

Agenda Item: ID#18-1521 (3-B)

Date: 12/13/18

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## Supplemental Information Packet

Agenda Related Item(s) – ID#18-1521 (3-B)

### Contents of Supplement: Agreement

#### Item(s)

Authorizing the Director of the Development and Resource Management Department to enter into a consultant services agreement with Stantec Consulting Services, Inc. to prepare an Environmental Protection Agency Brownfields Grant application and provide implementation assistance in an amount not to exceed \$600,000

#### **Supplemental Information:**

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

#### **Americans with Disabilities Act (ADA):**

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

## Attachment C - Consulting Services Agreement

### AGREEMENT CITY OF FRESNO, CALIFORNIA CONSULTANT SERVICES

THIS AGREEMENT is made and entered into effective the \_\_\_\_\_ day of December, 2018, by and between the CITY OF FRESNO, a California municipal corporation (City), and Stantec Consulting Services, Inc. (Consultant).

#### RECITALS

WHEREAS, City desires to obtain professional Grant Writing and Planning services for Environmental Protection Agency Brownfields Grant application and implementation assistance (Project); and

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

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

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

#### AGREEMENT

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

1. Scope of Services. Consultant shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through December 31, 2022, subject to any earlier termination in accordance with this Agreement. The services of Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation. Subject to the conditions of this section, City will compensate Consultant for performing the scope of work (Compensation); provided, however, that in no case will City compensate Consultant more than the amount referenced in section 3(c) for performing the scope of work. The Compensation will be the total compensation paid to Consultant for performing the scope of work and includes out-of-pocket costs, taxes, salary, overhead, travel, incidental expenses, and profit for

Consultant and any Subconsultant. City will pay no other compensation to Consultant. As detailed in **Exhibit A**, no fees are to be paid for the grant application services and assisting with the cooperative agreement (CA) work plan.

(a) Payment for Services Performed Related to Grant Applications (Task 1) contingent upon Award of Grant Funds. The Consultant has agreed that compensation for any and all services performed in relation to Task 1 (Develop and Submit EPA Brownfield Grant Application) of the scope of work is fully contingent upon award of the specific grant funds to the City by the EPA or other Federal or State agency. Failure of the awards of such funds shall terminate the remainder of this contract pursuant to Section 4 of this Agreement.

(b) Agreement Conditioned Upon Availability of Funds. The entirety of this Agreement, and payment of any Compensation for performance of the scope of work, is subject to the continued availability of the specific grant funds awarded to City by the EPA or other federal or state agency. Should City be advised by the EPA, or authorized designee, that the terms of the grant award have become void or that the grant funds are not otherwise available, City will provide a notice to stop work to Consultant within three business days of receipt of notice from the EPA. Upon receipt of City's notice to stop work, Consultant must immediately stop all work on the scope of work and prepare a final invoice for work performed up until the time Consultant received City's notice to stop work.

(c) Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$600,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

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

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

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

(a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) seven calendar days' prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to

meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

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

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

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

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

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

#### 5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by Consultant pursuant to this Agreement shall not be made available to any individual or organization by Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Consultant shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary

and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.

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

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of

California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

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

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

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

9. Conflict of Interest and Non-Solicitation.

(a) Prior to City's execution of this Agreement, Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set

forth in **Exhibit C**. During the term of this Agreement, Consultant shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Consultant in such statement.

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

(c) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

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

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

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

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

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

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

11. General Terms.

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

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

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

12. Nondiscrimination. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,



medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

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

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

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

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

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

### 13. Independent Contractor.

(a) In the furnishing of the services provided for herein, Consultant is acting solely as an independent contractor. Neither Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of City for any purpose. City shall have no right to control or

supervise or direct the manner or method by which Consultant shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Consultant is performing its obligations in accordance with the terms and conditions thereof.

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

(c) Because of its status as an independent contractor, Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Consultant shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Consultant may be providing services to others unrelated to City or to this Agreement.

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

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

16. Assignment.

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

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

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

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

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

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

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

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

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

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

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

of risk between the parties, provided for within the body of this Agreement, shall be null and void.

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

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

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

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,  
a California municipal corporation

Stantec Consulting Services,  
Inc.

By: \_\_\_\_\_  
[Name]  
[Title]

By: [Signature]  
Name: Rusty Benkosky

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

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

By: [Signature] 12/11/18  
Date  
Brandon M. Collet  
Senior Deputy City Attorney

By: [Signature]  
Name: Jeffrey P. Stone

Title: Assistant Secretary  
(If corporation or LLC, CFO, Treasurer,  
Secretary or Assistant Secretary)

ATTEST:  
YVONNE SPENCE, MMC CRM  
City Clerk

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

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

Addresses:

CITY:  
City of Fresno  
Attention: Jennifer Clark,  
Director  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-8003  
FAX: (559) 498-1012

CONSULTANT:  
Stantec Consulting Services, Inc.  
Attention: Neil Doran  
3875 Atherton Road  
Rocklin CA US 95765-3716  
Phone: (916) 472-3933  
FAX: (916) 773-8448

Attachments:

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

BMC:prn [BrownfieldsAgt 11-30-18]

## EXHIBIT A

### SCOPE OF SERVICES

#### **Consultant Service Agreement between City of Fresno (City) and Stantec Consulting Services Inc. (Consultant)** EPA Brownfields Grant Application and Implementation Assistance

Stantec Consulting Services Inc. (Stantec) will provide EPA Brownfield Grant Application and Implementation Assistance as described herein.

The project shall have three phases:

- Phase 1 – EPA Brownfield Grant Application Services
  - Services provided at no cost (\$0.00 lump sum) to the City.
- Phase 2 – EPA Brownfield Grant Implementation Services
  - Services provided on a time and materials basis not to exceed the amount of contractual services budget awarded by EPA.
- Phase 3 – Additional Funding Services
  - Services to be provided on an as needed basis per future scope and fee assignments authorized by the City.

#### **PHASE 1 SCOPE – EPA GRANT APPLICATION SERVICES**

A brief description of the proposed scope of work for Phase 1 is presented below. The scope of work is further described in Section C – Proposed Methodology and Project Approach in Stantec's proposal dated November 28, 2018 (provided as **Attachment A**). Phase 1 tasks will be provided at no cost to the City.

##### **Task 1: Grant Application Activities**

Stantec will prepare a single application for hazardous and petroleum substance brownfield funding as a part of the Fiscal Year 2019 (FY19) EPA Brownfield Assessment Grant Competition announced on November 28, 2018 and due January 31, 2019. In the unlikely event the grant application is not funded, Stantec will participate in a debrief meeting with EPA and, if agreeable to both parties, revise the grant application for submittal during the FY20 EPA Brownfield Grant Competition at no cost to the City.

##### **Task 2: Pre-Award Activities**

Upon notice of grant award from EPA, Stantec will assist the City with pre-award tasks and administrative requirements, including establishing a Cooperative Agreement (CA) Work Plan. Pre-award tasks will commence upon notification of funding award from EPA (anticipated in spring 2019) and will be completed in advance of the CA start date (anticipated in September/October 2019).

#### **PHASE 2 SCOPE – EPA GRANT IMPLEMENTATION SERVICES**

A brief description of the proposed scope of work for Phase 2 is presented below. The scope of work is further described in Section C – Proposed Methodology and Project Approach in Stantec's proposal dated November 28, 2018 (provided as **Attachment A**). The detailed scope of work and budget for each task will be further defined via the EPA-approved CA Work Plan (to be completed following notice of grant award). Phase 2

tasks will be completed on a time and materials basis in accordance with the fee schedule provided herein.

### **Task 1 – Project Management, Reporting and Other Eligible Activities**

The objective of this task is to properly manage the project per EPA and City requirements. At the City's direction Stantec will assist with the preparation of all quarterly progress reports, annual MBE/WBE utilization reports, and final financial and project performance reports. Stantec will also provide technical assistance and updates, including site-specific information required to complete property profile updates in EPA's Assessment, Cleanup and Redevelopment Exchange (ACRES) database. This may include assisting the City with documenting and tracking health and financial impacts, and other goals and objectives established in the grant application and CA Work Plan related to the inventory, assessment, cleanup and redevelopment of brownfields throughout the City.

### **Task 2 – Public Involvement**

The objective of this task is to ensure that community concerns are considered in assessment planning and execution and that the public is informed of project progress and provided opportunity for meaningful participation. Stantec will work with the City to conduct outreach tasks, including the following:

- Coordinate and conduct meetings with the Brownfield Advisory Committee (BAC), stakeholders, and the public;
- Prepare meeting materials and presentations; and
- Prepare and publish public notices, press releases, project information sheets and website materials, compatible with the City's brand and public information image.

### **Task 3 – Site Inventory, Prioritization and Eligibility**

#### Site Inventory and Prioritization

Stantec will create a comprehensive database of potential brownfield sites within the focus area(s), which will be used by the City to prioritize opportunity sites for grant-funded activities (i.e., Phase I/II Environmental Site Assessments [ESAs], cleanup planning, etc.). Various historical, environmental and county assessor data will be used to develop a Site Inventory Tool, a GIS-linked database of commercial and industrial parcels.

Following initial inventory activities, sites will be prioritized for assessment and/or cleanup/redevelopment planning. The inventory will be further evaluated by the City, BAC and real estate strategists to identify and focus ESA and other cleanup reuse planning activities on those sites with the greatest redevelopment potential.

#### Eligibility Determinations

Stantec will complete Eligibility Determination (EDs) Forms for prioritized brownfield sites selected by the City in accordance with EPA requirements.

## **Task 4 – Phase I & II ESAs**

### Phase I ESAs

Stantec will complete Phase I ESAs at select, eligible priority sites. All Phase I ESAs will be performed in accordance with the All Appropriate Inquired Final Rule and the standards set forth in the ASTM E1527-13 Phase I ESA Process.

### QAPP, SAPs & HASPs

EPA requires that an approved Master Quality Assurance Project Plan (QAPP) and site-specific Sampling and Analysis Plan (SAP) are approved by EPA before Phase II ESA activities are initiated. Stantec will prepare a Master QAPP (covering both petroleum and hazardous substances brownfield sites) for approval by EPA. For each site approved for Phase II ESA activities, Stantec will prepare a site-specific SAP and Health and Safety Plan (HASP) prior to initiating fieldwork.

### Phase II ESAs

Stantec will complete Phase II ESAs and/or other investigation/assessment activities at select eligible priority sites identified by the City. Stantec will also collect information necessary for Endangered Species Act, Section 7 and National Historic Preservation Act, Section 106, as applicable.

## **Task 5 – Site-Specific Cleanup Planning and Area-Wide Planning**

### Site-Specific Cleanup Planning

At sites with significant documented environmental impacts, Stantec will prepare an Analysis of Brownfield Cleanup Alternatives (ABCA) and/or Cleanup Action Plan (CAP). The deliverable(s) will address detected contamination and risks to human health and the environment; provide a cost benefit analysis; evaluate feasible remedial actions/objectives and land re-use options; describe state and federal cleanup regulatory requirements; evaluate institutional and engineering controls; and support brownfield redevelopment.

### Area-Wide Planning

Area-Wide Planning (AWP) may include a variety of activities to identify potential future use for brownfields-impacted area(s) and develop strategies to facilitate the reuse of existing infrastructure and/or identify potential infrastructure investments needed to accommodate alternative future uses. These activities may include market research, infrastructure and/or transportation analysis, urban planning and design, and/or other economic assessment plans to determine how to optimize reuse and attract development. The scope of this task will be determined based on a scoping meeting with the City.



### **PHASE 3 SCOPE – ADDITIONAL FUNDING SERVICES**

Per Section D – Experience and Capabilities in Stantec’s proposal dated November 28, 2018 (provided as **Attachment 1**), Stantec offers a comprehensive Project Funding Services Program that helps municipalities identify and pursue grants and other funding sources available from federal, state and other agencies.

At the City’s discretion, Stantec may assist the City with pursuing additional EPA and/or other state/federal grant funding to support the assessment, cleanup and redevelopment of priority brownfields and focus areas throughout the City, including securing funding for a wide range of capital improvement projects. Services to be provided on an as needed basis per future scope and fee assignments authorized by the City.

## SCHEDULE OF FEES AND EXPENSES

Contractual costs will be defined in the EPA-approved CA Work Plan (to be prepared upon grant award). The total anticipated contractual costs for Tasks 1-5 will not to exceed the amount of EPA Brownfield Assessment Grant funding awarded to the City. Services will be billed on a time and materials basis in accordance with the fee schedule included in Stantec's proposal dated November 28, 2018 (provided as **Attachment A**) and detailed in Tables 1-3 below.

**Table 1: 2019 Fee Schedule for Grant Implementation Services**

Billing Title	Key Personnel Name(s)	Hourly Rate	Anticipated Project Role/Task
<b>Stantec</b>			
Admin/GIS /Field Technician I	Miguel Cisneros	\$120	Site Inventory, Community Outreach Support, Fieldwork
Admin/GIS/Field Technician II	Jacqueline Brenner	\$130	Site Inventory, GIS
Junior Engineer/Geologist/Scientist I		\$135	Phase I/II ESAs, Fieldwork
Project Engineer/Geologist/Scientist I	Kai Pavel Michael Myers	\$140	Phase I/II ESAs, Cleanup Planning
Project Engineer/Geologist/Scientist II	Corinne Ackerman	\$150	Phase I/II ESAs, Cleanup Planning
Professional Engineer/Geologist/Scientist I		\$160	Project Management Support, Phase I/II ESAs, Report Preparation/Review, Site Inventory and Eligibility, QA/QC
Senior Engineer/Geologist/Scientist I	David Holmes	\$170	Senior Grant Specialist, QA/QC, Senior Technical Advisor
Senior Engineer/Geologist/Scientist II	Neil Doran Ralph Carson Elena Nuño	\$180	Project Management, Site Inventory and Eligibility, Phase I/ II ESA Report Review, QA/QC, AWP, Site Reuse Planning
Principal Engineer/Geologist/Scientist I	Chris Gdak	\$190	Project Management Support, Grant Strategy, QA/QC, Senior Technical Advisor
Principal Engineer/Geologist/Scientist II	Trevor Macenski	\$212	Senior Technical Advisor, Environmental Permitting/Planning
<b>WRT</b>			
Principal	John Gibbs	\$255	Landscape Architect, Lead Community Engagement and Site-specific/Area-wide Planning
Professional Level IV/Project Manager	Peter Winch	\$175	Support Community Engagement and Site-specific/Area-wide Planning
Professional Level III		\$165	Support Community Engagement and Site-specific/Area-wide Planning
Professional Level II		\$130	Support Community Engagement and Site-specific/Area-wide Planning
Professional Level I		\$110	Support Community Engagement and Site-specific/Area-wide Planning
Administrative Support		\$90	Support Community Engagement and Site-specific/Area-wide Planning

*Stantec billing rates are provided for 2019 and are subject to annual increase. Stantec will provide cost estimates for other fees/expenses, including equipment rental and other reimbursable expenses as needed during the project. Subconsultant, subcontractor, analytical laboratory and other similar third-party charges will be charged at cost plus 10% markup.*

**Table 2: Direct Disbursements**

Disbursement Type	Cost
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost +10%
Travel/Per Diem	Actual Cost +10%
Capital Purchases and Expendable Materials	Actual Cost +10%
Postage and Shipping	Actual Cost +10%
Standard Field Equipment	(See Table 3)

**Table 3: Standard Field Equipment Costs**

Field Equipment Type	Rate
Air Sampling Equipment	\$65/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$15/each
Bailer – Quick E-Bailer System	\$85/day
Bailer – Reusable	\$20/day
Drum – 55 Gallons	\$65/each
Digital Camera	\$25/day
Draeger Sampler (tubes not included)	\$30/day
Field Communication – Two-Way Radio	\$20/day
Field Computer	\$55/day
Field Test Kit – Groundwater	\$55/each
Field Test Kit – Soil	\$55/each
Field Test Kit – SVE	\$55/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$135/day
Field Vehicle – Sampling Truck	\$275/day
Field Vehicle – Truck/Van	\$160/day
Flame Ionization Detector (FID)	\$145/day
Generator	\$70/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$15/pair

Field Equipment Type	Rate
Gloves – Colored Nitrile	\$0.25/pair
Gloves – Kevlar Under Glove	\$5.00/pair
H&S – Level B Safety Equipment	\$185/day
H&S – Level C Safety Equipment	\$95/day
H&S – Level D Safety Equipment	\$60/day
H&S – Traffic Control Equipment	\$65/day
Hand Auger	\$30/day
Low Flow Purge/Sampling System	\$85/day
Meter – Oil/Water Interface	\$60/day
Meter – Anemometer	\$25/day
Meter - CO	\$65/day
Meter – Data Logger	\$140/day
Meter – Dissolved Oxygen	\$65/day
Meter – DO/ORP/Temp/Conductivity	\$100/day
Meter – Dosimeter	\$45/day
Meter – Ferrous Iron	\$5/day
Meter – Flow	\$30/day
Meter – H2S Detector	\$80/day
Meter – LEL/02	\$80/day
Meter – Magnehelic (Gauge)	\$35/day

## EXHIBIT B

### INSURANCE REQUIREMENTS

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

Environmental Protection Agency Brownfields Grant application and implementation  
assistance

#### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

#### **MINIMUM LIMITS OF INSURANCE**

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

1. **COMMERCIAL GENERAL LIABILITY:**
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;

- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

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

4. **EMPLOYER'S LIABILITY:**

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

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

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

**UMBRELLA OR EXCESS INSURANCE**

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

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

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

**OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

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

1. City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least five 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 Consultant, Consultant must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to City for review.

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

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

#### **VERIFICATION OF COVERAGE**

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

**EXHIBIT C**

**DISCLOSURE OF CONFLICT OF INTEREST**

U.S. EPA Brownfield Application and Implementation Assistance Services

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

Explanation: Stantec is a publically traded  
company on the NYSE. We offer our employees  
the ability to purchase shares. Also, we are  
currently working with the City of Fresno on  
the Fax Bus Center Project and supporting the  
CHSRA.

Additional page(s) attached.

  
 \_\_\_\_\_  
 Signature  
 11-28-2018  
 \_\_\_\_\_  
 Date  
 Chris Gdak  
 \_\_\_\_\_  
 (name)  
 Stantec Consulting Services Inc.  
 \_\_\_\_\_  
 (company)  
 7502 North Colonial Ave, Suite 101  
 \_\_\_\_\_  
 (address)  
 Fresno, CA, 93711-5862  
 \_\_\_\_\_  
 (city state zip)



# **EXHIBIT A – ATTACHMENT 1**

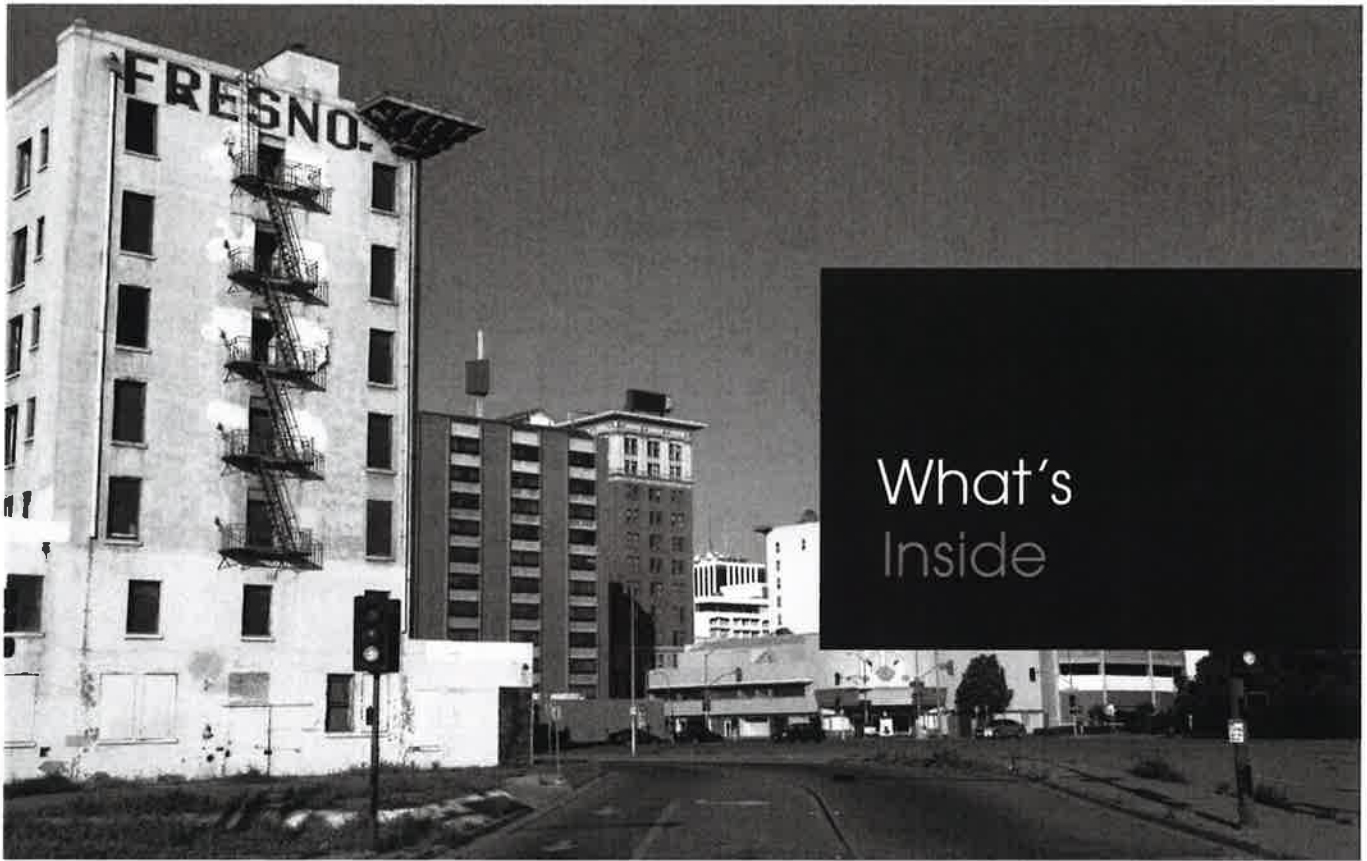
**Proposal for U.S. Environmental Protection  
Agency Brownfield Grant Application and  
Implementation Assistance Services**



Proposal to City of Fresno for  
U.S. Environmental Protection  
Agency Brownfield Grant  
Application and  
Implementation Assistance  
Services

November 28, 2018



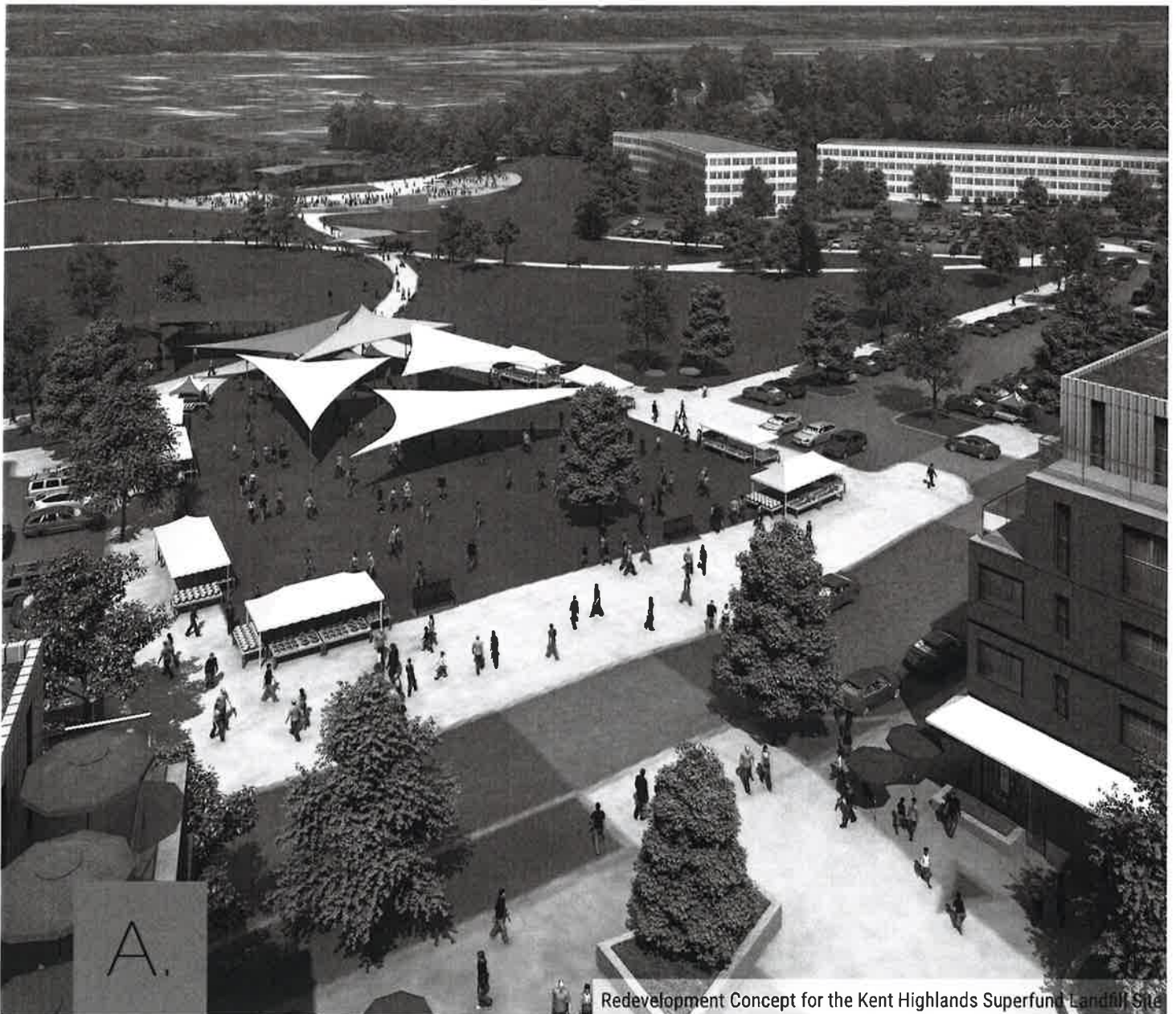


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All Stantec proposals are printed on  
FSC certified 100% recycled paper



Redevelopment Concept for the Kent Highlands Superfund Landfill Site

# Executive Summary

At Stantec, we see brownfields differently - transforming them from liabilities into assets that bring economic viability and enhance the quality of life in neighborhoods where we live, work, and play. This perspective, in conjunction with our deep bench of multi-disciplinary staff, is what drives our success.



Stantec Consulting Services Inc.  
7502 North Colonial Avenue, Suite 101 | Fresno, CA 93711-5862

November 28, 2018

City of Fresno  
Development and Resource  
Management Department  
Attn: Drew Wilson, Planner  
2600 Fresno Street  
Room 3065  
Fresno, CA 93721

**Reference: RFQ for Consulting Services for U.S. Environmental Protection Agency Brownfield Grant Application and Implementation Assistance Services**

Dear Mr. Wilson and Selection Committee,

We believe in shaping our communities through design. 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 work with the City of Fresno on this exciting opportunity to secure and effectively utilize additional U.S. Environmental Protection Agency (EPA) Brownfield Grant funding.

We provide nationally-recognized EPA Brownfield Grant expertise combined with local understanding and experience in the community to help ensure you'll receive maximum funding and community benefits from these grants. **We believe we are the best team to serve your needs on this project for many reasons, most critically:**

- **When it comes to securing and implementing grants, we are the experts.** Since 2015 alone, Stantec has helped more than 50 communities across 19 states and 8 EPA regions secure \$21 million and implement \$22.8 million in brownfield grant funds. We are intimately familiar with the specific regulatory and programmatic requirements and how to effectively complete all deliverables for EPA Brownfield Grant projects.
- **Strong local presence backed by a deep bench of in-house experts.** Led by local liaison Ralph Carson, our Fresno Office features 12 environmental professionals as well as transportation planners and civil designers with experience supporting the California High Speed Rail project, post-closure monitoring and compliance at the Blue Hills Disposal Facility, and Phase I/II Environmental Site Assessment and cleanup activities at a wide range of sites. Additionally, with over 830 multi-disciplinary staff in California and more than 2,600 environmental specialists company wide - all we have to do is pick up the phone to reach any number of in-house experts covering over 20 disciplines.
- **Exclusive partnership with WRT to provide community engagement and Area-Wide Planning support.** For over three decades WRT has developed a culture of problem-solving and ideas exploration to it's thriving community-based practice. WRT knows Fresno well based on their work designing public spaces (Mariposa Plaza); planning for the parks system (Fresno Parks Master Plan); and leading urban design studies such as the EPA-funded Brownfields Area-Wide Plan and Implementation Strategy for Elm Avenue.
- **We absorb the risk.** We believe so strongly in our ability to efficiently assist the City in securing EPA Brownfield Grant funding that we are submitting a *\$0 fee proposal* for grant application assistance.

We have reviewed the Sample Agreement in the Request for Qualifications (RFQ) and are in agreement with the terms and conditions. As noted on the following page, we have read and thoroughly understand the contents of Addendum No. 1.

The Stantec team looks forward to partnering with the City on this transformative project. If you have any questions, please don't hesitate to contact us.

Sincerely,

**Stantec Consulting Services Inc.**

Neil Doran, PG  
Project Manager  
(916) 472-3933  
neil.doran@stantec.com

Chris Gdak  
Brownfield Grant Specialist/  
Strategist  
(425) 698-7398  
chris.gdak@stantec.com

Ralph Carson, PG  
Local Liason  
(559) 492-4181  
ralph.carson@stantec.com



2600 Fresno Street-Third Floor  
Fresno, California 93721-3604  
(559) 621-8277 FAX (559) 488-1026

Jennifer K. Clark, Director

**Consultant Services for EPA Brownfields Grant Application and  
Implementation Assistance Services  
BID FILE 11092018SP**

**ADDENDUM NO. 1**

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for the City of Fresno with a scheduled bid opening of **Wednesday November 28, 2018 5:00 P.M.**

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

**Responses to Questions, Clarifications and Concerns (see below)**

City of Fresno

JENNIFER CLARK  
Director, Development and Resource Management Department

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

Addenda to date: 1  
November 26, 2018



# Business Information

When you work with Stantec, you work with an award-winning team of more than 22,000 specialists in over 400 locations. Our work—professional consulting in environmental sciences, engineering, design, surveying, planning, and project management—begins at the intersection of community, creativity, and client relationships.

# Who We Are

## A local firm with a strong national presence

Established in 1954, the Stantec community unites approximately 22,000 employees working in more than 400 locations across six continents. Our work— environmental sciences, engineering, architecture, interior design, planning, landscape architecture, surveying, project management, and project economics, from initial project concept and planning through design, construction, and management—begins at the intersection of community, creativity, and client relationships.

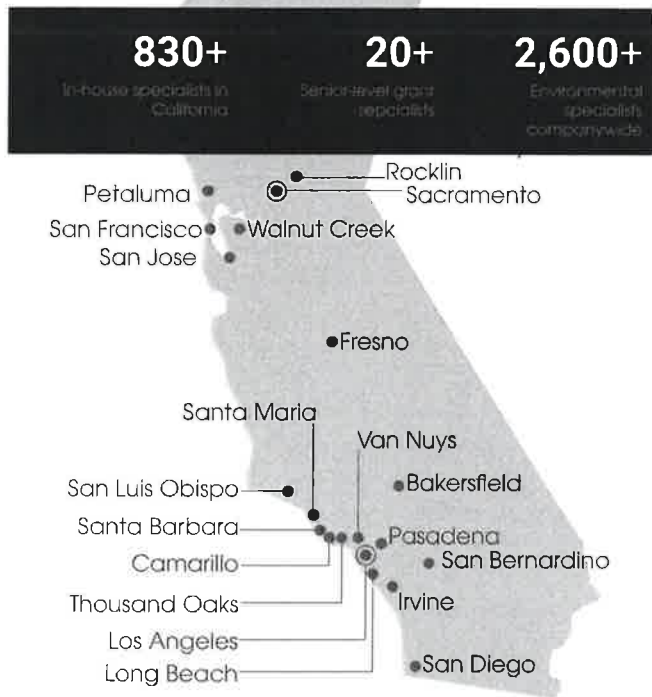
For decades, Stantec's local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, our staff are able to connect to projects on a personal level and, through these projects, work towards advancing the quality of life in communities across the globe.

We have the experience and enthusiasm to effectively support the City's assessment, cleanup, and redevelopment of brownfield properties, including procurement of additional federal and state brownfield grants and other funding. Our National Brownfield Grant Program includes more than 20 senior-level grant specialists who routinely work with our local technical experts in offices throughout the country to deliver funding and implementation results to our diverse clientele. Led by local liaison Ralph Carson, our Fresno office features 12 environmental professionals as well as transportation planners and civil designers with experience supporting the California High Speed Rail project, post-closure monitoring and compliance at the Blue Hills Disposal Facility, and Phase I/II Environmental Site Assessment (ESA) and cleanup activities at a wide range of sites. Additionally, with over 830 multi-disciplinary staff in California and more than 2,600 environmental specialists company wide - all we have to do is pick up the phone to reach any number of in-house experts covering over 20 disciplines. We see tremendous opportunity and hope to be a part of this transformative project!

## The Stantec Team Provides

- Unparalleled expertise in securing and implementing local, state, and federal funding for revitalization
- Strong local presence and extensive project experience throughout the Central Valley
- Exclusive partnership with WRT, who's local urban design experience includes the City's EPA-funded Area-Wide Plan and Implementation Strategy for Elm Avenue.
- A fresh perspective and access to Stantec's Comprehensive Funding Services Program

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.



## Stantec's Primary Point of Contact

Ralph Carson, PG  
7502 North Colonial Avenue, Suite 101, Fresno CA 93711  
(559) 492-4181 x 4181  
ralph.carson@stantec.com

**Over the past 14 years, Stantec has secured nearly \$50,000,000 in brownfield grants for our clients across the U.S.**





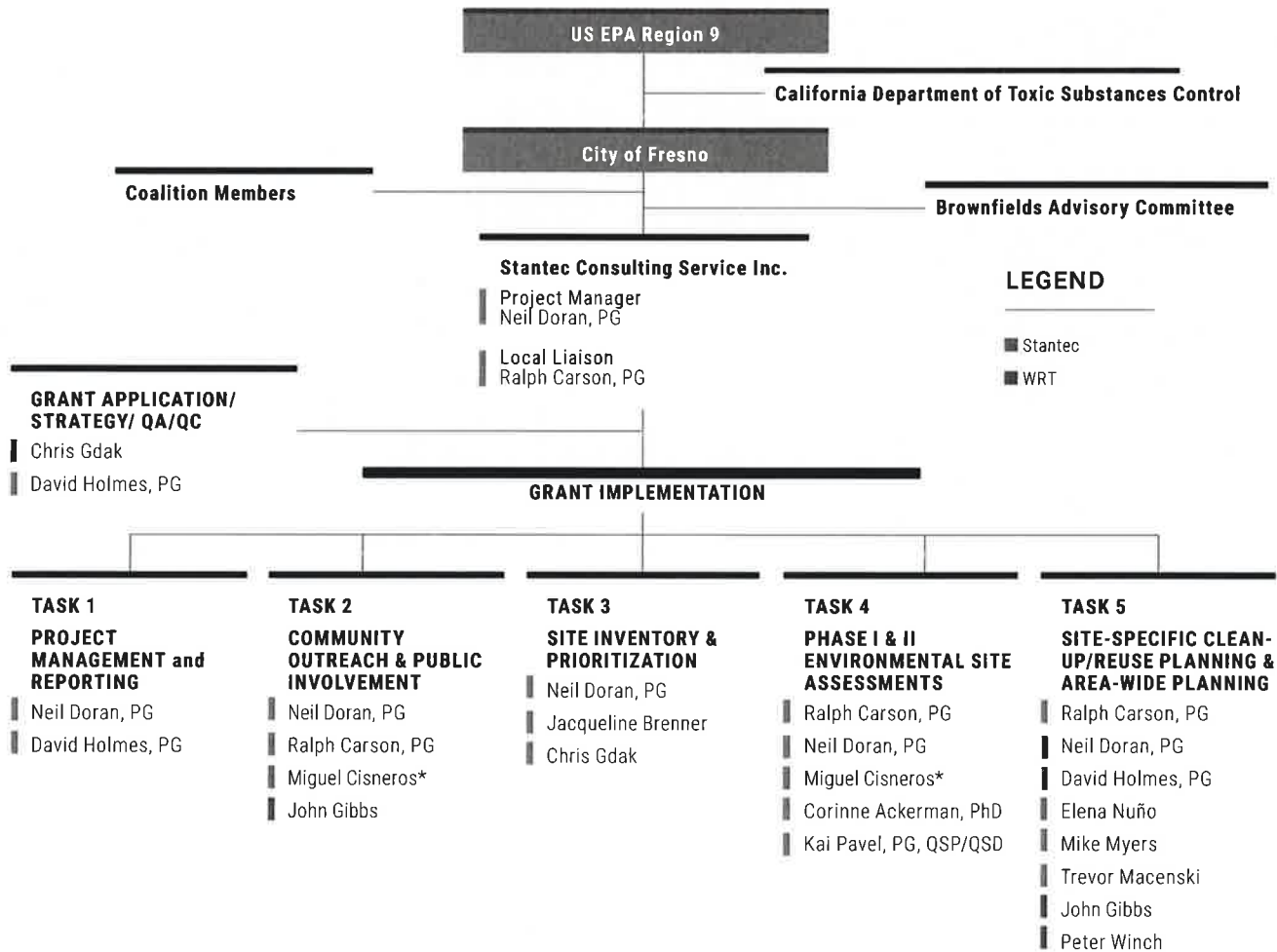
# Proposed Methodology and Project Approach

Our inventive and collaborative approach to problem solving helps bring big ideas to life. Whether our contribution is a design that strikes the perfect balance between function and aesthetics, or a project management strategy that saves time and money, we strive for outcomes that transcend the challenges they solve and become long-term successes for the communities we serve.

# Organizational Chart

We are proposing a well-rounded team to assist with EPA Brownfield Grant application and implementation services. At Stantec, we pride ourselves on collaborating across disciplines and industries to bring projects to life. To achieve this goal, we assemble project-specific teams that are empowered to deliver directly to our clients. Our team operates seamlessly to meet challenges and create solutions. The benefit to our clients is that we can design custom solutions that best meet your schedule, your budget, and, most importantly, your goals.

Our integrated team structure provides effective direction, hands-on control, and comprehensive coordination. Each team member brings specific expertise to contribute to the success of your project. Key staff were chosen based on their familiarity with the EPA Brownfield Grant Program, experience working within the City, and with other local agencies as well as their availability to commit to your projects. Efficient coordination within our proposed team is facilitated by long-standing relationships between our team members as they have worked together on a number of projects in a similar capacity. Moreover, we provide a strong leadership structure to support an efficient and cohesive project. The organizational chart below depicts how our team will be organized and managed for continuity and efficiency. A brief summary of our Project Manager's experience is provided on the following page and resumes for key staff are provided in Section E.



\*Miguel is fluent in Spanish and will be available to provide translation services at community meetings and individual correspondence/meetings with key stakeholders, as needed.

## Meet Your Project Manager

### Neil Doran—by the numbers

**300+**

the number of Phase I and Phase II ESAs performed under Neil's direct supervision.

**20**

the number of years Neil has been providing design, implementation, and management of environmental investigation and remediation projects for public and private clients in California.

**1**

**CURRENTLY MANAGING EPA BROWNFIELD GRANT PROJECTS ON BEHALF OF FOUR COMMUNITIES IN CALIFORNIA**

**2**

**UNDERSTANDING OF EPA REGION 9, CALEPA, AND DTSC**

**3**

**EXPERIENCE IN FRESNO**

**4**

**EXTENSIVE SITE ASSESSMENT, INVESTIGATION, AND REMEDIATION EXPERIENCE**

**5**

**REPUTATION FOR SUPERIOR CLIENT SERVICE**

**6**

**VALUES COLLABORATIVE RELATIONSHIPS WITH REGULATORS AND STAKEHOLDERS**



# Approach

To get started, we'll help you secure EPA Brownfield Grant funding. Our approach to preparing EPA Brownfield Grant applications is unique within the industry, and the results are evident. Since 2015, Stantec has helped more than 50 communities in 19 states and 8 EPA Regions secure \$21 million and implement \$22.8 million in EPA Brownfield Grants. We have a ~90% success rate securing grant funds on behalf of our clients in a highly competitive grant program where only ~33% of applicants are awarded funding. With our team's track record, and local experience, we're confident we can assist the City in preparing compelling grant applications with a high probability of being funded. Once funded, we'll provide technical assistance to ready opportunity sites and focus areas for redevelopment. We'll work with you to inventory, assess and conduct cleanup/reuse planning of priority sites in support of Fresno's established revitalization goals.

To help address redevelopment challenges beyond environmental liabilities, our team includes unmatched expertise in utilizing EPA brownfield funding to perform various types of reuse planning such as infrastructure analyses, market demand studies, transportation studies, either for individual sites or on an area-wide basis for target neighborhoods.

Throughout the process, we'll help you identify additional sources of funding to move sites from assessment through cleanup and redevelopment.

## EPA Grant Application Services

Grant applications are prepared by an experienced lead grant writer supported by team members with diverse and specialized technical skills, such as in conducting historical research, demographic and economic analysis, health statistics "data-mining," and public involvement planning. We collaborate across EPA regions, sharing information and insights amongst grant writers working on applications for clients throughout the U.S. Senior staff provide expert-level review and verify grant application content fully aligns with evolving EPA requirements. We recommend that Stantec prepare a single application for \$600,000 of EPA Brownfield Community-Wide Assessment (CWA) Coalition Grant funding (\$300,000 for hazardous substances and \$300,000 for petroleum impacted sites) and/or other grants if desired by the City. The application in Fiscal Year (FY) 2019 will be prepared by Stantec staff currently assisting with ~10 EPA Brownfield Grants in EPA Region 9, and will be led by David Holmes who is Stantec's most experienced EPA brownfields grant writer (having assisted with over 90 successful EPA brownfield grant applications to date). These grant application services will be provided at no cost to the City of Fresno.

Based on information obtained by Stantec from EPA staff involved in preparing the FY2019 guidelines, there will reportedly be significant changes in the application requirements from previous years. These are partly to align the guidelines with new rules pertaining to site and applicant eligibility that were implemented as part of the Build Act passed in 2018, which also mandated increased priority in scoring for projects involving waterfront redevelopment and/or alternative energy use/development. However, EPA has reportedly made substantial changes to the required format and contents of the applications, including: (a) a reduction by one-third in the maximum number of pages for the grant narrative (reduced from 15 to 10 pages), (b) a corresponding reduction in the requested content to be provided within the narrative (although no details are available), (c) elimination of the need to provide support letters from community based organizations, and (d) various other less substantive changes. It is anticipated that the guidelines for the FY2019 competition will be released while this SOQ is under review by the City, so the actual changes in the application requirements should be known in another 1-2 weeks. Never-the-less, we recognize that the changes in the guidelines will represent not only a challenge, but an opportunity that should benefit Stantec by having a team of 20 experienced EPA grant writers who will be evaluating the changes and collectively working on strategies for most effectively addressing the new requirements for each scored section of the grant application narrative.

We will assist with all components of preparing the grant application(s), and will tailor the process to meet the needs of City staff in terms of supporting the grant application process. However, to the extent feasible, we will endeavor to prepare the application through a collaborative process with the City throughout all phases of the grant application effort, as this will result not only in a more "authentic" project with enhanced likelihood of being funded, but also a proposed scope of work that will best match the City's interests and needs and thereby result in a project with increased prospects for success and spurring economic development and revitalization in the areas targeted for use of grant funds.

Following are additional details on Stantec's approach for preparing successful applications for EPA Brownfield Grants. Although tailored to preparation of the EPA Brownfield CWA Grant applications, much of the approach is relevant to other types of EPA Brownfield Grants which the City may decide to pursue in the future.

## Forming Coalitions

It is our understanding the City desires to submit an application for a FY2019 EPA Brownfields CWA Grant. A key decision for the City will be whether to submit an application as a single entity (eligible for a maximum award of \$300,000 in funding) or to apply as the lead member of a coalition of three or more local units of government (eligible for a maximum award of \$600,000 in funding). We strongly recommend that the City form a coalition, not only for the greatly increased maximum award amount but also for the opportunity to create a project that will lead to enhanced collaboration between local units of government focused on economic development or redevelopment initiatives in the City and the metropolitan area. We have developed multiple strategies for both identifying prospective coalition members, recruiting them to participate in the project, and assigning roles that make sense in terms of the proposed project. Some potential eligible coalition partners would include Fresno County, the Fresno Unified School District, the Fresno County Transportation Authority, the Fresno Council of Governments, the Fresno Metropolitan Flood Control District, the Fresno Housing Authority, and the Downtown Fresno Partnership. The optimal coalition members for the project will depend in part on: (a) target areas are of greatest importance to the City, as well as the types of projects on which funding may be focused (i.e., housing, waterfront, etc.), (b) how well the proposed project aligns with one or more priorities for these entities, (c) how well these entities can provide resources or expertise that strengthen the grant application. It should be noted that for a large city such as Fresno, it may be possible to secure a coalition grant that ends up being used solely for target sites within the City (thereby maximizing the financial benefit to the City of applying as a coalition versus a sole applicant).

## Demonstrating Financial Need and Impact of Brownfields on Disadvantaged Populations

The scoring for EPA Brownfield CWA Grants is based in part on the extent to which funding can be shown to be focused on target areas or communities in which there are disproportionate numbers of socially or economically disadvantaged residents. We are experienced in working with applicants to: (a) identify target areas that are a good match for EPA funding priorities, (b) defining the boundaries for the target areas in a manner that maximizes the extent to which they incorporate areas of greater distress or disadvantage, (c) selecting demographic data that best demonstrates greater levels of disadvantage or distress. We utilize census tract or census block group data available from the U.S. Census Bureau website, but supplement this by accessing data available through multiple subscription services such as Social Explorer

and Policy Map. The general goal in selecting data is to show greater levels of social disadvantage or economic distress for the applicant than for the corresponding state or the U.S. as a whole, and even greater levels of social disadvantage or economic distress within the identified target areas, and minimizing the presentation of data showing contradictory trends. Although the generic demographic data table presented in the grant application guidelines is limited to 6 or 7 categories, there are hundreds of types of data that can potentially be presented in the table to more compellingly demonstrate social disadvantage or economic distress or to support other sections of the application documenting financial, social, or health impacts from brownfields.

## Characterizing Brownfields

As part of the grant application process for community wide assessment grants, we will complete a preliminary geographic information system (GIS) inventory of brownfield sites in Fresno to: (a) help identify compelling individual brownfield sites that can potentially be featured in the grant application narrative, and (b) to generate statistics on numbers and types of brownfields that can be used to bolster the sections of the application related to impacts from brownfields and need for funding to assess brownfields. We'll search state, federal and historical databases to identify and characterize documented or suspected brownfield sites; and provide detailed information on select, high priority sites, including site history and ongoing impacts, lost opportunity costs, effects on local property value, community exposure to contaminants, and other compelling information. Assuming that the City does not already have a brownfields inventory integrated with GIS, the inventory completed as part of the grant application can serve as a useful initial component of the inventory that will be completed as part of the project, if funded, thereby enhancing the value created through the grant application process.

## Documenting Health Impacts

We'll document the health impacts of brownfields on local residents by working with county and state health departments to find data that can be credibly related to environmental conditions or exposures, such as lead poisoning, asthma, and cancer; and demonstrate the benefit of assessment and eventual cleanup.

## Documenting Financial Impacts

We'll identify and quantify direct and indirect financial impacts from brownfield sites and provide specific compelling examples or statistics. We'll quantify lost opportunity costs to demonstrate financial impacts supported by actual figures and document costs to maintain derelict properties, respond to crime and fires in vacant buildings, and other ongoing financial burdens.

## Defining the Project Scope

Developing a strong and focused scope of work is key to a successful grant application. We'll help you develop a project designed to address your specific needs. We'll prepare detailed task descriptions tailored to meet your redevelopment goals and define specific outputs. We'll develop detailed cost estimates for each task and quantify anticipated in-kind donations of staff time as a voluntary match contribution.

## Involving Community-Based Organizations (CBO)

It is anticipated that the requirements related to CBOs in terms of the grant application process may be significantly revised as part of the revision to the grant application guidelines for FY2019. Never-the-less, CBOs will continue to play a key role in successful grant-funded projects, and we will work with the City to recruit CBOs and to identify useful roles and meaningful ways they can participate in the project. We will organize a stakeholder outreach event as part of the grant application process, and seek for these CBOs to attend the event, and to provide subsequent letters of support (if still required subject to changes in the FY2019 guidelines) that document their support and anticipated roles in implementing the grant-funded project.

## Creating Agency and Public/Private Partnerships

We'll help you secure early participation from partner organizations and community stakeholders, such as property owners, businesses, and developers, to represent key demographic groups. The roles of these groups will be clearly defined in the application.

## Tying it all Together

In addition to the strategies noted above, we'll verify that each section meets all EPA requirements and addresses reviewers' key points of concern, helping you craft complete and compelling applications. We'll link anticipated project benefits to existing community initiatives and planning processes, quantifying these results wherever possible, and relating projected outcomes to the economic, environmental impact, environmental justice, and other issues discussed throughout the applications. Linking the various parts of the grant application into a cohesive narrative is one of the most challenging parts of the grant application process, but is a key to gaining a few added points that are often the difference between a successful and an unsuccessful application. Our grant writers are experienced in crafting this type of integrated narrative.

## Quality Assurance/Quality Control (QA/QC)

All applications are subject to Stantec's internal QA/QC review process which includes review of applications by administrative staff (for formatting, spelling, and other types of non-technical details), and both a senior and independent reviewer. The senior reviewer is someone other than the primary author who is trained in technical document review procedures and focused on the technical details of the application, in particular, whether each section of the application fully and effectively responds to the requirements and scoring criteria for that section listed in the grant application guidelines. These criteria are included on the document being reviewed so that the senior reviewer can readily compare the text in each section to these requirements during their review. The independent reviewer is also trained in technical document review procedures, but is not directly involved in the preparation of the grant application, and therefore better able to review with "fresh eyes" in terms of readability, consistency and other non-technical factors. The draft grant applications are also analyzed in terms of the number of words/length of each section relative to the point weighting for that section, so that greater levels of detail are provided in the sections having the greatest point weighting. This enhances the likelihood of the application achieving a higher total score. The QA/QC review process is critical in creating applications that are as free from error as possible as well as concise and highly readable. Readability is important in that reviewers are more likely to deduct points from applications that are challenging to read. In addition, it is important to recognize that the scoring process used by EPA reviewers is "subtractive" with reviewers deducting points for each section based on missing information or errors. Eliminating typographic or other types of minor errors and making certain to address each and every component specified for each section in the grant application guidelines is essential to writing a winning application, and Stantec's QA/QC process developed specifically for the EPA Brownfields Grant applications is a key component in our success.

# EPA Grant Implementation Services

Our team develops comprehensive, long-term redevelopment programs for communities of all shapes and sizes, leveraging grants and other funding strategies necessary to advance sites and focus areas toward redevelopment. We'll calibrate our overall approach with your ongoing short- and long-term redevelopment objectives, continually tailoring the project scope to achieve the desired outcomes for each individual task. The project will meet EPA requirements, while providing flexibility to respond to redevelopment opportunities, public input, and evolving priorities.

Throughout the implementation process, we'll identify opportunities for additional funding and lay the groundwork for subsequent EPA and state assistance. We'll also incorporate reuse planning activities to unlock developer interest and attract private investment.

## Using EPA Brownfield CWA Grants to Build a Sustainable Brownfields Program

At a minimum, the EPA Brownfields CWA Grant if awarded can be used to meaningfully advance the assessment, cleanup, and redevelopment process at a dozen or more of the City's highest priority brownfield sites. However, the greatest value of the EPA Brownfields CWA grants can be in helping to build and enhance the long-term sustainability of the City's Brownfields Redevelopment Program. The greatest value of the EPA grants can come when they are not implemented as one-time "projects" but are used to develop sustainable "programs". Some keys to building long term program sustainability include:

- Deepening "institutional knowledge" pertaining to brownfields – which can be accomplished in part through the establishment of a brownfields advisory committee that meets on a quarterly basis throughout the project period. Although considerable effort can be required to prepare public notices, presentation materials, agendas, and meeting minutes for these meetings, participation by staff from multiple City departments, other local government partners active in supporting City redevelopment projects, and key local stakeholders, can serve as a valuable forum for discussions of challenges, opportunities, and best practices relevant to brownfields. The greater and more widely distributed this type of knowledge, the more effective local efforts will become, and the less vulnerable to loss of institutional knowledge if expertise is limited to a handful of City staff and one or more depart.
- Developing the brownfields inventory in a format that can be easily maintained and periodically updated. Often, the inventory task is performed in a manner that

results in a one-time snapshot of brownfields that is useful solely for the purpose of prioritizing a handful of sites for a specific EPA CWA grant. A well-designed inventory can be a useful long-term tool in tracking and prioritizing "redevelopment opportunity sites" as well as a tool for screening and identifying sites that may be candidates for various types of state or federal funding programs. A well-designed inventory can also be a powerful tool for helping to position the City to apply for future EPA Brownfields CWA or other grants.

- Documenting economic impacts associated with brownfields and economic benefits resulting from their redevelopment or reuse. A key to a sustainable program is being able to effectively document the economic benefits it produces. Many EPA CWA grants are implemented in a manner where only minimal effort is expended at documenting the economic impacts resulting from the projects supported by the EPA grants. Often these are poorly documented in the EPA Assessment, Cleanup, and Redevelopment Exchange System (ACRES) database. If desired, Stantec will work with the City to design and implement improved procedures for tracking of economic impacts resulting from brownfields redevelopment.
- Funding is the key to a financially sustainable program. One of the easiest funding strategies associated with the EPA CWA Grants is to implement them in a manner that most favorably positions the City for subsequent EPA Cleanup, CWA, and/or Revolving Loan Fund (RLF) grants. This involves multiple strategies, including: (a) making certain to target a number of sites that are well positioned for redevelopment to begin within the 3-year project period, and where the initial EPA grant can be shown to have played a role in making the project move forward, (b) accurately and fully documenting the economic outcomes for these projects (as detailed above), (c) documenting the need for funding (in part through the creation of a well-designed prioritized brownfields inventory (as detailed above), and (d) numerous other strategies.

Although we recognize that we are retained for a "project," we will wherever possible implement the project with a focus on program sustainability. This is a means to maximize the extent to which the project will have the greatest long-term impact in building and strengthening the capacity of City staff as it relates to brownfields redevelopment and revitalization.

## Task 1: Grant Management and Reporting

Stantec is currently supporting grant management and reporting for 40 EPA Brownfield CWA Grants. Upon award, we'll help you prepare a draft Cooperative Agreement (CA) Work Plan and other required CA documents. **Assistance with the CA Work Plan and related documents will also be completed at no cost as an extension of our grant application services.** Throughout the three-year grant term, we'll draw upon our experience and existing templates to help you efficiently prepare all EPA-required financial and technical reports.

## Task 2: Community Outreach and Involvement

Success of brownfield redevelopment is measured by client results and community support. Sustained outreach to the full range of stakeholders allows the redevelopment process to conclude with strong community backing. An effective public information campaign will build community excitement and encourage reinvestment. We'll work with your staff to draft press releases, update existing project fact sheets and webpage content. To continue soliciting meaningful public input, we will assist the City with engaging a brownfields advisory committee (BAC) and performing targeted outreach to other stakeholders. Our team will continue to help the City coordinate and conduct BAC meetings and other public information events, ensuring outreach efforts include those who live and work in brownfield-impacted areas, as well as sensitive populations such as minority, aging, disabled, and low-income residents. To strengthen our outreach support capabilities, we have teamed with WRT Planning and Design (WRT) to lead the outreach and public engagement component of the project. WRT has been a participant in multiple recent planning efforts in Fresno, and is familiar with priority redevelopment areas as well as outreach methods that have been effective in Fresno.

## Task 3: Site Inventory and Prioritization

We'll work with you to build a comprehensive inventory of brownfield sites and to prioritize sites and focus areas that have the greatest opportunity to provide short- to mid-term community benefits. We have assisted clients on over 70 EPA Brownfield CWA Grant projects in completing a broad spectrum of inventory and prioritization tasks customized to their specific target areas, interests, and needs. These include GIS analyses encompassing data for thousands of parcels, windshield surveys, incorporation of information from federal and state environmental databases into GIS, and integrating new types of data into GIS (such as georeferenced images of Sanborn fire insurance maps).

We have also assisted EPA Brownfield CWA Grant recipients in conducting a broad spectrum of prioritization activities focused on sites identified as part of brownfield inventories as well as additional sites that are typically nominated or identified during later stages of the project period. For EPA Brownfield Grant projects, the prioritization is typically based on a combination of economic development, environmental, and social/community priority criteria. The specific criteria as well as their relative assigned "point weightings" are tailored to a specific client or target neighborhood's priorities. We have developed a wide range of community "exercises" that can be integrated with either the inventory and outreach tasks and used to solicit input on various potential prioritization criteria. The assigned scores or ranking are used as one factor in prioritizing sites for use of funding or soliciting additional community input. Other factors considered include things such as likelihood of being determined eligible for use of funding, likelihood of securing access, etc. We are prepared to support the City in whatever prioritization activities are requested as part of the project, as well as to offer suggestions or recommendations for new or innovative activities that could enhance the degree to which sites selected for funding further overall City goals for the project.

The inventory process will be coordinated with local GIS departments. We will produce data in a manner that will interface with existing resources, so the inventory can serve as a long-terming planning and economic development tool. The prioritized inventory of sites is useful in identifying and selecting sites for use of funding awarded as part of the FY2019 application, and is also useful in serving as a foundation for future EPA Brownfield Grants by providing evidence of the number of prioritized sites in need of assessment funding.



## Task 4: Phase I and II Environmental Site Assessments (ESAs)

### Phase I ESAs

Stantec has completed over 100 Phase I ESAs as part of EPA Brownfields CWA Grant projects. We are experienced in the procedures specific to EPA (such as the All Appropriate Inventory [AAI] Checklist required for Phase I ESAs) as well the specific challenges associated with conducting Phase I ESAs on brownfield sites in older areas, where: (a) previous occupants of the sites may not be available for interviews, (b) buildings or other structures that may offer clues to past areas of chemical and/or petroleum use and/or storage have long ago been demolished, and (c) some of the greatest potential environmental liabilities relevant to redevelopment may be associated with sources not typically identified through the standard Phase I ESA process (i.e., historic fill materials, illegal dumping, exposure to floodwaters, and exposure to atmospheric deposition from historic sources of air pollution not specifically associated with a target property).

We will conduct Phase I ESAs for multiple petroleum and hazardous substance brownfield sites as identified and prioritized incorporating the following standards:

- Stantec prepares site eligibility determination (ED) requests for approval by EPA and the California Department of Toxic Substance Control (DTSC) (for petroleum sites). We also help collect information necessary for compliance with Endangered Species Act (Section 7) and NHPA (Section 106), as applicable.
- We strictly adhere to American Society for Testing and Materials (ASTM) Standard E1527-13 and the AAI Rule.
- We align ESAs with anticipated near-term real estate transactions so that assessments are current at transfer of title, reducing the need for Phase I ESA updates.
- Our Phase I ESA reports include site maps with GIS coordinates identifying historic and present-day environmental concerns. The maps can be subsequently adapted for use in site-specific Sampling and Analysis Plans required for Phase II sites, producing superior reports as well as time and cost savings.

### Quality Assurance Project Plans (QAPPs), Sampling and Analysis Plans (SAPs), and Health and Safety Plans (HASPs)

EPA requires that an approved QAPP be in place before Phase II ESA activities are initiated. We have prepared several recent QAPPs for EPA Brownfields CWA Grant projects in California that have been approved by EPA and which incorporate all current EPA requirements associated with QAPPs. These QAPPs can be efficiently updated for use on your CWA Grant project, providing a significant cost savings and accelerated EPA review and approval time. This will greatly reduce lag time typically associated with preparing QAPPs, allowing for a quick response to immediate or time-sensitive redevelopment opportunities that occur during the first three to six months of grant implementation.

EPA also requires SAPs and HASPs for all sites where Phase II ESAs or other environmental testing is performed. The templates developed for other ongoing EPA Brownfield Grant projects managed by Stantec in California can be adapted for use on your project, also providing a cost saving and accelerated EPA and DTSC review times.

### Phase II ESAs

Stantec has completed over 100 Phase II ESAs as part of EPA Brownfields CWA Grant projects and we understand that Phase II ESAs conducted as part of a CWA program have different objectives than studies performed only to gain regulatory closure at a site where there are no redevelopment plans. We are experienced in designing and performing Phase II ESAs specific to brownfields issues and challenges, where sampling may need to encompass the entire site, as well as to consider existing or anticipated redevelopment plans which may provide opportunities to reduce site clean-up costs by incorporating construction design in the chosen remedy (such as strategically locating parking lots to cap contaminated soil). Therefore, we always consider reuse plans when determining appropriate ESA strategies.

We'll conduct Phase II ESAs for high priority brownfield sites. For sites with limited environmental liabilities, completion of Phase I/II ESAs may be sufficient to move the site to a "transaction-ready" status. Removing uncertainty often allows the private market to take over without further public involvement or assistance.

### **Pre-Demolition/Renovation Surveys for Hazardous Building Materials**

For brownfield redevelopment sites on which there are existing buildings that will be either demolished or renovated for reuse, EPA funding can be utilized to perform pre-demolition/renovation surveys for asbestos, lead-based paint and other hazardous building materials. Stantec will complete the surveys utilizing staff in California who specialize in this work together with one or more local subcontractors (who may be more cost efficient for surveys of small buildings). The QAPP template that Stantec utilizes for our EPA CWA Grant projects includes documentation for laboratories specializing in these types of analyses as well as standard operating procedures (SOPs) specific to pre-demolition testing (including testing for hazardous materials of emerging concern such as polychlorinated biphenyls [PCBs] in window caulk). In addition, we have developed templates for both Site-Specific and Area-Wide SAPs specific to pre-demolition testing activities that can be cost effectively adapted for use on this project if required. We are experienced in designing pre-demolition scopes to accommodate either renovation or demolition, and in working with property owners and developers on the challenges associated with performing "destructive testing" where required on roofing materials or in occupied living spaces.

### **Task 5: Site-Specific Cleanup/Reuse Planning and Area-Wide Planning**

#### **Cleanup/Site Specific Reuse Planning**

At sites found to have significant environmental impacts, and where engineered barriers and/or institutional controls are infeasible or insufficient as sole remedies, we develop Remedial Investigation/Feasibility Studies (RI/FS), Analysis of Brownfield Cleanup Alternatives (ABCAs) and/or Cleanup/Corrective Action Plans (CAPs). Where feasible, we incorporate cleanup activities into redevelopment plans to expedite delivery, save our clients' money, and turn liabilities into assets. We have experience planning and implementing site remediation projects that utilize a broad range of environmental cleanup technologies and meet EPA, DTSC, and local regulatory cleanup standards.

Our team will conduct environmental cleanup planning at select priority sites. This may include establishing site-specific cleanup levels and other state/federal regulatory requirements, evaluating institutional and engineering controls, developing an ABCA, and preparing detailed site-specific remedial action/cleanup plans.

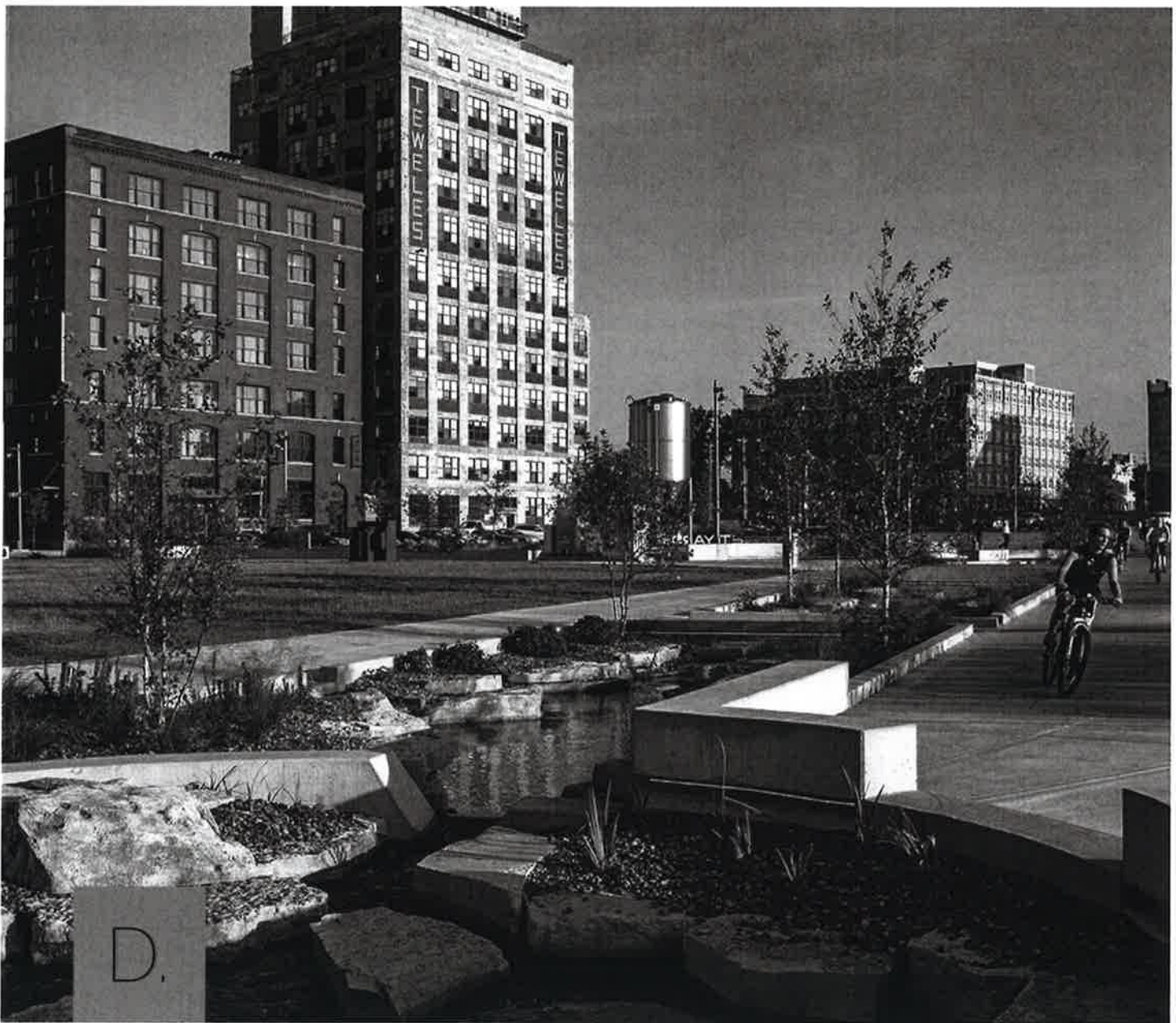
When considering cleanup options, we address implementation costs, available funding, developer expectations, and reuse plans. By preparing cleanup plans, along with cleanup cost estimates, we can produce grant-ready sites, potentially eligible for EPA, DTSC and/or other sources of cleanup and redevelopment funding. In cases

where redevelopment has been stalled by uncertainty regarding cleanup costs, scheduling impacts, and site redevelopment constraints, removing these unknowns can result in deal-ready and shovel-ready sites.

#### **Brownfield Area-Wide Planning (AWP)**

Stantec has been a national leader in implementing various types of area-wide and site-specific reuse planning as part of EPA Brownfields CWA Grant projects. We recognize the goals of catalyzing redevelopment are more likely to be achieved when the EPA Brownfield Grants are used to support a process that integrates environmental assessment, with planning, and economic analysis. AWP is especially relevant for neighborhoods where there are large numbers of small, scattered brownfield sites, for which it is particularly important to understand area-wide impediments to redevelopment, as well as to focus efforts on sites having the greatest potential to serve as catalysts for neighborhood transformation. The AWP process can also serve as a platform for gaining more meaningful input from neighborhood residents and project stakeholders on priorities and strategies for revitalization of the neighborhood as a whole as well as cleanup and reuse of individual sites.

Our team incorporates infrastructure analysis, land use planning, market research, and real estate strategy with cleanup plans to create aspirational – and achievable – plans, grounded in the realities of market, culture, and place, with specific experience performing site-specific reuse and AWP as part of EPA Brownfield Grants. Furthermore, our team includes WRT which has experience in implementing Fresno's Elm Avenue Brownfields AWP and Implementation Strategy. AWP is an eligible project activity that can be performed using the EPA Brownfields CWA Grants (although scope of work is more limited, and the budget typically in the range of \$50,000 - \$150,000). In the event that AWP is identified as a priority for one or more target areas, we will work with the City to develop a work plan for submittal to EPA that will identify the specific planning activities and anticipated budget. Upon approval, we will work with the City to implement the AWP, with a multidisciplinary approach utilizing both planning and environmental staff.



D.

## Experience and Capabilities

We work with you to develop effective working relationships, to understand and articulate expectations, to provide adequate contingencies in both project budgets and scheduling, and to establish critical milestones and decision-making strategies. We will work as an integrated team to help ensure that your project runs smoothly—on time and on budget.

# Relevant Management and Technical Experience

Stantec has an unmatched documented record of success in the western U.S. in preparing successful application for EPA Brownfields CWA and other types of grants. We are experts not only in securing funding but also in implementing the grant-funded projects that result. We help our clients to take fullest advantage of the opportunities presented by the grants (in particular the CWA grants) to not only advance sites through the environmental due diligence process, but also in using the grants and projects to strengthen our clients' long-term brownfields, economic development, and neighborhood revitalization programs.

As detailed on the project descriptions provided in this section, we have expertise not only in assessing and addressing environmental liabilities associated with brownfields, but also in making use of the full range of inventory, public outreach, and redevelopment/reuse planning activities that can be performed using the EPA Brownfields CWA Grants. We are national leaders in conducting brownfields area-wide planning as an eligible activity under EPA Brownfields CWA Grants, and have strengthened our capabilities for this project by including WET on our project team. We have multiple GIS staff with experience in completing dozens of brownfields inventories as part of EPA Brownfield CWA Grants, and this experience enables us to work with clients to create brownfields inventories that are integrated with their existing GIS – greatly enhancing the opportunity for the inventories to be efficiently updated and maintained (and thereby to serve as on-going economic development tools and resources).

## OUR CLIENTS SAY IT BEST



"Our Community Wide Brownfields project is so exciting. It is a wonderfully successful project and well-loved and supported by our community partners. And of course, our partners at Stantec are a wealth of knowledge and great to work with... We have learned so much! We are already considering how to expand the project after this grant concludes."

-Vicki Cummings, Executive Director, Grays Harbor Council of Governments, 11/06/18

# Grant Funding Acquisition Experience

Since 2015, Stantec has helped more than 50 communities in 19 states and 8 EPA Regions secure \$21 million and implement \$22.8 million in EPA Brownfield Grants.

Stantec's approach to grant writing is unique within the industry and the results are evident. Since 2015, we have prepared 51 successful EPA brownfield grant applications and numerous state brownfield grant applications on behalf of clients throughout eight EPA Regions. Senior grant specialist, Chris Gdak has played a significant role on more than half of those applications. We understand grant scoring criteria and have developed specific strategies for crafting winning applications in response to EPA's highly competitive brownfield grant program. We understand the nuances of preparing a successful application and incorporate proven strategies to construct compelling submittals that score highly in each category and respond to evolving EPA requirements.

Chris Gdak, our team's lead brownfield grant specialist/strategist, has helped our clients secure multiple EPA Brownfield AWP and Cleanup Grants that advance site revitalization efforts beyond the initial assessment phase. For example, he helped the City of Goshen, Indiana turn 2 initial EPA CWA Grants into more than 10 subsequent EPA and state brownfield grants, providing funding needed to support cleanup and redevelopment of 9 parcels targeted for acquisition by the City. This success saved area residents \$3 million and significantly expedited site acquisition, assembly, cleanup, and redevelopment.

Chris has also helped our clients secure EPA Targeted Brownfield Assistance (TBA) funding ranging from \$25,000 to \$100,000 to fund additional environmental assessment and cleanup planning activities on priority brownfield sites—particularly for sites that are determined to be ineligible for use of CWA grant funding (e.g. where the grantee is also the responsible party, etc.).

In addition, we do not typically charge our clients for assisting with EPA brownfield grant applications, and we can offer this service to you (on a case-by-case basis) as funding needs arise during this and other projects. We have successfully assisted our existing clients with supplemental EPA Brownfield CWA, Cleanup, Revolving Loan Fund (RLF), and AWP Grant applications.

Finally, we offer an innovative and comprehensive Project Funding Services Program, which helps clients to identify funding opportunities from thousands of grants and sources available from federal, state, and other agencies. If desired, we are available to develop recommendations for funding packages that fill funding gaps for a wide range of planning and capital improvement projects.

EPA Brownfield Grant Project Experience in EPA Regions 8,9, and 10 (2012 - Present)

EPA Region	Grant Recipient	Award Year	Grant Type	Amount
8	Fremont County, CO	2018	CWA Coalition	\$600,000
8	Carbon County, UT	2018	CWA Coalition	\$600,000
8	Provo, UT	2016	CWA	\$400,000
8	Uintah Basin Association of Governments (Duchesne County, UT)	2016	CWA Coalition	\$550,000
8	Fargo, ND	2016	CWA	\$400,000
8	Sioux Falls, SD	2015	CWA	\$400,000
8	Trinidad, CO	2015	CWA Coalition	\$500,000
8	Lake County, CO	2014	CWA	\$400,000
8	Minot, ND	2013	CWA and AWP	\$600,000
9	<b>Los Angeles, CA</b>	<b>2019</b>	<b>Cleanup*</b>	<b>\$500,000</b>
9	<b>Stockton, CA</b>	<b>2018</b>	<b>CWA Coalition†</b>	<b>\$600,000</b>
9	<b>Bakersfield, CA</b>	<b>2017</b>	<b>CWA</b>	<b>\$300,000</b>
9	<b>Richmond, CA</b>	<b>2016</b>	<b>CWA††</b>	<b>\$400,000</b>
9	<b>Sonoma County, CA</b>	<b>2016</b>	<b>CWA††</b>	<b>\$400,000</b>
9	<b>Henderson, NV</b>	<b>2016</b>	<b>CWA Coalition††</b>	<b>\$550,000</b>
9	<b>Clark County, NV</b>	<b>2015</b>	<b>CWA Coalition††</b>	<b>\$500,000</b>
9	<b>Lodi, CA</b>	<b>2015</b>	<b>CWA</b>	<b>\$400,000</b>
10	Idaho Falls, ID	2018	CWA Coalition	\$600,000
10	Corvallis, OR	2018	CWA Coalition	\$600,000
10	Anchorage, AK	2017	CWA	\$300,000
10	Kodiak Island Borough, AK	2017	CWA Coalition	\$600,000
10	Spokane, WA	2017	Cleanup x3	\$600,000
10	Bremerton, WA	2017	CWA	\$300,000
10	Grays Harbor Council of Governments (Grays Harbor County, WA)	2017	CWA Coalition	\$600,000
10	Eugene, OR	2017	CWA Coalition	\$500,000
10	Ontario, OR	2017	CWA Coalition	\$600,000
10	Oregon Cascades West Council of Governments (Lincoln County, OR)	2017	CWA Coalition	\$600,000
10	Rogue Valley Council of Governments (Medford, OR)	2017	CWA Coalition	\$600,000
10	Matanuska-Susitna Borough, AK	2016	CWA Coalition	\$550,000
10	Oregon Metro (Portland, OR)	2016	CWA Coalition	\$600,000
10	Salem, OR	2015	CWA	\$200,000
10	Klamath Falls, OR	2015	CWA Coalition	\$500,000
10	Coos Bay, OR	2015	CWA	\$400,000
10	Spokane, WA	2015	CWA	\$400,000
10	Salem, OR	2014	CWA	\$200,000
10	Everett, WA	2013	CWA	\$400,000
10	Vancouver, WA	2013	CWA and AWP†	\$600,000
10	Deschutes County, OR	2013	CWA†	\$400,000
10	Eugene, OR	2012	CWA Coalition††	\$680,200
10	Kent, WA	2012	CWA	\$400,000
<b>Total Funding Secured by Stantec</b>				<b>\$16,300,000</b>
<b>Total Funding Implemented by Stantec</b>				<b>\$17,630,200</b>

Notes: † Stantec provided grant writing/application services only; †† Stantec provided grant implementation services only. Stantec provided grant writing/application and implementation services for all other projects; \* Application in preparation, funding not yet awarded.



EPA  
Region 9

\$400,000  
grant  
funding

## EPA Brownfields Grant Writing and Implementation Services

LODI, CA

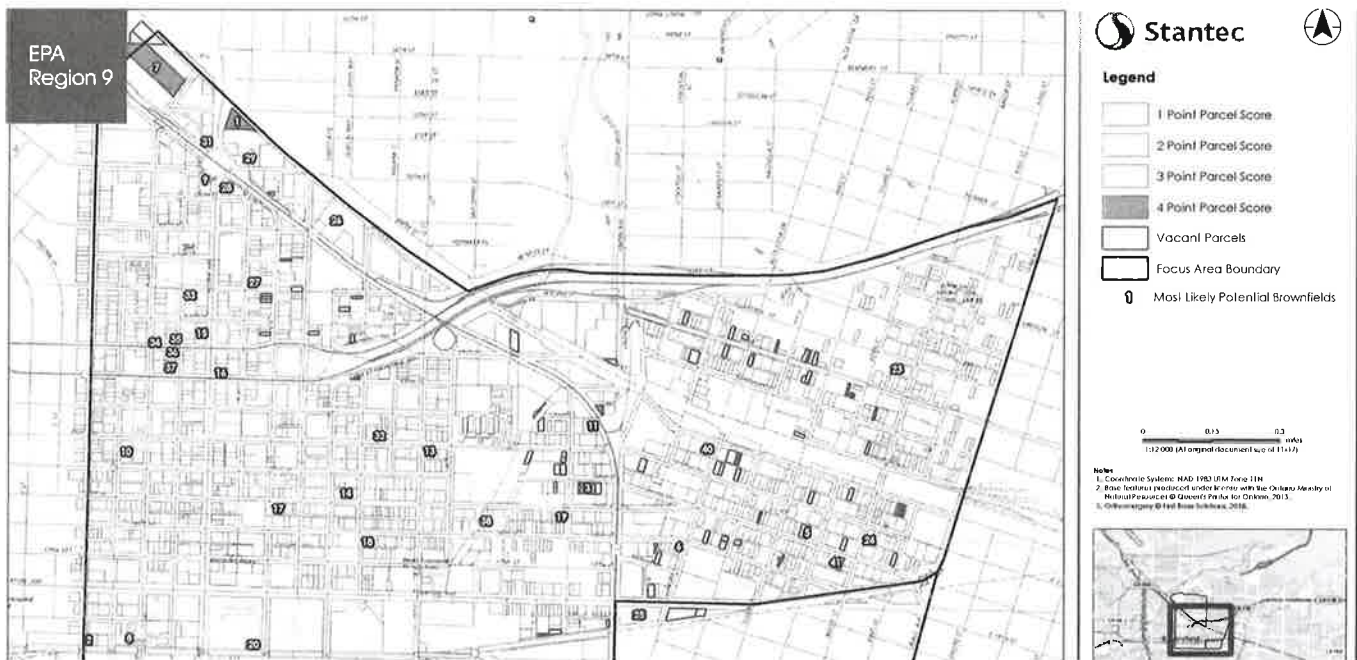
### Relevance:

- Prepared successful \$400K EPA Brownfields Grant application
- Completed brownfields GIS inventory
- Completed market reuse study for 1.15 million SF industrial plant
- Conducting multiple Phase I/II ESAs
- Reuse planning for \$28 M museum expansion and \$15 M mixed use development

**We assisted the City in securing, and are currently implementing a \$400,000 EPA FY2015 Brownfields Community-Wide Assessment Grant.**

Stantec first assisted the City of Lodi in preparing a successful application for a \$400,000 EPA Brownfields CWA Grant awarded in 2016. Stantec was also retained to implement the grant funded project. The project is focused on a variety of vacant and underutilized properties in or near downtown Lodi, including two former fire stations, a former warehouse, a 66-acre industrial property, a 9-acre former rail facility, and a half-block of vacant commercial buildings. As of November 2018, Stantec has completed a comprehensive GIS inventory and prioritization of brownfield sites, as well as the public outreach task. Phase I ESAs have been completed on 10 parcels. SAPs have been prepared for hazardous building material surveys and/or soil, groundwater, and soil vapor sampling scheduled on 7 parcels. A detailed market study was completed on the 66-acre industrial property which is occupied by a 1.15-million square foot former General Mills cereal plant constructed in 1946 that closed in 2016. The market study was performed to help identify market feasible reuse options that would maintain industrial use of the parcel, which is served by rail, water, and power infrastructure. Funding is also being used to support a proposed \$28 million expansion of the World of Wonders (WoW) Science Museum to occupy the block containing the vacant commercial buildings, and a 9-acre mixed-use development on another portion of the former General Mills plant.

**Client:** City of Lodi



## EPA Brownfields Grant Writing and Implementation Services

### BAKERSFIELD, CA

#### Relevance:

- Prepared successful \$300K EPA Brownfields Grant application
- Completed brownfields GIS inventory
- Focus area linked to CA High Speed Rail project

**We assisted the City in securing, and are currently implementing a \$300,000 EPA FY2017 Brownfields Community-Wide Assessment Grant.**

Stantec assisted the City of Bakersfield in preparing a successful application for a \$300,000 EPA Brownfields CWA Grant awarded in 2017. The approved project scope of work includes completion of a comprehensive inventory and prioritization of brownfield sites in four target areas; completion of a public outreach and education program focused on brownfields; and completion of 8 Phase I ESAs, 6 Phase II ESAs, 2 remedial action plans, and 1 area-wide or site-specific reuse plan. The project is focused on brownfield sites in the downtown, Mt. Vernon neighborhood, and the Airpark, with emphasis on sites in the vicinity of the planned high-speed rail station. As of November 2018, the inventory task has been completed as well as two meetings of the BAC. The City is in the process of soliciting nominations of sites for use of funding from members of the BAC as well as other stakeholders. One nomination has been received and an eligibility determination request form prepared and submitted to EPA and the DTSC. The QAPP has also been completed and approved by EPA.

The inventory task was somewhat exceptional in including a parcel by parcel analysis for four target areas covering nearly 4,000 acres and encompassing nearly 4,300 parcels. The inventory is fully integrated with the City's GIS with the intent of enabling the City to further enhance and update the inventory as funding becomes available. As part of the inventory task, parcel data were integrated with environmental data obtained from EPA and DTSC databases. Historic Sanborn fire insurance maps, historical aerial photographs, and city directories were obtained and reviewed for parcels located within the Downtown/Old Town focus area. Tax assessor records were also reviewed for parcels in the Downtown/Old Town focus area. All parcels were scored based on four brownfields criteria, resulting in 17 "4-point" parcels and 478 "3-point" parcels. These were compared to assessor data and Google Street View images to identify 65 "potential brownfields" sites with 3-to 4-point scores, documented historic land uses with the potential for causing environmental impacts, and a vacant status.

**Client:** City of Bakersfield

City of Fresno | U.S. EPA Brownfield Application and Implementation Assistance Services



## EPA Brownfields Grant Implementation Services

SONOMA COUNTY, CA

### Relevance:

- Implementation of \$392K EPA Brownfields CWA Grant
- Completed brownfields GIS inventory
- Focus on affordable housing and transit-oriented development
- Phase I/II ESAs on 16 parcels (in progress)

**We are currently assisting the Sonoma County CDC with implementation of a \$392,000 EPA Brownfields Community-Wide Assessment Grant awarded to the Sonoma County CDC in 2016.**

The target area for the grant is the Roseland Neighborhood, a 1.25 square mile economically distressed area within the City of Santa Rosa. The focus area is a 1-mile stretch of Sebastopol Road which contains over 50 potential brownfield sites that had historical automotive service/repair or industrial site uses. A comprehensive GIS brownfields inventory was completed as well as several outreach meetings to area residents and the brownfields advisory committee. As a result of these efforts, a total of 16 parcels were nominated by property owners for use of funding, including a junk yard, former concrete plant, two former gas stations, a former bulk fuel depot, and miscellaneous other commercial and industrial properties. Stantec prepared eligibility determination requests for all 16 parcels, which were all subsequently approved for use of both hazardous substance and petroleum funding. As of November 2018, Phase I ESAs are in process for all 16 parcels and an area-wide SAP has been prepared for hazardous materials testing to be completed on approximately 20 buildings to be demolished in preparation of the parcels for redevelopment. The parcels on which funding is being utilized are being jointly marketed for redevelopment by a coalition of property owners and encompass a 3-block area totaling approximately 10 acres located within 0.5 miles of the City's downtown commuter rail station. Funding is being allocated for these sites as they are approved for development of workforce and affordable housing, and could potentially support construction of 600 or more in the County, which was exacerbated by the destruction of 5,500 units in 2017.

**Client:** Sonoma County Community Development Commission





## Brownfields Program Support Services and EPA Brownfield Grant Writing

LOS ANGELES, CA

### Relevance:

- Strategy consulting for City of Los Angeles Brownfields Program
- Providing funding/grant strategy for major brownfield sites
- EPA Brownfields Grant writing (in progress)

### **Stantec is assisting the City of Los Angeles with grant writing, strategy consultation, and other services in support of the City's Brownfields Program**

In 2017, Stantec was awarded a multi-year contract by the Los Angeles Department of Sanitation (LASAN – which manages the City of Los Angeles Brownfields Program) to provide support services for the City's Brownfields Program under task order solicitation SN-87. Our scope of services includes: (a) on-call technical consultation and research pertaining to various site-specific, regulatory, and programmatic brownfields issues, (b) grant writing, (c) project delivery services for potential or grant-funded brownfield sites within the City and (d) development of promotional materials for the City's brownfields program. Stantec is nearing the end of the initial year of implementing the task order. Work is coordinated through LASAN, but involves coordination with other City departments relevant to the City's Brownfields Program, including but not limited to the Department of Recreation and Parks, Housing and Community Investment, Economic and Workforce Development Department, Department of Water and Power, and the Mayor's and City Council offices. Assignments completed to date have included completion of a comprehensive review of potential grant and funding sources available to support cleanup of major brownfields sites (requiring \$10 million or more of cleanup), technical consultation on supplemental environmental assessment activities required for redevelopment of a former shopping center (Marlton Square), and consultations related to strategies for pursuit of future EPA Brownfields Assessment, Multi-Purpose, and Cleanup Grants. Stantec is currently assisting the City with preparation of an application for an EPA Brownfields Cleanup Grant as part of the FY2019 Grant Competition for one of the City's highest priority brownfield sites.

**Client:** City of Los Angeles



## EPA Brownfields Grant Implementation Services

RICHMOND, CA

### Relevance:

- Implementation of \$400K EPA Brownfields CWA Grant
- Completing multiple Phase I/II ESAs
- Focus on affordable housing development
- Collaboration with the Richmond Community Foundation

Stantec is currently assisting the City of Richmond with implementation of a \$400,000 Brownfields CWA Grant awarded to the City in 2016. The grant is focused on a number of the City's most economically distressed residential neighborhoods and is being used to support efforts by the Richmond Community Foundation to develop affordable housing for first-time home buyers. The focus for the grant is unusual in that the sites being targeted for use of funding are primarily residential parcels either currently or formerly occupied by single family homes, which were either subject to foreclosure or abandonment. Although subject solely to residential land uses, the parcels are located in older neighborhoods in close proximity to heavy industrial facilities, and subject to long-term fallout from airborne pollution sources, as well as lead-based paint, asbestos and other hazardous building materials used in the construction of the residences during the 1920s through 1950s. In addition, many of the lots were subject to illegal dumping following demolition of the former residences. The severely deteriorated condition of some of the residences has resulted in the need for special health and safety measures as part of the Phase I ESAs, which are being conducted to support purchase of the properties by the Richmond Community Foundation for either renovation or construction of new housing (on vacant lots or where structures are beyond repair). As of November 2018, Phase I ESAs have been completed on an initial set of seven parcels nominated by the Richmond Community Foundation. In addition, pre-demolition/renovation surveys for asbestos, lead-based paint and other hazardous building materials have been completed on two parcels on which residences were still present. In order to more efficiently complete the pre-demolition/renovation surveys, an area-wide SAP was prepared and approved by EPA enabling testing to be performed on this and other buildings without the expense of preparing individual site-specific SAPs. Stantec is also assisting the City with completion of required quarterly and annual progress and MBE/WBE reporting.

**Client:** City of Richmond

## Local Environmental Services Experience

We have been a leading provider of consulting services in California for over 25 years and serve an extensive list of public and private environmental restoration and brownfield redevelopment clients throughout the state, including the City of Richmond, Sonoma County, City of Lodi, City of Sacramento, City of Bakersfield, Caltrans, PG&E, BPARCO, 7-Eleven, and Chevron Corporation. We look forward to leveraging our wealth of local experience to build an effective working relationship with the City.

### Groundwater Monitoring and Reporting for Blue Hills Disposal Facility

FRESNO, CA

#### Relevance:

- Fresno area project
- Environmental monitoring at former landfill site
- Working directly for DTSC

The Blue Hills Disposal Facility (Site) is located in the Coalinga Oil Field in western Fresno County, approximately 9 miles northeast of Coalinga, California. The Site was originally used as a Class I disposal facility for disposal of empty agricultural containers. The facility was also occasionally used to dispose of hazardous materials from California state agencies and from the Federal Government. All waste disposal operations at the Site ceased in October 1991, and it is currently in Closure-Postclosure Maintenance. Stantec is conducting semi-annual groundwater monitoring and reporting for the Site including statistical evaluation of the data using the Sanitas statistical program and the uploading of all required information to GeoTracker. Stantec has also prepared a revised Sampling and Analysis Plan (SAP) for a Corrective Action Program that includes changing the sampling methodology to micro-purge. Stantec is conducting closure/ post-closure inspection of the facility and continually assessing the effectiveness of monitored natural attenuation at the Site. Based on the analytical results and the statistical analyses, Stantec worked with the lead agencies for the Site (DTSC and the RWQCB) to reduce the number and frequency of the wells sampled and was instrumental in the decommissioning of several wells that could no longer be used for monitoring; for reasons including a drop in water levels and the presence of naturally occurring crude oil.

**Client:** California Department of Toxic Substances Control

### A&M Industries Phase I ESA

MODESTO, CA

#### Relevance:

- Central Valley project
- Phase I ESA in support of property transaction

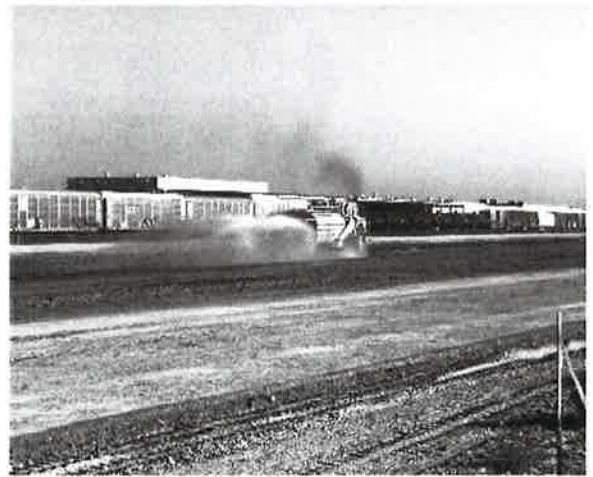
**Stantec performed 2 Phase I ESAs for the A&M Industries prior to sale of the properties.**

Stantec performed 2 Phase I Environmental Site Assessments (ESAs) for properties being sold by A&M Industries in Modesto, California. The Phase I's were performed in conformance with the scope of work and limitations specified in ASTM E1527-05, Standard Practice for Environmental Site Assessments: Phase I ESA process as a means of fulfilling the "all appropriate inquiry" (AAI) requirement established by the Code of Federal Regulations, Title 40, Part 312 to obtain protection from environmental cleanup liability under CERCLA.

The project included research and review of available published and unpublished documentation regarding the site, history of usage, and other pertinent information that might indicate the potential for recognizable environmental conditions.

A site reconnaissance was performed to document visible indications of recognizable environmental conditions, data evaluations of conditions that might adversely impact the subject property, and a report summarizing our findings and recommendations.

**Client:** A&M Industries



## California High Speed Rail D-B Project Construction Package 2-3

FRESNO, CA

### Relevance:

- Fresno area project
- Broad range of planning and engineering services for 65-mile segment of CA High Speed Rail project

As a key partner on the Project/Construction Management (PCM) team, we are helping deliver the \$1.4 billion Construction Package (CP) 2-3—a 65-mile project from the terminus of CP1 at American Avenue in Fresno to 1 mile north of the Tulare-Kern County line.

California's high-speed rail (HSR) project is underway in the Central Valley and through strong project management, Stantec has been at the forefront in moving this project to construction. As a key partner on the Project/Construction Management (PCM) team, we are helping deliver the \$1.4 billion Construction Package (CP) 2-3—a 65-mile project from the terminus of CP1 at American Avenue in Fresno to 1 mile north of the Tulare-Kern County line. This project is the backbone of the 120-mile Initial Operating Section of the program and encompasses 65 miles of new HSR alignment through 3 counties, including 3 major rail-to-rail junctions, 30 new grade separations, 3 miles of HSR structures and viaducts, 1 future site of a HSR station, 15 million cubic yards of mainline embankment, and 13 interface locations with Caltrans.

The PCM serves as CHSRA's eyes and ears on the ground in the Central Valley. We are working closely to provide assurance to the people of California that technical and contract requirements, including costs, are met for CP 2-3. To that end, we are responsible for engineering/design, environmental, right-of-way and quality oversight.

We are leading railroad coordination with Burlington Northern Santa Fe (BNSF), Union Pacific Railroad (UPRR), an agricultural short line, and Amtrak's San Joaquin; as well as verifying over HSR technical compliance.

To accommodate the double track HSR alignment, 6 miles of BNSF mainline tracks, including a yard are being realigned up to a maximum of 300 feet to accommodate the 250-MPH HSR design.

**Client:** California High Speed Rail Authority



## 7-Eleven Portfolio Management

MULTIPLE COUNTIES, CA

### Relevance:

- Fresno area project (partial)
- Assessment, monitoring, and remediation at 43 petroleum release sites

**Within two years of the commencement of this contract, the strategies developed to assess, monitor, and remediate a portfolio of 43 sites with leaking underground storage tank sites, resulting in 10 successful closures.**

Stantec provides environmental remediation services for a portfolio of 43 sites with leaking underground storage tanks on properties throughout Fresno, Riverside, San Bernardino, Inyo, and Kern Counties, California. Collectively, five Regional Water Quality Control Boards, multiple local programs, and four air quality boards provide regulatory oversight for these sites. Project services include developing site-specific assessment, monitoring, and remediation strategies; overseeing the work of field service contractors; data interpretation; communicating with the client and regulatory agency personnel; evaluating cost savings options and developing annual budgets for each site; and preparing requisite reports for submittal to regulatory agencies. Ensuring that project activities, including the work of field service contractors, comply with all applicable requirements and permit conditions is essential for successful case closures. Soil vapor extraction, ground water extraction, and/or air sparging technologies support the remediation activities ongoing at 22 of the remaining sites.

**Client:** 7-Eleven

## Subconsultant Project Examples



### Elm Avenue Brownfields Area-Wide Plan + Implementation Strategy

FRESNO, CA

#### Relevance:

- Fresno area project
- Implementation of \$175K EPA Brownfields AWP Grant
- Work with City of Fresno planning staff

In Southwest Fresno's Elm Avenue corridor, industries and auto service uses have come and gone, leaving sites that may be contaminated in their wake. A lack of private sector investment has been matched by substandard infrastructure. At the same time, Southwest Fresno possesses decent housing within reach of working families, good access to jobs and great cultural diversity.

WRT is working with the City of Fresno and a team including Center for Creative Land Recycling (CCLR), HR&A, and Urban Diversity Design to craft an EPA grant-funded Brownfields Area-Wide Plan and Implementation Strategy. This effort aims to leverage federal and State funding sources to bring public realm investments and private sector development one step closer to reality. The Plan will identify fundable public projects and concrete strategies for the reuse of "catalyst" development sites.

**Client:** City of Fresno



### Fresno Parks Master Plan

FRESNO, CA

#### Relevance:

- Fresno area project
- Work with City of Fresno planning staff

In December 2017, WRT completed Fresno's Park Master Plan Update, Imagine Your Parks 2050. This was the first Parks Plan for Fresno since 1989, and it comes after many years of urban growth and transition. WRT worked with the City of Fresno Parks Department to re-evaluate its level of service classification and analyze areas of need and plan for future growth with on-the-ground parks assessments and extensive GIS mapping related to current access, park amenities, and demographics. The plan focuses on the principles of access, equity, health, and safety. The plan consists of a high-level vision component and a more robust master plan that focuses on design standards, maintenance practices, funding, and operations. The written plan was developed with substantial community outreach with stakeholders, mobile workshops with citizens and city-wide meetings.

**Client:** City of Fresno



# Representative Résumés and Subcontractor Information

We have assembled a strong team of our top experts to **deliver** the best project experience possible. On the following pages you will find information on their experience and why we selected each individual for this team.



Stantec  
Résumés



**Neil Doran, PG**  
Project Manager



**Years of Experience**

20

**Education**

BS, Geology, San Francisco State University, San Francisco

**California Registrations**

Professional Geologist #8503, State of California

**Office Location**

Rocklin, CA

Neil is a senior geologist within the environmental services practice and supports brownfield development clients across Northern California and serves as a subject matter expert for site investigation. He is a California-registered geologist with 20 years' experience in due diligence assessments (Phase I and II), site assessment design and implementation, geologic and hydrogeologic characterization, remediation planning and implementation, human health risk assessment and management, and development and implementation of in-situ bioremediation programs. Neil has successfully managed environmental investigation projects for large utility providers, major technology companies, and land developers, with an emphasis on collaborative relationships with regulatory and public stakeholders to ensure achievement of project objectives. Currently, Neil serves as project manager for implementing EPA Brownfield Grants in Richmond, Lodi, Bakersfield, and Sonoma County, California.

**Neil's Relevant Project Experience**

**EPA Brownfield Grant Management, City of Richmond (Project Manager)**

**Richmond, CA** // Neil manages implementation of a \$400,000 EPA Brownfield Grant for the City of Richmond, California. The focus of the project is the revitalization of underutilized and/or abandoned residential properties within five underserved neighborhoods, working in partnership with the Richmond Community Foundation (RCF), a local non-profit entity. Stantec assisted the City with evaluating available inventory, performing community outreach, and submitting appropriate work plans to the EPA. To date, Stantec has performed seven Phase I environmental site assessments and two hazardous materials assessments on abandoned properties prior to their purchase and redevelopment for residential housing by the RCF. This infill of affordable housing fills a critical need in the City.

**EPA Brownfield Grant Management, City of Lodi (Project Manager) Lodi,**

**CA** // Neil manages implementation of a \$400,000 EPA Brownfield Grant for the City of Lodi, California. The focus of the project is performing assessment, cleanup planning, and community outreach activities for brownfield sites in five focus areas in the downtown, heavy rail, and highway corridors. Stantec has assisted the City with inventory and outreach activities and completed multiple Phase I ESAs facilitating sale and reuse of target properties. Stantec completed a Phase I ESAs incorporating five parcels targeted for purchase and redevelopment to facilitate expansion of a regional science museum. Stantec subsequently scoped completion of a hazardous materials survey and limited soil assessment to define the building demolition costs and determine any needed soil handling procedures. The museum project is a significant infill project for the City's downtown area that is anticipated to significantly increase developer/investor interest and bring new life the area.



## Neil Doran Continued:

### **EPA Brownfield Grant Management, Sonoma County Community Development Commission (Project Manager)**

**Santa Rosa, CA** // Neil manages implementation of a \$392,000 EPA Brownfield Grant for the Sonoma County Community Development Commission in Santa Rosa, California. The focus of the project is assessment of a mile-long travel corridor containing over 70 brownfield sites, with the goal of improving the livability of the neighborhood and facilitating and attracting economic investment. Stantec assisted the commission with evaluating inventory along the focus corridor and completing community outreach exercises. Stantec is in the process of completing Phase I ESAs for 16 contiguous properties in the core of the focus area, with the goal of redeveloping the properties for residential housing. Following historically destructive wildfires in 2017, the City of Santa Rosa lost nearly 3,000 homes, further exacerbating a need for residential housing in Santa Rosa. The coalition development project has the potential to be transformative for the neighborhood and for addressing local housing needs.

### **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. Historical investigations indicated chemical impacts to shallow soils from metals, petroleum hydrocarbons, PCBs, and polyaromatic hydrocarbons. Investigation and remediation activities were completed under a voluntary cleanup agreement with the DTSC, with the ultimate goal of certifying the site for unrestricted use. Stantec completed a Preliminary Endangerment Assessment that included a human health risk assessment and site-specific cleanup goals for constituents of concern. Following DTSC approval, Stantec prepared a Removal Action Work Plan recommending site-wide excavation of soils to approximately 1.5 feet. The DTSC approved the cleanup goals and the remedial approach, and excavation was completed in June 2009. During the remediation phase, Neil worked closely with the utility provider and DTSC as dynamic field conditions arose which required variations from the proposed scope of work. This relationship, consisting of daily site visits from DTSC staff and frequent discussion of field conditions and analytical data, was crucial in ensuring ultimate regulatory approval of the remediation and certification of the site for unrestricted use.

### **DTSC and the California Regional Water Quality Control Board (RWQCB), Sacramento Railyards Project, (Task Manager) Sacramento, CA**

// Neil was a key member of the Stantec team performing environmental characterization and subsequent soil removal on an 18-acre property located in the Sacramento Railyard brownfield redevelopment site. Site investigation activities consisted of characterization of soil and groundwater chemical conditions attributed to historical site operations; characterization of soil vapor conditions and assessment of potential human health risk under proposed re-use of the site as a hospital; and targeted removal of impacted soils. Work was performed with oversight from the DTSC and the RWQCB, and completion of the project benefitted from significant stakeholder involvement with regulatory and municipal entities.

### **The Vale Project, Confidential Client (Project Manager) Sunnyvale, CA**

// Neil managed environmental activities related to residential redevelopment of an active Superfund site in Sunnyvale, California. On behalf of Stantec's client, Neil's team decommissioned and replaced the existing groundwater extraction and treatment system in coordination with redevelopment plans; oversaw removal and onsite burial of pesticide-impacted soils; remediated a former retail gasoline station for reuse as a public park; and developed a vapor management plan to allow future owners and occupants with a resource for understanding risks associated with potential intrusion of volatile vapors from underlying groundwater. Stantec designed a vapor mitigation plan to confirm the effectiveness of sub-slab vapor barriers installed beneath future buildings and will carry out sub-slab vapor sampling during several phases of construction.

Ralph Carson, PG  
Local Liaison



#### Years of Experience

20

#### Education

BS, Geology, California State University, Fullerton

#### California Registrations

Professional Geologist (PG) #7454

#### Office Location

Fresno, CA

Ralph has more than 20 years of experience in conducting and managing environmental investigations and remediation projects including monitoring well installations and development, hydraulic testing, soil and groundwater remediation, waste compliance and disposal, pipeline investigations, and underground storage tank (UST) removal and remediation. He is skilled at conducting site investigations, remediation, and waste disposal.

#### Ralph's Relevant Project Experience

**Phase I and Phase II ESAs, Various Sites, Fresno, Madera, Kings, Tulare, Kern Counties, CA** // Ralph performed numerous Phase I ESAs for residential and commercial developers, solar power generating facilities, and environmental clients. The properties included active industrial and commercial buildings, vacant buildings, vacant lots, large agricultural areas, and automotive maintenance facilities. Based on the Phase I ESA results, Ralph oversaw the Phase II ESAs that included ground penetrating radar and geophysical investigations, site investigations including hand auger, GeoProbe, and drill rig sampling, soil classification, sample collection, and field documentation. Ralph prepared Phase II ESA reports summarizing the field activities and analytical results.

**Los Banos Fairgrounds Maintenance Facility (Project Manager) Los Banos, CA** // Ralph managed the investigation and quarterly/ semi-annual groundwater monitoring and reporting of the Los Banos Fairgrounds Maintenance Facility. Ralph managed the installation of additional groundwater monitoring wells to further determine the extent of petroleum hydrocarbon-impacted groundwater. He also coordinated the waste compliance and proper disposal of waste products from the drilling and sampling activities. Ralph prepares the groundwater monitoring reports for submittal to the Regional Water Quality Control Board.

**Gustine Corporation Yard Site, (Project Manager) Gustine, CA** // Ralph manages the quarterly/semi-annual groundwater monitoring and reporting at the Gustine Corporation Yard Site for the Merced County Department of Public Works. Ralph managed the air-sparging and bio injection wells at the site as part of an existing remediation system.

**Caltrans, Soil Vapor Extraction and Air Sparge System Construction Management and Operation, Maintenance, and Monitoring, Coarsegold, California (Task Order Manager)** // As Task Order Manager, Ralph supervises the re-starting and repair of a soil-vapor extraction and air-sparging remediation system at this UST site. The project involved air monitoring and sampling, groundwater monitoring and sampling, and site inspections. He prepared monthly status reports and quarterly reports of the groundwater and SVE and air-sparging remediation system.



## Ralph Carson Continued:

### **Hydrogeologic Investigation and Quarterly Groundwater Monitoring, Riverside Cement Company, Oro Grande (Senior Geologist)**

// Ralph managed all field activities associated with the hydrogeologic investigation of the nature and extent of hexavalent chromium in the groundwater. This involved groundwater monitoring, well and piezometer installation, geophysical surveys, hydraulic testing (constant-discharge pumping tests and slug tests), long-term groundwater level monitoring, and treatment and disposal of Cr6-impacted groundwater.

### **Purity Oil Sales Superfund Site, Golden State Market, UST Removal (Project Manager) Fresno, CA**

// Ralph served as project manager for the removal of three 6,000-gallon USTs. Investigation of petroleum hydrocarbon impacted soil was conducted. He supervised the purging and cleaning of the USTs prior to their removal from the sites and prepared the UST removal and closure report for the site.

### **Purity Oil Sales Superfund Site (Project Manager) Malaga,**

**CA** // Ralph manages all field activities associated with the decommissioning and installation of replacement monitoring wells, groundwater monitoring, maintenance of the engineered cap, site inspections, and overall maintenance of the site. Ralph also manages and schedules the testing and discharging of purge water, and report preparation.

### **Site Investigation and Remedial Action Report for the North Fuel Depot and Installation of a Multi-Phase Extraction System, (Associate Geologist) Kunsan Army Base, Korea**

// Ralph managed and performed an investigation at the fuel depot at Kunsan Army Base. The investigation involved bore hole logging and the installation of monitoring wells and lysimeters. The investigation identified the horizontal and vertical extent of the contamination within the soil and groundwater. Ralph performed a groundwater pumping test to define the hydrogeologic conditions at the site. Isopach maps were drawn delineating the contamination concentrations. A multi-phase extraction system was designed and installed onsite to remediate the contaminated groundwater. He developed a site conceptual model of the site from the field work and remediation of the petroleum contamination.

### **Tripler Army Medical Center Landfill Comprehensive Field Investigation Report\*, U.S. Army Corps of Engineers (Associate Geologist) Honolulu, HI**

// Ralph managed the geologic and hydrogeologic investigation at Tripler Army Medical Center Landfill. The project involved multiple borings and soil classification of the local soils and bedrock, mapping of the site and local outcrops, and installation of monitoring well and lysimeters in and around the landfill. He determined the horizontal and vertical extent of the soil and groundwater contamination. A site conceptual model was created for the landfill based on the field work and report. Ralph also prepared a report summarizing the field investigation work and site conceptual model.

## Chris Gdak

Brownfield Grant Program Lead /  
Senior Grant Strategist / QA/QC



### Years of Experience

17

### Education

BS, Civil/Environmental  
Engineering, University of Western  
Ontario,

### Office Location

Bellevue, WA

Chris is a principal within the environmental services practice and leads Stantec's western US brownfields team. He is a civil/ environmental engineer with over 17 years specializing in all facets of brownfield redevelopment projects, from preparing successful grant applications to helping clients implement effective long-term brownfield redevelopment programs.

Chris has assisted communities with over 50 successful EPA Brownfield Grant projects in more than 10 states. As the Stantec team's Subject Matter Expert for Brownfields, he is currently providing management and QA/QC and strategy support for EPA brownfield grants for 27 clients throughout the U.S.

Chris has provided project management or senior oversight on EPA Brownfield Grant Projects for the following clients in California: Sonoma County, Richmond, Lodi, Stockton, Bakersfield and Los Angeles. As a project manager or senior Brownfield Grant strategist, he provides QA/QC oversight of all aspects of these projects including grant writing/funding assistance, management and reporting, community outreach/public involvement, site inventory and prioritization, Phase I/II ESAs, and site-specific cleanup/reuse and AWP.

### Chris' Relevant Project Experience

#### **EPA Brownfield Grant Management and Implementation Assistance, Various Communities throughout the US (Technical Manager/Support)**

// Chris has managed and/or assisted with technical aspects of more than 50 EPA Brownfields Grants, including projects in California, Arizona, Nevada, New Mexico, Utah, Colorado, Oregon, Washington, Idaho, Alaska, Wisconsin, Indiana, Vermont and New York. Chris leads all aspects of EPA Brownfields Grant application and implementation projects, including QA/QC oversight, grant management and reporting, community outreach/public involvement, site inventory/prioritization, eligibility negotiations, Phase I/II ESAs, cleanup planning, and AWP. In EPA Region 9, his team has and/or is currently managing EPA Brownfield Grant projects for ten communities, including six in California (Los Angeles, Bakersfield, Stockton, Lodi, Richmond and Sonoma County), two in Nevada (Clark County and Henderson) and two in Arizona (Phoenix and Cochise County).

As Stantec's EPA Brownfields Team and Funding Specialist for the Western U.S., Chris is also providing QA/QC oversight for implementation of EPA Brownfields CWA Grants for 15 clients in EPA Region 10 (including communities in AK, ID, OR and WA), six clients in EPA Region 8 (three in Utah and three in Colorado), and one client in EPA Region 6 (Bernalillo County NM). His previous EPA Grant experience includes projects for Spokane, Vancouver, Everett, and Kent, WA; Deschutes County, OR; Milwaukee, WI; and Elkhart County, Goshen, and Muncie, IN. He recently assisted Kent, Everett and Spokane with preparing Final Closeout Reports and Success Stories for submittal to EPA. These grantees received an excellent review and EPA complimented Stantec on the quality of reports.



## **Chris Gdak Continued:**

**EPA Brownfields Grant Funding Acquisition, Various Communities throughout the US** // Chris has secured EPA Brownfields Grants on behalf of dozens of urban and rural communities, including CWA, AWP, and Cleanup Grants. Since 2012, Chris' team has assisted clients with preparing over 50 successful EPA Brownfields Grant applications, totaling \$16.3M. During the FY2015 EPA Brownfields Grant competition, Chris' team secured 100% of the CWA Grant funding awarded in EPA Region 10! During the FY2016 competition, Chris' team secured CWA Grants on behalf of eight communities (including Mat-Su Borough). During the FY2017 competition, Chris' team secured nine CWA Grants and three Cleanup Grants, totaling \$5M on behalf of 10 communities (including the MOA and KIB). Most recently Chris' team secured seven CWA Grants and one Cleanup Grant on behalf of eight communities during the FY18 competition.

**EPA Targeted Brownfield Assessment (TBA) Funding Acquisition, Various Communities** // Chris has also helped Stantec's EPA Brownfield CWA Grant clients secure EPA TBA funding ranging from \$25K-\$100K to fund additional ESA and cleanup planning activities on priority brownfield sites, particularly for sites that are determined to be ineligible for use of funding from CWA Grants (e.g. where the grantee is also the responsible party, etc.). Communities Chris has assisted with TBA applications include Anchorage, AK; Natives of Kodiak, AK; Vancouver, WA; and Spokane, WA.

## **Environmental Due Diligence - Over 500 Sites, Multiple Clients throughout the U.S. (Project Management)** //

Chris has completed environmental due diligence projects at over 500 sites since 2001, specializing in historic fill/metals-impacted sites, petroleum-impacted sites, and dry cleaner/solvent contamination sites. Sites include a wide variety of residential, commercial, industrial, and institutional properties. Chris performed project management, research, planning, oversight, and performance of surface/subsurface investigations, including soil, sediment, sludge, groundwater, soil gas, and surface water sampling; design, operation, and maintenance of various remediation technologies; preparation of Phase I/II ESA Reports, Remedial Investigation (RI)/ Feasibility Study (FS) Reports; and development of Remedial Objectives (RO), Analysis of Brownfield Cleanup Alternatives (ABCAs), and Cleanup Action Plans (CAPs).

**Phillips 66 Sites, WA and OR (Project Manager)** // Chris managed the environmental liabilities of over 100 Phillips66 Sites in Washington and Oregon over a three-year period. His work included UST removals, facility decommissioning, compliance monitoring, and investigation and remediation of releases of petroleum hydrocarbons and related constituents at retail gas stations, bulk storage facilities, terminals, and pipelines. This work resulted in site closures through the respective state regulatory agencies, and EPA Region 10.

## David Holmes, PG

Lead Grant Writer / Senior  
Grant Specialist / QA/QC



### Years of Experience

32

### Education

MS, Geology, University of  
Wisconsin

BS, Geology, University of  
Wisconsin

### Registrations

Professional Geologist (PG) #887-  
13, State of Wisconsin

### Office Location

Mequon, WI

David has 32 years of professional experience performing and managing environmental assessment, investigation, and cleanup projects with an emphasis on helping public and private sector clients to secure funding to implement these projects at brownfields and other redevelopment sites. David has worked on hundreds of brownfield sites on behalf of local governments throughout the U.S. He has exceptional experience securing state and federal grants to support brownfields redevelopment and habitat restoration projects (with more than 136 grants and \$32.5 million in funding secured to date).

### David's Relevant Project Experience

#### **EPA Brownfield Grant Implementation, Sonoma County and the Cities of Bakersfield, Lodi, and Richmond, CA (Environmental Services Support)**

**California** // David is currently assisting with implementation of EPA brownfield assessment grants awarded to Sonoma County and the Cities of Bakersfield, Lodi, and Richmond, CA. Each local government received grants for both petroleum and hazardous substance brownfield sites. Activities performed included assistance with preparation and/or quality assurance reviews of eligibility determination requests, site-specific and area-wide sampling and analysis plans, Phase I and II ESA reports, QAPPs, and quarterly reports. In addition, David is assisting with the inventory and outreach tasks as well as overall implementation strategies.

#### **Brownfields Program Support Services, City of Los Angeles, (Lead Grant Writer) Los Angeles, CA**

// David is serving as the lead grant writer for a contract for brownfield program support services awarded to Stantec by the City of Los Angeles in 2017 (Task Order Solicitation SN-87). David is provided strategy recommendations related the USEPA grant program, included types of grants to pursue, target areas and sites, coalition and other partners, in addition to serving as the lead writer for a planned EPA Cleanup Grant for the 40-acre River Park site on the LA River.

#### **EPA Brownfield Assessment, Cleanup, AWP, and Revolving Loan Fund (RLF), Various Clients (Grant Writer)**

// Since 2005, David has authored or coauthored 90 successful applications to the EPA for Brownfield Assessment, Cleanup, AWP and RLF Grants totaling \$19.1 million in funding. David has worked with local units of government (including cities, counties, and regional agencies) as well as non-profit organizations in 17 states (CA, AK, CO, FL, IL, IN, KS, MN, ND, NY, OR, SC, SD, UT, VT, WA, and WI) in pursuing these grants. David has had significant success in working with first time grant applicants lacking previous experience in securing funding from EPA. Including grants resulting from resubmittals, David's overall success rate in securing funding for these clients exceeds 95%.



## David Holmes Continued:

**EPA Brownfield Grant Implementation** // Since 2005, David has assisted with implementation of more than 70 EPA brownfield grants in 18 states: CA, AK, CO, IL, IN, KS, MN, ND, NV, NY, OR, SC, SD, TN, UT, VT, WA, and WI. Responsibilities have included preparation of Quality Assurance Project Plans, preparation of eligibility determination requests, preparation of site-specific sampling and analysis plans, Phase I and II ESAs, environmental site investigation report, remedial action plans, quarterly and annual reporting, brownfields inventories, outreach support, and area-wide and reuse planning support.

**Site Redevelopment Program Development, Washington County, (Environmental Services) WI** // David is assisting Washington County in the development of a County-led Site Redevelopment Program - a joint effort between the County Planning and Parks Department and the County's lead economic development agency. A goal for the program is to integrate the County's redevelopment efforts focused on brownfields with the County's economic development and business retention /recruitment efforts, with a goal of maximizing the extent to which brownfields redevelopment can spur private investment and jobs creation. David served initially on an "economic toolbox" advisory committee for the County's lead economic development agency, one outcome of which was the successful application for a \$600,000 EPA Coalition Brownfields Assessment Grant awarded in 2014, as part of a coalition that included five cities and villages.

David managed implementation of grant-funded activities which included a county-wide inventory of brownfield sites, community outreach, and assessment and/or reuse planning for 20 priority brownfields sites. As of November 2018, \$45 million of redevelopment projects are either in planning or under construction on former brownfield sites assessed as part of the County's 2014 grant. In 2017, the Site Redevelopment Program launched using the County's initial EPA grant received a Planning Excellence Award from the American Planning Association Wisconsin Chapter. The success of the initial project was a key factor in the County being awarded a second \$600,000 Coalition Assessment Grant by EPA in 2017. David was the lead author for this second grant and is assisting with implementation of the grant-funded project.

**City of Milwaukee, Multi-Year Environmental Services Contracts (Project Manager) Milwaukee, WI** // David was the project manager for three multi-year environmental services contracts with the City of Milwaukee during 1994 through 2005. As part of these contracts, David managed more than 50 environmental assessment or environmental cleanup projects involving more than 500 vacant, abandoned, or underutilized brownfield parcels throughout the City. The sites assessed ranged from vacant former residential lots to landfills, abandoned historic manufacturing facilities, rail yards, gas stations, to a 5-1/2 block former freeway corridor targeted for commercial redevelopment. A majority of the projects were performed in conjunction with redevelopment of City-owned parcels by private developers, or sites targeted for acquisition by the City. A significant number of projects were performed in conjunction with USEPA or other state and federal grants. Milwaukee is noteworthy in having received more EPA brownfields grants than any other local government in the U.S.

**Brownfields Program\*, Elkhart County (Lead Grant Writer/ Project Manager) Elkhart County, IN** // David was responsible for implementation of two EPA brownfields assessment grants awarded to Elkhart County in 2006. David wrote the grant applications as well as applications for two additional assessment grants awarded by EPA in 2009. As part of the brownfield inventory and prioritization task, a custom web-based geographic information system (GIS) computer application (the "e-Atlas") was developed that uses ESRI ArcGIS Server technology designed specifically for brownfields identification, management, and analysis of environmental information. As part of the inventory, records for 5,600 potential brownfield sites stored in several non-spatial databases were mapped in the County's GIS and aligned with property parcels. In addition, more than 200,000 pages of paper inspection records collected for commercial and industrial properties throughout the County over 20 years as part of Groundwater Protection Program were indexed, scanned and linked into the County's document management system (Laserfiche). The web based GIS interface allows users to interact with the information via the map, and to view, query, buffer, and link to additional content. The e-Atlas subsequently served as the model for a similar system known as "INSIT" or Indianapolis Site Inventory tool, developed by the City of Indianapolis which is also a web based GIS application that utilizes ArcGIS Server technology.



**Miguel Cisneros**  
*Environmental Specialist*

**Years of Experience**

9

**Education**

BS, Geology, California State University, Fresno

**Languages**

English  
Spanish

**Office Location**

Fresno, CA

Miguel has more than nine years of experience in the environmental consulting industry. Miguel's experience includes biologic surveys, well installation and decommissioning, ground water sampling, soil sampling, site health and safety oversight, and Phase I and II environmental site assessments. He has been responsible for hazardous material assessments, remedial investigations, remedial evaluations and well installations, soil sampling, water sampling, and regulatory compliance. His site assessment background includes drilling (mud, air rotary, hollow stem and geoprobe), supervision of subcontractors and personnel, supervision of handling and disposal of hazardous and non-hazardous investigative derived waste, soil vapor sampling, storm water sampling, soil characterization, and UST removals. Miguel is fluent in Spanish and will be available to provide translation services at community meetings and individual correspondence/ meetings with key stakeholders, as needed.

**Miguel's Relevant Project Experience**

**Blue Hills Solid Waste Disposal Site, California Department of Toxic Substances Control (Environmental Support) Fresno County, CA** // Miguel performs groundwater monitoring and sampling at the Blue Hills Solid Waste Disposal Site. He also assists with compiling the analytical data and preparing reports.

**Cesar Chavez Foundation 5054 E. Kings Canyon, (Geologic Project Specialist) Fresno, CA** // Miguel performed a percolation test and was the health and safety oversight.

**101 Roosevelt Avenue (Geologic Project Specialist) Fresno, CA** // Miguel was the health and safety officer while abandoning wells at the site. The wells were pressure grouted and then over drilled.

**Purity Oil Sales Superfund Site - Remediation and Final Closure Planning, (Staff Geologist) Malaga, CA** // Miguel performs quarterly groundwater monitoring and sampling, compiles the analytical data, and prepares the quarterly reports.

**Former Coalinga Pump Station (Geologic Project Specialist) Coalinga, CA** // Miguel performed a site assessment at the former pump station. He hand augured multiple boreholes to delineate the extent of impacted soil. He was the active Health and Safety Officer while drilling and also generated geologic logs of the lithology.

**7-Eleven, Store #24180 (Geologic Project Specialist) Fresno, CA** // Miguel oversaw the well drilling, (via air rotary geoprobe), the well installation and well development of multiple wells at the 7-Eleven site. He was the health and safety officer while supervising the drill crew. Miguel logged the lithology of the wells installed and generated geologic logs using gINT.

**7-Eleven, Store #13916, (Geologic Project Specialist) Clovis, CA** // Miguel was the health and safety officer for the remediation equipment demobilization and site restoration at the site.



## **Miguel Cisneros Continued:**

**Phase 1 and Phase 2 ESAs, Mustang 2, (Geologic Project Specialist) Lemoore, CA** // Miguel performed a Phase I and II ESA for recurrent energy at the Mustang2 site which measured two miles by two miles. He placed lathe at the desired borehole locations using GPS and collected soil samples throughout site.

**Los Banos Spring Fair (Geologic Project Specialist) Los Banos, CA** // Miguel has installed multiple wells at the Los Banos Spring fair site. He logged the lithology and generated a geologic log using gINT. Miguel was the health and safety officer as the wells were drilled, installed and developed. Miguel performs groundwater monitoring.

**Groundwater Monitoring, Gustine Maintenance Yard (Geologic Project Specialist) Gustine, CA** // Miguel performs the groundwater monitoring as well as the SVE sampling at the Gustine Maintenance yard.

**Phase 1 Environmental Site Assessment, Corcoran 3, (Geologic Project Specialist) Corcoran, CA** // Miguel performed a Phase 1 Environmental Site Assessment for Con Edison. He was involved in the data gathering and report writing.

**Stormwater Sampling and Inspection, WalMart (Geologic Project Specialist) Tulare County, CA** // Miguel has assisted in the storm water sampling and inspection of the facility relative to best management practices for storm water pollution prevention.

**Phase 1 Environmental Site Assessment, Visalia Pavilion, (Geologic Project Specialist) Visalia, CA** // Miguel performed a Phase 1 Environmental Site Assessment at the Visalia Pavilion and was involved in the data gathering and report writing process.

**Coalinga Solid Waste Disposal Site (Geologic Project Specialist) Fresno County, CA** // Miguel has overseen the well drilling, the well installation and well development at the Coalinga Solid Waste Disposal Site as well as log the lithology.

**Riverside Cement Company, San Bernardino County, California** // Miguel performs quarterly groundwater monitoring and sampling at the Riverside Cement Company in Oro Grande, California. He also assists with compiling the analytical data and preparing the semi-annual reports, as well as performs quarterly site inspections.

**Vintage 2014 Blunt-nosed Leopard Lizard Surveys (Geologic Project Specialist /Health and Safety Lead) Avenal, CA** // Miguel assisted in the surveys for the federally endangered blunt-nosed leopard lizard, as well as other listed species such as San Joaquin kit fox, San Joaquin antelope squirrel, western burrowing owl, and giant kangaroo rat. Miguel was also the health and safety officer.

**Refugio Oil Spill (Geologic Project Specialist) Santa Barbara, CA**// Miguel was involved in the cleanup of the Santa Barbara coast line after the Refugio Oil spill. Miguel also assisted in the waste management of the impacted soils; biological materials, and boom.

**Jacqueline Brenner**  
*GIS Technician / Site  
Inventory Specialist*



**Years of Experience**

7

**Education**

MS, Environmental Sciences -  
Water Resource Science focus,  
Oregon State University

BS, Ecology and Evolutionary  
Biology, University of California,  
Santa Cruz

**Office Location**

Portland, OR

Jacqueline is an environmental scientist with experience conducting Phase I and Phase II ESAs, environmental remediation monitoring, creating GIS property and land use inventories, and conducting regulated building material surveys in assisting with brownfield redevelopment efforts. She is AHERA Asbestos Inspector certified.

**Jacqueline's Relevant Project Experience**

**Bakersfield Brownfield Inventory, City of Bakersfield (Environmental Support) Bakersfield, CA** // Jacqueline produced a Brownfield Inventory for the City of Bakersfield, California focused on five economic opportunity areas, with an in-depth inventory created for Downtown Bakersfield. She created a tax parcel and zoning database from GIS data collected by Kern County and provided by the City. EPA FRS and California Geotracker database listings were compiled for the five areas and geocoded to corresponding tax lots using address points and coordinate data. Hundreds of pages of aerial photographs, historical Sanborn maps, and city directories were reviewed, and past land uses and businesses of environmental concern were flagged and digitized into the parcel database. The sites most likely to be brownfields based on the collected environmental data were noted, and numerous redevelopment metrics were considered, such as location in the high-speed rail plan area and proximity to public transit. Likely candidate brownfields for redevelopment in each economic opportunity area were determined for a total of 61 properties.

**Portland Metro McLoughlin Corridor Brownfield Inventory** // Jacqueline created a brownfield inventory for McLoughlin Blvd., an arterial highway between Oregon City and Portland, Oregon that spans seven neighborhoods and four cities. Metro provided the tax parcel information for all communities in the corridor area, and Oregon Department of Environmental Quality (ODEQ) environmental database records were geocoded to the appropriate tax lots, while orphan sites were manually matched. Stantec contacted the Oak Lodge History Detectives, a local hobby historical society, who provided a spreadsheet of businesses residing at each address along McLoughlin Blvd. from the 1930s to 2015. Jacqueline matched the addresses to the appropriate tax lots and compiled the data in GIS. A desktop survey was conducted with Google Earth to notate the present-day conditions of each site. She then worked closely with Metro to apply a triple-bottom-line approach to prioritizing brownfields, choosing quantifiable measures to apply economic, environmental, and equity metrics. Metro supplied demographic and economic data and Jacqueline compiled environmental spatial data for the corridor from GIS files provided by the Oregon Department of Fish and Wildlife and the Oregon Geospatial Data Clearinghouse. Inventory work revealed 83 top priority brownfield properties.



## Jacqueline Brenner Continued:

**Ontario Brownfield Inventory, City of Ontario (Brownfield Inventory Support) Ontario, Vale, and Nyssa, OR** // Jacqueline produced a brownfield inventory for the Ontario Brownfield Coalition Assessment Grant that included all areas within the boundaries of Ontario, Vale, and Nyssa, Oregon. She created a comprehensive tax parcel database and spreadsheet from GIS data provided by the Malheur County Tax Assessor. EPA FRS and DEQ database listings were compiled for the project area and geocoded to corresponding tax lots using address points and coordinate data. Jacqueline manually matched orphan listings that were not able to be geocoded. A desktop survey was conducted via Google Earth and searches to identify vacant parcels and current/prior businesses.

The sites were ranked by their improvement to land value ratio, zoning, and presence of an environmental database record. Upon completion of these preliminary inventory activities, 139 potential brownfields were identified. Results from an online survey created by Stantec were incorporated into site prioritization, which highlighted job creation and public safety as top community priorities. Sites with active ODEQ records, large parcels, vacant or underutilized parcels, and parcels along heavily trafficked corridors were ultimately chosen as priority sites.

**Various Brownfield Inventories, Western US** // In the last 3 years, Jacqueline has created brownfield inventories for 13 communities, including two in California (Sonoma County and City of Bakersfield), two in Nevada (Clark County and City of Henderson), one in Colorado (City of Trinidad), four in Oregon (City of Ontario, Metro Portland, Rogue Valley Council of Governments [COG], Oregon Cascades West COG), two in Washington (City of Bremerton and Grays Harbor COG), and three in Alaska (Municipality of Anchorage, Matanuska-Susitna Borough, and Kodiak Island Borough). Geographies for these projects have ranged from downtown "Main Street" or transit corridors that are as little as a mile long, to boroughs and counties that are up to 25,000 square miles. Jacqueline incorporates EPA FRS and applicable state environmental database listings to be geocoded and manually matched to tax parcels across all projects. She has also accessed a variety of historical data for each project, including Sanborn maps, city directories, and historical aerial images, as well as partner information from historical societies. Some projects also called for her review of CoStar real estate reports, tax delinquency data, and incorporation of Urban Renewal Area and Tax Increment Financing spatial data. On all projects, she also has incorporated information on sites and community priorities obtained from area stakeholders. Jacqueline has produced interactive online web map interfaces for client and stakeholder use in several of these projects, such as Sonoma County, CA and Clark County, NV.

**Corinne Ackerman, PhD**  
*Environmental Assessment Specialist*



**Years of Experience**

11

**Education**

PhD, Agronomy (Soil Microbiology),  
Purdue University

MS, Agronomy (Soil Microbiology),  
Purdue University

BS, Environmental and Resource  
Science (with minors in Geology  
and Soil Science), University of  
California, Davis

**Office Location**

Rocklin, CA

Corinne is an associate scientist in the environmental services practice and provides technical support for a variety of clients including land developers, medical organizations, government contractors, major technology companies, and municipalities. Her expertise includes Phase 1 Environmental Site Assessments (ESAs), remediation planning and implementation, environmental compliance monitoring, technical report writing, and data analysis and interpretation. Her Phase 1 ESA experience includes assessment of commercial and industrial sites, office parks, retail gasoline stations, residential parcels, and undeveloped land. Corinne has experience implementing environmental remediation techniques including in-situ chemical oxidation (persulfate, permanganate, ozone, Fenton's reagent, peroxide) and enhanced bioremediation (nutrient and oxygen addition, as well as commercially prepared electron donors/acceptors) and bioaugmentation (addition of commercially available bacterial cultures).

**Corinne's Relevant Project Experience**

**Various Clients, Northern California (Associate Scientist)** // Corinne supports management and implementation of EPA Brownfield Grants for multiple municipal clients in Northern California. Corinne has completed due diligence assessments (Phase I ESAs) at a variety of sites including residential properties, industrial facilities, and commercial buildings. Findings have typically been used to scope additional hazardous materials and environmental contamination assessments, tailored to support the redevelopment objectives of each specific project. Corinne also supports budget tracking and area-wide assessment and planning.

**Various Clients, California (Associate Scientist)** // Corinne has completed over 50 due diligence site assessments (Phase I ESAs) for a variety of clients including medical providers, residential and commercial land developers, renewable energy providers, and municipalities. Phase I ESAs are completed in accordance with ASTM E1527-13, and frequently include additional scope items designed to add additional value to the evaluation, as determined by specific details of each project.

**Varian Medical Systems, (Associate Scientist) Palo Alto, CA** // Corinne provides technical support for an enhanced in-situ bioremediation program that uses carbon substrate and dechlorinating bacteria to promote anaerobic degradation of chlorinated solvents in groundwater aquifers beneath a former manufacturing facility. Her role consists of coordination and evaluation of periodic monitoring of groundwater and soil vapor at the site, and preparation of technical reports and proposals, and for continued treatment.

**Mangan Gun Range (Associate Scientist) Sacramento, CA** // Corinne provided technical support for the investigation and remediation of lead dust originating from an indoor gun range in Sacramento, California. Her role consisted of data management, statistical analysis and interpretation, and technical report preparation.



## **Corinne Ackerman Continued:**

**Confidential Client (Environmental Scientist)** // Corinne provided technical and client support for a treatability study that compared ozone and activated persulfate for the destruction of petroleum and chlorinated solvents in soil and groundwater. Impacted soil was within the unsaturated zone, and therefore column tests were conducted to evaluate treatment with ozone. Chemical oxidation using sodium persulfate was evaluated using site soil and groundwater to compare the efficacy of unactivated persulfate and alkaline activated persulfate for treatment of chlorinated solvents.

**Confidential Client** // Corinne developed and implemented traditional microbiological capabilities for an existing treatability lab for the evaluation of a novel method of wastewater sterilization. Corinne also provided staff training in aseptic technique, preparation and maintenance of cell cultures, and sterilization and safe-handling procedures.

## **Regulatory Advice and Consultation, Various Sites (Environmental Scientist)**

// Corinne has project management experience providing direct client support to develop customized scopes of work for treatability testing to meet specific site and regulatory concerns as well as budgetary requirements. Corinne has provided technical support for the collection, interpretation and evaluation of study data, and prepared project deliverables detailing findings. Corinne has overseen a variety of treatability tests including both in-situ chemical oxidation (ISCO) and enhanced in-situ bioremediation. ISCO tests have assessed the ability of ozone, persulfate, permanganate, or Fenton's reagent to destroy various contaminants including petroleum hydrocarbons, volatile organic compounds, and chlorinated solvents. To provide dosing estimates, testing included evaluation of contaminant removal, measurement of ozone, persulfate, or permanganate demand of soil, hydrogen peroxide or Fenton's reagent longevity in soil and groundwater, assessment of the effect of treatment on secondary water quality parameters. Post-treatment studies assessed of the ability of hexavalent chromium formed by in-situ chemical oxidation to attenuate within the treatment zone (once oxidation ceased) and downgradient of the treatment zone, to determine whether Cr(VI) was anticipated to migrate out of the treatment zone.

**Kai Pavel, PG, QSP/QSD**  
*Environmental Assessment  
Specialist*



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**Years of Experience**

14

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**Education**

MS, Geography, Heinrich-Heine  
Universitaet, Duesseldorf, Germany

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**California Registrations**

Professional Geologist (PG) #9391  
QSP/QSD #G09391

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**Office Location**

Fresno, CA

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Kai is a professional geologist who coordinates our environmental assessment and remediation efforts with clients, project team members, and key stakeholders. She also inspects field conditions and provides oversight for drilling, demolition/construction projects, and excavations. Kai provides recommendations when needed and is adept at permitting and compliance reporting. With more than 10 years of experience, Kai understands the site assessment and remediation requirements of numerous permitting agencies at the local, regional, state, and federal level.

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**Kai's Relevant Project Experience**

**Site Investigation, Phase I ESAs, Site Investigation, (Environmental Support) Los Angeles, Orange County, Kern, Fresno, and Ventura County, CA** // Kai performed a number of Phase I ESAs, site characterization assessments, and site investigations for several clients, including medical groups, residential and commercial developers, solar power generating facilities, and environmental clients. The properties included multi-story occupied and vacant buildings, vacant lots, industrial and residential properties, and automotive maintenance facilities.

**CERCLA (Expert Witness Litigation Research Support) Los Angeles, CA** // Kai provided expert witness litigation research supporting a CERCLA claims evaluation involving the redevelopment of a former rolling steel mill into a proposed mixed residential and commercial property within the City of Los Angeles. She supported field work consisting of environmental excavation oversight, sampling in accordance with EPA sampling guidance document SW-846 for random soil sampling. Additionally, XRF analysis was utilized to determine waste categorization of soils for proper disposal of impacted soils. Kai assisted in preparing technical reports, tables, and in designing figures of excavation areas.

**Kaiser Foundations Health Plan, Inc., (Environmental Support) Whittier, CA** // Kai helped prepare a Soil Management Plan (SMP) for this property where excavation and grading activities were planned. The SMP was designed to minimize and mitigate potential environmental impacts from soils to a depth of five feet bgs.

**Kaiser Foundations Health Plan, Inc. MOB (Field Oversight) Baldwin Hills, CA** // Kai provided field oversight for excavation and grading activities associated with the installation of sub-slab active and passive SVE systems. She subsequently observed the application of a vapor barrier by a certified applicator. Her inspection services included coupon sampling and smoke testing for final inspection of completion of all vapor mitigation system installation activities.



**Kai Pavel Continued:**

**Yorba Linda Groundwater Monitoring (Inspection Services) Yorba Linda, CA** // Kai inspected and provided recommendations for Soil Vapor Extraction and Ozone Sparge system maintenance and repair as part of an ongoing groundwater monitoring and remediation program.

**Plains Refugio Incident, (Geologic Associate) Santa Barbara, CA** // On this high-profile project, Kai participated in the Refugio Incident included participation in the Emergency Response Meeting, SCAT, NRDA, geotechnical and biological, and human use studies.

**Chevron Lost Hills Compressor Station, (Waste Management Plan Support) Lost Hills, CA** // The Lost Hills oil field is the sixth largest field by reserves and the second fastest growing oil field in California. Kai helped develop a Waste Management Plan (WMP) and site specific Health and Safety Plan supporting construction of a new compressor pad. She oversaw waste generation from hydrovac, excavation, and hydrostatic testing activities.

**Kaiser Permanente College Street, (Field Oversight and Coordination) Los Angeles, CA** // Kai oversaw and coordinated field work associated with the wellhead assessment and subsequent abandonment. Kaiser Permanente redeveloped portions of its mental health clinic; however, because the campus is situated on a former oil field, they needed to determine if there were any abandoned oil wells on site before construction. To identify any oil wells on-site, Kai reviewed California Department of Oil, Gas & Geothermal Resources records and oversaw geophysical surveys at the property. Fieldwork has involved a variety of geophysical and geotechnical work, methane surveys, indoor air sampling, soil and soil vapor/methane sampling, environmental oversight, and technical and compliance reporting. Kai assisted with preparing proposals encompassing further work at this site, including oil well assessment work, vent testing, and well abandonment activities.

**Occidental Petroleum Cat Canyon Oil Field, (Environmental Support) Santa Maria, CA** // Located 10 miles southeast of Santa Maria, the Cat Canyon Oil field is the largest oil field in Santa Barbara County and the 20th largest in the state by production. Kai supported environmental mitigation and deconstruction activities required to abandon an active well facility at the site. She oversaw a construction crew that located leaking pipelines, identified current and former spill areas, and worked closely with regulatory agencies and contractors involved in the project. Her efforts helped to remove pipelines, storage tanks, and other associated structures with minimal environmental impact.



**Elena Nuño**  
*Environmental Permitting Specialist*



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### **Years of Experience**

14

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### **Education**

MA, Public Administration,  
California State University, Fresno

BS, Geological and Environmental  
Sciences, Stanford University

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### **Memberships**

Legislative Liaison, Central  
Chapter, California Association of  
Environmental Professionals

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### **Office Location**

Fresno, CA

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Elena brings more than 14 years of environmental consulting and project management experience. She provides analysis and documentation for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance and project management support for a variety of public and private projects. Elena's technical specialty is preparing thorough and legally defensible air quality and greenhouse gas impact assessments that accurately characterize a project's impacts and provide applicable strategies or mitigation measures to reduce potential impacts. Elena's professional history includes working as an air quality specialist with the San Joaquin Valley Air Pollution Control District (SJVAPCD) where she assisted in the preparation of air quality attainment plans and was responsible for CEQA compliance for Air District rules and permits. In addition to preparing environmental impact assessments, Elena assists clients with regulatory compliance with the SJVAPCD Regulation VIII Fugitive PM10 Prohibitions and Rule 9510, Indirect Source Review. Her efforts have helped clients achieve maximum emission reduction credits for creditable onsite mitigation measures and reduced offsite mitigation fees.

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### **Elena's Relevant Project Experience**

**Fresno 40, Environmental Impact Report, City of Fresno (Air Quality Scientist/Environmental Analyst) Fresno, CA** // Elena served as an air quality scientist/environmental analyst for the preparation of an Environmental Impact Report for the proposed mixed-use project on 40-acres in the City of Fresno, California. A previous EIR had been successfully legally challenged, thus a subsequent improved, legally-defensible EIR was required for the project. Elena aided with the preparation of the EIR for this highly controversial project, which involved a General Plan Amendment and Zone Change to allow the development of commercial, office, and residential uses on a 40-acre site in north Fresno. The project had significant unavoidable impacts related to noise, air quality, and traffic, and it faced rigorous opposition from local residents. The analysis prepared by Elena withstood legal challenges and the project has since moved forward to construction.

**Fancher Creek Business Park, Fancher Creek LLC (Project Manager/ Air Quality Scientist) Fresno, CA** // Elena served as the project manager and as an air quality scientist for this project. She prepared the Air Impact Assessment Application to comply with the San Joaquin Valley Air District, Indirect Source Review Rule 9510 for the construction of a new 150,000 square foot warehouse.

**Cargill Meat Solutions Corporation Project, (Project Manager) County of Fresno CA** // Elena served as the project manager and primary preparer of the Initial Study/Mitigated Negative Declaration for the Cargill Meat Solutions Corporation Project. The objective was to expand the existing meat processing facility that would result in the removal of stationary diesel engines resulting in a net air quality improvement.



## Elena Nuño Continued:

**Environmental Impact Report, Walmart (Air Quality Scientist/ Environmental Analyst) Kerman, CA** // Elena assisted with the preparation of an EIR that analyzed a proposed 184,000 square-foot retail center in the City of Kerman. Elena was the technical author of multiple EIR sections including aesthetics, agriculture, air quality and greenhouse gas, biological resources, cultural resources, geology, hazards, land use, public services and utilities, cumulative projects and alternatives.

**Gettysburg and Burgan Subdivision, Bonadelle Neighborhoods (Air Quality Scientist) Clovis, CA** // Elena served as an air quality scientist for the preparation of a stand-alone Air Quality and Greenhouse Gas Report for the Shaw/ Highland Tract Subdivision. Elena used Air District approved modeling software to analyze the impact of the project to regional and cumulative air quality as well as climate change.

**Westlake Development Project Environmental Impact Report, Granville at Westlake, Inc. (Senior Associate Planner) City of Fresno, CA** // Elena assisted with the preparation of an EIR for the proposed development of 460-acres with residential and commercial uses in an area located west of State Route 99 consisting of approximately 2,600 residential units and construction of up to 295,000 square feet of commercial buildings. Elena was the technical author of multiple EIR sections including air quality and greenhouse gas, geology, hazards, land use, public services and utilities.

**Greenhouse Gas Analysis, Fresno Metropolitan Flood Control District (Sr Assoc Planner) Fresno, CA** // Elena served as a senior associate planner for the preparation of a stand-alone CEQA ready Greenhouse Gas Impact Analysis report for proposed storm drainage improvements as required to update a previously adopted CEQA document to allow a responsible agency to rely on said document in their provision of grant funding. Elena utilized Air District approved modeling software to estimate greenhouse gas impacts.

**Jordan Agricultural Research Building, California State University (Project Manager/Air Quality Scientist) Fresno, CA** // Elena prepared the Air Impact Assessment Application to comply with the San Joaquin Valley Air District, Indirect Source Review Rule 9510 for the construction and development of a new 30,000 square foot agricultural research building located on the California State University, Fresno campus.

**Air Impact Assessment, Community Regional Medical Center (Project Manager/Air Quality Scientist) (2 sites) Fresno and Clovis, CA** // Elena served as a project manager and air quality scientist for the preparation of Air Impact Assessment Applications to comply with the San Joaquin Valley Air District, Indirect Source Review Rule 9510 for the construction and remodel of an existing hospital by a total of 259,462 square-feet and for the construction of a 92,495 square-foot medical office building and a five-story parking garage. She also calculated and documented emission reduction credits for the project saving the applicant significant offsite mitigation fees.

## Michael Myers

*Environmental Assessment  
and Cleanup Specialist*

### Years of Experience

11

### Education

BS, Environmental Resource  
Management, California State  
University, Bakersfield

### Office Location

Fresno, CA

Mike has more than ten years of experience conducting environmental and hydro-geologic investigations. He has performed groundwater monitoring at numerous sites and landfills, conducted numerous site excavations, soil sampling, and remediation projects, performed numerous Phase I and Phase II ESAs, geophysical studies, and air monitoring. Mike is the Fresno office safety supervisor, is trained in hazardous waste materials management, and adept at health and safety plans.

### Michael's Relevant Project Experience

**7-Eleven Store, (Associate Scientist) Fresno, CA** // Mike has supervised the decommissioning of numerous underground storage tanks (USTs) at multiple sites in Fresno and the surrounding area. He has supervised the excavation of the USTs and piping, the purging and cleaning the USTs, and the removal and disposal of the USTs. Mike has performed the soil and groundwater sampling within the UST excavations and the sampling in the piping trenches and has prepared the UST removal reports.

**Blue Hills Solid Waste Disposal Site (Associate Scientist) Fresno County, CA** // Michael performs groundwater monitoring and sampling at the Blue Hills Solid Waste Disposal Site. He also assists with compiling the analytical data and preparing reports. Mike has performed the annual inspection of the engineering cap on the landfill for the last seven years.

**Phase I and Phase II ESAs, Various Sites, Fresno, Madera, Kings, Tulare, Kern Counties, CA** // Mike has performed numerous Phase I ESAs for residential and commercial developers, solar power generating facilities, and environmental clients. The properties have included active industrial and commercial buildings, vacant buildings, vacant lots, large agricultural areas, and automotive maintenance facilities. Mike has performed Phase II ESAs that included ground penetrating radar and geophysical investigations, site investigations including hand auger, GeoProbe, and drill rig sampling, soil classification, sample collection, and field documentation. Mike has prepared Phase II ESA reports summarizing the field activities and analytical results.

**Caltrans Maintenance Station (Staff Scientist) Fresno County, CA** // Mike conducted the quarterly groundwater monitoring at the Caltrans Coarsegold Maintenance Station. In addition to the groundwater monitoring he performed the operation and maintenance of the groundwater and vadose zone air sparge/soil vapor extraction system, as well as conducting the air sampling.

**Purity Oil Superfund Site (Associate Scientist) Fresno County, CA** // Mike has conducted air monitoring at the Purity Oil Superfund Site to help assess environmental impacts from site closure activities and past disposal practices. He also performs quarterly and semi-annual groundwater monitoring and sampling, compiles the analytical data, and prepares the quarterly reports. In addition, Mike has performed the monthly groundwater treatment plant inspections and annual engineering cap inspection.



## **Michael Myers Continued:**

### **Interim Remediation at Multiple Sites (Associate Scientist)**

**Fresno County, CA** // Mike has setup and performed the interim remediation using a mobile air sparge soil vapor extraction system. He has performed the background, interim, and post groundwater sampling along with the soil vapor and remediation system air sampling. Mike monitored the remediation system and adjusted the systems to maximize the hydrocarbon removal from the groundwater and vadose zone and the efficiency of the system. He has reviewed the analytical data and assisted in the preparation of the reports.

### **Los Banos Fairgrounds Maintenance Facility (Project Manager)**

**Los Banos, CA** // Mike has been the project manager for the site investigation and semi-annual groundwater monitoring and reporting of the Los Banos Fairgrounds Maintenance Facility. Mike supervised the installation of additional groundwater monitoring wells to further determine the extent of petroleum hydrocarbon-impacted groundwater. He also coordinated the waste compliance and disposal of waste products from the drilling and sampling activities. Mike prepares the groundwater monitoring reports for submittal to the Regional Water Quality Control Board.

### **Gustine Corporation Yard Site (Project Manager) Gustine,**

**CA**// Mike is the project manager for the semi-annual groundwater monitoring and reporting at the Gustine Corporation Yard Site for the Merced County Department of Public Works. He performed several limited investigations at the site and has managed the remediation air-sparging and bio injection wells at the site.

### **Hydrogeologic Investigation and Quarterly Groundwater Monitoring, CalPortland Cement Company, Oro Grande, California (Associate Scientist)**

// Mike supervised, coordinated, and performed the field activities associated with the hydrogeologic investigation of the nature and extent of hexavalent chromium in the groundwater. This involved groundwater monitoring, well and piezometer installation, geophysical surveys, hydraulic testing (constant-discharge pumping tests and slug tests), long-term groundwater level monitoring, and treatment and disposal of Cr6-impacted groundwater. Mike performs the groundwater gauging and sampling of the on and off-site wells on a quarterly basis.

### **Phillips 66 and 8th and Cholame (Project Scientist) Cholame,**

**CA** // Mike more than saw the excavation and activities of the pipeline decommissioning and refurbishing. He coordinated with the general contractor and subcontractors for the excavation and support of the existing active pipelines during the decommissioning of the pipeline. Mike performed the health and safety coordinated for the site and performed the air monitoring, soil sampling, and field documentation for the site.

**Trevor Macenski**  
*Senior Environmental Assessment  
and Permitting Specialist*



**Years of Experience**

15

**Education**

MS, Environmental Science and Policy, The John Hopkins University

BS, Environmental Policy Analysis and Planning, University of California, Davis

**Memberships**

Past Director - Superior and Bay Area Chapters, California Association of Environmental Professionals

**Office Location**

Walnut Creek, CA

Trevor is a senior principal and geographic technical leader for assessment and permitting in the United States for Stantec's environmental services impact assessment, permitting, and compliance division. As an environmental scientist with advanced understanding of land use planning, he specializes in developing comprehensive environmental compliance strategies for complex multi-component development projects, from environmental and land use based siting, to impact assessment, and agency permitting through construction. Trevor focuses on complex and controversial projects under Federal and state laws. Trevor brings a creative problem-solving approach to his role as a liaison between the various participants in the planning, permitting, and project development process, including project sponsors, engineers, attorneys, lead and responsible agencies, and concerned community groups. He is experienced with public involvement processes and is a skilled public presenter. Some of Trevor's high-profile projects include supporting the California High-Speed Rail Authority on CEQA and NEPA compliance, the California Department of Corrections-HCFIP Statewide Expansion, PGandE Gas and Electric facility expansions, and numerous local land use developments project ranging from 3000 acre utility scale solar projects to 500 unit infill mixed-use development projects. Trevor has authored CEQA documents, 25 EIRs that have withstood legal challenge, and two published CEQA cases. As an experienced environmental impact assessment practitioner and educator, Trevor served as adjunct faculty at the University of California, Davis teaching environmental impact assessment methodologies.

**Trevor's Relevant Project Experience**

**Fresno 40 Project, City of Fresno (Project Director) Fresno, CA** // Trevor prepared a new, more comprehensive EIR for the Fresno 40 project, located on an approximate 40-acre parcel bounded by North Friant Road on the west, North Fresno Street on the south, East Cole Avenue on the east, and East Audubon Avenue on the north. The site is planned and zoned for office development under the 2025 Fresno General Plan and the Woodward Park Community Plan. Zoning is R-P/UGM (Residential Professional/Urban Growth Management) and C-P/UGM (Commercial, Professional/Urban Growth Management). The applicant proposed to amend the General Plan and rezone the site to allow development of a 487,850 square foot mixed-use project consisting of community shopping center, offices and mixed use retail, and approximately 20 residential units. The project had significant unavoidable environmental impacts related to noise, air, and traffic, faced significant opposition by local residents, and required coordination among an interdisciplinary team comprised of City department heads, City staff, planning consultants, environmental consultants, traffic consultants, and legal consultants all existing documentation and lead preparation of several technical reports to support an IS/MND. These documents included Biological and Cultural Resources Findings Memorandums, Phase I ESA, Visual Impact, Noise Impact, and Traffic Management.



## Trevor Macenski Continued:

**Environmental and Permit Services for Bar 20 Pipeline, Fibrowatt LLC, (Project Manager) Fresno County, CA** // Trevor Macenski was retained to provide environmental consulting services to Fibrowatt LLC for the Bar 20 Pipeline Project, previously referred to Conditional Use Permit Application No. 3215 and State Clearinghouse Number 2007121118. Through coordination with Fibrowatt, GTS Engineering, and consultation with Fresno County, Madera County, and the California State Lands Commission, Trevor reviewed all existing documentation and lead preparation of several technical reports to support an IS/MND. These documents included Biological and Cultural Resources Findings Memorandums, Phase I ESA, Visual Impact, Noise Impact, and Traffic Management.

**Air Quality Technical Services, Confidential Client (Project Manager) Fresno County, CA** // Trevor lead preparation of air quality technical reports to support CEQA compliance for four photovoltaic projects and managed three additional contracts for a large multi-national solar firm. Projects ranged in size from 1 MW to 100 MW in power production capacity. Services also included filing of San Joaquin Valley Air Pollution Control District Rule 9510 – Indirect Source Review Air Impact Assessment Applications.

**Granville Homes “L” Street Project Initial Study and Mitigated Negative Declaration (Project Manager) Fresno, CA** // Trevor managed preparation of a fast-track Initial Study and Mitigated Negative Declaration (IS/MND) for the Granville Homes “L” Street project, completing a comprehensive and detailed IS/MND and incorporating lead agency comments and review in less than a week. The project development consisted of demolition of two existing residential units, and redevelopment of the 1.29-acre site with 28 high-density residential townhome units. The IS/MND tiered the project’s environmental analysis from the City of Fresno 2025 General Plan Master Environmental Impact Report, and the subsequent 2025 General Plan Mitigated Negative Declaration for Air Quality amendments. Special considerations in the IS/MND included the project’s potential impact related to removal of an existing structure previously listed as a as Heritage Property by the City’s Historic Preservation Commission, as well as the aesthetic and noise impact. The IS/MND included a detailed analysis of the project’s consistency with the City of Fresno 2025 General Plan, the Fulton Lowell Specific Plan and the Central Area Community Plan.

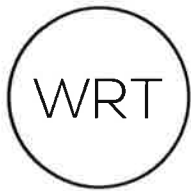
**Environmental and Permit Services for Bar 20 Pipeline, (Project Manager) Fresno County, CA** // Trevor managed environmental consulting services to Fibrowatt LLC for the Bar 20 Pipeline Project, previously referred to Conditional Use Permit Application No. 3215 and State Clearinghouse Number 2007121118. Through coordination with Fibrowatt, GTS Engineering, and consultation with Fresno County, Madera County, and the California State Lands Commission, Trevor reviewed all existing documentation and lead preparation of several technical reports to support an IS/MND. These documents included Biological and Cultural Resources Findings Memorandums, Phase I ESA, Visual Impact, Noise Impact, and Traffic Management.

**International Boulevard Senior Apartment Project Exemption Package (Project Manager) Oakland, CA** // Stantec is working with AMG and Associates, LLC and the City of Oakland to prepare a CEQA strategy for a 550 unit senior apartment project located on a brownfield site off of International Boulevard in Oakland, California. Working side-by-side with the developer, we prepared a series of technical studies to support the CEQA Infill Exemption package for the residential project that included traffic, air, noise, water, and a land use consistency memorandum. Unique to the project, we worked with the developer to modify the project design to reduce impacts prior to filing the project application to ensure the project would not result in significant impacts; this verified both the developer and the City a defensible and fully compliant CEQA strategy. Work was preformed exclusively by Stantec.

- Program EIR for Roeding Park and Chaffee Zoo, Fresno, California (Project Manager)
- Hunter’s Point ECO District CEQA Strategy, San Francisco, California (Project Planner)
- East Pleasanton Specific Plan EIR, Pleasanton, California (EIR Support)
- Environmental and Permit Services for Bar 20 Pipeline, Fibrowatt LLC, Fresno County, California (Project Manager)
- Scotts Valley Town Center Project, Scotts Valley, California (Principal-in-Charge)

# Subcontractor Information

# Subcontractor Information



## WRT

### Planning / Urban Design / Landscape Architecture / Architecture

WRT is a national practice bringing a culture of multidisciplinary problem-solving and ideas exploration to our projects across the country and throughout the Bay Area, where we have had a thriving community-based practice for over three decades. We offer services in planning, landscape architecture, urban design, and architecture. From the firm's inception in 1963, our practice has been dedicated to improving the quality of the built and natural environments by applying principles of sustainability to the planning and design of cities, regions, landscapes, and buildings. Within this, today's social and economic needs must be addressed, while also fulfilling a broader obligation to pass on livable communities and a healthy environment to future generations. With this in mind, WRT brings to all of its projects a holistic approach that integrates technical analysis, development of solutions, and capacity-building for implementation. To inform this approach, we have developed a set of sustainability principles to help guide our project work. The goal of the use of these principles and practices is the successful planning and design of socially vibrant, politically stable, economically strong, and environmentally sustainable places that connect communities, minimize environmental impacts, and enhance the community as a whole.

WRT knows Fresno well based on our work designing public spaces (Mariposa Plaza); planning for the parks system (Fresno Parks Master Plan); leading urban design studies (Blackstone Corridor Transportation + Housing Study and 41+North Complete Streets Study); and leading the EPA-funded Brownfields Area-Wide Plan and Implementation Strategy for Elm Avenue.

***As a subconsultant to Stantec, WRT will lead AWP activities and assist with community outreach activities on this project. Resumes for two key team members are provided on the following pages.***

Contact: John Gibbs, Principal, 415.229.2806, JGibbs@wrtdesign.com



# Subcontractor Information (Cont.)

## Contracting with Disadvantaged Business Enterprises (DBEs)

Stantec is an equal opportunity employer. We will comply with local, state, and federal laws regarding unlawful discrimination, EPA fair share objectives, and the six “good faith efforts” as defined under 40 CFR, Part 33, Subpart C. We frequently partner with women and minority business enterprise (WBE/MBE) subcontractors for field-related and laboratory analytical services. Our relationships with Disadvantaged Business Enterprise (DBE) firms throughout the greater Fresno area and northern California will allow us meet or exceed EPA’s DBE goals for this project. Below are three local DBE subcontractors we anticipate utilizing on this project.

**Urban Diversity Design:** Founded by Sheila Hakimipour in 2010, Urban Diversity Design (UDD) is a leader in providing architecture, urban design and community engagement services throughout Fresno and the Central Valley. A core value of their practice is reversing the paradigm of sprawl through sustainable and innovative design and place making. Sheila has also been a member of the Code Technical Committee for the City of Fresno, overseeing Development Code update for two and a half years. She is engaged with multiple Fresno community organizations that embrace local residents’ leadership training to create sustainable positive social changes through cultivating authentic grassroots leadership. Sheila is also a member of a local coalition of community leaders that focuses on utilization of bike freeways to connect more parts of inner Fresno using the existing system of canal banks. Stantec will utilize UDD for the community engagement planning and AWP support.

**ESP Surveying, Inc.:** Established in Fresno in 1991, ESP Surveying specializes in various aspects of land surveying, which includes boundary, topography, construction and A.L.T.A. surveys. Stantec will utilize licensed surveyors from ESP Surveying to support Phase II ESA activities.

**Agriculture & Priority Pollutants Laboratories, Inc.:** Founded over 30 years ago, Agriculture & Priority Pollutants Laboratories, Inc. (APPL) is a certified small, disadvantaged, woman-owned analytical laboratory located in Clovis, CA. Stantec will utilize APPL for analytical testing of environmental media samples collected as part of Phase II ESAs.



# JOHN R. GIBBS



ASLA, LEED AP  
PRINCIPAL | LANDSCAPE ARCHITECT + URBAN DESIGNER

## SELECTED PROJECTS

- San Francisco Bay Area Urban Design Strategy  
2015-2017
- Richmond Memorial Civic Center, CPFS Preservation Design Award, 2010
- Lake Merritt Municipal Boathouse, APWA Northern California Project of the Year, 2010
- Richmond Memorial Civic Center, ABAG Building a Better Bay Area: Urban Design, 2010
- David Brower Center / Oxford Plaza Housing, ABAG Building a Better Bay Area: Urban Design, 2009
- David Brower Center / Oxford Plaza Housing, US Green Building Council's Green Super Heroes Award, 2009

## YEARS EXPERIENCE

20

As WRT's Principal-in-Charge, John will guide the overall direction of the project and provide final review of all WRT products. John is a registered landscape architect and urban designer with over 20 years of experience. He shares WRT's deep commitment to environmentally rooted planning and design excellence. His work reflects his belief that open space infrastructure, whether at the scale of parks, landscaped plazas, or streets, is a crucial and integral part of creating quality urban environments. He is a practice leader in WRT's Parks and Open Space, and Community Design practices where he is committed to enhancing community open space - from park system planning to detailed design - and expanding mobility options through complete streets, trails, and district pedestrian networks. Community engagement is fundamental to all facets of his work and his outreach skills are valued by clients who seek outcomes rooted in productive public dialogue.

## EDUCATION

- University of California, Berkeley, Master of Landscape Architecture
- University of California, Davis, Bachelor of Landscape Architecture

## AFFILIATIONS + AWARDS

- CA Landscape Architect #4417
- American Society of Landscape Architects (ASLA)
- U.S. Green Building Council LEED Accredited Professional
- Adobe Systems Campus Landscape, ASLA-Utah Merit Award, 2015
- Lake Merritt Park: Downtown + Neighborhood Edges, ASLA-NCC Merit Award, 2014
- Richmond Memorial Civic Center, CPFS Preservation Design Award, 2010
- Lake Merritt Municipal Boathouse, APWA Northern California Project of the Year, 2010
- Richmond Memorial Civic Center, ABAG Building a Better Bay Area: Urban Design, 2010
- David Brower Center / Oxford Plaza Housing, ABAG Building a Better Bay Area: Urban Design, 2009
- David Brower Center / Oxford Plaza Housing, US Green Building Council's Green Super Heroes Award, 2009

## ENGAGEMENT

- Frequent Design Critic to UC Berkeley and Academy of Art University
- "Landscape Urbanism: A New Environmental-ism for Design" Lecture UC Berkeley
- LARE (CA License) Preparatory Course Instructor
- Teaching Assistant to UC Berkeley Landscape Architecture and Urban Design Professors
- Member Local School District Facilities Steering Committee
- Lake Merritt Park: 10 Years Later - National ASLA Presentation



PETER  
**WINCH**

AICP  
 ASSOCIATE | PLANNER



**SELECTED PROJECTS**

- LA 30000+ sq ft office building development for implementation of the City of Los Angeles' Green Building Strategy, 2016-17
- LA 15000+ sq ft office building development for implementation of the City of Los Angeles' Green Building Strategy, 2016-17
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Peter has ten years of urban and regional planning experience, developing general and specific plans, parks system plans, zoning, and urban design studies at a range of scales and settings. He is interested in diverse development patterns, connective street networks, and the relationship between the two. He has a particular interest in the interaction of freeways and cities. Peter seeks solutions that achieve multiple goals, contribute to livable cities, and grow out of the unique challenges of each project.

**EDUCATION**

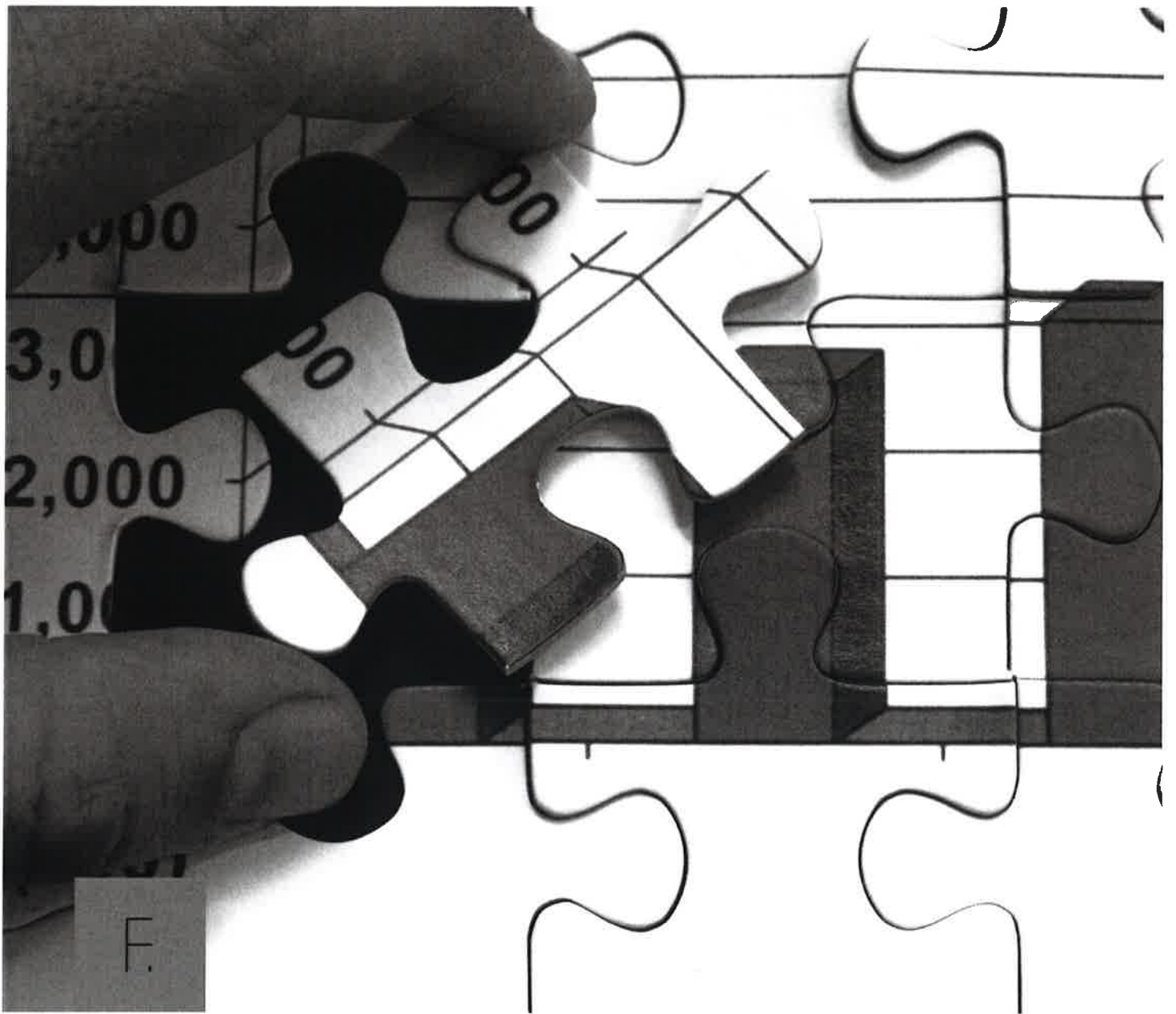
University of Michigan, Master of Urban Planning and Master of Urban Design  
 Brown University, Bachelor of Arts, Urban Studies

**AFFILIATIONS + AWARDS**

- Member, American Institute of Certified Planners (AICP)
- California APA San Diego Chapter, Comprehensive Plan Award, Large Jurisdiction, for Southeastern San Diego and Encanto Neighborhoods Community Plans, 2016
- California APA Central Section, Outstanding Planning Award of Merit in Comprehensive Planning, Small Jurisdiction, Turlock General Plan, 2013
- University of Michigan Taubman College of Architecture and Urban Planning, Raoul Wallenberg Fellowship, 2004

**Engagement**

San Francisco Education Fund, Tutor, 2016-present



# Cost Proposal

We'll secure funding for your Brownfield Program at no cost to the City!

## Grant Application Services

Per the RFP scope of work, we will prepare a grant application at no cost to the City of Fresno (City). As part of our grant application services, we will assist with preparing your Cooperative Agreement (CA) Work Plan at no cost upon notice of grant award. Should the fiscal year 2019 grant not be awarded, we will participate in a debrief meeting with EPA, and if both Stantec and the City are in agreement, assist with resubmitting the application for the fiscal year 2020 at no cost.

## Grant Implementation Services

Implementation of the successful grants will be performed in accordance with the rates provided in the table below. Services will be billed on a time and materials basis not to exceed the total contractual budget to be established in the CA Work Plan. To the extent possible, the majority of work will be completed by staff at lower billing levels with oversight from senior staff.

## 2019 Fee Schedule

Billing Title	Relevant Personnel	Hourly Rate	Anticipated Project Role/Task
<b>Stantec</b>			
Admin/GIS Technician/Field Technician I	Miguel Cisneros	\$120	▪ Site Inventory, Community Outreach Support, Fieldwork
Admin/GIS Technician/Field Technician II	Jacqueline Brenner	\$130	▪ Site Inventory, GIS
Junior Engineer/Geologist/Scientist I		\$135	▪ Phase I/II ESAs, Fieldwork
Project Engineer/Geologist/Scientist I	Kai Pavel, Michael Myers	\$140	▪ Phase I/II ESAs, Cleanup Planning
Project Engineer/Geologist/Scientist II	Corinne Ackerman	\$150	▪ Phase I/II ESAs, Cleanup Planning
Professional Engineer/Geologist/Scientist I		\$160	▪ Project Management Support, Phase I/II ESAs, Report Preparation/Review, Site Inventory and Eligibility, QA/QC
Senior Engineer/Geologist/Scientist I	David Holmes	\$170	▪ Senior Grant Specialist, QA/QC, Senior Technical Advisor
Senior Engineer/Geologist/Scientist II	Neil Doran, Ralph Carson, Elena Nuño	\$180	▪ Project Management, Site Inventory and Eligibility, Phase I/II ESA Report Review, QA/QC, AWP, Site Reuse Planning
Principal Engineer/Geologist/Scientist I	Chris Gdak	\$190	▪ Project Management Support, Grant Strategy, QA/QC, Senior Technical Advisor
Principal Engineer/Geologist/Scientist II	Trevor Macenski	\$212	▪ Senior Technical Advisor, Environmental Permitting/Planning
<b>WRT</b>			
Principal	John Gibbs	\$255	▪ Landscape Architect, Lead Community Engagement and Site-specific/Area-wide Planning
Professional Level IV/Project Manager	Peter Winch	\$175	▪ Support Community Engagement and Site-specific/Area-wide Planning
Professional Level III		\$165	▪ Support Community Engagement and Site-specific/Area-wide Planning
Professional Level II		\$130	▪ Support Community Engagement and Site-specific/Area-wide Planning
Professional Level I		\$110	▪ Support Community Engagement and Site-specific/Area-wide Planning
Administrative Support		\$90	▪ Support Community Engagement and Site-specific/Area-wide Planning

Stantec billing rates are provided for 2019 and are subject to annual increase. Stantec will provide cost estimates for other fees/expenses, including equipment rental and other reimbursable expenses as needed during the project. Subconsultant, subcontractor, analytical laboratory and other similar third-party charges will be charged at cost plus 10% markup.

# Exhibit A: Cost Proposal

Staff Resource Type	Hourly Rate	Direct Cost Item	Billable Rate
<b>Stantec</b>			
Miguel Cisneros, Field, Outreach	\$120	<i>Standard direct costs are provided on the following page.</i>	
Jacqueline Brenner, Inventory Lead	\$130		
Mike Myers, Phase I/II ESAs	\$140		
Kai Pavel, Phase I/II ESAs	\$140		
Corinne Ackerman, Phase I/II ESAs	\$150		
David Holmes, Senior Grant Specialist	\$170		
Elena Nuño, Permitting Planning	\$180		
Neil Doran, Project Manager	\$180		
Ralph Carson, Local Liason	\$180		
Chris Gdak, Senior Grant Specialist	\$190		
Trevor Macenski, Senior Technical Advisor	\$212		
<b>WRT</b>			
John Gibbs, Principal	\$255	<ul style="list-style-type: none"> <li>▪ Employee Car</li> </ul>	<ul style="list-style-type: none"> <li>▪ \$.545/mile or current government allowance</li> </ul>
Peter Winch	\$165	<ul style="list-style-type: none"> <li>▪ Rental Car, Airline Tickets, and any other transportation charges; Subsistence</li> <li>▪ Reproduction (includes all blueprints, photo copies, photography, etc.); Miscellaneous (includes postage, overnight mail, telephone, messenger, etc.);</li> </ul>	

*Stantec billing rates are provided for 2019 and are subject to annual increase. Stantec will provide cost estimates for other fees/expenses, including equipment rental and other reimbursable expenses as needed during the project. Subconsultant, subcontractor, analytical laboratory and other similar third-party charges will be charged at cost plus 10% markup.*

# 2018 Standard Direct Costs

Other Direct Disbursements	
Disbursement	Relevant Personnel
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost +10%
Travel/Per Diem	Actual Cost +10%
Capital Purchases and Expendable Materials	Actual Cost +10%
Postage and Shipping	Actual Cost +10%
Standard Field Equipment	(See Attached Schedule)

Standard Field Equipment	Rate
Air Sampling Equipment	\$65/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$15/each
Bailer – Quick E-Bailer System	\$85/day
Bailer – Reusable	\$20/day
Drum – 55 Gallons	\$65/each
Digital Camera	\$25/day
Draeger Sampler (tubes not included)	\$30/day
Field Communication – Two-Way Radio	\$20/day
Field Computer	\$55/day
Field Test Kit – Groundwater	\$55/each
Field Test Kit – Soil	\$55/each
Field Test Kit – SVE	\$55/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$135/day
Field Vehicle – Sampling Truck	\$275/day
Field Vehicle – Truck/Van	\$160/day
Flame Ionization Detector (FID)	\$145/day
Generator	\$70/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$15/pair

Standard Field Equipment	Rate
Gloves – Colored Nitrile	\$0.25/pair
Gloves – Kevlar Under Glove	\$5.00/pair
H&S – Level B Safety Equipment	\$185/day
H&S – Level C Safety Equipment	\$95/day
H&S – Level D Safety Equipment	\$60/day
H&S – Traffic Control Equipment	\$65/day
Hand Auger	\$30/day
Low Flow Purge/Sampling System	\$85/day
Meter – Oil/Water Interface	\$60/day
Meter – Anemometer	\$25/day
Meter – CO	\$65/day
Meter – Data Logger	\$140/day
Meter – Dissolved Oxygen	\$65/day
Meter – DO/ORP/Temp/Conductivity	\$100/day
Meter – Dosimeter	\$45/day
Meter – Ferrous Iron	\$5/day
Meter – Flow	\$30/day
Meter – H2S Detector	\$80/day
Meter – LEL/O2	\$80/day
Meter – Magnehelic (Gauge)	\$35/day



# References

The measure of our success is best described directly by our clients, who can attest to our ability to consistently meet our time commitments. We encourage you to contact the references outlined below to discuss how our practical, experienced approach will benefit your project.



# References

## **Richmond Community Foundation**

James (Jim) Becker, President and CEO

Email: [jbecker@richmondcf.org](mailto:jbecker@richmondcf.org)

Phone: (510) 234-1200 x 303

Address: 1014 Florida Avenue, Suite 200, Richmond CA 94804

## **City of Richmond CA EPA Brownfield Community-Wide Assessment (CWA) Grant Project**

// Implementation of EPA Brownfield Community-Wide Assessment Grant awarded to the City in 2016.

Start: October 16, 2017 | End: December 31, 2019

Cost: Contractual fee = \$374,318

## **Sonoma County Community Development Commission**

Holly Trujillo, Sr. Community Development Specialist

Email: [holly.trujillo@sonoma-county.org](mailto:holly.trujillo@sonoma-county.org)

Phone: (707) 565-7523

Address: 1440 Guerneville Avenue, Santa Rosa, CA 95403

## **Sonoma County EPA Brownfield Community-Wide Assessment Grant**

// Implementation of EPA Brownfield Community-Wide Assessment Grant awarded to the County in 2016

Start: February 22, 2017 | End: December 31, 2019

Cost: Contractual fee = \$319,000

## **City of Lodi**

Stephen Schwabauer, City Manager

Email: [sschwabauer@lodi.gov](mailto:sschwabauer@lodi.gov)

Phone: (209) 333-6700

Address: 221 W. Pine Street, Lodi, CA 95240

## **City of Lodi CA EPA Brownfield Community-Wide Assessment Grant Project**

// Implementation of EPA Brownfield Community-Wide Assessment Grant awarded to the City in 2016

Start: August 1, 2015 | End: October 31, 2019

Cost: Contractual fee = \$389,600

## **City of Fresno - Development and Resource Management Department**

Drew Wilson, Planner

Email: [drew.wilson@fresno.gov](mailto:drew.wilson@fresno.gov)

Phone: (559) 621-8087

Address: 2600 Fresno Street, Room 3065, Fresno, CA 93721

## **Elm Avenue Brownfields Area-Wide Plan + Implementation Strategy**

// WRT is crafting an EPA grant-funded Brownfields Area-Wide Plan and Implementation Strategy

Start: June 20, 2017 | End: December 30, 2018

Cost: Contractual fee = \$150,059

## **City of Fresno - Development and Resource Management Department**

Sophia Pagoulatos - Planning Manager

Email: [sophia.pagoulatos@fresno.gov](mailto:sophia.pagoulatos@fresno.gov)

Phone: (559) 621-8062

Address: 2600 Fresno Street, Room 3065, Fresno, CA 93721

## **Fresno Parks Master Plan**

// WRT completed the first Parks Plan for Fresno since 1989, and it comes after many years of urban growth and transition

Start: May 26, 2016 | End: April 30, 2018

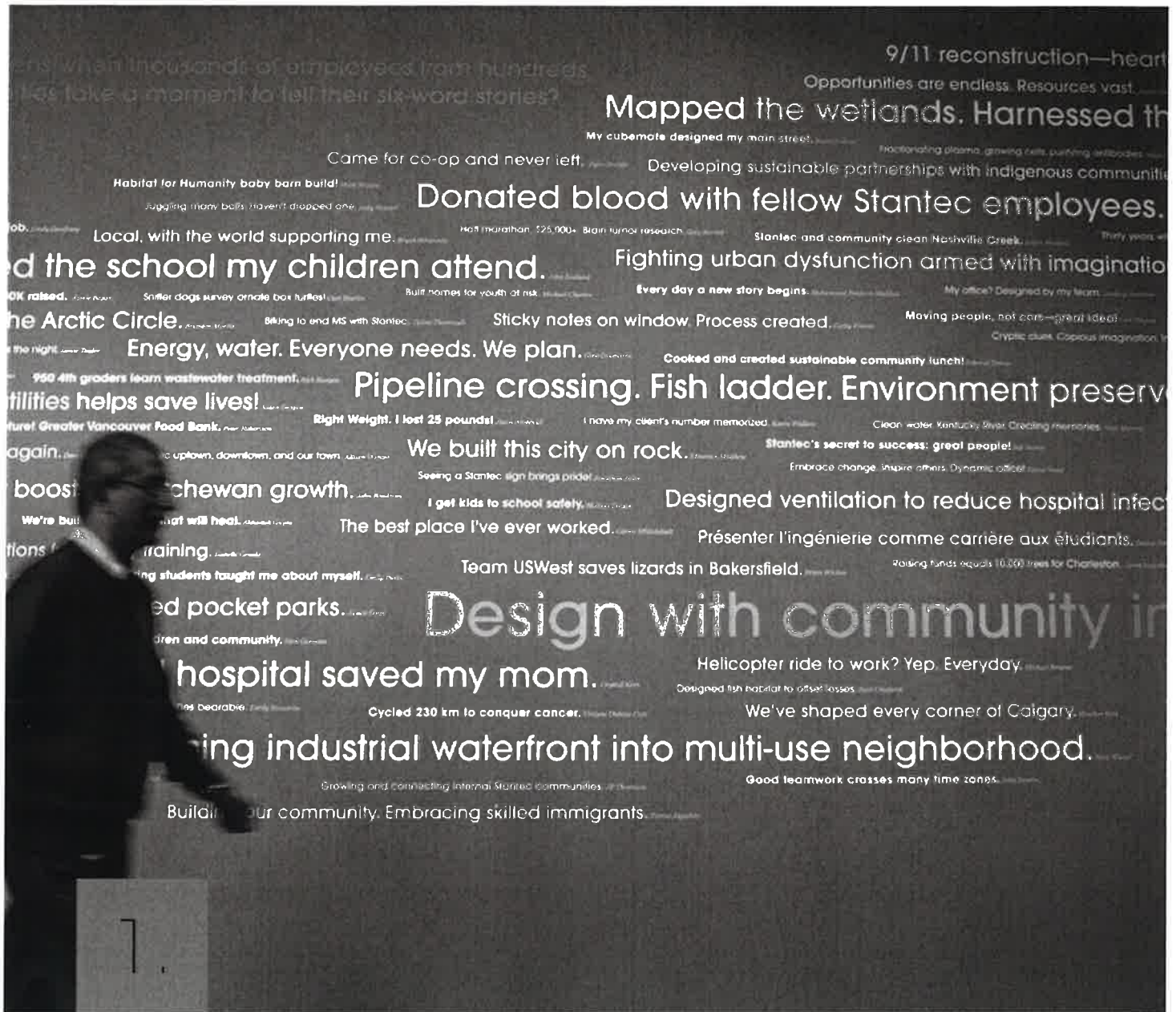
Cost: Contractual fee = \$436,701

**OUR CLIENTS  
SAY IT BEST**



"Our Community Wide Brownfields project is so exciting. It is a wonderfully successful project and well-loved and supported by our community partners. And of course, our partners at Stantec are a wealth of knowledge and great to work with... We have learned so much! We are already considering how to expand the project after this grant concludes."

-Vicki Cummings, Executive Director, Grays Harbor Council of Governments, 11/06/18



# Insurance

We value our **clients** and our community, and we are committed to working safely and professionally with you to manage risks and limit liability on this EPA brownfield application and implementation project.



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)

4/26/2018

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<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
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**COVERAGES**      **CERTIFICATE NUMBER:** 14435166      **REVISION NUMBER:** XXXXXXXX

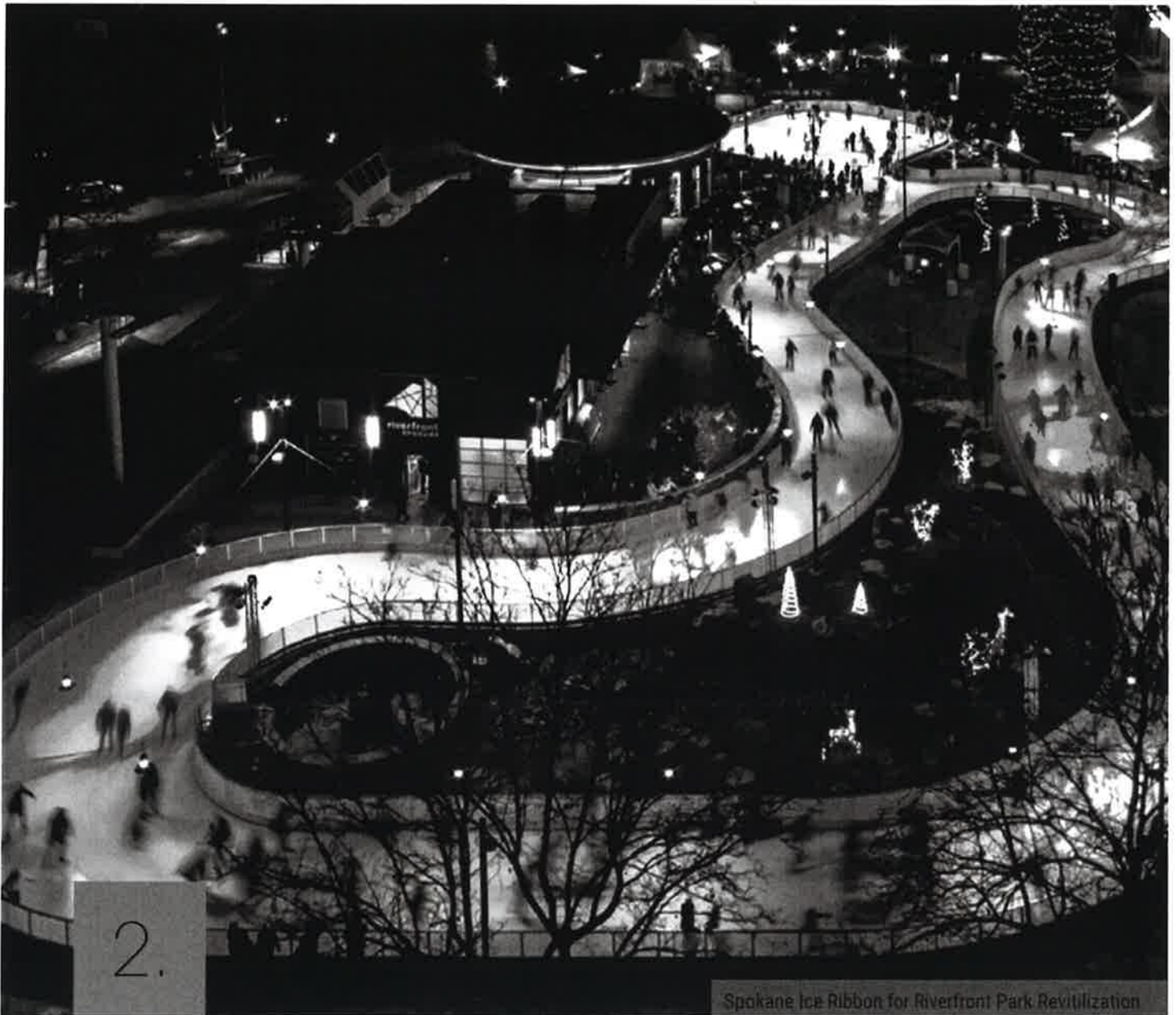
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B B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: TO WHOM IT MAY CONCERN

<b>CERTIFICATE HOLDER</b> 14435166 TO WHOM IT MAY CONCERN	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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2.

Spokane Ice Ribbon for Riverfront Park Revitalization

## Disclosure of Conflict of Interest

As requested, we have included the signed Disclosure of Conflict of Interest Form on the following page.

**EXHIBIT C**

**DISCLOSURE OF CONFLICT OF INTEREST**

U.S. EPA Brownfield Application and Implementation Assistance Services

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

Explanation: Stantec is a publically traded  
company on the NYSE. We offer our employees  
the ability to purchase shares. Also, we are  
currently working with the City of Fresno on  
the Fax Bus Center Project and supporting the  
CHSRA.

Additional page(s) attached.



Signature

11-28-2018

Date

Chris Gdak

(name)

Stantec Consulting Services Inc.

(company)

7502 North Colonial Ave, Suite 101

(address)

Fresno, CA, 93711-5862

(city state zip)

# **EXHIBIT B – ATTACHMENT 1**

## **Insurance Certificate**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2019      4/26/2018

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