

## **THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Third Amendment ("Third Amendment"), dated for convenience as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), is to that certain Agreement for Professional Services by and between the Sonoma County Community Development Commission (hereinafter "Commission"), and Stantec Consulting Services, (hereinafter "Consultant"), dated as of February 22, 2017 (the "Original Agreement," as previously amended and supplemented by the First Amendment and Second Amendment, each defined below, and collectively, the "Amendments", and as further supplemented and amended by this Third Amendment, the "Agreement").

### **RECITALS**

WHEREAS, Commission and Consultant previously entered into the Original Agreement to provide groundwater monitoring, testing, and reporting services; and

WHEREAS, Commission and Consultant previously entered into that certain First Amendment to the Agreement for Professional Services to restate the Scope of Work, Budget, and Billing Rates; and

WHEREAS, Commission and Consultant previously entered into that certain Second Amendment to Agreement for Professional Services to adjust the amounts allocated to each task in the Scope of Work and increase the not-to-exceed amount by \$40,000 to enable the Consultant to perform all necessary duties; and

WHEREAS, Commission and Consultant desire to amend the Agreement in order to (i), amend the division of duties between the Commission and Consultant as stated in Exhibit "A-3", (ii) increase the contracts not-to-exceed amount to \$359,000 as stated in Exhibit "B-3" and (iii) to extend the term of the contract by one year to expire on December 31, 2020.

WHEREAS, in the judgment of the Commission, it is necessary and desirable to amend the Agreement as set forth above.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the receipt and adequacy of which is acknowledged, the parties hereto agree as follows:

### **AGREEMENT**

As of the Effective Date, the Agreement shall be deemed to be amended in the following manner:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Amendment.
2. Section 3 Amended. Section 3 of the Agreement entitled "Term of Agreement" is hereby deleted in its entirety and replaced with the following language: "The term of this Agreement shall be from February 22, 2017, to December 31, 2020, unless terminated earlier in

accordance with the provisions of Article 4 below.

3. Exhibits “A” and “B” Restated. The following exhibits are attached hereto and incorporated herein:

(a) EXHIBIT A-3: Restated Scope of Work

(b) EXHIBIT B-3: Restated Budget

All references in the Original Agreement to Exhibit A or Exhibit B, as previously amended, shall include a reference to Exhibit A-3 and Exhibit B-3, respectively, to this Third Amendment.

4. Except to the extent the Agreement is specifically amended or supplemented by this Amendment, the Agreement, together with exhibits, is and shall continue to be in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of Commission arising thereunder.

COMMISSION AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS SECOND AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SECOND AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to be executed  
as of the Effective Date.

**CONSULTANT**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Name: Chris Gdak  
Title: Senior Associate Brownfield Grant Specialist

**SONOMA COUNTY COMMUNITY DEVELOPMENT  
COMMISSION**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Geoffrey Ross, Interim Executive Director

**CERTIFICATES OF INSURANCE ON FILE WITH  
AND APPROVED AS TO SUBSTANCE BY THE  
COMMISSION**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Geoffrey Ross, Interim Executive Director

**APPROVED AS TO FORM**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Alegría De La Cruz, Deputy County Counsel

### **Exhibit A-3: Scope of Services**

#### **I) Task 1 – Project Management and Planning**

Stantec will perform normal project management responsibilities including, but not limited to, budget tracking, invoicing, sub-contracting, and communication with the client as well as the USEPA Project Officer (PO) on behalf of the client when requested. Our services will also include attendance at face-to-face meetings and teleconference calls.

**The total amount for Task 1 shall not exceed \$15,000.**

#### **II) Task 2 – Community Outreach**

Develop a Community Outreach and Participation Plan (COPP). The COPP will build a structure to ensure communication, community stakeholder engagement, and sustainability to engage the community in project planning, site selection for assessments, clean-up decisions, and reuse planning. Consultant shall:

- A. Assist the client with developing the Roseland Collaborative (Collaborative), which will include members from City and County Roseland projects, partner government and community organizations, local business owners, and local schools and media outlets to engage community members. The Collaborative will strive to continually increase membership;
- B. Facilitate up to six Collaborative meetings to gather input and share information;
- C. Facilitate meetings of the Roseland community at-large (to be scheduled on an as-needed basis) to disseminate and solicit information from neighborhood residents and stakeholders;
- D. Employ content experts as required to ensure meetings provide community understanding;
- E. Coordinate with Commission staff logistics on all meetings;
- F. Share information through existing efforts (e.g., Commission communication efforts);
- G. Engage partner government agencies and community organizations to reach out to local businesses and residents.

Outcome: Effective outreach, education, and sustainable engagement effort for the duration of the project.

**The total amount for Task 2 shall not exceed \$32,000**

### **III) Task 3 - Conduct Inventory, Site Selection, and Approval**

Consultant shall develop a website ("portal") which will:

- A. Utilize and augment existing information on brownfields.
- B. Incorporate information learned through the site selection process;
- C. Ensure portal is accessible, current, and capable of tracking properties to report outcomes (reuse, leverage, jobs created);
- D. Draw on data collected by existing databases from
  - 1. The North Coast Regional Water Quality Control Board;
  - 2. The City of Santa Rosa;
  - 3. The County of Sonoma;
  - 4. Other regulatory agencies as appropriate;
- E. Provide access to current data, reports, and links to existing County of Sonoma resources;
- F. Maintain portions of the portal that will be community facing and provide easy access to current information regarding the Roseland Brownfields Projects.
- G. Include a newsfeed to provide updates on open sites, cleanup progress, upcoming community forums, and the projected completion dates for each site.

Output: The successful launch and use of the Brownfield Online Site Inventory and Information Portal to ensure access to information by the public and as a receptacle for data gathering to be used by the relevant agencies.

**The total amount for Task 3 shall not exceed \$33,000**

### **III B.) Task 3 B. – Site ED Forms**

Consultant shall prepare sixteen property eligibility forms and submit them to the EPA. These will determine properties to undergo Phase I Assessment

**The total amount for Task 3. B. shall not exceed \$13,478**

### **IV) Task 4 - Conduct Phase I Activities**

The Phase I Environmental Site Assessment (ESA) work, to be conducted in accordance with the most recent All Appropriate Inquiry (AAI) and American Society for Testing and Materials (ASTM) criteria, will be completed for up to 18 sites in the Roseland Brownfield Project (RBP) area, to be identified through the site selection and community involvement process.

Outputs: Successful completion of up to 18 Phase I assessments; data collected/submitted to EPA via ACRES online database

**The total amount for Task 4 shall not exceed \$90,000**

**V) Task 5 – Conduct Phase II Activities**

The Phase II ESA work (sampling studies) will be performed at up to five of the Phase I ESA sites. Fieldwork will in many cases, be contracted out to environmental professionals as well as public health and community involvement specialists.

Consultant shall identify up to five of the Phase I sites for Phase II Assessments which shall include:

1. Sampling Analysis Plans and Quality Assurance Project Plans (SAP/QAPP);
2. Any supplemental Site Assessments;
3. Preliminary Endangerment Assessments, Health Risk Assessments, and other Necessary studies.

Outputs: Successful completion of up to five Phase II ESA assessments; data collected/submitted to EPA via ACRES online database.

**The total amount for Task 5 shall not exceed \$150,000**

**VI) Task 6 – Cleanup Plans/End-Use Planning/Health Monitoring**

Consultant shall: Develop Analysis of Brownfield Cleanup Alternatives (ABCAs) and Remedial Action Plans (RAPs) to produce as many "grant-ready" sites for cleanup and monitoring efforts.

Outputs: Develop greatest number of ABCAs and RAPs for up to 18 sites.

**The total amount for Task 6 shall not exceed \$21,000.**

**VII) Task 7 – Reporting Activities**

Stantec will assist the client to comply with reporting requirements in the grant conditions and will consult the USEPA PO on behalf of the client on project specific reporting needs. Regular reports will be provided to the USEPA including Quarterly Progress Reports, Minority Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Reports, and annual Federal Financial Reports. Stantec will input site assessment data into the USEPA Assessment, Cleanup & Redevelopment Exchange System (ACRES) database on an as needed basis. Additionally, Stantec will assist the client with the preparation of a Final Report describing the initial goals and objectives of the brownfields grant, accomplishment of the goals and objectives, and any changes implemented.

**The total amount for Task 7 shall not exceed \$18,000.**

### **Exhibit B-3: Budget and Billing Rates**

Stantec Consulting Services Inc., Roseland Brownfields Community-Wide Assessment Grant  
Budget Table:

Budget Table A – Budget Items	
Task 1 – Project Management and Planning	\$15,000
Task 2 – Community Outreach	\$32,000
Task 3 – Conduct Inventory, Site Selection, and Approval	\$19,522
Task 3b. Prepare and submit site eligibility forms	\$13,478
Task 4 – Conduct Phase I Activities	\$90,000
Task 5 – Conduct Phase II Activities	\$150,000
Task 6 – Cleanup Plans/End-Use Planning/Health Monitoring	\$21,000
Task 7 – Reporting Activities	\$18,000
<b>Total Not to Exceed</b>	<b>\$359,000</b>