traffic model will be modeled using data obtained through traffic counts, reviewing existing intersection geometrics, and TCAG traffic forecast models. Mitigations, if any, will be modeled. Highway Capacity Manual (HCM) 7th Edition will be used for model analysis outputs and incorporated into the TIA report.

TIA Technical Memo

A Draft TIA Technical Memo will be prepared for review. The Technical Memo will present Level of Service (LOS) results of the traffic modeling for the study intersections, and segments, scenarios listed. Recommended mitigations of traffic impacts, if any, will be presented. The Draft TIA Technical Memo will also include results of traffic signal warrants where traffic signals are proposed for a study intersection mitigation. For traffic signal warrants, Warrant #1 8-Hour will be utilized. Queuing analysis will be included. The Memo will be revised to address comments, and a Final TIA Technical Memo will be resubmitted for approval and included as a technical document reference for the General Plan Amendment, Specific Plan, and/or EIR as a technical study.

VMT Analysis

Services will include review of the Reserve Area against VMT screening maps and trip generations thresholds established in the City of Visalia VMT Thresholds and Implementation Guidelines (VMT Guidelines). Services also include coordination with TCAG to perform VMT modeling based on planned land uses. The VMT modeling results will be compared with the regional VMT to determine whether the project exceeds thresholds and need for mitigations established by the VMT Guidelines. Conversations with TCAG staff has indicated that they typically do no charge for modeling related to a project or entitlement application submitted to one of the member agencies (in this case the City of Visalia). TCAG has a policy in place with the City of Visalia authorizing TCAG to charge to offset cost for modeling requests, although this has only been applied a few times. The cost under this task order assumes an offset modeling cost of \$6,000 would be applied. Actual modeling cost may change dependent on final scope of the Reserve Area traffic study and other factors such as need for expedited services from TCAG. Results of the VMT Analysis will be included in the TIA Technical Memo.

EXHIBIT "B"

PROJECT FEES



QKINC.COM | (559) 733-0440



CITY OF VISALIA

PREPARATION OF RESERVE AREA LAND USE DESIGNATIONS, SPECIFIC PLAN FOR POTENTIAL INDUSTRIAL LAND USES AND PROGRAM ENVIRONMENTAL IMPACT REPORT

RFP No. 24-25-55

SECTION D: PROPOSED FEE STRUCTURE - REVISED DECEMBER 16, 2025



FEE SCHEDULE

REVISED DECEMBER 16, 2025

PHASE I RESERVE AREA LAND USE DESIGNATIONS	
1.1 Land Use Designations Kickoff	\$5,060.00
1.2 Land Use and Circulation Alternatives	\$7,870.00
Phase I Total	\$12,930.00
PHASE II INDUSTRIAL SPECIFIC PLAN	
2.1 Specific Plan Kickoff Meeting	\$2,642.00
2.2 Land Use and Circulation Standards	\$46,500.00
2.3 Industrial Design Standards	\$18,676.00
2.4 Utilities Planning	\$9,673.00
2.5 Administrative Draft Specific Plan	\$35,100.00
2.6 Public Review Draft Specific Plan	\$3,596.00
Phase II Total	\$116,187.00
PHASE III PROGRAM EIR	
3.1 EIR Kickoff	\$1,267.00
3.2 Technical Studies for CEQA Analysis	\$185,937.00
3.3 Draft Program EIR	\$114,386.00
3.4 Final Program EIR	\$24,120.00
Phase III Total	\$325,710.00
PHASE IV PUBLIC OUTREACH AND HEARINGS	
4.1 Public Outreach	\$15,865.00
4.2 Study Sessions	\$6,510.00
4.3 Public Hearings for Adoption	\$5,680.00
4.4 Final Specific Plan Production	\$1,635.00
Phase IV Total	\$29,690.00

TOTAL FEE: \$484,517.00

ADDITIONAL OPTIONAL FEE

5.0 Water Supply Assessment	\$7,000.00
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INVOICING

QK will invoice this project on a fixed-fee monthly basis.