

PLANNING & DEVELOPMENT MEMORANDUM
#22-2022

DATE: July 11, 2022

TO: Honorable Mayor Meredith Leighty & City Council Members

THROUGH: Heather Geyer, City Manager 

FROM: Brook Svoboda, Director of Planning & Development 
Eric Ensey, Senior Planner

SUBJECT: CR-116 – NGCC Project Phase II Environmental Site Assessment Agreement

PURPOSE

To consider CR-116, a resolution approving a contract with Terracon Consultants, Inc., for environmental site assessment services associated with the site remediation of the area around the old Recreation Center, part of Phase II of the Northglenn Civic Center (NGCC) Project.

BACKGROUND

In 2017, the City Council approved the NGCC Master Plan, which outlined a vision for redevelopment of the entire 20.7-acre site that currently houses City Hall, the new Recreation Center, and the old recreation center. This long-range, phased plan contemplated redevelopment of the entire NGCC site for civic uses and potential private development opportunities. The first phase of the plan, which included construction of the new Northglenn Recreation Center, Senior Center and Theatre, along with the Memorial Parkway, and associated infrastructure, was completed in 2021 and design work has commenced on the new City Hall.

A further refinement of the vision of the old recreation center site was discussed in March 2022, with the development of a revised conceptual plan for the site that is in alignment with the current City Council goals for the area. As a result of that direction, staff has proceeded with the steps necessary to make the old recreation center site ready for development.

Limited site investigations in the past have identified high levels of lead and arsenic in certain locations on the northern portion of the area. In order to provide a clean site to any future developer, the City will need to work with the Colorado Department of Public Health and Environment (CDPHE) through a Voluntary Cleanup Program (VCP). As part of the process, staff and Terracon met with CDPHE to discuss the necessary steps to apply for the VCP. During this meeting, CDPHE requested additional site investigation to greater assess the soil and environmental groundwater conditions.

This proposed contract would have Terracon perform the testing requirements stated by CDPHE for the purposes of submitting a VCP application. Staff has been working with the Terracon team on preliminary environmental testing of the site since 2021 under the City's Master Services Agreement for engineering services. As a result, this contract was sole-sourced due to the team's work on the project in the past, and timeliness of moving forward with the necessary testing.

For this contract, staff and the consultant team are recommending a contingency of 20% in the event that any unforeseen circumstances would trigger additional testing deemed necessary from CDPHE. Generally, contingencies of this magnitude are not common. However, due to the nature of the work and the uncertainties associated with subsurface soil testing, which could require additional testing from CDPHE after the initial testing, this additional contingency is being requested. This will provide for a more timely response to additional testing if needed.

BUDGET/TIME IMPLICATIONS

Funding for this work is available in the CIP budget for the new City Hall project. Council provided consensus on the updated new City Hall budget in March 2022. Council's direction has been to use cash to fund this new facility. No other funding mechanism is recommended at this time.

Capital Projects Fund	Amount
General Fund reserve	\$8.0M
1/2% sales tax	\$14.6M
Marijuana tax	\$4.5M
Phase I carryover	\$1.5M
Total Project Cost	\$28.6M

Once this contract is approved, Terracon would be authorized to begin the testing immediately. Staff anticipates submitting a VCP application to CDPHE in late summer/early fall 2022. Following CDPHE's approval of the application, site remediation can begin. The remediation scope of work would come back to Council for approval once a firm has been selected for the work through the City's procurement process.

STAFF RECOMMENDATION

Attached is CR-116, a resolution that, if approved, would authorize the Mayor to execute a contract between the City and Terracon Consultants, Inc. for Environmental Site Assessment Activities for Phase II of the NGCC Project for \$85,972, with a contingency of \$17,194, for an amount not to exceed \$103,166. Staff recommends approval of CR-116.

STAFF REFERENCE

If Council members have any comments or questions they may contact Brook Svoboda, Director of Planning & Development, at bsvoboda@northglenn.org or 303.450.8937.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-116
Series of 2022

Series of 2022

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND TERRACON CONSULTANTS, INC. FOR ENVIRONMENTAL SITE ASSESSMENT SERVICES FOR PHASE II OF THE NORTHGLENN CIVIC CENTER PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and Terracon Consultants, Inc., attached hereto, in the amount of \$85,972.00 with a twenty percent (20%) contingency of \$17,194.00 for a total amount not to exceed \$103,166.00 for environmental site assessment services for Phase II of the Northglenn Civic Center Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2022.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Terracon Consultants Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed eighty-five thousand nine hundred seventy-two dollars (\$85,972). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant

to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete, and Consultant shall furnish the City the specified deliverables as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. WORKER WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or
2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under the Agreement, Consultant shall:
 - a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an

additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Kathy Kvasnicka
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached **Exhibits A and B** is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Consultant: Terracon Consultants Inc.
10625 W. I-70 Frontage Rd N. Ste. 3
Wheat Ridge, CO 80033

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

Meredith Leighty
Print Name

Mayor
Title Date

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: 

MARK E. white
Print Name

Principal
Title Date

ATTEST:

By: 
Christopher Watts
Print Name

Project Manager 6/21/22
Title Date

Exhibit A and B
Contract # 2022-094
Terracon



June 22, 2022

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233

c/o Cumming Construction Management, Inc.
Attn: Mr. Nate Richards
P: (303) 569-9983
E: nrichards@ccorpusa.com

RE: Proposal for Further Site Assessment, Revision 1
Northglenn Civic Center Development, North Parcel
11701 Community Center Drive
Northglenn, Colorado 80233
Terracon Proposal No. P25227221

Dear Mr. Richards:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Northglenn (the Client) to conduct additional site assessment activities at the above-referenced property (site). The following sections provide an outline of the project, Terracon’s scope of services, including schedule and compensation.

1.0 PROJECT INFORMATION

The table below is a brief summary of the current site conditions and proposed site development based on Terracon’s knowledge of the site and information provided by the Client and Cumming Construction Management, Inc. Should any of the information or assumptions below be inconsistent with the planned development, please let us know so that we may make any necessary modifications to this proposal.

ITEM	DESCRIPTION
Location	Approximately 20-acres located at 11701 Community Center Drive in Northglenn, Colorado. The general location of the proposed project is 39.9104° N, -104.9885° W.
Current Land Use	The site is developed with the current City Hall, the older Civic Center, a newer Civic Center, Veteran’s Memorial Park, and associated parking, drives, and landscaped areas.
Current Ground Cover	Based on available aerial imagery, ground cover on the subject site outside of the existing buildings consists of asphalt and concrete pavements and manicured turf.

Terracon Consultants Inc. 10625 W I-70 Frontage Rd N Ste 3 Wheat Ridge, CO 80033

P 303-423-3300 F 303-423-3353 terracon.com

Environmental



Facilities



Geotechnical



Materials

Proposal for Further Site Assessment

Proposed Site Redevelopment ■ 11701 Community Center Dr., Northglenn, CO
June 22, 2022 ■ Terracon Proposal No. P25227221



ITEM	DESCRIPTION
Proposed Construction	We understand proposed site development consists of the construction of multiple buildings (i.e., new City Hall, commercial, multi-family for rent, and owner occupied affordable housing), roadways, parking areas, underground utilities, hardscapes and green space.

Limited Site Investigations (LSI's) performed by Ayers (December 2019) and CTL Thompson (November 2020) identified lead- and arsenic-impacted soil with concentrations above the United States Environmental Protection Agency (US EPA) Residential and Industrial Regional Screening Levels (RSLs). This environmentally impacted soil is located sporadically across multiple portions of the northern half of the site from land surface to approximately 8 feet below ground surface (feet bgs). The CTL Thompson LSI also identified one soil sample (TH-13E) with a lead concentration that exceeded the US EPA Toxicity Characteristic Leaching Procedure (TCLP) standard of 5 milligrams per liter (mg/L). Ayers and CTL Thompson believe the lead- and arsenic-impacted soil are associated with historic urban fill that was imported to the site during previous site development. Each LSI stated that the site should be enrolled in Colorado Department of Public Health and the Environment, Voluntary Cleanup Program (CDPHE VCP) and that all site work be performed in accordance with a Material Management Plan (MMP).

An LSI was also performed by Terracon in the southern half of the site in October 2021. Soil and groundwater samples collected during the LSI activities did not contain any contaminants of concern exceeding applicable regulatory standards with the exception of one soil sample collected in the northeastern portion of the investigated area. Soil sample SB-06 contained arsenic and lead concentrations that exceeded US EPA's Industrial RSLs. It should be noted that this soil sample was collected from an area of the site that overlapped with the area investigated by CTL Thompson. This area contained arsenic and lead soil concentrations that exceeded US EPA RSLs. Terracon's LSI recommend the use of an MMP during construction activities that would disturb soil and/or groundwater at the site and enrollment in the VCP.

Terracon, Cumming Construction Management, Inc., and the Client met with CDPHE on May 11, 2022 to discuss the environmental findings to date and the site redevelopment plan as they relate to the VCP Application and project timeline. During this meeting, the CDPHE requested additional site investigation to more fully assess the vertical and horizontal extents of lead- and arsenic-impacted soil and environmental groundwater conditions in the northern half of the site.

2.0 SCOPE OF SERVICES

The proposed scope of services was prepared in response to the May 11, 2022 meeting. The scope of services within this proposal includes:

- Phase I Assessment - Further assessment of the northern parcel prior to demolition of the Northglenn Recreational Center to address the following data gaps:
 - Arsenic- and lead-impacted soil data density;
 - Full soil waste characterization for landfill disposal purposes; and,
 - Groundwater characterization.
- Phase II Assessment - Further assessment beneath the Northglenn Recreational Center footprint after the building is demolished. The Northglenn Recreational Center is anticipated to be demolished in November 2022. Additional TCLP analysis around CTL boring TH-13E will also occur during this assessment.
- Preparation of a summary report to include updated tables and figures to better illustrate areas impacted by either lead or arsenic at depth where concentrations exceed either the Residential or Industrial US EPA RSL or TCLP standards.

2.1 Utility Clearance, Health and Safety Plan Preparation, and Boring Location Meeting

A 48-hour notice-of-intent to advance the LSI borings will be filed with the Utility Notification Center of Colorado (UNCC) to identify the public subsurface utilities at the site. Terracon will conduct the field work under a health and safety plan developed specifically for this project. Work will be performed using Occupational Safety and Health Administration Level D work attire consisting of hard hats, safety glasses, safety vests, protective gloves, and protective boots. In addition, Terracon will contract a private utility locating service to further clear the drilling locations. Following the completion of the utility location services, Terracon will meet with site development representatives to review the proposed soil boring locations to agree on specific locations that will not damage newly completed construction.

2.2 Phase I Soil Sampling and Laboratory Analytical Program

A total of 27 soil borings are proposed to be advanced to approximately 10 feet below ground surface (bgs) or until refusal utilizing a direct push drilling rig for the collection of soil samples for laboratory analysis. A qualified well driller with field oversight from a Terracon environmental scientist will perform these drilling services. Refer to the attached **Exhibit 1** for the proposed soil boring locations. The proposed sampling locations and number of soil borings may be modified in the field to account for utility clearance, access limitations, and/or site conditions.

Field soil samples will be collected during drilling to document lithology, color, visual observations of impacts, and for laboratory analysis. Soil samples will be collected at 2-foot vertical intervals

Proposal for Further Site Assessment

Proposed Site Redevelopment ■ 11701 Community Center Dr., Northglenn, CO
June 22, 2022 ■ Terracon Proposal No. P25227221



for the entire depth of the soil boring. Terracon assumes five soil samples will be collected from each soil boring.

Each soil sample will be analyzed for Resource Conservation and Recovery Act (RCRA) Metals Arsenic and Lead by Environmental Protection Agency (EPA) Methods 6010. Ten percent of soil borings locations with two samples per boring are also proposed to be analyzed for RCRA Metals by EPA Method 6010 and 7471, volatile organize compounds (VOCs) by EPA Method 8260, polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270, pesticides by EPA Method 8081, and herbicides by EPA Method 8151 for future waste characterization and landfill disposal purposes. Up to four soil samples reported at concentration exceeding the TCLP trigger values (i.e., lead above 100 milligrams per kilogram [mg/kg] or arsenic above 100 mg/kg) will be submitted to the laboratory for TCLP RCRA Metals by EPA preparation Method 1311 and analysis Method 6010 and 7471.

Analysis	Sample Type	No. of Samples*	US EPA/Laboratory Method
As and Pb	Soil	135	6010
VOCs	Soil	6	8260
PAHs	Soil	6	8270
RCRA 8 Metals	Soil	6	6010/7471
Pesticides	Soil	6	8081
Herbicides	Soil	6	8151
TCLP Metals	Soil	4	1311/6010

*Note that the proposal fees are on a time and material basis to account for the acknowledged variability in the number of soil samples. The client will only be billed for soil samples collected and analyzed by the laboratory.

Samples will be submitted to a laboratory for analysis following standard chain-of-custody procedures. Samples will be handled and processed at all times by personnel wearing disposable nitrile gloves. Sampling equipment will be cleaned prior to project commencement and before beginning each sampling location. Non-dedicated drilling and sampling equipment will be cleaned using an Alconox® detergent wash and potable water rinse prior to commencement of the project and between the collection of each sample.

The client will be notified of any significant modifications to the sampling locations or analytical parameters. Investigation and sample collection procedures will be conducted in accordance with local industry standard practices. Soil boring locations will be plugged and abandoned in accordance with applicable state requirements.

For cost estimating purposes, Terracon assumes one drum of investigation derived waste (IDW) will be generated during the drilling. Terracon assumes the drums will be characterized as non-hazardous waste. If profiling and manifesting is necessary, then the client will be responsible for

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executing the drafts prepared by Terracon as the waste generator. These drums will be removed from the site for offsite disposal following acceptance by a receiving landfill.

Terracon estimates the soil collection scope of work will be completed in two days.

2.3 Task 2 - Groundwater Monitoring Well Installation and Sampling

Terracon proposes to advance three soil borings with conversion to 2-inch permanent groundwater monitoring wells. Refer to the attached **Exhibit 1** for the proposed monitoring well locations. Soil samples will be collected during drilling to document lithology, color, and for laboratory analysis. Soil samples will be field screened using sensory methods and with a photoionization detector (PID) equipped with a 10.6 electron volt ultraviolet lamp source to evaluate for the presence of potential volatile organic compound vapors. One soil sample will be collected from each soil boring for laboratory analysis based on visual observations, PID screening results, and areas most likely to have been impacted by identified COCs. A notice of intent to construct a groundwater monitoring well will be completed and submitted to the Colorado Department of Water Resources (DWR) per regulations. Well completion diagrams will be submitted to DWR following completion. At this time, Terracon does not anticipate registering the monitoring wells as permanent monitoring wells, but well permitting fees would be due to DWR if the monitoring wells are left in place for over 18 months.

The proposed groundwater monitoring wells will be constructed to an approximate depth of 30 feet bgs. Monitoring wells will be screened with 2-inch diameter, 0.010-inch slotted polyvinyl chloride (PVC) well screen from the bottom of the boring to above the observed water table and 2-inch diameter solid PVC well casing to the land surface. Based on the Ayers groundwater assessment, Terracon anticipates between 10 to 20 feet of screen length. A 10/20 graded silica sand filter pack will be placed from the bottom of the well to approximately two feet above the top of well screen, followed by a hydrated bentonite chip annular seal to approximately 1- foot bgs. The monitoring well will be fitted with locking J-plug well cap and a flush-mount, traffic rated manhole. Soil cuttings will be containerized on site in 55-gallon drums for subsequent characterization and disposal.

Terracon will return to the site approximately 24-hours after monitoring well installation to develop the wells. Monitoring wells will be developed by surge blocking and bailing prior to sampling the onsite groundwater. Terracon personnel will measure the static groundwater level to the nearest 0.01 foot at the top of the well casing in each of the monitoring wells to assess if adequate groundwater is present for development. The groundwater monitoring wells will be developed utilizing a polyethylene weighted bailer or a dedicated purge pump until a minimum of three to five well casing volumes of groundwater have been removed or the groundwater monitoring wells have been purged dry. After development, the groundwater monitoring wells will be allowed to reach equilibrium for 24-hours prior to groundwater sample collection. Purge water will be containerized on site in 55-gallon drums for subsequent characterization and disposal.

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Terracon will survey the ground surface and top of well casing elevations of the monitoring wells following well completion. The monitoring wells will be surveyed for the purpose of developing a groundwater surface elevation map. The monitoring well survey will be completed during the same mobilization as the monitoring well development.

No sooner than 24-hours after monitoring well development, Terracon personnel will collect groundwater samples from each well for laboratory analytical testing to evaluate groundwater quality. Prior to purging the monitoring wells, the monitoring well total depth, depth to water, pH, temperature, dissolved oxygen (DO), specific conductivity, and oxidation reduction potential (ORP) will be measured, and the initial color and clarity of the groundwater recorded for each monitoring well. The monitoring well will be considered purged once water quality parameters temperature, pH, and specific conductivity have stabilized or the monitoring well has purged dry. The water quality parameters are considered stabilized when three consecutive readings of pH are +/- 0.1 pH units, specific conductivity are +/- 3% microsiemens per centimeter ($\mu\text{S}/\text{cm}$), temperature readings are +/- 0.1 degrees Celsius, and dissolved oxygen (DO) readings are +/- 0.2 mg/L. Purge water will be containerized on site in 55-gallon drums for subsequent characterization and disposal.

Groundwater samples will be collected utilizing a low-flow peristaltic pump and single use sample tubing or a new dedicated disposable polypropylene bailer. The groundwater samples collected in laboratory supplied containers, placed in a cooler on ice, and transported to the laboratory under chain-of-custody protocol for laboratory analysis per the following table. Groundwater analysis will be performed per the below table.

Analysis	Sample Type	No. of Samples*	US EPA/Laboratory Method
VOCs	Groundwater	3	8260
PAHs	Groundwater	3	8270
Dissolved RCRA 8 Metals	Groundwater	3	6010/7471
Pesticides	Groundwater	3	8081
Herbicides	Groundwater	3	8151
VOCs	Soil	3	8260
PAHs	Soil	3	8270
RCRA 8 Metals	Soil	3	6010/7471

*The client will only be billed for groundwater samples collected and analyzed by the laboratory.

The client will be notified of any significant modifications to the sampling locations or analytical parameters. Groundwater samples will be handled and processed by personnel wearing clean nitrile gloves. Non-dedicated sampling equipment will be cleaned using an Alconox® detergent wash and distilled water rinse prior to commencement of the project and between collection of each groundwater sample.

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For cost estimating purposes, Terracon assumes eight drums of IDW will be generated during the drilling, and three drums will be generated during monitoring well development and sampling. Terracon assumes the drums will be characterized as non-hazardous waste. If profiling and manifesting is necessary, then the client will be responsible for executing the drafts prepared by Terracon as the waste generator. These drums will be removed from the site for offsite disposal following acceptance by a receiving landfill.

Terracon estimates the monitoring well installation scope of work will be completed in two days, and development, surveying, and groundwater sampling will be completed in two additional days.

2.4 Phase II Soil and Sampling and Laboratory Analytical Program Beneath the Northglenn Recreational Center

A total of 15 soil borings are proposed to be advanced to approximately 10 feet bgs or until refusal utilizing a direct push drilling rig for the collection of soil samples for laboratory analysis. Terracon assumes that the building foundation will be removed as a part of demolition activities and that concrete coring will not be required. A qualified well driller with field oversight from a Terracon environmental scientist will perform these drilling services. Refer to the attached **Exhibit 1** for the proposed soil boring locations. The proposed sampling locations and number of soil borings may be modified in the field to account for utility clearance, access limitations, and/or site conditions.

Field soil samples will be collected during drilling to document lithology, color, visual observations of impacts, and for laboratory analysis. Soil samples will be collected at 2-foot vertical intervals for the entire depth of the soil boring. Terracon assumes five samples will be collected from each soil boring.

Each soil sample will be analyzed for RCRA Metals Arsenic and Lead. Ten percent of soil borings locations with two samples per boring are also proposed to be analyzed for RCRA Metals, VOCs, PAHs, pesticides and herbicides. The four soil borings around CTL boring TH-13E will be submitted to the laboratory for TCLP RCRA Metals. Up to an additional two soil samples reported at concentration exceeding the TCLP trigger values will also be submitted to the laboratory for TCLP RCRA Metals.

Analysis	Sample Type	No. of Samples*	US EPA/Laboratory Method
As and Pb	Soil	75	6010
VOCs	Soil	4	8260
PAHs	Soil	4	8270
RCRA 8 Metals	Soil	4	6010/7471
Pesticides	Soil	4	8081
Herbicides	Soil	4	8151
TCLP Metals	Soil	6	1311/6010

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*Note that the proposal fees are on a time and material basis to account for the acknowledged variability in the number of soil samples. The client will only be billed for soil samples collected and analyzed by the laboratory.

Samples will be submitted to a laboratory for analysis following standard chain-of-custody procedures. Samples will be handled and processed at all times by personnel wearing disposable nitrile gloves. Sampling equipment will be cleaned prior to project commencement and before beginning each sampling location. Non-dedicated drilling and sampling equipment will be cleaned using an Alconox® detergent wash and potable water rinse prior to commencement of the project and between the collection of each sample.

The client will be notified of any significant modifications to the sampling locations or analytical parameters. Investigation and sample collection procedures will be conducted in accordance with local industry standard practices. Temporary investigation locations will be plugged and abandoned in accordance with applicable state requirements. For cost estimating purposes, Terracon assumes one drum of IDW will be generated during the drilling.

Terracon estimates the soil collection scope of work will be completed in one and a half days.

2.5 Task 4 - Data Management

A global positioning system (GPS) unit will be utilized to collect the spatial location for the scopes of work described in Tasks 1 through 3.

2.5.1 Data Compilation and Evaluation

Terracon will compile and evaluate relevant data (i.e., previously collected data from Ayers, CTL, and Terracon) in support of this project. Available data may include legacy and contemporary analytical data, publicly available data, or other data from proprietary sources. Terracon will search for and compile the relevant information to best suite our project and client needs. As part of this evaluation, we will inventory and document data sources, data format, available time-series, and any relevant data gaps and limitations. Terracon will also coordinate with contract analytical laboratories to establish requirements for electronic data deliverables (EDD for future sampling events) and request historic analytical data as available.

2.5.2 Data Management Plan

Terracon will produce a Data Management Plan (DMP) documenting data sources, data quality objectives, data workflows, and anticipated end users/end usage of the data. End usage of the data may include standard tabular and map reporting products, web-based maps and dashboards, or other real-time operations management and reporting tools. Details regarding data gathering equipment (e.g. GPS or GNSS receivers, sensors, and other instrumentation) will

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be documented, along with any requirements for data accuracy, and data management, including reference to projected coordinate systems and datums that will be used. The DMP will define file formats, organization requirements, and naming conventions for all raw and processed data files. The DMP will also document laboratories and data providers and requirements for the exchange of electronic data deliverables and data export formats. Details including sample naming conventions and examples will be included in the DMP. The purpose of the DMP is to help ensure that the project team and contract laboratories and data providers understand the project data requirements and access to the necessary systems and documentation. The DMP will be updated and revised throughout project life cycle, particularly if/when system requirements change, or laboratories, data providers, or other data sources change. Terracon will coordinate with you to ensure that the scope of the data management plan appropriately meets the requirements and objectives for this project.

2.5.3 Data Migration and Database Development

Terracon will develop a project relational database and geodatabase to support the project based on the specific needs of the project. The relational database will be developed using Earthsoft EQuIS, accompanied by a dedicated project GIS directory containing raw data files, processing code (if applicable), documentation, and customized file geodatabase for the project. The project directory will include all native data files used to publish any map or web based data products. This project directory is designed to facilitate interoperability between a wide variety of geospatial and design applications and can be easily transferred to the client upon request.

Data migration for legacy project data into EQuIS will be limited to available data provided and specified in this scope of work. Regulatory reporting limits will be incorporated in the project database as needed. Available data will be appropriately formatted, attributed, and qualified as historic data in preparation for data import. This process will also include creation of any necessary lookup tables and valid values based on the requirements defined in the Data Management Plan.

2.5.4 Quality Assurance/Quality Control

Data Quality Assurance/Quality Control (QA/QC) will be performed in accordance with the Data Quality Objectives defined in the data management plan.

2.5.5 Data Reporting and Project Delivery

Terracon systems are configured to facilitate efficient query, posting, and exchange of data from EQuIS to various tabular and map-based reporting products. Spatial analysis, interpolation, and volumetric modeling are commonly used methods to explore, understand, and communicate project data. Terracon uses best-in-class technology including Earthsoft EQuIS, ArcGIS Enterprise and the complete suite of ArcGIS Desktop applications and extensions, AutoCAD

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Civil3D, Bentley Microstation, Earth Volumetric Studio (EVS) and other software applications to deliver customized data visualization products to meet the individual needs of our projects.

2.6 Task 5 - Preparation of Summary Report

Following site activities and receipt of the laboratory analytical results, a report will be prepared that will include the following:

- Documentation of field activities;
- Site plan showing pertinent site features;
- Soil boring logs;
- Analytical laboratory results;
- Data evaluation and presentation of findings;
- Estimated areas and volumes of hazardous and non-hazardous-impacted soil, and,
- Recommendations concerning further action, if necessary.

The final written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments and recommendations presented in the final written report will be based on the information collected as discussed in this proposal.

Two separate summary reports will be prepared to summarize the phased scopes of work. The summary reports will be incorporated into the VCP application or addendum, as appropriate.

3.0 SCHEDULE

Terracon is ready to begin with Task 1, 2 and 4 of the proposed work upon receipt of the written notice to proceed (NTP) and execution of an Agreement for Professional Services (PSA) issued by the City of Northglenn. Based on currently driller availability, Terracon anticipates performing Task 1 and 2 around one month after Client authorization.

4.0 GENERAL COMMENTS

The summary reports be prepared for the exclusive use and reliance of the City of Northglenn. Reliance by any other party is prohibited without the written authorization of the Client and Terracon. Reliance on the referenced documents by the Client will be subject to the terms, conditions, and limitations stated in the Agreement for Professional Services, sections of this proposal incorporated herein, and the referenced documents.

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Terracon’s services will be performed in a manner consistent with generally accepted practices of the professional undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, expressed or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These services will be performed in accordance with the scope of work agreed with you, our Client, as set forth in this proposal.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, non-detectable, or not present during these or prior services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during prior investigations. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of services

5.0 COMPENSATION

The scope of services outlined in this proposal will be performed on a Time and Materials basis as detailed on the table below and for the costs in the attached cost estimate. If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted, and upon request, proposed costs for additional work will be provided. Authorization will be obtained prior to commencement of additional work outside the scope of this proposal.

TASK	Basis	FEES
Task 1 – Phase I Soil Sampling	Time and Materials	\$27,161
Task 2 – Monitoring Well Installation and Sampling	Time and Materials	\$24,970
Task 3 – Phase II Soil Sampling	Time and Materials	\$20,901
Task 4 – Data Management	Time and Materials	\$7,760
Task 5 – Summary Reports	Time and Materials	\$5,180
	SUBTOTAL	\$85,972
	*Contingency (20%)	\$17,194
	TOTAL	\$103,166

*Contingency only to be utilized with additional Client approval. Contingency of 20% per 6/21/22 Client meeting.

The fee is valid for 60 days from the date of this proposal. This proposal and cost estimate were prepared based on the assumptions defined below.

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- Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Terracon will contact the Colorado One Call with regard to on-site explorations. It should be noted that Terracon will not be responsible for unmarked or undocumented utilities not identified by these efforts, which sustain damage from our investigatory activities.
- Analytical Quality Assurance/Quality Control (QA/QC) will be performed in accordance with EPA SW 846 *Test Methods for Evaluating Solid Waste* by the subcontract testing laboratory.
- Field services will be performed in U.S. Occupational Safety and Health Administration (OSHA) Level D attire. Client will be responsible for additional costs should an upgrade to personal protective equipment be required due to conditions encountered at site.
- A private contractor will be used for locating utilities on private land that are not within the purview of public utility locating services.
- The recreational center building foundation will be removed as a part of demotion. Concrete coring costs will be estimated separately if the foundation is left in place.
- IDW will be characterized as non-hazardous waste.
- Traffic control services are not required.
- The site is readily accessible by truck.
- Services can be performed during normal business hours (Monday through Friday, 7:00 am to 5:00 pm).

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

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June 22, 2022 ■ Terracon Proposal No. P25227221

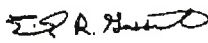


6.0 AUTHORIZATION

If this proposal meets with your approval, work may be initiated by providing a written Notice to Proceed per our Professional Services Agreement. Refer to the attached proposal detail for assumptions and limitations. Project initiation may be expedited by emailing a signed copy to the undersigned.

If you should have any questions or comments regarding this proposal, please contact either of the undersigned. We appreciate the opportunity to provide you with this proposal and look forward to working with you on your project.

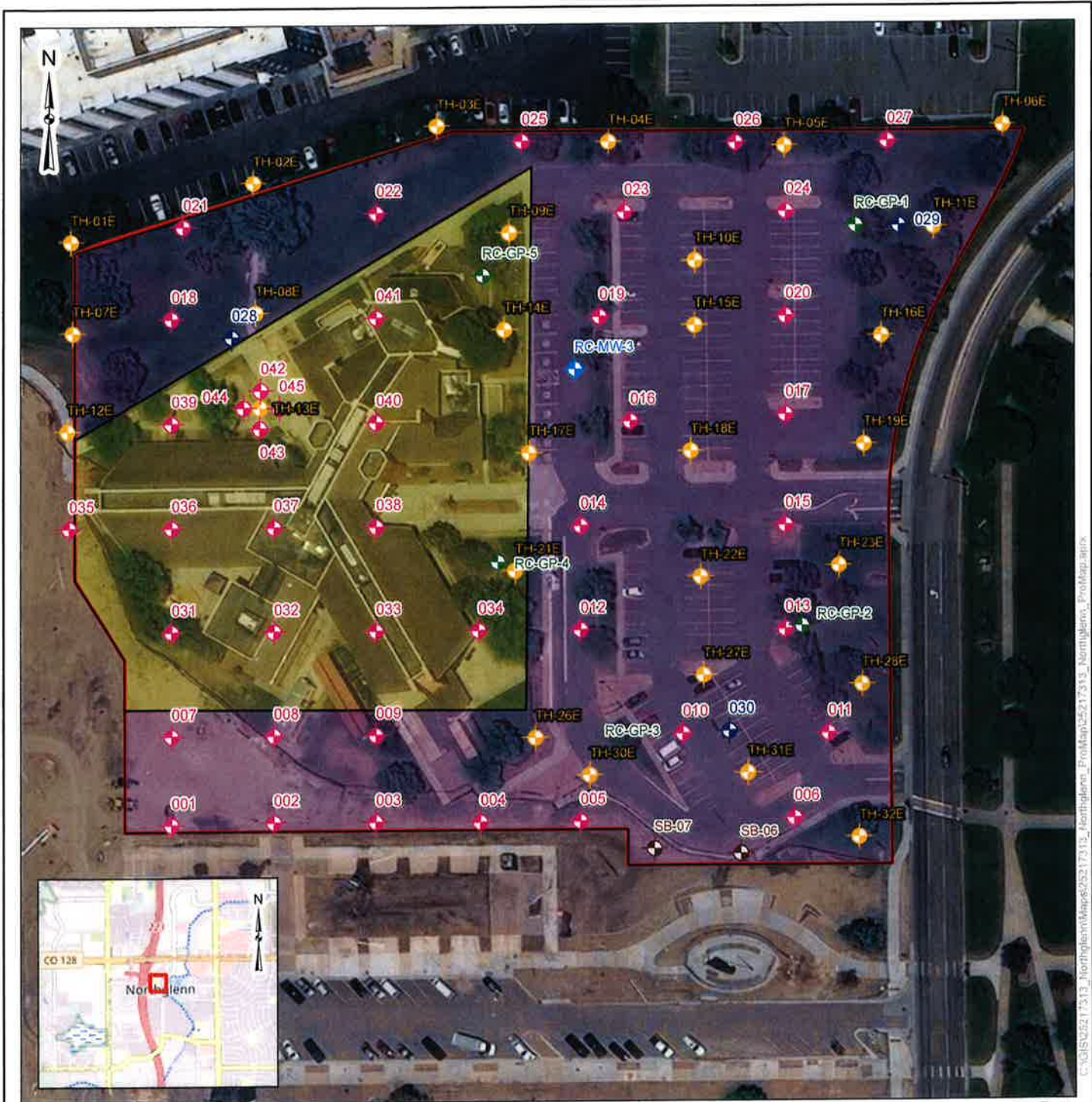
Sincerely,
Terracon Consultants, Inc.


Erik R. Gessert, P.E.
Senior Remediation Engineer
Senior Associate


Mark E. White, P.G.
Environmental Department Manger
Principal

Copied: Eric Ensey (City of Northglenn)
Jack Christensen (Cumming Construction Management)

Attachments: Exhibit 1 – LSI Proposal Map
Table 1 - Cost Estimate



Legend

- Proposed Soil Boring
- Proposed Monitoring Well
- Previous Ayers Monitoring Well
- Previous Ayers Soil Boring
- Previous Terracon Soil Boring
- Previous CTL Soil Boring
- Phase I Extents
- Phase II Extents
- Property Boundary



DATA SOURCES:
ESRI - Basemaps

Project No.:	25217313
Date:	May 2022
Drawn By:	EMA
Reviewed By:	ERG



10625 W I70 Frontage Rd N
Wheat Ridge, CO

PH. 303-423-3300 terracon.com

LSI Proposal Map

Northglenn Environmental Services
11701 Community Center Dr,
Northglenn, CO 80233

Exhibit

1

TABLE 1 - COST ESTIMATE



City of Northglenn/Cumming
 Northglenn Civic Center Development
 Further Site Assessment

6/22/2022
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Category	Rate	Units	Quantity	Unit Cost	Markup	Cost
Task 1 - Phase I Soil Sampling						
Department Manager	\$200	Hour	2	\$400.00	0%	\$400.00
Senior Engineer	\$180	Hour	10	\$1,800.00	0%	\$1,800.00
Staff Engineer	\$110	Hour	26	\$2,860.00	0%	\$2,860.00
Field Engineer	\$100	Hour	34	\$3,400.00	0%	\$3,400.00
Clerical	\$70	Hour	1	\$70.00	0%	\$70.00
Private Utility Locates	\$1,075	LS	1	\$1,075.00	15%	\$1,236.25
Drilling Services	\$6,470	LS	1	\$6,470.00	15%	\$7,440.50
Field Sampling Kit	\$25	Day	2	\$50.00	0%	\$50.00
GPS Field Unit	\$150	Day	2	\$300.00	0%	\$300.00
Personal Protective Equipment 1	\$65	Day	5	\$325.00	0%	\$325.00
Vehicle Charge (35 miles rt)	\$0.65	Mile	175	\$113.75	0%	\$113.75
Individual Metals - Pb and As	\$28	Sample	150	\$3,900.00	15%	\$4,485.00
RCRA 8 Metals	\$75	Sample	6	\$450.00	15%	\$517.50
VOCs	\$78	Sample	6	\$468.00	15%	\$538.20
PAHs	\$79	Sample	6	\$474.00	15%	\$545.10
TCLP RCRA Metals in Soil	\$112	Sample	4	\$448.00	15%	\$515.20
Pesticides	\$120	Sample	6	\$720.00	15%	\$828.00
Herbicides	\$185	Sample	6	\$1,110.00	15%	\$1,276.50
IDW Disposal (Non-Haz)	\$400	Drum	1	\$400.00	15%	\$460.00
Task 1 Sub-Total:						\$27,161
Task 2 - Monitoring Well Installation and Sampling						
Department Manager	\$200	Hour	1	\$200.00	0%	\$200.00
Senior Engineer	\$180	Hour	10	\$1,800.00	0%	\$1,800.00
Staff Engineer	\$110	Hour	4	\$440.00	0%	\$440.00
Field Engineer	\$100	Hour	50	\$5,000.00	0%	\$5,000.00
Clerical	\$70	Hour	1	\$70.00	0%	\$70.00
Drilling Services	\$7,445	LS	1	\$7,445.00	15%	\$8,561.75
Field Sampling Kit	\$25	Day	4	\$100.00	0%	\$100.00
Photoionization Detector	\$75	Day	2	\$150.00	0%	\$150.00
Interface Prob, 100ft	\$90	Day	4	\$360.00	0%	\$360.00
Disposable Bailer	\$20	Each	3	\$60.00	0%	\$60.00
Peristaltic Pump	\$60	Day	1	\$60.00	0%	\$60.00
YSI 556 Meter, Flow Cell	\$170	Day	1	\$170.00	0%	\$170.00
Purge-Pump	\$50	Day	1	\$50.00	0%	\$50.00
Well Surge Block	\$10	Well	3	\$30.00	0%	\$30.00
Personal Protective Equipment 1	\$65	Day	4	\$260.00	0%	\$260.00
Level & Tri-pod	\$50	Day	1	\$50.00	0%	\$50.00
Vehicle Charge (35 miles rt)	\$0.65	Mile	175	\$113.75	0%	\$113.75
RCRA 8 Metals	\$75	Sample	6	\$450.00	15%	\$517.50
VOCs	\$78	Sample	6	\$468.00	15%	\$538.20
PAHs	\$79	Sample	6	\$474.00	15%	\$545.10
Pesticides	\$120	Sample	3	\$360.00	15%	\$414.00
Herbicides	\$185	Sample	3	\$555.00	15%	\$638.25
Drums	\$70	Each	3	\$210.00	15%	\$241.50
IDW Disposal (Non-Haz - water)	\$400	Drum	3	\$1,200.00	15%	\$1,380.00
IDW Disposal (Non-Haz - soil)	\$350	Drum	8	\$2,800.00	15%	\$3,220.00
Task 2 Sub-Total:						\$24,970
Task 3 - Phase II Soil Sampling Beneath Rec Center						
Department Manager	\$200	Hour	2	\$400.00	0%	\$400.00
Senior Engineer	\$180	Hour	8	\$1,440.00	0%	\$1,440.00
Staff Engineer	\$110	Hour	23	\$2,530.00	0%	\$2,530.00
Field Engineer	\$100	Hour	27	\$2,700.00	0%	\$2,700.00
Clerical	\$70	Hour	1	\$70.00	0%	\$70.00
Private Utility Locates	\$1,075	LS	1	\$1,075.00	15%	\$1,236.25
Drilling Services	\$5,085	LS	1	\$5,085.00	15%	\$5,847.75
Field Sampling Kit	\$25	Day	2	\$50.00	0%	\$50.00
GPS Field Unit	\$150	Day	2	\$300.00	0%	\$300.00
Personal Protective Equipment 1	\$65	Day	5	\$325.00	0%	\$325.00
Vehicle Charge (35 miles rt)	\$0.65	Mile	175	\$113.75	0%	\$113.75
Individual Metals - Pb and As	\$28	Sample	75	\$1,950.00	15%	\$2,242.50
RCRA 8 Metals	\$75	Sample	4	\$300.00	15%	\$345.00
VOCs	\$78	Sample	4	\$312.00	15%	\$358.80
PAHs	\$79	Sample	4	\$316.00	15%	\$363.40
TCLP RCRA Metals in Soil	\$112	Sample	6	\$672.00	15%	\$772.80
Pesticides	\$120	Sample	4	\$480.00	15%	\$552.00
Herbicides	\$185	Sample	4	\$740.00	15%	\$851.00
IDW Disposal (Non-Haz - soil)	\$350	Drum	1	\$350.00	15%	\$402.50
Task 3 Sub-Total:						\$20,901
Task 4 - Data Management						
Senior Engineer	\$180	Hour	6	\$1,080.00	0%	\$1,080.00
Senior Data Analyst	\$130	Hour	24	\$3,120.00	0%	\$3,120.00
GIS Analyst	\$115	Hour	24	\$2,760.00	0%	\$2,760.00
Field Engineer	\$100	Hour	8	\$800.00	0%	\$800.00
Task 4 Sub-Total:						\$7,760
Task 5 -						
Department Manager	\$200	Hour	4	\$800.00	0%	\$800.00
Senior Engineer	\$180	Hour	8	\$1,440.00	0%	\$1,440.00
Field Engineer	\$100	Hour	28	\$2,800.00	0%	\$2,800.00
Clerical	\$70	Hour	2	\$140.00	0%	\$140.00
Task 5 Sub-Total:						\$5,180
Project Sub-Total:						\$85,972
Contingency 20%:						\$17,194
Project Total Cost:						\$103,166

MASTER SERVICES AGREEMENT**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 01/04/2022 between City of Northglenn ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Northglenn Civic Center Development - Further Site Assessment project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 06/01/2022 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

See proposal P25227221, dated June 1, 2022.

2. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See proposal P25227221, dated June 1, 2022.

3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See proposal P25227221, dated June 1, 2022.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **6/1/2022**
Name/Title: **Mark E White / Environmental Department Manager**
Address: **10625 W I70 Frontage Rd N Ste 3
Wheat Ridge, CO 80033-1729**
Phone: **(303) 423-3300** Fax: **(303) 423-3353**
Email: **Mark.White@terracon.com**

Client: **City of Northglenn**
By: _____ Date: _____
Name/Title: **Eric Ensey/Senior Planner**
Address: **11701 Community Center Drive
Northglenn, CO 80233**
Phone: _____ Fax: _____
Email: **eensey@northglenn.org**

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH A WORKER WITHOUT AUTHORIZATION

FROM: Terracore Consultants Inc
(Prospective Contractor)

TO: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Project Name Northglenn Civic Center Phase II

Bid Number 2022-094 Project No. _____

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 21 day of June, 2022

Prospective Contractor Terracore Consultants

By: [Signature]

Title: Principal

To be completed if contractor is providing services and has employees.

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, MARK E. WHITE, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the City within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

[Signature]
Contractor Signature

6-21-22
Date

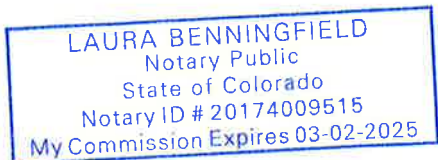
STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 21st day of June, 2022 by mark white as Principal of Terracon Consultants Inc

My commission expires:

(SEAL)

[Signature]
Notary Public



To be completed if contractor is providing services and has employees.