



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective October 18, 2021 (the "Agreement Date") by and between:

**"Client"**

Name: City of Peoria  
Address: 419 Fulton Street, Peoria, Illinois 61602  
Phone: 309-494-8627  
Representative: Ben Krokum, Associate Grants Coordinator      Email: bkrokum@peoriagov.org

**"Stantec"**

Name: Stantec Consulting Services Inc.  
Address: 12075 Corporate Parkway, Suite 200, Mequon, WI 53092  
Phone: 262-643-9010  
Representative: Richard J. Binder, Principal      Email: rick.binder@stantec

Project Name (the "Project"):

City of Peoria Brownfield Environmental Consultant #27-20

**DESCRIPTION OF WORK:** Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

**DESCRIPTION OF CLIENT:** The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

**COMPENSATION:** Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,

licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

**STANTEC'S RESPONSIBILITIES:** Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client. The Services performed by Stantec shall be subject to the inspection and review of the Client at all times but such inspection and review shall not relieve Stantec from its responsibility for the proper performance of the services.

**TERMINATION:** Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's

budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**INDEMNITY:** The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

**WAIVER OF CONSEQUENTIAL DAMAGES:** Stantec's liability with respect to any claims arising out of this Agreement or any Task Order shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition



precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered or Stantec to perform all services contracted for by Client.

**GOVERNING LAW:** This Agreement shall be governed, construed and enforced in accordance with the laws of the County of Peoria, State of Illinois in which the majority of the Services are performed.

STANTEC shall observe and comply with all applicable laws, provide equal employment opportunity to all qualified persons and recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws. STANTEC shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. STANTEC shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located. Stantec shall notify Client of any amounts due and owing in writing. Client shall have 14 days to respond or dispute said amounts in writing.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.



The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

**ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

City of Peoria

Stantec Consulting Services Inc.

City Manager Richard Ulrich  
Print Name and Title

Richard J. Brider  
Print Name and Title

Signature [Signature]

Signature [Signature]

City Clerk Stephanie Jarr  
Print Name and Title

Signature Christine L. Kapustka

Legal Department  
Print Name and Title

Signature [Signature]

Community Development Department  
Print Name and Title

Signature \_\_\_\_\_

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## PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

City of Peoria  
(hereinafter called the "Client")  
- and -  
Stantec Consulting Services Inc.  
(hereinafter called "Stantec")

EFFECTIVE: October 18, 2021

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

STANTEC shall perform the services detailed in the "Work Plan for Brownfields Cleanup Grant" and Request for Qualifications, City of Peoria Brownfields Consultant #27-20 (herein the WORK PLAN/RFQ), which are provided in Exhibit 1 and generally includes Community Involvement and Grant Management, Cleanup Planning, Site Cleanup, Illinois Environmental Protection Agency Site Remediation Program coordination, and other Brownfield related duties. The contract period will generally coincide with the grant period and may be extended at the option of the City of Peoria if additional State or Federal grant funds are obtained. STANTEC may also be retained to assist in procurement and implementation of additional State, Federal, or other funding, or assist with additional brownfield related engineering and environmental consulting services.

(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: October 18, 2021  
Estimated Completion Date: September 30, 2023

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

STANTECS SERVICES will be performed on a time and materials basis not to exceed \$183,000 per the estimated contractual amount provided in the WORK PLAN/RFQ (Exhibit 1). The work will be performed per Stantec's Rate Table provided in Exhibit 2. The Rate Table is subject to escalation from time to time.

Stantec will not exceed the authorized amount prior to written approval. Additionally, task budgets are estimates and we reserve the right to reallocate budget between the SERVICES listed for actual work performed, and as allowed by the United States Environmental Protection Agency. Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" or a Task Order adjusting the Contract Services Time and Price as required.



**ADDITIONAL  
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

**GEOTECHNICAL PROFESSIONAL SERVICES**

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings/test pits, surveys, or exploration are made and that the data, interpretations and recommendations of STANTEC are based solely on the information available to STANTEC. Geotechnical conditions other than those observed at specific exploration sites may become apparent during or after construction. Corresponding revisions of geotechnical conclusions and recommendations may be necessary.

If expansive clay or expansive bedrock is present, the geotechnical analysis and recommendations presented are prepared with that level of care and skill ordinarily expected by the profession currently practicing in this area under similar conditions. Some differential movements of any improvements constructed over expansive clay or expansive bedrock should be anticipated.

Groundwater levels, within the depths of exploration, will be measured at the time of exploration. From this date of exploration, groundwater elevation may vary seasonally with changes in precipitation, runoff, and irrigation practices. STANTEC makes no warranty either expressed or implied that water levels measured at the time of exploration will represent future conditions.

The geotechnical investigation including exploration, testing, analysis, conclusions, and recommendations will be prepared for a specific project. Any revision of the scope of the SERVICES, site conditions, ordinances or policies of review agencies will require a review and update of geotechnical conclusions and recommendations.

**HAZARDOUS SUBSTANCES:**

All aspects of hazardous substances are beyond the scope of the geotechnical investigation. If encountered, the CLIENT will be immediately notified. STANTEC will perform such services as deemed necessary, such as notification of agencies, securing the site, and placing hazardous substances in a safe condition to comply with applicable local, state, provincial and federal laws and regulations on behalf of the CLIENT, and shall be compensated for such work on a time and expense basis in accordance with STANTEC's current Standard Rate Table.

**UTILITIES:**

In the prosecution of work, STANTEC will take all reasonable precautions to avoid damage to subterranean structures or utilities.

The CLIENT agrees to release STANTEC from any liability for, and to hold STANTEC harmless from any damages to subterranean structures which are not called to STANTEC's attention and correctly shown on the plans furnished.

**SAMPLES:**

All soil and rock samples will be retained for thirty (30) days. Further storage of samples can be made at CLIENT's expense upon written notice.

**CHANGED FIELD CONDITIONS:**

In the event the CLIENT discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the SERVICES, CLIENT agrees to notify STANTEC and engage STANTEC to prepare the necessary clarifications, adjustments, modifications, or other changes to STANTEC's work before construction activities commence or further activity proceeds. Further, CLIENT agrees to have a provision in its construction contracts for the SERVICES which requires the Contractor to notify the CLIENT of any changed field or other condition so that CLIENT may in turn notify STANTEC pursuant to the provisions of this paragraph.

**ENVIRONMENTAL PROFESSIONAL SERVICES**

The data presented by STANTEC represent conditions only at the specified locations and at the time designated. CLIENT acknowledges that these data may not represent conditions at other locations and times. STANTEC shall not be responsible for the interpretation given by others to STANTEC's data, interpretations and recommendations.

CLIENT acknowledges that STANTEC will provide a professional opinion relative to the presence of disposed hazardous substances, but STANTEC will not write a certification, statement, or guarantee.

CLIENT agrees to provisions of the AGREEMENT related to hazardous substances and accepts professional services deemed necessary by STANTEC to comply with legal regulatory and health and safety standards which govern work with hazardous substances.

#### HAZARDOUS SUBSTANCES

**Hazardous Substances Defined:** Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered to be subject to any federal, state or provincial law regulating such substances or wastes as hazardous.

**Special Nature of Work - CLIENT Understanding:** SERVICES provided by STANTEC will be based on information furnished by CLIENT and/or data ordinarily collected in the performance of such work by CLIENT. STANTEC shall exercise professional judgment and shall perform SERVICES using that degree of care and skill ordinarily exercised under similar circumstances by environmental consultants practicing on similar projects, in a similar time frame, and in this or similar localities. CLIENT understands that environmental services involving hazardous substances and hazardous wastes present hazards and liability risks to CLIENT and STANTEC if not conducted in compliance with applicable laws and regulations and with full disclosure of the presence of hazardous substances by CLIENT. CLIENT understands and agrees to the terms of this contract which authorize STANTEC to act on CLIENT's behalf and be compensated at STANTEC's usual rates for such SERVICES.

**Information:** CLIENT will disclose to STANTEC all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. CLIENT will specifically identify and describe to STANTEC all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the SERVICES to be performed by STANTEC. CLIENT will furnish any additional information requested by STANTEC including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. CLIENT authorizes STANTEC to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by STANTEC.

**Representative:** CLIENT agrees to provide a representative at the job site to supervise and coordinate the job when requested by STANTEC and upon 24-hours' notice.

**Responsibility for Safety and Health:** STANTEC will not create conditions which are hazardous to CLIENT or other parties. STANTEC agrees to comply with the site safety and health plan (as defined by federal law) and other additional safety requirements specified by CLIENT or CLIENT's agent. CLIENT shall provide such information to STANTEC as soon after execution of this AGREEMENT as practical and in no case less than five working days prior to commencement of work. STANTEC shall not be liable for injuries or economic loss associated with project safety except where such injuries or economic loss is caused by the sole negligence of STANTEC; and STANTEC reserves the right to stop work if an unsafe condition is observed.

In the event STANTEC is retained in a capacity in which it is responsible for preparation of a site safety and health plan by operation of law, regulation, or being placed in a supervisory or coordination role with respect to other parties at the site, it shall be authorized by CLIENT to assure to STANTEC's satisfaction that all requirements of such plan are complied with by CLIENT, CLIENT's employees and agents, and other parties. CLIENT agrees to provide information requested by STANTEC and to cooperate with the preparation and implementation of STANTEC's safety and health plan. STANTEC shall not be liable for personal injuries or property damages unless said personal injuries or property damages are found to be caused by STANTEC's sole negligence in either its preparation of a site safety and health plan or its exercise of its responsibilities thereunder.

**Notification to Government Agencies:** CLIENT hereby agrees to comply with all requirements of federal, state, provincial, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by STANTEC that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that CLIENT or CLIENT's agent is unavailable to make such required report or otherwise fails to do so, CLIENT hereby authorizes STANTEC to make reports on its behalf.

**Hazardous Waste and Hazardous Substance Transportation and Disposal:** Hazardous wastes and hazardous substances, as defined by federal, state and provincial law, encountered by

STANTEC, shall be deemed to have been generated by and the property of CLIENT. STANTEC's discovery, excavation, handling, packaging, and storing of such wastes shall be as CLIENT's agent and STANTEC shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. CLIENT shall be solely responsible for selection of transporters and disposal or treatment sites. CLIENT shall provide documentation and/or identification required by law, if any, to accompany all shipments of hazardous wastes and CLIENT shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event CLIENT is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, STANTEC is hereby authorized to act as CLIENT's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for CLIENT in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to CLIENT on a time and expense basis.

#### PHASE I ENVIRONMENTAL SITE ASSESSMENTS

**Reliance Letters:** Phase I ESA reports may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such reliance to which Stantec consents will (1) contain a limitation of Stantec's liability which will be no greater than the lesser of \$50,000 or the value of Stantec's fees for the Phase I ESA, and (2) only be granted pursuant to the conditions of Stantec's standard form reliance letter (i.e., Stantec will not sign forms of reliance letter proposed by lenders or other third parties). At Stantec's discretion, a fee of \$1,000 may be charged to the client or the party requesting reliance for the service to cover the costs for completion of a review of the reliance letter and report by Stantec legal staff and an independent technical reviewer.

#### CONTRACT PROVISIONS APPLICABLE TO NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS PRIME AGREEMENT BETWEEN CLIENT AND STANTEC (APPENDIX II TO PART 200)

*NOTE: The recently adopted Appendix II to Part 200 Federal requirements are applicable to U.S. EPA Brownfield Grant projects. The following Provisions have been developed by Stantec to assist our clients in meeting these requirements. However, the Client is still responsible for ensuring their own compliance when using these Agreements.*

**Equal Employment Opportunity:** During the performance of this contract, STANTEC agrees as follows:

(1) STANTEC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, 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. STANTEC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) STANTEC will, in all solicitations or advertisements for employees placed by or on behalf of STANTEC, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) STANTEC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) STANTEC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) STANTEC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of STANTEC'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated,



## PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

or suspended in whole or in part and STANTEC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) STANTEC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. STANTEC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event STANTEC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, STANTEC may request the United States to enter into such litigation to protect the interests of the United States.

**Clean Air Act and Clean Water Act:** (1) STANTEC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. STANTEC agrees to report each violation to CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) STANTEC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Debarment and Suspension:** STANTEC agrees that it is not listed on the government-wide exclusions in the System for Award Management (SAM).

**Byrd Anti-Lobbying Amendment:** STANTEC will fully comply with the applicable requirements of the Byrd Anti-Lobbying Amendment. The Byrd Anti-Lobbying Certification Form is provided in Exhibit 3.

**Procurement of Recovered Materials:** STANTEC agrees as follows:

§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded

\$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014].

### CITY OF PEORIA CONTRACT TERMS

Any terms of this Professional Services Agreement that conflict with the CLIENT Contract Terms provided in the WORK PLAN/RFQ (Exhibit 1) will be guided by the CLIENT Contract terms provided in the WORK PLAN/RFQ (Exhibit 1).

### INSURANCE

Stantec will confirm that all subcontractors meet or exceed the City's insurance requirements.

Copies of Stantec's insurance certificates are provided as Exhibit 4.

A copy of Stantec's Equal Employment Opportunity (EEO) Annual Certificate of Compliance is provided as Exhibit 5.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

**ADDITIONAL  
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

**Exhibit 1:** "Work Plan for the Brownfields Cleanup Grant" and Request for Qualifications, City of Peoria Brownfields Environmental Consultant #27-20

**Exhibit 2:** Proposal and Standard Rate Table (BC1937, 2021, Rate Table 1)

**Exhibit 3:** Byrd Anti-Lobbying Certification Form

**Exhibit 4:** Insurance Certificates

**Exhibit 5:** EEO Certificate of Compliance

**INSURANCE  
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

# **EXHIBIT 1**

**“Work Plan for the Brownfields Cleanup Grant” and Request  
for Qualifications, City of Peoria Brownfields Environmental  
Consultant #27-20**



**REQUEST FOR QUALIFICATIONS**  
**City of Peoria Brownfield Environmental Consultant**  
**# 27-20**



CITY OF  
**PEORIA**

**ISSUED BY**

**DIVISION OF PURCHASING**

**CITY OF**  
**PEORIA, ILLINOIS**

**Sealed Requests for Proposals will be received at the office of**  
**The PURCHASING MANAGER**  
**Room 108, City Hall,**

**419 Fulton Street, Peoria, Illinois until 2:00 P.M.**

**Thursday, November 19, 2020**  
**for furnishing the materials, or services**  
**described herein.**

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## **INSTRUCTIONS TO PROPOSERS**

Request for Proposal (RFP)

**ACCEPTANCE OF PROPOSALS** - The right is reserved, as the interest of the City may require, to reject any or all proposals and to waive any nonmaterial informality or irregularity in the responses received. All such responses will be in English. The City will select a Proposer as described below or reject all Proposals within one sixty (60) calendar days from the date the responses are opened.

**ADDITIONAL COPIES OF RFP** - Proposers may secure additional copies of the RFP documents from the City of Peoria's Finance Department Purchasing Division.

**RFP ENVELOPE IDENTIFICATION** - Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE ITEM BEING REQUESTED, REQUEST NUMBER, DATE AND TIME THE REQUEST IS DUE.

**MAILING OF PROPOSALS** - One (1) original and One (1) electronic copy (emailed) of all responses are to be mailed or delivered to the City of Peoria Purchasing Department, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the Purchasing Manager at (309) 494-8582.

**CLOSING TIME** - The Proposal closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the proposal is due.

**SELECTION** - The proposal selected will be that which best meets the needs of the City of Peoria as expressed in the RFQ. Said Selection will be made as per the guidelines created by the City of Peoria's Selection Committee. The content of the proposal, the experience of the firm/individuals and the result of any scheduled interview(s) may be considered in making the selection.

**WITHDRAWAL OF PROPOSALS** - Proposers may withdraw their proposals at any time prior to the RFP closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No Proposers shall withdraw its response for a period of sixty (60) calendar days from the RFP opening date. Negligence on the part of the Proposer in preparing a response confers no right of withdrawal or modification of a proposal after it has been opened. No response will be opened which has been received after the closing time specified in the RFP document and it will be returned unopened to the Proposer.

**ALTERNATE RESPONSES** - The RFP describes the service and level of experience/expertise, which the City feels are necessary to meet the performance requirements of the City. Proposers desiring to submit a response on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate responses. However, **ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The response must be accompanied by complete specifications of the items offered.

**AWARD** - An award will be made to the best qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the



delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is **certifying they have not been barred from bidding by Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.**

**COSTS** - Unit costs must be clearly identified for each component requested by the RFP document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his authorized representative.

**SIGNATURES** - Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

**INVESTIGATION** - Proposer shall make all investigations necessary to thoroughly inform itself regarding the supplies and/or service to be furnished in accordance with the RFP. No plea of ignorance by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Proposer.

**EQUAL EMPLOYMENT OPPORTUNITY** – To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, County of Peoria and/or the Peoria Park District **must** be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Office. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* The form may be requested on-line from the City's website ([www.peoriagov.org](http://www.peoriagov.org)). Click on Department Focus, Equal Opportunity Office, Forms, then select "Employer Report" or "Renewal". The forms can also be obtained by writing or calling:

**City of Peoria  
Equal Opportunity Office  
419 Fulton St.  
Peoria, IL 61602  
(309) 494-8530 Voice  
(309) 494-8532 TTY**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form Cc-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

**Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a proposal. The EEO Certification Number is only required prior to the award of the contract.**

**SAMPLES** - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the Respondent's request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

**RESPONSES** – A response is requested of all Proposers even if it is a “no response”.

### **CONTRACT TERMS**

**TAXES** - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.

**CITY'S AGENT**- The City of Peoria's Purchasing Manager shall represent and act for the City in all matters pertaining to the RFP and contract in conjunction thereto.

**PATENTS** - The successful Proposer agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

**HUMAN RIGHTS ACT** - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

**NON-COLLUSION** - With the executing of this RFP, the Proposer is certifying to non-collusion in the preparation and submittal. The response must be properly executed by the Proposer or the response will not be considered for selection.

**DEFAULT** - In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

**CANCELLATION** - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City manager...and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

**PRICES SPECIFIED** – The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.

**DELINQUENT PAYMENT** - By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

**PERMITS AND LICENSES** - The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

**INSURANCE** – The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

**Contractor's Insurance** – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
  - Combined Single Limit \$1,000,000.00
  - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
  - Combined Single Limit \$1,000,000.00
  - Property Damage \$1,000,000.00

**Insurance Inclusions** – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

**Contractual Liability** – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

**Certificates of Insurance** – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

**PRECEDENCE** - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Proposers".

**GOVERNING** – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

**AFFIRMATIVE ACTION REQUIREMENTS** - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

"The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

## **EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR**

**THE CONTRACTOR** (hereinafter referred to as “SERVICE PROVIDER”) agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

**REFERENCE - All of the contract terms shall be incorporated by reference into any written contract.**  
**Contact Information for Proposal: Chris Switzer, City of Peoria, Purchasing Manager**  
419 Fulton Street, Room 108, Peoria, IL 61602  
(309) 494-8507 [cswitzer@peoriagov.org](mailto:cswitzer@peoriagov.org)



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# **Request for Qualifications (RFQ) Brownfield Environmental Consultant**

## **I. GENERAL INFORMATION**

### **a) Statement of Purpose**

The purpose of this process is to solicit proposals for a consultant to implement a Municipal Brownfield Cleanup Grant. The City of Peoria was awarded an EPA Cleanup Grant for \$500,000 in Remediation Work at the located referred to as the Tabor Property.

**This RFQ is to obtain a consultant for this Grant Award. The chosen applicant may also be utilized for future grant awards for this property or for future Brownfield grants.**

### **b) Overview**

The City of Peoria is a full-service municipality of approximately 115,007 residents located along the Illinois River and equal distance from Chicago and St. Louis. The location referred to as the Tabor Property consists of 5 continuous parcels located on Adams Street in Peoria's south end.

### **c) Qualified Consultants**

Qualified consultants must demonstrate experience and extensive knowledge in Illinois Environmental Protection Agency Regulations and in the implementation of brownfield grants, regulations, and processes.

## **II. SCOPE OF WORK**

The City of Peoria Community Development Department (CDD) is requesting that qualified consultants submit a request for proposals pertaining to Community Involvement/Grant Management, Cleanup Planning, Site Cleanup, SRP Management, and other Brownfield related duties. The consultant will follow the specific work plan approved by the EPA. The approved work plan and timelines can be found attached to this RFQ.

## **Approved EPA Workplan**

### **Task 1: Community Involvement/Grant Management:**

Community involvement activities will include: Public meetings, Preparation of factsheets and mailers, Conducting on-line surveys, and door-to-door canvassing of residents. Grant management activities will include: Quarterly progress reporting, Annual disadvantaged business enterprise (DBE) reporting, Property Profile Form submission and updates in the ACRES, Preparation of a final report, and Expenses associated with CDD attendance at two Brownfield educational conferences.

*Anticipated Schedule:* Community outreach will be on-going throughout the project. Progress reports will be submitted on or before January 30th, April 30th, July 30th, October 30<sup>th</sup> of each year. Annual DBE reports will be submitted on or before October 30th of each year. Initial information on the Site will be entered into ACRES following execution of the RAP/ABCA, and updated upon completion of milestones related to remediation, Illinois EPA approvals, and redevelopment.

### **Task 2: Cleanup Planning:**

#### **Task/Activity Description**

The draft ABCA for the Site will be submitted to Illinois EPA for review during the second half of 2020. Following execution of the cooperative agreement, and receipt of comments from Illinois EPA, the City will prepare a final ABCA and a detailed RAP. The final ABCA and RAP will be submitted to USEPA and Illinois EPA for additional review and final approval. In addition, a quality assurance project plan (QAPP) that details all field and laboratory procedures for health and safety monitoring and collection and analysis of confirmation, treatment verification, and other types of environmental samples in conjunction with cleanup—will be prepared as appropriate and submitted to USEPA and Illinois EPA for review/approval. The City (or consultants) will complete USEPA required threatened or endangered species (ESA§7(a)(2)) and National Historic Preservation Act (NHPA§106) review activities, as appropriate.

*Anticipated Schedule:* The final ABCA/Response Plan, QAPP, and ESA/NHPA documentation will be completed by the end 2021.

*Task/Activity Lead(s):* The CDD Staff will lead all activities under Task 2. Outputs will be completed by CDD staff with support from the QEP.

#### **Outputs:**

- a. Final ABCA
- b. Final RAP
- c. QAPP
- d. ESA/NHPA Screening Documentation.

### **Task 3: Site Cleanup**

#### **Task/Activity Description**

##### **Anticipated Task 3 activities will include**

- a. The City will issue a work order/contract to its QEP to develop bid specifications for contractor solicitation, perform environmental oversight, documentation, and sampling in accordance with the RAP and QAPP.
- b. The City will work with Illinois EPA to provide at least one-week advance notice of remedial work to project stakeholders and residents living in areas near the Site.
- c. The City will retain a qualified cleanup contractor through a competitive RFP process based on the RAP and specifications developed during Task 2. The contractor will (per requirements of the Davis-Bacon Act):
  - i. Complete all permitting and pre-work submittals including a health and safety plan.
  - ii. Set-up controls to secure the Site and to comply with stormwater management requirements and survey and stake the boundaries for planned excavation areas.
  - i. Excavate, load, transport and dispose approximately 3,000 tons of contaminated soil.
  - ii. Construct an engineered barrier on the entire Site, outside of the stormwater pond, existing building, and greenspace areas.
- d. The QEP will observe/document the cleanup activities described below:
  - i. Prepare record drawings and photographic documentation will be provided documenting the contaminated fill was removed from the storm water pond, utility and landscaped areas and the construction of the asphalt engineered barrier.
  - ii. Complete post remediation groundwater sampling as appropriate.
  - iii. Assist the City in completing in the Remedial Action Completion Report.

*Anticipated Schedule:* Complete final Response Plan by the end of 2020 (including Illinois EPA review, comments, and City response). Begin remediation in 2021 and complete remediation in 2022.

*Task/Activity Lead(s):* City Staff (led by Kathryn Murphy) will direct cleanup activities at the Site, which will be completed by a QEP retained in accordance with 2 CFR 317-326.

#### **Outputs**

- a. Contractor Request for Proposals (RFPs) and bid results
- b. Contractor Pre-Work Submittals
- c. Laboratory Testing Reports
- d. Closure Reports



#### **Task 4: SRP Oversight**

##### **Task/Activity Description and Roles**

The Illinois EPA SRP program will assist with outreach activities, participate in public meetings as needed and provide review and approval of work plans and technical reports associated with Tasks 1-3. Illinois EPA charges SRP participants for staff time required for oversight.

*Anticipated Schedule:* Illinois EPA involvement will be on-going throughout grant implementation.

*Task/Activity Lead(s):* Illinois EPA staff will provide oversight funded as part of Task 4.

##### **Outputs:**

- a. Outreach materials prepared by Illinois EPA
- b. RAP approval letter
- c. Closure/NFR letter

#### **Task 5: Other Brownfield Related Duties:**

The Consultant is expected to fulfill all grant required duties such as reporting and responding to oversight questions from federal and local officials. Other duties may be required for a successful program but have not been anticipated in this call for services.

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### **III. PROPOSAL CONTENT REQUIRED INFORMATION**

#### **a) Proposal Presentation**

All responses to this RFQ must be made in accordance with the specifications as set forth herein. Failure to adhere to any specification contained herein, may be cause to reject your response.

#### **b) Ability to Perform**

As part of your response, you must present satisfactory evidence indicating your ability to meet the scope of work as detailed in this RFQ. To this end, your RFQ response must include the following information:

1. The name, address and telephone number of your company.
2. If appropriate, the names, business address and telephone number of your company's officers, directors and associates and the names and addresses of any parent or subsidiary of your company. Your information should describe the nature of the work and the line of authority of these individuals and/or companies as they relate to this project.
3. Names and qualifications of outside consultants and associates that will be employed to assist on this project.
4. Your current and past experience as it relates to Brownfield grants and projects. Please provide examples of your work and experience. Identify the individuals assigned to the project team, what specific role each will take in completing the work, and their ability in completing each of the above noted tasks. Please also include specific examples of work completed within the City of Peoria.
5. A minimum of three related business references, including names, addresses and phone numbers plus a description of the type of brownfield work you performed for them.
6. A detailed work plan describing your approach to managing and coordinating this project. The description should, at a minimum, include all tasks listed in the scope of work and a tentative schedule. In addition, you should include any steps/tasks not included in the "scope of work" that you think would materially affect the quality of the project.
7. To the greatest extent possible, please provide a written summary identifying the types of information, data and assistance expected from the City in order to complete this project.

8. To enable the City of Peoria to evaluate any potential conflict of interest, provide a list of all consultant companies with which you have a contractual or financial relationship
9. Cost of services - Please provide a separate cost for each Task:
  - a. Task 1: Community Involvement/Grant Management
  - b. Task 2: Cleanup Planning
  - c. Task 3: Site Cleanup
  - d. Task 4: SRP Management
  - e. Task 5: Other Brownfield Related Duties

**c) Supplemental Material**

You may provide any material not specifically required as supplemental information. Additional material may include the following:

- Additional reports and/or descriptions of similar projects you have completed.
- Promotional material describing your firm and its services.
- Additional references.

**IV. SELECTION PROCESS AND EVALUATION CRITERIA**

**a) Evaluation Criteria**

The City will act as the sole judge of all proposals. Final selection of the consultant will be made based upon the following criteria:

- Specific professional experience of key personnel and company related to brownfield grant writing, and the process for the preparation of Phase I and Phase II ESA's for municipalities.
- Experience performing assessments in the City of Peoria
- Knowledge of project requirements for all five aspects of the RFQ
- Demonstrating extensive knowledge of brownfield grant writing and conducting Phase I and Phase II ESA's.
- Satisfaction of previous and current clients related to the timely writing and submission of Brownfield grant applications and completion of Phase I – AAI and Phase II ESA's.
- Cost for services.
- MBE/WBE consultant.

The following matrix will be used to evaluate each response on a scale of 1 to 10:

| CRITERIA                          | RATING<br>(1 to 10) | X | WEIGHT | = | TOTAL |
|-----------------------------------|---------------------|---|--------|---|-------|
| Key Personnel and Roles           |                     | X | 3      | = |       |
| Firm Resources / Consultants      |                     | X | 5      | = |       |
| Related Projects of Firm          |                     | X | 3      | = |       |
| Related Projects of Key Personnel |                     | X | 3      | = |       |
| Experience with City of Peoria    |                     | X | 7      | = |       |
| Grasp of Project Requirements     |                     | X | 7      | = |       |
| Project Management                |                     | X | 5      | = |       |
| References                        |                     | X | 1      | = |       |
| Cost of Service                   |                     | X | 3      | = |       |
| MBE/WBE Consultant                |                     | X | 3      | = |       |

The selection process will involve representatives of City Staff/ Administration, who will review each RFQ and provide their recommendation to the City Council for its consideration. Final authorization to enter into a contract can only be made by the Council; and until that occurs, there are no commitments by the City.

The City reserves the right to reject any proposal, make counterproposals, and/or engage in negotiation with any or all firms making a proposal in order to obtain the required services at an acceptable cost to the City. The City also reserves the right to cancel or amend the RFQ at any time. Any changes in the status of the RFQ will be brought to the attention of all known parties. The final selection will be a qualification-based selection.

**V. EQUAL EMPLOYMENT CERTIFICATION (EEO)**

Any entity providing a good or service to the City of Peoria must obtain an EEO Certification number issued by the City of Peoria. All qualified consultants will be required to obtain this number prior to any contract awards. To apply, please contact the City of Peoria, Equal Employment Opportunity Office at 419 Fulton St., Room 108, Peoria, IL 61602, (309) 494-8585. You can also visit the following website for more information: [http://www.peoriagov.org/content/uploads/2012/10/Emploer-Report-CC-1-Rev-July2019\\_1563307843\\_add.pdf](http://www.peoriagov.org/content/uploads/2012/10/Emploer-Report-CC-1-Rev-July2019_1563307843_add.pdf).



**VI. SUBMISSION REQUIREMENTS AND DEADLINE**

Please submit one (1) clearly marked original to the following address:

The City of Peoria  
Division of Purchasing  
419 Fulton Street, Room 108  
Peoria, IL 61602

Please submit one (1) electronic PDF copy to the following email address:

[cswitzer@peoriagov.org](mailto:cswitzer@peoriagov.org)

All proposals submitted in response to this solicitation must be received by 2:00 p.m. (Central Time), Thursday, November 19<sup>th</sup> by mail or hand-delivery. Faxed transmissions will not be accepted. The City of Peoria will not consider any responses received after the date and time indicated above. All submissions become the property of the City of Peoria and will not be returned.

**X. General Conditions**

The City of Peoria reserves the right to reject any or all applications and to waive any informalities in the proposal process. The City of Peoria reserves the right to award more or less than the anticipated funding available.

The City of Peoria reserves the right to make an award based solely on the proposals or to negotiate further with one or more applicant. The applicant(s) selected for the award will be chosen based on the greatest benefit to the City of Peoria, not the lowest price. Past performances with the City of Peoria will also attribute to the validity of the applicant's application. The City's decision is final; there is no appeal process.

The City of Peoria reserves the right to terminate the contract for unsatisfactory performance or such other justifiable causes. In the event the applicant is performing unsatisfactorily, a thirty-day (30) prior written notice shall be given to rectify any outstanding issues concerning the contract, with the option of termination for causes such as loss or reduction in availability of funding.

The applicant shall provide access to any books, documents, papers, and records directly pertinent to contract services for the purpose of making audit examination, excerpts, and transcriptions at no charge. Such access shall be made to the following organizations: The City of Peoria, U.S. Environmental Protection Agency officials, Comptroller General of the United States, or any of their duly authorized representatives.

The applicant shall retain all required records for four (4) years following the date of expiration and all other pending matters are closed and shall provide access to the City at no charge during that period.

The applicant shall protect, defend, indemnify, and save harmless the City of Peoria against any and/or all claims that may result or arise from performance of this contract.

In accordance with federal regulations, the City of Peoria requires a drug-free workplace. The applicant shall require all employees to sign copies of the notice to honor and abide by the requirements of the Drug Free Workplace Act. Signed copies must be maintained for every employee.

All construction work shall be performed in compliance with standards and regulations adopted by the City of Peoria and in compliance with Environmental Protection Agency's grant regulations and other related requirements. These include the national Environmental Protection Act, Davis-Bacon Prevailing Wage, and Section 3 regulations.

If selected, other requirements of the City of Peoria will be outlined in the service agreement including, but not limited to requirements for general liability and bodily injury insurance, automobile insurance, workers compensation insurance, conformance with all applicable laws, and other legal requirements as outlined by the City

# CITY OF PEORIA REQUEST FOR QUALIFICATIONS

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The executing of this form certifies understanding and compliance with the total proposal package.

PROPOSAL SUBMITTED BY:

---

**Company**

# \_\_\_\_\_  
Peoria EEO Certificate of Compliance Number

# \_\_\_\_\_  
Employer Identification # (EIN)

---

**Address**

---

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_ **Daytime Telephone #** \_\_\_\_\_

---

**After Hour Telephone #** \_\_\_\_\_ **Contact Person (Please print or type)** \_\_\_\_\_

---

**Name of Authorized Agent or Officer** \_\_\_\_\_ **Title** \_\_\_\_\_

---

**E-Mail** \_\_\_\_\_

---

**Signature of Authorized Agent or Officer** \_\_\_\_\_ **Date** \_\_\_\_\_

PLEASE MARK ENVELOPE: RFP # 27-20

## Attachment #1



### Work Plan for the Brownfields Cleanup Grant

City of Peoria Community Development Department

Grant Recipient: City of Peoria

419 Fulton Ave Room 203

Peoria, IL 61602

Project Contact: Kathryn Murphy, Grants Manager

Telephone: 309-494-8607 Fax: 309-494-8674

E-mail: [kmurphy@peoriagov.org](mailto:kmurphy@peoriagov.org)

Project Period: 10/1/2020 – 9/30/23

CFDA: 66.818 - Brownfields Assessment, Cleanup and Multi-Purpose Agreements

RFP: EPA-OLEM-OBLR

This project supports the following goals and objectives of the 2018-2022 Strategic Plan for the US Environmental Protection Agency (EPA):

Goal 1: Deliver real results to provide Americans with clean air, land, and water, and ensure chemical safety.

Objective 1.3: Revitalize land and prevent contamination. Specifically, the recipient will plan, conduct, and confirm completion of cleanup activities to encourage revitalization and reuse of brownfields sites. Project Period is 3 years.

### PROPOSED OUTPUTS AND OUTCOMES



The primary expected output is the environmental remediation of a continuous set of parcels commonly known as Tabor. The 5.4-acre Site is comprised of five contiguous parcels of land formerly owned/utilized by numerous entities for commercial and industrial activities. Former Tabor Property uses include a junk yard/salvage yard, railroad storage yard, compressor company, bulk oil and gasoline filling station, TV sales, real estate office and used car sales. These activities date to the early 1900's. The City acquired the parcels comprising the Site in 2013 and 2014. With the Illinois EPA's assistance and oversight, the City removed and properly disposed of thousands of tires and demolished the associated Quonset storage hut. The City also removed all remaining/discarded scrap/junk from historical industrial/commercial operations from the Site. A 10,000 square foot (ft<sup>2</sup>) building, in relatively good condition, remains at the Site. The Site is fenced to restrict access and prevent dumping and has remained vacant since acquisition by the City. Remediation of this contaminated property will remove a blighted site from a neighborhood and will allow for business development in an area of Peoria that has concentrated poverty.

The expected outcome is the re-development of the Tabor Property removing a blighted publicly owned property and turning it over as a remediated site ready for business development. This site is conveniently located on route 29 and a railroad track, and is within 1 mile of both shipping on the Illinois River and trucking transport on Interstate 474.

## 1 Introduction & Environmental Results

The EPA has awarded \$500,000 to the City of Peoria to go towards cleanup of the Brownfield located within the City of Peoria at the group of parcels known as the Tabor Property. The environmental concern at the Site is predominantly contaminated by hazardous substances. Select semi-volatile organic compounds, polychlorinated biphenyl mixtures, pesticides, and metals remain in soil and/or groundwater at concentrations greater than applicable health-based soil and ground water remediation objectives. The contamination appears to be the result of undocumented releases of hazardous substances during historical industrial/commercial activities and placement across the entire Site.

## 2 Project Overview

The EPA has awarded City of Peoria \$500,000 for cleanup. The entirety of these funds will be dedicated to cleanup of the properties collectively known as Tabor. The following tasks comprise the Cleanup Grant:

1. Community Involvement/Grant Management
2. Cleanup Planning

3. Site Cleanup
4. SRP Management

### 3 Management and Coordination

Personnel from the City's Community Development Department, Grants Division will manage the grant project with support from an environmental consulting firm. Ms. Kathryn Murphy, Grants Manager for the City, will serve as the main contact for the grant. Ms. Murphy manages multiple federal grants including Community Development Block Grant (CDBG), HOME Investment Partnerships Program, and Emergency Solutions Grant (ESG) funds, as well state grants for demolition and housing rehabilitation. She is the lead staff member in the grants division responsible for implementing various city strategies for grant funding implementation and obtaining stakeholder input on projects. She obtained a master's degree in Public Policy from George Mason University.

Mr. Ben Krokum, Associate Grants Coordinator for the City will also serve as an additional staff member on the project team. Ben has experience in the day to day oversight of state demolition grants, HOME construction projects, CDBG Public Service grants, and ESG grants. His previous experience as a Development Technician in the Planning and Zoning Division will also serve to assist in project coordination with state and local requirements. He obtained his bachelor's degree in Political Science and Criminal Justice from Illinois State University.

The City of Peoria regularly retains the services of environmental contractors to conduct assessments, determine the need for cleanup, prepare cleanup plans, and conduct cleanups at redevelopment sites. City staff and retained contractors will work with Illinois Environmental Protection Agency (IEPA) staff in overseeing the cleanups.

### 4 Work to Be Performed

#### **Task 1: Community Involvement/Grant Management**

##### Task/Activity Description

Community involvement activities will include:

- a) Public meetings,
- b) Preparation of factsheets and mailers,
- c) Conducting on-line surveys, and door-to-door canvassing of residents.

Grant management activities will include:

- a) Quarterly progress reporting,
- b) Annual disadvantaged business enterprise (DBE) reporting,
- c) Property Profile Form submission and updates in the ACRES,

- d) Preparation of a final report
- e) Expenses associated with grantee attendance (Kathryn Murphy and Ben Krokum) at two Brownfield educational conferences.

*Anticipated Schedule:* Community outreach will be on-going throughout the project. Progress reports will be submitted on or before January 30th, April 30th, July 30th, October 30th of each year. Annual DBE reports will be submitted on or before October 30th of each year. Initial information on the Site will be entered into ACRES following execution of the RAP/ABCA, and updated upon completion of milestones related to remediation, Illinois EPA approvals, and redevelopment.

|  |                                    |  |
|--|------------------------------------|--|
| <b>Task 1: Grant Management</b>  |                                    |  |
| The objective of this task is to fulfill all administrative requirements of the grant. |                                    |  |
| <b>Activities:</b>   | <b>Deliverables:</b>               | <b>To be Completed by:</b>                 |
| Cleanup Oversight  | None                               | Ongoing                                    |
| Prepare Quarterly Reports  | Quarterly Reports                  | Within 30 days of the end of each quarter. |
| Prepare Property Profile Forms   | Property Profile Forms             | Submitted via ACRES, as needed             |
| Prepare Annual Financial Reports   | Annual Financial Reports           | October 31 of each year                    |
| Prepare Annual MBE/WBE   | Annual MBE/WBE Reports             | October 31 of each year                    |
| Other correspondence with EPA as Necessary   | Copies of Important correspondence | Ongoing                                    |

## **Task 2: Cleanup Planning**

### Task/Activity Description

The draft ABCA for the Site will be submitted to Illinois EPA for review during the second half of 2020. Following execution of the cooperative agreement, and receipt of comments from Illinois EPA, the City will prepare a final ABCA and a detailed RAP. The final ABCA and RAP will be submitted to USEPA and Illinois EPA for additional review and final approval. In addition, a quality assurance project plan (QAPP) that details all field and laboratory procedures for health and safety monitoring and collection and analysis of confirmation, treatment verification, and other types of environmental samples in conjunction with cleanup—will be prepared as appropriate and submitted to USEPA and Illinois EPA for review/approval. The City (or consultants) will complete USEPA required threatened or endangered species (ESA§7(a)(2)) and National Historic Preservation Act (NHPA§106) review activities, as appropriate.

*Anticipated Schedule:* The final ABCA/Response Plan, QAPP, and ESA/NHPA documentation will be completed by the end 2021.

*Task/Activity Lead(s):* The CDD Staff will lead all activities under Task 2. Outputs will be completed by CDD staff with support from the QEP.

Outputs:

- a) Final ABCA
- b) Final RAP
- c) QAPP
- d) ESA/NHPA Screening Documentation.

### **Task 3: Site Cleanup**

Task/Activity Description

Anticipated Task 3 activities will include

- a) The City will issue a work order/contract to its QEP to develop bid specifications for contractor solicitation, perform environmental oversight, documentation, and sampling in accordance with the RAP and QAPP.
- b) The City will work with Illinois EPA to provide at least one-week advance notice of remedial work to project stakeholders and residents living in areas near the Site.
- c) The City will retain a qualified cleanup contractor through a competitive RFP process based on the RAP and specifications developed during Task 2. The contractor will (per requirements of the Davis-Bacon Act):
  - i) Complete all permitting and pre-work submittals including a health and safety plan.
  - ii) Set-up controls to secure the Site and to comply with stormwater management requirements and survey and stake the boundaries for planned excavation areas.
  - iii) Excavate, load, transport and dispose approximately 3,000 tons of contaminated soil.
  - iv) Construct an engineered barrier on the entire Site, outside of the stormwater pond, existing building, and greenspace areas.
- d) The QEP will observe/document the cleanup activities described below:
  - i) Prepare record drawings and photographic documentation will be provided documenting the contaminated fill was removed from the storm water pond, utility and landscaped areas and the construction of the asphalt engineered barrier.
  - ii) Complete post remediation groundwater sampling as appropriate.
  - iii) Assist the City in completing in the Remedial Action Completion Report.

*Anticipated Schedule:* Complete final Response Plan by the end of 2020 (including Illinois EPA review, comments, and City response). Begin remediation in 2021 and complete remediation in 2022.



*Task/Activity Lead(s):* City Staff (led by Kathryn Murphy) will direct cleanup activities at the Site, which will be completed by a QEP retained in accordance with 2 CFR 317-326.

**Outputs**

- a) Contractor Request for Proposals (RFPs) and bid results
- b) Contractor Pre-Work Submittals
- c) Laboratory Testing Reports
- d) Closure Reports

**Task 4: SRP Oversight**

**Task/Activity Description and Roles**

The Illinois EPA SRP program will assist with outreach activities, participate in public meetings as needed and provide review and approval of work plans and technical reports associated with Tasks 1-3. Illinois EPA charges SRP participants for staff time required for oversight.

*Anticipated Schedule:* Illinois EPA involvement will be on-going throughout grant implementation.

*Task/Activity Lead(s):* Illinois EPA staff will provide oversight funded as part of Task 4.

**Outputs:**

- a) Outreach materials prepared by Illinois EPA
- b) RAP approval letter
- c) Closure/NFR letter

## 5 Budget

The City of Peoria Community Development Department developed the following budget for use of the Cleanup grant funds. The Cleanup grant award was \$500,000, to which the COP will contribute a 20% match, or \$100,000. The match will be met with cash contributions paid from the Eagle View TIF toward contractual costs. The Tabor property is located within the Eagle View Tax Increment Finance district. This Tax Increment District collects increases in property taxes from within the district and utilizes them for development purposes. Contractual line item costs to fund the remediation are detailed in the budget tables. The contractual costs are based on the ABCAs and further guidance from the City of Peoria's QEP. **Task 1 – Community Involvement/Grant Management: Total Budget = \$38,000 Personnel costs of \$5,000** are requested to support performance of grant reporting activities by City staff (50hrs. @ \$100/hr.). **Travel costs of \$5,000** are for City staff to attend regional or national brownfield conferences and include airfare costs (2 staff; 2 conferences; \$500/ticket = \$2,000) and hotel/meal/local transportation costs (2 staff @ 2 conferences; 3 days/conference; \$250/day = \$3,000). **Supply costs of \$3,000** include \$500 for printing and \$2,500 for mailing expenses associated with public notices. The **cost share of \$25,000** for Task 1 will be provided through 200 hrs. of work by the QEP (average blended rate = \$125/hr.) paid through Eagle View TIF funds.

### **Task 2 – Cleanup Planning: Total Budget = \$25,000**

The **cost share of \$25,000** for Task 2 will be provided by the QEP (paid through Eagle View TIF funds) performing an estimated 200 hrs. of work (@ \$125/hr.) performing cleanup planning activities.

### **Task 3 – Cleanup: Total Budget = \$515,000**

**Personnel costs of \$5,000** are requested for coordination of cleanup activities performed by City staff (50 hrs. @\$100/hr.). **Contractual costs of \$460,000** include \$15,000 for pre-construction waste characterization (including driller, laboratory analyses, and consulting), **\$445,000** for cleanup contractor costs ([1] \$20,000 for pre-work submittals; [2] excavation/trucking/disposal of 3,020 tons of contaminated soil @ \$70/ton = \$211,400; [3] Backfill of landscaped areas, including import of 1,400 tons of clean fill @ \$10/yd<sup>3</sup> and topsoil grade and seed 590 yd<sup>2</sup> @\$5/ yd<sup>2</sup> \$17,000; [5] Crushed concrete/brick and clean gravel fill engineered barrier = \$64,700; [6] Asphalt engineered barrier at entrance/egress = 2,000 square feet at \$7 per square foot \$14,000); [7] Geotextile between engineered barrier and contaminated soil = \$37,400; [8]. Equipment/personnel/mobilization/ demobilization of contractor = \$12,500, and [8] \$68,000 for confirmation groundwater sampling and closure documents. Cleanup contractor costs include prevailing wages under the Davis-Bacon Act. The **cost share of \$50,000** for Task 3 will be provided through 400 hrs. of work (@ \$125/hr.) by the QEP conducting oversight activities (50 hrs coordination; 150 hrs. on-site oversight activities; 200 hrs. report preparation) paid through Eagle View TIF funds.

**Task 4 – VCP Oversight: Total Budget = \$22,000**

Personnel costs of \$2,000 are requested for City staff time (20 hrs. @ \$100/hr.) to coordinate SRP oversight activities specific to the Site. Other costs of \$20,000 are requested for hourly fees that will be charged by Illinois EPA for time spent by state staff providing oversight for cleanup under the SRP. The Illinois EPA will assist with outreach activities, participate in public meetings, provide review and approval of work plans and technical reports associated with Tasks 1-3. Illinois EPA fees are estimated at 200 hrs. @ \$100/hr. This is a subaward from the Illinois EPA.

Updated City Staff Personnel Expenses:

Two City of Peoria employees will receive compensation for work performed on this grant, there will be no fringe benefits charged: Kathryn Murphy, Grants Manager, and Ben Krokum, Grants Coordinator. The expected cost breakdowns are as follows:

|   |                    |
|---|--------------------|
| Personnel:  |                    |
|   | Requested from EPA |
| Salaries and Wages                                |                    |
| (1) Grants Coordinator @ \$30.95/hr x 289.4 hours | \$ 8,956.93        |
| (1) Grants Manager @ \$42.25/hr x 72 hours        | \$ 3,042.00        |
| Total   | \$ 11,998.93       |

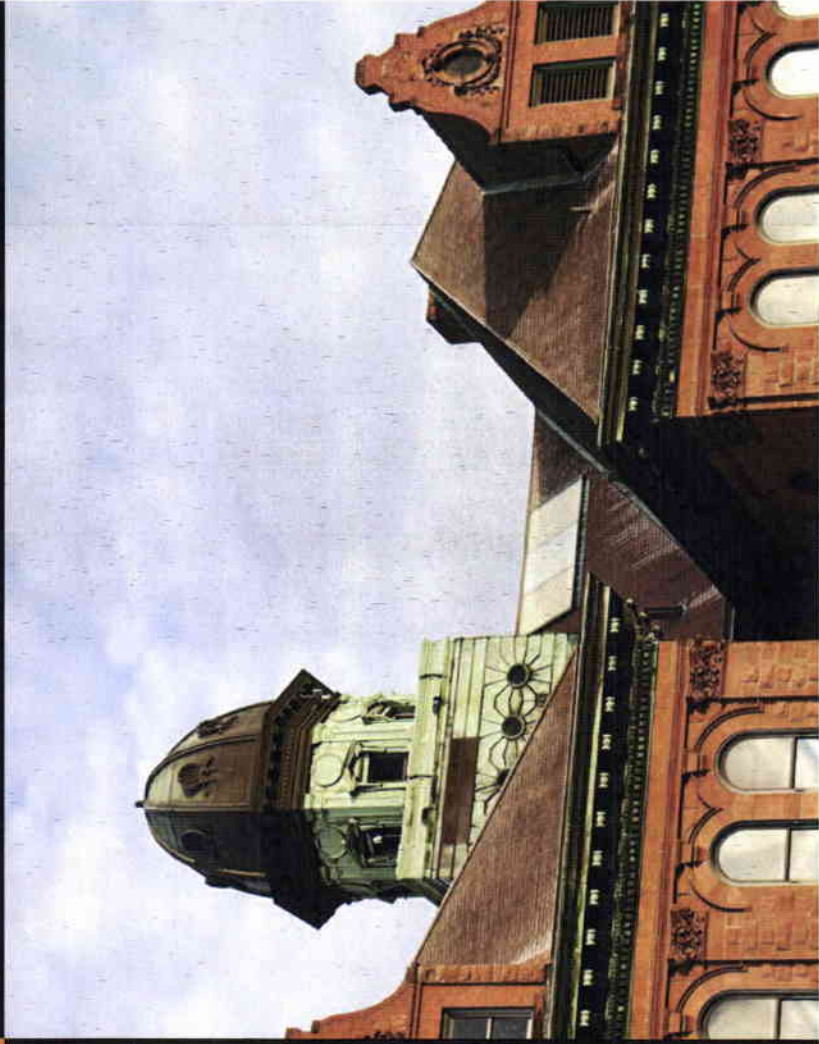
|                       | Task 1                        | Task 2           | Task 3             | Task 4        |           |
|-----------------------|-------------------------------|------------------|--------------------|---------------|-----------|
| Budget Categories     | Outreach and Grant Management | Cleanup Planning | Cleanup Activities | SRP Oversight | Totals    |
| Personnel             | \$5,000                       |                  | \$5,000            | \$2,000       | \$12,000  |
| Travel                | \$5,000                       |                  |                    |               | \$5,000   |
| Supplies              | \$3,000                       |                  |                    |               | \$3,000   |
| Contractual           | \$25,000                      | \$25,000         | \$510,000          |               | \$560,000 |
| Other (SRP Fees)      |                               |                  |                    | \$20,000      | \$20,000  |
| Total Direct Costs    | \$13,000                      |                  | \$465,000          | \$22,000      | \$500,000 |
| Indirect Costs        |                               |                  |                    |               |           |
| Total Federal Funding | \$13,000                      |                  | \$465,000          | \$22,000      | \$500,000 |
| Cost Share            |                               |                  |                    |               |           |
| Total Budget          | \$38,000                      | \$25,000         | \$515,000          | \$22,000      | \$600,000 |

## **EXHIBIT 2**

**Proposal and Standard Rate Table (BC1937, 2021, Rate Table  
1)**

#27-20

# City of Peoria Brownfield Environmental Consultant





### Community

A thoughtfully created environment that enhances the physical, social, and spiritual well-being of the inhabitants.

### Collaboration

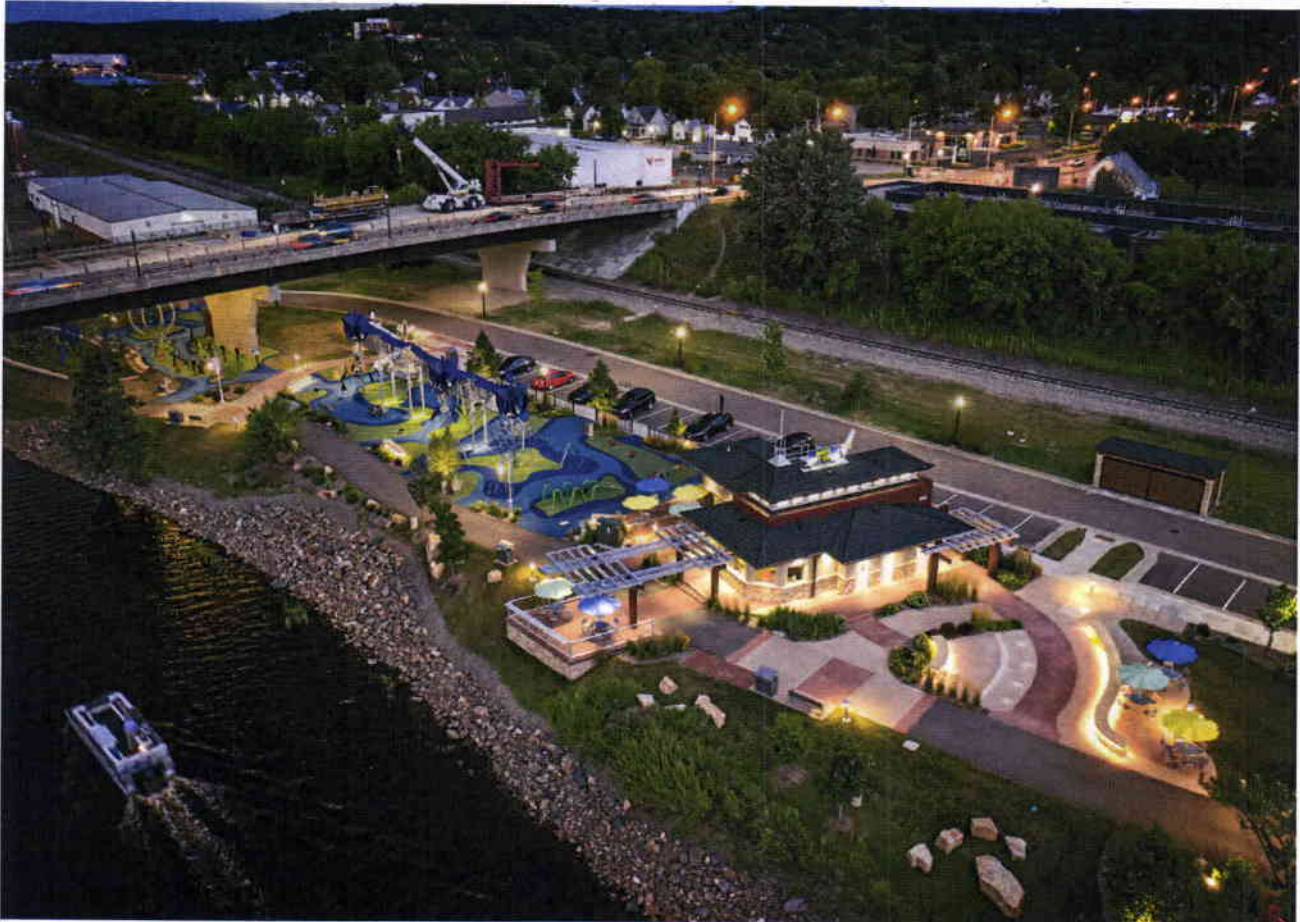
Relationships based on trust, contribution, and a shared commitment to building sustainable communities.

### Creativity

A people-centered working environment generating thoughtful design to shape the urban landscape.

# WAUSAU BROWNFIELDS CLEANUP AND PLANNING GRANTS

WAUSAU, WISCONSIN



Stantec's team of urban planners, landscape architects, engineers, and scientists worked with the City of Wausau to implement public improvements along over 2,200 feet of Wisconsin River shoreline—laying the groundwork for Riverlife, a new regional recreation, entertainment, commercial and residential waterfront destination.

The first phase provided the framework for this once-in-a-lifetime community project: an ADA publicly accessible pedestrian bridge, boat docks, kayak launches, wharf, nearby kayak launch, multi-use trail sys-

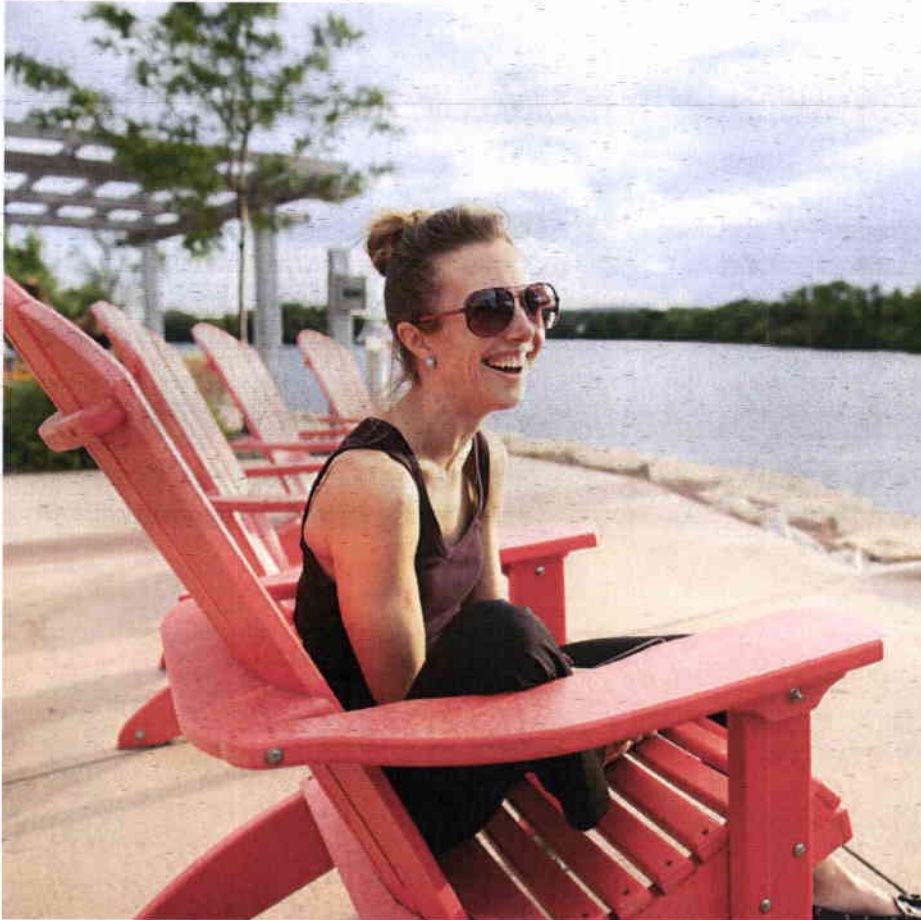
tem, riverbank restoration, lighting, and site furnishings. The team also "daylighted" a previously navigable stream, which had been hidden within a large diameter storm sewer for years, and enhanced it with an arched bridge and lighted waterfall feature.

The second phase of improvements includes a signature centerpiece park, bathroom, and concession building that hosts a Briqs Ice Cream shop. The Riverlife amenities also include a terraced seating area, adjacent to the concession building and overlooking the river, which

features benches, tables, chairs and shade umbrellas, and a unique leaping water fountain.

Riverlife also offers a destination universal-designed playground for all ages. The playground includes a unique Kompan climbing and net play structure, slide, and climbing rocks; an extensive rubberized accessible play area that is designed with multiple colors to lead participants through the area; other play structures for smaller children; an adult outdoor exercise area; and a timed "challenge course" akin to today's Ninja obstacle courses for





**Rick Binder**  
**Project Manager**

Richard was responsible for implementation of a US EPA Brownfields Revolving Loan Fund (RLF)/Wisconsin Department of Natural Resources Ready for Reuse subgrant, and two US EPA Brownfields Cleanup Grants awarded in 2012 and 2013 to the City of Wausau, Wisconsin related to stream restoration, remediation, infrastructure improvements, and multi-use trail/greenspace design and construction at three contiguous properties totaling 17 acres and located in the Riverfront Redevelopment Area.

older children. All amenities provide great river views and enhance the park and trail experience for bikers, walkers, and everyday travellers through the park.

More improvements are to come along the Riverlife trail network as a new trailhead and river overlook will be constructed south of the park in downtown Wausau.

**Stantec's brownfields team also helped city officials obtain more than \$2.5 million in federal and state funding to remediate and redevelop 31 acres of vacant and contaminated riverfront parcels. Their work resulted in the 2013 national Brownfield Renewal Award for Economic Impact. The City also received several awards for this transformational project, including national American Public Works Association (APWA) and Wisconsin APWA awards and an American Society of Landscape Architects Merit Award.**

# FORMER HD HUDSON MANUFACTURING FACILITY REDEVELOPMENT

HASTINGS, MINNESOTA



Stantec is supporting the City of Hastings in redeveloping the former HD Hudson manufacturing facility brownfield site. Due to a highway reconstruction project, the City acquired the property without incurring relocation cost. Acquisition of the property, building demolition, and a market study, was supported by three initial Dakota County Community Development Authority (CDA) Redevelopment

Incentive Grants totaling \$397,500.

Stantec completed a Phase I ESA update, a Phase II ESA, and a response action plan funded through two US EPA Brownfield Assessment Grants awarded to Dakota County, Minnesota. Stantec completed additional environmental investigations and a Phase II site investigation utilizing a \$50,000 Metropolitan Council Tax Base Revitalization Account (TBRA)

grant. This funding was critical as environmental issues were complex due to historic industrial use, location on the edge of a bluff, and a wide range of contaminants present in soil, soil vapor, and groundwater. Stantec's initial assessment allowed the City to move forward with abatement of hazardous building materials and demolition of a 1970s warehouse/manufacturing addition.





**Rick Binder**  
Project Manager for the EPA  
Cleanup Grant Portion of the  
Project

What was once an abandoned manufacturing facility, is now a mixed-use development that will serve as a housing, commercial, and recreation hub for residents and visitors alike. All thanks to a dedicated client and Stantec's expertise in brownfield grants and environmental assessment front Redevelopment Area.

The City was also able to move forward with the Great River Landing redevelopment, a mixed-use rehabilitation (adaptive reuse) of the historic former Hudson Manufacturing building including residential housing units, a hotel, and 20,000 square feet of commercial space. It will also include a park and open space along the Mississippi River. Three US EPA FY2015 brownfield clean-

up grants totalling \$600,000 and a \$250,000 CDA grant was used for supplemental investigation/remedial activities. Site activities are ongoing.



# MIRRO BUILDING DEMOLITION

MANITOWOC, WISCONSIN



Once home to the world's largest manufacturer of aluminum products, the former Mirro complex in downtown Manitowoc, Wisconsin contained approximately 1,000,000 square feet of manufacturing space spanning across (17) contiguous multi-story buildings. Underlying the industrial complex is approximately 1.25 miles of utility tunnels. To facilitate the demolition of the blighted/deteriorated structures, Stantec completed a large pre-demolition lead-bearing paint,

asbestos containing materials, and hazardous/restricted waste inspection of the aboveground structures and the utility tunnel. The investigation identified 26,000 square feet of friable asbestos exterior coating/wrapping, 1,100 linear feet of pipe wrap, and a large quantity of various non-friable asbestos containing materials (e.g. 207 electrical panels/motors/insulators; brick; glazing; tile; gaskets; transite panels/boards). The lead-bearing paint survey

included XRF measurements at 1,770 locations, which confirmed the presence of lead-bearing paint throughout the entire structure. Hazardous and restricted wastes identified in the buildings included a large mercury spill from a monometer and various ballasts, bulbs, transformers, signs, bearings, batteries, mercury switches requiring removal prior to demolition. Due to the prior illicit draining of dielectric fluids from two large electrical transformers,



**Harris Byers**  
**Project Manager**

Stantec helped the City obtain funds and oversee demolition of several structures to set the stage for redevelopment of this contaminated manufacturing site in downtown Manitowoc.

pre-demolition characterization also included an extensive investigation to delineate PCB impacts to porous building materials, including wood flooring and concrete. Stantec worked with federal (e.g. EPA Region 5 TSCA) and state (e.g. WDNR) regulators to design and implement appropriate abatement plans to remove the affected building materials. Stantec oversaw the demolition of the structure, which generated 313 tons of PCB-impacted material managed

as a TSCA waste, 37,000 tons of comingled demolition debris, 24 tons of hazardous waste, and 3,400 tons of recyclable steel.

The project also included Phase I and Phase II ESAs and supplemental site investigations funded using EPA Assessment and Revolving Loan Fund grant funds.



# STERLING FORMER MANUFACTURED GAS PLANT SITE

STERLING, ILLINOIS



The Rock River corridor in Sterling, Illinois, is filled with aging, obsolete industrial sites. The City of Sterling developed a Downtown Riverfront Redevelopment Plan that addresses the issues and opportunities in revitalizing several parcels along the corridor. One of these sites was a former manufactured gas plant and industrial steel manufacturing company.

Under the Illinois Site Remediation Program, we characterized the area's environmental conditions. When we found compromised soils, we developed site-specific, risk-based remediation objectives and calculated site-wide averages for significant compounds.

We had to excavate. So we partnered with the city to get double-use out of the excavation. We turned the site into a water feature for the greater brownfield redevelopment area, giving additional benefits to the community.



**John Griggs, PhD**  
**Project Manager**

In an effort to revitalize riverfront properties, Stantec supported the City of Sterling by providing an environmental remediation action plan for a former manufactured gas plant site along the Rock River.

Remediation required NPDES construction and USACE permits to work in the Rock River floodplain. We consulted with the Illinois Department of Natural Resources regarding endangered species and the Illinois Historic Preservation Agency regarding historic resources. Additionally, we needed to excavate beneath an electrical transmission tower—so we're also designing a replacement tower.

When this project is done, the City of Sterling and its residents will enjoy a rejuvenated waterfront, a new community feature, and the peace of mind that comes from great developments.



# PRAIRIE HILLS US EPA BROWNFIELDS ASSESSMENT GRANT AND IMPLEMENTATION

FULTON, HANCOCK, HENDERSON, KNOX, MCDONOUGH, AND WARREN COUNTIES, ILLINOIS



Stantec is in the final (third) year of implementing a \$600,000 EPA Brownfields Assessment Grant awarded in 2018 to Prairie Hills Resource Conservation & Development, Inc. (PHRCD), a regional government entity dedicated to advancing economic development and environmental restoration in a six-county area of Western Illinois. The project has a dual focus, with 50% of grant funds focused on advancing redevelopment of brownfields

within target areas in the four largest cities (Canton, Galesburg, Macomb, and Monmouth), and 50% focused on projects in the 68 smaller communities which lack the administrative, financial, and technical resources and expertise to effectively spur redevelopment of brownfields on their own. To date, assessment or reuse planning activities have been performed on 30 sites in seven cities, with reuse planning underway for 9 additional sites. Successes to date include

helping to advance redevelopment of a 7-parcel former boat factory in Monmouth, purchase of three brownfields by the City of Canton for use by their public works department, sale of three parcel former gas station/car dealership site in Canton for redevelopment as a restaurant, reuse planning for expansion of the Legacy Theatre in Carthage, and assessment and reuse planning activities for three clusters of sites in Dallas City and La Harpe containing eight



Former Maple City Dairy brownfield site in Monmouth, Warren Co., IL



**David Holmes**  
Project Manager

Advancing redevelopment of brownfields in small towns with shrinking populations in rural areas of the Midwest presents significant challenges. I'm proud that this project to date has helped in advancing the reuse of 30 sites with these types of challenges. Being able to help an area where I first grew up adds personal significance to this project.

blighted and partially collapsed buildings. Stantec prepared the successful application for the initial \$600,000 grant in 2018, as well as prepared an application for a second \$600,000 assessment grant submitted in October 2020, that if awarded, will provide funding needed to perform assessment and reuse planning activities on up to 30 additional priority sites.

# ILLINOIS DRYCLEANER ENVIRONMENTAL RESPONSE TRUST FUND

CHICAGO AND SPRINGFIELD, ILLINOIS



The Illinois Drycleaner Environmental Response Trust FUND program had nearly two dozen drycleaning operators across the State to assess and remediate residual solvent impacts to soil, groundwater, and sub-slab vapor. Activities included development and completion of Phase I ESAs, Phase II ESAs, Site Investigation and Remedial Action Objectives Reports (including Tiered Approach to Corrective Action Objectives (TACO) Tier II Soil Remediation Objectives (SRO) modeling and groundwater modeling), Remedial Action Plans,

and Remedial Action Completion Reports. Work has included developing groundwater fate and transport models and evaluating indoor inhalation risks in onsite and offsite buildings. Remediation work has included several traditional and novel approaches to achieve remediation objectives.





**Harris Byers, PhD**  
**Project Manager**

The Illinois Drycleaner Environmental Response Trust Fund provided critical funding resources to small businesses who needed assistance funding the investigation and cleanup of their sites. The unique nature of the contaminants and IL hydrogeology allowed us to use novel remediation approaches within the SRP framework to address residual groundwater and soil impacts.



# CITY OF KANKAKEE EPA BROWNFIELD ASSESSMENT GRANT PROCUREMENT AND IMPLEMENTATION

KANKAKEE, ILLINOIS



*Environmental site assessment, former General Mills Facility*



Since 2012, Stantec has been working with the City of Kankakee to secure and implement EPA brownfield grant funding to support revitalization of brownfield sites located throughout the City. The City of Kankakee (population 26,676) has been struggling in recent decades with a variety of economic challenges including the

loss of nearly 4,350 manufacturing jobs in the 1980s, followed by significant increases in poverty, high rates of unemployment, and a loss of over 4,000 residents since 1990. The loss of manufacturing jobs was accompanied by the creation of a significant number of brownfields.

In 2014, Stantec's efforts resulted in the award to the City of a \$400,000 EPA Brownfield Assessment Grant for use in inventorying, assessment, and performing remedial or reuse planning for high priority brownfield sites prioritized for assessment. One of the first tasks completed by Stantec was the development of a GIS inventory of known or potential





**Hiedi Waller**  
**Assistant Project Manager**

I'm proud that the sites we assessed were redeveloped to meet the City's needs. For example, two of the sites now provide public access to the Kankakee River, one site now has 70-units of senior taxpayer subsidized housing, and one site building was renovated to provide outpatient substance abuse treatment and related social/counseling services.



brownfield sites compiled from City records, nominations from community based organizations that were partners in the project, as well as EPA and IEPA environmental databases. Assessment work was focused on two primary revitalization focus areas – the Downtown/ Riverfront District and the Eastside/Court Street (I-57

interchange area). Twenty-two Phase I ESAs and fifteen Phase II ESAs/remedial planning were conducted. A number of outreach activities were performed to solicit input from the public, City staff in various departments, and other project partners. Stantec assisted the City with a FY2021 EPA Brownfield Grant application

to continue the program. The grant award is pending.



## PROJECT TEAM

At Stantec, we see brownfields differently - transforming them from liabilities into assets that bring economic viability and enhance the quality of life in communities where we live, work, and play. This perspective, in conjunction with our deep bench of multi-disciplinary staff, is what drives our success. The Stantec team provides nationally recognized EPA Brownfield Grant expertise combined with local understanding and experience to ensure you will receive maximum benefit from this project.

## RESUMES

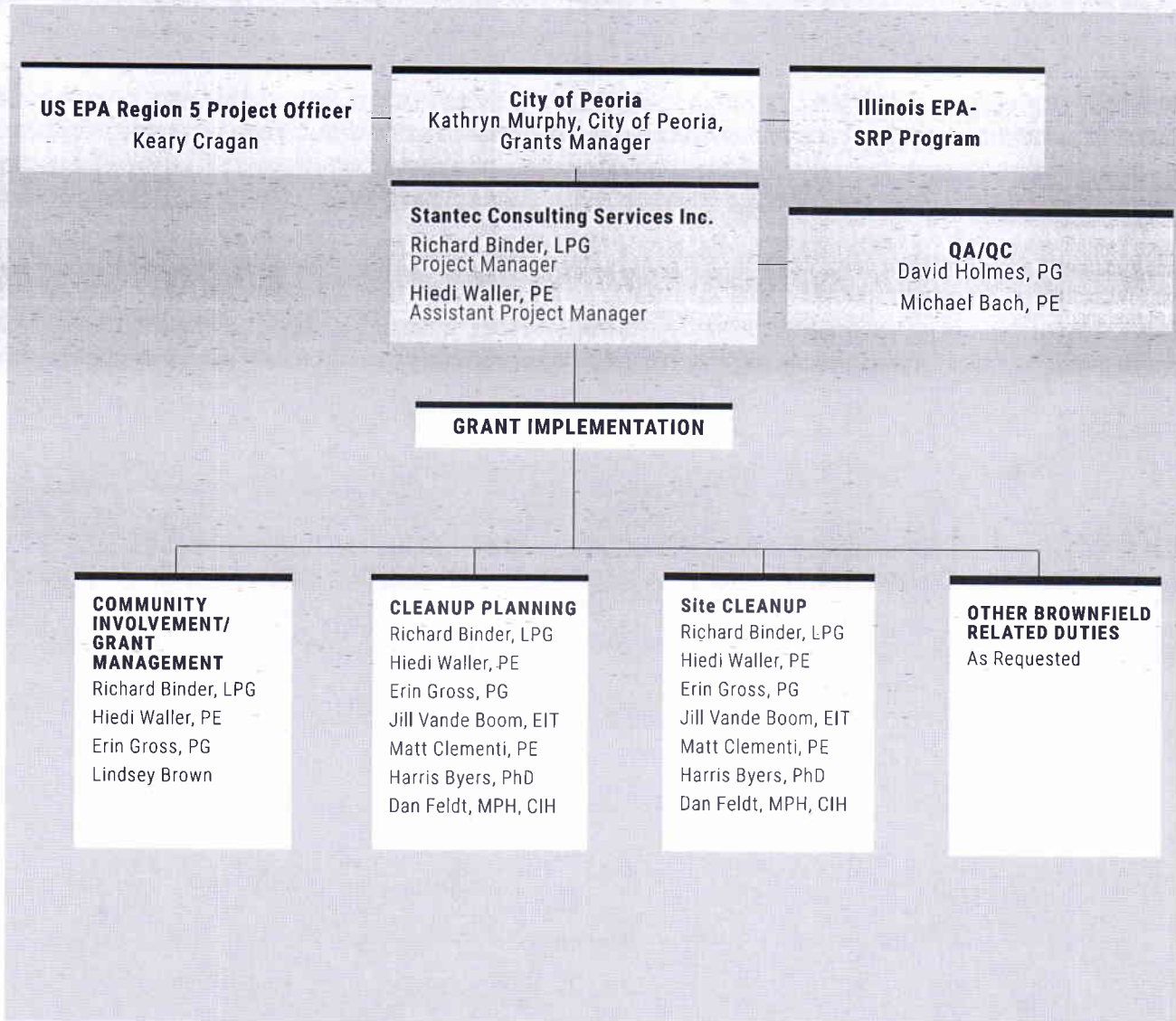
We have included a short resume for each Stantec team member starting on page 32.

| KEY STAFF MEMBER     | ROLE                                   | LEVEL OF INVOLVEMENT |
|----------------------|--|----------------------|
| Richard Binder, LPG  | Project Manager                        | 30%                  |
| Hiedi Waller, PE     | Assistant Project Manager              | 10%                  |
| David Holmes, PG     | Quality Assurance/Quality Control      | 5%                   |
| Michael Bach, PE     | Quality Assurance/Quality Control      | 5%                   |
| Erin Gross, PG       | Field Site Lead                        | 15%                  |
| Lindsey Brown        | Community Involvement/Grant Management | 15%                  |
| Jill Vande Boom, EIT | Environmental Planning                 | 15%                  |
| Matt Clementi, PE    | Civil Engineer                         | 15%                  |
| Harris Byers, PhD    | Cleanup Planning                       | 10%                  |
| Dan Feldt, MPH, CIH  | Health and Safety                      | 15%                  |



## ORGANIZATIONAL CHART

Because we care about keeping your project on schedule, we have a deep bench of staff to call upon for any assignment. With each critical task area having two or more people assigned to it, no matter how aggressive the schedule, we can provide qualified personnel to take on assignments. Each team member has deep experience working with brownfield cleanups as noted in their resumes. With such a strong workforce, we are prepared to lead several tasks at once if needed.







# RICK BINDER

LPG

*Project Manager*

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## **Education**

MS, University of Wisconsin,  
Geological Sciences, Milwaukee,  
Wisconsin, 1989

BS, University of Wisconsin,  
Geological Sciences, Milwaukee,  
Wisconsin, 1985

## **Registrations**

Professional Geologist, IN #2296,  
IL #196.001288, WI #734

American Institute of  
Professional Geologists, Certified  
Professional Geologist #9251

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Mr. Binder is a professional geologist with 32 years' experience involving investigation, remediation and redevelopment of Brownfield, industrial, commercial, telecommunication, public utility, solid waste and aviation sites. Mr. Binder's work experience includes Brownfield redevelopment, remedial investigations/feasibility studies, industrial facility deactivation/deconstruction, environmental due diligence assessments, manufactured gas plant site investigations, aboveground/underground storage tank management, and landfill services. He has also designed and implemented soil, sediment and groundwater remedial actions related to chlorinated solvent, petroleum, cyanide, heavy metal and bio solids contamination utilizing sustainable/green remediation and conventional techniques. State expertise includes Wisconsin, Illinois, Indiana, Michigan and Iowa regulatory, grant and petroleum/drycleaner reimbursement programs. Federal expertise includes CERCLA, RCRA, TSCA and U.S. EPA Brownfield regulatory and grants programs.

## **US EPA Assessment Grant Application/ Implementation, Peoria, Illinois**

Rick served as project manager for the recently completed \$400,000 Assessment Grant awarded to the City of Peoria, Illinois for Fiscal Year 2015 and is project manager of a \$300,000 Assessment Grant awarded in 2019. The projects include performing an inventory of brownfield sites, performance of Phase I and Phase II Environmental Site Assessments, supplemental site investigations and remedial action plan development. Community outreach is also performed.

## **US EPA Assessment Grant Application/ Implementation, Kankakee, Illinois**

Rick is serving as project manager for a \$400,000 Assessment Grant awarded to the City of Kankakee for Fiscal Year 2014. The project includes performing an inventory of brownfield sites, performance of Phase I and Phase II Environmental Site Assessments, supplemental site investigations and remedial action plan development. Community outreach is also performed.

## **US EPA Brownfields Revolving Loan Fund and Cleanup Grant Implementation, Wausau, Wisconsin**

Richard was responsible for implementation of a US EPA Brownfields Revolving Loan Fund (RLF)/Wisconsin Department of Natural Resources Ready for Reuse subgrant, and two US EPA Brownfields Cleanup Grants awarded in 2012 and 2013 to the City of Wausau, Wisconsin related to stream restoration, remediation,

infrastructure improvements, and multi-use trail/greenspace design and construction at three contiguous properties totaling 17 acres and located in the Riverfront Redevelopment Area. The Area includes a one-mile section adjacent to the Wisconsin River and downtown undergoing \$80 million in redevelopment and revitalization. The ongoing project recently won the Brownfield Renewal 2013 National Economic Impact Award. Assisting in all components including development and implementation of the Community Relations Plans (CRP), Analysis of Brownfield Cleanup Alternatives (ABCAs), Quality Assurance Project Plans (QAPPs), Remedial Action Plans (RAPs), Design and Bid Specifications, as well as contractor procurement, construction oversight, and Davis-Bacon and US EPA programmatic reporting. Richard is also assisting in implementation of a US EPA Area-wide planning grant for the entire East Riverfront District Area.

## **US EPA Cleanup Grant Implementation, Great River Landing Redevelopment, Hastings, Minnesota**

Richard was assistant project manager and technical resource related to a \$25 million redevelopment of a former manufacturing facility adjacent to the Mississippi River in Hastings, Minnesota.



# HIEDI WALLER

PE

Assistant Project Manager

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## Education

MS, University of New Mexico, Civil/  
Environmental Engineering  
Albuquerque, New Mexico, 1992

BS, University of Wisconsin, Mining  
Engineering, Platteville, Wisconsin,  
19875

## Registrations

Professional Engineer, WI,  
#33741-6, MI, #6201051822

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Ms. Waller's experience in engineering and project management spans more than 25 years. As a senior registered engineer, Hiedi provides support on contaminant investigation and remediation projects for both soil and groundwater contamination. Her expertise in this area includes remedial system design, permitting, reporting and funding/reimbursement program assistance. Hiedi has put her property assessment and contaminant management skills to use on numerous brownfield redevelopment and brownfield program coordination projects.

## Riverfront Redevelopment, Former Brownfield Site, Wausau, Wisconsin

Redevelopment of the site adjacent to the Wisconsin River included commercial, residential and recreational mixed uses. The project included stream restoration, remediation, and infrastructure improvements, design and construction. Hiedi assisted with specifications and construction oversight. Ms. Waller designed and prepared the soil management specifications for stabilizing sections of the Wisconsin River stream bank and the construction of a bi-modal trail parallel to the Wisconsin River. The sites are adjacent to the Wisconsin River and contaminated by trichloroethylene, polynuclear aromatic hydrocarbons and RCRA metals.

## Former H.D. Hudson Manufacturing Property, Hudson, Minnesota

Hiedi designed and prepared specifications for the excavation of contaminated soils, adjacent to the Mississippi River, removal of contaminated wood flooring and carpet and removal of contaminated soil within the building's crawlspace. She also assisted with the preparation of cultural resource reports for submittal to the Minnesota State Historic Preservation Office.

## White Stone Village Development, Fiduciary Real Estate Development and Cobalt Partners LLC, Menomonee Falls, Wisconsin

Hiedi designed and prepared the specifications for soil excavation, chemical on-site treatment and capping. She also developed demolition specifications as part of the project.

## First Street Expansion, Wausau, Wisconsin

Ms. Waller designed and prepared the soil management specifications for extending First Street through areas contaminated by trichloroethylene, polynuclear aromatic hydrocarbons and RCRA metals. The site is adjacent to the Wisconsin River.

## EPA Brownfield Grant Implementation, Minot, North Dakota

Ms. Waller prepared the original US EPA Brownfield hazardous substances and petroleum grant applications as well as the US EPA Brownfield Area-Wide Planning grant application. Once awarded, Ms. Waller has served as the Project Manager for the resulting projects and has prepared Quality Assurance Project Plans, eligibility determination requests and site-specific sampling and analysis plans as well as coordinating local outreach activities.

## US EPA Brownfield Grant Implementation, Marinette County, WI; Red Wing, MN; Coon Rapids, MN; Dakota County, MN; Neenah, WI; Sheboygan County, WI, Sioux Falls, SD, Kankakee, IL; Mankato, MN; Fargo, ND; Washington County CDA, MN

Hiedi prepared Quality Assurance Project Plans, eligibility determination requests, site-specific sampling and analysis plans, and quarterly reports for 18 brownfields assessment grants.





# DAVID HOLMES

PG

Quality Control/Quality Assurance

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## Education

MS, University of Wisconsin, Geology  
Milwaukee, Wisconsin, 1988

BS, University of Wisconsin, Geology  
Milwaukee, Wisconsin, 1984

## Registrations

Professional Geologist,  
WI #887-13

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Mr. Holmes has 34 years of professional experience performing and managing environmental assessment, investigation, and cleanup projects with an emphasis on helping public and private sector clients to secure funding to implement these projects at brownfields and other redevelopment sites. David has worked on hundreds of brownfield sites on behalf of local governments throughout the US. He has exceptional experience securing state and federal grants to support brownfields redevelopment and habitat restoration projects (with more than 140 grants and \$35 million in funding awarded to-date).

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

Since 2005, David has authored or coauthored 90 successful applications to the EPA for Brownfield Assessment, Cleanup, Area-Wide Planning and Revolving Loan Fund (RLF) Grants totaling \$19.1 million in funding. David has worked with local units of government (including cities, counties, and regional agencies) as well as non-profit organizations in 17 states (CA, AK, CO, FL, IL, IN, KS, MN, ND, NY, OR, SC, SD, UT, VT, WA, and WI) in pursuing these grants.

## EPA Brownfield Grant Implementation

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

## Environmental Investigation, Remediation, and Closure – Gates Corporation, Galesburg, Illinois\*

David completed site investigations, remedial action plan preparation, and remedial action for four "focus areas" under the Illinois Site Remediation Program. Remedial activities at the 106-acre

manufacturing facility included removal of more than 6,000 tons of lead-impacted soil, including 1,000 tons that was characteristically hazardous for lead. The cleanup included restoration of two separate drainage swales/wetland areas. In addition, David managed the cleanup of more than 12 tons of lead-impacted sediment from 2,000 feet of storm sewers, as well as an additional cleanup for a 30,000-gallon fuel storage tank that ruptured in extreme cold.

## City of Milwaukee Multi-Year Environmental Assessment Contracts, Milwaukee, Wisconsin\*

David was the project manager for three multi-year environmental services contracts with the City of Milwaukee. As part of these contracts, David managed more than 50 environmental assessment or environmental cleanup projects involving more than 500 vacant, abandoned, or underutilized brownfield parcels throughout the City. The sites assessed ranged from vacant former residential lots to landfills, abandoned historic manufacturing facilities, rail yards, gas stations, to a 5-1/2 block area of the City being targeted for commercial redevelopment. A majority of the projects were performed in conjunction with redevelopment of City-owned parcels by private developers, or sites targeted for acquisition by the City. A significant number of projects were performed in conjunction with EPA or other state and federal grants. Milwaukee is noteworthy in having received more EPA brownfields grants than any other local government in the US.

\* denotes projects completed with other firms



# MICHAEL BACH

PE

*Quality Control/Quality Assurance*

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## **Education**

BS, University of Wisconsin -  
Platteville, Environmental Engineering  
Platteville, Wisconsin, WI, 2007

## **Registrations**

Professional Engineer, CO  
#PE.0052278, IL #062-070985, ND  
#PE-10790, WI #43356-6, OH  
#PE.85625

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Mike's role as a project manager is to represent Stantec in a professional manner and to deliver quality projects to our clients. A mentor for staff in civil and environmental engineering, Mike relies on his attention to detail, follow through, emotional intelligence, and communication to set him apart—whether he's guiding our teams or interfacing with clients. Mike brings more than twelve years of experience in environmental and civil engineering, site assessments, site developments, entitlements, due diligence, and overall project management. He is a licensed professional engineer utilizing technical skills and strong communication to provide clients with exceptional project delivery.

## **City of Green Bay, Wisconsin**

Project Manager/Lead Civil Engineer  
providing site planning and design  
for a large scale mixed-use  
brownfield development project on  
the Green Bay Harbor.

## **City of Manitowoc, Wisconsin**

Project Manager/Lead Civil Engineer  
providing site planning and design  
for a large scale mixed-use  
brownfield redevelopment project on  
the Manitowoc River in downtown  
Manitowoc.

## **City of Wausau Trail**

Project Manager/Lead Civil Engineer  
providing site planning and design of  
trail improvements on a brownfield  
property adjacent to the Wisconsin  
River.

## **Ashland Marina Site Planning, Ashland, Wisconsin**

Project Manager/Lead Civil Engineer  
providing site planning, and  
preliminary engineering  
considerations for the Ashland  
Marina and Park Master Plan. Site  
planning included considerations for  
contamination, grading, stormwater  
management, recreational areas,  
integrating permanent monitoring  
wells, lake shore stabilization, a boat  
launch and truck/trailer parking.





**ERIN GROSS, PG,**  
*Field Team Lead*

Erin Gross is a University of Wisconsin - Madison Alumnus with Bachelor of Science degrees in Geological Engineering, and Geology & Geophysics. With more than six years of experience as a geologist, she has assisted in a variety of environmental investigations including more than 50 Phase I and II environmental site assessments for municipal, retail, and private clients. Erin has written numerous EPA Site Eligibility Determinations for funding approval, Phase I Environmental Site Assessments (ESAs), prepared Sampling and Analysis Plans, performed Phase II ESAs, and analyzed Remedial Action Plans. Erin has additional experience including managing brownfield redevelopment efforts, investigating soil and groundwater impacts from historical land uses, planning for and evaluating remedial options, evaluating development opportunities, and providing community outreach. She also performed landfill annual reporting, landfill plan modification, and landfill construction calculations for WDNR reporting.

*US EPA CWA Coalition Grant Application and Implementation for Washington County | WI*

*EPA Brownfields RLF Cleanup Grant Implementation for Manitowoc, Wisconsin | City of Manitowoc | WI*

*US EPA Grant Application and Implementation for City of Kankakee | IL*

*Barry Regent Cleaners | Illinois Dry Cleaner Fund | Chicago, IL*

*Modernway Cleaners | Illinois Dry Cleaner Fund | Midlothian, IL*

*North Bookend Project | Hartford, WI*

*Burling Cleaners | Illinois Dry Cleaner Fund | Bradley, IL*

*Marquette School ESA and Demolition QA/QC and Specifications\* | City of Kewaunee | Kewaunee, WI*

*\* denotes projects completed with other firms*



**LINDSEY BROWN,**  
*Community Involvement/Grant Management*

Ms. Brown is a Project Coordinator with Stantec and has over nine years of experience. During her time with Stantec she has provided project coordination support and administrative support to project managers throughout numerous Environmental Services sectors. Including but not limited to brownfield grant writing, site remediation, emergency response, and power. She has been responsible for document control, cost control and management, reporting, scheduling, contract administration and overall coordination of different project teams. Lindsey is a part of Stantec's Midwest Brownfield Grant Team assisting communities with brownfields. She also has experience with client communication and business development, assisting with marketing pursuits, and promoting Stantec at conferences and events. Lindsey has the ability to multitask and she produces high quality, consistent reports, proposals and other deliverables aligned with our corporate identity standards while meeting the needs of the client.

*US EPA CWA Coalition Brownfield Grant Application and Implementation, Washington County, WI*

*US EPA Community-wide Brownfield Assessment Grant Implementation, Topeka, KS*

*Stevens Point, US EPA Brownfield Assessment Grant Implementation, Stevens Point, WI*

*Flint Hills Regional Council US EPA Brownfield Assessment Grant Implementation, Manhattan, KS*

*City of Mankato US EPA Brownfield Assessment Grant Implementation, Mankato, MN*

*City of Sioux Falls US EPA Brownfield Assessment Grant Implementation, Sioux Falls, SD*



Ms. Vande Boom has experience in water resource and civil engineering and construction management. Her experience ranges from laying out storm sewer systems for sites and site plans to modeling I&I for wastewater treatment conveyance systems, as well as storm water runoff hydrologic and hydraulic models for wetland mitigation banks. She has worked directly with public and private clients on stormwater drainage concerns and site layout.

**JILL VANDE BOOM, EIT**  
*Water Resource Engineering*

- Openlands - Bartlett Ravine, Fort Sheridan, IL*
- Town of Grafton Assistant Engineer, Grafton, WI*
- The Shipyard, Green Bay, WI*
- Milwaukee Metropolitan Sewerage District 2030 \*, Milwaukee, WI*
- Dunn's Marsh Watershed Study, Madison, WI*
- Greenway Trail Boardwalk, Brookfield, WI*

*\* denotes projects completed with other firms*



Mr. Clementi serves as senior project manager and senior project engineer in Stantec's Mequon, Wisconsin office. A registered professional engineer in Wisconsin and Illinois, Matt brings more than 30 years of experience on a wide variety of municipal and private development projects. His municipal expertise includes roadways, bridges, pavement management, transportation, stormwater, utility and site engineering.

**MATT CLEMENTI, PE**  
*Environmental Engineering*

- FedEx Ground CHAM CY17 Hub Building and Gateway Expansion, Champaign, IL*
- The Junction at White Stone Station, Menomonee Falls, WI*
- New Berlin Historical Center Parking Lot Reconstruction, New Berlin, WI*
- US Bank Remodeling, Wauwatosa, WI*
- Eaton Corporation - Milwaukee Operations and Technical Center, Menomonee Falls, WI*
- Healy-Haney Property Germantown, WI*
- Bear Tree Development, Dane County, WI*
- Towns of Wayne, Jackson, and Grafton, WI*





**HARRIS BYERS, PHD**  
*Site Investigations and Remedial Planning*

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*Drycleaner Investigation and Remediation  
 Projects, Various Drycleaners, IL*

*EPA Brownfields Community-Wide Assessment  
 Grant Implementation, Manitowoc, WI*

*EPA Brownfields Cleanup Grant  
 Implementation, Wausau, WI*

*EPA Brownfields RLF Cleanup Grant  
 Implementation, Racine, WI*

*EPA Brownfields Community-Wide Assessment  
 Grant Implementation \*, Wauwatosa, WI*

Dr. Byers has more than 17 years of professional consulting experience designing and managing investigation, remediation, and redevelopment projects at a wide variety of Brownfield properties. Harris has extensive experience in envisioning, preparing, and administering EPA, State, Federal, and local Brownfield assessment, cleanup, planning, and research grants. He has prepared applications for and/or managed over \$8,000,000 in Brownfield grant funded projects for a wide range of clients, including local units of government, research institutions, private developers, and local community-based non-profit organizations. As a direct result of strategic implementation of these grants, grantees have successfully leveraged over \$100,000,000 in additional private-redevelopment funds, local Brownfield redevelopment funds, state Brownfield redevelopment funds, and additional EPA Brownfield grant funds. Harris has extensive experience in conducting environmental site assessments and completing environmental remediation projects at both large and small former/historic industrial properties located throughout the Midwest, including in Milwaukee. He excels at collaborating with local, state, and federal agencies, including State Departments of Natural Resources and Environmental Quality, Tribal Environmental and Natural Resource departments, Municipal Planning and Economic Development departments, EPA, and university research faculty. He has published several peer reviewed manuscripts and presented more than a dozen technical articles, posters, and presentations at a variety of local, state, and national meetings.

*\* denotes projects completed with other firms*



**DAN FELDT, MPH, CIH**  
*Health and Safety*

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*Asbestos Management, Village  
 of Menomonee Falls, WI*

*Milwaukee County House of  
 Corrections, Franklin, WI*

*American Brass, Kenosha, WI*

*Wisconsin Energies's Port Washington Power Plant  
 Environmental Site Remediation, Fort McCoy, WI*

*Indoor Air Quality, State of Wisconsin,  
 Department of Administration*

*Health, Safety & Industrial Hygiene,  
 Greenlee Textron, Rockford, IL*

*Miller Compressing Co., Milwaukee, WI*

Mr. Feldt has 39 years of professional experience in industrial hygiene and project management. As a Senior Project Manager in the Industrial Division, Dan is responsible for overseeing OSHA compliance programs and managing a wide range of industrial hygiene, safety, and indoor air quality projects.

Dan is recognized by his peers as an expert in his field. He has served three terms (1987, 1992, 2007) as president of the Wisconsin Section of the American Industrial Hygiene Association. In 1996, he received the Byron Berg Award for outstanding contribution and service to the field of industrial hygiene from the Wisconsin Section of the AIHA. He has also served as a guest lecturer at the Milwaukee School of Engineering and the University of Illinois, Chicago, and has presented a number of short courses, seminars, and training sessions on industrial hygiene and related topics.

## CITY OF PEORIA WORK EXAMPLES

We treat our clients as partners with a common goal. By listening closely to their needs, we build a rapport with clients based on trust and confidence. To understand what drives their success, we collaborate at the outset, identifying issues, defining agendas, and keeping the lines of communication open and direct. Our commitment to each project shows clients that we're invested in their success long after the ribbon is cut. At Stantec, the relationships we form span multiple projects and last lifetimes.

We are intimately familiar with the specific regulatory and programmatic requirements and how to effectively complete all deliverables for EPA brownfield cleanup grant projects. Stantec has a deep understanding of federal and state agency requirements, including preparing Quality Assurance Project Plans (QAPP), Sampling and Analysis Plan (SAP), Health and Safety Plans (HASP), and a strong working relationship with EPA and the Illinois Environmental Protection Agency (IEPA). We are also familiar with City procedures and expectations. Our goal will be to use our existing knowledge of EPA and Illinois brownfield and regulatory programs and our history of assisting the City to support the City in a successful grant cleanup program.



### City of Peoria, Illinois, EPA Brownfield Assessment Grant and Illinois Municipal Brownfields Redevelopment Grant Procurement and Implementation

*Project Manager: Rick Binder, LPG  
Peoria, Illinois*

In 2013, The City of Peoria chose Stantec to assist with responding to a Notice of Violation (NOV) from the IEPA regarding a tax delinquent Brownfield site. The initial scope of work included preparing a response to the NOV, providing coordination for a Phase II ESA being conducted by the IEPA at the site, and preparing a focused site investigation and remedial objectives report as well as a remedial action plan under the

requirements. Stantec identified the potential of securing funding for the property through the Illinois Municipal Brownfield Redevelopment Grant Program (MBRGP).

Stantec was selected to assist with a grant application from the MBRGP, and to implement the resulting project if the grant was awarded as well as pursue and implement other types of brownfield funding. The IMBR grant was focused on three brownfield sites located within the City's Warehouse Historic District and Southern Gateway. In 2015, Stantec assisted the City in securing a \$400,000 EPA CWA grant. The grants are being utilized to address properties within the Warehouse Historic District, and the Southern Gateway. Activities included community involvement, Phase I & II ESAs, preparation of a QAPP, SAPs, site investigations, and completing cleanup and other reuse planning to facilitate the safe and viable reuse of the properties with high redevelopment potential or contamination.



### City of Peoria, Illinois, Brownfield Environmental Consultant

*Project Manager: Rick Binder, LPG  
Peoria, Illinois*

The City selected Stantec as the brownfield environmental consultant for two CWA grants— a \$100,000 petroleum grant and a \$200,000 hazardous substance grant from the EPA to be used over a three-year period (October 1 2019 through September 30, 2022). While the grant can be used City-wide, the target area for the grant is the Near Northside Neighborhood.

The scope of work includes brownfield inventory and site prioritization; site eligibility requests, obtaining access agreements, and conducting Phase I ESAs, Phase II ESAs, site investigations, and remedial and site reuse assessment planning activities. In addition Stantec is providing community outreach and involvement.

# 00 // table of contents

|                                   |    |
|-----------------------------------|----|
| 00 // TABLE OF CONTENTS           |    |
| 01 // COVER LETTER                | 3  |
| 02// COMPANY BACKGROUND           | 5  |
| 03 // SUBCONSULTANTS              | 9  |
| 04 // CURRENT AND PAST EXPERIENCE | 11 |
| PROJECTS                          | 16 |
| PERSONNEL                         | 30 |
| 05 // REFERENCES                  | 41 |
| 06 // DETAILED WORK PLAN          | 43 |
| 07 // INFORMATION FROM CITY       | 49 |
| 08 // CONFLICT OF INTEREST        | 51 |
| 09 // COST OF SERVICES            | 53 |
| 00 // ADDITIONAL MATERIALS        | 55 |

**We invite you to take a  
look at what's inside...**





*Reflection of the Plexus World Headquarters on a former mill site in Neenah, WI; winner of the 2013 National Brownfield Economic Impact Award.*



COVER LETTER



#### Attention

City of Peoria  
Division of Purchasing  
419 Fulton Street  
Room 108  
Peoria, IL, 61602

#### Reference

Response to Request  
for Proposal #27-20  
Brownfield Environmental  
Consultant

#### Delivered by

Stantec Consulting  
Services Inc.  
701 E 22nd Street  
Suite 115  
Lombard, Illinois 60148

EEO Certification  
#03238-201231

Dear Mr. Switzer and Review Committee,

**A**t Stantec, we see brownfield sites as opportunities to transform these liabilities into assets that bring economic viability. This perspective, in conjunction with our deep bench of multi-disciplinary staff, is what drives our success. Stantec's ability to support the entire life cycle of a brownfield project, from grant preparation to assessment, cleanup and redevelopment will serve as a tremendous benefit to the City of Peoria (City). We realize you are in search of a skilled, collaborative partner to assist with the implementation of a United States Environmental Protection Agency (EPA) Brownfield cleanup grant for the Tabor Brownfield site. This partner may also be utilized for future grant awards for this property or for future brownfield grants. How can the Stantec team help?

- **When it comes to securing and implementing grants, we are the experts.** Over the past decade, Stantec has assisted 100 communities across the US secure and/or implement over \$54 million in EPA Brownfield Grants. We are intimately familiar with the specific regulatory and programmatic requirements and how to effectively complete deliverables for EPA brownfield grant projects. Stantec has a deep understanding of federal and state agency requirements and a strong working relationship with EPA and the Illinois Environmental Protection Agency (Illinois EPA).

Our goal will be to use our existing knowledge of EPA and Illinois brownfield and regulatory programs and our history of assisting the City securing and implementing your \$400,000 Fiscal Year (FY) 2015 and \$300,000 FY2019 EPA Brownfields Community-wide Assessment Grants as well as a \$50,000 2014 Illinois Municipal Brownfield Redevelopment Grant to maximize beneficial use of your existing funding, while exploring other sources. Of note, Stantec is already assisting the City with it's application for this successful \$500,000 FY 2020 EPA Brownfield Cleanup Grant and a pending \$950,000 Rebuild Illinois Grant application for the Tabor Brownfield site.

- **Stantec has significant experience performing assessments in the City, which includes the Tabor Brownfield site.** We are familiar with City procedures and expectations and wish to continue building our relationship to assist in transforming blighted properties. Through implementation of the above grants, Stantec has assisted the City in performing Phase I and II Environmental Site Assessments (ESAs) on multiple sites throughout the City. Stantec has thorough site knowledge of the Tabor Brownfield site and has completed a Comprehensive Site Investigation and Remediation Objectives evaluation for the property as well as the current Analysis of Brownfield Cleanup Alternatives (ABCA) for the site.
- **Stantec brings a multi-disciplinary in-house team of experts to set the City up for long-term success.** Unlike other consultants that focus only on assessment or cleanup, Stantec brings environmental scientists, community planners and outreach specialists, engineers, health and safety experts, landscape architects and architects, construction managers, as well as historical/cultural preservation and drycleaner experts. We will leverage this expertise to spur economic development, emphasize sustainability, increase the property tax base, and incorporate resiliency

planning and design that revitalizes the surrounding area. We are also thoroughly experienced in performing cleanup in coordination with property redevelopment through use of multiple EPA Brownfield Cleanup Grants and other funding sources as well as multiple public and private stakeholders. The majority of our services will be provided from our Lombard, Chicago, and Springfield, Illinois, and Mequon, Wisconsin offices.

- **A national leader in the brownfield industry.** Staying on top of industry trends, mingling with clients and partners, and always striving to enhance our innovative funding and implementation strategies is a priority for Stantec. We have been and continue to be a strong supporter of the biannual National Brownfield Conference, including being a proud Silver Sponsor, exhibitor, and presenter. Hope to see you in 2021 at our client reception in Oklahoma City!
- **We implement an exhaustive internal Project Management and Health and Safety program.** Stantec has exhaustive project management and health/safety programs that guide everything we do. This helps to meet the EPA programmatic requirements and protects the public health and safety.

We look forward to continuing our relationship with the City and hope this submittal demonstrates our capabilities and desire to show our site cleanup expertise on this important project and further our brownfield funding and implementation success to you and your community. If you have questions, please don't hesitate to contact us.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**



**Rick Binder, LPG**

Senior Associate  
(262) 643-9010  
rick.binder@stantec.com



**Stu Gross, PG**

Principal  
(262) 643-9159  
stu.gross@stantec.com



COMPANY BACKGROUND

## 02 // company background

### STANTEC

The Stantec community unites more than 22,000 employees working in over 350 locations across 4 continents. We collaborate across disciplines and industries to bring buildings, energy and resource, and infrastructure projects to life. Our work—professional consulting in environmental sciences, planning, engineering, architecture, interior design, landscape architecture, surveying, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

Your core Stantec team, made up of our top brownfield cleanup grant professionals, is based in our Midwest offices. This team of experienced specialists consists of project managers, grant managers, community engagement specialists, health and safety professionals, site planners, geologists, and environmental professionals who work as an integrated team to overcome design challenges with creative problem solving. Not only are we pleased to be working with you today, we are also looking forward to building relationships that span multiple projects and last lifetimes. Our local presence and experience means you get:

- A trusted technical advisor that serves as an extension of your team
- Engaged professional staff who are local and responsive to your needs
- One-on-one meetings to discuss challenges and solutions specific to your project in your location
- Staff members you already know and trust because our solutions are already working for you

Most important, we live here and care about this community as much as you do. When you need us, we are just minutes away.

### FIRM LEADERSHIP

As a Corporation with over 22,000 professionals, our operating structure is made up of multiple companies. Stantec Consulting Services Inc. is the responder to this RFQ/RFP.

Please see the table on the following page for the most current listing of directors and officers of Stantec Consulting Services Inc.

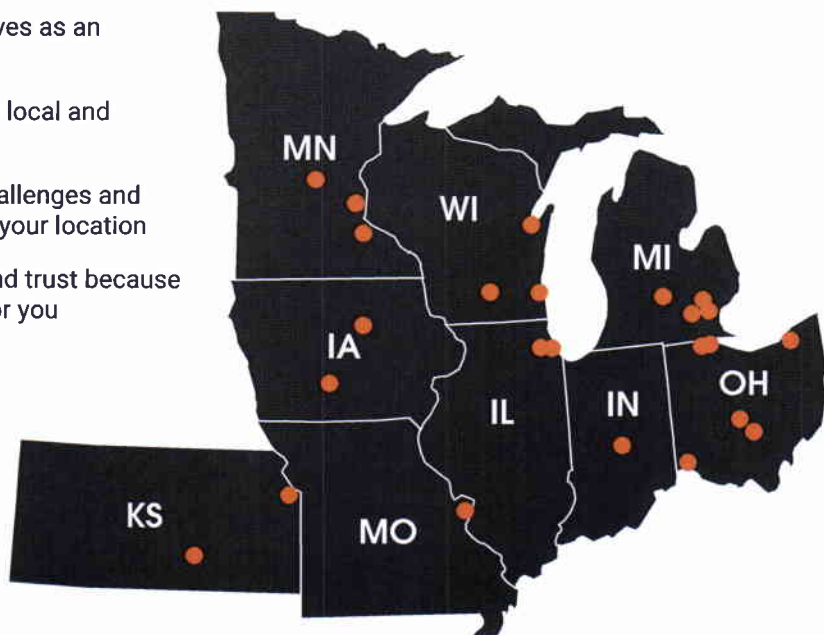
Stantec Consulting Services Inc. is 100% owned by Mustang Acquisition Holdings Inc.

Mustang Acquisition Holdings Inc. is 100% owned by Stantec Technology International Inc.

Stantec Technology International Inc. is 100% owned by Stantec Inc.

For a Stantec Inc. US Operating Corporate Entity Structure see the proposal Additional Required Material.

For information about Stantec's Corporate Governance, see the [Corporate Governance](#) page on [stantec.com](#).





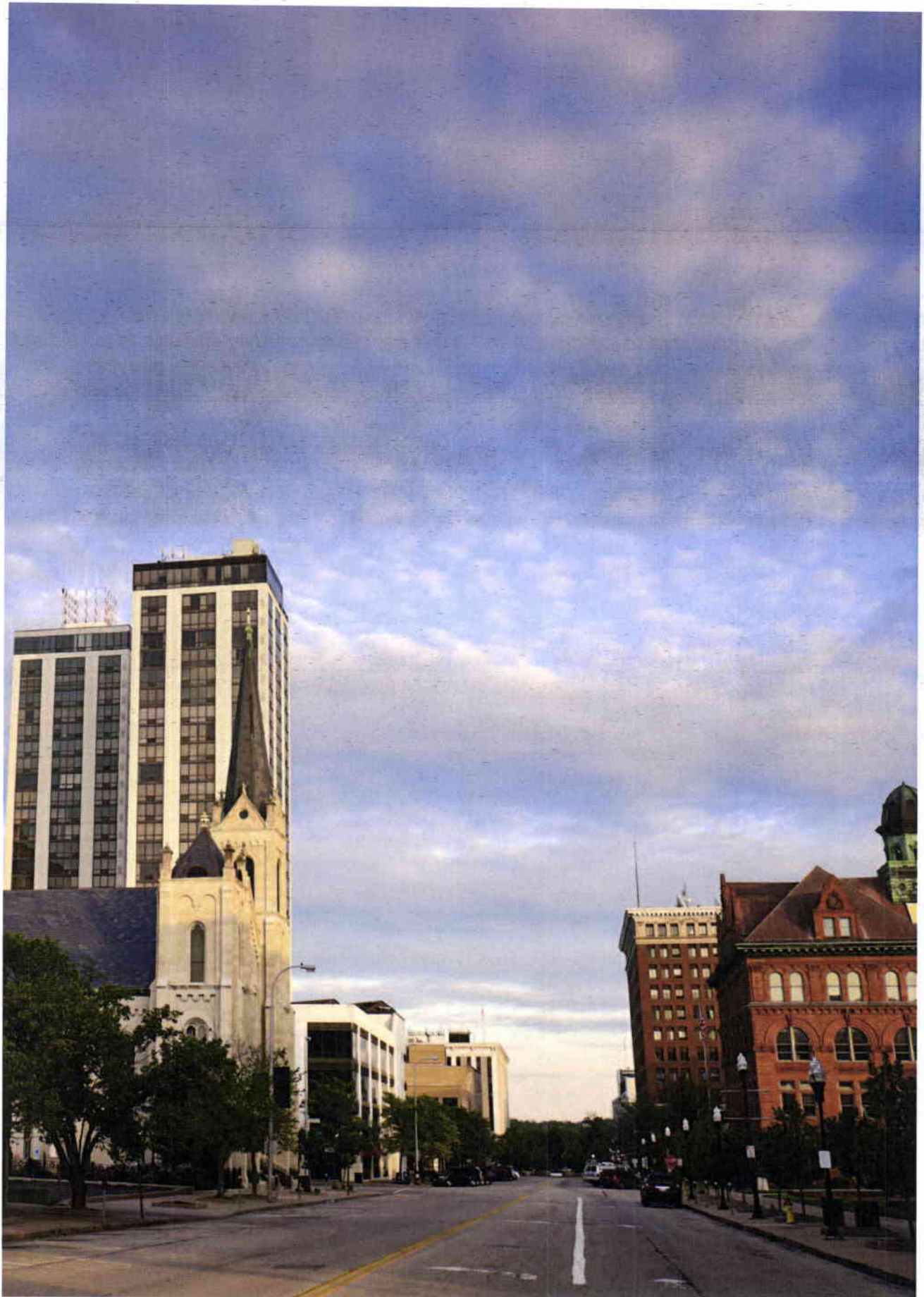
**STANTEC CONSULTING SERVICES INC.  
DIRECTORS & OFFICERS  
as of October 9, 2020**

| NAME                     | OFFICE (POSITION HELD)                       | BUSINESS ADDRESS  | PHONE               |
|--------------------------|--|---|---------------------|
| <b>DIRECTORS</b>         |  |   |                     |
| Stuart E. Lerner         | Executive Vice President & COO               | 475 Fifth Avenue, 12th Floor, New York NY 10017-7239                | (646) 490-3873      |
| Jeffrey P. Stone         | Senior Counsel & Assistant Secretary         | 61 Commercial Street, Suite 100, Rochester NY 14614-1009            | (585) 475-1440      |
| <b>OFFICERS</b>          |  |   |                     |
| Gord Johnston            | President                                    | 200, 325 – 25 Street SE, Calgary AB T2A 7H8                         | (780) 917-7077      |
| Stuart E. Lerner         | Executive Vice President & COO North America | 475 Fifth Avenue, 12th Floor, New York NY 10017-7239                | (646) 490-3873      |
| Catherine Schefer        | Executive Vice President & COO Global        | Bajaj Brandview 5th Floor<br>38 Wakdewadi Shivaji Nagar             | +91 20 6641 9000    |
| Valentino DiManno        | Executive Vice President & CBO               | 200, 325 – 25th Street SE, Calgary AB T2A 7H8                       | (403) 716-8202      |
| Marshall W. Davert, Jr.  | Executive Vice President & CIO               | 370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012      | (720) 887-4444      |
| Steve M. Fleck           | Executive Vice President & CPPO              | 1100, 111 Dunsmuir Street, Vancouver BC V6B 6A3                     | (604) 696-8445      |
| Emree Staroff            | Senior Vice President & CHRO                 | 401 Wellington Street, Suite 100, Toronto ON M5V 1E7                | (416) 542-5944      |
| Leonard Castro           | Executive Vice President                     | 200, 325 – 25th Street SE, Calgary AB T2A 7H8                       | (480) 687-6100      |
| Mario Finis              | Executive Vice President                     | 370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012      | (303) 410-4155      |
| Mike A. Kennedy          | Executive Vice President                     | 6900 Professional Parkway East, Sarasota FL 34240-8414              | (941) 907-6900 x225 |
| Robert Seager            | Senior Vice President                        | 600, 805 – 8 <sup>th</sup> Avenue SW, Calgary AB T2P 1H7            | (403) 750-7654      |
| John Take                | Executive Vice President                     | 5151 E Broadway Boulevard Suite 400, Tucson, AZ 85711-3712          | (520) 545-7450      |
| Susan Walter             | Executive Vice President                     | 475 Fifth Avenue 12th Floor, New York, NY 10017-7239                | (212) 366-5615      |
| Russ Wlad                | Executive Vice President                     | 1100, 4900 – 50 Street, Red Deer AB T4N 1X7                         | (403) 716-8178      |
| Brian Larson             | Senior Vice President & CEO - Engineering    | 111 Grant Ave, Suite 201, Endicott NY 13760                         | (607) 321-6101      |
| Chris McDonald           | Senior Vice President & CIO                  | 400-10220 103 Avenue NW, Edmonton AB T5J 0K4                        | (780) 917-7452      |
| Paul J.D. Alpern         | Senior Vice President                        | 400-10220 103 Avenue NW, Edmonton AB T5J 0K4                        | (780) 917-7022      |
| Richard Andrachek        | Senior Vice President                        | 1340 Treat Boulevard, Walnut Creek 94597-7966                       | (925) 627-4631      |
| Donal J. Bassell         | Senior Vice President                        | 300 North Lake Avenue, Suite 400, Pasadena CA 91101-4169            | (626) 568-6027      |
| David R. Bernier         | Senior Vice President                        | 5 Dartmouth Drive Suite 200, Auburn, NH 03032-3984                  | (603) 206-7541      |
| Clayton A. Bock          | Senior Vice President                        | 350 North Orleans Street, Suite 1301, Chicago IL 60654-1983         | (312) 831-3041      |
| Patrick G. Corser        | Senior Vice President                        | 1560 Broadway, Suite 1800, Denver CO 80202-6000                     | (303) 291-2222      |
| Paul J. DeKeyser         | Senior Vice President                        | 11320 Random Hills Road, Suite 240, Fairfax VA 22030-7478           | (571) 298-8248      |
| Joseph Geller            | Senior Vice President                        | 226 Causeway Street, 6th Floor, Boston, MA 02114-2155               | (617) 654-6054      |
| Anton Germishuizen       | Senior Vice President                        | 1500 Spring Garden, Suite 1100, Philadelphia PA 19130               | (215) 751-2930      |
| James Grasty             | Senior Vice President                        | 555 Capitol Mall, Suite 650, Sacramento CA 95814-4583               | (916) 669-5960      |
| John J. Hanula           | Senior Vice President                        | 300 North Lake Avenue, Suite 400, Pasadena CA 91101-4169            | (626) 568-6015      |
| David Haywood            | Senior Vice President                        | 2600 South Douglas Road, Suite 600, Coral Gables FL 33134-6100      | (786) 313-5519      |
| David Irvine             | Senior Vice President                        | 580 Westlake Park Boulevard, Suite 1000, Houston TX 77079-2662      | (713) 403-1612      |
| Dave Lamontagne          | Senior Vice President                        | 1500 Spring Garden, Suite 1100, Philadelphia PA 19130               | (215) 665-7049      |
| Jon Lessard              | Senior Vice President                        | 20 East Greenway Plaza, Suite 200, Houston TX 77046-2012            | (713) 587-5754      |
| John S. Montgomery       | Senior Vice President                        | 3052 Beaumont Centre Circle, Lexington KY 40513-1703                | (859) 422-3000      |
| Bjorn Morisbak           | Senior Vice President                        | 400-10220 103 Avenue NW, Edmonton AB T5J 0K4                        | (780) 917-7442      |
| Robert Mullins           | Senior Vice President                        | 1509 Timberwood Circle, Suite 100, Louisville KY 40223-5301         | (502) 212-5010      |
| Michael Newbery          | Senior Vice President                        | 350 North Orleans Street, Suite 1301, Chicago IL 60654-1983         | (312) 831-3134      |
| Brian P. Norris          | Senior Vice President                        | 3010 West Charleston Boulevard, Suite 100, Las Vegas, NV 89102-1969 | (702) 885-9977      |
| James (Jim) R. Obermeyer | Senior Vice President                        | 1560 Broadway, Suite 1800, Denver CO 80202-6000                     | (303) 291-2171      |
| Eric Overton             | Senior Vice President                        | 400 Fairview Avenue, North, Suite 620, Seattle, WA 98109-5371       | (206) 667-0545      |
| Dean Palumbo             | Senior Vice President                        | 38 Technology Drive, Suite 100, Irvine CA 92618-5312                | (949) 923-6020      |
| Philip R. Perciavalle    | Senior Vice President                        | 38 Technology Drive, Suite 100, Irvine CA 92618-5312                | (949) 328-2407      |
| Marilynn F. Robinson     | Senior Vice President                        | 370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012      | (303) 439-2861      |
| Chander K. Sehgal        | Senior Vice President                        | 350 North Orleans Street, Suite 1301, Chicago IL 60654-1983         | (312) 831-3184      |
| Constantino Senon        | Senior Vice President                        | 2353 130th Avenue NE Suite 200, Bellevue WA 98005-1759              | (425) 896-6991      |
| Robert A. Simm           | Senior Vice President                        | 8211 South 48th Street, Phoenix AZ 85044                            | (480) 687-6245      |
| David Smith              | Senior Vice President                        | Temple Court, Birchwood, Warrington United Kingdom WA3 6GD          | +44 1925 845251     |
| Joseph Russell Snow      | Senior Vice President                        | 1560 Broadway Suite 1800, Denver, CO 80202-6000                     | (303) 382-4955      |
| Donald J. Spiegel        | Senior Vice President                        | 3301 C Street, Suite 1900, Sacramento CA 95816-3394                 | (916) 924-8844      |
| Scott Stordif            | Senior Vice President                        | 209 Commerce Parkway, Cottage Grove WI 53527                        | (608) 839-2010      |
| Glenn S. Tarbox          | Senior Vice President                        | 2353 130 <sup>th</sup> Avenue NE Suite 200, Bellevue WA 98005-1759  | (425) 896-6950      |
| Matthew D. Travers       | Senior Vice President                        | 65 Network Drive 2nd Floor, Burlington, MA 01803-2767               | (617) 314-7121      |
| Jonathan R. Treen        | Senior Vice President                        | 2127 Ayrlesley Town Boulevard, Suite 300, Charlotte, NC 28273-3555  | (980) 297-7682      |
| Arthur Umble             | Senior Vice President                        | 1560 Broadway, Suite 1800, Denver CO 80202-6000                     | (303) 291-2116      |
| Mike Watson              | Senior Vice President                        | 3301 C Street, Suite 1900, Sacramento CA 95816-3394                 | (916) 418-8269      |
| Christopher Williams     | Senior Vice President                        | 2000 South Colorado Blvd, Suite 2-300, Denver CO 80222              | (303) 758-4058      |
| Andrew C. Wilson         | Senior Vice President                        | 370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012      | (303) 385-5610      |
| Frank Aceto              | Vice President                               | 1060 Andrew Drive, Suite 140, West Chester PA 19380                 | (610) 840-2566      |
| Becky Hachenburg         | Vice President                               | 229 Peachtree Street NE, Suite 1900, Atlanta, GA 30303-1629         | (404) 348-2120      |

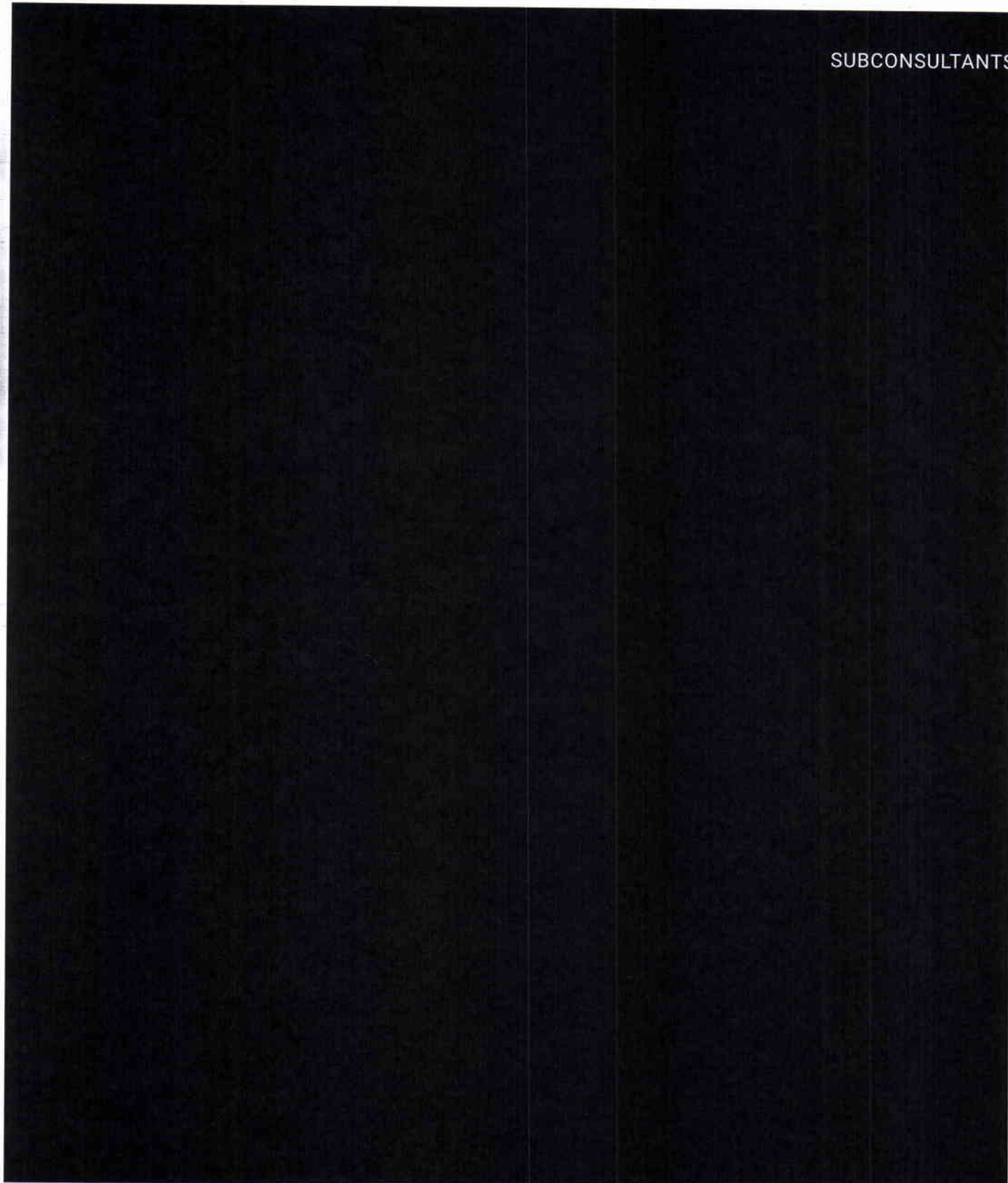


**STANTEC CONSULTING SERVICES INC.  
DIRECTORS & OFFICERS  
as of October 9, 2020**

| NAME                    | OFFICE (POSITION HELD)      | BUSINESS ADDRESS  | PHONE                |
|-------------------------|-----------------------------|---|----------------------|
| Michael Reagan          | Vice President              | 3700 Park East Drive, Suite 200, Cleveland OH 44122                   | (216) 454-2151       |
| Alfonso Rodriguez       | Vice President              | 555 Capitol Mall, Suite 650, Sacramento CA 95814-4583                 | (916) 669-5902       |
| Jeffrey P. Stone        | Vice President              | 61 Commercial Street, Suite 100, Rochester NY 14614-1009              | (585) 475-1440       |
| Scott Buttari           | Senior Principal            | 6900 Professional Parkway East, Sarasota FL 34240-8414                | (941) 907-6900 x263  |
| Robert R. Cunningham    | Principal                   | 6900 Professional Parkway East, Sarasota FL 34240-8414                | (941) 907-6900 x262  |
| Steve Shadix            | Principal                   | 11687 Lebanon Road, Cincinnati, OH 45241-2012                         | (513) 619-6470       |
| Linda Brown             | Senior Associate            | 3717 - 23 Street South, Saint Cloud MN 56301-5094                     | (320) 229-5535       |
| Jason Schneider         | Senior Associate            | 6800 College Boulevard, Suite 750, Overland Park, KS 66211-1855       | (913) 202-6866       |
| Kelly VanElders         | Senior Associate            | 6800 College Boulevard, Suite 750, Overland Park, KS 66211-1855       | (913) 905-3415       |
| Jerome Means            | Associate & CEO - Surveying | 61 Commercial Street Suite 100 Rochester NY 14614-1009                | (585) 413-5220       |
| Geraldine V. Webb       | Right of Way Officer        | 1011 Boulder Springs Drive, Suite 225, Richmond VA 23225-4951         | (757) 609-3377       |
| David Archer            | Corporate Counsel           | 61 Commercial Street, Suite 100, Rochester NY 14614-1009              | (585) 413-5216       |
| Donald Blackwell        | Corporate Counsel           | 370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012        | (303) 410-4059       |
| William A. Butler       | Corporate Counsel           | 11130 NE 33rd Place, Suite 200, Bellevue WA 98004-1465                | (425) 602-3530       |
| Thomas Curran, Jr.      | Corporate Counsel           | 61 Commercial Street, Suite 100, Rochester NY 14614-1009              | (585) 413-5239       |
| William J. Edwards      | Corporate Counsel           | 5 Dartmouth Drive Suite 101, Auburn NH 03032-3984                     | (603) 669-8672       |
| Cate Hite               | Corporate Counsel           | 2890 East Cottonwood Parkway, Suite 300, Salt Lake City UT 84121-7283 | (801) 617-3370       |
| Katharine LaFrance      | Corporate Counsel           | 400-10220 103 Avenue NW, Edmonton AB T5J 0K4                          | (780) 917-8550       |
| Christy J. Leonard      | Corporate Counsel           | 3437 Empresa Drive, Suite A, San Luis Obispo, CA 93401-7355           | (805) 250-2866 x2866 |
| Amy Oygen               | Corporate Counsel           | 400-10220 103 Avenue NW, Edmonton AB T5J 0K4                          | (780) 917-8853       |
| Marissa Johnson Prakash | Corporate Counsel           | 370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012        | (720) 377-4249       |
| Robert Ray              | Corporate Counsel           | 400 Morgan Center, 101 East Diamond Street, Butler PA 16001           | (469) 329-3690       |
| Corey Sanchez           | Corporate Counsel           | 370 Interlocken Boulevard, Suite 300, Broomfield CO 80021-8012        | (303) 533-1956       |
| Matthew Storey          | Corporate Counsel           | 400-10220 103 Avenue NW, Edmonton AB T5J 0K4                          | (780) 917-4897       |
| Christopher O.Heisler   | Secretary                   | 400-10220 103 Avenue NW, Edmonton AB T5J 0K4                          | (780) 917-6970       |
| Jeffrey P. Stone        | Assistant Secretary         | 61 Commercial Street, Suite 100, Rochester NY 14614-1009              | (585) 475-1440       |
| Theresa Jang            | Treasurer                   | 400-10220 103 Avenue NW, Edmonton AB T5J 0K4                          | (780) 917-7007       |



SUBCONSULTANTS





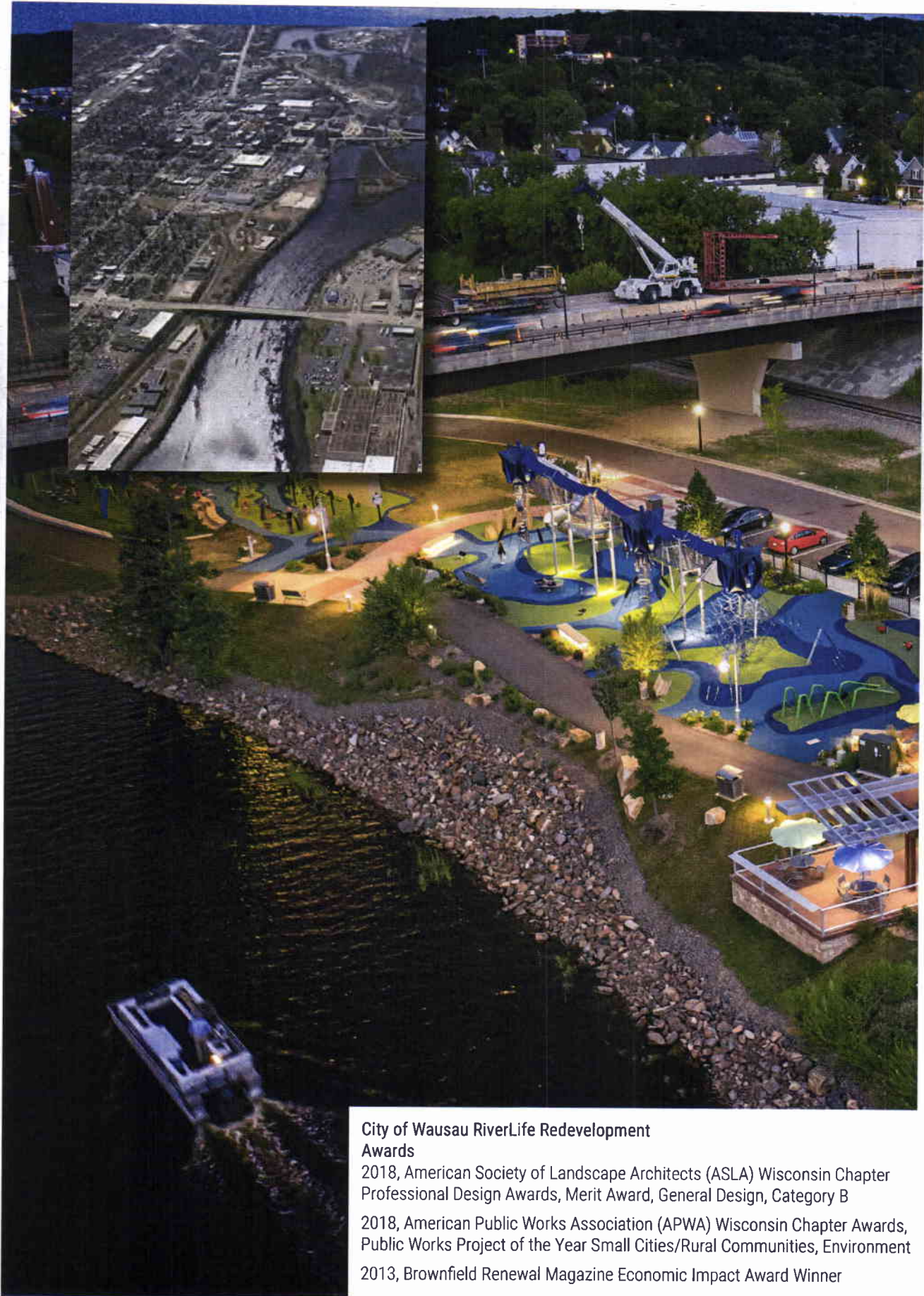
## 03 // subconsultants

### **WE WORK WELL WITH OTHERS**

Strong relationships with partners mean we can build teams that draw on the talent and experience needed for any project. Stantec's positive relationships extend to our partner firms for this contract. We subcontract with firms we know and trust and that have a proven record of superior past performance. As a growing company with over 350 locations, we have the capabilities and resources to deliver on your project; however, we take great pride in supporting our community partners. We focus on meeting Disadvantaged Business Enterprises (DBE) guidelines and have experience successfully developing and implementing subcontracting plans for contracts where DBE participation is required.

### **DISADVANTAGED BUSINESS ENTERPRISES (DBE) UTILIZATION**

Although we can perform most of the required services in-house, Stantec is committed to exceeding EPA's goals for use of DBEs outlined in the Cooperative Agreement with EPA. Stantec is experienced in adhering to the Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) requirements which apply to all EPA Brownfield Grant projects and we are confident that we can satisfy these requirements using an approach that will best serve the City's overall goals for the project.

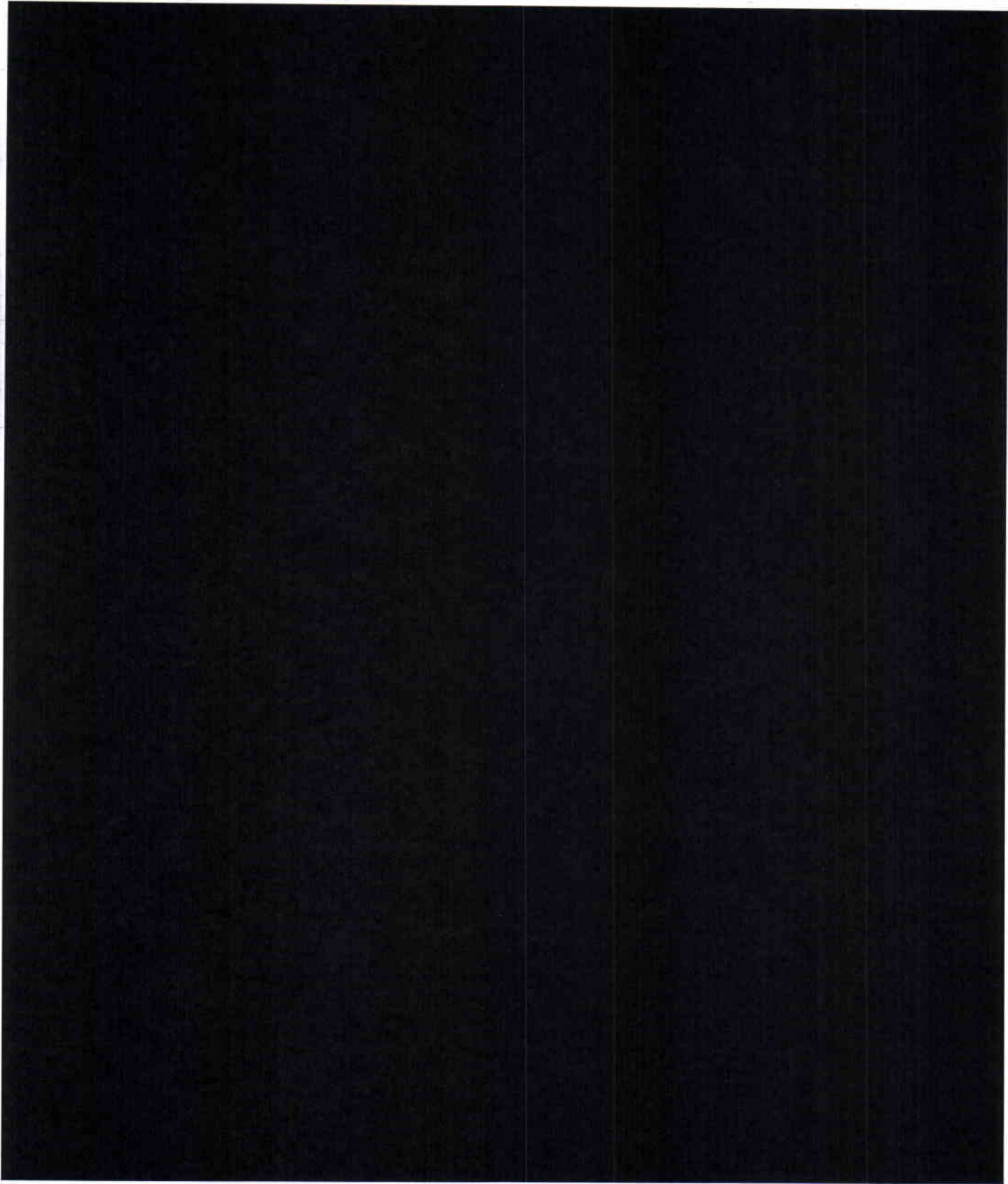


**City of Wausau RiverLife Redevelopment  
Awards**

2018, American Society of Landscape Architects (ASLA) Wisconsin Chapter Professional Design Awards, Merit Award, General Design, Category B

2018, American Public Works Association (APWA) Wisconsin Chapter Awards, Public Works Project of the Year Small Cities/Rural Communities, Environment

2013, Brownfield Renewal Magazine Economic Impact Award Winner





# 04 // current and past experience

## NATIONAL BROWNFIELDS AND COMMUNITY REVITALIZATION PROGRAM

At Stantec, we see brownfields differently - transforming them from liabilities into assets that bring economic viability and enhance the quality of life in communities where we live, work, and play. This perspective, in conjunction with our deep bench of multi-disciplinary staff, is what drives our success. The Stantec team provides nationally recognized EPA Brownfield Grant expertise combined with local understanding and experience to ensure you will receive maximum benefit from this project.

With 30 brownfield specialists, our National Brownfields and Community Revitalization Program builds sustainable brownfield redevelopment programs for communities of all shapes and sizes.

We assist communities in leveraging a wide variety of brownfield grants and technical expertise to build strong redevelopment programs and form public-private partnerships necessary to complete revitalization.

**When it comes to securing and implementing EPA Brownfield Grants, we are the experts.** Over the past decade Stantec has assisted 100 communities across the US secure and/or implement **over \$54M in EPA Brownfield Grants**. Figure 1 depicts the locations of our brownfield grant clients, and Table 1 provides a list of our clients and projects organized by EPA Region.

## EPA BROWNFIELD GRANT CLIENTS THROUGHOUT THE US

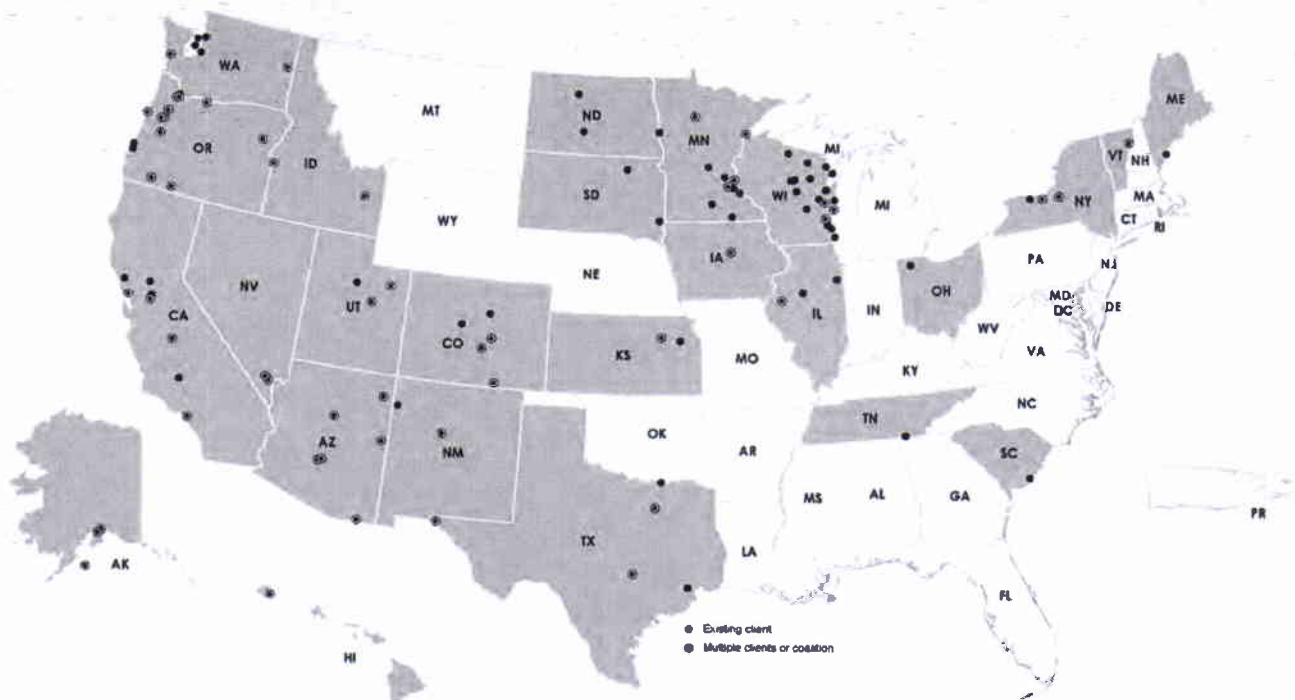


Figure 1: Stantec Brownfield Clients in the U.S.

Table 1: EPA Brownfield Grant Project Experience (2011-2020)

| EPA Region | Grant Recipient   | Award Year             | Grant Type          | Amount      |
|------------|---|------------------------|---------------------|-------------|
| 1          | NVDA (Northeast Kingdom, VT)                                    | 2018                   | CWA Coalition       | \$600,000   |
| 1          | Portland Harbor Commission, ME                                  | 2015                   | CWA**               | \$350,000   |
| 2          | Wayne County IDA, NY  | 2020                   | CWA Coalition       | \$600,000   |
| 2          | Greater Syracuse Land Bank, NY                                  | 2019                   | CWA Coalition       | \$600,000   |
| 2          | Rochester, NY   | 2018, 2014, 2013, 2011 | Cleanup x2 + CWA**  | \$1,000,000 |
| 4          | Chattanooga, TN   | 2016                   | Cleanup**           | \$200,000   |
| 4          | Berkeley-Charleston-Dorchester COG(Charleston, SC)              | 2017                   | AWP**               | \$200,000   |
| 5          | Arrowhead Regional Development Corporation, MN                  | 2020                   | CWA Coalition       | \$600,000   |
| 5          | Sheboygan County, WI  | 2019, 2017, 2014       | CWAx3               | \$1,000,000 |
| 5          | Calumet County, WI  | 2019                   | CWA                 | \$300,000   |
| 5          | Peoria, IL  | 2020, 2019, 2015       | Cleanup & CWAx2     | \$1,200,000 |
| 5          | Dakota County Community Development Agency, MN                  | 2019                   | CWA Coalition       | \$600,000   |
| 5          | Stevens Point, WI   | 2018                   | CWA                 | \$300,000   |
| 5          | Prairie Hills Resource Conservation & Development, IL           | 2018                   | CWA Coalition       | \$600,000   |
| 5          | Mankato, MN   | 2017                   | CWA                 | \$300,000   |
| 5          | Washington County, WI   | 2020, 2017, 2014       | RLF & CWA Coalition | \$2,000,000 |
| 5          | Green Bay, WI   | 2020, 2019, 2017, 2013 | RLF, CWAx3 & AWP    | \$2,000,000 |
| 5          | Green Bay Redev. Authority, WI                                  | 2019                   | Cleanup             | \$500,000   |
| 5          | St. Cloud, MN   | 2016                   | CWA                 | \$400,000   |
| 5          | St. Ann Center for Intergenerational Care (Milwaukee, WI)       | 2016                   | Cleanup x2          | \$400,000   |
| 5          | Racine, WI  | 2016, 2015             | RLF x2              | \$800,000   |
| 5          | Manitowoc, WI   | 2018, 2015, 2013       | SSA, CWA, & RLF**   | \$1,900,000 |
| 5          | Hastings Economic Development & Redev. Authority (Hastings, MN) | 2015                   | Cleanup x3          | \$600,000   |
| 5          | Kankakee, IL  | 2014                   | CWA                 | \$400,000   |
| 5          | Wauwatosa, WI   | 2013                   | CWA                 | \$200,000   |
| 5          | Wausau, WI  | 2013, 2012             | Cleanup x2 & AWP    | \$600,000   |
| 5          | Neenah, WI  | 2012                   | CWA                 | \$400,000   |
| 5          | Ramsey County, MN   | 2011                   | CWA                 | \$200,000   |
| 5          | Manitowoc, WI   | 2011                   | CWA*                | \$400,000   |
| 5          | Marathon County, WI   | 2011                   | CWA*                | \$400,000   |
| 5          | Marinette County, WI  | 2011                   | CWA                 | \$200,000   |
| 6          | Dallas, TX  | 2020                   | CWA Coalition       | \$600,000   |
| 6          | El Paso Coalition, TX   | 2020                   | CWA Coalition       | \$600,000   |
| 6          | Bernalillo County, NM   | 2020                   | CWA Coalition*      | \$600,000   |
| 6          | Grayson County JCD, TX  | 2019                   | Multi-Purpose*      | \$787,500   |
| 6          | Houston, TX   | 2018                   | CWA**               | \$300,000   |
| 7          | Flint Hills Regional Council, KS                                | 2018                   | CWA Coalition       | \$600,000   |
| 7          | Topeka, KS  | 2017                   | CWA                 | \$300,000   |
| 8          | Aberdeen, SD  | 2020                   | CWA                 | \$300,000   |
| 8          | Colorado Springs, CO  | 2019                   | CWA Coalition       | \$600,000   |
| 8          | Fremont County, CO  | 2018                   | CWA Coalition       | \$600,000   |



Table 1: EPA Brownfield Grant Project Experience (2011-2020)

| EPA Region | Grant Recipient  | Award Year       | Grant Type                       | Amount      |
|------------|--|------------------|----------------------------------|-------------|
| 8          | Carbon County, UT  | 2018             | CWA Coalition                    | \$600,000   |
| 8          | Provo, UT  | 2016             | CWA                              | \$400,000   |
| 8          | Uintah Basin AOG (Duchesne County, UT)                               | 2016             | CWA Coalition                    | \$550,000   |
| 8          | Fargo, ND  | 2016             | CWA                              | \$400,000   |
| 8          | Denver, CO   | 2015             | CWA**                            | \$400,000   |
| 8          | Sioux Falls, SD  | 2015             | CWA                              | \$400,000   |
| 8          | Trinidad, CO   | 2015             | CWA Coalition                    | \$500,000   |
| 8          | Lake County, CO  | 2014             | CWA                              | \$400,000   |
| 8          | Minot, ND  | 2013             | CWA & AWP                        | \$600,000   |
| 9          | Richmond Community Foundation  | 2020             | CWA                              | \$300,000   |
| 9          | Northern Arizona COG (Apache, Coconino, Navajo and Yavapai Counties) | 2019             | CWA Coalition**                  | \$600,000   |
| 9          | National Development Council, CA                                     | 2019             | CWA Coalition**                  | \$600,000   |
| 9          | Los Angeles, CA  | 2020, 2019, 2017 | Cleanup x2 & CWA**               | \$1,300,000 |
| 9          | Cochise County, AZ   | 2019             | CWA Coalition                    | \$600,000   |
| 9          | Fresno, CA   | 2020, 2019       | CWA Coalition & RLF              | \$1,400,000 |
| 9          | Stockton, CA   | 2018             | CWA Coalition                    | \$600,000   |
| 9          | Bakersfield, CA  | 2017             | CWA                              | \$300,000   |
| 9          | Richmond, CA   | 2016             | CWA**                            | \$400,000   |
| 9          | Sonoma County, CA  | 2016             | CWA**                            | \$392,000   |
| 9          | Henderson, NV  | 2016             | CWA Coalition**                  | \$550,000   |
| 9          | Phoenix, AZ  | 2020, 2015       | CWA Coalition* & CWA**           | \$1,000,000 |
| 9          | Clark County, NV   | 2015             | CWA Coalition**                  | \$500,000   |
| 9          | Lodi, CA   | 2020, 2015       | CWA x2                           | \$700,000   |
| 10         | Port Gamble S'Klallam Tribe, WA                                      | 2020             | CWA                              | \$300,000   |
| 10         | Baker Technical Institute (BTI), OR                                  | 2020             | Cleanup                          | \$500,000   |
| 10         | The Dalles, OR   | 2020             | CWA Coalition                    | \$600,000   |
| 10         | Coquille Indian Tribe/Mith-lh-Kwuh EDC, OR                           | 2020             | SSA                              | \$350,000   |
| 10         | Beaverton, OR  | 2019             | CWA**                            | \$300,000   |
| 10         | Spokane, WA  | 2019, 2017, 2014 | CWA Coalition, Cleanup x3, & CWA | \$1,600,000 |
| 10         | Anchorage, AK  | 2019, 2017       | CWA Coalition & CWA              | \$900,000   |
| 10         | Eugene, OR   | 2017, 2012**     | CWA Coalition                    | \$1,180,200 |
| 10         | Prosper Portland, OR   | 2019             | Cleanup                          | \$500,000   |
| 10         | Idaho Falls, ID  | 2018             | CWA Coalition                    | \$600,000   |
| 10         | Corvallis, OR  | 2018             | CWA Coalition                    | \$600,000   |
| 10         | Kodiak Island Borough, AK  | 2017             | CWA Coalition                    | \$600,000   |
| 10         | Bremerton, WA  | 2017             | CWA                              | \$300,000   |
| 10         | Grays Harbor COG (Grays Harbor County, WA)                           | 2020, 2017       | CWA Coalition x2                 | \$1,200,000 |
| 10         | Ontario, OR  | 2017             | CWA Coalition                    | \$600,000   |
| 10         | Oregon Cascades West COG (Lincoln County, OR)                        | 2017             | CWA Coalition                    | \$600,000   |
| 10         | Rogue Valley COG (Medford, OR)                                       | 2017             | CWA Coalition                    | \$600,000   |
| 10         | Matanuska-Susitna Borough, AK  | 2016             | CWA Coalition                    | \$550,000   |
| 10         | Oregon Metro (Portland, OR)  | 2020, 2016       | CWA Coalition x2                 | \$1,200,000 |



Table 1: EPA Brownfield Grant Project Experience (2011-2020)

| EPA Region   | Grant Recipient      | Award Year | Grant Type    | Amount       |
|--------------|----------------------|------------|---------------|--------------|
| 10           | Klamath Falls, OR    | 2015       | CWA Coalition | \$500,000    |
| 10           | Coos Bay, OR         | 2015       | CWA           | \$400,000    |
| 10           | Salem, OR            | 2015, 2014 | CWA x2        | \$400,000    |
| 10           | Everett, WA          | 2013       | CWA           | \$400,000    |
| 10           | Vancouver, WA        | 2013       | CWA & AWP*    | \$600,000    |
| 10           | Deschutes County, OR | 2013       | CWA*          | \$400,000    |
| 10           | Kent, WA             | 2012       | CWA           | \$400,000    |
| <b>TOTAL</b> |                      |            |               | \$54,809,700 |

\*Stantec assisted with grant application only and did not assist with implementation  
 \*\*Stantec assisted with grant implementation only and did not assist with grant application  
 Stantec assisted with **securing and implementing grants for all other projects.**

We know how to effectively leverage brownfield grant funding to develop and enhance municipal brownfield redevelopment programs. With our team’s track record of successful brownfield grant projects, background in preparing the application funding this project, local experience and stakeholder connections, we can provide the technical assistance needed to position the City for successful revitalization.

We leverage best practices throughout each phase of brownfields redevelopment and utilize proven strategies to help our clients maximize each dollar of funding. Below are some examples of how Stantec is helping our clients throughout the US build and strengthen their brownfield redevelopment programs:

- **Region 1** – We assisted the Northeastern Vermont Development Association (NVDA) with securing and implementing a \$600,000 Assessment Coalition Grant awarded in 2018, the **largest assessment grant award in New England in 9 years**. Within a two-year period (one year ahead of schedule), we assisted the NVDA Coalition in assessing 18 properties, 7 of which have already enrolled in the Vermont’s Brownfields Reuse and Environmental Liability Limitation Agreement (BRELLA) Program to pursue certificates of completion. We recently assisted an expanded NVDA Coalition with applying for \$600,000 of supplemental assessment funding as part of the FY2021 grant competition. Additionally, we assisted a Coalition partner, the Town of St. Johnsbury, with applying for \$500,000 of EPA Cleanup Grant funding to support reuse of the historic Armory Building.
- **Region 2** – We are currently assisting the Greater Syracuse Land Bank (GSLB), New York, with implementing a \$600,000 Assessment Coalition

Grant awarded in 2019. Stantec previously assisted the Land Bank in forming a Coalition with the Onondaga County and Syracuse Industrial Development Agencies (IDAs), resulting in the **largest assessment grant award in New York State since 2013**. In the first year of the project, we started assessments on 18 sites and anticipate completing the project one year ahead of schedule. We are also currently assisting the City of Rochester, New York, with implementing a \$200,000 EPA Brownfield Cleanup Grant awarded in 2018 to support an affordable housing project. Over the past 15 years, we have assisted Rochester with securing and/or implementing **>\$2M in EPA Brownfield Grants**.

- **Region 4** – We assisted the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG), South Carolina with implementation of an **Area-Wide Planning (AWP) grant awarded in 2017**. EPA funding was utilized to develop a revitalization plan and implementation strategy for the “Neck Area” of North Charleston, an environmental justice area with a high density of brownfields.
- **Region 5** – Our brownfield grant program has resulted in our clients, the Cities of Wausau and Neenah, Wisconsin, **winning back-to-back National Brownfield Economic Impact Awards**. Additionally, since 2013 we’ve helped the **City of Green Bay, Wisconsin** establish and build one of the **most robust brownfield grant programs in the upper Midwest**, funded by \$2.5M of EPA Brownfield Assessment, Cleanup, RLF & AWP Grants and >\$1M of state funding.
- **Region 6** – In 2020 Stantec assisted the Cities of Dallas and El Paso, Texas, as well as **Bernalillo County, New Mexico, each secure \$600,000**

### **EPA Brownfield Assessment Coalition Grants.**

Stantec is currently assisting Dallas and El Paso with implementing these grants, and we are also assisting the City of Houston, Texas, with implementation of their \$300,000 FY2018 EPA Brownfield Community-Wide Assessment Grant. We also recently assisted the City of Austin and the Houston Land Bank in submitting Assessment Coalition Grant applications as part of the FY2021 grant competition.

- **Region 7** – We are currently assisting the City of Topeka and the Flint Hills Regional Council in Kansas with **implementing \$900,000 of EPA Brownfield Assessment Grants awarded in 2017-2018.** Funds are being leveraged to build sustainable brownfield reuse and revitalization programs. Additionally, we recently assisted Topeka in submitting an application for \$300,000 of supplemental assessment grant funding as part of the FY2021 grant competition.
- **Region 8** – We are currently **assisting eight communities with brownfield grant projects,** including implementing \$3.5M in EPA Brownfield Assessment Grants we helped communities in Colorado, Utah, North Dakota and South Dakota secure. Additionally, we recently assisted our clients at the Cities of Trinidad and Canon City, Colorado, apply for \$1.9M of Assessment, Cleanup and Multi-Purpose Grant funding as part of the FY2021 grant competition.
- **Region 9** – We've assisted **some of the largest metro areas in the US (including Los Angeles CA, Las Vegas/Henderson NV, and Phoenix AZ)** by securing and/or implementing additional EPA Brownfield Grant funding to strengthen their ongoing brownfield programs.
- **Region 10** – We assisted the Municipality of Anchorage (MOA), Alaska, in securing their initial \$300,000 Community-Wide Assessment (CWA) Grant (awarded in 2017). In a period of 18 months we have helped MOA complete successful implementation and secure a **supplemental \$600,000 Assessment Coalition Grant (awarded in 2019).** During the past 5 years we've also assisted the City of Spokane, Washington in securing **over \$1.8M in EPA Brownfield Grant funding** to support assessment, cleanup and redevelopment of priority sites and focus areas. We recently assisted the City in applying for an \$800,000 Multi-Purpose Grant as part of the FY2021 grant competition, which would be Spokane's **7th EPA Brownfield Grant since selecting Stantec in 2015.**

Through this experience, we have become intimately familiar with EPA and various state agency requirements and expectations, including Quality Assurance Project Plans (QAPPs), Sampling and Analysis Plans (SAPs), Health and Safety Plans (HASPs), Phase I and II Environmental Site Assessments (ESAs), Analysis of Brownfield Cleanup Alternatives (ABCAs), Site Eligibility Determinations and all types of periodic reporting. This experience and expertise will **speed agency approval and efficiencies, saving grant funds for site-specific activities.** The project will meet EPA requirements, while providing flexibility to respond to redevelopment opportunities, public input, and evolving priorities.

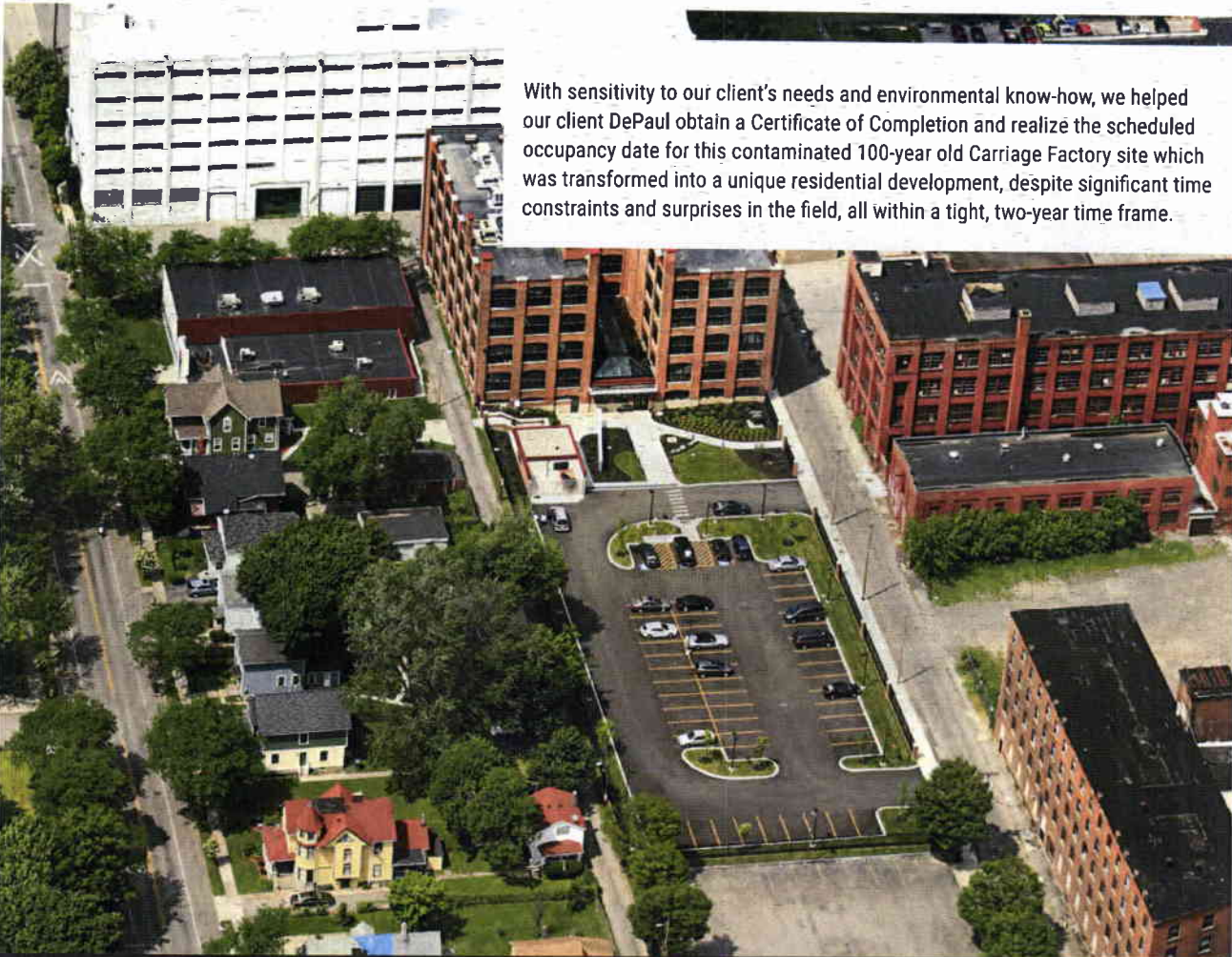
### **ILLINOIS EXPERIENCE**

Stantec has been in Illinois for over 30 years. We started here, and have continued to grow by establishing long-term relationships with our clients based on trust and integrity, and by committing to making a difference in the communities we serve. We collaborate across disciplines and industries to bring buildings, energy and resource, and infrastructure projects to life. Our skilled professionals work together to deliver creative design solutions for our clients' toughest challenges. With offices in Chicago, Lombard, St. Louis, Mequon, Wisconsin, and staff in Springfield, we bring our expertise to our clients regardless of the location. Peoria, Illinois is part of our community, we know it well, and to serve it we draw on talent from around the globe to bring our clients' projects to completion. Our depth of expertise provides us with the agility to respond to client needs as they come up. We bring our knowledge, experience, and imagination to get the job done better, faster, and smarter. With our Illinois roots combined with our global expertise, we look at every challenge as an opportunity to bring communities together and make lasting connections with the people and places we serve.

### **SELECT EPA BROWNFIELD PROJECT EXPERIENCE**

The following pages contain relevant project descriptions for brownfield cleanup and redevelopment services that Stantec has provided.





With sensitivity to our client's needs and environmental know-how, we helped our client DePaul obtain a Certificate of Completion and realize the scheduled occupancy date for this contaminated 100-year old Carriage Factory site which was transformed into a unique residential development, despite significant time constraints and surprises in the field, all within a tight, two-year time frame.

# WE'LL GET THAT FUNDED

### Stantec's North American Funding Program

We recognize that securing funding is a critical component of executing projects that advance the quality of life in communities. For 30+ years, Stantec has partnered with our clients to successfully apply for grants and loans and have helped our clients secure more than **\$4 billion in funding.**

Funding services is a natural and complementary extension of the other technical and professional services we offer as a firm. With Stantec, from concept to construction you have an integrated team of resources at your fingertips—not only grant writers, but more than 120 funding experts, experienced financial consultants, urban planners, engineers, landscape architects, transportation designers, and GIS analysts. We've compiled a team of Funding Advisors that have decades of experience developing financial plans and securing grants and loans for communities across the country. We have successfully leveraged our technical offerings into our funding services to create robust applications that 'Wow' funding agencies. With Stantec, you get all the services you need in-house.



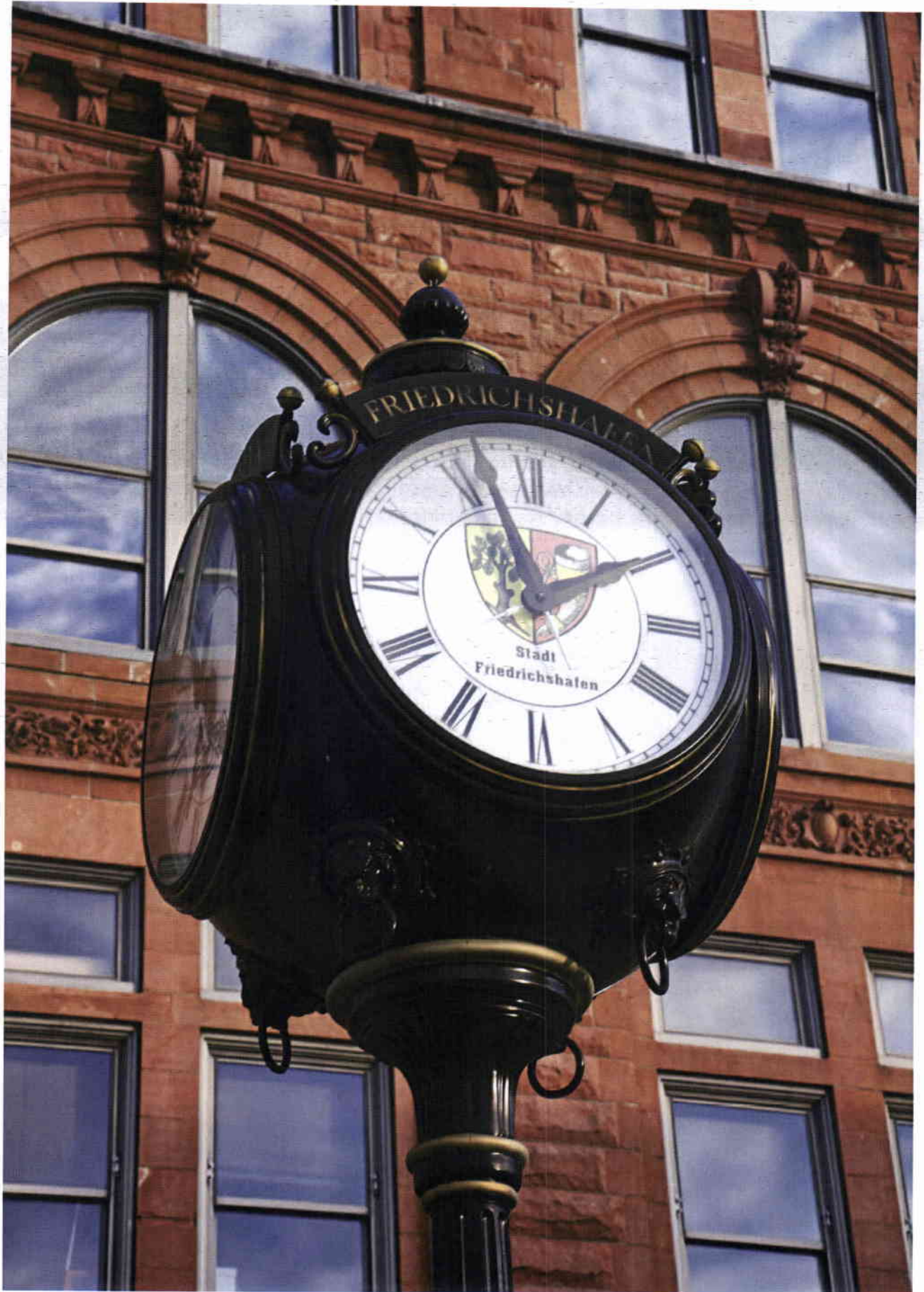
REFERENCES

# 05 // references

## REFERENCES

The following references are provided for projects listed for key personnel.

| REFERENCE CONTACT/<br>CLIENT   | ADDRESS/PHONE/EMAIL   | DESCRIPTION OF WORK   |
|--|---|---|
| <b>Pete Schiel</b><br><i>Superintendent,<br/>Environmental Services<br/>Utility<br/>City of Kankakee</i>                     | 850 N Hobbie Avenue<br>Kankakee, Illinois<br>(815) 928-7350<br>PASCHIEL@CITYKANKAKEE-IL.GOV   | US EPA Brownfields Assessment<br>Grant and implementation   |
| <b>David King</b><br><i>Executive Director<br/>Prairie Hills Resource<br/>Conservation and<br/>Development, Inc.</i>         | 321 W University Drive<br>Macomb, Illinois<br>(309) 833-4747<br>DAVID.KING@PRAIRIEHILLRCD.ORG | EPA Brownfields Assessment<br>Grant and implementation  |
| <b>John Hinzman, AICP</b><br><i>Executive Director<br/>Hastings Economic<br/>Development and<br/>Redevelopment Authority</i> | 101 4th Street East<br>Hastings, Minnesota 55033<br>(651) 480-2378<br>JHINZMAN@HASTINGSMN.GOV | Environmental investigations,<br>Phase I ESA, and Phase II ESA<br>and remediation for the former<br>HD Hudson manufacturing facility<br>redevelopment |
| <b>Brad Lenz, AICP</b><br><i>City Planner<br/>City of Wausau</i>   | 407 Grant Street<br>Wausau, Wisconsin 54403<br>(715) 261-6753<br>BRAD.LENZ@CI.WAUSAU.WI.US    | Brownfield cleanup and planning<br>grants related to the "Riverlife"<br>redevelopment   |





DETAILED WORK PLAN

## 06 // detailed work plan

### SCOPE OF WORK

The City of Peoria was awarded a \$500,000 United States Environmental Protection Agency (EPA) Fiscal Year 2000 Brownfields Cleanup Grant for the Former Tabor Brownfield site. The City of Peoria wishes to procure a qualified environmental professional (QEP) consultant to assist in implementation of grant funded activities. The QEP may also be utilized for future grant awards for this property or for future Brownfield grants. The current scope of work will be organized into five tasks:

Task 1: Community Involvement/Grant Management

Task 2: Cleanup Planning

Task 3: Site Cleanup

Task 4: SRP Oversight

Task 5: Other Brownfield Related Duties

Stantec will fulfill the role of QEP and will coordinate, direct, and oversee the Brownfields cleanup activities as set forth in the EPA-approved Work Plan and Cooperative Agreement, as applicable. Our proposed management and implementation approach and schedule are provided in the following sections. **A Cost Proposal for this workplan is included in Section 9.**

### TABOR BROWNFIELD SITE BACKGROUND AND REDEVELOPMENT POTENTIAL

The 5.4-acre site is comprised of five contiguous parcels of land formerly owned/utilized by numerous entities for commercial and industrial activities. Former site uses include a junkyard/salvage yard, railroad storage yard, compressor company, bulk oil and gasoline filling station, TV sales, real estate office and used car sales. These activities date to the early 1900's. The City acquired the parcels comprising the site in 2013 and 2015. With the Illinois EPA's (IEPA) assistance and oversight, the City removed and properly disposed of thousands of tires and demolished the associated quonset storage hut. The City also removed all remaining/discarded scrap/junk from historical industrial/commercial operations from the site. A 10,000 square foot building, in relatively good condition, remains at the site. A second approximately 1,500 square foot building and select former building foundations and pavement are also present. The site is fenced to restrict access and prevent dumping and has remained vacant since acquisition by the City.

Stantec assisted the City in acquisition and implementation of funds from an IEPA Municipal Brownfield Redevelopment Grant, and a FY2014 EPA

Community-Wide Brownfield Assessment Grant, which were utilized in addition to general City funds to complete multiple Phase I and Phase II environmental site assessments and site investigations prior to and following acquisition of the site. IEPA also performed several site investigations at the request of the City. Cumulative data was used to prepare a Comprehensive Site Investigation and Remediation Objectives Report per IEPA requirements in 2018. The site is predominantly contaminated by hazardous substances. Select semi-volatile organic compounds, polychlorinated biphenyl mixtures, pesticides, and metals remain in soil and/or groundwater at concentrations greater than applicable health-based soil and groundwater remediation objectives. The contamination appears to be the result of undocumented releases of hazardous substances during historical industrial/commercial activities and placement, across the entire site, of up to 12 feet of contaminated fill containing cinders and other debris. Remedial action is required to facilitate redevelopment and obtain a no further remediation (NFR) letter from the Illinois EPA Site Remediation program (SRP) to facilitate redevelopment.

Remediation of this contaminated property will remove a blighted site from a neighborhood and will allow for business development in an area of Peoria that has concentrated poverty. This site is conveniently located on route 29 and a railroad track, and is within one-mile of both shipping on the Illinois River and trucking transport on Interstate 474.



Former quonset hut containing used tires and junkyard salvage



## APPROACH

The following is a description of our approach for each of the five main tasks outlined in the Workplan and further described in the RFP.

### TASK 1: COMMUNITY INVOLVEMENT/GRANT MANAGEMENT

Following contract award, a project kick-off meeting will be held between Stantec and the City to identify a project management and implementation plan that is best suited to your preferences, needs, and workload. During this meeting, we will also define the Stantec and City team members roles and responsibilities and provide an overview of the EPA grant process. We recommend that a subsequent call be scheduled with the EPA project manager, the City of Peoria and Stantec to discuss the above as well as required project technical documents including the Analysis of Brownfield Cleanup Alternatives (ABCA), Quality Assurance Project Plan (QAPP), Remedial Action Plan (RAP), etc.

**Rick Binder, LPG** will serve as the project manager during the duration of the grant and will be responsible for day-to-day management of project activities, coordination with the City of Peoria, and addressing any issues that arise. **Hiedi Waller, PE**, will serve as the assistant project manager. Rick and Heidi have successfully worked together for more than nine years writing brownfield grant applications and implementing brownfield projects including five EPA cleanup grants.

We believe the key to a successful EPA grant is open communication between the EPA project manager, City, and Stantec. Rick typically communicates with his grantees on a monthly basis to discuss the status of ongoing projects and upcoming work. At minimum, a reoccurring monthly conference call will be completed to discuss the grant status. Keeping the EPA informed of progress under the grant is also essential and should be completed on a quarterly basis but typically occurs more often to obtain the necessary approvals needed to complete cleanup activities. Stantec has worked closely with numerous EPA project managers and has established a streamlined process for obtaining these necessary approvals typically within a few days of submittal. Stantec maintains a similar approach on the existing FY 2019 EPA Brownfield Community-wide Assessment Grant, which we are currently assisting the City of Peoria to implement.

Ongoing grant programmatic management activities Stantec

will assist with include: Quarterly progress reporting, Annual disadvantaged business enterprise (DBE) reporting, updates in the Assessment, Cleanup and Redevelopment Exchange System (ACRES), and preparation of a final report. Please note that as a requirement of the Cooperative Agreement, all contractor work must be completed using Davis-Bacon Act prevailing wages. Stantec has significant experience in writing bid specifications and monitoring site progress for compliance with Davis-Bacon Act requirements. Stantec can assist the City if desired as part of Task 3, Site Cleanup.

**Community involvement activities will include:** Public meetings, preparation of factsheets and mailers, conducting on-line surveys, and door-to-door canvassing of residents, as applicable. Stantec also suggests that signage be prepared and erected at the site describing the project and project stakeholders including EPA, City of Peoria, and IEPA to include contact information. We have found this to have a far-reaching impact on neighborhood residents and general public. Updates at regularly scheduled City meetings that are advertised and televised on local television are also very effective. With respect to Covid-19, Stantec can assist with enhanced virtual meetings and meetings with appropriate social distancing.

**Anticipated Schedule:** Community outreach will be on-going throughout the project. Progress reports will be submitted on or before January 30th, April 30th, July 30th, October 30th of each year. Annual DBE reports will be submitted on or before October 30th of each year. Initial information on the site will be entered into ACRES following execution of the RAP/ABCA, and updated upon completion of milestones related to remediation, Illinois EPA approvals, and redevelopment.





## TASK 2: CLEANUP PLANNING

Active remediation of the site will include excavation and offsite disposal of contaminated fill/soil to facilitate construction of a storm water pond, a nominal amount of landscaping, and installation of new utilities to the existing building. A site-wide engineered barrier will be constructed to prevent direct contact with remaining impacted fill/soil. Confirmation groundwater samples will be collected following redevelopment to determine if consumption of groundwater currently poses a risk to offsite receptors or if continued infiltration may also pose a risk to offsite receptors. A groundwater ordinance would serve as an institutional control for the consumption of groundwater offsite, if warranted.

The draft ABCA for the site will be submitted to IEPA for review during early 2021. We also recommend the Comprehensive Site Investigation and Remediation Objectives Report for the Tabor site completed by Stantec as part of the FY 2014 EPA Assessment grant be submitted as IEPA has not been provided a copy of this report. It may also be appropriate to enter the Tabor site into the IEPA Site Remediation Program (SRP) with appropriate fees at this time (Task 4). Following receipt of comments from IEPA, the City will prepare a final ABCA and a detailed RAP. The final ABCA and RAP will be submitted to EPA and IEPA for additional review and final approval. The ABCA will also be made available for additional public review and comment per programmatic requirements.

In addition, a QAPP that details all field and laboratory procedures for health and safety monitoring and collection and analysis of confirmation, treatment verification, and other types of environmental samples in conjunction with cleanup—will be prepared as appropriate and submitted to EPA and IEPA for review/

approval. Please note that the EPA may not require a formal QAPP provided the site is under IEPA oversight (SRP Program) and IEPA requirements and guidance are followed. The City (or consultants) will complete EPA required threatened or endangered species (ESA§7(a)(2)) and National Historic Preservation Act (NHPA§106) review activities, as appropriate.

**Anticipated Schedule:** The final ABCA/RAP, QAPP (if required), and ESA/NHPA documentation will be completed by Spring 2021.

## TASK 3: SITE CLEANUP

Stantec will prepare plans and bid specifications for remediation contractor solicitation, perform environmental oversight, documentation, and sampling in accordance with the RAP and QAPP. Stantec will also assist the City to retain a qualified cleanup contractor(s) through a competitive RFP process based on the RAP (Task 2) and plans and specifications. Please note that as a requirement of the Cooperative Agreement, all contractor work must be completed using Davis-Bacon Act prevailing wages. Stantec has significant experience in writing bid specifications and monitoring site progress for compliance with Davis-Bacon Act requirements. Stantec can assist the City in monitoring, if desired.

The selected contractor(s) will be responsible for:

- Provide Davis-Bacon Act required time cards, etc.
- Complete all permitting and pre-work submittals including a health and safety plan.
- Set-up controls to secure the site and to comply with stormwater management requirements and survey and stake the boundaries for planned excavation areas.
- Excavate, load, transport and dispose approximately 3,000 tons of contaminated soil.
- Construct an engineered barrier on the entire site, outside of the stormwater pond, existing building, and greenspace areas.

The City will work with IEPA to provide at least one-week advance notice of remedial work to project stakeholders and residents living in areas near the site. Stantec will assist as requested. Stantec will observe/document the cleanup activities. We will prepare record drawings and photographic documentation, provide waste disposal documentation, etc. showing the contaminated fill was removed from the storm water pond, utility





and landscaped areas and the construction of the engineered barrier. We will also conduct any required post remediation soil and groundwater sampling as appropriate and assist the City in completing the Remedial Action Completion Report.

**Anticipated Schedule:** Complete final plans and bid specifications in early 2021 (including Illinois EPA review, comments, and City response). Begin remediation in mid-2021 and complete remediation in 2022.

#### TASK 4: SRP OVERSIGHT

We understand the City will interface with the Illinois EPA. Stantec can assist with these efforts.

As part on the SRP program application select reports and fees are required. These will include the previous Phase I ESAs completed for each parcel as part of property acquisition and other site investigation and documentation reports not previously submitted. This includes the Comprehensive Site Investigation and Remediation Objectives Report for the Tabor site completed by Stantec as part of the FY 2014 EPA Assessment grant and the ABCA for the property.

The Illinois EPA SRP program will assist with outreach activities, participate in public meetings as needed and provide review and approval of work plans and technical reports associated with Tasks 1-3. Illinois EPA charges SRP participants for staff time required for oversight.

**Anticipated Schedule:** Illinois EPA involvement will be on-going throughout grant implementation.



## TASK 5: OTHER BROWNFIELD RELATED DUTIES

Additional duties may be required for a successful program but have not been identified at this time. This may include assistance with application for and implementation of additional grants/funding. Stantec is a full service firm and can also assist the City with additional site related activities, which may include site reuse planning (market studies, infrastructure analysis, etc.), building structural and condition assessments, site structure and foundation demolition, site civil engineering and infrastructure design, building and site architectural services and construction management. Stantec serves in this regard on multiple projects on brownfield sites as demonstrated in the select project descriptions provided herein that have gone to partial or full redevelopment. Stantec projects in the Midwest have received Brownfield, economic impact, landscape architect, planning and public works awards.

### HEALTH AND SAFETY

At Stantec, one of our core values is to do what is right. The way we treat our people, clients, and neighbors reflects who we are, what we believe in, and how we do our work. Integrating practical Health, Safety, and Environment (HSE) programs into our work helps protect our people from injuries, property loss, and environmental damage. We achieve this culture of safety by carefully aligning work processes, systems, and behaviors, and by supporting employees with the guidance and knowledge they need to be safe at all times. While our HSE team develops the practices, training, and tools to protect our people, at Stantec it's everyone's responsibility to proactively identify hazards, eliminate or control risks, and even stop work if warranted. Putting people first means that we empower our employees to help create a healthy and safe work environment. It's part of our culture.



Before: PH Glatfelter Paper Mill Grant Procurement and Implementation, Neenah, WI



After: PH Glatfelter Paper Mill Grant Procurement and Implementation, Neenah, WI





During spring 2020, the Stantec team prepared renderings and final recommendations for the neighborhood to develop River South as an innovation district to help diversify Topeka, Kansas' economy. The proposed plan for the River South innovation District places emphasis on the redevelopment of properties owned by the City and on reinvestment into pedestrian corridors and public open spaces. Within the central areas of this neighborhood, existing buildings and businesses should remain and potential opportunities for infill new construction could also be considered.

INFORMATION FROM C



## 07 // information from city

### CITY ASSISTANCE

Stantec has acquired significant information related to the Tabor Brownfield site through our previous work on the property and assistance with the successful grant application funding this project. However, we will require additional information, data and assistance from the City in order to efficiently perform our role on the project. Much of this information can be obtained as the project develops. Select items include:

As part of remedial planning, previous project reports or property information may be required including prior site ownership information, utility and infrastructure information. We understand the city will assist in providing services, signatures and information they have on a timely basis which may be related to the following:

- The site is currently fenced. The City will provide site access to the property and buildings as necessary.
- As part of program management, Stantec will need information on City expenditures and grant fund drawdowns for the quarterly reports and annual/grant closeout reporting forms.
- The City may be requested to sign waste profiles and manifests to appropriately dispose of soil at a landfill.
- A formal Section 106 review for the project which must be completed and submitted to the Illinois State Historic Preservation Office will be completed by Stantec on behalf of the City. (However, a lengthy review or issues are not anticipated due to the fact that the site is not in an Historic District, site buildings are not on the National Register of Historic Places and given the presence of up to 12 ft. of reworked fill, any historic item found would not be indicative of "Time and Place" from a cultural resource standpoint.)
- An Illinois Department of Natural Resources (IDNR) Ecological Compliance Assessment Tool will be prepared, and the Stantec, on behalf of the City will consult with the Endangered Species Consultation Program of the IDNR and the US Fish and Wildlife Service regarding threatened and endangered species. (However, given the presence of up to 12 ft. of reworked fill and urban use for over 100 years, endangered species are unlikely.)

- Stantec, on behalf of the City will Consult with the U.S. Army Corps of Engineers and IDNR regarding wetlands by desktop review. (However, given the presence of up to 12 ft. of reworked fill on the site wetlands are unlikely.)
- Additional authorizations and permits are under local jurisdiction and relatively easy to obtain on a project of this type. These include a City of Peoria demolition permit (as applicable), City of Peoria grading permit and City of Peoria erosion, sediment and storm water control Permit. We understand the selected remedial contractor will get these permits. We understand the City will provide any needed information, signatures, etc. on a timely basis.
- The City will provide Information related to the Davis-Bacon Act as applicable and provide support to Stantec should Stantec assist in monitoring of program requirements (interviews with site workers, site signage, review of time cards, etc.)

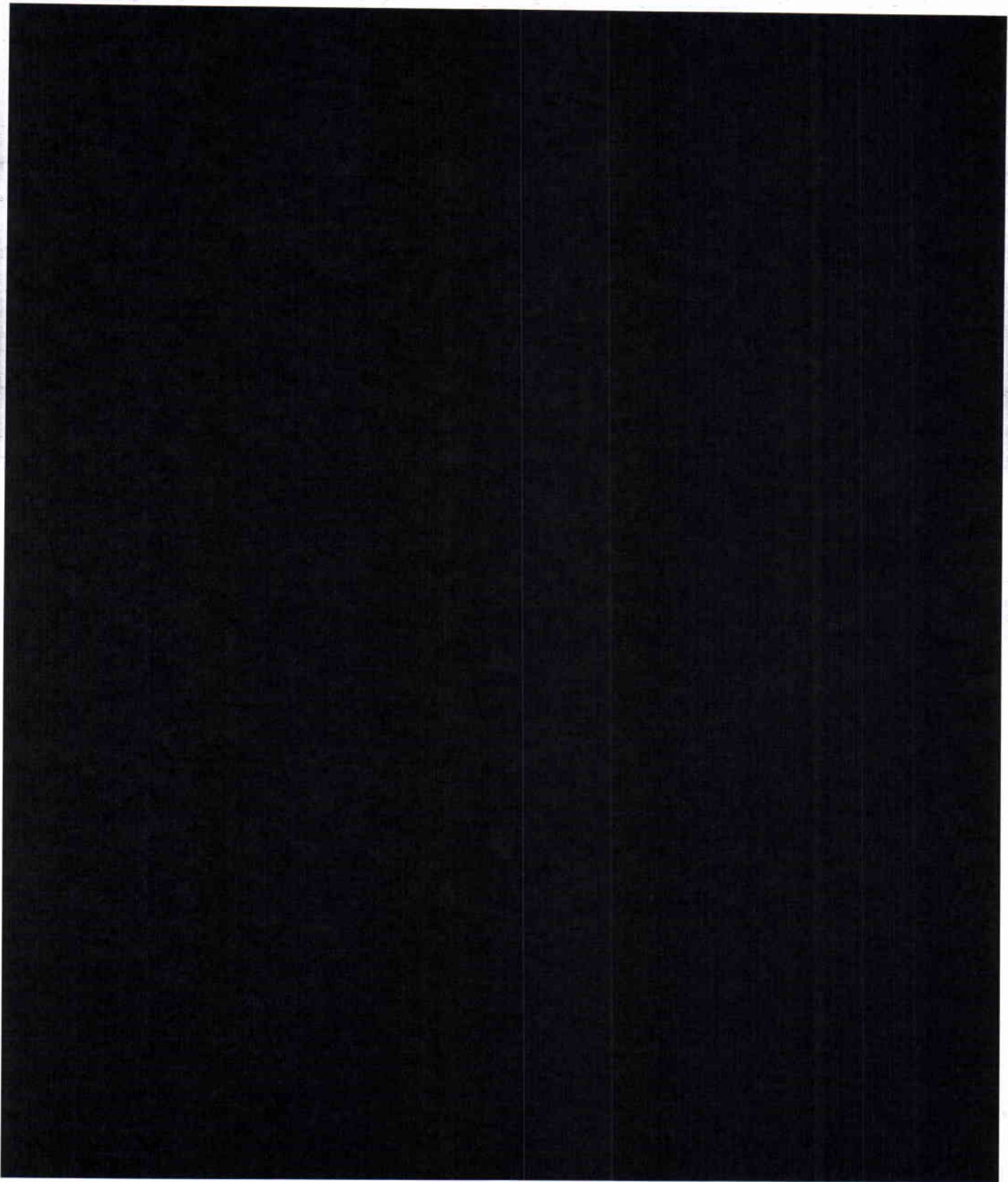
### CONTRACT REVIEW

We are pleased to have the opportunity to partner with you on this assignment. We know we can build a contract satisfying both of our needs to deliver project success. After reviewing the proposed contract terms, our risk management team has the following required revisions before moving forward.

*"We have reviewed your proposed RFP/contract terms and believe that should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you."*









## 08 // conflict of interest

Stantec is not currently aware of any past or present involvement in projects, or with clients, that constitute or appear to constitute a conflict of interest. In past EPA brownfield grant projects for Midwest municipalities, Stantec has never had to stop or defer work because of a conflict of interest.

Potential conflicts could be associated with four types of stakeholders:

- Other local governments within the City
- Potential developers interested in developing sites targeted for assessment
- Current or past owners of properties targeted for assessment
- Current or past owners of neighboring properties

Stantec has an internal policy for evaluating, managing, and disclosing potential conflicts of interest. Any potential conflict would immediately be identified to the City and Stantec's internal legal staff. Our preferred method to managing conflict of interest is open conversations with both parties to discuss the potential issues and methods for resolution. In most cases, it is in the best interest of both parties to work with Stantec since the redevelopment goals are often compatible. If a potential conflict is perceived, simultaneous work being done for another entity can be separated internally by creating a virtual firewall.





How do you transform 16 acres of blighted land into thriving new developments that generate \$700,000 in annual property tax revenues and create hundreds of jobs in the midst of an economic downturn? Answer: combine a community's commitment to economic development with a comprehensive approach to resolve a myriad of environmental challenges at a site impacted by more than 100 years of heavy industrial use.



COST OF SERVICES

## 09 // cost of services

Stantec has reviewed the approved budget provided in the grant Work Plan. Based on our review, the current approved budget and level of effort for QEP services appears to be representative of the current project scope. As such, we concur with the budget provided. The services will be provided on a time-and materials basis per Stantec's standard billing table in effect at the time the work is performed (Following page). The scope and cost for QEP services can be modified to meet the needs of the City as the project progresses.

The costs and assumptions of level of effort are provided below and are identical to the approved Work Plan and select details provided in the draft ABCA. The cost assumes a blended rate of \$125/hr. to also include travel and other expenses.

|  |                  |
|--|------------------|
| <b>Task 1: Community Involvement/Grant Management</b>  | <b>\$25,000</b>  |
| 200 hrs. of work by Stantec  |                  |
| <b>Task 2: Cleanup Planning</b>  | <b>\$25,000</b>  |
| 200 hrs. of work by Stantec  |                  |
| <b>Task 3: Site Cleanup</b>  | <b>\$133,000</b> |
| 400 hrs. of work by Stantec (50 hrs. coordination; 150 hrs. on-site oversight; 200 hrs. report/specification preparation - \$50,000), \$15,000 for pre-construction waste characterization; and \$68,000 for groundwater sampling (consisting of installation of (15) 2-inch diameter groundwater monitoring wells (\$18k driller; \$3k lab; \$7k consulting) and quarterly groundwater quality monitoring for dissolved metals (\$10k/quarter for 4 quarters) |                  |
| <b>Task 4: SRP Oversight</b>   | <b>\$0</b>       |
| No Stantec assistance requested at this time   |                  |
| <b>Task 5: Other Brownfield Related Duties</b>   | <b>\$0</b>       |
| No Stantec assistance requested at this time   |                  |
| <b>Total Estimated Stantec Cost \$183,000</b>  |                  |

### Other Costs per the Work Plan:

|                           |                  |
|---------------------------|------------------|
| Remediation Contractor    | \$377,000        |
| City Costs                | \$20,000         |
| SRP Fees                  | \$20,000         |
| <b>Total Project Cost</b> | <b>\$600,000</b> |





## ATTACHMENT – STANDARD RATE TABLE

BC1937\_2021-1

### HOURLY RATES

| Stantec Billing Level | 2021 Hourly Rate* |
|-----------------------|-------------------|
| 3                     | \$95              |
| 4                     | \$107             |
| 5                     | \$115             |
| 6                     | \$119             |
| 7                     | \$127             |
| 8                     | \$131             |
| 9                     | \$141             |
| 10                    | \$147             |
| 11                    | \$160             |
| 12                    | \$165             |
| 13                    | \$174             |
| 14                    | \$180             |
| 15                    | \$199             |
| 16                    | \$228             |
| 17                    | \$238             |
| 18                    | \$241             |
| 19                    | \$249             |
| 20                    | \$260             |
| 21                    | \$270             |

\*Rates subject to annual increase.

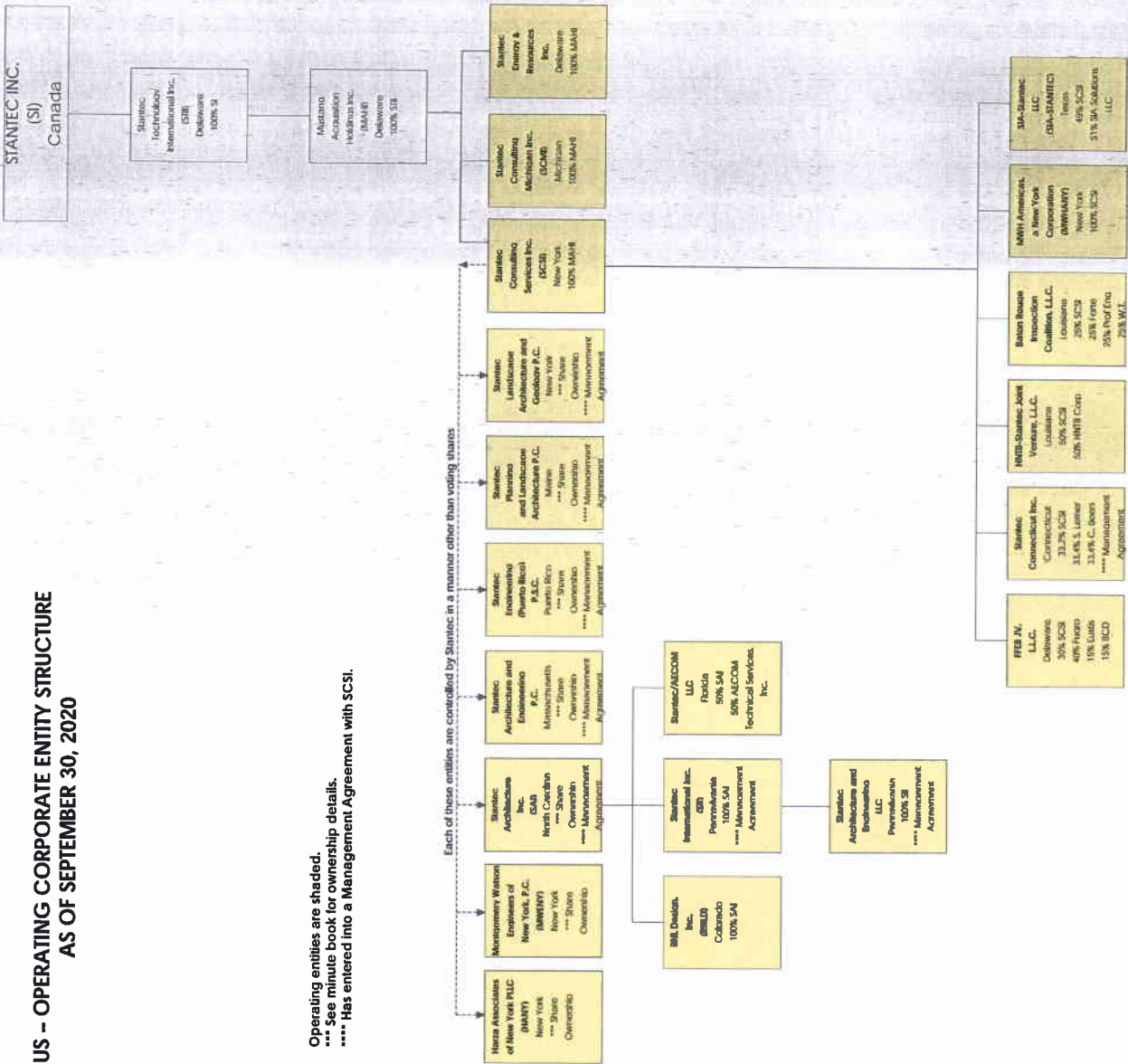
### OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**  
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**  
May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**  
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**  
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule\* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.

# US - operating corporate entity structure



## US - OPERATING CORPORATE ENTITY STRUCTURE AS OF SEPTEMBER 30, 2020

Operating entities are shaded.  
 \*\*\* See minute book for ownership details.  
 \*\*\*\* Has entered into a Management Agreement with SCSi.

# // city of Peoria, request for qualifications form

## CITY OF PEORIA REQUEST FOR QUALIFICATIONS

The executing of this form certifies understanding and compliance with the total proposal package.

PROPOSAL SUBMITTED BY:

Stantec Consulting Services Inc.

---

**Company**

# 03238-201231

Peoria EEO Certificate of Compliance Number

701 E 22nd Street, Suite 115

# 11-2167170

Employer Identification # (EIN)

---

**Address**

Lombard

Illinois

60148

(262) 643-9159

---

**City**

N/A

---

**State**

---

**Zip**

---

**Daytime Telephone #**

Stu Gross, Principal

---

**After Hour Telephone #**

Stu Gross

---

**Contact Person (Please print or type)**

Principal

---

**Name of Authorized Agent or Officer**

stu.gross@stantec.com

---

**Title**

---

**E-Mail**

November 18, 2020

---

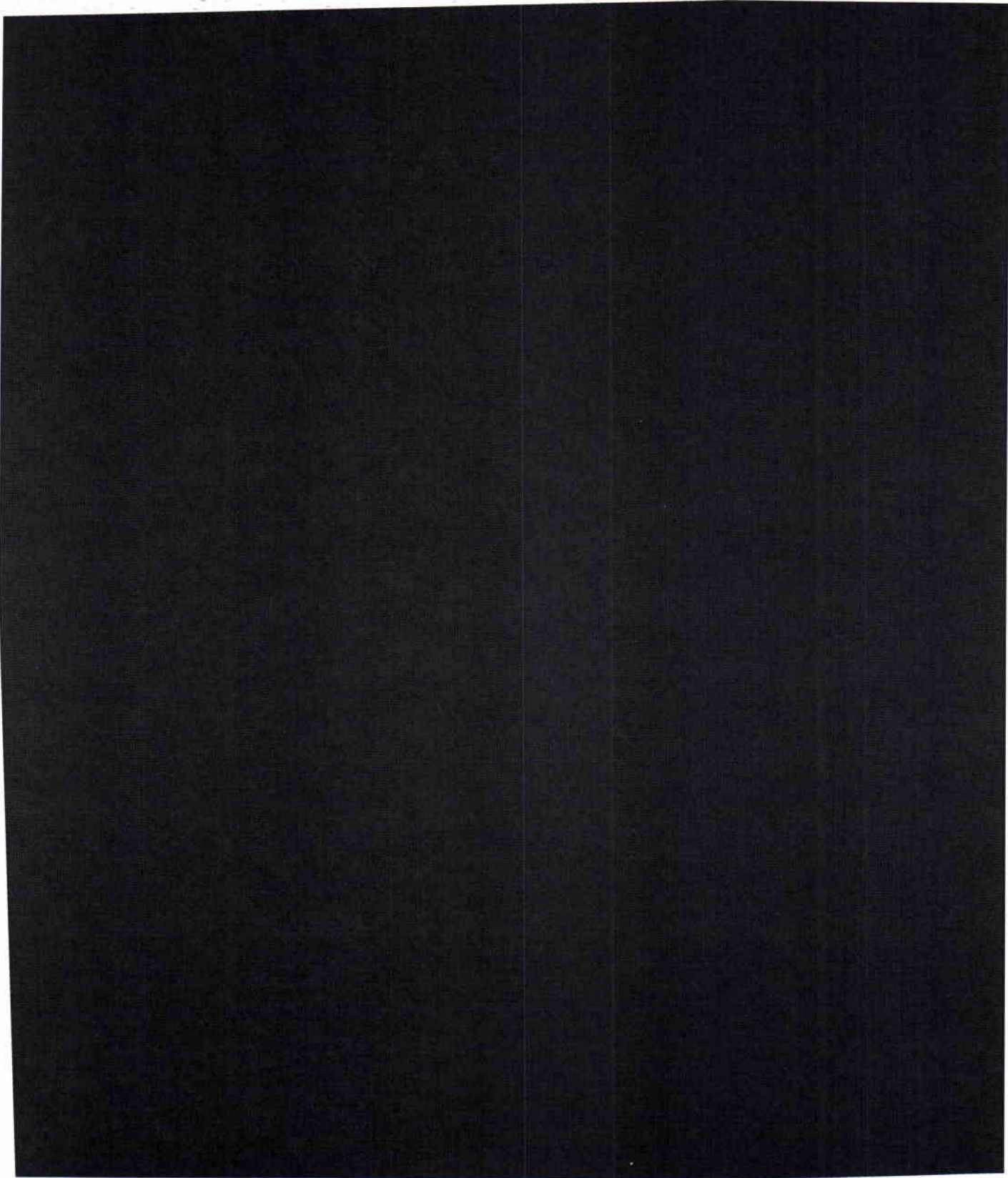
**Signature of Authorized Agent or Officer**

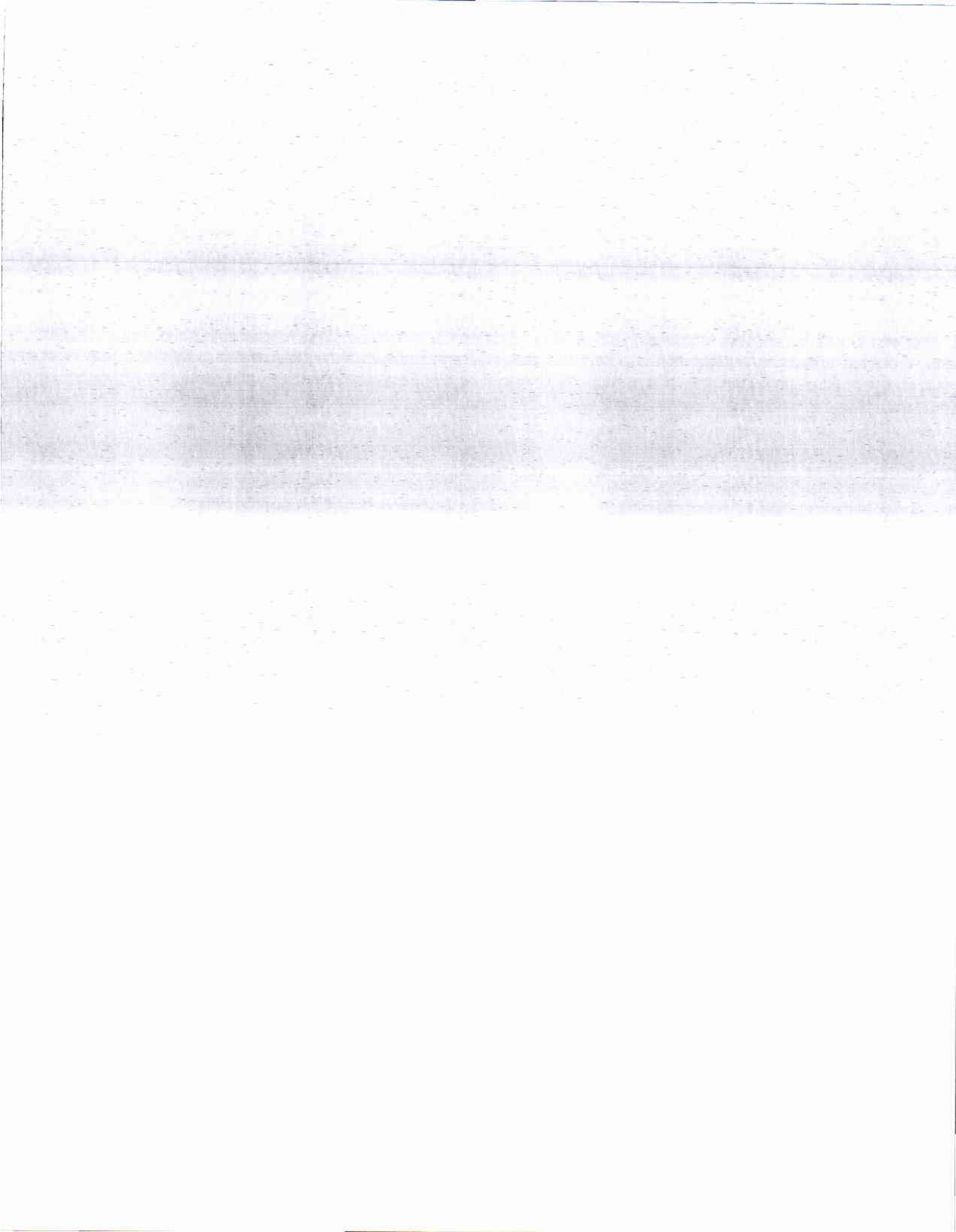
---

**Date**

PLEASE MARK ENVELOPE: RFP # 27-20







**EXHIBIT 3**  
**Byrd Anti-Lobbying Certification Form**



## CERTIFICATIONS AND REPRESENTATIONS (CONTRACT FUNDS)

### 1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

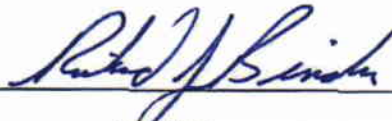
(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: \_\_\_\_\_



COMPANY NAME: \_\_\_\_\_

STANTEC CONSULTING SERVICES INC.

DATE: \_\_\_\_\_

10/1/2021

### 2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)

For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that—

The Offeror and/or any of its Principals—

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the CLIENT if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the CLIENT may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the CLIENT, the CLIENT may terminate the contract resulting from this solicitation for default.

SIGNATURE: \_\_\_\_\_



COMPANY NAME: STANTEC CONSULTING SERVICES INC. \_\_\_\_\_

DATE: \_\_\_\_\_

10/1/2021

**EXHIBIT 4**  
**Insurance Certificates**





# CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)  
10/15/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|  |  |                                      |               |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
|--|--|--------------------------------------|---------------|--|-------|---|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| <b>PRODUCER</b> Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000              | <b>CONTACT NAME:</b><br><b>PHONE (A/C No. Ext):</b> _____ <b>FAX (A/C No):</b> _____<br><b>E-MAIL ADDRESS:</b> _____<br><br><table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center; border: none;"><b>NAIC #</b></td> </tr> <tr> <td style="border: none;"><b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company</td> <td style="border: none; text-align: right;">22276</td> </tr> <tr> <td style="border: none;"><b>INSURER B:</b> Travelers Property Casualty Co of America</td> <td style="border: none; text-align: right;">25674</td> </tr> <tr> <td style="border: none;"><b>INSURER C:</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER D:</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER E:</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER F:</b></td> <td style="border: none;"></td> </tr> </table> | <b>INSURER(S) AFFORDING COVERAGE</b> | <b>NAIC #</b> | <b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company | 22276 | <b>INSURER B:</b> Travelers Property Casualty Co of America | 25674 | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>   | <b>NAIC #</b>  |                                      |               |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company   | 22276  |                                      |               |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> Travelers Property Casualty Co of America  | 25674  |                                      |               |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>  |  |                                      |               |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>  |  |                                      |               |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>  |  |                                      |               |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>  |  |                                      |               |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b><br>1415077 STANTEC CONSULTING SERVICES INC.<br>370 INTERLOCKEN BOULEVARD, SUITE 300<br>BROOMFIELD CO 80021-8012 |  |                                      |               |  |       |   |       |                   |  |                   |  |                   |  |                   |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 17948994      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR    | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|-------------|--|-----------|----------|--|-------------------------|-------------------------|--|
| A           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CONTRACTUAL/CROSS<br><input checked="" type="checkbox"/> XCU COVERED<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | N         | N        | 47-GLO-307584  | 5/1/2021                | 5/1/2022                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000<br>\$ |
| B<br>B<br>B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> OTHER:   | N         | N        | TC2J-CAP-8E086819 (AOS)<br>TJ-BAP-8E086820<br>TC2J-CAP-8E087017 (NJ) | 5/1/2021                | 5/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX  |
| A           | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED: _____ RETENTION \$: _____  | N         | N        | 47-UMO-307585  | 5/1/2021                | 5/1/2022                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$ XXXXXXXX  |
| B<br>B<br>B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      | UB-3P635310 (AOS)<br>UB-3P533004 (MA, WI)<br>EXCEPT FOR OH ND WA WY  | 5/1/2021                | 5/1/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 PROJECT NAME: CITY OF PEORIA BROWNFIELD ENVIRONMENTAL CONSULTANT #27-20.

**CERTIFICATE HOLDER**

**CANCELLATION**    See Attachments

|  |   |
|--|---|
| 17948994<br>CITY OF PEORIA<br>419 FULTON STREET, ROOM 108<br>PEORIA IL 61602 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><div style="text-align: center; margin-top: 10px;"> </div> |
|--|---|

Attachment Code: D564542 Master ID: 1415077, Certificate ID: 17948994

Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City, MO 64112

STANTEC CONSULTING SERVICES INC.; 1415077



**17948994**  
CITY OF PEORIA  
419 FULTON STREET, ROOM 108,  
PEORIA, IL 61602

**Dear Valued Client:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **17948994**. **You must reference this Certificate ID number in order for us to complete this process.**

- ◆ **Certificate ID: 17948994**
- ◆ **Email: [kctsu@lockton.com](mailto:kctsu@lockton.com)**
- ◆ **Subject Line: TSU E-Delivery**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

**NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.**

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies  
Technical Services Unit**

## Notification to Others of Cancellation

| Policy No.    | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l Prem | Return Prem. |
|---------------|-------------------|-------------------|-------------------|--------------|------------|--------------|
| 47-GLO-307584 | 5/1/2021          | 5/1/2022          |                   |              |            |              |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

| SCHEDULE  |                        |
|---|------------------------|
| Name and Address of Other Person(s) / Organization(s):        | Number of Days Notice: |
| Those persons and organizations as stated in a certificate of | 30                     |
| Insurance, on file with the insurer, as of the date of        |                        |
| Cancellation.   |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |

All other terms and conditions of this policy remain unchanged.



**POLICY NUMBER:** TC2J-CAP-8E086819 (AOS); TJ-BAP-8E086820; TC2J-CAP-8E087017  
(NJ)

IL T4 00 12 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ENTITY - NOTICE OF  
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

**SCHEDULE**

**CANCELLATION  
30**

**NUMBER OF DAYS NOTICE OF CANCELLATION:**

**NONRENEWAL  
NONRENEWAL: 30**

**NUMBER OF DAYS NOTICE OF**

**PERSON OR ORGANIZATION: Where Required By Written Contract**

**ADDRESS:**

**PROVISIONS:**

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

**IL T4 00 12 09**

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 06 R3 (00)**

**POLICY NUMBER: UB-3P635310 (AOS); UB-3P533004 (MA, WI)**

**NOTICE OF CANCELLATION  
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX - CONDITIONS:**

**Notice of Cancellation To Designated Persons Or Organizations**

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, delivery or otherwise notify such designated person or organization of the cancellation.

**SCHEDULE**

**Name and Address of Designated Persons or Organizations:**

WHERE REQUIRED BY WRITTEN CONTRACT.

**Number of Days Notice: 30**

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY)

10/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b> Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000              | <b>CONTACT NAME:</b><br>_____<br><b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____<br><b>E-MAIL ADDRESS:</b><br>_____   |                               |        |  |       |   |       |             |  |             |  |             |  |             |
|--|--|-------------------------------|--------|--|-------|---|-------|-------------|--|-------------|--|-------------|--|-------------|
|  | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER B : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Berkshire Hathaway Specialty Insurance Company | 22276 | INSURER B : AIG Specialty Insurance Company | 26883 | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |  |       |   |       |             |  |             |  |             |  |             |
| INSURER A : Berkshire Hathaway Specialty Insurance Company   | 22276  |                               |        |  |       |   |       |             |  |             |  |             |  |             |
| INSURER B : AIG Specialty Insurance Company  | 26883  |                               |        |  |       |   |       |             |  |             |  |             |  |             |
| INSURER C :  |  |                               |        |  |       |   |       |             |  |             |  |             |  |             |
| INSURER D :  |  |                               |        |  |       |   |       |             |  |             |  |             |  |             |
| INSURER E :  |  |                               |        |  |       |   |       |             |  |             |  |             |  |             |
| INSURER F :  |  |                               |        |  |       |   |       |             |  |             |  |             |  |             |
| <b>INSURED</b><br>1414100 STANTEC CONSULTING SERVICES INC.<br>370 INTERLOCKEN BOULEVARD, SUITE 300<br>BROOMFIELD CO 80021-8012 |  |                               |        |  |       |   |       |             |  |             |  |             |  |             |

**COVERAGES**      **CERTIFICATE NUMBER:** 17948999      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD   | SUBR WVD | POLICY NUMBER                        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|---|----------|--------------------------------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: _____ |   |          | NOT APPLICABLE                       |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX<br>MED EXP (Any one person) \$ XXXXXXXX<br>PERSONAL & ADV INJURY \$ XXXXXXXX<br>GENERAL AGGREGATE \$ XXXXXXXX<br>PRODUCTS - COMP/OP AGG \$ XXXXXXXX<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |   |          | NOT APPLICABLE                       |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |   |          | NOT APPLICABLE                       |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A      | NOT APPLICABLE                       |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX   |
| A        | Professional Liab   | N   | N        | 47-EPP-308810<br>NO RETROACTIVE DATE | 10/1/2021               | 10/1/2022               | \$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS   |
| B        | Contractors Pollution Liab  |   |          | CPO8085428                           | 10/1/2021               | 10/1/2023               | \$3,000,000 PER LOSS/AGG   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 PROJECT NAME: CITY OF PEORIA BROWNFIELD ENVIRONMENTAL CONSULTANT #27-20.

**CERTIFICATE HOLDER**

17948999  
 CITY OF PEORIA  
 419 FULTON STREET, ROOM 108  
 PEORIA IL 61602

**CANCELLATION** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Policy No: 47-EPP-308810 , NO RETROACTIVE DATE**

**Named Insured: See Attached Certificate**

**PROFESSIONAL LIABILITY  
NOTICE OF CANCELLATION FOR THIRD PARTIES**

**This contract is amended as follows:**

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement:

(1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.

# **EXHIBIT 5**

**EEO Certificate of Compliance**



PURCHASING DIVISION

## **ANNUAL CERTIFICATE OF COMPLIANCE**

**This is to certify Santec Consulting Services Inc. submitted an Employer Report Form (CC1) and other necessary documents satisfactory to the City of Peoria, Office of Equal Opportunity. The above named Company is hereby approved to contract with the City of Peoria and the County of Peoria for a period of one year.**

**If the information submitted by the Company concerning its Affirmative Action/Equal Employment as well as State and Federal mandates, has been declared false information, through an investigation, such false information shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further contracts for a period of up to one year.**

**Dated this 29<sup>th</sup> day of January, 2021**

**Expires this 31<sup>st</sup> day of March, 2022**

**EEO Certification Number:**

**03238-220331**



**Chris Switzer  
Purchasing Manager**

### ***EEO CERTIFICATION FORMS NOW AVAILABLE ONLINE!***

Visit City of Peoria website at [www.ci.peoria.il.us](http://www.ci.peoria.il.us). Click Government, Click Departs A-G, Click Equal Opportunity then Click Forms and select the appropriate form. Please utilize this convenient process.



City Hall Building  
419 Fulton Street Rm. 108  
Peoria, Illinois 61602  
VOICE (309) 494-8507  
FAX (309) 494-8510