

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

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and Stantec Consulting Services, Inc., a New York corporation (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional environmental consultant services for a Fiscal Year 2025 US EPA Brownfields Community-Wide Assessment Grant (Project); and

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

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

WHEREAS, this Agreement will be administered for the City by its Development and Planning Director (Administrator) or designee.

AGREEMENT

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

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through October 31, 2029, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed \$387,515, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.
 - (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business.

The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

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

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the

City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782, Consultant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this Agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

(b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Consultant shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the

Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- (c) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.
- (d) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board,

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

- (e) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (f) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
 - (g) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (h) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
 - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.
11. General Terms.
- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
 - (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours

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

- (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.
12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:
- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
 - (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters

relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
 - (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this

Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either

written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.

29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Tricia Herrera 11/12/2025

Tricia Herrera Date
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy

Addresses:

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

Attachments:

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

Stantec Consulting Services, Inc.,
A New York corporation

By: Rusty Benkosky 11/6/2025

Name: Rusty Benkosky

Title: Senior Vice President

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

By: Jeff Stone 11/7/2025

Name: Jeff Stone

Title: Assistant Secretary

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

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

CONSULTANT:

Stantec Consulting Services, Inc.
Attention: Graeme Taylor, Project Manager
601 SW 2nd Ave. Suite 1400
Portland, OR, 97204
Phone: (503) 367-6158
E-mail: graeme.taylor@stantec.com

EXHIBIT A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (City)
and Stantec Consulting Services, Inc. (Consultant)

US EPA Brownfields FY25 Community-Wide Assessment Grant Consulting Services

See attached SOQ

SCHEDULE OF FEES AND EXPENSES

Task #	Task Description	Contractual Amount
1	Grant Management and Reporting	\$14,000
2	Community Engagement	\$11,000
3	Phase I/II Environmental Site Assessments (ESAs)	\$280,000
4	Inventory Updates and Remedial/Reuse Planning	\$82,515
	Total Contractual Costs	\$387,515

Further described in attached SOQ

EXHIBIT B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (City) And Stantec Consulting Services, Inc. (Consultant)

US EPA Brownfields FY25 Community-Wide Assessment Grant Consulting Services

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

5. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar days written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent, of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

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

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

CLAIMS-MADE POLICIES

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

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

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

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

SUBCONTRACTORS

If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST

US EPA Brownfields FY25 Community-Wide Assessment Grant Consulting Services

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

Explanation: na

na

☐ Additional page(s) attached.

Signed by: Rusty Benkosky

005D0B304BDB4E0...

Signature

11/6/2025

Date

Rusty Benkosky

(Name)

Stantec

(Company)

555 Capital Mall, Suite 650

(Address)

Sacramento, California 95813

(City, State Zip)

City of Fresno

Request For Qualifications For Environmental Consulting Services for
a Fiscal Year 2025 U.S. Environmental Protection Agency Brownfields
Community-wide Assessment Grant - Bid File No. 12600036

Proposal Due: Friday, August 8, 2025, by 5:00pm (PST)





Stantec Consulting Services Inc.
601 SW Second Avenue
Suite 1400
Portland, OR 97204

August 8, 2025

Attention:

David Densley
City of Fresno
david.densley@fresno.gov

Reference: Request For Qualifications for
Environmental Consulting Services for
a Fiscal Year 2025 U.S. Environmental
Protection Agency Brownfields
Community-Wide Assessment Grant,
Bid File #12600036

Acknowledgment of Addenda:

We have included a signed copy of
Addendum #1, dated July 22, 2025 in
Appendix A of Stantec's submission.

Graeme Taylor
Brownfield Project Manager
T: 503-367-6158
E: graeme.taylor@stantec.com

A. Cover Letter and Executive Summary

Dear Mr. Densley and Selection Committee,

We appreciate the chance to submit our proposal to the selection committee and look forward to our continued collaboration with the City of Fresno (the City or Fresno). Stantec's values of environmental stewardship and building strong communities have led us to intentionally cultivate deep and broad capabilities to support brownfield revitalization. Our work extends beyond providing high quality environmental assessments to thoughtful community engagement, reuse planning, and helping communities connect with funding partners, developers, and other leading resources in pursuit of smart, sustainable growth, and community development. As our brownfield team has grown and our skills and proficiency have deepened, we have attracted staff with exceptional environmental and planning experience, but more importantly, people with a passion for building resilient and livable communities.

Great places don't just happen - they are born of thoughtful vision and intelligent planning. Our team is excited to do just that, to continue working with the City on this exciting opportunity to broaden the reach and impact of the Fresno Community-Wide Assessment (CWA) grant program.

We believe we are the best team to serve your needs on this project for many reasons, most significantly:

We are helping advance the City's sustainable brownfield program. Stantec and the City have been tackling brownfield challenges together since 2018. Our team, including Graeme Taylor, Project Manager and David Holmes, Technical Discipline Lead, have experience helping to secure the US Environmental Protection Agency (EPA) Brownfields Coalition Assessment Grant and the Revolving Loan Fund (RLF) Grant implemented by the City. Through our experience working directly with you on brownfield challenges and strategies, we have established a clear understanding of the City's priorities and opportunities. We recognize that Fresno has immense opportunity to redevelop and revitalize the downtown core. We understand your reuse plans and goals, and we are intimately familiar with the regulatory and programmatic requirements related to effective Brownfield CWA grant management. With this background, Stantec is uniquely positioned and knowledgeable in strategies to support the City in continuing to build an effective long-term brownfield program.

Our team has the strongest technical qualifications in the region. Our National Asset Transformation and Brownfield (NATBF) Program practice group is supported by a dedicated team of 75 brownfield specialists including engineers, geologists, scientists, planners, and funding specialists who work together seamlessly to deliver results for clients and communities throughout the US. Leading this project is Graeme Taylor, an environmental scientist and project manager, with 20 years of environmental consulting experience focused on site assessment, cleanup, and redevelopment. We have also included David Holmes, who has been providing the City with ongoing assistance since 2018, as Technical Discipline Lead.

Supporting Graeme and David are Neil Doran, Principal Geologist and Site Assessment Lead; Doug Weaver and Paul Stoppelmann, who bring specialized expertise to the team; Aaron Wisher, GISP, leading Task 4 for inventory updates; and Jay Demma, leading reuse planning. For community engagement support, Khandriale Clark will leverage her experience in brownfield communications.

With this team, we are committed to delivering efficient, cost-effective results for the City. Brief biographies highlighting our team's experience and qualifications can be found starting on [page 15](#).

We provide valuable skills and specialized experience.

Stantec has more than 5,100 environmental services staff company-wide with experience covering more than 20 disciplines. We can pull from a large pool of specialists covering almost every discipline in science, engineering, architecture, and planning. Should the project require expertise beyond Stantec's proposed key personnel, all we need to do is pick up the phone to reach any number of in-house specialists.

Our team's CWA grant implementation approach is built upon leadership and successful results.

At Stantec, our motto is to *Design with Community in Mind*. Our team is committed to implementing Fresno's CWA grant with this in mind and by helping the City to reimagine their community through brownfield revitalization efforts. This can be achieved with leadership and by leveraging our vast experience in implementing EPA brownfield grant programs. We have a team of brownfield experts who have experience working on projects throughout the Central valley (from Bakersfield to Sacramento). We have built strong relationships with EPA project officers, regulatory agencies, subcontractors, and other professionals who live and/or work in the Central Valley. Through this vast network, we are able to develop innovative solutions and provide the correct solution to problems the first time. We use our leadership skills to pull in diverse perspectives to develop successful solutions to complex issues.

Our approach to community engagement is to put people first.

Community engagement is a vital part of any brownfield program. The key to the success of any brownfield project is involving the community where the projects are taking place and providing an opportunity for people in the community to have a seat at the table. When a neighborhood feels a part of what is transpiring, there is a better chance they will believe in the project and stand behind it.

Our approach to community engagement for this CWA grant program is to support the City and your partners in the community (other city departments, agencies, neighborhood groups, non-profit organizations, and others) to establish an effective community engagement program. Our Stantec team will work with the City to develop clear and useful tools (fact sheets, brochures,

presentations, reports, etc) to be utilized by the City and their partners to hold community engagement meetings, workshops, and events where the brownfields program can be explained and promoted. Stantec firmly believes that the most effective engagement starts within the community and our team proposes to serve in a supporting role, for this program, to facilitate meaningful engagement that is truly community-led.

At Stantec we bring a multidisciplinary skillset to consider the potential end use of brownfield sites. We have expert staff in California and in the region who can assist in planning, design, and engineering for site adaptation. We also bring a range of funding services capabilities to develop and implement a leveraged funding strategy to push projects through completion.

We are a valued partner and trusted advisor to the City.

Our team is passionate about helping the City continue to develop their sustainable brownfield program. Our Stantec team is rooted in Fresno and we are committed to helping the City achieve their goals. We have an unmatched record of success helping communities use the funding to build successful brownfield redevelopment programs, including in Fresno. We are proficient in securing funding and obtaining exceptional results from grant-funded projects. In Fresno and the Central Valley we have worked on transformative projects that bring communities back to life with key catalytic development. We want to help Fresno to take full advantage of the opportunities presented by the grants to advance sites through the environmental due diligence process, and to strengthen Fresno's long-term brownfields, economic development, and neighborhood revitalization programs.

We are skilled not only in securing EPA brownfields grants, but in **helping clients successfully navigate a broad array of federal, state, and local funding programs that are relevant to cleanup and redevelopment of individual sites and/or in advancing revitalization of urban areas.** We are unique in helping our EPA Brownfield Grant clients to implement an array of proven strategies for using initial grants to successfully position priority brownfield sites and projects for other types of funding, and in using assessment grants as a powerful tool for making these sites and projects "grant ready." We also assist clients in utilizing an array of higher-end funding tools (such as natural capital assessments and insurance cost recovery) that can have an enormous financial impact on individual priority brownfield sites.

We have reviewed the Sample Agreement in the Request for Qualifications (RFQ) and agree with the terms and conditions.

We look forward to the continued partnership with the City on this transformative program. If you have any questions, please don't hesitate to contact us.



 Crest Theater, Fresno, CA

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With your reading experience in mind, we have built in easy ways for you to navigate this document.

For full functionality, this document should be viewed in Adobe Reader.

Use the bottom arrows flip to different pages. Click the icon on the bottom left to return to the table of contents. The document also contains bookmarks to jump to different sections.

B. Business Information

Firm's Point of Contact

Graeme Taylor, Project Manager
601 SW 2nd Ave Suite 1400 Portland, OR 97204
(503) 273-0071
graeme.taylor@stantec.com

Company Background

Stantec is a local firm with a strong national and global presence, and we recognize we are better together. The Stantec community unites more than 32,000 employees working in over 450 locations. Established in 1954, we are a global leader in environmental consulting, engineering, and sustainable architecture. Stantec empowers clients, people, and communities to rise to the world's greatest challenges at a time when the world faces more unprecedented concerns than ever before.

With 28 offices in California, including the City of Fresno, we have the depth of resources and availability to immediately support your brownfield program needs.

830+ in-house specialists in California	20+ Senior-level grant specialists	5,100 Environmental specialists company-wide
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Why Stantec is the Best Choice

We have solidified our role as trusted advisors to the City of Fresno. Our team is uniquely qualified to continue to develop a long-term and effective brownfield program to support the revitalization of the community and breathe new life into Fresno neighborhoods. Our efforts not only mitigate risks but also create substantial value. We take pride in the unique and innovative services we have delivered and are committed to providing the exceptional knowledge and service that the City both needs and expects.

500+ EPA Brownfield Grants Implemented
\$200M EPA Brownfield Grant funded activities
#8 Most Sustainable Companies 2025 Global 100 List (Corporate Knights)

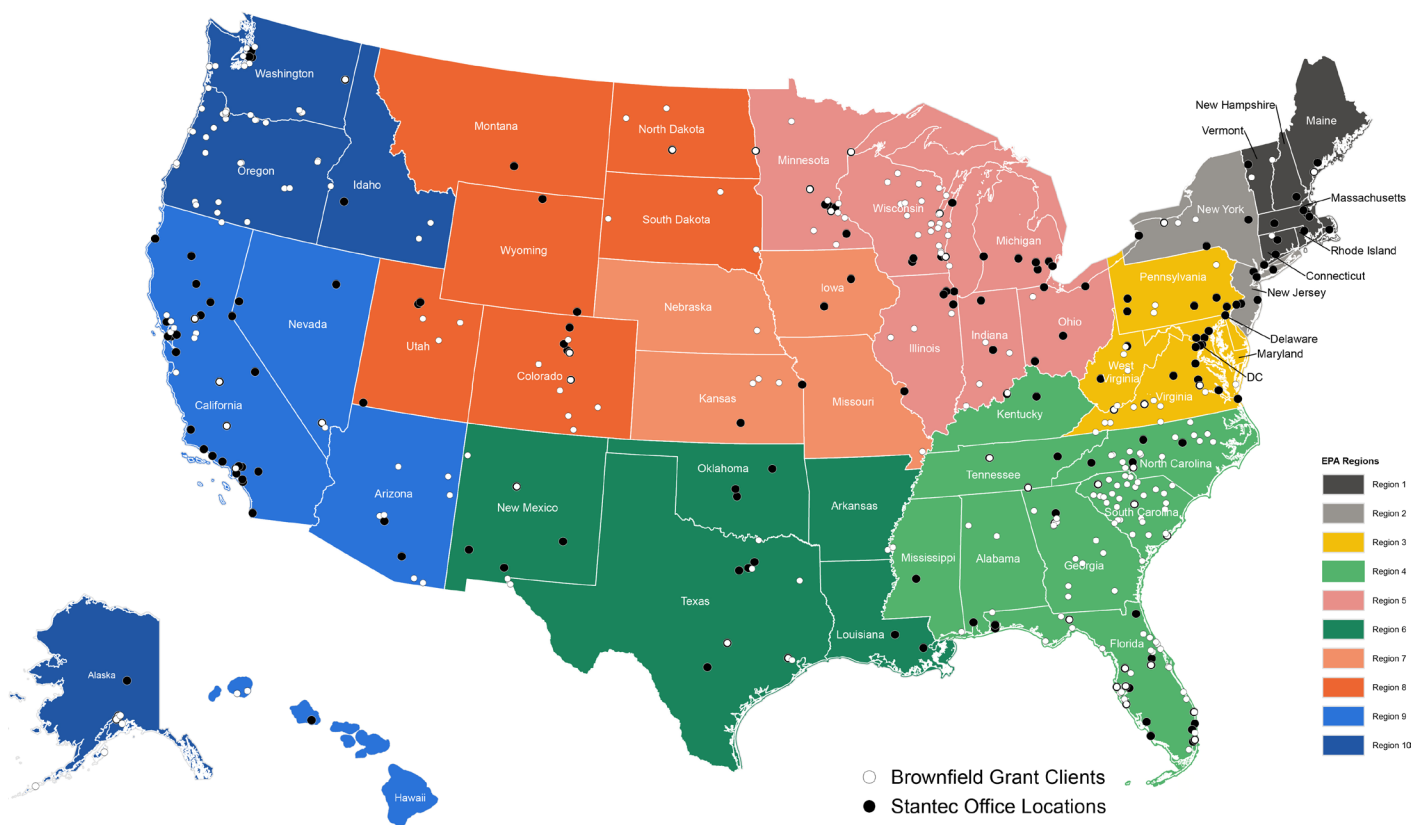
Unparalleled Brownfield Credentials

Our National Asset Transformation and Brownfields (NATBF) Program has 75 senior-level grant specialists who work nationwide to secure funding and implement projects. Stantec has over a decade of experience helping hundreds of communities obtain funding, including EPA Brownfield Grants, and develop effective brownfield programs.

Redevelopment of many brownfield sites depends on funding to cover costs related to environmental assessment, cleanup, demolition, and abatement. We possess extensive knowledge of various funding programs and assist communities in maximizing their chances of securing these funds. Our goal is to help your community achieve its potential through effective site reuse and revitalization programs.

C. Experience and Capabilities

Stantec Offices and Brownfield Grant Client Locations Throughout US



We have partnered with communities across California, EPA Region 9, and the US to effectively manage EPA Brownfield Grants. We have uniquely focused experience with California Central Valley communities including the Cities of Fresno, Bakersfield, Stockton, and Lodi, building and managing successful EPA Brownfield Grant programs. Since 2015, we have helped 30+ EPA Region 9 communities win and/or manage EPA Brownfield RLF, Assessment, and Cleanup Grants. We've assisted 13 California communities to establish and grow their brownfield programs including the cities of Fresno, Bakersfield, Stockton, Richmond, Lodi, Vallejo, and Los Angeles.

From our years of working closely with the City to address brownfield challenges, we have a deep understanding of recent and ongoing revitalization efforts in the downtown core. We take great pride in supporting the City with downtown/Chinatown revitalization efforts. Our Stantec team recognizes that the brownfield program and this CWA grant represents a unique opportunity to reshape Downtown Fresno by supporting catalytic infill projects, leveraging the high-speed rail project, and promoting with key infrastructure investments within the district.

Using the brownfield program we have created one-of-a-kind tools including a housing and brownfield inventory, an opportunity analysis and a resource roadmap that can be utilized by various City departments and other regional stakeholders to plan and implement the ambitious approach to develop mixed-income, mixed-use housing near transit hubs, and high-quality public amenities. Great cities have great downtowns, and Stantec wants to help Fresno realize its plans for a vibrant, livable, and resilient downtown.

We have assembled a team of geologists, engineers, planners, scientists, and other specialists covering the full spectrum of environmental assessment, remediation, and reuse needs. We are experienced in managing various environmental media from soil and groundwater to soil vapor, indoor air, and building materials like asbestos and lead paint on a range of brownfield sites. Our areas of technical environmental and EPA Brownfield Grant specialty and proficiency relevant to Fresno's CWA Grant Implementation include but are not limited to:

Relevant Project Experience

Our experience and capabilities in providing the services requested by the City is further demonstrated in the project descriptions below.



City of Fresno Brownfield Program Development (Coalition Assessment Grant and RLF Grant Implementation)

Stantec Role: Qualified Environmental Professional

In 2018-19, Stantec helped the City of Fresno prepare a successful application for a \$600,000 EPA Brownfields Coalition Assessment Grant. Stantec guided the City in developing strategies to form a coalition to pursue the funding, selecting a target area, and identifying priority brownfields sites to feature in the application. Graeme Taylor served as the Project Manager and David Holmes has been serving as Technical Leader for this program. We advised focusing on a target area encompassing downtown Fresno, Chinatown, and southwest Fresno to build on momentum from the City's Transformative Climate Communities Grant supporting new affordable housing, trails, and other green infrastructure projects.

Since that initial brownfield funding, Stantec assisted the City in completing additional initial steps in creating a brownfield program, including helping the City to apply for and implement an \$800,000 EPA Brownfields RLF Grant awarded in 2020.

Using the Coalition Assessment Grant and the complementary RLF Grant, Stantec and the City have

conducted environmental assessments on five properties totaling 19 parcels (so far) and cleanup activities on two properties. Deliverables completed to date have included one Quality Assurance Project Plan (QAPP), five Sampling and Analysis Plan (SAP)s, three Phase I Environmental Site Assessment (ESA)s, four Phase II ESAs, two Analysis of Brownfield Cleanup Alternatives (ABCA)s, and two National Historic Preservation Act (NHPA) Section 106 studies/reports. In addition, Stantec assisted with the development of a City-wide brownfields inventory tool focused on potential housing development sites, a complementary inventory tool that incorporated information (and georeferenced images) from eight sets of Sanborn fire insurance maps covering the City, redevelopment studies for two priority redevelopment areas, and a "resource roadmap." In addition, Stantec assisted two of the project partners (Fresno Metropolitan Ministry and Every Neighborhood Partnership) in preparing separate applications for two additional EPA grants totaling \$575,000 in funding.



City of Fresno - Florence Avenue Project

Stantec Role: Qualified Environmental Professional

In 2024, the City of Fresno hired Stantec to conduct an evaluation of offsite soil vapor at the Florence Avenue Site (formerly known as Hyde Park). Graeme Taylor served as the Project Manager for this program. The Florence Avenue Site (a former landfill for municipal, commercial, and industrial waste that operated from 1937 until 1968) is currently a City-owned park surrounded by residential and other properties in Southwest Fresno. Parcels adjacent to and near the Florence Avenue Site are being proposed for residential development. Previous environmental investigations on the site evaluated the landfill cap and reported elevated concentrations of volatile organic compounds (VOC)s in soil gas presumed to be associated with materials disposed of at the landfill. Stantec conducted an extensive review of historical information and environmental data to develop an investigation approach, as well as to support the City in a strategy for positioning the site for possible California Department of Toxic Substance Control (DTSC) and EPA funding. The objective of the investigation was to collect soil vapor data from locations surrounding the former landfill to evaluate the potential for lateral migration of VOCs in soil vapor to nearby residences and future development parcels. Stantec collected soil gas data and determined that concentrations of VOCs did not exceed applicable screening levels and offsite migration of contaminants was minimal and manageable for future developments. A recommendation was made to evaluate soil gas for reasonable variability to be in compliance with DTSC guidelines. Stantec helped the City of Fresno to navigate a complex investigation to help evaluate liability and to enable the City to make informed decisions to continue managing the park and surrounding developments to ensure current and future residents are protected. Stantec noted deficiencies in the previous studies and the possibility that the landfill was not the sole source (or even the primary source) for the VOCs found in soil vapor – a concern that was validated by Stantec’s investigation activities.



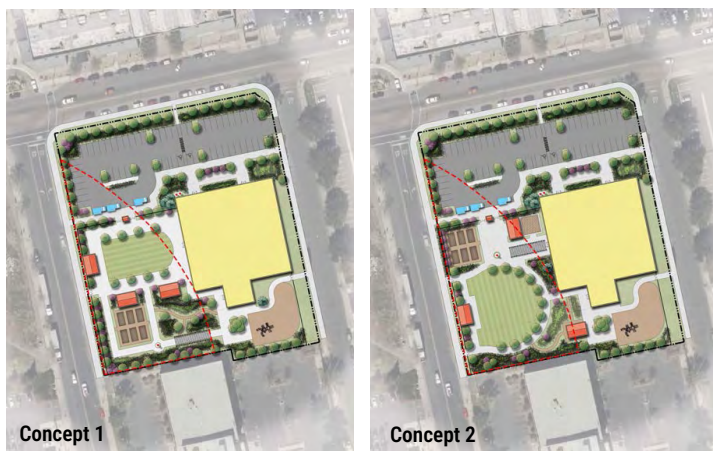
City of Bakersfield, EPA Brownfields Grant Writing and Implementation Services

Stantec Role: Grant Writer, Qualified Environmental Professional for multiple EPA Brownfield Grant Projects

Stantec began working with the City of Bakersfield in 2017 to develop a robust and impactful brownfields program. Stantec prepared a successful application for a \$300,000 EPA Brownfields CWA Grant awarded in 2017 and then helped the City implement a successful program by completing the following major elements:

1. A comprehensive GIS-based brownfield inventory and prioritization tool for four target areas;
2. A brownfield public outreach and education program; and
3. Eight Phase I ESAs, six Phase II ESAs, two remedial action plans, and an area-wide revitalization plan.

Subsequently, in 2022 Stantec assisted the City with a successful application for a \$500,000 EPA Brownfield CWA Grant being used to support redevelopment of brownfields in three disadvantaged neighborhoods. Graeme Taylor served as the Project Manager for this project. The Stantec team is currently implementing this brownfield grant-funded project and is helping the City Bakersfield develop a brownfield program that can attract additional investment and redevelopment opportunities into South Bakersfield along the old Highway 99 corridor.



City of Stockton Brownfields Coalition Assessment Grant Implementation

Stantec Role: Grant Writer and Qualified Environmental Professional

Stantec assisted the City of Stockton in securing a \$600,000 FY 2018 EPA Brownfields Coalition Assessment Grant and was subsequently retained to assist the City in implementing the grant. Neil Doran served as the Project Manager and David Holmes served as Technical Lead for this program. The focus of the grant was a set of priority brownfield sites owned by the successor agency to the City's redevelopment agency, most of which were located within the historic south shore waterfront and downtown areas. Stantec provided Phase I/II site assessment activities to accurately define environmental challenges associated with these legacy sites. Additional planning activities included an infrastructure analysis of the downtown and south shore areas; a north-shore area-wide plan; and a site-specific reuse plan focused on expanding a children's museum in the south shore neighborhood.

Site assessment activities further focused on the South Pointe site, a 9-acre vacant property beside the San Joaquin River with over a century of industrial use. Identified as a catalyst for south shore redevelopment—especially for mixed commercial and affordable teacher housing—the site underwent multiple assessments and an ABCA. The City then secured a \$5.2 million state Equitable Community Revitalization Grant (ECRG) cleanup grant, with Stantec managing the implementation. The grant has funded further investigations per DTSC requirements and an approved Remedial Action Plan. Remediation is expected to start in late 2025, paving the way for redevelopment.

City of Los Angeles Brownfields Program Support Services

Stantec Role: Grant Writer, Strategy Consultation, and other services in support of the City of Los Angeles Brownfield Program

In 2017, Stantec was awarded a multi-year contract by LA Sanitation and Environment (LASAN) to support the City of Los Angeles Brownfields Program. David Holmes served as the Grant Writer and Technical Lead for this program. Our services include technical consultation, grant writing, project delivery services, and promotional material development. We work with LASAN as well as various City departments, including Recreation and Parks, Housing and Community Investment, Economic and Workforce Development, Water and Power, and the Mayor's and City Council offices. Since our contract began, we have helped the City secure five EPA Brownfields Grants totaling \$4 million in funding (2019-2025). Since 2019, Stantec has also served as one of five consultants retained by the City to perform assessment and reuse planning activities funded by EPA Brownfields Grants and other funding sources. Through this contract, we have been retained to assist with implementation of the second largest (\$6.7 million) DTSC Equitable Community Revitalization Grant (ECRG) awarded to date. We were recently notified of our selection for a new 5-year on-call contract to begin in 2025.



Prosper Portland - EPA Brownfield Cleanup Grant | USPS P&DC Facility

Stantec role: Grant Writer and Qualified Environmental Professional

In 2015, Stantec was retained by Prosper Portland to manage environmental due diligence for its purchase of the 13-acre former US Postal Service Processing & Distribution (P&DC) facility in Portland’s Pearl District. Stantec’s project team, led by Project Manager Graeme Taylor, executed a scope of that included: 1) Review of all existing environmental reports; 2) Analyze potential Portland Harbor Superfund Site liabilities; 3) Develop detailed remediation cost estimates; and 4) Support Prospective Purchaser Agreement (PPA) negotiations with the DEQ, including the preparation of a detailed Master Remedial Action Plan that was incorporated into the PPA.

Our Stantec team will utilize the brownfield program to progress a multitude of projects in Fresno aimed at revitalization of the downtown core. We are uniquely positioned and experienced to assist the City with this once in a lifetime opportunity.

Supported by our due diligence, Prosper Portland acquired the property in 2017 for \$87M. Stantec helped Prosper Portland secure funding for cleanup in 2018, including \$25K from Business Oregon used to retain Stantec to complete an Analysis of Brownfield Cleanup Alternatives (ABCA), and a \$600K EPA Brownfield Cleanup Grant. In 2020, Stantec managed the cleanup scope including abandoning monitoring wells, demolishing a former auto shop, and excavating soil “hot spots” associated with a former manufactured gas plant to meet remedial action objectives of the 2010 DEQ Record of Decision. In 2021, we oversaw interim remedial actions including: 1) decommissioning a 10,000-gallon underground storage tank; 2) soil removal; and 3) exploration for abandoned utilities acting as preferential migration pathways for site contaminants. From 2023-2024 the P&DC facility was demolished during which Stantec assisted Prosper Portland with environmental compliance tasks. In 2024, Stantec conducted a Phase II ESA beneath the former P&DC building. Stantec has helped Prosper Portland navigate a complex regulatory

environment involving EPA, DEQ, the State Historic Preservation Office, City of Portland, and other agencies. Our work has helped Prosper Portland secure three DEQ No Further Actions and helped to position the property for reuse with affordable housing and other equitable development opportunities for Portland residents.

Community Engagement

For each EPA Brownfields Grant project where the Stantec team has served as QEP, we assist communities with developing and implementing effective community engagement programs. We conduct outreach to communities about Brownfield Programs, present information to municipal agencies and advisory committees, plan and host public meetings and one-on-one communications with property owners and developers to facilitate property transaction, cleanup, and redevelopment plans. We have prepared holistic Community Involvement Plans (CIPs) for EPA Brownfield Grant projects across California and the US. Our site-specific CIPs provide a roadmap of actions and tools for sharing project background and environmental information with the community, and how the community capacity can be established to provide project input.

We have experience approaching brownfield-related engagement from multiple directions: 1) broad community engagement to promote awareness of the funding source and purpose and market the program to potential beneficiaries; 2) engaging with property owners, prospective purchasers, and developers to explain the program benefits and encourage participation for specific projects; and 3) explaining complex scientific information in plain language that conveys useful perspective on site redevelopment options. The project descriptions below demonstrate our experience and capabilities with community engagement.

Additional areas of expertise relevant to the City of Fresno’s CWA Grant

We know the City’s priorities and plans. Stantec’s Historical Architecture team has been working with the City to help evaluate a potential historic district in Chinatown. Stantec’s Community Development Team and their staff of engineers has helped develop plans for infrastructure improvements on H Street, and Stantec’s planning and economic evaluation team has helped Fresno develop a Public Infrastructure Plan that establishes an approach to work with community members, leverage other funds, and allocate money from the California Governor’s office (Go-Biz) to design and build new infrastructure in Downtown Fresno that will set the stage for significant redevelopment projects focused on housing and economic development.

D. Methodology and Project Approach

Our Approach

Project Management

Stantec, if selected as the Qualified Environmental Professional (QEP), will perform all services offered in our proposal. We confirm that no external subconsultants are required for this project. Stantec will be the sole point of contact regarding contractual matters, including payment of all charges to the subcontractors resulting from the contract.

Below we outline our anticipated approach and methodology. We are flexible and collaborative in our approach and from the City's experience, you can count on the team's dedication and commitment to excellent client services.

Planning, Organization, and Management

At the start of the project, Stantec will join the City in a kickoff meeting to review project goals, timelines, and roles. As we have already been working with the City to implement EPA Brownfields CWA and RLF Grant funding, we anticipate this will be an efficient meeting where together we evaluate successes to date and any desired process adjustments. During the kickoff we will discuss the project schedule and milestones for evaluating progress accomplishments. We suggest expanding our currently scheduled bi-weekly calls with the City for the RLF Grants to include coordination of project activities for the CWA Grant.

Graeme Taylor will serve as the Stantec Project Manager and primary contact with the City. As project tasks arise, Graeme will identify the best-qualified, most cost-effective staff member(s) to conduct the work based on the services requested. He will coordinate with staff to prepare a brief written scope of work including a schedule, cost estimate, and description of deliverables. Once the task order is authorized by the City and Stantec, Graeme will confirm that staff implementing the work understand the scope, goals, budget, schedule, and deliverables, and project work will begin.

Our team is one you know and trust. Our approach and methodology will help Fresno to continue to build its brownfield program and provide more opportunities to redevelop and revitalize the downtown core.

Proposed Methodology

Stantec has developed one of the nation's most comprehensive Brownfields Services Programs. Our expertise has been earned through our extensive experience in providing EPA Brownfield Grant services for site assessment, cleanup planning, and program management assistance for local governments throughout US. We have assisted more than 500 local governments and agencies with the full range of comprehensive Brownfields consulting services. Stantec has been successful in helping our municipal client to utilize CWA funding and Stantec's relationships with developers and lending institutions to jump-start redevelopment at brownfield sites across the State and country. We will utilize this experience to implement Fresno's CWA with efficiency and expertise as described below. The following tasks would be implemented over the life of the program, expected to be from October 2025 to December 2028.

Based on our experience, the following activities may be completed:

- Completion of updates and improvements to the City's existing GIS brownfields inventory tool.
- Assistance with meaningful community engagement and outreach activities.
- Comprehensive programmatic support services.
- Completion of Phase I ESAs.
- Completion of an EPA-approved generic QAPP.
- Completion of site-specific SAPs.
- Completion of Phase II ESAs.
- Completion of other types of assessments (asbestos containing materials [ACMs], lead-based paint [LBP], vapor intrusion, wetlands, etc.).
- Completion of ABCAs and/or Brownfield Reuse Plans.
- DTSC Voluntary Cleanup Program-related assistance.
- Property Identification and Inventory.

Site Characterization & Assessment Activities

Stantec has the staff and expertise to complete all the eligible environmental assessments under the City's EPA Brownfields Community-Wide Assessment project, including Phase I and II ESAs, ACM and LBP surveys, vapor intrusion, endangered species surveys, cultural and natural resource assessments, wetlands delineations, and many more. In addition, Stantec maintains relationships with subcontractors who can respond when needed to address scheduling or specialty assessment needs.

Phase I ESAs

Phase I ESAs will be completed to meet due diligence requirements and identify any recognized environmental conditions on properties. The limited shelf life of Phase I ESAs will be considered when developing the overall site strategy, particularly if the property will change ownership in the near future. All Phase I ESAs conducted by Stantec will meet EPA's standard for All Appropriate Inquiries (AAI) and will utilize the practices in ASTM standard E1527-21 (or any subsequent revisions during the project period, as necessary) "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," and EPA's AAI Final Rule. The City will complete and sign the "All Appropriate Inquiries Rule: Reporting Requirements Checklist for Assessment Grant Recipients", (Publication Number: EPA 560-R-11-030), for each Phase I ESA conducted with Brownfields CWA grant funds. Site specific information will be entered into the Assessment, Cleanup, and Redevelopment Exchange System (ACRES) to facilitate the completion of the AAI and property profile forms.

Deliverables: ASTM-compliant Phase I ESA reports

Site Eligibility

Stantec will assist the City with completion of the required EPA Region 9 Site Eligibility Determination Forms for submittal to the EPA Project Officer for approval prior to initiating any grant-funded site assessment and/or reuse/cleanup planning activities. For sites where petroleum is the primary contaminant of concern (or where there are distinct site areas – such as former petroleum underground storage tanks – where petroleum is the primary concern), a petroleum site eligibility determination may be required for submittal to and approval by DTSC. Stantec's team has exceptional expertise related to the finer details of EPA's site eligibility rules and gaining eligibility approval for certain high priority brownfield sites.

Deliverables: Nomination forms, CERCLA liability defense memos (as necessary), and eligibility determination checklists

QAPPs and SAPs

Stantec will efficiently update our QAPP developed for use on the City's FY2019 Coalition Assessment Grant for use on this project. We will update the QAPP at the beginning of the project so that review and approval by EPA can be completed as early as possible in the project period (as QAPP approval is required prior to performance of any Phase II ESAs or use of grant funds for any other data collection activities). As sites are identified for Phase II ESAs, site specific SAPs will be developed and submitted for approval by the EPA and DTSC, as necessary.

Deliverables: Site specific SAP/QAPPs

Health & Safety Plans

An OSHA-compliant Health and Safety Plan (HASP) will be prepared for each site where a Phase II ESA or other field activities are performed where Stantec staff could be exposed to contaminants or other physical hazards. A copy of each HASP will be saved in the project file.

Deliverables: Site specific health and safety plans

Phase II ESAs

For sites with confirmed eligibility, Phase II ESA activities will proceed upon final approval by EPA of the site specific SAP/QAPPs. Phase II ESAs are designed to confirm the presence or absence of suspected environmental impacts at a site, as well as the general extent and magnitude of the impacts. Phase II ESAs will be completed in accordance with ASTM E1903 - 19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process, EPA Brownfields Program Standards and EPA Brownfields Assessment Grant Terms and Conditions.

Deliverables: Site specific Phase II ESA reports and preliminary endangerment assessments

Other Environmental Assessments

ACM and LBP surveys are commonly completed at brownfields sites that contain buildings that will be demolished or renovated as part of site reuse. Additional assessments, such as vapor intrusion, wetlands surveys and boundary and topographical surveys, can also be completed, as needed.

Deliverables: Regulated Building Materials (RBM) surveys, vapor intrusion studies, wetland delineation reports, land use studies, and other reports

Community Outreach and Engagement Assistance

Stantec will assist the City, as requested, to develop community engagement and outreach activities. We are experienced in all types of engagement activities commonly utilized for brownfield grant projects, from preparing presentations, news releases, factsheets, to designing project websites and GIS ArcGIS StoryMaps. We have a sophisticated understanding of brownfield

challenges, direct and indirect costs and benefits, and how to effectively communicate project successes to maximize support for the program from the public and elected officials, developer interest, and other desired outcomes linked to the City's Brownfields Program.

Deliverables: Factsheets, brochures, community surveys, and presentations

Cleanup Planning

For cleanup planning, Stantec will follow EPA guidance to develop ABCAs for priority sites requiring cleanup and for which the ABCAs can serve a strategic purpose (such as positioning the site for an application for an EPA Cleanup Grant or for an RLF loan or subgrant). Stantec will prepare an evaluation/analysis of reasonable cleanup alternatives and consider at least three alternatives. The alternatives will be evaluated in terms of effectiveness, ease of implementation, and cost. We will develop these remedial alternatives consistent with the proposed end-uses of the site to minimize risk to human health and to cost effectively support redevelopment activities.

Deliverables: ABCAs and other remedial plans

Cleanup and Redevelopment Planning

As was demonstrated in our projects focused on Chinatown as part of the FY2019 coalition assessment grant, Stantec has expertise in utilizing EPA grants to perform an array of redevelopment planning activities in support of brownfields redevelopment. This includes area-wide planning or reuse/remedial planning for individual sites. Stantec has a team of planners, economists and experts in redevelopment and finance that will develop market studies, proforma analyses, and other evaluations needed to advance the economic feasibility for redevelopment of priority brownfield sites. Planning charrettes and community visioning will be conducted to create a comprehensive redevelopment plan that creates opportunities for both residents and developers and is consistent with City led initiatives. This work ensures that redevelopment is favorable to all stakeholders. In addition, within our team's extensive network of developers are those with proven track records in brownfields redevelopment with an array of successful and suitable end-uses. As part of redevelopment planning efforts, Stantec will continue to match sites with potential developers, at the City's request, to facilitate redevelopment.

Deliverables: Redevelopment concepts, proforma analyses, and area-wide plans

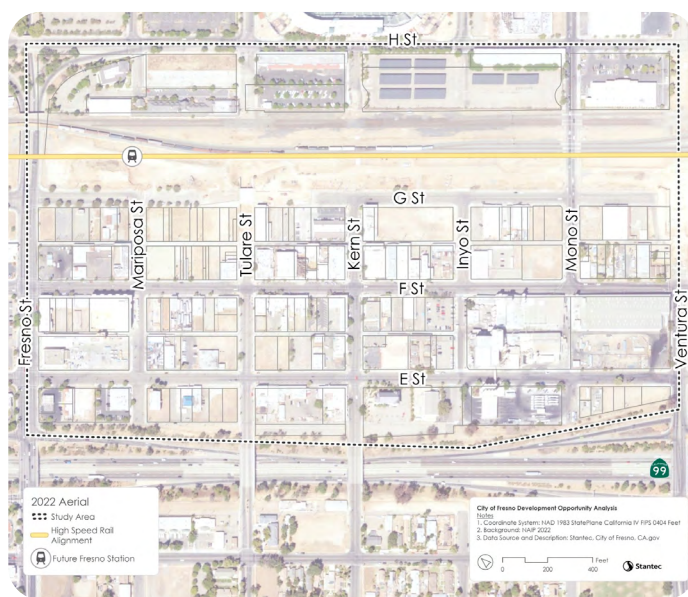
Programmatic Support

As we have done for our previous EPA Brownfield grant projects for the City, we will provide support as needed and requested for EPA monthly, quarterly, and final reports. Stantec will also complete updates for the project and individual sites in the EPA Assessment, Cleanup, and Redevelopment Exchange System (ACRES) and participate in project coordination meetings with City staff and EPA.

Deliverables: Quarterly progress reporting, annual financial reporting, and other documentation to maintain EPA compliance

List of Proposed Key Personnel to Perform Tasks

We have assembled a well-rounded team to provide the City with EPA Brownfield Grant services. Key staff were chosen based on their familiarity with the EPA Brownfield Grant Program, experience working with the City of Fresno and in California's Central Valley, and with other local agencies as well as their availability to commit to your project. Efficient coordination within our proposed team is facilitated by long-standing relationships between our team members as they have worked together on several projects in a similar capacity. Moreover, we provide a strong leadership structure to support an efficient and cohesive project.



Stantec's map showing the study area for the Chinatown Opportunity Analysis produced as part of the FY2019 Coalition Assessment Grant

E. Representative Resumes

An Experienced and Passionate Team

Our core team is led by Graeme Taylor and David Holmes. Graeme and David bring over 50 years of experience in environmental assessment and cleanup projects with a specialty in brownfield revitalization. Graeme currently serves as Project Manager for the City of Fresno’s brownfield program and has managed other EPA Brownfield Grants for cities, municipalities, councils of government, tribes, and school districts in EPA Regions 9 and 10.

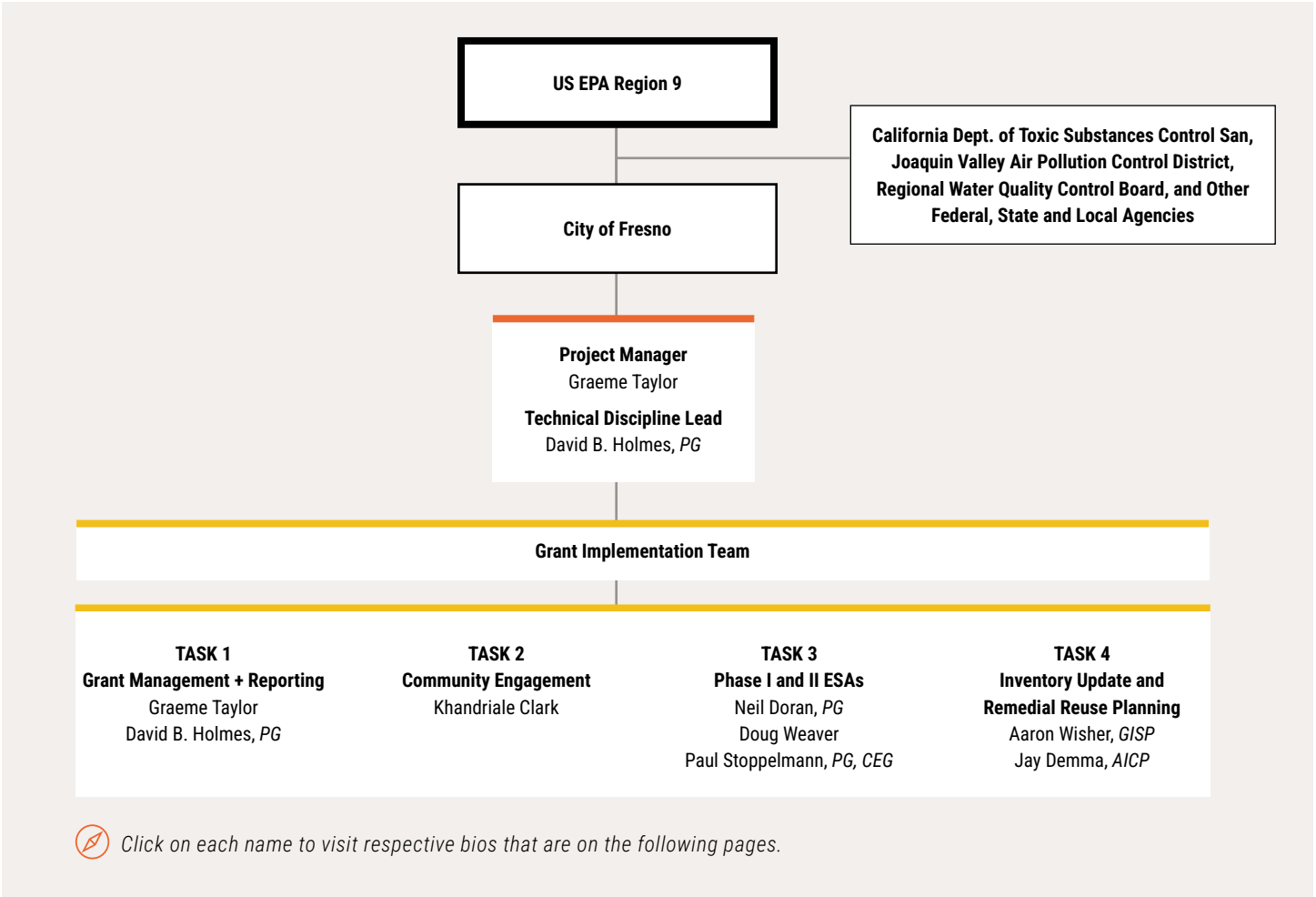
We have included many of the same personnel the City has worked with on recent brownfield grant projects. Our team can build upon past knowledge and experience to continue developing the brownfield program that has already helped the City create value for the community and its residents. Working with the same team delivers significant benefits and results, including seamless continuity, enhanced efficiency, and a deeper understanding of the City’s unique needs and goals. This consistency ensures that we can leverage established relationships and proven strategies to achieve even greater success in future projects.

As project manager, Graeme will manage the scope, schedule, and budget and serve as the main point of contact with the City. David Holmes is Stantec’s National Technical Lead for Brownfields and our team’s Brownfield Grant Specialist.

Together Graeme and David will manage this CWA grant implementation and work closely with the City to utilize the CWA grant in concert with other brownfield projects in Fresno as well as larger revitalization efforts across the City.

Subcontractors

We will utilize the services of select subcontractors to implement the CWA Grant. These subcontractors will include environmental drillers, private utility locaters, and analytical laboratories to analyze soil, water, and air samples. These subcontractors have not yet been selected for this project as Stantec will obtain competitive bids from qualified contractors based on the specific project and services required during project implementation. A roster of qualified subcontractors that Stantec works with regularly in California can be provided upon request.





Graeme Taylor

B.Sc., Hydrological Science

Role: Project Manager

21 years of experience

7 years at Stantec

Project Role: Graeme will manage the project scope, schedule, and budget and will be the primary point of contact with the City of Fresno.

Benefits to the City of Fresno

- Currently working with Fresno to develop a sustainable brownfield program
- Experience managing the City of Fresno’s Coalition Assessment Grant and RLF Grant
- Principal environmental scientist and project manager with 21 years of relevant experience
- Technical leader in environmental site assessment and cleanup and subject matter expert in sediment assessment and cleanup projects

Selected Relevant Experience

City of Fresno EPA Brownfields Coalition Assessment Grant and RLF Grant Implementation | Fresno, CA |

Graeme is the current Project Manager for the City of Fresno’s brownfield program. Graeme has deep roots in the Fresno area and is passionate about revitalization of Fresno’s downtown core. He wants to support the City in their mission to continue restoring vibrancy to its downtown.

City of Bakersfield EPA Brownfields Grant Management and Implementation | Bakersfield, CA |

Graeme is the current Project Manager for Bakersfield’s brownfield program focused on catalytic development in downtown Bakersfield associated with the planned high speed rail station.

EPA Brownfields Grant Management and Implementation |

Oregon Cascades West Council of Governments Newport/ Toledo, OR Graeme was the Project Manager for the Yaquina Bay Brownfield Initiative program.

Riverfront Redevelopment Property | City of Troutdale |
Troutdale, OR | Graeme worked with the City of Troutdale, Oregon as the Client Manager and Project Manager.

Environmental Services On-Call Contract | Prosper Portland |
Portland, OR | Graeme has been working with the City of Portland Urban Renewal Agency.



David B. Holmes

PG

Role: Technical Discipline Lead

39 years of experience

16 years at Stantec

Project Role: David will apply his leadership in managing complex brownfield projects. He will provide high-level strategic insight and review technical documents to advise the City Fresno on program management.

Benefits to the City of Fresno

- Experience collaborating with Fresno since 2018
- Stantec’s National Technical Lead for Brownfields
- Exceptional experience securing state and federal grants to support brownfield redevelopment
- 39 years of experience

Selected Relevant Experience

EPA Brownfields Grant Writing and Implementation | City of Fresno | David was the lead writer for successful applications submitted by the City of Fresno in 2018 and 2019 for EPA Brownfields CWA Coalition and RLF Grants totaling \$1.4 million. David assisted with management of environmental, planning, and other consulting services performed by Stantec as part of implementation of both grants, which are focused on brownfields within distressed and disadvantaged neighborhoods in Southwest Fresno. To date, funding has been used to perform Phase I ESA, Phase II ESAs, and/or remedial planning activities at five sites totaling 19 parcels.

EPA Brownfields Grant Application Assistance | Various Clients | Grant Writer | Since 2005, David has assisted clients throughout the US in preparing successful applications for more than 124 grants from the EPA Brownfields Grant Programs totaling over \$52.4 million in funding. His experience through the FY2025 Grant Competition includes assisting with successful applications for 5 Area-Wide Planning (AWP) Grants, 26 Cleanup Grants, 88 Community-Wide or Coalition Assessment Grants, and 5 RLFs or supplemental RLF grants. David was the primary or co-author of at least 79 of these applications, and a technical reviewer or key strategy consultant for the remaining applications.



Neil Doran

PG

Task 3: Site Assessment Lead

28 years of experience

24 years at Stantec

Project Role: Neil will review investigation reports for projects requesting RLF assistance, evaluating data gaps, recommendations, and options for additional investigation and progression to the cleanup phase.

Benefits to the City of Fresno

- 300+ Phase I and Phase II ESAs performed under Neil's direct supervision
- Experience in Fresno
- Numerous brownfield grant projects in California
- Extensive site assessment, investigation, and remediation experience

Selected Relevant Experience

Sacramento Railyards Project | Sacramento, CA | Task Manager | Neil served as task manager and a key member of an interdisciplinary Stantec team supporting redevelopment of the Sacramento Railyards urban infill development project. Occupying 240 acres in the Central Business District of California's capital city, the Sacramento Railyards is considered the largest infill brownfield development in the country.

EPA Brownfields Grant Management | City of Richmond | Richmond, CA | Project Manager | Neil managed implementation of a \$400,000 EPA Brownfield Grant

EPA Brownfields Grant Management | City of Lodi | Lodi, CA | Project Manager | Neil manages implementation of a \$400,000 EPA Brownfield Grant

EPA Brownfields Grant Management | Sonoma County Community Development Commission | Santa Rosa, CA | Project Manager | Neil manages implementation of a \$392,000 EPA Brownfield Grant

Regional Utility Provider Substation | California Department of Toxic Substances Control | Fresno, CA | Project Manager | Neil managed the assessment and remediation at a former utility provider substation in Fresno, California.

EPA Brownfields Grant Management | City of Bakersfield | Bakersfield, CA | Project Manager | Neil managed implementation of a \$300,000 EPA Brownfields Grant for the City of Bakersfield, California.



Doug Weaver

Task 3: Regulated Building Materials Lead

24 years of experience

1 year at Stantec

Project Role: Doug will work closely with the Task 3 personnel and the City to oversee Phase I and Phase II ESAs and RBM Surveys.

Benefits to the City of Fresno

- Experience managing asbestos, lead, and mold projects, including large-scale facility surveys and abatement and demolition work.
- Knowledgeable and experienced conducting Phase I and II Environmental Site Assessments and assisted in soil and groundwater remediation projects.

Selected Relevant Experience

RBM Lead | City of Fresno | Fresno, CA

Town of Tarboro Abatement Design and Asbestos Consultant | Tarboro, NC

Roosevelt Hall Asbestos and Lead-Based Paint | Fort Lesley McNair, Washington, DC



Paul Stoppelmann

PG, CEG

Task 3: Local Site Assessment Lead

35 years of experience

4 years at Stantec

Project Role: Paul will lead a group of local field geologists in Fresno who can support field investigations quickly and efficiently.

Benefits to the City of Fresno

- Paul lives and works in the City of Fresno and is an experienced geologist focused on site investigation and cleanup.
- An integral team member on recent Fresno projects with Graeme.
- Leads field geologists in Fresno who can support field investigations quickly and efficiently.

Selected Relevant Experience

Phase I Environmental Site Assessments - over 200 assessments | Various Clients in California* | Project Geologist

Phase I and II ESAs at an Industrial Property | Firebaugh, CA | Project Manager

UST Investigation and Closure* | Confidential Client | Project Manager

*Projects completed at prior firm



Aaron Wisner

GISP

Task 4: GIS Inventory Updates Lead

29 years of experience
6 years at Stantec

Project Role: Aaron will design and assemble site-specific inventories, providing vital information to help make informed future decisions best suited to your community.

Benefits to the City of Fresno

- 29 years of experience in brownfield inventories
- Skilled in GIS and field investigations, using various data sources for detailed reports and maps.
- Proficiency in diverse ecosystems, leading fieldwork, and reviewing geological studies.

Selected Relevant Experience

EPA Brownfields Community-Wide Assessment, Revolving Loan Fund, Coalition Assessment Grant Implementation Services | City of Fresno, CA

EPA Brownfields Community-Wide Assessment, Grant Implementation Services | City of Bakersfield, CA

EPA Brownfields Assessment & Multipurpose Grant Implementation Project | Cañon City, CO

EPA Brownfields Cleanup Grant Implementation Services | City of Spokane | Spokane, WA

EPA Brownfields Community-Wide Assessment (CWA) Grant Implementation Services | EPA | Longmont, CO

EPA Brownfields Community-Wide Assessment (CWA) Grant Implementation Services | EPA | Fremont County, CO



Jay Demma

AICP

Task 4: Remedial Reuse Planning Lead

29 years of experience
10 years at Stantec

Project Role: Jay will collaborate closely with the Fresno and our team to focus on opportunities for the redevelopment and repurposing of contaminated and/or underutilized sites.

Benefits to the City of Fresno

- Economic analysis specialization with 29 years of land use planning experience.
- Co-leads North American Development Economics team at Stantec, providing insights on urban/ brownfield redevelopment, housing, and commercial/ mixed-use.
- Experienced presenter on demographics, economics, and land use change.

Selected Relevant Experience

EPA Funded Brownfields Planning Grant | Southwest Fresno Development Opportunity Analysis, Fresno, CA

EPA Funded Brownfields Planning Grant | Sunset Theater Redevelopment Analysis | Lodi, CA

EPA Funded Brownfields Planning Grant | Old Town Kern/ Niles/ Monterey Development Opportunity Analysis | Bakersfield, CA



Khandriale Clark

Task 2: Community Outreach Lead

7 years of experience
6 years at Stantec

Project Role: Khandriale will provide support to the City's community engagement activities by developing effective tools to promote the brownfields program.

Benefits to the City of Fresno

- Recent experience supporting the City of Fresno's Brownfields funding efforts and over six years of experience planning, facilitating, and presenting at a range of stakeholder and community engagement efforts in California.

Selected Relevant Experience

Brownfields Resource Roadmap | City of Fresno | Associate Facilitator

Tracy Subbasin SGMA Public Outreach Support | San Joaquin County, CA | Associate Facilitator

Safe + Affordable Funding for Equity and Resilience Program (SAFER) | California State Water Resources Control | Allensworth Community Services District Administrator Lead



Stantec's team in the community | Fresno, CA

F. Cost Proposal

Stantec will work closely with Fresno to manage the CWA Brownfields Grant Program in an efficient and streamlined manner by appointing Graeme Taylor as the single point of contact. Because the scale and scope of projects that will be completed within the CWA Grant Program is unknown, it is not possible to provide a detailed budget for all anticipated projects that may occur. Therefore, to develop a lump sum cost estimate to support CWA Grant implementation, Stantec assumes the following based on the City’s RFQ:

- Stantec will support up to twelve (12) Phase I ESAs, up to five (5) Phase II ESAs and up to four (4) remediation plans / reuse plans at an average level of complexity
- Stantec will develop or enhance several reuse planning tools including up to two (2) market feasibility studies and the brownfield inventory
- Stantec’s average billing rate based on an anticipated staff mix is \$185 per hour across our mix of qualified staff listed below.

Therefore, Stantec proposes to support the City with the following primary tasks over the estimated 169-week period of performance (October 1, 2025, through December 31, 2028):

Task	Estimated Task Labor Hours	Labor Budget (including annual rate escalation)	Subcontractors and Expenses Budget	Extended Cost
1 Grant Management and Reporting	68	\$14,000	\$0	\$14,000
2 Community Engagement	58	\$11,000	\$0	\$11,000
3 Phase I/II Environmental Site Assessments	994	\$181,755	\$98,245	\$280,000
4 Inventory Updates and Remedial/Reuse Planning	443	\$82,515	\$0	\$82,515
Total	1,563	\$289,270	\$98,245	\$387,515

If budget adjustments are needed because of changes in scope, Stantec will negotiate a change order with the City and will obtain written authorization before proceeding.

The core Stantec team’s hourly staff rates are provided below for 2025 from Stantec’s lowest standard billing levels. Rates are subject to an annual increase. Additional Stantec staff may work on the project based on services required and staff availability.

Staff Name	Role	Rate/Hr	Estimated Hours
Levi Piper	Project Controls	\$139	24
Iris Levitis	Administrative Support	\$146	35
Mac McCloy	Reuse Planning Support	\$146	90
Khandriale Clark	Community Engagement Lead	\$163	21
Nolan Whitt	Staff Geologist/Phase 1 ESA Support	\$146	140
Katie Doroski	Project Chemist	\$146	95
Kristin Baldonado	Market Feasibility Support	\$163	90
Doug Weaver	Regulated Building Materials Lead	\$172	25

Staff Name	Role	Rate/Hr	Estimated Hours
Miguel Cisneros Jr	Staff Geologist	\$172	300
Jamie Hoffman	Phase I ESA Subject Matter Expert	\$176	100
Sarah Von Raesfeld	Project Lead Chemist	\$189	50
Kristin Stout	Phase I ESA Support	\$189	68
Tom Leighton	Market Feasibility Support	\$189	20
Jay Demma	Market Feasibility Lead	\$189	40
Aaron Wisher	GIS/Inventory Lead	\$189	70
Rhonda Bell	Reuse Planning Support	\$200	10
Carrie Rackey	Brownfield Resource Coordinator and Community Engagement Support	\$200	10
David Holmes	Technical Discipline Lead	\$200	88
Paul Stoppelman	Local Site Assessment Lead	\$200	25
Graeme Taylor	Project Manager	\$200	242
Neil Doran	Site Assessment Lead	\$221	20

Other Expenses / Materials

Stantec’s standard mark-up on expenses, subconsultants, and subcontractors is 10% unless prescribed differently within a task order or other contract document. Mileage will be charged at the U.S. Internal Revenue Service standard mileage rate.



Fresno, CA

G. References

1

City of Bakersfield
Cecelia Griego, Principal Planner, Economic and Community Development Department
Email: CGriego@bakersfieldcity.us
City of Bakersfield EPA Brownfields Grant Management and Implementation
2017-Current (two separate EPA CWA Brownfield Grants)
\$700,000 (total estimated contract value)

2

City of Fresno
David Densley, Project Administrator, Planning and Development
Email: David.Densley@fresno.gov
Dalton Bennett, Project Administrator, Capital Projects Department
Email: Dalton.Bennett@fresno.gov
City of Fresno Brownfields Grant Management and Implementation
\$650,000 (total estimated contract value across multiple projects)

3

City of Los Angeles
Nuna Tersibashian, Compliance and Sustainability Unit Manager,
LASAN Citywide Brownfield Program
nuna.tersibashian@lacity.org, 213-485-3791
2017-2023, City of Los Angeles Brownfields Program Support Services, including grant
writing, strategy consultation, and other services.
\$1,000,000 (total estimated contract value across multiple projects)

4

Prosper Portland
Wendy Wilcox, Construction/Compliance Project Manager
Email: wilcoxw@ProsperPortland.us
On-Call Environmental Services
2010-current
\$1,000,000 (Contract Value from 2010 to current)

5

City of Richmond
Charice Duckworth, Community Development Project Manager
Email: charice_duckworth@ci.richmond.ca.us
City of Richmond Brownfields Grant Management and Implementation
2016-current
\$900,000 (Contract Value from 2016 to current)

6

City of Vallejo
Ivette Iraheta, Economic Development Program Manager
Email: ivette.iraheta@cityofvallejo.net
City of Vallejo Brownfields Grant Management and Implementation
2020-current
\$600,000

7

City of Stockton
Jordan Peterson, Deputy Director of Redevelopment
Email: jordan.peterson@stocktonca.gov
City of Stockton Brownfields Grant Management and Implementation
2016-current
\$750,000 (Contract Value from 2016 to current)

Appendix A: Legal Documents

Signed Legal Documents Include:

Acknowledged and Signed Addendum #1, dated July 22, 2025,

- a. Appendix B: Statement of Acceptance of the Indemnification and Insurance Requirements. We have also provided copies of our professional liability insurance and commercial general insurance naming the City of Fresno as insured.
- b. Appendix C: Local Preference Certification.
- c. Exhibit C: Conflict of Interest and Non-Solicitation.
- d. Appendix D: Levine Act Disclosure Statement.



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

Planning and Development Department
Jennifer Clark, AICP, Director

ADDENDUM NO. 1

REQUEST FOR QUALIFICATIONS FOR ENVIRONMENTAL CONSULTING SERVICES FOR A FISCAL YEAR 2025 U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS COMMUNITY-WIDE ASSESSMENT GRANT Bid File #12600036

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above-entitled specification for the City of Fresno which closes for bid on **August 8, 2025.**

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

PLANS AND/OR SPECIFICATIONS

The following changes below will be a part of and subject to provisions of the project plans and/or specifications.

The bidder is responsible for recognizing changes to the Bid Proposal as called for on this addendum and shall submit a signed copy of Addendum No. 1 with the Bid Proposal.

1. Responses to Submitted Written Bid Questions.

- **Question 1:** The RFP states it is looking for a Qualified Environmental Professional (QEP). Is the city looking specifically for a person with this professional certification?
 - **Response 1: To be considered for this RFQ, firms must hold appropriate certifications and demonstrate the expertise necessary to comply with all relevant federal and state regulations, and ASTM standards.**
- **Question 2:** Who is the nonprofit partner mentioned in task 2? May we contact them?
 - **Response 2: At this time, a local non-profit partner has not yet been selected for this grant. Therefore, applicants are asked to detail past experiences working with similar partner organizations, rather than reaching out to the current non-profit entity.**

- **Question 3:** Has the City been holding regular Brownfield Advisory Committee meetings? AI do not see records on the City's website?
 - **Response 3:** The 2019 Brownfields Coalition Assessment grant holds quarterly meetings with coalition members and the public. These meetings are publicized via the Brownfields website, stakeholder networks, mass emails, printed flyers, and social media platforms. For the current grant cycle, a Brownfields Advisory Committee (BAC) will be established in the fall and will adopt a similar meeting cadence. Firms are encouraged to highlight their relevant experience facilitating comparable public and stakeholder engagement meetings.
- **Question 4:** Can the City identify the 12 sites that it will request Phase I ESAs for?
 - **Response 4:** Yes, the following priority sites were identified within the grant application and continue to be developed by stakeholders in these communities:
 - **Former Gottschalk's Building (Downtown 830 Fulton St. APN 468-255-15)**
 - **St. Rest Church Site (Intersection of S. Elm Ave. and S. Rev. Chester Riggins Ave. APNs 478-183-08, 478-183-12, 478-183-13, 478-183-19)**
 - **Church and Elm Vacant Lot (Southwest corner of West Church Ave. and Elm Ave. APNs 479-020-39, 479-020-44)**
 - **Fresno Chinatown Commercial Core (Northwest corner Fresno St. and G. St.; Southeast corner E. Cesar Chavez Blvd and E. St.)**
- **Question 5:** Are the properties in question City-owned or are they owned by private parties? Both. For Task 3 (Phase I/II ESAs) will access agreements be in place for any required work that is not conducted on City-owned property?
 - **Response 5:** Both public and private sites are included. Access agreements will be required for non-City-owned properties.
- **Question 6:** For Task 2 (Community Engagement), please clarify the role and scope of the planned nonprofit partner. Will they lead the development of outreach materials and meeting facilitation, or is the consultant expected to take a primary role in planning and logistics for the Brownfield Advisory Committee meetings?
 - **Response 6:** The nonprofit will develop outreach materials and facilitate meetings. The consultant will assist with up to six BACs by presenting technical findings and the delivery of studies, plans, and analysis.
- **Question 7:** Please clarify what data will be provided to the selected consultant to support Task 4 (Inventory Updates and Remedial/Reuse Planning). Will the City provide existing parcel shapefiles with attributes such as ownership, vacancy status, land use classification, historical use (ie: Sanborn map overlays), and environmental records, or is the consultant expected to independently acquire some or all of these datasets?
 - **Response 7:** The City will provide the formatting and land use data. Consultants will focus on historical use and environmental records to enhance the inventory.
- **Question 8:** Will the City cover or reimburse costs associated with proprietary or subscription-based data sources (ie: CoStar, LoopNet, ParcelQuest, or environmental database subscriptions) that may be necessary for market feasibility studies or land

inventory updates? If not, should consultants include such data access costs in their proposals?

- **Response 8: Please include these costs within your proposal**
- **Question 9: For the market feasibility studies and the opportunity analysis (Task 4), will the City facilitate access to local developer input or recent broker analyses to inform assumptions, or is the consultant expected to independently solicit and gather this information?**
 - **Response 9: The City will facilitate access to local developer and broker insights through BAC and stakeholder meetings.**
- **Question 10: Can the City provide additional detail about the current GIS-based Brownfield Enhanced Inventory referenced in Task 4? Is this an ArcGIS Online platform managed internally, or will the selected consultant need to develop new GIS tools or dashboards from scratch? Will login credentials, access to editing tools, and schema documentation be provided?**
 - **Response 10: The Enhanced Inventory is managed internally using ArcGIS Online. Login credentials, editing access, and schema documentation will be provided to the selected consultant.**

City of Fresno



David Densley
Projects Administrator

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

Signed: _____

Company: Stantec Consulting Services Inc.

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

Addenda to date: 1
July 22, 2025
Bid File No. 12600036

Proposer's Name: Stantec Consulting Services Inc.
(Submit with Proposal)

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

**REQUEST FOR QUALIFICATIONS FOR CONSULTING SERVICES FOR A FISCAL YEAR
2025 U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS COMMUNITY-
WIDE ASSESSMENT GRANT**

BID FILE NO. 12600036

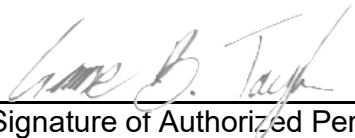
The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

☒ **ACCEPT**
☐ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:

Please note: We have provided copies of our insurance certificates on the following pages, naming the City of Fresno as insured.



Signature of Authorized Person

Graeme Taylor, Project Manager

Type or Print Name of Authorized Person

Proposer’s Name: Stantec Consulting Services Inc.
(Submit with Proposal)

CERTIFICATION FOR LOCAL PREFERENCE

**PROJECT NAME: REQUEST FOR QUALIFICATIONS FOR CONSULTING SERVICES FOR A
FISCAL YEAR 2025 U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS
COMMUNITY-WIDE ASSESSMENT GRANT**

BID FILE NO. 12600036

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

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

Location of Business

Address: 6780 N West Avenue, Suit 101
Fresno, CA - 93711-4305

Phone: (559) 271-2650

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

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

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