

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

THIS AGREEMENT (Agreement) is made and entered into, effective on December 12, 2024, by and between the CITY OF FRESNO, a California municipal corporation (City), and GHD, Inc., a California Corporation (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional Environmental Consultant and Cleanup services for 1457 H Street Cleanup (Project); and

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

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

WHEREAS, this Agreement will be administered for the City by its City Manager (Administrator) or designee.

AGREEMENT

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

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through March 20, 2026, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed two million one hundred fifty-seven thousand dollars (\$2,157,000), paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**, and a contingency amount not to exceed four hundred eighty-four thousand dollars (\$484,000), for any additional work rendered pursuant to Subsection (d) below and authorized in writing by the City Manager.
 - (b) A portion of the work hereunder may constitute as a "public work" as defined in Chapter 1, Part 7, Division 2 of the California Labor Code, and Consultant shall cause the work to be performed as a "public work" in accordance with such Chapter of the California Labor Code. The Council of the City of Fresno has adopted Resolution No. 82-297 ascertaining the general prevailing rate of per diem wages and per diem wages for holidays and overtime in the Fresno area for each craft,

classification, or type of worker needed in the execution of Contracts for the City. Information specific to the Work to be done under this Contract can be obtained by contacting the Contract Compliance Officer at the City of Fresno office, (559) 621-5600.

- (c) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (d) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

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

terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

5. Confidential Information and Ownership of Documents.

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

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

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- (c) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.
- (d) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- (e) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- (f) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully

disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.

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

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

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

(a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

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

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

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

Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:
- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
 - (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
 - (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
 - (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

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

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

16. Assignment.

- (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior

written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

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

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null

and void.

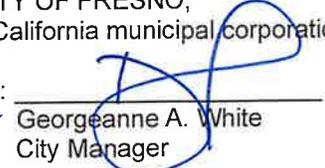
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Trench Shoring Detailed Plan. Consultant acknowledges the provisions of Section 6705 of the California Labor Code and, if said provisions are applicable to this Contract, agrees to comply therewith.
29. Worker's Compensation Certification. In compliance with the provisions of Section 1861 of the California Labor Code, Consultant hereby certifies as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract and will make my subcontractors aware of this provision.
30. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
31. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

By: 
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  12/23/24
Christine C. Charitar
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By:  12/23/2024
Deputy

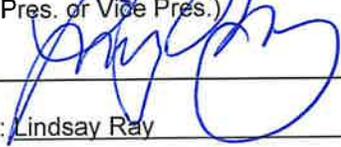
Addresses:

CITY:
City of Fresno
Attention: Keng Lee, Project Manager
2600 Fresno Street, Room 3065
Fresno, CA 93721
Phone: (559) 621-8050
E-mail: Keng.Lee@fresno.gov

GHD, Inc.
A California Corporation

By: 
Name: Matt Winkelman

Title: VP/Ops Manager
(If corporation or LLC, Board Chair,
Pres. or Vice Pres.)

By: 
Name: Lindsay Ray

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

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

CONSULTANT:
GHD Inc.
Attention: Michael Beerends,
Project Principal
30 River Park Place West, Suite 220
Fresno, CA, 93720
Phone: (559) 476-5761
E-mail: Michael.beerends@ghd.com

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno (City)
and GHD, Inc. (Consultant)
1457 H Street Cleanup Project

Please see the attached proposal

SCHEDULE OF FEES AND EXPENSES

Please see the attached proposal



Bid File No. 12500393

Environmental Consultant and Cleanup Services for Project at 1457 H Street

City of Fresno

September 20, 2024 (amended October 29, 2024 upon request)

→ The Power of Commitment





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GHD Inc.
30 River Park Place West, Suite 220
Fresno, CA 93720 USA
www.ghd.com



Keng Lee, Project Manager
City of Fresno
Housing and Community Development Division
2600 Fresno Street, Room 3065
Fresno, CA 93721

RE: Proposal for Environmental Consultant and Cleanup Services for Project at 1457 H Street – Bid File No. 12500393

Dear Mr. Lee

For decades, GHD has served the State of California and its local municipalities. A recent award with the City of Fresno for the On-Call Architectural and Civil Engineering Services Contract, invites further collaboration with local teaming partners as well as continued collaboration with DTSC staff in multidisciplinary capacities, establishing a strong working relationship with both the City and DTSC that will only continue to serve as a catalyst for successful communication and partnership moving forward. Our familiarity with DTSC personnel and California requirements, combined with our experience in many similar projects, will provide the City of Fresno with a team who thoroughly understands the various complexities and local significance of the Cleanup Services for the Project at 1547 H Street.

Working with GHD offers numerous benefits, including extensive expertise, commitment to safety and quality, and an innovative approach to problem-solving. By leveraging our understanding of local regulations and strong stakeholder relationships, the City will benefit from:

GHD's Strategic Approach for Enhancing Efficiencies and Collaboration. Recognizing and utilizing the path forward established in the RAP, GHD plans to add efficiencies through local leadership and representation, effectiveness and efficiencies through advanced technology, and emphasis on our solid relationships with local vendors and subcontractors to perform the work with respect to the neighborhood and its master plan of a destination for transitional homes. GHD plans to utilize the long-standing relationship built with DTSC and established partnerships with our subs, so that we are able to create a collaborative environment that supports a successful team atmosphere with liked minded individuals and a shared vision for the outcome. In using efficiencies that have been implemented in other similar projects, like a well-conceived grid plan, XRF technology to help guide excavations, and a stepped-out approach to field work, we are able to create limited public exposure while performing the field work and ultimately the ability to maintain lower overall costs keeping us well below the Grant cap and within the allotted schedule.

Expertise in DTSC Project Management. Our deep familiarity with the technical, administrative, and procedural aspects of DTSC projects, as well as the ability to provide a complete array of "staff services," acting as an extension of DTSC staff. Specifically, regarding the expectations of DTSC, we do not need to spend time acclimating to the built in procedures or understanding the regulations at hand. Instead, we can use precious schedule and budget to develop effective project solutions without any delay.

We see this project as an opportunity to continue to build and establish our commitment to providing the City of Fresno with responsive and effective professional environmental and engineering services to meet the needs of our local community. To supplement our own expertise, we have teamed with American Integrated Services for excavation, hauling, soil import and site restoration, Eurofins for accurate and rapid lab work, as well local vendors for onsite needs. Together, the GHD Team is uniquely qualified to serve the City of Fresno, due to:

- A proven track record working with DTSC to implement similar State and federally funded projects, including 870 Broadway, Former Wood Treatment Facility, Caletti Avenue Site, S Street Site, Lodi Distribution Warehouse, Former Bulk Fuel Terminal projects;
- Our understanding of DTSC requirements, the document review process, construction and environmental methodologies, and funding programs, as well as the assurance and experience to confirm the accuracy of our accounting management system;

→ The Power of Commitment

- Our project manager, Suzie Kaufman, who has led and is currently leading DTSC projects, and, as the GHD primary point of contact, is adept at facilitating project, team, and stakeholder coordination, managing a team of professionals selected for their experience in numerous environmental projects for local municipalities such as the City of Fresno.

The GHD Team is ready to begin work immediately upon authorization, leading the project jointly out of our local Fresno and Sacramento offices, from which staff have provided similar services to northern California communities for over 65 years. Our contact information is below; please do not hesitate to contact us should you have any questions regarding the enclosed qualifications. Thank you for this opportunity. We look forward to continuing to collaborate with the City of Fresno on this important project and for many years to come.

Regards,



Michael Beerends, PE

Project Principal

[Work Phone]

[Employee Email]



Suzie Kaufman

Project Manager

[Work Phone]

[Employee Email]

Section 1.

Company Background and Qualifications



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Firm Overview

GHD is one of the world's leading professional services companies operating in the global markets of water, energy and resources, environment, property and buildings, and transportation. We provide engineering, architecture, environmental, construction, advisory and digital services to private and public sector clients.

Established in 1928 and privately owned by our people, GHD operates across five continents. We employ more than 10,000 people in 200+ offices to deliver projects with high standards of safety, quality and ethics across the entire asset value chain. As a single profit center, and through our networking systems, we work seamlessly to leverage our global talent, thus providing our clients with the best resources that we have from around the world.

Committed to sustainable development, GHD improves the physical, natural and social environments of the many communities in which we operate. We are guided by our workplace health, safety, quality and environmental management systems, which are certified by Lloyds Register Quality Assurance to the relevant international standards (ISO & OHSAS).

Our robust and dynamic business model has enabled GHD to grow into one of the world's leading environmental consulting, engineering, architecture, and construction services companies. We are one of the top five 100 percent employee owned companies in our industry and are proud to be unique in this way. With one in every four of our people being a shareholder, GHD does not have any external ownership. The sustained growth, direction, and success of our company is determined by the people who work at GHD. This allows us to plan for the long term, setting strategies that enable growth and develop some of the best technical capabilities in the world.

95+ years in operation

135+ countries served

200+ offices worldwide

1.8^(B) USD revenue 2023

5 global markets

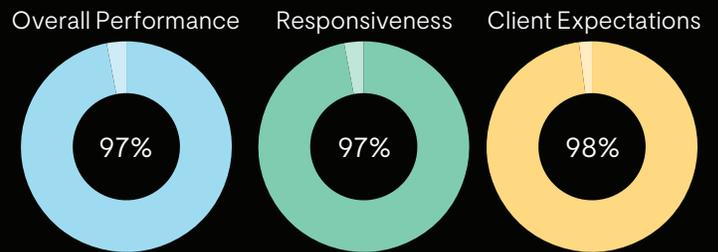
11^(K) people

50+ service lines

↳ Providing engineering, environmental, advisory, architecture, digital and construction services



GHD's success at exceeding our clients' needs is evidenced by the high percentage of repeat business that GHD has experienced and the results of more than 7,000 client responses received since February 1999 under our ISO 9001:2015



A Culture of Excellence and Growth

Our Values and Culture

At GHD, we are driven by a set of core values that define our company culture: **Safety, Teamwork, Respect, Integrity**, and the empowerment of our people to represent GHD at the local level. Our private ownership model fuels our passion for performance, client interactions, system efficiency, and the pursuit of growth and opportunities.

Our People and Their Passion

Our dedicated team of engineers, planners, scientists, project managers, and designers work collaboratively to enhance the built, economic, and social environments of the communities we live in and serve. We approach every project with a total life-cycle perspective, ensuring sustainable and lasting benefits.

Client Service and Satisfaction

GHD is synonymous with a client service-led culture. We leverage the knowledge, skills, and experience of our people, combining innovative practices with technical capabilities and robust systems. Our flat, non-hierarchical structure fosters responsiveness and client satisfaction, which are the cornerstones of our organizational and project management philosophy.



Safety First

Safety is the first of GHD's four core values. Our safety-promoting culture includes robust and continual training, supported by our comprehensive HSE policy. This policy mandates formal safety procedures and complies with International Organization for Standards (ISO) 14001 and 45001.

GHD has developed a strong safety culture through our behavior-based safety program, Safety Means Awareness, Responsibility, and Teamwork (SMART). The SMART Program is implemented on all GHD projects to strive for incident free operations.

We are committed to the safety of our clients' employees, our employees, our subcontractors' employees, and the public. GHD has established vendor prequalification programs such as ISNetwork.

The foundation for our safety-first culture:

- ISO 14001- and 45001-compliant HSE policy
- Safety in Design SOPs
- GHD SMARTapp
- Robust, continual training
- Appropriate staff selection
- Persistent messages supporting concern for the safety of all

GHD TOTAL RECORDABLE INCIDENT RATE (TRIR)



GHD EXPERIENCE MODIFICATION RATE (EMR)



Committed to Safety

Our beliefs are rooted in our core values of Safety, Integrity, Teamwork, and Respect. Core to GHD's ethos and values is the health and safety of our people, clients, visitors, and business partners and the management of the potential environmental impacts from our work. We strive to create an outlook and culture in which health, safety, and environment principles are constantly at the front of mind and motivate how we conduct everyday business.

Comprehensive Environmental Expertise

Brownfields Redevelopment Support

Our team possesses significant experience in the investigation and remediation of Brownfields, facilitating their redevelopment. We are committed to transforming these sites, ensuring they meet environmental safety standards and are ready for new growth opportunities.

Contract Management and Support Services

GHD is renowned for its extensive professional environmental services. Our offerings include contract management, thorough investigations, effective remediation, and routine monitoring. We excel in coordinating with regulatory agencies, skillfully negotiating on behalf of our clients, and providing all necessary support services.

GHD's In-House and Sub-Contracted Capabilities

In-House Proficiency

GHD prides itself on a comprehensive array of in-house capabilities that ensure top-notch environmental solutions. Our expertise includes risk assessment, modeling, digital data capture, and sampling of soil, soil vapor, and groundwater. We design and inspect vapor intrusion mitigation systems and manage the operation and maintenance of remedial systems. Our Innovative Technology Group leads the way with bench-scale testing and the evaluation of remedial alternatives.

Sub-Contractor Management and Regulatory Negotiations

Our oversight extends to sub-contractors, ensuring quality and compliance in services such as drilling, private utility location, remedial construction, laboratory analysis, and routine groundwater monitoring and sampling. We excel in negotiating with regulatory agencies to achieve favorable outcomes for our projects.

Sub-Contracted Services

For specialized tasks, GHD routinely sub-contracts services to trusted partners. This approach allows us to focus on our core competencies while ensuring that all aspects of our projects are handled by experts, resulting in comprehensive, integrated environmental solutions.

DTSC Experience

GHD's proposed team for this Project has decades of experience on projects that involve multiple regulatory agencies and stakeholders. GHD has specifically worked with Nathan Unangst, Marikka Hughes, Gerard Aarons, Armen Aghakiant, Jared Wilson from the DTSC's Berkeley office since 2010. GHD has also worked with Dean Wright, Jane Numazu, Julie Hernandez from the DTSC's Cypress office, since 2021.

GHD consistently delivers a wide range of engineering and environmental consulting services to various local municipalities in the Fresno area, as well as working with government agencies such as the Department of Toxic Substances Control. Clients such as:

- City of Sacramento
- LACCD
- City of West Sacramento
- City of Sonoma
- LA County DPW
- City of Fortuna
- LAUSD
- Humboldt County DPW

GHD has experience in providing the environmental consulting and clean-up services required at 1457 H Street. We have developed an effective approach to managing sites of a similar size to the City's through these projects. In the following pages, we demonstrate our experience and capabilities for our current and previous clients with our relevant project examples.





870 Broadway

Client: 870 Broadway Owner LLC

Site is a Brownfield and was originally developed as a school in the 1860s and was redeveloped into various automotive uses in the 1920s. Site is impacted with lead, cobalt, petroleum hydrocarbons, and chlorinated solvents from historical automotive activities and lead based paint. Site is under a voluntary cleanup agreement with the DTSC. GHD has prepared a Preliminary Endangerment Assessment and based on the conclusions and recommendations is currently performing a supplemental site investigation to closed data gaps related to soil vapor and the vertical and lateral extent of lead in soil.

Benefit: This project will restore a formerly blighted property back to beneficial use and mitigate exposure risks to the nearby residential neighborhood.



Former Wood Treatment Facility Windsor, CA

Client: Confidential

The site was a former wood treatment facility that operated from 1952 to 1961 using creosote and pentachlorophenol to treat lumber. The facility also had a lead dip-treatment tank for coating metal hardware. Wood treatment chemicals and lead were released to site soils during operation of the facility. During the early 1980s, contaminated soil was discovered onsite. The environmental site investigation began during 1986 with oversight from the Department of Toxic Substances Control (DTSC). A human health risk assessment and remedial action plan identified the chemicals of concern (COCs) in soil as dioxin, lead, and polyaromatic hydrocarbons, and groundwater was determined to not require remediation. Several other chemicals used at the facility during the wood treatment process were eliminated as COCs by the risk assessment. In situ remediation consisting of ozone injection and vapor extraction was attempted by a prior consultant and met with limited success. GHD began work on the Site during 2010 and revised the remedy to reduce the estimated cost of cleanup. The final remedy was excavation and landfill disposal of soil with a goal of meeting unrestricted land use cleanup goals.

Part of the remedial excavation involved removing soil beneath a concrete-lined drainage ditch that conveyed stormwater from the site to a nearby creek. During the performance of this work, complications and some delays were encountered due to the presence of a PG&E natural gas transmission line present at depths of 2 feet to 4 feet below the drainage ditch. To minimize potential damage, contaminated soil present beneath the gas line was excavated by hand-digging around the gas line. GHD worked closely with PG&E to give them access to their gas line to evaluate, clean, and repair the line while it was exposed. These efforts resulted in the excavation being open during the early onset of the 2016-2017 rainy season. GHD ensured that the stormwater management practices in place at the site were effective in eliminating any stormwater discharge violations or discharge of water containing site COCs.

During excavation activities, a neighboring business complained of odors. GHD had already been performing air monitoring and thus was able to confirm that no chemical exceedances had occurred. In addition, we collected and analyzed air samples to validate what chemicals were present in the air and confirm quantitatively whether or not they posed a health risk. The results showed that no health risk was present. GHD continued to work with the offsite business and DTSC personnel to relieve any health related concerns and employed the use of an odor suppressant to mitigate nuisance odor conditions.

The excavation has extended to 20 feet below grade. To date, over 15,000 tons of soil have been removed and 3,000,000 gallons of water have been extracted from the excavation. Soil and water were stored onsite in covered stockpiles and storage tanks, respectively, profiled, and transported offsite for proper disposal. GHD has also provided technical assistance to the client's legal team prior to and during remedial activities for several lawsuits related to the site. All lawsuits were resolved in our client's favor.

Benefit: Completion of the remedial excavation has allowed for light industrial reuse of the property.



Caletti Avenue Site | Windsor, CA

Client: Confidential

The site was a former lumber mill that operated from 1961 to 1985. During that time, facility operations generally included sawmilling, hanger fabrication, lumber storage, sawdust collection, and the use of two teepee burners. Since lumber mill activities ceased at the site, various commercial and industrial tenants have occupied the site. The primary constituent of concern are petroleum hydrocarbons, volatile organic compounds, semi-volatile organic compounds, metals, solvents, and mercury. Environmental work at the site began after a DTSC site inspection in 2014. GHD began work at the site in 2015 with the preparation of a Preliminary Endangerment Assessment Work Plan. GHD guided the site through the PEA process including the preparation of a human health risk assessment, supplemental investigation to close data gaps, PEA addendum and preparation of a soil management plan. The site is now in public comment for site closure.

Benefit: Completion of the PEA process addressed/mitigated exposure risks from historical operations and allowed for light industrial reuse use of the property.



Fredrick Raymond (Cerritos)

Client: Confidential

Fredrick Ramond, Inc. (Fredrick Ramond) was a lighting fixture manufacturer that previously occupied the property from approximately 1969 to 2008. Manufacturing operations consisted of fixture assembly, conversion coating, fixture antiquing, glass beveling, painting, warehouse storage, and packing/distribution. The source of soil and groundwater contamination originated from a release of chlorinated volatile organic compounds (CVOCs) from a vapor degreaser located within the building onsite.

Through implementation of multiple innovative remediation technologies including soil vapor extraction, in-situ chemical oxidation, and enhanced in-situ bioremediation, GHD has successfully reduced chlorinated solvent contaminations to near acceptable levels.

Despite significant reduction in concentrations of contaminants of concern, the Los Angeles Regional Water Quality Control Board (LARWQCB) had been reluctant to terminate or change the current general waste discharge requirements and monitoring/reporting requirements.

However, after recent extensive analysis of historical and recent data, GHD exhibited conclusive evidence that the WDR permit should be terminated so that monitoring can be significantly reduced. LARWQC has recently concurred.

Benefit: Due to GHD's strong consulting, contracting, and project management services, GHD is now working successfully with the California Department of Toxic Substance Control (DTSC) to implement a land use covenant restriction that is likely to move the case toward closure. GHD expects to provide the land use covenant restriction document to DTSC in the next several weeks after all parties have reviewed and given approval.



S Street Site | Sacramento, CA

Client: Capitol Area Development Authority

The project site is a Brownfield located in downtown Sacramento and comprised of several former commercial properties that included metal plating and automotive repair. The site is currently in the final stages of redeveloped into a mixed commercial and affordable housing mid-rise building. Primary constituents of concern are tetrachloroethylene (TCE), hexavalent chromium, and petroleum hydrocarbons. GHD has provided site investigation (soil, groundwater, soil vapor, and indoor air sampling), groundwater monitoring and sampling, geophysical survey, UST closure-in-place, in-situ remediation, excavation oversight, soil management plan preparation, vapor intrusion mitigation system design, inspection, and maintenance plan preparation, and regulatory support.

Benefit: Site investigation and remediation of the formerly blighted property has allowed for revitalization of the neighborhood and providing affordable housing in this formerly commercial/industrial area of downtown Sacramento.



Lodi Distribution Warehouse

Lodi, CA

Client: Confidential

The site is an active distribution facility for the beverage industry which was expanding the warehouse and adding a rail spur. GHD reviewed the engineering plans for the warehouse expansion and rail spur addition, prepared a sampling plan and collected soil samples to determine if lead, pesticides, herbicides, petroleum hydrocarbons, and metals were present above regulatory screening levels. This data was used to refine soil off-haul costs and prepare a soil management plan that the client and their general contractor could use during construction activities.

Benefit: Design of the sampling plan incorporated predetermined sampling locations using GIS mapping as well a provisions for pre-profiling the expected volume of soil (in 250 cubic yard volumes based on cut and fill calculations) to be excavated for offsite disposal. GHD field staff utilized ESRI's Field Maps application loaded on an iPad with predetermined sample GID coordinates to accurately locate each sampling location in the field and make adjustments as needed. This also allowed for more accurate and efficient determination of soil disposal costs and landfill disposal options (Class I, Class II, or Class III) prior excavation and allowed for direct loading since space was limited for stockpiling.



Former Bulk Fuel Terminal Sacramento, CA

Client: Confidential

The site is a former bulk fuel terminal located at Sacramento International Airport that operated from the mid-1960's through the 1990's. Fueling operations resulted in soil and groundwater being impacted with jet fuel and aviation gas. GHD performed routine groundwater monitoring, sampling and reporting, site investigation, remedial pilot testing, and regulatory negotiations. Final remedial remedy was excavation of approximately 27,000 cubic yards of impacted soil. Remedial implementation required coordination with multiple stakeholders and agencies including property owner, client, Sacramento County, Federal Aviation Administration, Transportation Security Administration, Native American representative, RWQCB, and SCEMD.

Benefit: Completion of the remedial excavation allowed for reuse of the site for a new Airport Rescue and Fire Fighting (ARRF) facility to be built.



Former Chevron Bulk Terminal, National City, CA

AIS was contracted to perform soil remediation and site restoration activities at a 3.25-acre property owned by BNSF as part of the Pacific Steel, Inc. metal recycling facility located in National City, California. The primary constituents of concern were heavy metals, petroleum hydrocarbons, and low levels of PCBs. The property had undergone previous remediation efforts but was never completed and contaminants remained several feet below surrounding grade including former concrete structures and 20 years of vegetative growth. Remediation required the surgical excavation of the impacted soil from pre-determined quadrants as well as horizontal and vertical lenses within the subject quadrant.

AIS excavated, transported, and disposed of 9,350 tons of non-RCRA hazardous waste and 6,100 tons of non-hazardous waste. As excavation areas were completed, confirmatory sampling was conducted and the areas were released for backfill. Restoration of the property included importing the volume of contaminated soil as well as the balance of the previous remediation and elevations required for compliance of the site's City approved Grading Plan.

AIS imported 24,000 tons of clean soil to complete the grading activities. Upon completion, AIS installed various SWPPP devices including construction of earthen swales, rip-rap placement, silt fence and other applicable BMPs. The site gained final approval from the City's Grading Department as well as the State's Department of Toxic Substance Control. The site is slated for redevelopment into an intermodal staging area for product distribution.

Key Features

- Mass grubbing of 20-years of over-growth
- Handling and treatment of 1.5 acres of rainwater
- Soil remediation and site restoration including excavation, transport and disposal of 15,000 tons of non-hazardous and California-hazardous (non-RCRA) waste, and backfilling with 24,000 tons of clean soil.
- Work performed under oversight of the city's Grading Department and Department of Toxic Substance Control.



Tracks at Brea – Segments 3 and 4 Excavation, Brea, CA

AIS was contracted to perform soil remediation and site restoration activities at a 3.25-acre property owned by BNSF as part of the Pacific Steel, Inc. metal recycling facility located in National City, California. The primary constituents of concern were heavy metals, petroleum hydrocarbons, and low levels of PCBs. The property had undergone previous remediation efforts but was never completed and contaminants remained several feet below surrounding grade including former concrete structures and 20 years of vegetative growth. Remediation required the surgical excavation of the impacted soil from pre-determined quadrants as well as horizontal and vertical lenses within the subject quadrant.

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Key Features

- Remedial Action performed under Orange County Health Care Agency Oversight
- Long, narrow site with drastically changing topography
- Contaminants of concern—arsenic, cadmium, TPH, PAHs
- Excavation, transport and disposal of 70,000 tons arsenic impacted soil
- Install storm drain piping and collection boxes
- Install post construction BMPs to meet requirements of SWPPP
- Detailed rough and fine grading
- Installation of curb and gutter, paving, decomposed granite
- Landscaping of entire segment(s)
- Provide final as-built survey to City upon completion
- Strict health and safety standards applied to all site activities

Section 2.

Review of Existing Data



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Upon review of the Draft Remedial Action Plan from October 2023, as well as the Phase I Environmental Assessment and concurrent Phase II Limited Site Assessment from December 2023, it has been concluded that initial investigation does require further assessment to properly conduct the proposed remedy.

Site Description and Background (Krazen, 2023): The single parcel of land, approximately 2.98 acres, is currently owned by the City of Fresno and is located south of H Street (1457 H Street) between Stanislaus and Tuolumne Streets, Fresno, Fresno County, California. Based on official zoning maps, it is zoned as part of the Downtown Core (DTC). The Site is fenced on three sides and shares its southwestern property line with the railroad, the southeast and northwest property lines with commercial/ industrial operations including an asphalt-paved tractor-trailer staging lot and building material storage yard. The northeast property line is bound by the two (2)-lane H Street, which provides the only access onto the Site. A buried hazardous liquid pipeline, telephone lines and fiber optic lines are also located on the Site.

The Site was vacant land in 1888. Later the Site was occupied by railroad tracks and associated facilities from at least 1898 until at least 1987, including: 1) a hardware, agricultural implements, and raisin warehouse; a nursery depot; an agricultural implements storage area; and a packing shed in 1898, 2) a fruit & box material warehouse; a harrow warehouse; and a wood yard in 1906, 3) 12 railroad lines/spurs and a loading platform in 1918, and 4) 12 railroad lines/spurs; a loading platform; and a freight building from at least 1948 until at least 1987. The Site has been vacant land except for the existing communications facility since at least 1998. Additionally, the Site appears to have been utilized as a storage yard in mid-2017. The Site does not appear to have been utilized for agricultural purposes since at least 1898.

A review of the adjacent properties historic uses identified a former logistics operation (Bedrosian Trucking Services, 1454 G Street) (Bedrosian) to the adjacent southwest of the subject site. Several petroleum fuel containing underground storage tanks (USTs) were operated at this facility. The USTs were removed from the property prior to 2010. Soils impacted from UST releases were remediated. However, in 2010 during a fuel dispenser upgrade, a release was identified associated with the fuel dispenser system. A subsequent soil investigation identified impacted soils beneath the fuel dispenser system extending to a depth of over 70 feet below ground surface (bgs). TPH-g concentrations in soil were identified at 30,000 mg/Kg beneath the former fuel dispensers. Benzene was identified at 810 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) in soil vapor beneath the former fuel dispensers which is several orders of magnitude higher than the screening levels available

from the Regional Water Quality Control Board (RWQCB). The property was not remediated and was awarded closure under the RWQCB Low Threat Closure Policy (LTCP) in January 2020.

The former fuel dispenser system is located approximately 250 ft southwest of the subject site's southwestern boundary. Due to the elevated soil vapor concentration, a potential soil vapor intrusion concern to the subject site exists.

A review of the vicinity properties historic uses identified a former dry cleaners and dry cleaner chemical manufacturer/distributor south/southeast of the subject site. In the mid-1990's the chemical manufacturer/distributor Univar (1454 G Street) identified a release from a bulk tetrachloroethylene (PCE) aboveground storage tank (AST) and has impacted soil, soil vapor, and groundwater beneath, and downgradient of the facility. Subsequent investigations identified the extent of the impacts to the environment. A groundwater monitoring well was installed on the subject site to monitor the movement of PCE in groundwater and to assess the effectiveness of remediation activities conducted by Univar. In 2010, Lamoure's Dry Cleaners (1304 G Street) was identified as an additional source of PCE impacts and began to conduct their own assessments separate from Univar.

Previous assessments: In a site screening assessment, Blackburn Consulting (Blackburn) identified PCE at 13,000 $\mu\text{g}/\text{m}^3$ in soil vapor in a soil vapor well at the Lamoure's facility approximately 300 feet south of the subject site. Guidance provided by the RWQCB states the cancerous screening level for PCE in residential areas is 15 $\mu\text{g}/\text{m}^3$. Additionally, PCE was found in trace concentrations in groundwater beneath the subject site according to a groundwater monitoring report dated April of 2022 prepared by ERM-West, Inc. on behalf of Univar. PCE in groundwater beneath the subject site and in soil vapor adjacent to the subject site represented a concern to the subject site. Groundwater was not sampled during the Phase I or Phase II but was conducted on behalf of Univar's monitoring program and reportable amounts of PCE noted. Due to the nature of how lead and arsenic migrate through the soil horizon and the groundwater table at least 100bgs, further investigation into groundwater impacts have not been made nor are deemed necessary. Soil vapor was sampled for as noted below.

Additionally, during a site visit in December 2022, several soil stockpiles were noted to be centrally located on the Site. They were not consistent in texture or color and are undocumented with regard to their source. The soil piles appeared to be a result of unauthorized dumping at the subject site.

December 2023 concluded a Phase I Environmental Assessment and concurrent Phase II Limited Site Assessment. Detailed results can be found in the RAP as well as those individual documents. The assessments suggest that among a limited number of samples, arsenic and lead were present above ESLs, while TPH-cc and SVOCs did not cross the threshold of corresponding ESLs.

An assessment of potential vapor migration from offsite sources was conducted using soil vapor probes, and it was determined that 16 of the 63 VOCs were detected in all the samples initiated, as well as varying amounts of Benzene, Ethylbenzene, Naphthalene and Tetrachloroethylene above ESLs in the sample set.

The unknown soils stockpiles were also sampled and tested for various chemicals of concern at varying depths, it was found that both arsenic and thallium were present in levels exceeding the ESLs.

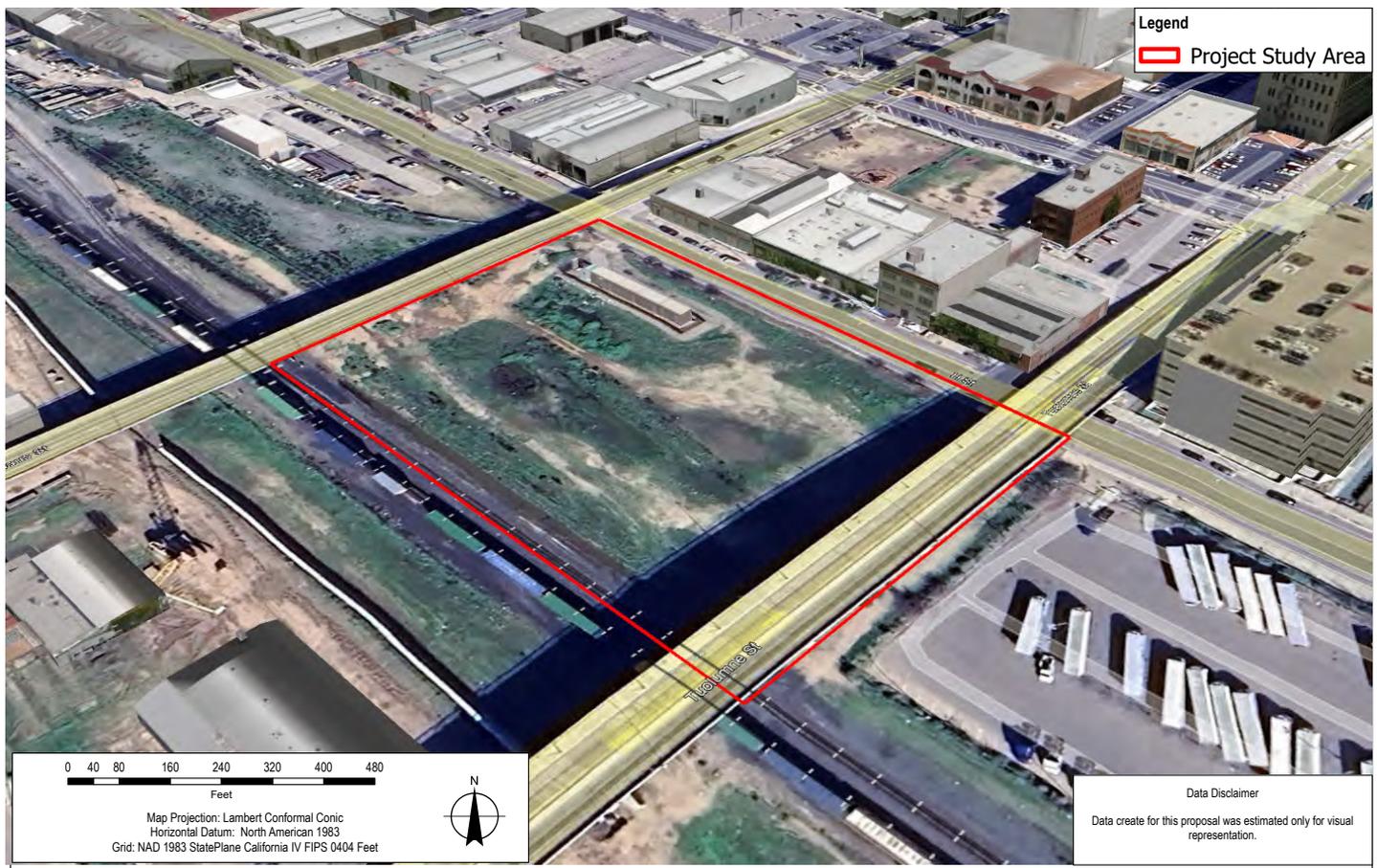
Data Gaps: At the conclusion of the Phase I and Phase II it was determined that Data Gaps do remain in place regarding Lead, arsenic, Thallium (stockpile only), and

VOCs. Investigation of both lateral and vertical extent of metals contamination needs to be performed to properly assess the Sites conditions. Since groundwater is well below the area of influence for metals migration, and the offsite monitoring is being performed for other contaminants of concern by the responsible party, additional groundwater assessment is not deemed necessary at this time.

Areas that need further investigation include the following:

- Soil Data Gap (As, Pb, Th (stockpile only)
 - Gridded Site samples to determine the vertical and lateral extent of metals contamination;
 - Soils below unknown stockpiled soil (including Th); and
 - Soils excavated to be profiled before disposal.
- Soil Vapor Data Gap
 - Installation of Soil Vapor wells

Risk evaluations for both regarding human health exposure to determine the path forward



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Section 3.

Project Approach and Methodology



→ The Power of Commitment

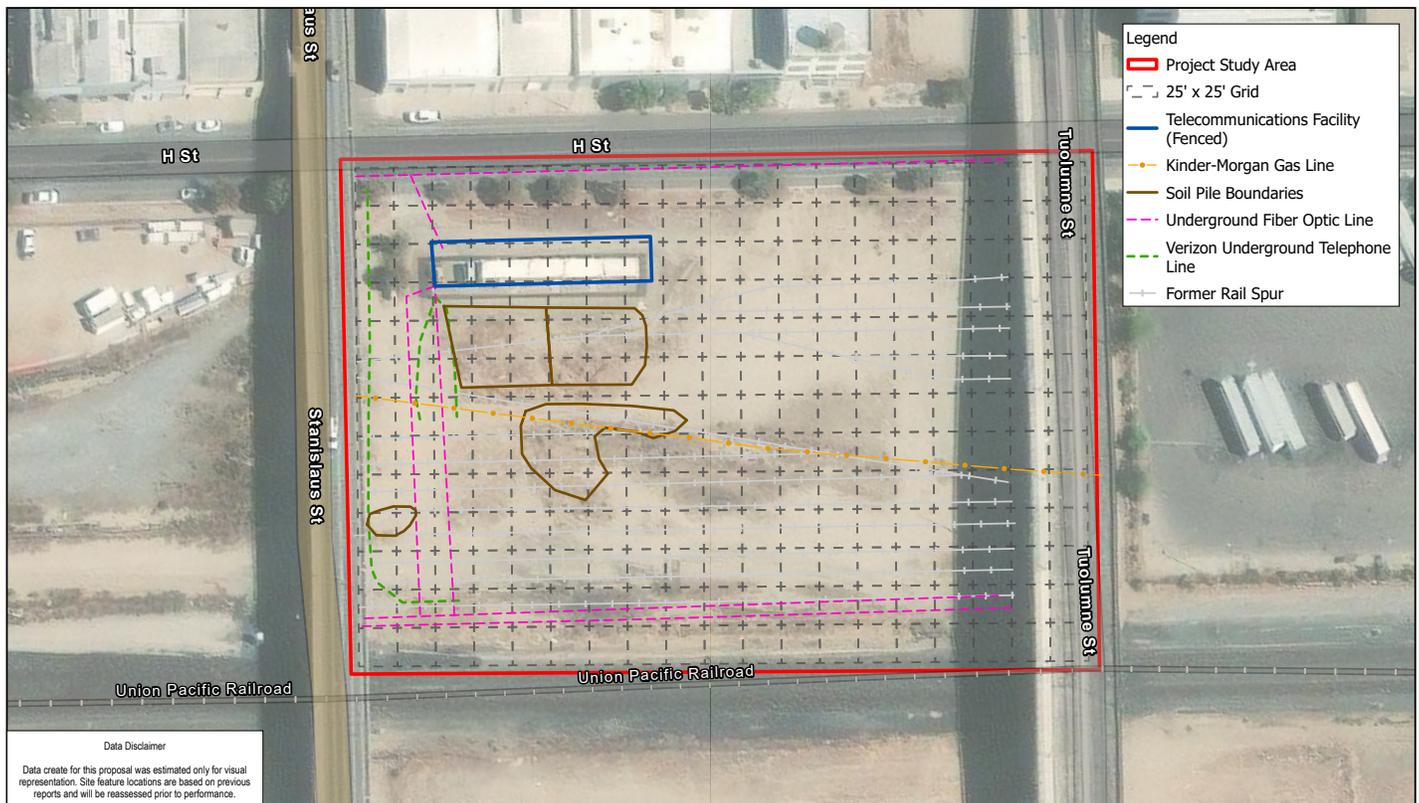
A driving factor is a future focused mentality. GHD approaches projects with a cradle to grave methodology, always nodding to the beneficial reuse of properties post remediation. A forward-looking approach as to the end use is always a factor in how we perform, and the methodologies applied. GHD strives for collaboration upfront to develop and implement the shared vision.

A strong safety culture leading our Team to success. For both GHD and AIS, safety culture is the most important aspect of our work, it takes precedence on every project and activity engaged. A safe workplace and the prevention of accidents is an integral part of our day-to-day operation. Under Federal, State, and local law, GHD and AIS are responsible in providing all applicable training and a safe working environment to protect the life, health and safety of its employees and subcontractor personnel. All tasks and projects are approached with a “safety first” focus and recognizes that worker, client, and community safety take precedence over any facet of the project. This forward safety culture not only ensures safe practices while onsite but recognizes the goal of keeping the community safe with a healthy location for future housing as part of the overall goal of the Cleanup at the Site.

Commitment to excellence through engagement. Prior to mobilization, all the appropriate and applicable Work plans will be established, reviewed and adopted, after

careful consideration and collaboration with the City of Fresno and DTSC. We are committed to supporting the effort at all stages and will submit monthly updates and status reports to ensure the schedule is maintained and the project stays on course. We have intentionally built in an additional allowance of time for communication that may need to go beyond the standard review periods, prior to field work commencing, in the spirit of upholding the importance of collaboration and engagement with both the City and DTSC.

Experience and technology, allow us a keen sense of adaptability and efficiency. For the Site at 1457 H St, the investigation of both lateral and vertical extent of metals contamination needs to be performed to properly assess the Sites conditions, at depths assumed no greater than 3 feet (based on previous sampling, the greatest depth of lead is at 2 fbgs and arsenic at 1fbgs, with averages at the surface or 1 fbgs). The strategy will be to assign a 25 ft grid, as suggested in the RAP, to confirm the vertical and lateral extent of the contamination. Since the nature of these metals is to stay suspended in soil and not migrate to depth, samples will be GPS located, recorded and collected by using a hand auger, at 3 depths per location, 0.0-0.5 fbgs, 1.0-2.0 fbgs, and 2.0-3.0 fbgs. Surface samples (0.0-0.5 fbgs) will be sent to an accredited lab for analysis (Eurofins), while additional samples will be held as step outs for further analysis and confirmation of containment extent. A field



portable XRF unit will be utilized onsite as well to guide the excavations once the initial areas to be removed are determined. This will be done in order to limit the number of additional samples sent for confirmation, creating cost savings and tightening schedule, as well as limiting contact with exposed soils and as to not leave open excavations onsite longer than necessary. We will be utilizing a step out approach, so that while the excavation is occurring in 'lifts' we can follow behind and 'confirm' areas of impact being removed, with the XRF field unit. Once we acquire field data to confirm we captured the contamination, we will send final samples to the lab for analysis and final confirmation. This approach also allows us to return to areas efficiently and dig 'hot spots' actively, saving time and costs associated with remobilization.

Success though solid and strategic partnering.

Excavation of impacted soil will be accomplished utilizing a large hydraulic excavator(s), supported by large capacity wheel loader(s) to perform the waste handling efforts. The excavator will be equipped with various capacity buckets to maximize excavation efficiency and achieve appropriate extraction and loading rates. AIS, as the lead on the earthwork, assumes an average rate of +/- 750 CY or 1,100 tons of soil to be exported each day and the desire to move the quantity of excavated material to the assumed landfill(s). AIS plans to direct load as much material as possible while allowing for surge or stockpile accumulation within the individual excavation areas. If any temporary stockpiling of soil greater than 48 hours occurs, the subject stockpile will be wetted and/or covered with 6-mil poly sheeting until such time the subject waste is exported. Sequencing of excavation work will generally proceed from west to east across the site. Natural progression should allow AIS to excavate and manage removal rates to accommodate the removal and consolidation of waste materials from the proposed excavation areas. This approach will maximize excavation productivity and facilitate steady off-hauling and allowing confirmatory sampling to progress in the same manner as to free up areas to receive imported fill.

GHD will provide initial and periodic field staking of each removal area to establish preliminary removal boundaries and document final excavation limits. AIS will excavate each area to the prescribed preliminary horizontal and vertical limits and can assist GHD in obtaining confirmation samples. Where necessary, sidewalls will be graded to acceptable slopes and the soil from that effort will be consolidated with other waste materials for transport to a BNSF approved waste disposal facility.

Once the all the affected soils are removed, confirmation samples will be collected and analyzed. The locations under the stockpiles will also be sampled and residual contaminated soils removed as deemed necessary.

Clean backfill will be imported to bring the site to grade, compacted and tested utilizing the computerized surveying program TopCom to final the work area to completed with the proposed surface slope requirements.

Once complete, a soil vapor assessment will be conducted using a direct push drill rig to install 10 dual-nested soil vapor wells with probe tips set at five (5) and 15 feet bgs in each of the 10 proposed wells as outlined in the Draft RAP. Results will be analyzed, and a risk analysis performed to determine the potential for human health exposure.

The work to be conducted will be broken down into the following phases:

Task 1: Data Gap Investigation (lateral and vertical delineation)

Soils workplan – Soil characterization workplans and sampling plans to be developed based on the chosen remedy.

Workplans will include:

- i. Summary of previous sampling
- ii. Investigation objectives
- iii. Sampling and Analysis Plan
- iv. Standard Operating Procedures (SOPs)

No access agreements required; all work to be performed on the subject property.

Coordinate subcontractors to perform the work.

- v. Utility location
- vi. Laboratory

Soils field delineation effort will be accomplished in one consecutive five (5) day field event, using a field team of 3 people. Lab turnaround time (TAT) will be expedited at 72hrs.

Up to 220 surface samples will be submitted for chemical analysis after the five-day event and 440 samples will be held for further analysis after initial results are analyzed (220 at each additional depth). This may take an additional 5-10 days for lab data to be returned.

Once the satisfactory levels of lateral and vertical extent have been established, a proposed dig scope will be created.

- Onsite stockpiles will be sampled.
- No groundwater sampling is required.
- GHD will prepare one draft report for client review and comment.

- GHD will finalize document after receipt of the client review comments.
- DTSC review will include only minimal comments on the Report (e.g. spelling, pagination, rewording) and will not include additional scope or strategic elements.
- One 1-hour meeting with DTSC to review delineation results and confirm excavation limits will be conducted post sample results.

Note that monthly status reports will follow every stage of the project to ensure schedule maintenance.

Task 2: RAP Finalization

Submittal of the updated RAP and finalization of the remedy based on data collected, previous data and discussions with DTSC.

- GHD will prepare one draft report for client review and comment.
- GHD will finalize document after receipt of the client review comments.

Task 3: Implementation of the RAP (excavation)

Upon approval, Site activities will commence.

GHD to supply field labor, equipment, supplies and supervision to perform field confirmation sampling.

Field confirmation sampling performed by GHD.

Remediation subcontractor costs include:

- vii. Laboratory analytical costs associated with waste characterization
- viii. All permits and fees associated with the remediation activities
- ix. Waste characterization, profiling, and disposal facility coordination
- x. Transportation and disposal of all waste materials
- xi. Backfill soil sourcing, characterization and placement
- xii. Compaction testing and reporting

All field work will be conducted within the purchase property boundary and no access agreements are required.

Soil set aside for offsite disposal to a licensed waste facility (to be done concurrently with the dig effort to aid schedule).

Import soil will be used to bring site to grade.

Task 4: Supplemental Soil Vapor Work Plan (to be developed currently, implementation to directly follow the excavation)

The Soil Vapor Workplan will include:

- viii. Summary of previous remediation and soil vapor sampling
- ix. Investigation objectives
- x. Sampling and Analysis Plan
- xi. Standard Operating Procedures (SOPs)

No access agreements required; all work to be performed on the subject property.

Task 5: Soil Vapor Field Effort

Coordinate subcontractors to perform the work.

- i. Utility location
- ii. Driller
- iii. Laboratory

Soil vapor field delineation effort will be accomplished in 3 days using an approved drilling team and a direct push rig.

A maximum of 10 samples will be collected at five (5) and 15 fbgs in each of the 10 proposed well locations.

GHD will prepare one draft report for client review and comment.

GHD will finalize document after receipt of the client review comments.

DTSC review will include only minimal comments on the Report (e.g. spelling, pagination, rewording) and will not include additional scope or strategic elements

Task 6: RAP Completion Report (Soil and Soil Vapor)

The RAP Completion Report will include:

- i. Summary of field activity
- ii. Variations, if any, from the RAP
- iii. Field notes and construction progress reports
- iv. Survey of sample locations and final excavation extent
- v. Final volumes
- vi. Analytical results (delineation sampling, confirmation sampling, waste characterization)
- vii. Transportation manifests
- viii. Weight tickets from disposal facility

Remediation subcontractor will provide all necessary documents (waste manifests, weigh tickets, grade permits, surveys, etc.) 15 business days after the last confirmation sample is collected.

GHD will prepare one draft report for client review and comment.

GHD will finalize document after receipt of the client review comments.

DTSC review will include only minimal comments on the Report (eg spelling, pagination, rewording) and will not include additional scope or strategic elements.

Assumes one 2-hour meeting with DTSC to review site history, investigation and remediation activities, and answer questions.

Result of meeting will be case closure – no additional information requests or reporting will be required.

Shared Vision.

GHD supports and advocates for the vision of bringing affordable transitional housing to the City of Fresno. Being able to provide a clean, sustainable, and supportive environment for community members transitioning to permanent affordable housing is a vision shared. The Power of Commitment is more than a mission statement, it is a value held by GHD that motivates its team members to collaborate and build communities esteem through a safe and welcoming environment. GHDs approach not only ensures a beneficial reuse for the property, but also an investment in the community it supports.



Section 4.

Project Team and Key Personnel



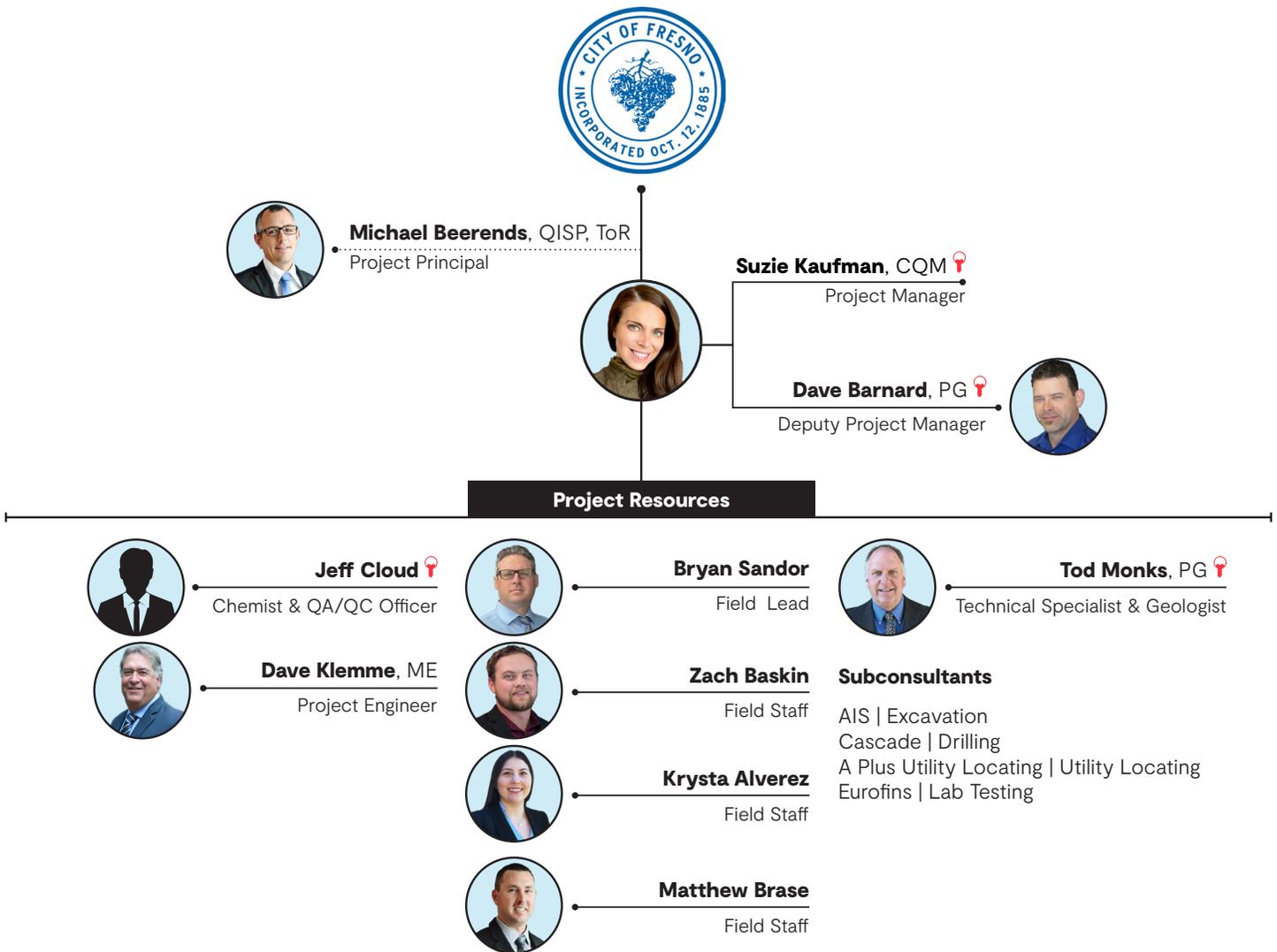
→ The Power of Commitment

Our Proposed Team

Based on our understanding of your project needs, we propose a team structure that spans the anticipated needed services. The organizational chart below details our proposed team, including disciplinary-based roles tailored to your project. Many of our team members have worked together on other projects and additional staff may be called on if needed/desired. *We have provided full, detailed resumes for all staff on our organizational chart in Appendix A.*

Continuity or personnel.

We are committed to keeping the same project team we are proposing. Should an unexpected change result in a team member being unavailable to serve the City on this project, we are backed with the resources of a global network. No changes will be made to the project team without consent by the City.



Our Subconsultants

To strategically augment the strength and efficiency of our team, GHD will be joined by the following subconsultants: AIS (excavation), Cascade (Drilling), A-Plus (Utility Locating), and Eurofins (Lab). We have long-term relationships with the subconsultant firms on this team and they will bring the most appropriate, qualified staff and experience to your project.

Biographical Sketches

The biographies below are of GHD's key team members as illustrated in the organization chart. We chose this team because of their technical excellence, local experience, on-time delivery and proficiency. The GHD team is fully staffed and capable of providing the City with the right team for each service group identified. *We have included detailed resumes for each key team member in Appendix A.*



Suzie Kaufman, CQM | Location: Sacramento
Project Manager
Years of Experience: 23 years

Qualifications/Accreditations: BS, Environmental Sciences, University of Illinois; Construction Quality Management for Contractors (CQM); Occupational Safety and Health Administration (OSHA) 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training/Supervisor Training

Why Suzie. Suzie's extensive experience in environmental management, munitions handling, and thermal bioremediation makes her exceptionally qualified for the Project Manager role for the City of Fresno's Environmental Services and clean-up Project. Her proven track record in emergency response and handling complex construction projects ensures she can effectively lead and manage this critical initiative. The combination of her technical expertise and leadership abilities aligns perfectly with the City of Fresno's objectives, ensuring a successful and efficient project execution.

Relevant Project Experience:



870 Broadway, DTSC Voluntary Clean up Program
DTSC
Role: Project Manager



PG&E Davis Service Center Investigation/Remediation
DTSC
Role: Project Manager



Lennar Mare Island Investigation/Remediation
DTSC
Role: Project Manager



Dave Barnard, PG | Location: Roseville
Deputy Project Manager
Years of Experience: 15 years

Qualifications/Accreditations:

BA, Geology, California State University, Sacramento; Professional Geologist (PG), CA #9637; OSHA HAZWOPER Training

Why Dave. With extensive experience in overseeing fieldwork, in-situ remediation, data analysis, and conducting environmental site assessments and construction audits, Dave is exceptionally qualified for the Deputy Project Manager role. His proficiency in soil and groundwater sampling, monitoring, and adherence to health and safety protocols aligns perfectly with the City of Fresno's project needs. Dave's technical skills ensure thorough and precise project execution, making him an invaluable asset to the environmental services and clean-up efforts.

Relevant Project Experience:



Gregory Alexander Underground Storage Tank Removal
Department of General Services
Role: Project Coordinator



City of Dixon Remediation Well Install
Phillips 66
Role: Project Coordinator



Former Agriculture & Industrial
Department of General Services
Role: Project Coordinator



Jeff Cloud | **Location:** Seattle
 Chemist & QA/QC Officer
Years of Experience: 20 years

Qualifications/Accreditations: BA, Zoology, University of Washington

Why Jeff. Jeff is exceptionally qualified for the lead chemist and QA/QC officer role for the City of Fresno Environmental Services and Clean-up Project due to his extensive expertise in site sampling, analysis, and quality assurance within investigative and remedial projects. His professional experience includes developing and implementing comprehensive Quality Assurance Plans (QAPs) and ensuring strict compliance with regulatory standards. Jeff’s meticulous attention to detail, coupled with his ability to manage complex environmental projects, makes him an ideal candidate to lead this initiative. His proven track record in maintaining high standards of environmental safety and accuracy will be invaluable to the success of this project.

Relevant Project Experience:



Biennial Groundwater Sampling Army Pier Wells
 Glenn Springs Holdings, Inc.
 Role: data validation, lab coordination
 QC analysis



Palau Dredge
 US Navy
 Role: data validation, lab coordination
 QC analysis



Triton West (Groundwater Sampling) Consent Decree
 Shell Corporation
 Role: data validation, lab coordination
 QC analysis



Tod Monks, PG, RG, MBA
 Technical Specialist & Geologist
Years of Experience: 37 years

Qualifications/Accreditations:

BA, Geology, Ohio University; MS, Geology/Hydrogeology, Wright State University; Professional Geologist (PG), CA #8047

Why Tod. With expertise in Regulatory Compliance, Hydrogeology, and Hydrogeochemistry, Tod brings a wealth of knowledge crucial for the City of Fresno Environmental Services and Clean-up Project. His proficiency in Site Assessment and Remediation, and Conceptual/Numerical Groundwater Modeling ensures precise analysis and effective solutions for complex environmental challenges. Tod's extensive background makes him the ideal candidate to lead technical initiatives, ensuring the project meets all regulatory standards and achieves its environmental goals.

Relevant Project Experience:



Fredrick Ramond Soil and Groundwater Remediation Services
 Confidential Client
 Role: Project Manager



Groundwater, surface water, and waste management related projects and associated tasks
 Martinez Corporation Refinery (MRC),
 Role: Program Manager



FY24 H-387 & H-307, Replace Anderson Housing, Phase VII & VIII. Assessment and stabilization of Metals and Pesticide Impacted Soils, (PIS) Naval Support Activity
 Andersen AFB, Guam
 Role: Project Task Manager

AIS | Excavation



American Integrated Services Inc. has built a highly specialized, skilled, and experienced team

with an impressive work history of successfully completing many complex projects within schedule, budget and most importantly, incident free. This focus on excellence include a strong commitment and focus that puts the safety of their employees, their clients, and the community as the number one priority of every task or project we are involved on. Their crew members are educated, empowered, and motivated to ensure the safety of themselves and the entire project team. These efforts combined with a safety culture dedicated to the belief that all accidents are preventable, and that a zero-incidents goal is attainable have resulted in an industry leading Worker's Compensation Experience Modification Rate (EMR) of less than 1.0. Their ability to maintain this EMR is especially significant in that they self-perform the majority of their project work.

Cascade | Drilling



Cascade Drilling® (Cascade) was founded in 1991 as a highly

regarded Northwestern US regional drilling company operating across three states. Cascade developed a strong reputation for safety, service and reliability, with a particular emphasis on traditional drilling technologies: auger, rotary and direct push. In 2013, the company made a significant investment in sonic drilling technology and expanded its geographic reach across the United States. Since then, Cascade expanded their service offerings through strategic acquisitions. Today's Cascade family of brands include Cascade Drilling, Cascade Remediation Services, TerraTherm, and Aquifer Drilling & Testing.

Cascade is a field services contractor that partners with their clients to provide seamless environmental and geotechnical solutions from concept to completion. Cascade provides the industry's most comprehensive in-house suite of field services to support geotechnical and environmental drilling, site characterization, and environmental remediation projects—no matter how routine or complex.

Their breadth of services and technologies, highly skilled field and support staff, and a world-class safety program are here to support every stage of your project.

A-Plus | Utility Locating



A Plus Utility Locating has been in operation since March 2016. They count with over 26 years of combined experience in the field of

Underground Utility Locating and Damage Prevention services, trained in Hazwoper, Railroad UPRR, TWIC, PG&E, Shell, etc. Their goals are focused on being there for their clients to offer accurate utility location information and to aid in safeguarding against unseen dangers, costly expenses and potential time loss involved in causing damage to utilities.

A Plus Utility Locating equipment is state-of-the-art and they maintain a constant search for the latest technology in their field. Additionally, they offer Electro Magnetic Line Locating, Ground Penetrating Radar Services.

Eurofins | Lab



Environment Testing
Calscience

Founded in 1986, Eurofins Environment Testing Southwest, LLC (Eurofins Calscience) is the

largest full-service environmental testing laboratory on the West Coast offering a comprehensive portfolio of analytical methods for the testing of air, wastewater, groundwater, sea water, sediment, soil, and tissue. Eurofins Calscience built their reputation on service and quality, consistently delivering on-time legally defensible results, and offering rush turn-around time that clients have come to rely upon. They employ a staff of nearly 150 professionals, including chemists, technicians, project managers, and engineers. Eurofins Calscience holds numerous state certifications and approvals and is certified under the National Environmental Laboratory Accreditation Program (NELAP) (Oregon Health Authority, Public Health Division), Environmental Laboratory Accreditation Program (ELAP), and California State Water Resource Control Board.

Section 5.

Project Schedule and Timeline



→ The Power of Commitment

Section 6.

Cost Proposal



→ The Power of Commitment

| City of Fresno - Property at 1457 H Street | | |
|---|-------------|---|
| PROJECT TASK | Cost | Description / Assumptions |
| 1a. Supplemental Site Investigation (SSI) Work Plan | \$94,900 | Draft, Draft Final, Final (with DTSC review), Project Duration Monthly Status Reports |
| 1a. SSI Field Work | \$9,600 | Utility locate / Mobilization |
| | \$29,700 | Grid Layout |
| | \$56,900 | Soil Sampling/lab |
| | \$22,700 | SSI Report |
| | \$7,300 | DTSC Remedy Meeting |
| 2. Remedial Action Work Plan | \$72,000 | Draft Final, Final (with DTSC review) |
| 3. Remedial Investigation | \$85,500 | Work Plans - Draft Final, Final (with DTSC review) |
| | \$7,000 | Utility locate / Mobilization |
| | \$1,355,000 | Soil excavations and Disposal |
| | \$87,700 | Soil Sampling/lab |
| | \$39,300 | Site Restoration / Demobilization |
| 4. Soil Vapor Work Plan | \$89,800 | Draft Final, Final (with DTSC review) |
| 5. Post Excavation Soil Vapor Installation and Sampling | \$8,200 | Utility locate / Mobilization |
| | \$77,500 | Drilling - 5 days |
| | \$4,000 | Soil Sampling/lab |
| | \$8,900 | Site Restoration / Demobilization |
| 6. Completion Report | \$101,000 | Draft, Draft Final, Final (with DTSC review), Case Closure with DTSC |

Total = \$2,157,000

| ASSUMPTIONS | | |
|--|-------|--|
| Dig and Haul | | |
| Area (acres) | 2.98 | |
| Depth (ft) | 3 | (with exceptions for a 5% hot spot area below 3ft) |
| Volume (CY) | 8,000 | excavation, hauling and backfill over 8,000 is priced at \$150/ton |
| Percent Hazardous | 5% | |
| Percent Non-Haz | 95% | |
| Sampling | | |
| Soil (Pb and As) | 660 | |
| Soil Vapor | 10 | |
| Drilling | | |
| Soil Vapor Probes | 10 | |
| Hours per day | 9 | |
| General | | |
| Work to commence in approx. 6 months from award to secure pricing from subcontractors Schedule is based on basic review times for DTSC, and the city to review concurrently Prevailing wages apply | | |

Appendix A

Detailed Resumes



Suzie Kaufman CQM

Project Manager



Location

Sacramento, CA

Experience

23 years

Qualifications/Accreditations

- BS, Environmental Sciences, University of Illinois, Chicago, IL, 2002
- Construction Quality Management for Contractors (CQM)
- Occupational Safety and Health Administration (OSHA) 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training/Supervisor Training
- OSHA 30-Hour Supervisor Training
- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)/Superfund 101 Training, First Aid/CPR/AED

Key technical skills

- Environmental, Munitions, Thermal Bioremediation, and Emergency Response
- Project/Construction Management
- Special Program Management

Memberships

- Scientists Without Borders, 2011
- Project Management Institute, 2005
- Golden Key International Society, 2001

Relevant experience summary

Suzie Kaufman is an experienced environmental, munitions, thermal bioremediation, and emergency response project manager with 23 years of experience in field services and team management. Holds a degree in environmental sciences/geochemistry and has served as a senior project manager, special programs manager, quality control specialist and health and safety lead, building teams and creating strong, younger workforces through mentorship and leadership. She has established relationships with the Department of Defense (DoD), US Army Corps of Engineers (USACE), Army, Army National Guard (ARNG), Air Force, Environmental Protection Agency (EPA), Federal Emergency Management Agency (FEMA), and many other federal and local government clients, as well as the private sector. Suzie is also skilled in the nuances of federal/state/municipal client management. She has demonstrated success managing projects ranging from \$10,000 to \$100 million over the breadth of 40+ projects. Received accolades for precise and well written work products, as well as a commendation from the ARNG for excellent communication and contribution to the environmental program. She is consistently on budget and ahead of schedule and is an effective remote worker adept at using remote collaboration tools, including Zoom, Microsoft Teams, and Skype.

Professional Experience

Senior Project Manager (Hybrid)

GHD | Sacramento, CA

- Manages site investigation, remediation, and restoration projects, including but not limited to soil vapor testing, groundwater well monitoring, soil sampling and delineation, and client management.
- Prepares remedial design documents, work plans, data gap analyse, and after actions reports.

- Creates project forecasts, scheduling, budgets, and resource allocation.

Principal Consultant/Project Manager (Hybrid)

ERM | Sacramento, CA

- Manages site investigation projects for the PG&E Davis Service Center, including but not limited to soil vapor testing, groundwater well monitoring protocols, the indoor air monitoring program and client management.
- Oversight of drilling operations and subcontractor management.

- Oversees and manages site investigations at the Lennar Mare Island Naval facility and the restoration site closure program.
- Task Manager for the Railyards Restoration and Remediation program in Sacramento, CA.
- Prepares remedial design documents, work plans and after actions reports.
- Creates project forecasts, budgets, and resource allocation.
- Office Health & Safety Manager and new employee mentor.

Senior Project Manager (Remote)

TerraTherm, Inc. | Sacramento, CA

- Manages thermal remediation projects across the United States for private industry clients.
- Prepares and reviews technical and cost proposals, as well as estimating.
- Prepares design documents, work plans, and after actions reports.
- Creates project forecasts, budgets, and resource allocation.
- Demonstrates Science, Technology, Engineering, and Math (STEM) knowledge and mentor's junior staff.
- Responsible for budgets, schedule, and project delivery.

Project Manager (Remote)

Engineering Remediation Resources Group, Inc. | Sacramento, CA

- Prepared and review technical and cost proposals as primary author.
- Managed the decommissioning the formerly used Radiation Absorbed Dose (Rad) facilities/labs, including asbestos abatement, hazardous material handling, radiation cleanup and demolition.
- Prepared decommissioning work plans and after actions reports.
- Authored data gap studies and create information repositories.
- Assisted in business development with a focus on client services.

Project Manager - Military Munitions Response Program (MMRP)/Rapid Response (Remote)

Weston Solutions, Inc. | Sacramento, CA

- Only team member recognized with a Certificate of Commendation from the Department of the Army and Air Force National Guard Bureau for outstanding support and coordination in ARNG Environmental and Remediation Program.
- Orchestrated on-site daily operations and logistics tracking during FEMA 2017/2018/2019 California

Wildfire Emergency Response. Monitored over 150 staff, expense reporting, equipment tracking, data collection, and EPA compliance.

- Served as Rapid Response Manager for the Omaha District USACE; managing all emergent projects that occur in the western half of the United States and providing ongoing sampling.
- Managed four environmental cleanup projects over the course of 2.5 years to successful closure, including jet fuel spill cleanup, tank removals, groundwater investigations and pipeline installation.
- Monitored and managed cost controls with an emphasis on project set up, budgeting, estimates to completion, forecasting, and resource scheduling for the Non-DoD Owned, Non-Operational Defense Sites (NDNODS) West program and several MMRP projects.
- Actively managed projects valued over \$10 million annually with staff of 50+.
- Lead for multiple proposal teams on government contracts/Requests for Proposals (RFPs) valued at \$30 million.
- Expertise with environmental and MMRP project work spanning Western Region and central regions of the United States – specializing with local governments in Montana, Wyoming, Nevada, Utah, Arizona, California, and Colorado.
- Actively mentored 7+ junior project staff for the “Project Manager-in-Training” group.

Senior Project Manager – Environmental Projects and Programs/MMRP

Ayuda Companies | Broomfield, CO

- Reduced costs up to 20% through effective subcontractor negotiation and improved efficiencies in fieldwork execution.
- Led Environmental Division providing leadership, mentorship, and coordination of 6+ projects and staff of 10+.
- Executed groundwater investigations, sampling, well installation and well development at active and formerly used military bases in Nevada and Nebraska.
- Acquired Water Well Monitoring Technician License, while actively engaging in field efforts.
- Chosen to serve as client liaison and business development advocate, aiding in the growth of the environmental and construction divisions.
- Acted as Technical Lead and Scientific Lead for additional consulting services during proposal development.



Dave Barnard PG

Deputy Project Manager



Location

Roseville, CA

Experience

15 years

Qualifications/Accreditations

- BA, Geology, California State University, Sacramento, CA, 2007
- Professional Geologist, CA #9637

Key technical skills

- Environmental Field Techniques and Technical Report Writing
- Soil Sampling, Groundwater Sampling, Groundwater Monitoring, and Health & Safety Protocols
- Oversight of Fieldwork, In-Situ Remediation, Data Analysis and Environmental Site Assessment and Site/Construction Audits and Inspections

Memberships

- Groundwater Resources Association of California

Relevant experience summary

David Barnard is a licensed geologist in the state of California with more than 15 years of experience conducting various site investigations, which include multiple techniques of contaminated site characterizations, assessment of groundwater, and soil sampling in a variety of media. With experience spanning the private and municipal sectors, he is very experienced managing subsurface investigations, in-situ remediation projects, oversight of subcontractors and projects teams, and mentoring junior/entry-level staff. David's project goals are to meet data quality objectives, to foster client relationships and to make health and safety a top priority on all field projects. David continues to perform in both Project Coordinator and Program Manager roles within GHD.

Emergency, Abandoned, and Recalcitrant Account Sites

Project Coordinator

CA Department of General Services | California

Primarily dealing with locations with current and former underground storage tanks and soil/groundwater impacts, provides coordination of GHD staff and vendors for a variety of Department of General Services locations within Northern California. Tasks include organizing subsurface investigation events and quarterly sampling events, staffing and scheduling, vendor procurement, waste management, reporting, staff training, and invoicing.

Fuel Depot Site Closure

Project Coordinator

P66 | Redding, CA

Coordinated the two phases of monitoring well abandonment, remediation compound demolition/remodel, and utility removal. Support included permitting, vendor selection and coordination, staffing

and scheduling, waste handling, training, reporting, multiple property owner interactions, and client interactions.

Folsom Car Dealership Subsurface Site Assessment

Project Coordinator, Field Technician

General Motors, LLC | Folsom, CA

Assisted with two facilities in coordinating sub-surface site assessment in vicinity of oil/water separators at operational car dealerships. Tasks consisted of coordinating and conducting field work, training/mentoring, lab coordination, soil logging, sample collection/drop-off, drilling vendor and utility surveyor oversight.

City of Willits Remedial Investigation/Feasibility Study/Risk Assessment

Project Geologist/Junior Project Manager

City of Willits | Willits, CA

Served as the Primary Field Geologist/Junior Project Manager for a complex remedial investigation and clean-

up project involving a former manufacturing (heavy-industrial) facility. The process of precision milling, painting and chrome plating led to subsurface impact of soil and groundwater with solvents and heavy metals. A groundwater monitoring and treatment system with a complex network of extraction wells was installed to prevent contaminated groundwater from leaving the site. Responsibilities included scheduling and staffing, permitting (soil borings, well installation, well abandonment, remedial in-situ injections), coordination and implementation of groundwater sampling, coordination with multiple analytical labs and courier services, sample check-in and receipt verification, in-situ remedial activities, procurement, subcontractor oversight and waste characterization, drafting and quality control of routine semi-annual/annual monitoring/sampling reports, work plans, in-situ remediation implementation reports, health and safety plans, requests for proposals, and monitoring well installation/destruction reports.

Novato Car Dealership Subsurface Site Assessment

Project Coordinator, Field Technician
General Motors, LLC | Novato, CA

Assisted with facility in coordinating sub-surface site assessment in vicinity of oil/water separators at operational car dealership. Tasks consisted of coordinating and conducting field work, training/mentoring, lab coordination, soil logging, sample collection/drop-off, drilling vendor and utility surveyor oversight.

PG&E Mercury Assessment and Decontamination

Project Geologist/Hydrogeologist
PG&E | California

Served as a Field Technician for a series of remediation projects at utility facilities impacted by historic mercury use. Implemented site assessments, routine monitoring, and sampling events, and oversaw remedial activities.

Former Fuel Station Site Investigation/ Monitoring Well Installation

Field Technician
P66 | Oakland, CA

Provided oversight for the installation of several monitoring wells in a paid parking lot and coordinated with owners of adjoining property for the following installation of additional monitoring wells. Tasks include soil logging, sample collection and preparation, vendor coordination, scheduling, waste handling, and reporting.

Fuel Station Remediation and Groundwater Monitoring

Project Manager
P66 | Santa Ana, CA

Assumed management of an active fuel station site with Tertiary Butyl Alcohol (TBA)-contaminated groundwater. Quarterly groundwater monitoring events and semi-annual reporting, in addition to an on-site air sparge remedial system. Tasks consist of coordinating groundwater sampling, staffing, budgeting, invoicing, and report review/approval.

Stanton Dual-Phase Extraction Remedial Event

Project Coordinator

P66 | Stanton, CA

Provides technical support for the down-gradient remediation phase of an active service station. Support includes the acquisition of proposal for vendors on an International Standard Classification of Occupations (ISCO) phase and assisting with reviewing the proposals with the project manager and lead engineer.

Owens Corning Site Remediation

Project Geologist/Hydrogeologist

Owens Corning | Portland, OR

Provided field and technical support for the investigation of the presence of Benzene, Toluene, Ethylbenzene, and Xylene (BTEX) and oil/grease in the groundwater of the Owens Corning roofing tile manufacturing/distribution plant. Work on this project included monthly monitoring of product and water levels in select monitoring wells, monthly removal of Non-Aqueous Phase Liquids (LNAPL) via vacuum truck, and routine operation and maintenance of LNAPL groundwater extraction and treatment system.

Site Remediation

Project Geologist/Hydrogeologist

Confidential Client | Sacramento, CA

Provided field and technical support for the investigation of the source of chlorinated Volatile Organic Compounds (VOCs) at the site, formerly used as an industrial laundry and an adjacent carton manufacturing facility. Work on this project included VOC source investigation and exposure pathway/risk evaluation.



Michael Beerends EIT, QISP, ToR

Project Principal



Location

Fresno, CA

Experience

20 years

Qualifications/Accreditations

- BS, Civil/Environmental Engineering, University of Iowa, Iowa City, IA
- Engineer-in-Training, CA #16177
- Qualified Industrial Stormwater Practitioner #00135
Trainer of Record (ToR)

Key technical skills

- Stormwater/National Pollutant Discharge Elimination System (NPDES)
- Waste Discharge Requirements
- Water Reuse and Recycling and Land Application
- Environmental Compliance and Compliance Audits
- Due Diligence
- Drinking Water

Memberships

- American Society of Civil Engineers, Fresno Chapter, President
- Natural Resources Conservation Service
- National Renderers Association
- The Wine Institute
- Manufacturers Council of the Central Valley
- California Stormwater Quality Association

Relevant experience summary

Michael Beerends is a civil/environmental engineer and has worked in the environmental consulting field for over 20 years. He is an experienced and organized project manager/director who is an effective communicator that is able to work with regulators and the public to successfully deliver projects. Michael has several years of experience with SAFER, DWR, conveyance and detention, water reuse and application, environmental compliance, environmental compliance audits, environmental site assessments, public outreach, presentations, and training. Michael is an experienced trainer who is adept at communicating complex issues to the public. He also has extensive experience in project management and coordination with stormwater compliance, Waste Discharge Requirements (WDRs), groundwater monitoring, drinking water systems, reporting, and remediation projects for sites in California, Oregon, and Nevada. Currently, Michael is involved in managing activities for several projects that are under WDRs, public water systems, clean up and abatement orders, and/or pending administrative civil liabilities from the California Water Quality Control Board. Michael has also completed preliminary site investigations, as well as Phase II site investigations for several sites in California. Additionally, he has worked on several Spill Prevention, Control, and Countermeasures (SPCC) plans and Stormwater Pollution Prevention Plans (SWPPPs) for facilities throughout California, including Non-Applicability's (NONAs) and Level 1 and 2 Exceedance Response Action (ERA) reporting under the California Industrial General Permit (IGP).

Lower Shaffer Road Storm Drain Improvements

Project Director

City of Atwater | Atwater, CA | \$650,000

Served as Project Manager for the construction of 4000 feet of new 48-inch storm drainpipe, detention basin, and pump station in order to reduce local flooding in the City. The primary purpose of the project was to add conveyance and storage capacity within the existing storm drain system.

City of Atwater 123-TCP Remediation Construction Management Services

Project Manager

City of Atwater | Atwater, CA

Responsible for project management, coordination, client communication and coordination, public outreach, and progress presentations to Council and general public. Also assisted with inspection coverage as needed.

Malaga Water District Wastewater Treatment Plant (WWTP)

Project Manager
Malaga Water District | Fresno, CA

Responsible for pollution prevention plan preparation, salinity control plan preparation, as well as local limits study development to meet WDR.

Former National Car Rental

Project Coordinator
General Motors | Portland, OR

Petroleum impacted groundwater was treated via oxygen infusion (iSOC units) on behalf of General Motors Remediation and Liability Management Company, Incorporated (REALM). Project coordination and engineering responsibilities included proposal, work plan, final report and budget preparation, sampling activities, remedial system design/installation, subcontractor oversight, data analysis, permitting, local regulations adherence, regulatory agency personnel contact, client interactions, hazardous waste management, and remedial system maintenance, enhancements, and modifications.

Former National Car Rental

Project Coordinator
General Motors | Reno, NV

Petroleum impacted groundwater was treated via a pump and treat system with activated carbon media filters on behalf of General Motors REALM. Project coordination and engineering responsibilities included proposal, work plan, final report and budget preparation, sampling activities, remedial system design/installation, subcontractor oversight, data analysis, permitting, local regulations adherence, regulatory agency personnel contact, client interactions, hazardous waste management, and remedial system maintenance, enhancements, and modifications.

Remediation and Redevelopment

Project Coordinator
Magna Entertainment Corporation | Dixon, CA

Project included work plan preparation, contractor and regulatory agency coordination, and oversight for removal and disposal of 500 tons of diesel impacted soils followed by remedial action reporting for a vacant lot that was being redeveloped by Magna Entertainment.

The Wine Group Wineries

Project Manager
The Wine Group | Cutler, CA; McFarland, CA

Revised Report of Waste Discharge, including waste management plan and antidegradation analysis for the facilities, influent and effluent evaluation, water supply

evaluation, water board reporting to meet WDRs, nutrient management plan development, salinity control plan development, groundwater investigation plan development, sampling and analysis plan, treatment option review and feasibility to meet discharge requirements.

Waste Discharge Requirements

Project Manager
Various Dairies | California

Multiple projects included assisting several dairies throughout California with WDRs. Projects included compliance of the Central Valley Water Board WDRs including regulatory submissions of the preliminary dairy facility assessment and the annual reports, nutrient management, and waste management reports. Coordination of dairy sampling programs included the collection of soil, plant tissue, solid manure, wastewater, and irrigation water sampling in conjunction with the WDR program.

City of Tulare Various Projects

Project Manager
City of Tulare | Tulare, CA

Responsible for various projects for the City of Tulare including air permitting, SPCC, stormwater, and wastewater.

Confidential Client

Project Manager
United States; Canada

The project consisted of coordinating and completing over 100 environmental audits (Transaction Screens) across the United States and Canada within a two-month period. The audits included multimedia (air, water, hazardous waste, wastewater, etc.) compliance inspections and reporting under the Transaction Screen American Society for Testing and Materials.



Tod Monks PG

Technical Specialist & Geologist



Location

Roseville, CA

Experience

37 years

Qualifications/Accreditations

- MBA, Business Administration (Emphasis: International Environmental Management), UNM Anderson School of Management, Albuquerque, NM, 2008
- MS, Geology/Hydrogeology, Wright State University, Dayton, OH, 1988
- BS, Geology, Ohio University, Athens, OH, 1983
- Professional Geologist, California, License #8047
- Occupational Safety and Health Administration (OSHA) 8-Hour Refresher Training, 2022
- OSHA 40-Hour HAZWOPER Training, 1988

Key technical skills

- Project/Program Management
- Site Characterization and Remediation
- Water Resources Planning and Development
- Waste Management
- Conceptual and Numerical groundwater Modeling
- Hydrogeology and Hydrogeochemistry
- Regulatory Compliance

Memberships

- Groundwater Resources Association of California
- Society of American Military Engineers

Relevant experience summary

Tod Monks is a senior environmental project manager/hydrogeologist with more than 30 years of progressively responsible and diverse experience throughout California and the United States. His experience has included management or program management of the following types of projects. Petroleum site characterization, remediation, and compliance; mine/mill site characterization and restoration; assessment and stabilization of pesticide contamination; development of basin scale conceptual site models; environmental impact analysis; and water resources assessment and development.

Tod has supported clients in the government and private consulting sectors working on a wide variety of environmental projects. Government clients have included the Department of Energy, US Navy, Airforce, and Army (Air National Guard and National Guard Bureau). Private clients have been a mix of commercial, industrial, mining, and real estate. Contaminants of concern have included fuels, solvents, metals, dioxins, PFAS, radionuclides, explosives, arsenic, rocket fuels/propellants, and pesticides.

Tod has also worked on projects for a number of municipalities and water agencies located across California and the southern United States helping to resolve their water supply and regulatory issues.

In addition, Tod has experience interacting with the US Environmental Protection Agency, Nuclear Regulatory Commission, the State of California Regional Water Boards, and the California Department of Toxic Substance Control, regarding soil and groundwater assessment and remediation.

Fredrick Ramond Soil and Groundwater Remediation Services
Project Manager
Fredrick Ramond Facility | Southern California

Through implementation of multiple innovative remediation technologies including soil vapor extraction, in-situ chemical oxidation, and enhanced in-situ bioremediation, GHD has successfully reduced chlorinated solvent contaminations to near acceptable

levels. Presently working with the LA Regional Water Quality Control Board to implement a land use covenant restriction that is likely to move the case toward closure.

Environmental Assessment and Remediation

Project Manager, Hydrogeologist

Assessment and remediation of multiple sites contaminated with chlorinated solvents located across Northern and Central California. These projects required litigation support. Managed assessment and remediation of groundwater, indoor air, and soil vapor contaminated with chlorinated solvents.

Sacramento Municipal Utility District (SMUD) Groundwater Amendment (GA) Pilot Test Work Plan for SMUD -- Kramer Site, Sacramento, California, Pumping Test Design and Field-Testing Services

Project Hydrogeologist

SMUD | Sacramento, CA

Assisted in evaluation of the effectiveness of utilizing groundwater amendment in reducing the mass of the Volatile Organic Compounds (VOCs) in the groundwater beneath the Site, thus causing an overall decrease in VOC concentrations in groundwater. The Site hydrogeologic conditions indicated that a groundwater recirculation design should be compared with alternate methods of direct amendment injection into groundwater using EHC® ISCR Reagent (EHC) or an equivalent product.

Site Investigation, UST Removal, and Remediation

Technical Review

Kaiser Regional Laboratory Facility | Berkeley, CA

Defined the lateral and vertical extent of petroleum hydrocarbons in groundwater to applicable water quality objectives. Performed Sensitive Receptor Survey to complete the Conceptual Site Model Verified effectiveness of the interim remedial measures implemented to date at the Site to demonstrate that secondary source removal is complete and general criteria of the long-term control plan has been met.

Uranium Mine/Mill Tailings Site Characterization and Remedial Action

Site Hydrogeologist

Department of Energy | Western USA

Performed site characterization at inactive Department of Energy uranium mill tailings facilities located across the western United States. Developed conceptual and numerical models, performed statistical analyses for extensive water quality databases, designed and performed aquifer pumping tests, served as technical lead for baseline risk assessments, participated in the

regulatory concurrence process with the Nuclear Regulatory Commission and assisted in the National Environmental Policy Act (NEPA) process.

Basewide Groundwater Monitoring and Remediation

Project Hydrogeologist, Field Team Lead

Naval Air Station (NAS) | Fallon, NV

Worked on projects involving basewide characterization and remediation at NAS Fallon. Assisted in the installation of a basewide groundwater monitoring network, including over 180 surface water and groundwater monitoring locations. In addition, I coauthored the first Basewide Hydrologic Monitoring Report for NAS Fallon and was the primary author for the first Basewide Well Utilization Plan, which involved basewide management of over 500 monitoring wells.

Compliance

Real Estate/Solid Waste/Industrial/ California Environmental Quality Act (CEQA)/NEPA

Experience includes management and review of over numerous deliverables including Environmental Assessments (EA), Environmental Impact Statements (EIS), Phase I/II environmental site assessment, biological assessments, migratory bird surveys, and NEPA/CEQA required permitting including management of numerous Section 106 consultations. Additional representative compliance experience includes the following projects.

Martinez Corporation Refinery

Program Manager

Martinez Corporation | Martinez, CA

Groundwater, surface water, and waste management related compliance projects and associated tasks. Projects and tasks have include annual and semi-annual groundwater monitoring and associated groundwater modelling, data collection, analysis and reporting. Waste management, including pond closure, stormwater reporting, and well network management.

Groundwater Monitoring

Project Manager

GE-Hitachi Nuclear Energy | Vallecitos Nuclear Center, Sunol, CA

Groundwater and wastewater monitoring was conducted to determine if GE's wastewater facility is protective of groundwater beneath the Site's disposal areas and identify any correction actions, if any, required to meet the Site's effluent limitations.



Jeffrey Cloud

Chemist & QA/QC Officer



Location

Seattle, WA (Remote)

Experience

20 years

Qualifications/Accreditations

- BA, Zoology, University of Washington, Seattle, WA, 2003

Key technical skills

- Investigative and Remedial Projects
- Quality Assurance
- Site Sampling and Analysis Plans

Memberships

- N/A

Relevant experience summary

Jeffrey Cloud provides oversight and review of analytical testing in support of National Pollutant Discharge Elimination System (NPDES) projects; as well as assessment and validation of ASP, CLP, and SW 846 analytical data. He liaises with analytical laboratories in support of various investigative and remedial projects. Jeff also prepares analytical Quality Assurance Project Plans (QAPP) and provides site sampling and analysis plans.

Project Experience

Various Projects

Project Chemist

Served as Project Chemist responsible for all tasks related to analytical requirements for a wide variety of projects including:

- Preparation of QAPP.
- Procured analytical costs from laboratories to assist with preparing project proposals.
- Assisted GHD staff in understanding and complying with the proper sampling and analytical requirements.
- Assessed and validated data in accordance with various state and regional Environmental Protection Agency (EPA) agencies including US EPA and National Functional Guidelines.
- Making certain that the proper International Organization for Standardization (ISO) documentation is completed.

Chemical Laboratory Technician and Analyst

- Operated, maintained, calibrated, and performed troubleshooting on Gas Chromatograph (GC) and Mass Spectrometer (MS).
- Analyzed aqueous, soil, solid, sediment, and oil samples.
- Analyzed numerous general chemistry parameters.

- Maintained Quality Control (QC) charts.
- Generated analytical reports.

Professional Experience

- Analytical chemist demonstrating a consistent track record of outstanding accuracy and on time delivery while working for fast paced industry leaders in environmental testing. Equally strong qualifications in all areas of laboratory operations: sample receiving, extractions, Laboratory Information Management System (LIMS), general chemistry, maintenance of laboratory equipment and other functions. Hazardous Waste Operations and Emergency Response (HAZWOPER)-certified with field experience assisting in direct push drilling operations and monitoring well installation, effective communicator, leader, and problem solver who possesses the knowledge and skills to surpass all expectations.
- General chemist experienced in many EPA methods involving general chemistry including five-day biochemical oxygen demand (method 405.1), determination of anions by ion chromatography (method 4110), hardness by titration (method 130.2), liquid and solid pH (methods 9040B and 9045C), total suspended solids (method 160.2), turbidity (method 180.1), and ignitability (methods 1010 and 1020).
- GC/MS proficient in the analysis of gasoline range organics and Volatile/Semi Volatile Organic

Compounds (VOC/SVOC) by gas chromatography/mass spectroscopy. Skilled in the operation and maintenance of the Varian archon autosampler, the Tekmar 3000 purge and trap concentrator, and the Agilent 6850/6890 GC 5973/5975 MS. Data analysis performed using HP Chemstation. Gasoline range organics (methods NWTPH Gx, AK101, 8015CA and 8015HI), VOC (methods 8021 and 8260), SVOC (method 8270).

- Extractionist capable in all aspects of solid and liquid extractions, including volatile organics extractions (methods 5030 and 5035), liquid extraction (method 3510), sonication extraction (method 3550) and associated cleanups, Toxicity Characteristic Leaching Procedure, Synthetic Precipitation Leaching Procedure, and Waste Extraction Test procedures (methods 1311 and 1312), extractions of explosive compounds (methods 8330 and 8332), metals and mercury extractions (for methods 6010 and 6020), and hexavalent chromium sample preparation by co precipitation (method 7195).



Bryan Sandor

Field Lead



Location

Roseville, CA

Experience

11 years

Qualifications/Accreditations

- BA, Geology, Hanover College, Hanover, IN, 2012

Key technical skills

- Health, Safety, and Environment (HSE)
- HSE Inspections

Memberships

- N/A

Relevant experience summary

Bryan Sandor possesses skills that give clients confidence that their health and safety risks are being carefully managed. Bryan demonstrates effective procedure development and reporting, targeted communication, and excellent organizational skills. His work history spans 11 years in environmental assessments, remediation and compliance and has experience in areas encompassing HSE plan development, undertaking HSE inspections, and training staff.

Environmental Assessments and Remediation

Development and Coordination

Team Member

Petroleum Industry Company Confidential | Northern California

Assisted in the development, coordination, and implementation of various projects from start to finish. Offers dedicated support to all that ask and ensures that a quality product is delivered efficiently.

Sacramento International Airport

Team Member

Petroleum Industry Company Confidential | Sacramento, CA

Assisted investigative activities for soil gas sampling and monitoring well installation within a high security area of the airport. Collected soil gas and soil samples and oversaw the installation of several monitoring wells. During a 27,000 cubic yard remedial excavation that took place in early 2017, responsible for coordinating real time soil confirmation sampling with excavating engineers, manifesting the contaminated material, and conducting general oversight. Provided concise organization with the sub-contractors and was able to complete the scope safely and within budget.

Subsurface Groundwater Investigations

Site Supervisor

Petroleum Industry Company Confidential | Northern California

Supervised various projects from start to finish including subsurface groundwater and soil investigations, soil gas investigations and well destructions. Holds experience with many drilling techniques including direct push, hollow stem auger, sonic, and cone penetration testing. Has been a reliable resource in the field offering efficient solutions to regulatory obstructions and subcontractor management.

Various Projects

Project Coordinator

Petroleum Industry (Company Confidential) | Northern California

Responsible for taking a regulatory order from work plan to scope completion many times over. With extreme diligence and attention to detail, will build budgets, procure subcontractors, obtain purchase orders, permit, schedule, and supervise projects to completion. Also responsible for the composition of reports and manages derived waste, all the while, maintaining a clear path of communication with project management and regulatory agencies.

Various Projects

Project Manager
Petroleum Industry (Company Confidential) |
Northern California

Responsible for managing project budgets, client and regulatory relationships, coordinating field work and managing staff.

Esmeralda Tunnel

Team Member
El Dorado Irrigation District | Eldorado County, CA

Assisted in the emergency repairs of the Esmeralda Tunnel. While 300 feet of upstream tunnel was under redevelopment and reinforcement, mapped the remaining 1,200 feet downstream. Responsible for identifying bedrock joint unconformities and shear zones of concern.

Certifications/Trainings

- Occupational Safety and Health Administration (OSHA) 40-Hour HAZWOPER OSHA Training (per 29 Code of Federal Regulations (CFR) 1910.120), 8/2012
- OSHA 8-Hour HAZWOPER Refresher Training (per 29 CFR 1910.120), Annually
- CPR, AED, and Standard First Aid Training, 12/2014
- Department of Transportation Hazardous Materials Transportation, 11/2014
- RCRA Hazardous Waste Management, 12/2012
- Nuclear Gauge Safety with Hazmat Certification (per 49 CFR 172 Subpart H), 2/2016



Zackary Baskin

Field Staff



Location

Fresno, CA

Experience

6 years

Qualifications/Accreditations

- BS, Environmental Engineering, University of California, Merced, CA, 2017
- AS, Math and Computer Science, Merced Junior College, Merced, CA, 2015
- Occupational Safety and Health Administration (OSHA) 40-Hour Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) Training
- Level 1 Water Distribution License
- Federal Aviation Administration (FAA) Airman Knowledge Test (Unmanned Aircraft General (UAG))
- Cardiopulmonary Resuscitation (CPR) Training

Key technical skills

- Flying Unmanned Aircraft (DJI)
- Insitu Meter Maintenance

Memberships

- Phi Theta Kapp
- North American Young Professionals

Relevant experience summary

Zackary (Zack) Baskin has over five years of experience and is focused on all facets of water engineering and renewable energy with experience in projects involving stormwater compliance, hydrology, unmanned aerial vehicles, contamination assessment and waste characterization. He has demonstrated these skills by obtaining his Level 1 Water Distribution License and Airman Certificate for Small Unmanned Aircraft Systems. As a recent college graduate in 2017, Zack is enthusiastic about exchanging knowledge and insights with colleagues and clients alike.

Stormwater Pollution Prevention Plans (SWPPPs)

Project Engineer

California Dairies, Incorporated, Kraft Facilities | Central Coast/Central Valley, CA

As Project Engineer, amended and updated SWPPPs for multiple clients to comply with the Industrial General Permit and changing site conditions. Conducted monthly inspection of facilities to ensure permit compliance. Uploaded field data and samples' analytical results to a centralized database. Collected stormwater samples and conducted monthly inspections as part of the SWPPP on behalf of multiple clients.

Pilot Water Treatment Study

Field Manager

Water Treatment Facility | Lathrop, CA

Served as main field staff and as Field Manager for a pilot water study to determine if a new type of media

should be used in the water treatment system. Performed oversight during construction of a scale model. Arranged a sampling schedule with the local lab and set up correct parameters needed for the pilot study. Sampling twice a day from different points in the treatment system. Executed tests on samples with several meters to obtain field readings on multiple factors.

Petroleum Industry

Process Waste Engineer

Various Clients | Central Valley, CA

As Process Waste Engineer, documented and sampled waste generated by clients and call for the removal of excess at the appropriate times. Collected hazardous and non-hazardous waste from drums, totes, Baker tanks, and holding equipment. Created profiles for waste disposal. Utilized internal and external databases to track waste. Investigated process generating waste and create profiles for disposal. Applied shipping labels and

sign manifests for proper shipping. Oversaw and ensured safe job site waste loading and off-hauling.

Water Discharge Requirements Implementation

Project Engineer

Joseph Gallo Farms, John A. Machado Farm | Central Valley, CA

Implemented and applied the Water Discharge Requirement for multiple dairies in order to comply with General Order R5-2013-0122. Organized large data sets for analysis. Surveyed fields to collect samples and speak to farmers. Quantified General Order guidelines and had report finished in timely manner. Calibrated field meters.

Spill Prevention, Control, and Countermeasure (SPCC) Plans

SPCC Project Engineer

Rich Products | Union City, CA

Amended and updated SPCC plans for multiple clients to comply with the SPCC rule and local requirements. Conducted site inspections and inventory of bulk oil containers. Updated tables and figures to locate, designate, and total volume of bulk oil containers.

Emergency Response

Project Response Engineer

Various Clients | United States

Travelled to rural areas and responded to multiple emergencies. Ordered equipment and supplied workers with personal protective equipment and the needed required tools. Performed night and day shifts air monitoring predetermined zones of interests. Calibrated Ultra-Raes and Mini-Raes to stay in compliance. Screened areas of concern to acquire readings of volatile organic compounds and Benzene and determine if levels were safe.

Various Projects

Groundwater Engineer

Regional Water Quality Control Board | Central Valley, CA

Synthesized data to solve problems for nutrient management plans, water-rights disputes, and supported the Regional Water Quality Control Board. Analyzed spatial information from multiple sources to produce information heavy maps with Google Earth Pro. Used the California Statewide Groundwater Elevation Monitoring and Water Data Library databases to collect and analyze information on groundwater wells. Produced hydrographs and other spatial information graphic.

University of California - Merced Mechatronics, Embedded Systems and Automation (MESA) Lab

Lab Assistant

University of California - Merced MESA Lab | Merced, CA

Facilitated a laboratory project in which stress levels of almond trees were being matched with different levels of thermal and shortwave infrared wavelengths. Responsible for analyzing data and stitching together thousands of pictures. Piloted drones (Da-Jiang Innovations (DJI)) over orchards to take photographs using Short Wavelength Infrared (SWIR); thermal; and Red, Green, and Blue (RGB) wavelengths cameras. Trained new students on how to conduct field missions. Cultivated high standards of safety when operating a drone. Demonstrated leadership skills and independence by given the responsibility to run a lab.

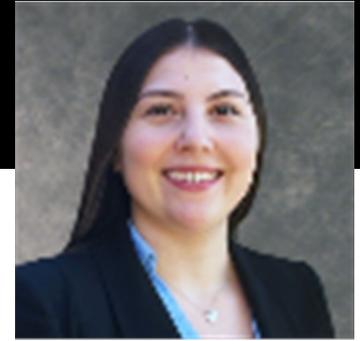
Highlighted Professional Experience

- Renewable Energy
- Data Analysis
- Statistics
- Unmanned Aerial Flight
- Hydrology
- Soil Science
- Geographic Information Systems
- Tank Inspections
- Slug Discharge Control Plans
- Air Monitoring



Krysta Alvarez

Field Staff



Location

Sacramento, CA

Experience

1 year

Qualifications/Accreditations

- BA Environmental Science and Management, University of California Davis, Davis, CA, 2023
- BA Economics University of California Davis, Davis, CA, 2023
- Occupational Safety and Health Administration (OSHA) 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER), 2023
- Department of Transportation Hazardous Materials Management (HAZMAT) Shipping, 2023
- Resource Conservation and Recovery Act (RCRA) Hazardous Waste Management, 2023
- First Aid/CPR, 2023

Key technical skills

- Microsoft Office, Adobe, ArcGIS
- Data Analysis
- Report Writing

Memberships

- N/A

Relevant experience summary

Krysta Alvarez's education encompasses many aspects of Environmental Science, including physical and biological processes with global climate change, climatology, atmospheric science, air quality, hydrology, interaction between vegetation and the atmosphere, and environmental policy making. Her education also encompasses many aspects of Economics, including microeconomics, macroeconomics, natural resource economics, energy economics and financial institutions. Her office experience at GHD includes data entry, report drafting, groundwater and contaminant contour creation, and project support. Field experience includes indoor air monitoring and well gauging.

Environmental

Offsite Stanton Gas Station

Graduate Scientist

Phillips 66 | Stanton, CA | 8/2023 – 10/2023 |

The Stanton gas station is an operating gas station. Prepared a permit with supporting documents for a regulatory agency. Created a HASP for the offsite hydropunch assessment, liaising with GHD Health & Safety employees, as well as emergency services to ensure site.

Former Ag & Industrial

Graduate Scientist

DGS | Firebaugh, CA | 9/2023 – 10/2023 |

This site is the location of a former agricultural and industrial supply store.

Oversaw the creation of purchase orders for vendors for upcoming monitoring well and soil vapor probe installations at the site.

Former Dixon Laundry

Graduate Scientist

Sally Chang | Dixon, CA | 9/2023 – 10/2023 |

The former Dixon Laundry site previously contained an UST. Drafted a groundwater monitoring report including tables and figures, providing analysis and recommendations on whether this site should proceed with closure under California's Low-Threat Site Closure Policy.

Former Unocal Bulk Plant

Graduate Scientist

Phillips 66 | Dixon, CA | 9/2023 – 10/2023 |

This site was a former Unocal retail service station. Drafted a groundwater monitoring report, including

tables and figures. Provided analysis of groundwater sampling results and drew contours for groundwater elevation and contaminant concentrations.

Ellis Ranch

Graduate Scientist

Shell | Tracy, CA | 8/2023 – 9/2023 |

Ellis Ranch is a former operating pipeline easement.

Migrated the budget in compliance with Shell's Fee Builder. Drafted and reviewed a figure for the proposed excavation permit. Performed stockpile and surface soil sampling and digital sample location mapping using ArcGIS Field Maps. Oversaw soil backfill and soil off haul.

Former 76 Service Station

Graduate Scientist

Phillips 66 | Whittier, CA | 9/2023 – 10/2023 |

The Whittier site is a former gas station but is currently unoccupied.

Prepared a permit with supporting documents for a regulatory agency. Drafted figures and tables for a well destruction work plan. Created a HASP for the upcoming well destructions, liaising with GHD Health & Safety employees, as well as emergency services to ensure site.

Lisbon Valley

Graduate Scientist

BHP | Lisbon Valley, UT | 10/2023 – 11/2023 |

This site is the Rio Algom Mining Lisbon Facility.

Assisted with soil and core logging using FileMaker Go 19 following Unified Soil Classification System soil and rock logging standards. Soil and cores were retrieved via sonic drill rig and high-quality rock core. Field work was conducted under US Environmental Protection Agency radiation soil sampling operating procedure.

Former Olympian Service Station

Graduate Scientist

Olympian JV | Antioch, CA | 4/2024 |

The site is an operating gas station.

Assisted with subcontractor oversight for the remediation system demolition.

Vallejo Wastewater and Las Gallinas

Graduate Scientist

Purdue University | San Rafael, CA | 4/2024 – 6/2024 |

Performed PFAS surface soil sampling and digital sample location mapping using ArcGIS Field Maps. Tasks also included taking equipment blank and field

blank samples and PFAS-free packaging and shipping of samples

Maltby Pump Station Expansion - Dust Monitoring for Department of Toxic Substances Control Site

Graduate Scientist

Central San | Martinez, CA | 11/2023 – 5/2024 |

This site will be an active sanitation pump station.

Performed dust monitoring during pump station construction activities. Calibrated, maintained, and monitored DustTrak IIs and a Davis weather station. Drafted the dust monitoring report. Coordinated equipment rental.

Simon's Bar and Café

Graduate Scientist

CADA | Sacramento, CA | 5/2024 |

This site is a closed down restaurant building.

Coordinated laboratory analysis, performed indoor air sampling, conducted building survey, and drafted indoor air sampling report.



Matthew Brase

Field Staff



Location

Fresno, CA

Experience

11 years

Qualifications/Accreditations

- BA, Geography (Minor: Urban Studies), California State University, Fresno, CA, 2011

Key technical skills

- Certified Water Treatment
- Certified Water Distribution

Memberships

- N/A

Relevant experience summary

As a T1-certified treatment and D1-certified distribution drinking water system operator, Matt Brase has worked in the environmental field for nearly a decade. He both coordinates and conducts sampling of air, soil, and surface, stormwater, and groundwater and produces associated reports as required for environmental permits including for Waste Discharge Requirements and the National Pollutant Discharge Elimination System (NPDES). Matt is well-versed with both the Industrial Stormwater Pollution Prevention Program and associated Stormwater Management and Report Tracking System, for which he conducts all types of inspections and reporting. Extremely personable and well-organized, Matt always prioritizes safety and provides accountability, a strong work ethic, and close attention to detail on all aspects of project work for clients.

Industrial General Permit

Project Manager/Coordinator Multiple Facilities | Central Valley, CA

Overseeing Stormwater Pollution Prevention Plan (SWPPP) development and compliance for multiple clients within the Central Valley to comply with the Industrial General Permit (IGP):

- Conducts monthly inspections of facilities to ensure permit compliance
- Maintains data management via the online Stormwater Management and Report Tracking System database
- Coordinates stormwater sampling for multiple clients and locations
- Performs stormwater sample collection
- Coordinates field services
- Installs advanced Best Management Practice (BMP) equipment
- Carries out comprehensive annual evaluations and reporting

- Provides support with Level 1 Exceedance Response Action (ERA) evaluations and development of Level 1 ERA reports
- Supports development of Level 2 ERA action plans
- Supports Notice of Terminations and Notice of Non-Applicability reporting
- Conducts calibration of field meters and field meter measurements

Waste Discharge Requirements

Project Coordinator Multiple Dairies | Central Valley, CA

Serving as Project Coordinator for Waste Discharge Requirement General Order (R5-2013-0122) compliance for multiple dairies:

- Conducts quarterly and annual sample collection of soil, wastewater, plant tissue, manure, and well water
- Coordinates and maintains relationships with dairy owners and operators
- Provides assistance with Water Board and Air Board inspections
- Completes dairy closure reporting/procedures
- Completes and submits annual reports

Waste Discharge Requirements and Water System Permit

Project Coordinator Rendering Facilities | Central Valley, CA

Served as Project Coordinator for Waste Discharge Requirement General Order (WDR R5-2014-0062) compliance for multiple rendering facilities:

- Coordinates groundwater monitoring and sampling
- Conducts sample collection of irrigation and supply wells, plant tissue, and soil
- Generates quarterly and annual reports for submission
- Coordinates client influent and effluent sampling
- Performs data collection and reporting

Water System Permit

Project Coordinator Rendering Facility | Central Valley, CA

Serving as Project Coordinator for compliance with the Water System Permit under the State Water Resources Control Board Division of Drinking Water.

- Provides support for Point-of-Use (POU) water system treatment and system filter media replacement
- Conducts monthly and quarterly sampling, and POU reporting
- Conducts Level 1 assessments
- Provides assistance to the Water Board in conducting Level 2 assessments
- Generates electronic Annual Reporting for Consumer Confidence Reporting
- Provides certified T1 (treatment) and D1 (distribution) services
- Performs data collection and reporting

Hazardous Materials Business Plans

Project Coordinator Multiple Facilities | Central Valley, CA

Served as Project Coordinator for Hazardous Materials Business Plan (HMBP) development and updates for multiple facilities in the Central Valley:

- Develop HMBPs
- Upload new and updated HMBPs to the California Environmental Reporting System (CERS)
- Perform site map development
- Conduct site inspections to locate and identify hazardous materials and quantities
- Develop Emergency Response and Contingency Plans
- Review Safety Data Sheets for storage and handling compliance

Construction Site Inspections

Project Manager/Coordinator Multiple Facilities | California

Inspection of construction sites to document progress for bank loan purposes:

- Coordinate with client and construction crews for site inspections
- Provide photos and description of sites
- Document progress of construction site from beginning to end of project

Spill Prevention, Control, and Countermeasure (SPCC) Plans

Project Coordinator Multiple Facilities | California

Amends and updates SPCC plans for multiple clients to comply with the SPCC rule and local requirements.

- Provides support for site inspections to locate and characterize all oil containers on site
- Develops SPCC plan updates to include reporting of bulk oil containers, response procedures, secondary containment requirements, and spill prevention equipment and methods

Pilot Water Treatment Study

Project Support Town of North Fork | North Fork, CA

Supports staff on a pilot water study in North Fork, California by collecting and monitoring water accumulation from air:

- Support field staff with monthly sampling
- Calibrate pH meter and conduct measurements for pH

Petroleum Industry

Project Coordinator Multiple Facilities | Central Valley, CA

Served as Project Coordinator for sampling and documentation of waste materials for proper offsite disposal:

- Performs sample collection of hazardous and non-hazardous waste from various types of storage containers such as drums, totes, tanks and holding equipment
- Performs waste identification and labeling for profiling purposes
- Signs manifests for waste removal
- Conducts air monitoring

Charles Parada, PE

Senior Project Manager



Education and Training

B.S., Environmental Engineering Technology, California State University of Long Beach

Professional Engineer, State of California, Civil - Construction (Certification #C 81758), 2013

Qualified SWPPP Practitioner #25618 (CA)

40 Hour OSHA Training for Hazardous Waste Worker

8 Hour OSHA Training for Hazardous Waste Supervisor

8 Hour OSHA Training for Hazardous Waste Worker

10 Hour OSHA Construction Safety and Awareness Training

30 Hour OSHA Hazard Recognition Training for Construction

DOT Hazardous Materials Regulations & Safety Training

First Aid and CPR

Loss Prevention

OSHA Competent Person Confined Space Entrant, Attendant & Supervisor

OSHA Competent Person Training for Excavation and Trenching Hazards

Summary of Experience

Mr. Parada has over 15 years of experience in environmental engineering and construction, and is a California-registered Professional Engineer and a certified Qualified SWPPP Practitioner (QSP). His areas of expertise include permitting and regulatory agency interface; excavation, handling and treatment/disposal of impacted soil; constructability of ex-situ remedial designs and in-situ treatment systems; field engineering; industrial and manufacturing decontamination and dismantling; and waste minimization and alternative technologies.

He has managed several high-profile soil excavation projects throughout Southern California involving sensitive receptors (residential, schools, habitat, etc.) and managing project resources, costs, and scheduling, as well as identifying and mitigating project risks.

Major Projects

Soil Removal at Calexico High School Modernization, Calexico, CA. Project Manager for the multi-faceted construction project on behalf of the Calexico Unified School District (CUSD), which included construction boundary installation, impacted soil removal and disposal, multiple building demolition, and wet utility installations (i.e., sewer, water, etc.). Work activities were performed during “active” school operations, with primary involved challenge to proactively coordinate with CUSD to prevent issues and/or safety risks for onsite students and faculty. Directly responsible for overall project management and scheduling

and currently successful toward achievement of all CUSD-established requirements and milestone deadlines. This construction project is ongoing and is scheduled for completion by December 2023.

Former Arco Service Station 6066, Soil Excavation Phase 1 and 2, Seal Beach, CA. Project Manager for the two-phased remediation approach at the former Arco Station #6066, located in a heavily populated, and vocal residential/affluent community of Seal Beach. Responsible for the overall project management of Phase 1 soil excavation on private property; and Phase 2 soil excavation within public rights-of-way including active subsurface gas lines and public sidewalks. During Phase 2, field conditions made constructability of the as-bid design impractical. Working closely and quickly with the client, Mr. Parada

Charles Parada, PE
Senior Project Manager



provided field engineering support for the redesign, thereby avoiding project risks. The project was completed with zero incidents and no community complaints.

Residential Soil Remediation Project, Confidential Client, Southern California. Project Manager. Soil remediation of over 200 single-family residences. Work tasks included cutting, capping and removing all utilities servicing each home; demolition of all hardscape (driveways, walkways, patios, perimeter block walls and footings); landscape areas to provide access for soil excavation equipment; excavation; and restoration. Track-mounted excavators are used to remove soil around each home to depths of 5- to 10-feet below ground surface. Active measures are in place as necessary for dust and odor control during soil handling activities. AIS is also providing import and placement of soil backfill, along with restoration of all utilities, hardscape and landscape. Mr. Parada is responsible for coordination of labor and equipment resources, including subcontractors, cost and schedule control, and client communication and reporting.

Exide Residential Cleanup of Lead-Impacted Soil, Vernon, Maywood, and Los Angeles, CA. Project Manager for the cleanup of over 100 residential yards contaminated with lead resulting from the operations of a nearby former battery recycling facility. The project required the removal of landscaped yards, surgical excavation and removal of lead-impacted soil, backfill with clean imported soil, and restoration of the yards. Under the management of Mr. Parada, crew members assisted the client in translating the proposed activities to non-English speaking residents to help the client obtain “permission to access/enter premises”. Mr. Parada communicated/reported daily to the client and DTSC and attended the community update meetings. The high-quality work, mitigation of noise and dust nuisances, and positive encounters with the public played an integral role in gaining the public’s trust.

Sinanian, LADOT Bus Maintenance Facility, Los Angeles, CA. Project Manager for the implementation of the Limited Phase II Environmental Site Assessment & Removal Action Work Plan removal action work plan for the proposed Los Angeles Department of Transportation (LADOT) Bus Maintenance and CNG facility, located on a former manufacturing site in downtown Los Angeles. Mr. Parada was responsible for managing the remedial excavation of lead, arsenic, mercury, and benzo(a)pyrene impacted soils; and coordinating the logistics and reporting requirements for the transportation and disposal of impacted soil to the appropriate disposal facilities. The facilities included Class I RCRA Hazardous Soil, Class II Cal-Hazardous Soil, and Class III Non-Hazardous Soil.

Smith Emery, Underground Storage Tank Removal, Los Angeles, CA. Project Manager for the removal of a single UST located on a light industrial site that was historically used as a gasoline service station. Mr. Parada ensured that the project complied with the site-specific health and safety plan, the Los Angeles City Fire Department Division 5 UST removal/abandonment permit, and SCAQMD Rule 1166 VOC air monitoring mitigation during excavation and stockpiling activities. He managed the team that unearthed, cleaned and removed the UST. His responsibilities included coordination of labor and equipment resources, including subcontractors, cost and schedule control, and client communication and reporting.

Scott Anderson

Site Superintendent



Education and Training

40-Hour OSHA Training for
Hazardous Waste Worker

8-Hour OSHA Training for
Hazardous Waste Worker

8-Hour OSHA Training for
Hazardous Waste Supervisor

OSHA Competent Person Training

CPR/First Aid

Summary of Experience

Mr. Anderson has over twenty 20 years of general construction experience with a focus on soil remediation and environmental cleanup projects. Mr. Anderson has participated in a variety of demolition and soil remediation projects throughout the Southern and Central California region. Mr. Anderson is also well versed in the Health and Safety aspects of all efforts performed by AIS. Mr. Anderson can also perform light equipment duties and is efficient on project reporting and documentation. Mr. Anderson brings a broad set of skills to his project assignment including:

-
- Preconstruction Activities, Notifications, and Permitting
 - Soil Excavation (surgical and mass) and Trenching
 - Utility Services Removal
 - Impacted Soil Removal and Stockpiling/Direct Loading
 - Light Equipment Operations
 - Removal of Underground Storage Tanks, Clarifiers & Lifts
 - Small and Large Scale Demolition
 - Manifesting and Waste Tracking
 - Decontamination and Decommissioning
 - Transportation and Disposal (ACM, non-Haz, non-RCRA, RCRA)
 - Oil well Abandonment and Vent Cone Installation
 - Backfill, Compaction and Rough Grading

Major Projects

Catalyst Environmental, Soil Remediation, Newhall, CA. *Site Superintendent.* Soil remediation of a 4,000 acre former operating oilfield that was being redeveloped into future residential, commercial, retail and industrial facilities. Excavation and waste handling involved mass grading, surgical excavation of TPH/VOC impacted soil and export of impacted soil to various waste disposal facilities based on classification. Remediation efforts yielded over 150,000 tons of impacted soil removed from the site. Additional work conducted onsite involved removal of former oilfield operations infrastructure, belowground pipelines, and other miscellaneous items. Work period was from 11/2017 – 12/2019.

AECOM, SPS Technologies, Santa Ana, CA. *Project Superintendent* for the remediation of a former aerospace manufacturing facility located in Santa Ana, California. Work involved the surgical excavation of metals impacted concrete and soil. Soil removal and disposal included both non-hazardous, Non-RCRA and RCRA waste. Excavation techniques included both standard excavation and slot trenching. Backfill activities included the use of sand slurry and imported fill material. All areas were backfilled and restored.

Scott Anderson
Site Superintendent



KPRS, Soil Remediation, El Segundo, CA. Construction Manager. Oversaw the export of over 800 loads of inert fill soil generated from onsite grading activities at a former aerospace manufacturing facility located in El Segundo, CA. The export activities were coordination in conjunction with other site grading and new construction activities. Dust control was a major consideration for the loading and export operations specifically as it related to an adjacent active aerospace facility that needed to have bay doors open for large scale paint operations. Truck routing and traffic control was required to ensure local businesses and employees were not impacted by the export operations. The work was completed in just under 15 working days.

RDB Developers, Demolition/Bioremediation Services, Gardena, CA. Superintendent. Conducted the DOGGR permitted abandonment of the five McMillian Oil Wells with an average depth of 8,000 feet, tank cleaning activities, demolition of oil production equipment, including pump jacks, conveyance piping, aboveground storage tank facility and the excavation and onsite bio-remediation of petroleum hydrocarbon impacted soils. Excavated approximately 15,000 tons of petroleum hydrocarbon affected soil that exceeded cleanup screening levels observed by the California Regional Water Quality Control Board. 700 tons of the affected soil was shipped offsite for thermal treatment. Upon completion of the excavation activities, Initiated the bio-remediation of impacted soils within a constructed treatment cell. As analytical testing confirmed achieving cleanup goals, the treated soil was stockpiled adjacent to the excavation areas to be used for backfill soil.

Soil Remediation Activities, Long Beach Unified School District, Long Beach, CA. Project Superintendent for the excavation of petroleum hydrocarbon and heavy metal impacted soils from the former GTE Maintenance Center facility that had formerly been an independent refinery in the 1940s. The work also included the demolition of the GTE Maintenance building and all associated concrete and asphalt overlying the impacted areas. The property will be redeveloped into a new public school servicing the local community. As part of the State of California Department of Toxic Control Substance (DTSC) cleanup program, a Remediation Action Plan had been developed and approved by DTSC for implementation. The excavation activities involved a several excavation areas which exhibited elevated concentrations of heavy metals and petroleum hydrocarbons that exceeded the DTSC clean-up criteria. Soil remediation activities were determined to be associated with former refinery tank farms storage operations.

Former MGP Site, Santa Ana & Redlands, CA. Project Superintendent for the remediation of a former MGP facility located in Santa Ana and Redlands, California. Work involved the surgical excavation of impacted soil within and operating business. Onsite personnel accommodated the business and its' customers while performing the soil remediation activities. Soil removal and disposal included both non-hazardous and Non-RCRA waste. Excavation techniques included both standard excavation and slot trenching. Backfill activities included the use of sand slurry and imported fill material. All excavation areas were backfilled and compacted to the meet the requirement of the Owner and the City's Grading Permit. Upon completion of the backfill activities, the site received new asphalt pavement and stripping.

Professional Experience

Over 18 years of experience in the drilling industry including monitoring well construction, well abandonments, and auger drilling.

2018 – Now Cascade Drilling, LP. –Richmond, CA

Operations Manager

- Responsible for supervising others
- Responsible for safety of others
- Completing job set ups and invoicing
- Coordinating crews and rigs
- Responsible for ordering equipment and job supplies

2017 - 2018 Malcolm Drilling. – Hayward. CA

Project manager

- Responsible for supervising others
- Responsible for safety of others
- Site walks client meet and greet
- Scheduling rig repairs

2012 – 2017

Cascade Drilling, Driller – Project manager

- Responsible for supervising on site
- Responsible for safety of others
- Completing jobs in a safe and timely manner
- Keeping drill rig and equipment in proper working condition

2009 – 2011

Woodward Drilling – Rio Vista, Ca

Driller

- Responsible for supervising on site
- Responsible for safety of others
- Completing jobs in a safe and timely manner
- Keeping drill rig and equipment in proper working condition

2006-2009

Cascade Drilling, Inc. – Rancho Cordova, CA

Helper

- Assisting driller
- Keeping tools and supplies organized and readily available
- Keeping equipment and tools clean and in working condition

Certifications

- **OSHA 40 Health and Safety Training**
- **Smith System Defensive Driving**
- **OSHA 8 Supervisor Training**
- **CPR/First Aid Training**
- **Forklift Training**
- **Chevron & Exxon Loss Prevention System Training**
- **BP Safety Training**

Ruben Meraz

1245 Orange St, Red Bluff CA 96080

Phone: 530-330-9298 – ruben.aplusutilitylocating@gmail.com

Professional Profile

7 Years of experience in roofing and framing residential and some commercial structures. Two years' experience as a restaurant general manager. One year served as a wild land firefighter for Firestorm in Chico California. Five years working for Cruz Brothers Locators, starting as a Dispatcher then progressing to Lead Estimator/ Administrative Assistant, Traffic Control Technician, Pot Holing/Safe Dig team and finally Utility Locator in training (one year) Eight years current experience with A-Plus Utility Locating doing field work as well as putting together comprehensive written reports including pictures, Google Earth sketches of locates performed. Experience in putting together company health and safety plan, SOP's, training programs as well as research and development for the company to make sure we are at the cutting edge with our tools and locating procedures.

Qualifications

- 13 Years of experience working in the Utility Locating Business
- 2 Years of training with a certified utility locator (senior technician)
- 3 Years' Locating Utilities as journeyman
- 3 Years' experience as Lead Traffic control Technician
- 15 Years of safe and professional work in high risk/safety sensitive job environments

Experience

• Utility Locating Technician / Administrative

March 2016 to present at A-Plus Utility Locating relevant experience includes; entire school districts throughout California and over 1500 successfully completed jobs at other types of job sites such as gas stations, PG&E secure sites, Waste Water Treatment Plants as well as Waste Management Plants, Chevron Sites and Cell towers.

• Dispatcher/Traffic Control technician and SafeDig/Air Knife Technician

September 2011 to February 2016 at Cruz Brothers Locators in Santa Cruz. Relevant experience in Bidding utility locating, traffic control and pot holing projects and coordinating health and safety plans and work schedules for jobs. Attended health and safety pre job conferences with clients like PG&E, Chevron, Shell and local municipalities for the project. Successfully completed over 150 traffic control projects and 30 pot holing projects, some of which were high risk traffic or high risk safe digs as buried lines were in delicate state.

Certifications

Hazwoper 40 Hour; 2012
Hazwoper 8 Hour Annual Refresher; 2013-2024
LPS; 2012-2018
API; 2012-2018
Defensive Driving; 2012-2022

Shell Training; 2012-2022
UPRR Training; 2012-2024
Locator on the job training completed 2016

Education

Red Bluff High School 2001-2004
Diploma received 2018 Tehama eLearning Academy

NAME: Elizabeth Winger
TITLE: President
EDUCATION: B.S. 1982, Biological Services

PROFESSIONAL EXPERIENCE:

Ms. Winger has over 35 years of diverse experience working for environmental laboratories. Prior to joining Eurofins Calscience she served the last twelve as the Laboratory Director for a large national environmental laboratory network dedicated to air analysis. Ms Winger held other management positions within the industry including Customer Service Manager, Operations Manager, Health & Safety Coordinator and Inorganics Department Manager. She spent seven years at the bench level gathering extensive experience with EPA, SM and ASTM methods. Her key strengths include:

- Ability to manage a business at a profit/loss responsibility level
- Proficient with laboratory operations and services
- Ability to control operating budgets
- Knowledgeable in Federal and State Regulations
- Ability to develop and enforce policies and operating practices
- Strong decision-making abilities
- Excellent verbal and written skills
- Problem-solving abilities
- Strong customer relations skills
- Ability to successfully handle contract and other negotiations

Ms. Winger is responsible for oversight of all laboratory personnel, operating systems and processes to support daily production by the laboratory, creation of legally defensible data, and on-time delivery of data to our clients. In addition, she is responsible for the profit and loss of the laboratory. Ms. Winger works with the department managers, quality assurance personal and IT staff to improve the processes and procedures within the laboratory in order to continuously improve the laboratory experience for our customers and employees. She is a technical resource for clients and staff.

NAME: Michael DeCavallas
TITLE: Laboratory Director / Business Unit Manager
EDUCATION: B.S. 2012, Environmental Science

PROFESSIONAL EXPERIENCE:

Mr. DeCavallas has over 17 years' of experience in environmental chemistry. Prior to joining Eurofins Calscience, Mr. DeCavallas gained experience as an Environmental Analyst on instrumentation including: Transmission Electron Microscope, Phase Contrast Microscope, Polarized Light Microscope, Atomic Absorption Spectrophotometer, Gas Chromatography, Carbon Evaporator, Plasma Etcher, Acetone Vaporizer, Chiller System, and numerous other laboratory equipment types. He also conducted field studies and researched numerous environmental issues including a study of air quality differences between Urban, Sub-urban, and Rural areas in the central Colorado region.

In the industrial hygiene laboratory field, Mr. DeCavallas progressed quickly through ranks, achieving roles as Assistant Laboratory Manager, Laboratory Manager, and eventually Regional Manager, overseeing the operation of 9 laboratories in the west coast region. In 2020, Mr. DeCavallas switched to the environmental laboratory field and became Laboratory Director of Eurofins Calscience. He is responsible for overall day-to-day operation of systems and processes to support daily production by the laboratory. In addition to these duties, as Business Unit Manager Mr. DeCavallas also oversees sales and marketing to anticipate future markets and works with Business Development to increase top line growth. He is passionate about scientific methodology, the environment, team building, managerial techniques, laboratory operations, and business management.

Name: Ryan Parish **Title:** Operations Manager

Qualifications Summary

Mr. Parish has been in the environmental and chemical testing industry since 2007. He holds a B.S. in Marine Biology from California State University, Long Beach. His previous experience includes responsibilities such as a Laboratory Manager, Department Manager, Instrumental Analyst, Extractions Technician, and Facilities Management providing him with a wealth of technical knowledge in the environmental laboratory industry.

Professional Experience

Eurofins Environment Testing Southwest -Operations Manager- 2023-2024

As Operations Manager, Mr. Parish is responsible for the oversight of day-to-day operations, personnel, and processes throughout the laboratory to ensure the efficient production of on-time and defensible data.

Eurofins Environment Testing Southwest -Instrument Maintenance and Repair- 2021-2023

Responsible for installation, repair and maintenance of laboratory equipment and facility equipment

Eurofins TestAmerica - Organics Department Manager - 2017 to 2021

Responsibilities include the day-to-day operational and personnel management of the Volatiles, Semi-Volatile Organics, and extractions departments..

Test America - VOC Analyst, Level V - April 2017-June 2017

Responsible for the routine analysis of client samples, data review, and reporting. In addition, he routinely performed instrument maintenance, troubleshooting and repair.

Performance Analytical Laboratories, Inc. - Oct. 2014 to April 2017

Performed in multiple roles including, Laboratory Manager, Lead Analytical Chemist, Project Management, LIMS Administrator, and Waste Disposal Coordinator

Associated Laboratories - March 2013 - October 2014

Volatile Organic Compounds Department Manager - responsible for all aspects of operating and managing the VOC department, repair and maintenance of GC, GC/MS, purge and trap systems

Advanced Technology Laboratories - January 2011 - March 2013

Performed in multiple roles including GC, GC/MS, ICPMS and Seawater Trace Metals Analyst.

CRG Marine Laboratories Inc. - January 2007 - November 2010

Performed in multiple roles including Semi-Volatile Extractions Manager and an analyst in the Metals and General Chemistry departments.

Education

- ◆ B.S. Marine Biology, California State University, Long Beach, CA-2005

NAME: Terri Garcia
TITLE: Quality Assurance Manager
EDUCATION: Bachelor of Science - Chemistry, 2003 – University of Arizona

PROFESSIONAL EXPERIENCE:

Ms. Garcia has more than 20 years of experience in the environmental laboratory industry applying analytical and QA/QC theories, principles, and practices to chemical testing. As a laboratory Manager, Ms. Garcia was responsible for daily operation of a full-service environmental analytical laboratory including project management and client relationships, quality assurance, Laboratory Information Management System administration, creation and technical review of reports, and supervision of analysts. She has extensive hands-on experience as an Organic Chemist as well as data reduction, QA/QC, auditing, ethics, data integrity, laboratory safety, and employee management.

As Quality Assurance Manager, Ms. Garcia is responsible for the oversight and monitoring of, and compliance with, the Eurofins Calscience Quality Assurance Program. Her role provides strategic direction to the QA staff with regard to continuous improvement in all QA areas; certifications, PT samples, audits, training and documentation. In this capacity she has full authority in all matters related to quality assurance and quality control systems, including providing recommendations to the Business Unit Manager and/or Laboratory Director regarding the suspension of analytical activities or the suspension or termination of employees on the grounds of non-compliance with QA/QC systems or procedures. Day to day responsibilities include ensuring that the QA program remains up-to-date and consistent with current regulatory requirements and Eurofins QA policies; supervision and direction of all QA staff; and serving as a technical resource for the laboratory.

Ms. Garcia interfaces directly with project management, business development, operations, QA, clients, auditors, and data validators, with regard to technical opinion, method development, audit responses and overall data quality. She provides technical assistance to operations through technical data review, problem investigation, root cause analysis and corrective action implementation. She writes and designs lab-wide QA-related training programs and documents, and provides all data integrity, ethics, and manual integration training to employees.

Prior to joining Eurofins Calscience, Ms. Garcia held other management positions within the industry including Laboratory Technical Director, Quality Assurance Officer, Laboratory Supervisor and Semi-volatile Organic Chemist. She has extensive experience with the preparation and analysis of various EPA Solid Waste, Clean Water Act and Safe Drinking Water Act methodologies.

PAST PROFESSIONAL ACTIVITIES:

- Arizona Laboratory Association
- Southern Arizona Environmental Management Society
- Arizona Environmental Laboratory Advisory Committee, Voting Member
- American Chemical Society

NAME: Vikas Patel

TITLE: Project Manager

EDUCATION: B.S. Chemistry (University of California-Riverside)

PROFESSIONAL EXPERIENCE:

As Project Manager, Mr. Patel oversees all laboratory functions for a given project, working with clients to determine appropriate test methodologies and to ensure that all data quality objectives are met. This includes ensuring that arriving samples are intact and are logged in correctly, tracking of analytical functions, preparing case narratives, and ensuring that final lab results are complete, correct, and delivered on-time to clients. For major projects, Mr. Patel will help with Quality Assurance Project Plans (QAPPs) which spell out program objectives and expected laboratory performance. Additionally, Mr. Patel is responsible for reviewing invoices to ensure accuracy.

Mr. Patel has 18 years of experience working within an environmental testing laboratory. Prior to his role as Project Manager, Mr. Patel served as a Chemist.

Appendix B

Addenda Acknowledgement



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

Planning and Development Department
Jennifer Clark, AICP, Director

ADDENDUM NO. 1

Environmental Consultant And Cleanup Services for Project At 1457 H Street Request for Proposal Number: 12500393

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above-entitled specification for the City of Fresno with a scheduled bid opening of **5:00 P.M., September 20, 2024.**

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

- 1) Will the bonds and obligee riders be due upon proposal submittal, or upon contract award?

The bonds and obligee riders will be due upon contract award.

- 2) Will the City please supply us with a copy of the grant proposal, along with the Developer's pro forma budget so that we may obtain the required bonds or pricing for the bonds to include in our cost estimate?

Please refer to attached document: Submitted Grant Application.

- 3) Krazan & Associates has completed previous documents related to this project, including the draft RAP. Is Krazan eligible to bid on this continued scope? What is the reason for this phase being issued through a separate contracting process

Krazan & Associates will be eligible to bid on this scope. This phase is a separate project using grants received from the state that requires competitive procurement.

- 4) What is the future planned use of the site?

The future planned use will be 100% affordable housing.

- 5) Did the City engage or consult an environmental consultant in preparing its ECRG application? If so, can the City identify the consultant?

The City did not engage or consult an outside environmental consultant in preparing its ECRG application.

ADDENDUM NO. 2

**Environmental Consultant and Cleanup Services
for Project at 1457 H Street
BID FILE NUMBER: 12500393**

NOTICE TO ALL BIDDERS

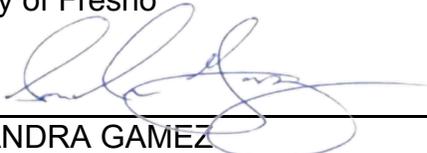
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All changes and or clarifications will appear in **bold underlined type.**

UPDATE FROM THE CITY OF FRESNO

1. **The attached “LEVINE ACT DISCLOSURE STATEMENT” form must be filled out and returned with your bid submission.**

City of Fresno



SANDRA GAMEZ
Procurement Supervisor

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

Signed: W. Bl

Company: GHD 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.

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," prohibits City Officers from participating in any action concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract") if they receive campaign contribution(s) from a party, or its agent(s), totaling more than \$250 within the 12 months before the proceeding, while the proceeding is pending, and prohibits such campaign contributions for 12 months following the final decision in a proceeding.

City Officers include City elected or appointed officers, their alternates, and any candidate for elective office. City Officers are listed at the following sites:

- *City elected officers* - <https://www.fresno.gov/cityofficials/>
- *Board and Commissioners* - <https://www.fresno.gov/cityclerk/#boards-&-commission-application>

Parties and Agents are responsible for reviewing and disclosing on the record of a proceeding their campaign contributions to City Officers over \$250 in the prior 12 months.

As a bidder/proposer you are a party to a proceeding under the Levine Act, and required to provide information about campaign contributions to City Officers made by you, your agents on behalf of you or your organization, your organization subject to the proceeding with the City, and any organization you direct or control pursuant to the aggregation rules set forth by [FPPC Reg. § 18438.5](#), except for uncompensated officers of a nonprofit organization. You are responsible for reviewing the names of the City Officers at the links above prior to making the following disclosure:

Have you or your company, or any agent on behalf of you or your company, or any organization you direct or control made campaign contributions of more than \$250 to a City Officer in the 12 months preceding the date of the submission of your bid or proposal, or the anticipated date of any action by a City Officer related to this proceeding?

YES: _____ NO:

If yes, please identify the City Officer(s) and date(s) of contribution in the space below:

| City Officer(s) Name(s) | Date of Contribution(s) |
|-------------------------|-------------------------|
| _____ | _____ |
| _____ | _____ |

Do you, your company, or any participant or agent on behalf of you or your company, or any organization you direct or control anticipate or plan to make any campaign contributions of more than \$250 to any City Officer in the 12 months following any action taken on this proceeding?

YES: _____ NO:

If yes, please identify the City Officer(s) and anticipated date(s) of contribution in the space below:

| City Officer(s) Name(s) | Date of Contribution(s) |
|-------------------------|-------------------------|
| _____ | _____ |
| _____ | _____ |

Answering yes to the question(s) above does not preclude the City of Fresno from awarding a license, permit, or contract to your entity or taking any subsequent action related to the said

license, permit, or contract. It does, however, preclude the identified City Officers from participating in any actions related to the license, permit, or contract.

NOTICE: The disclosure duty under state law **continues for 12 months after the award**. You must submit a supplemental form if you make any new campaign contributions bringing your contributions over \$250 to a City Officer(s) while the contract, license, permit, or other entitlement is being considered and for 12 months after the proceeding is completed (contract awarded, license granted, etc.). **This form is a public record.**

Business Ownership

To facilitate compliance with the Levine Act, the City of Fresno requests bidders/proposers voluntarily disclose the ownership of their companies. **Bidders will not be found non-responsive if they do not provide this information.**

GHD Inc.

Name of Bidder/Proposer

30 River Park Place West, Suite 220, Fresno, California 93720 USA

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors, and all stockholders owning more than 10% equity interest in corporation:

*GHD is 100% employee owned with no shareholder owner with more than 2.5% ownership.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

GHD Inc.

Name of Business/Legal Entity

Michael Beerends, QISP, ToR| Project Principal

Print Name and Title of Authorized Representative



Signature

9/20/2024

Date

LEVINE ACT DISCLOSURE STATEMENT
DEFINITIONS

| Term | Definition | Law |
|-------------------------------------|---|---|
| Covered "proceedings" | A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, <i>other than</i> a contract that is competitively bid, a labor contract, or a personal employment contract. | FPPC Reg 18438.2(a) |
| Party | Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use. | Gov. Code 84308(a)(1) |
| Participant | Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency. | Gov. Code 84308(a)(2) FPPC Reg 18438.4 |
| Agent | A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants. | FPPC Reg 18438.3 |
| Competitively Bid | A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid. | FPPC Reg 18438.2(a)(3)(A) |
| Labor Contract | A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500. | FPPC Reg 18438.2(a)(3)(B) |
| Personal Employment Contract | A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract. | FPPC Reg 18438.2(a)(3)(C)-(D) |

Additional information on the Levine Act: <https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Campaign%20Documents/84308/Section%2084308%20and%20Parties%20and%20Participants%20Guide.pdf>

ADDENDUM NO. 3

**Environmental Consultant And
Cleanup Services for Project At 1457 H
Street
Request for Proposal Number: 12500393**

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above-entitled specification for the City of Fresno with a scheduled bid opening of **5:00 P.M., September 20, 2024.**

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

- 1) Is Krazan eligible for award or are they conflicted out?

Yes, Krazan is eligible for award.

- 2) What are the weights for each of the six Evaluation Criteria?

The evaluations are not weighted but will be score by a committee base on the ratings highlighted in the RFQ.

- 3) What is the formula for ranking/scoring the cost section across all proposers?

The cost section will be based on competitive pricing to meet scope of services highlighted in the RFQ along with evaluation criteria.

- 4) Is there a bonding requirement?

Yes, there will be bonding requirements upon award.

- 5) What is the engineers estimate for this work?

This question would need to be answer through a public records act request once the contract has been awarded and agreement signed for most competitive pricing.

- 6) How is the cost section to be represented? One lump sum number or hourly rates, or some other format?

Please review RFQ and Draft RAP and submit a fee schedule and expenses that would include a lump sum, hourly rates, and contingency estimates to meet scope of services.

City of Fresno

Keng Lee

Keng Lee
Project Manager

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

Signed: *W. Bl*

Company: GHD Inc.

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

Addenda to date: 3
September 17, 2024
Bid File No. 12500393



EXHIBIT B

INSURANCE REQUIREMENTS Consultant Service Agreement between City of Fresno (City) And [Consultant Name] (Consultant) [Project Title]

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

\$1,000,000 per accident for bodily injury and property damage.
3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.
4. EMPLOYER'S LIABILITY:
 - (i) \$1,000,000 each accident for bodily injury;

- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. The City, State of California, Department of Toxic Substances Control, and each of their officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City, State of California, Department of Toxic Substances Control, and each of their officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. Consultant's insurance coverage shall be primary insurance with respect to the City, State of California, Department of Toxic Substances Control, and each of their officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, State of California, Department of Toxic Substances Control, and their officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, State of California, Department of Toxic Substances Control, and their officers, officials, employees, agents, and volunteers.
5. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar days written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent, of a notice of cancellation, non-

renewal, or reduction in coverage or in limits, the Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

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

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

CLAIMS-MADE POLICIES

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

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

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

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

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

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

VERIFICATION OF COVERAGE

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

SUBCONTRACTORS

If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee,

subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein.

**EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST**

[Project Title]

| | | 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 type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" 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: _____

Additional page(s) attached.


Signature

16 Dec. 2024
Date

Matthew J. Winkelman
(Name)

GHD Inc.
(Company)

2235 Mercury Way, Suite 150
(Address)

Santa Rosa, CA 95407
(City, State Zip)