

## PROFESSIONAL SERVICES CONTRACT FOR 240223-SK BROWNFIELD IDENTIFICATION AND ASSESSMENT

THIS CONTRACT is being entered into, effective as of \_\_\_\_\_, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Stantec Consulting Services Inc., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Nevada, having its principal office at 6111 South Buffalo Drive Suite 200, Las Vegas, NV 89113 .

### SECTION A – Contract Overview

#### A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

<b>(a) Contract Synopsis</b> The legally binding Scope of Work is more fully defined in Section C	Preparation of Public Involvement Plan (PIP) outlining methods for effective engagement, forming a Brownfield Advisory Committee (BAC), Conduct Phase I Environmental Site Assessments (ESA), Conduct Phase II Environmental Site Assessments (ESA) including environmental sampling and analysis related to potential environmental concerns, and Prepare a Project-wide Quality Assurance Project Plan (QAPP) and site-specific Health & Safety Plans (HASPs) for on-site environmental investigatory work. Additionally, the Consultant will Prepare Analysis of Brownfields Clean-Up Alternative (ABCA) reports, including cleanup cost estimates, reuse options, conceptual designs, and market analysis to evaluate reuse options.		
<b>Performance Dates</b> The Performance Period is more fully defined in Section A-2	<b>Award Date</b> See first paragraph	<b>Expiration Date</b> 12/31/2026	<b>This space intentionally left blank</b>
<b>Contract Type</b> As defined in Section B-1	The contract type is firm fixed price.		
<b>Contract Amount</b> This Not-to-Exceed Amount is subject to Section C-2	Not-to exceed \$ 437,877.25.		

(b)	<b>Contract Exhibits / Attachments</b> The following documents are hereby incorporated into this Contract	
	Exhibit A – Scope of Work	Exhibit B – Fees
	Exhibit C - Excerpted Proposal-Work Plan	Attachment 1 - Certificate of Disclosure

<b>(c) City Project Manager</b> Per Section D-4, (a)	<b>Name</b> Melanie Riley	<b>Phone</b> 702-229-2381	<b>Email</b> mriley@LasVegasNevada.GOV
<b>Company Representative</b> Per Section D-4, (b)	<b>Name</b> Leonard Farr Jr., RG, LG	<b>Phone</b> 503 220-5443	<b>Email</b> Leonard.Farr@stantec.com

<b>(d) City Legal Notice Representative</b> per Section E-1			
<b>Company Legal Notice Representative</b> Per Section E-1	<b>Name &amp; Title</b> Leonard Farr Jr., RG, LG	<b>Address</b> 6111 South Buffalo Drive Suite 200 Las Vegas, NV 89113	<b>Email</b> Leonard.Farr@stantec.com

**A-2 Performance Period [CAO-12/30/2020]**

- (a) The performance period commences on the Award Date and continues through the Expiration Date.
- (b) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

**SECTION B – Basic Terms****B-1 Definitions [CAO-08/28/19]**

The following definitions apply to this Contract:

- (a) *“Award Date”* means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) *“Contract”* means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.
- (c) *“Contract Amount”* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) *“Deliverable”* means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (e) *“Fixed Fee Contract”* means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company’s cost experience in performing the Contract.

**SECTION C – Scope of Work****C-1 Scope of Work**

- (a) Services will be provided in accordance with the Scope of Work attached as “Exhibit A”

**C-2 Deliverables/Schedule/Fees**

- (a) Deliverables will be provided in accordance with the Excerpted Proposal-Work Plan attached as “Exhibit C”
- (b) The City will pay the amounts set forth in “Exhibit B”, not to exceed the “Contract Amount” in Section A-1 (a). Services exceeding the “Contract Amount” shall be accomplished through a Contract Modification per Section E-13 Modification/Amendment.

**SECTION D – Special Conditions****D-1 Payment [CAO-4.2020]**

- (a) Payment: Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, “Invoices”.
- (b) Reimbursable Travel Expenses: There are no reimbursable travel expenses authorized or payable under this Contract.

**D-2 RESERVED****D-3 Invoices [CAO-9/2020]**

- (a) The Company will timely submit a detailed invoice to the City within sixty (60) days upon completion of Deliverables, in accordance with Section C-2, “Deliverables/Schedule/Pricing”. Each invoice shall contain the following information:
  - (i) the date of the invoice and invoice number;

- (ii) the Purchase Order number;
  - (iii) the Contract Item against which charges are made; and
  - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

**The Company shall submit the original invoice to:**

Department of Finance  
ATTN: Accounts Payable  
City of Las Vegas  
495 South Main Street, 4<sup>th</sup> Floor  
Las Vegas, NV 89101–2986

- (c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:
- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
  - (ii) copy of the applicable Deliverable associated with the invoice
- (d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

**D-4 Project Manager/Company Representative [CAO-8/28/19]**

- (a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

**D-5 Insurance [CAO-03/31/2022]**

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite

workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

- (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
- (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
- (iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the

breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

#### **D-6 Warranty – Services [CAO-3/31/2022]**

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

#### **D-7 Holidays/Weekends [CAO-01/20/16] R**

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday  
 President's Day  
 Memorial Day  
 Juneteenth  
 Independence Day  
 Labor Day  
 Nevada Admission Day  
 Veterans Day  
 Thanksgiving Day and Friday After  
 Christmas Day  
 New Year's Day

#### **D-8 RESERVED**

### **SECTION E – General Conditions**

#### **E-1 Legal Notice [CAO-4/2020]**

- (a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:

Manager, Purchasing and Contracts  
 City of Las Vegas  
 495 South Main Street, 4th Floor  
 Las Vegas, Nevada 89101-2986  
 Fax: (702) 384-9964  
 Email: [purchasing@lasvegasnevada.gov](mailto:purchasing@lasvegasnevada.gov)

FOR THE COMPANY: As Noted in Section A-1 (d) of the Contract:

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

## **E-2 Disputes [CAO-4/2020]**

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

## **E-3 Notice of Delay [CAO-01/20/16]**

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

## **E-4 Termination for Convenience [CAO-08/22/2019]**

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

## **E-5 Event of Default [CAO-12/30/2020]**

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes

an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

#### **E-6 Termination for Default [CAO-4/2020]**

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

#### **E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]**

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

#### **E-8 Changes - Fixed-Price Services [CAO-4/2020]**

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
  - (i) Description of services to be performed
  - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.
- (d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

#### **E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]**

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

#### **E-10 Order of Precedence [CAO-7/24/08]**

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

#### **E-11 Severability [CAO-7/24/08]**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

#### **E-12 Waiver [CAO-7/24/08]**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

#### **E-13 Modification/Amendment [CAO-7/24/08]**

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

#### **E-14 Assignment [CAO-7/24/08]**

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

#### **E-15 Indemnification [CAO-4/2020]**

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and



consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

#### **E-16 Patent Indemnity [CAO-12/30/2020]**

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

#### **E-17 Audit of Records [CAO-5/2/12]**

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to

remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

#### **E-18 Confidentiality – City Information [CAO-4/2020]**

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

#### **E-19 Marketing Restrictions [CAO-4/2020]**

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

#### **E-20 Intellectual Property Rights [CAO-4/2020]**

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

#### **E-21 Taxes/Compliance with Laws [CAO-08/01/13]**

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

**E-22 Licenses/Registrations [CAO-01/20/16]**

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

**E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]**

- (a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.
- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement 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.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

**E-24 Employment of Unauthorized Aliens [CAO-01/20/16]**

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

**E-25 Conforming Services [CAO-4/2020]**

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

**E-26 Independent Contractor [CAO-4/2020]**

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]**

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

**E-28 Conflict of Interest (City Officials) [CAO-4/2020]**

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

**E-29 Public Records [CAO-5/2/12]**

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

**E-30 Use By Other Government Entities [CAO-01/20/16]**

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

**E-31 Certification – No Israel Boycott [CAO–4/2020]**

*(Applicable to contracts with an estimated annual amount over \$100,000)*

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

“Boycott of Israel” means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

“Company” means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

**E-32 Counterpart Signatures [CAO-08/11/2022]**

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

**E-33 Miscellaneous [CAO – 4/2020]**

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

**E-34 Federal Requirements**

The Company hereby covenants and agrees to comply with all said Federal requirements, at all times during the term of this Contract, including without limitation the following:

- (a) EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b)). Applies to construction contracts in excess of \$10,000 which are funded in whole or in part with Federal funds.
- (b) COPELAND ANTI-KICKBACK ACT (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". Applies to construction contracts in excess of \$2,000 which are paid in whole or in part with Federal funds. The provisions of the Copeland AntiKickback Act do not apply to this Contract.
- (c) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). Applies to contracts in excess of \$100,000 that involve the employment of mechanics and laborers. The provisions of the Contract Work Hours and Safety Standards Act do not apply to this Contract.
- (d) CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Applies to contracts and subcontracts awarded over \$150,000.

The Company shall 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. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (e) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Applies to persons, small business or nonprofit organizations awarded contracts for the performance of experimental, developmental, or research work which are funded in whole or in part with Federal funds.

The Company must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the City.

- (f) SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Company is required to verify that none of the Company's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Company must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Company agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Company further agrees to include a provision requiring such compliance in its lower tier covered transactions.

.(g) BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Companies who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

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Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.

If any funds other than 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 in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:

Leonard Farr Jr.

C0A53722F8004F2

Signature of Contractor's Authorized Official

Leonard Farr Jr.

Principal

Name and Title of Contractor's Authorized Official

1/29/2025 | 5:50 PM PST

Date

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

<b>CITY OF LAS VEGAS</b>	<b>STANTEC CONSULTING SERVICES INC.</b>
	Signed by:
	<i>Leonard Farr Jr.</i> 1/29/2025   5:50 PM PST
Signature	Signature
Date	Date
	Leonard Farr Jr.
Printed Name	Printed Name
	Principal
Title	Title

ATTEST:

LuAnn D. Holmes, MMC	Date
City Clerk	

APPROVED AS TO FORM:

DocuSigned by:	
<i>James B. Lewis</i> 1/29/2025   4:37 PM PST	
DD1EE26948C64F0...	
Deputy City Attorney	Date
James B. Lewis	
Printed Name	



**EXHIBIT A - SCOPE OF WORK****A. Overview**

A priority of the City of Las Vegas (City) is to revitalize underserved, environmental justice (EJ) neighborhoods to address the economic blows of the Great Recession and COVID-19. The City received an Environmental Protection Agency (EPA) Brownfields Community Assessment Grant to address brownfields with an emphasis on two Target Areas (TA): the Historic Westside Neighborhood and the Neighborhood Revitalization Strategy Area (NRSA), formerly known as the Rafael Rivera Neighborhood. The target areas (Historic Westside and Rafael Rivera Neighborhood/East Las Vegas Neighborhood Revitalization Strategy Area) will be prioritized because their use is anticipated to promote dense, centralized, infill development in historically underserved communities.

**Glossary of Terms**

The following terms are used throughout this document:

1. "AAI" will mean All-Appropriate Inquiry
2. "ABCA" Analysis of Brownfields Clean-up Alternative
3. "ACRES" will mean Assessment, Cleanup & Redevelopment Exchange System
4. "ASTM" will mean American Society for Testing and Materials
5. "BAC" will mean Brownfield Advisory Committee
6. "CFR" will mean Code of Federal Regulation
7. "CITY" will mean the City of Las Vegas
8. "DB" will mean Davis Bacon
9. "DBE" will mean Disadvantage Business Enterprise
10. "DBRA" will mean Davis Bacon Related Act
11. "DNS" will mean City of Las Vegas Department of Neighborhood Services
12. "EJ" will mean Environmental Justice
13. "EPA" will mean Environmental Protection Agency
14. "ESA" will mean Environmental Site Assessments
15. "HASP" will mean Health & Safety Plan
16. "MBE/WBE" will mean Minority Business Enterprise/Women-Owned Business Enterprise
17. "NRSA" will mean Neighborhood Revitalization Strategy Area
18. "OFFERER" will mean any respondents to this application including all members of the development team.
19. "PIP" will mean Public Involvement Plan
20. "QAPP" will mean Quality Assurance Project Plan
21. "QPR" will mean Quarterly Progress Reports
22. "TA" will mean Target Area
23. "U.S.C" will mean United States Code

**B. Background**

Brownfields are impacting health, welfare, and economic opportunity throughout the City and in the target areas outlined above, which are home to a large proportion of the City's minority residents. Brownfields challenges faced by communities of color in Las Vegas are compounded by poverty, worsening air quality, and heat islands associated with the high number of busy paved roads and changes in climate. Unknown environmental conditions are hindering the reuse of land that could be redeveloped with new businesses/jobs, affordable housing, healthy food, recreational opportunities, community gardens, and greenspaces. This project is anticipated to result in redevelopment in the target areas previously identified, as well as in other areas throughout the City. Redevelopment is anticipated to relieve economic pressure from residents by creating more affordable housing options and alleviating unemployment by creating new jobs. In addition, this project will facilitate the creation and reactivation of greenspaces, providing opportunities for recreation and relief from heat island effects.

The identification of brownfields plays a key role in maximizing redevelopment opportunities to encourage private investment and transform blighted, vacant, and/or underutilized areas into thriving communities. The City's redevelopment strategy focuses on infill, mixed-use, and transit-oriented development designed to attract patrons to previously underinvested communities while providing more housing and economic opportunities.

**C. Scope of Services****1. Community Outreach**

- A. Preparation of Public Involvement Plan (PIP) outlining methods for effective engagement, including assisting with developing material and implementing community meetings and presentations. Assist the City with forming a Brownfield Advisory Committee (BAC), which will include quarterly meetings. Coordinate meetings with property owners to encourage participation with the project. The Contractor will solicit, consider, and respond to community input throughout the project.

**2. Assessment Work**

- A. Conduct Phase I Environmental Site Assessments (ESA) to document the potential for contamination due to site use and/or contamination from nearby properties. Phase II ESA's are to be conducted in accordance with the All- Appropriate Inquiry (AAI) ASTM Standard E.1527-21 Final Rule.
- B. Conduct Phase II Environmental Site Assessments (ESA) including environmental sampling and analysis related to potential environmental concerns. Phase II ESA's will comply with the ASTM E.1903-19 Standard Industry Practice.
- C. Prepare a Project-wide Quality Assurance Project Plan (QAPP) and site-specific Health & Safety Plans (HASPs) for on-site environmental investigatory work.

**3. Cleanup and Reuse Planning**

- A. Prepare Analysis of Brownfields Clean-Up Alternative (ABCA) reports, including cleanup cost estimates, reuse options, conceptual designs, and market analysis to evaluate reuse options.

**4. General Administration**

- A. Prepare Quarterly Progress Reports (QPRs) and Final Closeout Report
- B. Provide EPA Assessment, Cleanup, & Redevelopment Exchange System (ACRES) database updates
- C. Prepare Minority Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) businesses for the Disadvantaged Business Enterprise (DBE) program

### EXHIBIT B - FEES

<b><u>Task / Phase</u></b>	<b><u>Price</u></b>	<b><u>Assumptions</u></b>
<b>Task 1: Project Management</b>	<b>\$ 21,995.00</b>	Assumes no more than 12 quarterly progress reports, 3 annual DBE forms, assistance with 3 annual FFR forms, and 1 close-out report. Also assumes no more than 10 ACRES profiles.
<b>Task 2: Community Outreach</b>	<b>\$ 30,948.00</b>	1. Help convene the BAC and facilitate quarterly meetings which may be virtual, in person, or hybrid. 2. Prepare a project PIP. 3. Plan and facilitate four brownfield programs community engagement events including preparing presentations and facilitating events. 4. Preparing engagement materials and content such as fact sheets, press releases, webpage content, and social media posts.
Task 3A: QAPP Preperation	\$ 4,976.00	Prepared by Stantec using other EPA approved QAPPs as template (assumes no substantial changes to previously approved QAPPs are required).
Task 3B: Phase 1 ESA Cost Estimate	\$ 49,880.00	Assumes 10 Phase I ESAs will be completed at an average cost of \$4,988 each. Also assumes: 1. Subject Property is 5 acres or smaller in size. 2. No more than two prior environmental reports exist. 3. Number of environmental records for Subject Property and vicinity is "moderate".
Task 3C: Regulated Building Material Survey	\$ 13,695.50	1. Field sampling activities require one day (8 hours) to complete. 2. Includes testing of 40 building material samples for asbestos by PLM. 3. Includes testing of 5 building material samples for lead by EPA 7000B. 4. Includes SAP and HASP preparation.
Task 3D: Phase II ESA Cost Estimate	\$ 181,494.25	Assumes seven Phase II ESAs will be completed at an average cost of \$25,927.75. Also assumes: 1. Sampling activities require one day (8 hours) to complete. 2. Includes SAP and HASP preparation.
<b>Task 3 Subtotal</b>	<b>\$ 250,045.75</b>	
Task4A: Remedial Planning (ABCA)	\$ 14,044.00	Assumes two ABCAs will be completed at an average cost of \$7,022 each. Assumes a moderate level of complexity.
Task 4B: Site Specific Reuse Plan	\$ 45,865.50	Assumes three site-specific reuse plans completed at an average price of \$15,288.50 each. Assumes a moderate level of complexity.
Task 4C: Area Wide Plan	\$ 74,979.00	Assumes two area wide plans completed at an average cost of \$37,489.50 each. Assumes an area no larger than 10 acres, and a low level of complexity.
<b>Task 3 Subtotal</b>	<b>\$ 134,888.50</b>	
<b>Total</b>	<b>\$ 437,877.25</b>	

## **EXHIBIT C - EXCERPTED PROPOSAL**

## Section 3: Pricing Proposal

This section provides our itemized pricing proposal for the City of Las Vegas EPA Brownfield Assessment Grant project. Our work scope includes the same type and number of work activities and deliverables listed in the City’s fiscal year 2022 brownfield grant application, except that we have added completing two Regulated Building Materials Surveys as they are a common and useful work activity completed within EPA Brownfield Grant programs.

The cost of individual work items we will deliver under the Assessment and Cleanup/Reuse Planning tasks is difficult to predict in advance for EPA Brownfield Community-Wide Assessment Grants, as the scope of work activities and the sites at which work is to be performed have not yet been determined. To provide a useful budget at this stage, we have assumed that the number and types of deliverables such as Phase I and II ESAs we will produce for the project will align with the City’s grant application and RFP, and that the complexity of project sites will be average. The numbers of Assessment and Cleanup/Reuse Planning deliverables assumed in our project budget are provided below:

- One Quality Assurance Project Plan
- 10 Phase I ESAs
- Seven Phase II ESAs
- Two Regulated Building Material Surveys
- Two Analysis of Brownfield Cleanup Alternatives
- Three Site Specific Reuse Plans
- Two Area Wide Plans

We cannot guarantee that individual sub-task costs will be entirely consistent with the budget breakdown provided in the table on the following page; however, we will not exceed the task budgets in the table below without prior authorization from you. We will discuss the project budget status with you at our monthly project updates so that the team is informed as the project progresses and we can make adjustments as appropriate.

The total contractual budget indicated in the City’s brownfield grant application is **\$495,000**. Our estimated cost to complete the scope of work described in the City’s RFP and brownfield grant application (plus two Regulated Building Material Surveys) is **\$437,877.25**. The difference between our cost estimate and the brownfield grant application contractual budget is **\$57,122.75**. The City has options for using this additional EPA funding, which may include:

1. Completing additional projects (for example, Phase I ESAs, Regulated Building Material Surveys, Phase II ESAs, etc.).
2. Reallocate this additional contractual budget to cover some or all of City costs to administer its brownfield grant. Referred to as “personnel and fringe”, it is common for grantees to use a portion of grant funding for this purpose. This option would require EPA approval as personnel and fringe budget was not included in the City’s brownfield grant application.
3. Additional travel to regional or national conferences relevant to brownfield revitalization.



📍 The Christensen Home, One of the Oldest Homes in Las Vegas, NV

Item	Unit Rate / Cost		Task 1 - Project Management			Task 2 - Outreach			Task 3 - Phase I and II ESAs			Task 4 - Planning			Total Budget	
	Personnel	Hourly Rate	Hours	Cost Est.	Hours	Cost Est.	Hours	Cost Est.	Hours	Cost Est.	Hours	Cost Est.	Hours	Cost Est.	Cost Est.	Cost Est.
Leonard Farr, RG, LG																
	Cary Baird, PLA, CLARB	\$231.00	0	-	0	-	0	-	0	-	28	\$924.00	4	\$924.00	\$17,787.00	
	Carrie Rackey	\$205.00	44	\$9,020.00	20	\$4,100.00	12	\$2,460.00	0	-	0	-	0	-	\$15,580.00	
	Rhonda Bell, AICP	\$196.00	0	-	0	-	0	-	0	-	0	-	98	\$19,208.00	\$19,208.00	
	Marty Minter, CEM, RG, PG, GISP	\$196.00	0	-	0	-	0	-	20	\$3,920.00	0	-	0	-	\$3,920.00	
	Matt Grandjean, CEM	\$196.00	0	-	0	-	0	-	60	\$11,760.00	44	\$8,624.00	0	-	\$20,384.00	
	Senior Chemist	\$196.00	0	-	0	-	0	-	12	\$2,352.00	0	-	0	-	\$2,352.00	
	Cameron Arizmendez, PLA	\$187.00	0	-	0	-	0	-	0	-	303	\$56,661.00	0	-	\$56,661.00	
	Senior Engineer	\$181.00	0	-	0	-	0	-	0	-	20	\$3,620.00	0	-	\$3,620.00	
	Matt Hammond	\$163.00	0	-	0	-	0	-	498	\$81,092.50	0	-	0	-	\$81,092.50	
	Senior Environmental Scientist	\$163.00	0	-	0	-	0	-	30	\$4,890.00	0	-	0	-	\$4,890.00	
	Senior Planner	\$163.00	0	-	0	-	0	-	0	-	220	\$35,860.00	0	-	\$35,860.00	
	Project Administrator	\$146.00	24	\$3,504.00	0	-	59	\$8,614.00	6	\$876.00	0	-	0	-	\$12,994.00	
	Eileen Christensen, CFM	\$213.00	0	-	0	-	14	\$2,982.00	0	-	0	-	0	-	\$2,982.00	
	Erika Balderson	\$173.00	0	-	0	-	8	\$1,384.00	0	-	0	-	0	-	\$1,384.00	
	Stefanie Costa Rica, CEM	\$154.00	0	-	0	-	10	\$1,540.00	0	-	0	-	0	-	\$1,540.00	
	Alana Holt-Hall	\$127.00	0	-	0	-	90	\$11,430.00	0	-	0	-	0	-	\$11,430.00	
	Giavanna Fernandez	\$127.00	0	-	0	-	60	\$7,620.00	0	-	0	-	0	-	\$7,620.00	
	Aurelia Walsh	\$127.00	0	-	0	-	72	\$9,144.00	0	-	0	-	0	-	\$9,144.00	
	Bill Marion	\$220.00	0	-	50	\$11,000.00	0	-	0	-	0	-	0	-	\$11,000.00	
	Gaby Rodriguez	\$182.00	0	-	82	\$14,924.00	0	-	0	-	0	-	0	-	\$14,924.00	
	Labor Subtotal		109	\$21,995.00	156	\$30,948.00	973	\$155,656.50	733	\$134,551.00					\$343,150.50	

Other Expenses		Unit Cost	Units	Cost Est.	Units	Cost Est.	Units	Cost Est.	Units	Cost Est.
Env. Database Report		\$400.00	0	-	0	-	10	\$4,000.00	0	-
Mileage		\$0.675	0	-	0	-	950	\$641.25	500	\$337.50
RBM Contract Laboratory		\$924.00	0	-	0	-	2	\$1,848.00	0	-
Drilling / Locate Services		\$7,900.00	0	-	0	-	7	\$55,300.00	0	-
ESA2 Contract Laboratory		\$4,200.00	0	-	0	-	7	\$29,400.00	0	-
Equipment / Consumables		\$200.00	0	-	0	-	16	\$3,200.00	0	-
Other Expenses Subtotal				\$21,995.00		\$30,948.00		\$94,389.25		\$337.50
TOTAL				\$21,995.00		\$30,948.00		\$250,045.75		\$134,888.50
								\$94,726.75		\$437,877.25

\* Billing rates subject to an annual increase

## EPA Brownfield Grant - QAPP Preparation

Stantec Cost Estimate			
Personnel	Rate	Unit	Cost
Carrie Rackey	\$205.00	2	\$410.00
Senior Chemist	\$196.00	12	\$2,352.00
Matt Hammond	\$163.00	10	\$1,630.00
Project Administrator	\$146.00	4	\$584.00
TOTAL			\$4,976.00

## EPA Brownfield Grant - Phase 1 ESA Cost Estimate

Stantec Cost Estimate			
Personnel	Rate	Unit	Cost
Carrie Rackey	\$205.00	2	\$410.00
Matt Grandjean, CEM	\$196.00	2	\$392.00
Senior Env. Scientist	\$163.00	6	\$978.00
Matt Hammond	\$163.00	13.5	\$2,200.50
Project Administrator	\$146.00	4	\$584.00
Mileage	\$0.675	50	\$33.75
EDR	\$400.00	1	\$400.00
TOTAL EACH			\$4,998.25
Number of Projects		5	
TOTAL			\$24,991.25

BEC Environmental Cost Estimate			
Personnel	Rate	Unit	Cost
Eileen Christensen, CFM	\$213.00	2	\$426.00
Stefanie Costa Rica, CEM	\$154.00	2	\$308.00
Alana Holt-Hall	\$127.00	30	\$3,810.00
Giavanna Fernandez	\$127.00	30	\$3,810.00
Mileage	\$0.675	50	\$33.75
EDR	\$400.00	1	\$400.00
TOTAL EACH			\$4,977.75
Number of Projects		5	
TOTAL			\$24,888.75

Assumptions:

1. Subject Property is 5 acres or smaller in size.
2. No more than two prior environmental reports exist.
3. Number of environmental records for Subject Property and vicinity is "moderate".

## EPA Brownfield Grant - Regulated Building Material Survey

BEC Environmental Cost Estimate			
Personnel	Rate	Unit	Cost
Eileen Christensen, CFM	\$213.00	2	\$426.00
Erika Balderson	\$173.00	4	\$692.00
Aurelia Walsh	\$127.00	36	\$4,572.00
Mileage	\$0.675	50	\$33.75
RBM Contract Lab	\$924.00	1	\$924.00
Equipment Rental & Consumables	\$200.00	1	\$200.00
TOTAL EACH			\$6,847.75
Number of Projects		2	
TOTAL			\$13,695.50

Assumptions:

1. Field sampling activities require one day (8 hours) to complete.
2. Includes testing of 40 building material samples for asbestos by PLM.
3. Includes testing of 5 building material samples for lead by EPA 7000B.
4. Includes SAP and HASP preparation.

EPA Brownfield Grant -  
Remedial Planning (ABCA)

Stantec Cost Estimate				
Personnel	Rate	Unit	Cost	
Leonard Farr, RG, LG	\$231.00	2	\$462.00	
Matt Grandjean, CEM	\$196.00	22	\$4,312.00	
Senior Engineer	\$181.00	10	\$1,810.00	
Project Administrator	\$146.00	3	\$438.00	
TOTAL EACH			\$7,022.00	
Number of Projects		2		
TOTAL			\$14,044.00	

EPA Brownfield Grant -  
Phase II ESA Cost Estimate

Stantec Cost Estimate				
Personnel	Rate	Unit	Cost	
Leonard Farr, RG, LG	\$231.00	4	\$924.00	
Marty Winter, CEM, RG, PG, GISP	\$196.00	10	\$1,960.00	
Matt Grandjean, CEM	\$196.00	10	\$1,960.00	
Matt Hammond	\$163.00	60	\$9,780.00	
Project Administrator	\$146.00	5	\$730.00	
Labor Subtotal			\$13,394.00	

Mileage	\$0.675	50	\$33.75
Contract Lab	\$4,200.00	1	\$4,200.00
Drilling / Utility Locate / IDW Disposal	\$7,900.00	1	\$7,900.00
Equipment Rental & Consumables	\$400.00	1	\$400.00
Expense Subtotal			\$12,533.75

TOTAL EACH	\$25,927.75
Number of Projects	7
TOTAL	\$181,494.25

Assumptions:

1. Field sampling activities require one day (8 hours) to complete.
2. Includes SAP and HASP preparation.

Stantec Cost Estimate				
Personnel	Rate	Unit	Cost	
Cary Baird, PLA, CLARB	\$231.00	6	\$1,386.00	
Rhonda Bell	\$196.00	12	\$2,352.00	
Cameron Arizmendez, PLA	\$187.00	37	\$6,919.00	
Senior Planner	\$163.00	28	\$4,564.00	
Mileage	\$0.675	100	\$67.50	
TOTAL EACH			\$15,288.50	
Number of Projects		3		
TOTAL			\$45,865.50	



## Section 3: Pricing Proposal

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2. Reallocate this additional contractual budget to cover some or all of City costs to administer its brownfield grant. Referred to as “personnel and fringe”, it is common for grantees to use a portion of grant funding for this purpose. This option would require EPA approval as personnel and fringe budget was not included in the City’s brownfield grant application.
3. Additional travel to regional or national conferences relevant to brownfield revitalization.



The Christensen Home, One of the Oldest Homes in Las Vegas, NV

Item	Unit Rate / Cost		Task 1 - Project Management			Task 2 - Outreach			Task 3 - Phase I and II ESAs			Task 4 - Planning			Total Budget	
	Personnel	Hourly Rate	Hours	Cost Est.	Hours	Cost Est.	Hours	Cost Est.	Hours	Cost Est.	Hours	Cost Est.	Hours	Cost Est.	Cost Est.	Cost Est.
Leonard Farr, RG, LG																
Cary Baird, PLA, CLARB		\$231.00	41	\$9,471.00	4	\$924.00	28	\$6,468.00	4	\$924.00	4	\$924.00	4	\$924.00	\$17,787.00	
Cary Baird, PLA, CLARB																
Carrie Rackey		\$231.00	0	-	0	-	0	-	-	-	38	\$8,778.00	0	-	\$8,778.00	
Carrie Rackey																
Rhonda Bell, AICP		\$205.00	44	\$9,020.00	20	\$4,100.00	12	\$2,460.00	0	-	0	-	0	-	\$15,580.00	
Rhonda Bell, AICP																
Marty Minter, CEM, RG, PG, GISP		\$196.00	0	-	0	-	0	-	-	-	98	\$19,208.00	0	-	\$19,208.00	
Marty Minter, CEM, RG, PG, GISP																
Matt Grandjean, CEM		\$196.00	0	-	0	-	20	\$3,920.00	0	-	0	-	0	-	\$3,920.00	
Matt Grandjean, CEM																
Senior Chemist		\$196.00	0	-	0	-	12	\$2,352.00	0	-	0	-	44	\$8,624.00	\$20,384.00	
Senior Chemist																
Cameron Arizmendez, PLA		\$187.00	0	-	0	-	0	-	0	-	303	\$56,661.00	0	-	\$2,352.00	
Cameron Arizmendez, PLA																
Senior Engineer		\$181.00	0	-	0	-	0	-	0	-	20	\$3,620.00	0	-	\$3,620.00	
Senior Engineer																
Matt Hammond		\$163.00	0	-	0	-	498	\$81,092.50	0	-	0	-	0	-	\$81,092.50	
Matt Hammond																
Senior Environmental Scientist		\$163.00	0	-	0	-	30	\$4,890.00	0	-	0	-	0	-	\$4,890.00	
Senior Environmental Scientist																
Senior Planner		\$163.00	0	-	0	-	0	-	220	\$35,860.00	0	-	220	\$35,860.00	\$35,860.00	
Senior Planner																
Project Administrator		\$146.00	24	\$3,504.00	0	-	59	\$8,614.00	6	\$876.00	6	\$876.00	6	\$876.00	\$12,994.00	
Project Administrator																
Eileen Christensen, CFM		\$213.00	0	-	0	-	14	\$2,982.00	0	-	0	-	0	-	\$2,982.00	
Eileen Christensen, CFM																
Erika Balderson		\$173.00	0	-	0	-	8	\$1,384.00	0	-	0	-	0	-	\$1,384.00	
Erika Balderson																
Stefanie Costa Rica, CEM		\$154.00	0	-	0	-	10	\$1,540.00	0	-	0	-	0	-	\$1,540.00	
Stefanie Costa Rica, CEM																
Alana Holt-Hall		\$127.00	0	-	0	-	90	\$11,430.00	0	-	0	-	0	-	\$11,430.00	
Alana Holt-Hall																
Giavanna Fernandez		\$127.00	0	-	0	-	60	\$7,620.00	0	-	0	-	0	-	\$7,620.00	
Giavanna Fernandez																
Aurelia Walsh		\$127.00	0	-	0	-	72	\$9,144.00	0	-	0	-	0	-	\$9,144.00	
Aurelia Walsh																
Bill Marion		\$220.00	0	-	50	\$11,000.00	0	-	0	-	0	-	0	-	\$11,000.00	
Bill Marion																
Gaby Rodriguez		\$182.00	0	-	82	\$14,924.00	0	-	0	-	0	-	0	-	\$14,924.00	
Gaby Rodriguez																
Labor Subtotal			109	\$21,995.00	156	\$30,948.00	973	\$155,656.50	733	\$134,551.00	733	\$134,551.00	733	\$134,551.00	\$343,150.50	

Other Expenses		Unit Cost	Units	Cost Est.	Units	Cost Est.	Units	Cost Est.	Units	Cost Est.
Env. Database Report		\$400.00	0	-	0	-	10	\$4,000.00	0	-
Mileage		\$0.675	0	-	0	-	950	\$641.25	500	\$337.50
RBM Contract Laboratory		\$924.00	0	-	0	-	2	\$1,848.00	0	-
Drilling / Locate Services		\$7,900.00	0	-	0	-	7	\$55,300.00	0	-
ESA2 Contract Laboratory		\$4,200.00	0	-	0	-	7	\$29,400.00	0	-
Equipment / Consumables		\$200.00	0	-	0	-	16	\$3,200.00	0	-
Other Expenses Subtotal				\$21,995.00		\$30,948.00		\$94,389.25		\$337.50
TOTAL				\$21,995.00		\$30,948.00		\$250,045.75		\$134,888.50
										\$94,726.75
										\$437,877.25

\* Billing rates subject to an annual increase

## EPA Brownfield Grant - QAPP Preparation

Stantec Cost Estimate			
Personnel	Rate	Unit	Cost
Carrie Rackey	\$205.00	2	\$410.00
Senior Chemist	\$196.00	12	\$2,352.00
Matt Hammond	\$163.00	10	\$1,630.00
Project Administrator	\$146.00	4	\$584.00
TOTAL			\$4,976.00

## EPA Brownfield Grant - Phase 1 ESA Cost Estimate

Stantec Cost Estimate			
Personnel	Rate	Unit	Cost
Carrie Rackey	\$205.00	2	\$410.00
Matt Grandjean, CEM	\$196.00	2	\$392.00
Senior Env. Scientist	\$163.00	6	\$978.00
Matt Hammond	\$163.00	13.5	\$2,200.50
Project Administrator	\$146.00	4	\$584.00
Mileage	\$0.675	50	\$33.75
EDR	\$400.00	1	\$400.00
TOTAL EACH			\$4,998.25
Number of Projects		5	
TOTAL			\$24,991.25

BEC Environmental Cost Estimate			
Personnel	Rate	Unit	Cost
Eileen Christensen, CFM	\$213.00	2	\$426.00
Stefanie Costa Rica, CEM	\$154.00	2	\$308.00
Alana Holt-Hall	\$127.00	30	\$3,810.00
Giavanna Fernandez	\$127.00	30	\$3,810.00
Mileage	\$0.675	50	\$33.75
EDR	\$400.00	1	\$400.00
TOTAL EACH			\$4,977.75
Number of Projects		5	
TOTAL			\$24,888.75

Assumptions:

1. Subject Property is 5 acres or smaller in size.
2. No more than two prior environmental reports exist.
3. Number of environmental records for Subject Property and vicinity is "moderate".

## EPA Brownfield Grant - Regulated Building Material Survey

BEC Environmental Cost Estimate			
Personnel	Rate	Unit	Cost
Eileen Christensen, CFM	\$213.00	2	\$426.00
Erika Balderson	\$173.00	4	\$692.00
Aurelia Walsh	\$127.00	36	\$4,572.00
Mileage	\$0.675	50	\$33.75
RBM Contract Lab	\$924.00	1	\$924.00
Equipment Rental & Consumables	\$200.00	1	\$200.00
TOTAL EACH			\$6,847.75
Number of Projects		2	
TOTAL			\$13,695.50

Assumptions:

1. Field sampling activities require one day (8 hours) to complete.
2. Includes testing of 40 building material samples for asbestos by PLM.
3. Includes testing of 5 building material samples for lead by EPA 7000B.
4. Includes SAP and HASP preparation.

EPA Brownfield Grant -  
Remedial Planning (ABCA)

Stantec Cost Estimate				
Personnel	Rate	Unit	Cost	
Leonard Farr, RG, LG	\$231.00	2	\$462.00	
Matt Grandjean, CEM	\$196.00	22	\$4,312.00	
Senior Engineer	\$181.00	10	\$1,810.00	
Project Administrator	\$146.00	3	\$438.00	
TOTAL EACH			\$7,022.00	
Number of Projects		2		
TOTAL			\$14,044.00	

EPA Brownfield Grant -  
Phase II ESA Cost Estimate

Stantec Cost Estimate			
Personnel	Rate	Unit	Cost
Leonard Farr, RG, LG	\$231.00	4	\$924.00
Marty Winter, CEM, RG, PG, GISP	\$196.00	10	\$1,960.00
Matt Grandjean, CEM	\$196.00	10	\$1,960.00
Matt Hammond	\$163.00	60	\$9,780.00
Project Administrator	\$146.00	5	\$730.00
Labor Subtotal			\$13,394.00

Mileage	\$0.675	50	\$33.75
Contract Lab	\$4,200.00	1	\$4,200.00
Drilling / Utility Locate / IDW Disposal	\$7,900.00	1	\$7,900.00
Equipment Rental & Consumables	\$400.00	1	\$400.00
Expense Subtotal			\$12,533.75

TOTAL EACH	\$25,927.75
Number of Projects	7
TOTAL	\$181,494.25

Assumptions:

- Field sampling activities require one day (8 hours) to complete.
- Includes SAP and HASP preparation.

Stantec Cost Estimate				
Personnel	Rate	Unit	Cost	
Cary Baird, PLA, CLARB	\$231.00	6	\$1,386.00	
Rhonda Bell	\$196.00	12	\$2,352.00	
Cameron Arizmendez, PLA	\$187.00	37	\$6,919.00	
Senior Planner	\$163.00	28	\$4,564.00	
Mileage	\$0.675	100	\$67.50	
TOTAL EACH			\$15,288.50	
Number of Projects		3		
TOTAL			\$45,865.50	



## EPA Brownfield Grant - Area-Wide Plan

Stantec Cost Estimate			
Personnel	Rate	Unit	Cost
Cary Baird, PLA, CLARB	\$231.00	10	\$2,310.00
Rhonda Bell	\$196.00	31	\$6,076.00
Cameron Arizmendez, PLA	\$187.00	96	\$17,952.00
Senior Planner	\$163.00	68	\$11,084.00
Mileage	\$0.675	100	\$67.50
TOTAL EACH			\$37,489.50
Number of Projects		2	
TOTAL			\$74,979.00

## Clark County Resident Hours

Work Type	Estimated Resident Hours	Estimated Nonresident Hours	Total Hours	Resident Hour Percentage
Community Outreach	132	24	156	85%
Phase I ESAs	267.5	40	308	87%
RBM Survey	84	0	84	100%
Phase II ESAs	505	48	553	91%
Remedial Planning	50	24	74	68%
Reuse Planning	129	120	249	52%
Area-Wide Planning	212	198	410	52%
Project Management	24	85	109	22%
TOTAL	1,404	539	1,943	72%



Former Freedom Apartments, Las Vegas, NV

## E. Work Plan

### Community Engagement



Our experience in successful EPA Brownfield Grant projects has shown that building community capacity through education and information sharing, as well as providing opportunities for ongoing involvement and feedback, are crucial for project success. We'll leverage this expertise to guide you in creating a PIP that maximizes community participation and sets your project up for success. Purdue Marion & Associates will assist in the planning and implementation of a communications strategy that both solicits and disseminates information across a variety of platforms – from stakeholder and property owner interviews, focus groups, and surveys to electronic updates and website content -- so that all parties are kept up to date on the project. General outreach goals include:

- Educate the community on the goals of the project and the process
- Correct misconceptions and misinformation about the process
- Build trust among stakeholders and solicit active engagement in the process
- Inform decisions with quantifiable and genuine feedback from the community

We will help you craft a PIP that outlines clear roles, achievable goals, effective strategies, and a realistic timeline for community engagement. We recommended a simple PIP for use as an internal guidance document that includes:

- Strategies for building on existing momentum through existing community events;
- Methods and timing for deploying outreach tools such as press releases and social media to charrettes and public meetings;

- Addressing engagement barriers such as work schedules, limited internet access, public transit, language limitations, and other accessibility aspects.
- A social media kit, with images and messaging ready to use on the coalition and BAC preferred platforms.
- A schedule of outreach events and information sharing.

We can help you select from a range of outreach methods to publicize the brownfield program and attract community and property owner participation. We have found stakeholder group meetings as a valuable opportunity to harness local knowledge. For example, meeting with real estate brokers can be very fruitful as they are at the forefront of upcoming property transactions that may involve contaminated property. We have also found that one-on-one or small group property owner outreach is very

#### Public Engagement Toolbox

For engagement we will work with the City to craft the right engagement strategy

- LIVE VIRTUAL POLLING • TACTICAL URBANISM
- EVENTS • VIRTUAL FACILITATOR EXERCISES •
- BUBBLE BOARDS • VISUAL PREFERENCE SURVEYS
  - DOOR HANGERS • TARGET POPULATION
- WORKSHOPS • GRAFFITI IDEA WALLS • WALK + BIKE TOURS • DRIVE-THRU SURVEYING •
- PHONE INTERVIEW

From high-tech to high-touch, we will craft a public participation strategy that engages the community broadly and safely.



effective. These meetings provide an opportunity to ease concerns or discomfort with the idea of environmental assessments and regulatory involvement, and convey the message that this program's goal is to improve the use and value of contaminated property to the benefit of both the property owner and the community.

As described in Section A3 of this proposal, we will work with you to convene a BAC with members representing a cross section of community voices and brownfield project interests and facilitate quarterly BAC meetings. We will help you build on the momentum of complementary engagement efforts like those in the Historic Westside and East Las Vegas neighborhoods by using existing contact lists, scheduled meetings, and leveraging your experience with successful engagement methods. We will help you identify and reach out to potential BAC members including organizations such as the Urban Chamber of Commerce and church and school leaders, city staff, elected officials, and other stakeholders.

We will help you plan and hold a project kickoff event at the project start and three additional engagement events during the grant period.

## Engagement Deliverables

Based on the City's grant application scope of work and our experience with EPA Brownfield Grant projects, we anticipate providing the following engagement services and deliverables:

- Help convene the BAC and facilitate quarterly meetings which may be virtual, in person, or hybrid;
- Prepare a project PIP;
- Plan and facilitate four brownfield programs community engagement events including preparing presentations and facilitating events
- Preparing engagement materials and content such as fact sheets, press releases, webpage content, and social media posts

## Assessment Work

We will work with you and the BAC to identify high priority brownfields for grant-funded assessment through community and property owner engagement and institutional knowledge. In 2021 we created a brownfield inventory in the Historic

March 14<sup>th</sup>  
*You're invited*  
Boulder Highway Revitalize, Reuse, Renew  
**Realtor Breakfast**

**Local realtors with an interest in the Henderson Boulder Highway Corridor:**

**Please join us for an informational presentation and breakfast on the Brownfields Community-Wide Assessment Grant Project: Boulder Highway Revitalize, Reuse, Renew**

- Enjoy a light breakfast and listen to testimonials from brownfield grant participants on the benefits to property owners.
- Take away handouts and other information on how property owners can take advantage of this EPA-funded revitalization program.

**Wednesday, March 14th**  
**8:30-10:00 Continental Breakfast**  
**& Presentation**

**Heritage Park Senior Center**  
Multipurpose Room  
300 S Racetrack Road  
Henderson, NV 89015

BOULDER HWY  
REVITALIZE REUSE RENEW

RSVP to [events@nurjiamarjan.com](mailto:events@nurjiamarjan.com) or 702-222-2362

## Phase I ESA

Once a site is identified for a Phase I ESA and eligibility is approved by EPA, we will begin the Phase I ESA process. Stantec and BEC Environmental have extensive experience conducting Brownfield Grant-funded Phase I ESAs. We understand not only the process for completing Phase I ESAs in accordance with standards, but also the core purposes of these documents:

requires grantees to submit an



- Completing a Phase I ESA in line with the ASTM E1527 standard can provide a purchaser with exemption from federal environmental liability.
- They are often completed during property transactions because lenders require them before they will finance a purchase.
- If there's a chance a property owner will seek EPA Brownfield program funding after purchasing a property, they must have completed a Phase I ESA prior to purchase.

We thoroughly research historical uses, regulatory records, and current conditions to evaluate potential environmental issues and liabilities and satisfy EPA's All Appropriate Inquiry (AAI) standard. Our Phase I ESAs adhere to the ASTM E1527-21 standard, and we provide the EPA-required AAI Checklist Form with each completed report.

Our expert Phase I ESA practitioners strategically coordinate the timing of assessments with real estate transactions so that assessments align with the ASTM standard for securing federal environmental liability exemptions at the time of title transfer. The findings from our Phase I ESAs will inform the scope of any necessary Phase II ESAs. We understand that the required Phase I ESA format is not the most user friendly and make a point of reaching out to Phase I ESA stakeholders to go over the findings and recommended next steps in plain language to keep the redevelopment process moving forward.

## Phase II ESA

Phase II ESAs completed using EPA Brownfield Grant funds involve several steps and deliverables including a Quality Assurance Project Plan, Health and Safety Plans, and site-specific Sampling and Analysis Plans. Our approach to completing Phase II ESAs is outlined in this section.

### Quality Assurance Project Plan (QAPP)

At the start of the project, we will begin preparing the EPA-required QAPP to guide QA/QC for data collection that must be final before Phase II ESAs are conducted. The Stantec team has prepared a QAPP for each EPA brownfield grant project we have managed. We understand EPA Region 9 preferences and prepare QAPPS that meet EPA and NDEP regulatory requirements. While QAPPS do contain project and community-specific information, we have QAPP templates at our fingertips that have been previously approved by EPA that we will use for the City of Las Vegas project.

We know from experience that preparing one robust project wide QAPP will support more efficient preparation of subsequent site-specific SAPs, and meets EPA Region 9 requirements. We will complete a draft project wide QAPP within eight weeks of receiving a notice to proceed so that Phase II ESA activities can begin as soon as possible. EPA comments on our QAPPS are typically minor, and we will be able to address them and finalize the QAPP quickly.

## Sampling & Analysis Plans (SAPs) And Health & Safety Plans (HASPs)

Once the QAPP is finalized and as sites are identified for Phase II ESAs, we will begin each Phase II ESA process by preparing a site-specific HASP and SAP.

Each SAP that we prepare will document plans to address environmental unknowns about the subject property. We will consider information including future reuse plans (such as zoning, building and pavement placement, depth of planned construction activities, etc.) as well as past uses and potential contaminants in designing SAPs that efficiently move properties toward safe redevelopment.

Each of our SAPs will refer to the project wide QAPP for overall QA/QC methods, and will describe the purpose, goals, schedule, staff/subcontractors, and data collection methods that will be used for the Phase II ESA. Each SAP will identify potential risks to human health and the environment based on current and potential site uses, and the appropriate NDEP or EPA screening levels for comparison to sampling data. This is a critical component of the SAP, as it will help determine options for active site cleanup or more passive risk mitigation measures needed when the site is redeveloped.

**Pro tip: We've learned that EPA Region 9 plans to update Sampling and Analysis Plan requirements for faster approvals. We'll align our approach to Las Vegas brownfield program assessments to benefit from this change.**



EPA will review each SAP and provide typically minor comments that we will promptly address in a revised SAP. For sites where a no further action letter is being sought, the NDEP will also need to review and approve the SAP. Typically, NDEP requires properties to join the Voluntary Cleanup Program before they will review SAPs or Phase II ESAs or provide a No Further Action letter. Stantec will help you and property owners navigate the process of joining and working within the Voluntary Cleanup Program as we have on numerous sites throughout the Las Vegas Valley.

### Phase II Environmental Site Assessment

Once the SAP is approved by EPA (and NDEP if required), we will complete the Phase II ESA. Our approach to each Phase II ESA will be to follow the EPA-approved SAP and QAPP and collect reliable, defensible data that supports redevelopment goals.

Stantec has completed dozens of Phase II ESAs as part of EPA Brownfield Grant projects in the Las Vegas Valley, and we understand Phase II ESAs conducted as part of an Assessment Grant often have different objectives than

studies performed only to gain regulatory closure at a site where there are no redevelopment plans.

We will complete Phase II ESA activities in general accordance with the current ASTM E1903 "Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process," as well as applicable NDEP and EPA Brownfields Program Standards. We will help guide property owners through the process of joining and working within NDEP's Voluntary Cleanup Program, as needed, and can help negotiate Prospective Purchasers Agreements when they will help catalyze property redevelopment.

Similar to Phase I ESAs, we understand that Phase II ESA reports are not necessarily easily readable by the general public. We will go over assessment findings and recommendations with stakeholders to ensure that conditions and options are understood.

### Regulated Building Materials Survey

For brownfields where existing buildings will be demolished or renovated for sustainable reuse, EPA funding can be utilized to perform pre-demolition/renovation surveys for asbestos, lead-based paint, and other hazardous building materials. Stantec and our subconsultants/subcontractors will complete the surveys using the Asbestos Hazardous Emergency Response Act (AHERA)-certified building inspectors who specialize in this work. The QAPP template Stantec uses for our EPA Assessment Grant projects includes documentation for laboratories specializing in these types of analyses. The template also includes standard operating procedures (SOP) specific to pre-demolition testing (including testing for

hazardous materials of emerging concern, such as polychlorinated biphenyls [PCB] in window caulk).

BEC Environmental and Stantec have multiple staff licensed to perform asbestos inspection in Nevada, and who also maintain their federal Asbestos Hazard Emergency Response Act (AHERA) certification. Staff from both firms also have all required state and federal licenses/certifications to perform lead-based paint testing. The typical scope of services for RBM Surveys will include:

- Ensuring the technical quality of all work by using state-certified professionals;
- Performing a visual inspection of the survey areas to identify accessible suspect asbestos-containing materials;
- Collecting and analyzing bulk samples of select suspect materials for determination of asbestos content;
- Performing a visual inspection and collecting paint chip samples of painted surfaces observed to be in a deteriorated condition for lead content following US Housing and Urban Development (HUD) guidelines;
- Submitting suspect asbestos and paint chip samples to an accredited laboratory for analysis;
- Performing a visual inspection of the survey areas to identify any other hazardous materials (i.e., Universal Wastes such as lightbulbs containing mercury); and
- Consolidating data and findings, including the estimated area/quantity of all asbestos/lead materials, into a final report.

We will explain RBM assessment findings in plain language to project stakeholders, and deliver RBM Survey reports that can be used by abatement contractors to estimate remediation

**Pro tip:** EPA Region 9 plans to begin requiring aligning Brownfield Grant work with National Historic Preservation Act requirements around site disturbance. We are already interacting with EPA on the topic and are ahead of the game in efficiently meeting this new requirement.

costs in preparation for cleanup and redevelopment.

### Assessment Deliverables

Based on the City's grant application scope of work, we anticipate providing the following Site Assessment deliverables:

- 17 Eligibility forms
- 1 Project-wide QAPP
- 7 Site-Specific SAPs
- 17 Access agreements
- 17 Health and Safety Plans
- 10 Phase I ESA reports and
- 7 Phase II ESA reports
- 2 RBM Surveys (These are supplemental to the scope outlined in the grant application, please refer to the pricing proposal for details.)

## Cleanup and Reuse Planning

### Cleanup Planning

At sites found to have environmental impacts, and where engineered barriers and/or institutional controls are infeasible or insufficient as sole remedies, Stantec will develop ABCAs, site-specific risk assessments, and/or corrective action plans (CAP). This may include establishing site-specific cleanup levels and other state/federal regulatory requirements and evaluating institutional and engineering controls. Each remediation scenario presents a unique array of technical, regulatory, and liability issues. These issues must be balanced in the most cost-effective and practical manner so that they protect public health and the environment, and meet public acceptance/ consensus, client

liability expectations, and EPA and/or NDEP requirements.

We will develop comprehensive Analysis of Brownfield Cleanup Alternatives (ABCA) and/or Cleanup Action Plans (CAPs) for up to two sites where environmental conditions pose a risk to human health or the environment and hinder redevelopment. Our CAPs include a conceptual site model supporting a robust assessment of potential risks to site users and satisfying NDEP reviewers. We can craft solutions as simple as hotspot soil removal or capping contaminated soil in place to prevent contact, or as complex as vapor extraction systems, groundwater pump and treat, and in-situ remediation. Our seasoned geologists, environmental scientists, and engineers will develop cleanup solutions tailored to site needs and reuse plans, always prioritizing efficiency and effectiveness.

Our ABCAs present a thoughtful analysis of at least three cleanup alternatives, evaluated and scored for effectiveness, ease of implementation, and cost. Our ABCAs can provide the development community with confidence that remedial procedures and costs associated with a given brownfield have been anticipated. Often this certainty is the key to moving properties toward redevelopment.

As the goal of any successful brownfields program is to leverage multiple grants, it is important to note that an ABCA must be appended to EPA Brownfields Cleanup Grant applications. Your EPA Brownfield Assessment Grant can be used to develop ABCAs for sites even if they weren't initially assessed with grant funds.

When developing cleanup options, we begin with the end in mind. We consider implementation costs, available funding sources, developer

expectations, and desired reuse plans. By crafting comprehensive cleanup plans and accurate cost estimates, we can help transform contaminated sites into grant-ready properties eligible for additional cleanup and redevelopment funding. In cases where uncertainty about cleanup costs, timelines, and site redevelopment constraints has hindered progress, our expertise can remove these obstacles and create deal-ready, transaction-ready properties.

### Site-Specific Reuse Planning

In addition to cleanup-related planning, EPA Brownfield Grants may be used to develop site specific and area wide reuse plans to support community revitalization and the ultimate EPA Brownfields goal: bringing sites back into productive use. Individual properties may be assessed and designed with a targeted reuse in mind, while area wide plans may have a broader vision, address community wide needs, and include targeted nodes of brownfields redevelopment opportunities. Stantec's work at James Gay Park in Las Vegas is a prime example of EPA Brownfield Grant site-specific reuse planning.



Stantec's in-house civil engineers, planners, economic development specialists, and landscape architects as well as experts in environmental justice, green remediation, and project funding will develop economically feasible concept level redevelopment plans for the City of Las Vegas priority brownfield sites specifically focused on City reuse priorities such as expanding housing options and supporting existing and new small businesses.

Because each brownfield has a unique set of challenges and opportunities, we will craft customized reuse planning scopes of work in collaboration with you and project stakeholders. Based on brownfield redevelopment plans and needs we can incorporate the following analyses and products into site-specific reuse plans:

- Assessing market conditions and conduct due diligence/existing conditional analysis for each project to ensure the reuse is realistic and achievable.
- Presenting a range of design alternatives.
- Producing illustrative site renderings to effectively communicate the design intent to the community, stakeholders, and county.
- Evaluate infrastructure needs to support redevelopment.
- Opportunities to incorporate resilience and green redevelopment approaches.
- Funding strategies for upgrades and other redevelopment costs.
- redevelopment roadmap outlining near-, mid-, and long-term recommended actions to make the plan a reality.

## Area-Wide Planning

To help address redevelopment challenges beyond environmental liabilities, we will apply our unique expertise in using EPA Brownfield Grant funding to develop area-wide revitalization strategies. We will evaluate existing conditions and identify types of revitalization planning efforts and deliverables that will provide information critical to revitalization projects with unique amenities. We envision that these plans may include infrastructure and transportation analyses, market conditions/demand studies, housing, and recreational amenities.

The AWP process can also serve as a platform for meaningful input from neighborhood residents and project stakeholders on priorities, strategies for revitalization of the neighborhood, and cleanup and reuse of individual sites. To ensure that plans align with community values, we will help plan and facilitate public engagement specific to the area-wide planning efforts that may include charrettes, workshops, and surveys. We always ensure that our plans provide not just a vision, but a specific, focused plan of action that details roles and responsibilities, a timeline for action items, and resources such as technical assistance and funding that the City can leverage to make the plan a reality.

AWP is especially relevant for neighborhoods where there are many small, scattered brownfield sites, for which it is important to understand area-wide impediments and opportunities for redevelopment. Our team incorporates infrastructure analysis, land use planning, market research, resiliency, and real estate strategy with cleanup plans to create aspirational—and achievable—plans, grounded in the realities of market, culture, and place.

## Cleanup/Reuse Planning Deliverables

- Two Analysis of Brownfield Cleanup Alternatives
- Three Site Specific Reuse Plans
- Two Area Wide Plans



James Gay III Park, Las Vegas, NV



## Grant Administration

### Project Management

The Stantec team’s proposed project manager, Leonard Farr, will meet with the City of Henderson monthly to review the project progress and status. We recommend holding these meetings mid-month to allow time to gather and report on the previous month’s activities. At each meeting, Leonard will provide an update on the status of each active project and will record meeting notes, input on project direction, and action items.

Leonard and other Stantec team members will be available to attend additional ad-hoc virtual meetings and conference calls with City staff, project stakeholders, property owners/developers, community groups, EPA, and the NDEP as needed throughout the project.

As the author of the City of Henderson’s EPA Brownfield Grant application, we have a thorough understanding of the project goals, scope, schedule, and budget. Throughout the project we will track the budget and schedule including site- and task-specific spending. Our monthly invoices will include a current budget tracking spreadsheet with the amounts spent and remaining per task. This spreadsheet will also be used to project future funding needs for projects approved by the City that are not yet underway. This will help the City not to overcommit EPA grant funding. We can also assist you with establishing and managing an electronic information repository to centralize all brownfield-grant related documents and reports. We find these databases are a helpful resource beyond the term of the grant, providing information on past uses and

environmental conditions as properties continue to move through various stages of redevelopment.

### Periodic Reporting

Stantec will support the City in completing required EPA reporting including:

- As site assessments are completed, an ACRES profile and All Appropriate Inquiry (AAI) Checklist will be created, and the ACRES entry will be updated as various phases of work (Phase I ESA, Phase II ESA, remedial and reuse planning) progress.
- QPRs (16 anticipated) and annual federal financial reports (FFRs, four anticipated). We have developed EPA-approved templates for QPRs that demonstrate compliance and accomplishments and will assist both City of Henderson and EPA with evaluating project progress.
- Annual DBE reports (four anticipated). We will assist you with documenting efforts to engage with DBE firms and completing EPA’s Six Good Faith Efforts.

### Final Performance Report

The Stantec team has prepared dozens of Final Performance Reports (FPRs) accepted/approved by EPA. We will help you prepare a report that highlights project accomplishments prioritized by EPA (such as leveraged funding, redevelopment progress, jobs created by redevelopment, etc.), setting the City of Las Vegas up for further grant funding. The suggested table of contents for our FPRs includes:

1. Project Summary
2. Work Plan Accomplishments – This FPR section summarizes the work completed under each CA Work Plan task and typically includes a table summarizing project outputs for each project property
3. Summary of Outputs and Outcomes – This FPR section reports project outputs and outcomes that the City has committed to tracking in the CA Work Plan
4. Site-Specific Case Studies – The basic outline for each case study description includes project purpose, property description and history, outputs and outcomes, and before and after pictures.
5. Summary of Public/Private Investment by Project – Provided in Tabular Format
6. Final Budget Summary Table



**CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS****1. Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

**2. Policy**

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

**3. Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

**4. Incorporation**

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

<b>Block 1: Contracting Entity</b>	
<b>Name:</b> Stantec Consulting Services Inc.	
<b>Address:</b> 6111 South Buffalo Drive Suite 200	<b>City / ST / Zip:</b> Las Vegas / NV / 89113
<b>Telephone:</b> 702-878-8010	<b>EIN or DUNS :</b> EIN: 11-2167170 / DUNS: 78-131-0974
<b>Block 2: Description / Subject Matter of Contract</b>	
<b>Services for:</b> Brownfield Identification and Assessment	<b>Project Number:</b> 240223-SK
<b>Block 3:     <u>Type of Business</u></b>	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	



**CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)****Block 4: Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Gordon A. Johnston / President	-10220 103 Avenue NW, Edmonton, Alberta T5J OK4,	780-917-7077
2	Stuart E. Lerner / COO - North America	475 Fifth Avenue 12th Floor, New York, NY 10017, US	646-490-3634
3	Catherine Schefer/COO-Global&Executive VP	House, Kelburn Court, Birchwood, Warrington, WA3 6	+44-1925-845050
4	John Take/Chief Growth & Innovation Officer	1e South Church Avenue Suite 2100, Tucson, AZ 8571	520-545-7450
5	Asifa Samji/ Chief People & Inclusion Officer	100-111 Dunsmuir Street, Vancouver, BC V6B 6A3, C	604-696-8388
6	Steve Fleck / Executive Vice President	100-111 Dunsmuir Street, Vancouver, BC V6B 6A3, C	604-696-8445
7	Leonard Castro/ Executive Vice President	1 South Michigan Ave, Suite 1400, Chicago, IL 60604,	312-453-7571
8	Marshal W. Davert Jr/Executive Vice President	901 Ponce de Leon Blvd, Coral Gables, FL 33134, US	305-445-2900
9	David Emery / Executive Vice President	1-835 Paramount Dr., Stoney Creek, Ontario L8J 0B4,	905-381-3221
10	Mario Finis / Executive Vice President	East Market St, Suite 202, Charlottesville, VA 22902,	303-410-4155

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 5

**Block 5: Disclosure of Ownership and Principals – Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: \_\_\_\_\_

Date of Attached Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

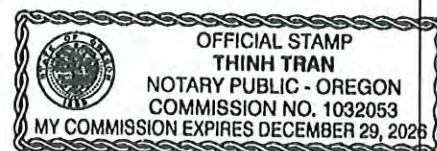
**Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")**

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

  
 Signature  
8/19/24  
 Date

Subscribed and sworn to before me this 19th day of August, 2024

  
 Notary Signature



## Disclosure of Ownership and Principals (Continued)

### Stantec Consulting Services Inc.

FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
<b>McDonald, Chris</b> Chief Information Officer	300-10220 103 Avenue NW, Edmonton AB T5J 0K4, Canada	780-917-7452
<b>Kalyana, Shankar</b> Chief Technology Officer	1905 Aldrich Street Suite 300, Austin TX 78723-3544, United States	512-236-6846
<b>Means, Jerome</b> Chief Executive Officer -Surveying	61 Commercial Street Suite 100, Rochester NY 14614-1009, United States	585-413-5220
<b>Jang, Theresa</b> Treasurer/ Chief Financial Officer	300-10220 103 Avenue NW, Edmonton AB T5J 0K4, Canada	780-917-7007
<b>Morisbak, Bjorn</b> Executive Vice President	300-10220 103 Avenue NW, Edmonton AB T5J 0K4, Canada	780-917-7442
<b>Reisbord, Susan</b> Executive Vice President	1060 Andrew Drive Suite 140, West Chester PA 19308-5602, United States	610-909-7958
<b>Roberts, Ryan</b> Executive Vice President	200-325 25 Street SE, Calgary AB T2A 7H8, Canada	403-716-8108
<b>Walter, Susan</b> Executive Vice President	1299 Pennsylvania Avenue NW Suite 405, Washington DC 20004-2400, United States	301-982-2800
<b>Alpern, Paul J.D.</b> Senior Vice President	300-10220 103 Avenue NW, Edmonton AB T5J 0K4, Canada	780-917-7022
<b>Bernier, David R.</b> Senior Vice President	5 Dartmouth Drive Suite 200, Auburn NH 03032-3984, United States	603-206-7541
<b>Błaszczuk, Paul R.</b> Senior Vice President	350 North Orleans Street Suite 8000N, Chicago IL 60654-1610, United States	312-831-3116
<b>Bock, Clayton A.</b> Senior Vice President	350 North Orleans Street Suite 8000N, Chicago IL 60654-1610, United States	312-831-3041
<b>Bokor, Peter</b> Senior Vice President	38 Technology Drive Suite 200, Irvine CA 92618-5310, United States	949-923-6293
<b>Corser, Patrick G.</b> Senior Vice President	410 17th Street, Suite 1400, Denver CO 80202-4427, United States	303-291-2222
<b>De Hayr, Luke</b> Senior Vice President	601 SW Second Avenue Suite 1400, Portland OR 97204-3128, United States	503-419-2632
<b>DeKeyser, Paul</b> Senior Vice President	11320 Random Hills Road Suite 600, Fairfax VA 22030-6001, United States	571-298-8248
<b>Geller, Joseph</b> Senior Vice President	40 Water Street Third Floor, Boston MA 02109-3604, United States	617-654-6054
<b>Gould, Harris J. (Josh)</b> Senior Vice President	410 17th Street, Suite 1400, Denver CO 80202-4427, United States	303-575-8589

## Disclosure of Ownership and Principals (Continued)

### Stantec Consulting Services Inc.

<b>Hanula, John</b> Senior Vice President	300 North Lake Avenue Suite 400, Pasadena CA 91101-4169, United States	214-473-2573
<b>Hersey, Jonathan (Andy) A.</b> Senior Vice President	601 SW Second Avenue Suite 1400, Portland OR 97204-3128, United States	503-734-9121
<b>Howe, Peter J</b> Senior Vice President	45 Blue Sky Drive 3rd Floor, Burlington MA 01803-2756, United States	781-221-1121
<b>Irvine, David</b> Senior Vice President	3510 Kraft Road Suite 200, Naples FL 34105-5029, United States	239-263-6419
<b>Jaegerman, Adriana</b> Senior Vice President	One Biscayne Tower Suite 1670, 2 South Biscayne Boulevard, Miami FL 33131-2709, United States	305-482-8726
<b>Johnson, Michael</b> Senior Vice President	1383 North McDowell Boulevard Suite 250, Petaluma CA 94954- 7118, United States	707-774-8341
<b>Josephs, Jennifer Leigh</b> Senior Vice President	3400 188th Street SW, Suite 285, Lynnwood WA 98037-4772, United States	425-602-3517
<b>Kalyana, Shankar</b> Senior Vice President	1905 Aldrich Street Suite 300, Austin TX 78723-3544, United States	512-236-6846
<b>McDonald, Chris</b> Senior Vice President	300-10220 103 Avenue NW, Edmonton AB T5J 0K4, Canada	780-917-7452
<b>Montgomery, John S</b> Senior Vice President	3052 Beaumont Centre Circle, Lexington KY 40513-1703, United States	859-422-3015
<b>Mullins, Robert</b> Senior Vice President	9200 Shelbyville Road Suite 800, Louisville KY 40222-5136, United States	502-212-5010
<b>Newbery, Michael J.</b> Senior Vice President	350 North Orleans Street Suite 8000N, Chicago IL 60654-1610, United States	+44-152-739-3871
<b>Norris, Brian</b> Senior Vice President	6111 South Buffalo Drive Suite 200, Las Vegas NV 89113-2328, United States	702-885-9977
<b>Obermeyer, James R.</b> Senior Vice President	410 17th Street, Suite 1400, Denver CO 80202-4427, United States	303-291-2171
<b>Perciavalle, Philip (Pete) R.</b> Senior Vice President	38 Technology Drive Suite 200, Irvine CA 92618-5310, United States	949-328-2407
<b>Punyamurthula, Sujan</b> Senior Vice President	3301 C Street Suite 1900, Sacramento CA 95816-3394, United States	916-418-8286
<b>Robinson, Marilyn F.</b> Senior Vice President	410 17th Street, Suite 1400, Denver CO 80202-4427, United States	303-439-2861
<b>Sabin, Carrie</b> Senior Vice President	3325 South Timberline Road 2nd Floor, Fort Collins CO 80525- 3681	970-871-4365
<b>Shively, Kari D.</b> Senior Vice President	3301 C Street Suite 1900, Sacramento CA 95816-3394, United States	916-418-8405
<b>Simm, Robert A</b> Senior Vice President	3133 West Frye Road Suite 300, Chandler AZ 85226-5110, United States	480-687-6245
<b>Snow, Joseph Russell (Russell)</b> Senior Vice President	410 17th Street, Suite 1400, Denver CO 80202-4427, United States	303-382-4955



## Disclosure of Ownership and Principals (Continued)

### Stantec Consulting Services Inc.

<b>Storlid, Scott</b> Senior Vice President	209 Commerce Parkway, P.O. Box 128, Cottage Grove WI 53527-8955, United States	608-839-2009
<b>Tarbox, Glenn S.</b> Senior Vice President	1687 114th Avenue SE Suite 100, Bellevue WA 98004-6965, United States	425-896-6950
<b>Travers, Matthew D.</b> Senior Vice President	45 Blue Sky Drive 3rd Floor, Burlington MA 01803-2756, United States	617-314-7121
<b>Uglevich, Joseph (Joe)</b> Senior Vice President	45 Blue Sky Drive 3rd Floor, Burlington MA 01803-2756, United States	978-577-1438
<b>Umble, Arthur</b> Senior Vice President	410 17th Street, Suite 1400, Denver CO 80202-4427, United States	303-291-2116
<b>Watson, Mike B.</b> Senior Vice President	3301 C Street Suite 1900, Sacramento CA 95816-3394, United States	916-418-8269
<b>Williams, Christopher</b> Senior Vice President	410 17th Street, Suite 1400, Denver CO 80202-4427, United States	303-285-4531
<b>Larson, Brian</b> Senior Vice President	4100 Vestal Road, Suite 205, Vestal NY 13850-3524, United States	607-321-6101
<b>Wilson, Andrew C.</b> Senior Vice President	410 17th Street, Suite 1400, Denver CO 80202-4427, United States	303-385-5610
<b>Aceto, Frank</b> Vice President	1060 Andrew Drive Suite 140, West Chester PA 19308-5602, United States	610-840-2566
<b>Benkosky, Rusty</b> Vice President	555 Capitol Mall Suite 650, Sacramento CA 95814-4583, United States	916-669-5959
<b>Burnham, Andrew</b> Vice President	777 S Harbour Island Boulevard Suite 600, Tampa FL 33602-5729, United States	813-204-3331
<b>Campbell, Amy</b> Vice President	777 S Harbour Island Boulevard Suite 600, Tampa FL 33602-5729, United States	813-223-9500
<b>Castella, Ramon</b> Vice President	901 Ponce de Leon Blvd Suite 900, Coral Gables FL 33134-3070, United States	305-445-2900
<b>Dargie, David C</b> Vice President	2211 Congress Street, Suite 380, Portland ME 04102-1955, United States	207-887-3827
<b>Hachenburg, Becky Jeanne</b> Vice President	229 Peachtree Street NE Suite 1900, Atlanta GA 30303-1629, United States	404-348-2120
<b>Holmes, Megan</b> Vice President	1500 Spring Garden Street Suite 1100, Philadelphia PA 19130-4067, United States	215-665-7083
<b>McIlroy, Sarah Anne</b> Vice President	2250 Douglas Boulevard Suite 260, Roseville CA 95661-4207, United States	916-472-3976
<b>Peyton, Scott D.</b> Vice President	10200 Alliance Road Suite 300, Blue Ash OH 45242-4754, United States	513-842-8217
<b>Reagan, Michael J.</b> Vice President	1001 Lakeside Avenue East Suite 1600, Cleveland OH 44114-1193, United States	216-454-2151
<b>Wilhoit, Kristopher</b> Vice President	6920 Professional Parkway East, Sarasota FL 34240-8414, United States	941-907-6900x226
<b>Buttari, Scott</b> Senior Principal	6920 Professional Parkway East, Sarasota FL 34240-8414, United States	941-907-6900x263

## Disclosure of Ownership and Principals (Continued)

### Stantec Consulting Services Inc.

<b>Einarson, Cecilia</b> Senior Principal	1100-111 Dunsmuir Street, Vancouver BC V6B 6A3, Canada	604-696-8420
<b>Hoang, Long V</b> Senior Principal	2250 Douglas Boulevard Suite 260, Roseville CA 95661-4207, United States	916-472-3940
<b>Kennedy, David</b> Senior Principal	5500 Ming Avenue Suite 400, Bakersfield CA 93309-9119, United States	661-885-3130
<b>Stoker, Douglas E</b> Senior Principal	380 Park Place Boulevard Suite 300, Clearwater FL 33759-4928, United States	727-431-1550
<b>Cunningham, Robert R.</b> Principal	6920 Professional Parkway East, Sarasota FL 34240-8414, United States	941-907-6900x262
<b>Shadix, Steven (Steve)</b> Principal	10200 Alliance Road Suite 300, Blue Ash OH 45242-4754, United States	513-619-6470
<b>Varsa, Stephen (Steve)</b> Principal	11311 Aurora Avenue, Des Moines IA 50322-7908, United States	515-251-1020
<b>Sebourn, Gregory C</b> Principal	38 Technology Drive Suite 200, Irvine CA 92618-5310, United States	949-923-6953
<b>VanElders, Kelly</b> Principal	6800 College Blvd Suite 750, Overland Park KS 66211-1564, United States	913-905-3415
<b>Vernon, Matthew J.</b> Principal	290 Conejo Ridge Avenue, Thousand Oaks CA 91361-4972, United States	805-719-9362
<b>Brown, Linda</b> Senior Associate	3717 23rd Street South, St. Cloud MN 56301-5094, United States	320-229-5535
<b>Schneider, Jason</b> Senior Associate	6800 College Blvd Suite 750, Overland Park KS 66211-1564, United States	913-202-6866
<b>Means, Jerome</b> Senior Associate	61 Commercial Street Suite 100, Rochester NY 14614-1009, United States	585-413-5220
<b>Kennedy, Michael A</b> Account Manager	6920 Professional Parkway East, Sarasota FL 34240-8414, United States	941-907-6900x225
<b>Gerlach, Ally</b> Director, Taxation	410 17th Street, Suite 1400, Denver CO 80202-4427, United States	720-887-8721
<b>Webb, Geraldine V.</b> Right of Way Officer	1011 Boulder Springs Drive Suite 225, Richmond VA 23225-4951, United States	757-609-3377
<b>Aceto, Michael</b> Corporate Counsel	1060 Andrew Drive Suite 140, West Chester PA 19308-5602, United States	610-407-7913
<b>Archer, David</b> Corporate Counsel	61 Commercial Street Suite 100, Rochester NY 14614-1009, United States	585-413-5216
<b>Bilek, Eli</b> Corporate Counsel	1168 Oak Valley Drive Suite 100, Ann Arbor MI 48108-9200, United States	734-214-2504
<b>Butler, William A</b> Corporate Counsel	1687 114th Avenue SE Suite 100, Bellevue WA 98004-6965, United States	425-602-3530
<b>Curran, Thomas</b> Corporate Counsel	61 Commercial Street Suite 100, Rochester NY 14614-1009, United States	585-413-5239
<b>Edwards, William J.</b> Corporate Counsel	5 Dartmouth Drive Suite 200, Auburn NH 03032-3984, United States	603-669-8672

## Disclosure of Ownership and Principals (Continued)

### Stantec Consulting Services Inc.

<b>Hall-Sturt, Victoria Jayne</b> Corporate Counsel	1st Floor, Ravens Court 1 Hedera Road, Redditch, B98 9EY, United Kingdom	+44-152-739-3850
<b>Hite, Cate</b> Corporate Counsel	2890 East Cottonwood Parkway Suite 300, Salt Lake City UT 84121-7283, United States	801-617-3370
<b>Rogers II, Charles B. (Chad)</b> Corporate Counsel	2080 Wooddale Drive Suite 100, Woodbury MN 55125-2920, United States	651-395-5201
<b>LaFrance, Katharine</b> Corporate Counsel	300-10220 103 Avenue NW, Edmonton AB T5J 0K4, Canada	780-917-8550
<b>Leonard, Christy J.</b> Corporate Counsel	2646 Santa Maria Way Suite 107, Santa Maria CA 93455-1776, United States	805-250-2866x2866
<b>Oygen, Amy</b> Corporate Counsel	300-10220 103 Avenue NW, Edmonton AB T5J 0K4, Canada	780-917-8853
<b>Ray, Robert J.</b> Corporate Counsel	6080 Tennyson Parkway Suite 200, Plano TX 75024-6003, United States	469-329-3690
<b>Sanchez, Corey R.</b> Corporate Counsel	410 17th Street, Suite 1400, Denver CO 80202-4427, United States	303-533-1956
<b>Storey, Matthew</b> Corporate Counsel	300-10220 103 Avenue NW, Edmonton AB T5J 0K4, Canada	780-917-4897
<b>Stone, Jeffrey P.</b> Corporate Counsel	60 Commercial Street Suite 100, Rochester NY 14614-1009, United States	585-475-1440
<b>Heisler, Christopher O.</b> Corporate Counsel	300-10220 103 Avenue NW, Edmonton AB T5J 0K4, Canada	780-917-6970