

**PUBLIC WORKS MEMORANDUM
#26-2025**

DATE: Dec. 1, 2025

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*
Jason Loveland, Deputy City Manager *JL*

FROM: Sarah Borgers, Director of Public Works *SB*

SUBJECT: CR-120 – Brownfields Remediation Contract

PURPOSE

To consider CR-120, a resolution approving a contract with Terracon Consultants Inc. for the Brownfields Remediation project at the former recreation center site.

BACKGROUND

In 2024, the City was awarded an Environmental Protection Agency (EPA) Brownfields Grant to facilitate the removal of contaminated soils at the former recreation center site. Terracon provided soil sampling services and assisted with developing the site remediation plan that was used in the grant application.

Due to Terracon’s familiarity with both the former recreation center site, the project requirements under the EPA grant, and the EPA’s grant reporting and contractor requirements, the City has been directed by the EPA to continue using Terracon for the remediation work at the site.

This proposed contract scope includes hiring and directing the work of the site civil engineers, the earth work contractor, soil sampling services during the remediation, and final site grading and revegetation efforts.

BUDGET/TIME IMPLICATIONS

	Amount
Civic Center MP Phase 2 – Site Work Budget	\$1,466,875.00
Terracon Consultants, Inc. Contract	\$ (347,075.00)
Contingency (10%)	\$ (34,707.50)
Budget Remaining	\$1,085,092.50

STAFF RECOMMENDATION

Attached is CR-120, a resolution that, if approved, would authorize the Mayor to execute a contract between the City of Northglenn and Terracon Consultants, Inc., for the old recreation center Brownfield Remediation project in an amount not to exceed \$347,075.00. This resolution will also authorize the City Manager to approve minor changes in the scope of the project and execute relevant change orders up to an approved expenditure limit of \$381,782.50. Staff recommends approval of CR-120.

STAFF REFERENCE

If Council members have questions, please contact Sarah Borgers at sborgers@northglenn.org or 303.450.4005.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER’S RESOLUTION

RESOLUTION NO.

No. CR-120
Series of 2025

Series of 2025

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND TERRACON CONSULTANTS, INC. FOR THE BROWNFIELDS REMEDIATION PROJECT AT THE FORMER RECREATION CENTER SITE

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 \$347,075.00 with a 10% contingency of \$34,707.50 for a total contract amount not to exceed \$381,782.50 for the Brownfields Remediation Project at the former recreation center site is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2025.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 10th day of November 20 25, 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 three hundred forty-seven thousand seventy-five dollars (\$347,075). 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. 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).

IX. 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: Risk Manager
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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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:	<u>Terracon Consultants, Inc.</u> <u>PO Box 959673</u> <u>St. Louis, MO 63195-9673</u>

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

CITY OF NORTHGLENN, COLORADO

By: _____

Meredith Leighty
Print Name

City Manager
Title Date

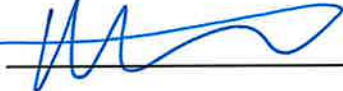
ATTEST:

Johanna Small, MMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney


CONSULTANT:

By:  _____

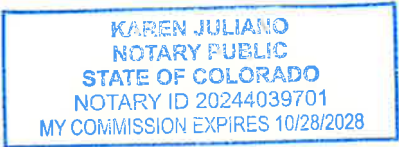
Mat Fielding
Print Name

Director Regional Operations 11/10/2025
Title Date

ATTEST:

By:  _____
Karen Juliano
Print Name

Notary Public 11/10/2025
Title Date





10625 W 170 Frontage Rd N Ste 3
Wheat Ridge, CO 80033-1729
P 303-423-3300
Terracon.com

October 1, 2025

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233

Attn: Ms. Tami Moon
P: (303) 450-4070
E: tmoon@northglenn.org

Re: Proposal for Remediation Oversight – Exhibit A
Northglenn Civic Center Development
11801 Community Center Drive
Northglenn, Colorado 80233
Terracon Proposal No. P25247346

Dear Ms. Moon:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Northglenn (Client) to conduct remediation oversight and other site closeout activities at the above-referenced site. The purpose of this oversight is to confirm and document removal of lead and arsenic impacted soil in the footprint of the recently demolished Northglenn Recreational Center building and associated parking lot and landscaped areas.

Scope of Services
(see Section 2.0 of attached Proposal Detail)

Schedule
(see Section 3.0 of attached Proposal Detail)

Remedial oversight and site closeout activities, as outlined in the following tasks:

- Task 1: Voluntary Cleanup Program/Brownfields Workplan implementation oversight
- Task 2: Site Civil Engineering Services - Subcontracted
- Task 3: Brownfields programmatic compliance assistance
- Task 4: Development of Post-Construction Materials Management Plan and Notice of Environmental Use Restriction and No Action Determination request assistance

Refer to the attached Exhibit 1 for soil remediation areas.

It is Terracon’s understanding that soil remediation activities are scheduled to begin in Fall 2025.

Proposal for Remediation Oversight – Exhibit A
Northglenn Civic Center Development | Northglenn, Colorado
October 1, 2025 | Terracon Proposal No. P25247346



1.0 Project Information

The site consists of an approximate 6.85-acre parcel located at 11801 Community Center Drive associated with Adams County Assessor's Parcel number 0171903214005. The irregularly shaped parcel was formerly improved with an approximately 50,000-square-foot, municipal Recreation Center constructed in 1975 located on the western half of the property. It is Terracon's understanding that demolition of the recreation center was completed in May 2024. The eastern half of the property is improved with paved parking and remaining site grounds are improved with landscaped areas and concrete paved walking paths. Following the remediation, the Client intends to have a pad-ready site for redevelopment. The potential redevelopment of the site consists of a multi-building, mixed-use layout.

Prior to conveyance of the site to the City of Northglenn, the site was developed with the Brown Reservoir and associated berm. After purchasing the property for redevelopment, it was determined that the reservoir and associated berm would impact the construction and future use and maintenance of Community Center Drive, and the berm would need to be removed. Regrading to level the berm and fill the former Brown Reservoir eliminated the need for fill to be imported to the site to be redeveloped by the City of Northglenn. Therefore, potential fill material was on the site prior to the City of Northglenn taking ownership.

On behalf of the City of Northglenn, Terracon prepared and submitted a Voluntary Cleanup Plan (VCP) Application for the future development at the site in August 2023. The Application was submitted in general accordance with the Voluntary Clean-up and Redevelopment Act, Title 25, Article 16, Part 3 Colorado Revised Statutes (25-16-301 et seq., CRS). The VCP Application outlined procedures to aid in protection of public health and the environment during redevelopment activities and following construction completion. The Colorado Department of Public Health and Environment (CPDHE) approved entry of the site into the Voluntary Cleanup Program on October 23, 2023.

The City of Northglenn applied for a Fiscal Year 2024 United State Environmental Protection Agency (US EPA) Brownfields Cleanup Grant (Grant) for the site on November 9, 2023, and was awarded the Grant in May 2024. The Grant will be applied to the remediation contractor; this scope and associated fees are outside the Grant funding.

2.0 Scope of Services

At your request, the proposed scope of services is in response to the award of the 2024 Brownfields Cleanup Grant, and discussions with Mr. Nate Richards of Cumming Group, and City of Northglenn personnel. The objectives of the proposed actions are to mitigate human exposure risks from lead and/or arsenic in soils; and upon completion of the actions, the site would be available for redevelopment for use by the greater community.



2.1.3 Field Oversight

Terracon will provide required environmental oversight during implementation of remedial activities. The remedial activities are described in detail in the 2023 VCP Application package, and the City of Northglenn's August 2024 Cleanup Workplan prepared following the award of the Brownfields Cleanup Grant.

Test Pit Assessment

Prior to initiation of remedial excavation, Terracon proposes to have the remedial earthwork contractor advance five to ten test pits within the footprint of the former Northglenn Recreation Center, to further assess the soils that were inaccessible prior to demolition. Test pit locations will be finalized following pre-construction meetings and coordination with the City of Northglenn and the remedial earthwork contractor.

The test pits will be advanced with an excavator, and soil will be screened via field portable X-ray fluorescence (XRF) to evaluate lead and arsenic concentrations. One soil sample will be collected from each 2-foot depth interval from each test pit to be submitted for laboratory analysis for arsenic and lead. It is estimated that 50% of the soil samples will be submitted for Toxicity Characteristic Leaching Procedure (TCLP) analysis. The results of the XRF screening will be compared to laboratory analytical results for the corresponding sample interval, to establish correlation in preparation for eventual post-remedial sampling.

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. Non-expendable sampling equipment will be cleaned between sample collection intervals using a detergent/potable water solution wash and potable water rinse. The test pit locations will be backfilled with the excavated soil to grade, and soils handled during mass excavation.

Remediation Excavation Oversight

Terracon's project team will mobilize to the site prior to soil disturbing activities, including a staff scientist, geologist, or engineer meeting the Environmental Field Professional (EFP) qualifications defined in the MMP. The EFPs will provide field guidance to implement the MMP during the soil disturbing activities. The Terracon EFPs, with support from the project team, will provide the following services:

- Manage and assist the City of Northglenn and the remedial earthwork contractor with implementing the VCP/Brownfields Workplan.
- Conduct field screening for changes in conditions of the soil during remedial activities, to include the use of portable XRF equipment calibrated against laboratory analytical data samples.

Proposal for Remediation Oversight – Exhibit A
Northglenn Civic Center Development | Northglenn, Colorado
October 1, 2025 | Terracon Proposal No. P25247346



2.3 Task 3 - Brownfields Programmatic Assistance

As discussed during the August 23, 2024 meeting with the City of Northglenn and Cumming Group, Terracon will provide assistance with the programmatic elements of the Brownfields Cleanup Grant documentation requirements. Terracon proposes to assist with the following tasks, as deemed necessary in coordination with the City of Northglenn:

- Assist the City of Northglenn with public outreach to include community education meetings, outreach materials (brochures/handouts) and signage (Terracon assumes participation in two community education meetings)
- Terracon will conduct site data entry and quarterly reporting to US EPA via the Assessment, Cleanup and Redevelopment Exchange System (ACRES) portal (assumed up to 16 quarterly reports)
- Production of necessary documentation for the final completion report and Brownfields Cleanup Grant closeout materials
- Regular digital and/or in person communications with Northglenn, US EPA and CDPHE staff involved in the regulatory processes governing remediation at the site

2.4 Task 4 – MMP and NEUR/NAD Request Assistance

2.4.1 Post-Construction MMP

Impacted media will be left in place at concentrations that exceed the EPA Residential Regional Screening Levels (RSLs) for lead and/or CDPHE background levels for arsenic. A Post-Construction MMP will be developed after site redevelopment to document on-going maintenance requirements for the engineering controls and to identify soil management requirements and practices to be followed after redevelopment should residual soil impacts be disturbed by future construction or maintenance activities.

Terracon will prepare the Post-Construction MMP for submission and approval by CDPHE personnel, following completion of onsite remedial activities.

2.4.2 Notice of Environmental Use Restriction and NAD Request

The proposed remedial actions identified are considered to be protective of human health and the environment as exposure to arsenic- and lead-impacted soil will be eliminated either through the removal of impacted soil or through engineering and administrative controls. However, impacted media will be left in place at concentrations that exceed the EPA Residential RSLs and/or CDPHE background levels for arsenic.

Following the completion of the soil remedial activities, a request for a No Action Determination (NAD) will be prepared and submitted to CDPHE. The NAD request will include a proposed Notice



3.0 Project Schedule and Compensation

Terracon is prepared to begin the proposed work upon receipt of the written notice to proceed. Terracon's understanding is that soil remediation activities are scheduled to begin in the fourth quarter of 2025, pending City of Northglenn's RFP process and subcontractor availability.

The Scope of Services outlined in this proposal will be conducted for Time and Materials fees as outlined in **Exhibit B**. If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Authorization will be obtained from the Client prior to commencement of additional services outside the scope of this proposal. Only actual, accrued costs will be billed based upon the attached 2025 Environmental Fee Schedule.

4.0 Conditions

If soil, groundwater, or other environmental releases are discovered during the work, the City of Northglenn may have release reporting obligations under applicable state law or regulations. The scope of services and estimated fee were based on the assumptions and limitations noted below.

4.1 Assumptions

- 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.).
- The proposed test pit sample locations may be modified in the field to account for utility clearance, access limitations, and/or site conditions.
- The total depth of the test pits is 10 feet below ground surface.
- Field services will be performed in EPA Level D attire. Client will be responsible for additional costs should an upgrade to personal protective equipment be required due to conditions encountered at the site.
- Services can be performed during normal business hours (Monday through Friday, 7:00 am to 5:00 pm).
- Traffic control services are not required.
- The site is readily accessible by truck.
- City of Northglenn will prepare and provide Terracon with a copy of the US EPA approved QAPP.
- Utility clearances and dig permits will be the responsibility of the selected excavation contractor.



Contract #2025-012
Exhibit A



0-25 ft



% Volume Impacted	Hazardous Pb Volume (yds)	% Hazardous Volume Impacted
33.36	356.18	1.60
21.16	199.69	0.90
12.35	386.67	1.74
6.90	78.57	0.35
3.29	0.00	0.00
15.41	1,021.12	0.92

6-8



Radiation Areas
Center Development
Community Center Dr.
Ann, Colorado

Exhibit

1



Proposal for Remediation Oversight – Exhibit B
Northglenn Civic Center Development | Northglenn, Colorado
October 1, 2025 | Terracon Proposal No. P25247346

October 1, 2025

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233

Attn: Ms. Tami Moon
P: (303) 450-4070
E: tmoon@northglenn.org

Re: Proposal for Remediation Oversight – Exhibit B
Northglenn Civic Center Development
11801 Community Center Drive
Northglenn, Colorado 80233
Terracon Proposal No. P25247346

Dear Ms. Moon:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Northglenn (Client) to conduct remediation oversight and other site closeout activities at the above-referenced site. The Scope of Services outlined in Exhibit A of this proposal will be conducted for Time and Materials fees as outlined below. If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Authorization will be obtained from the Client prior to commencement of additional services outside the scope of this proposal. Only actual, accrued costs will be billed based upon the attached Terracon 2025 Environmental Fee Schedule and Kimley-Horn Scope and Fee Letter.



Time and Materials (T&M) fees by task:

- Task 1 Voluntary Cleanup Program/Brownfields Workplan implementation oversight: **\$209,200**
- Task 2 Site Civil Engineering Services - Subcontracted: **\$94,400**
- Task 3 Brownfields programmatic compliance assistance: **\$26,650**
- Task 4 Development of Post-Construction Materials Management Plan and Notice of Environmental Use Restriction and No Action Determination request assistance: **\$16,825**

Total T&M Fees: **\$347,075**

Only actual, accrued costs will be billed.



2025 FEE SCHEDULE (Denver Office)

Personnel Rates

Category (All Service Lines)	Hourly Rate
Subject Matter Expert/Sr. Consultant	\$290.00
Senior Architect/FAC Engineer	\$240.00
Principal/Department Manager	\$225.00
Senior Engineer, Senior PM, Certified Industrial Hygienist	\$215.00
Senior Geologist/Scientist	\$200.00
Senior Industrial Hygienist, Certified Safety Professional	\$200.00
Project Architect/Engineer	\$190.00
Project Geologist/Scientist, Project Manager	\$180.00
Senior Staff Engineer	\$165.00
Senior Staff Geologist/Scientist	\$155.00
Staff Engineer/Architect, Industrial Hygienist/Asbestos Professional	\$145.00
Staff Geologist/Scientist	\$135.00
Senior Administrative Staff	\$135.00
CWI, IFC, Wood Framing, Fireproofing Inspectors	\$128.00
Field Engineer/Geologist/Scientist/Professional	\$125.00
CAD or GIS Operator/Engineering Draftsperson	\$115.00
Asbestos/LBP Inspector/(CABI)/AMS/Industrial Hygienist	\$105.00
Special Inspector	\$97.00
Administrative Staff	\$90.00
Technician	\$87.00
Vehicle Charge	\$1/mile
<p>Overtime is defined as all hours in excess of 8 hours per day and all hours worked on Saturdays & Sundays, Night hours (between 9:00 PM and 5:00 AM), and Terracon recognized Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving & Christmas Day). Overtime rates will be 1.5 times the hourly rate quoted. All charges are portal to portal. Minimum of 4 hours will be charged for each site visit with the exception of concrete, grout, and mortar sample pick-ups. For instances of short-notice (same day) requests, a \$50 surcharge will be applied.</p>	



Environmental Services

Environmental Equipment Rental <i>(Personnel Time Not Included)</i>	Rates
Development, Sampling and Test Equipment	
Bailer (disposable)	\$20.00/each
Field Sampling Kit	\$25.00/day
Hand Auger	\$25.00/day
Interface Probe, 100 feet	\$90.00/day
Peristaltic Pump	\$60.00/day
Purge-Pump	\$50.00/day
Water Level Indicator, 100 feet	\$50.00/day
Well Surge Block	\$10.00/well
Monitoring Equipment	
6-Gas Meter	\$110.00/day
Data Logger/ Pressure Transducer	\$200.00/day
Hach 900 Colorimeter	\$100.00/day
Photoionization Detector (PID)	\$75.00/day
Trimeter	\$70.00/day
Turbidimeter	\$50.00/day
YSI 556 Meter, Flow Cell	\$170.00/day
General Equipment	
Bladder Pump 1.8" OD SS (with controller & compressor)	\$175.00/day
Calibration Equipment	\$175.00/day
Generator	\$125.00/day
Level & Tri-pod	\$50.00/day
GPS Unit (Trimble or Equivalent)	\$150.00/day
Metal/Cable Detector	\$50.00/day
Veloci Calc	\$70.00/day
Environmental Safety Equipment	
Personal Protective Equipment I (Includes standard tyvek, hard hat, safety glasses, boots, and gloves)	Cost
Personal Protective Equipment II (Includes polycoated tyvek, hard hat, safety glasses, boots, and gloves)	Cost + 15%
Miscellaneous charges, including subcontracted analytical laboratory tests, shipping charges, rental equipment, outside labor, public transportation, materials, or other contracted services	Cost + 15%



Asbestos/IH Equipment Rental (Personnel Time Not Included)	Rates
Sampling and Test Equipment	
Bulk Sampling Test Kit and Sampling Supplies (per Team)	\$50.00/day
Low-Volume Sampling Pumps	\$10.00/day/ea
High Volume Sampling Pumps	\$ 5.00/day/ea
Primary Standard Calibration Device	\$25.00/day
Phase Contrast Microscope	\$50.00/day
Standard Supplies for Asbestos Air-Monitoring (Includes sampling equipment and cassettes, PCM mounting and analysis supplies, extension cords, fans, leaf blower, etc)	\$25.00/day
Moisture Meter	\$75.00/day
Noise Meter	\$100.00/day
5-gas meter	\$125.00/day
Thermoanemometer	\$125.00/day
Safety Equipment Procedures	
Personal Protective Equipment I (Includes standard Tyvek, ½-face respirator, hard hat, safety glasses, boots, and gloves)	\$35.00/day
Personal Protective Equipment II (Includes polycoated Tyvek, PAPR, hard hat, safety glasses, boots, and gloves)	\$85.00/day
Supplies, additional Disposable Garments, Air Bottle Filling, Air Purifying Cartridges, etc.	Cost + 15%
Specialized Monitoring & Respiratory Equipment	Cost + 15%
Fall Protection (Includes harness, lanyard, fall-arrest system, hard hat, safety glasses, boots, and gloves)	Cost + 15%
Confined Space Entry (Includes emergency rescue tripod, harness, communication system, standard tyvek, hard hat, safety glasses, boots, and gloves)	Cost + 15%



Laboratory/Materials Testing Services

Specification	Service / Test	Rates
ASTM D6913	Mechanical Sieve (Washed)	\$110/each
ASTM D1140	200 Wash Only	\$75/each
ASTM D7928	Hydrometer Only	\$110/each
ASTM D422	Mechanical Sieve and Hydrometer (withdrawn standard)	\$200/each
ASTM D2216	Moisture Content / Dry Density	\$15.00/Each
ASTM D7263	Soil Unit Weight (Shelby tube/ Cali Tube)	(\$45/20)each
ASTM D4318	Atterberg Limits (1 pt)	\$100/each
ASTM D2166	Unconfined Compression Test (Undisturbed/ Remolded)	(\$110/140)each
ASTM D2435	Consolidation Test (to 16 KSF)	\$690/each
ASTM D3080	Direct Shear – Cohesive Soil	\$315/point
ASTM D3080	Direct Shear - Non-Cohesive Soil	\$290/point
ASTM D1883	California Bearing Ratio	\$250/point
ASTM D4767	Triaxial Consolidated Undrained (CU)	\$490/stress
ASTM D2850	Triaxial Unconsolidated Undrained (UU)	\$230/stress
ASTM D698 / AASHTO T99	Standard Proctor	\$205.00/Each
ASTM D1557 / AASHTO T180	Modified Proctor	\$235.00/Each
Modified D4546	Denver Swell Test	\$90/each
Modified D4546	Remolded Denver Swell Test	\$130/each
ASTM D5084	Permeability Falling Head	\$320/each
ASTM D2434	Permeability Constant Head	\$320/each
ASTM D854	Specific Gravity	\$130/each
Various	Corrosion Suite (pH, Sulfates, Sulfides, Chlorides, Resistivity, Total Salts)	\$280/each
ASTM D4972	Laboratory pH	\$40/each
AASHTO T290	Soluble Sulfate	\$60/each
ASTM A674	Sulfides	\$50/each
AASHTO T291	Chlorides	\$60/each
ASTM G57	Laboratory Resistivity	\$160/each
ASTM D2974	Soil Organic Content (by heating)	\$80/each
ASTM C39	Concrete Cylinders – Compressive Strength	\$25.00/Each
ASTM C1019	Grout Prisms – Compressive Strength	\$40.00/Each
ASTM C140	Masonry Units – Compressive Strength	\$75.00/Each
ASTM C140	Masonry Prisms – Compressive Strength	\$75.00/Each



Specification	Service / Test	Rates
ASTM C780	Mortar Cubes – Compressive Strength	\$25.00/Each
ASTM D2726 / CP-L5115	Gyratory Compaction (Air Voids / VMA)	\$225.00/Set Of 3
ASTM D6307	Asphalt Content	\$60.00/Each
ASTM D5444	Asphalt Gradation	\$110.00/Each
ASTM D2041	Maximum Theoretical Density	\$125.00/Each
	Structural Steel Magnetic Particle Testing Equipment	\$65.00/Day
	Structural Steel Ultrasonic Testing Equipment	\$125.00/Day
ASTM E1155	Floor Flatness Testing Equipment	\$300.00/Day
Note: samples will be discarded 30 days after testing completion if not otherwise advised. *Storage and shipping costs are the responsibility of the client.		
Related Services		
	Report Preparation (Sample Pick-Up Reports Are Not Subject To A Charge)	\$50.00/Report
	Letter Of Compliance	\$375.00/Each
Additional Services Upon Request		



Exploration Services

Drilling – Hourly Rates	Rates
Truck Mounted Drill Rig: Mobilization, Drilling, Coring, Moving, Water Haul	\$330.00/Hour
Downhole Hammer (Odex)	\$3.50/Foot – Footage Rate Is In Addition To Hourly Rate
All-Terrain Or Track Drill Rig: Mobilization, Drilling, Coring, Moving, Water Haul	\$350.00/Hour
Downhole Hammer (Odex)	\$3.50/Foot – Footage Rate Is In Addition To Hourly Rate
Air Compressor	\$500.00/Day
Support Truck	\$250.00/Day
Decontamination Equipment	\$150.00/Day



August 13, 2025

Jeff Attig
Terracon Consultants, LLC
Project Manager
10625 W. I-70 Frontage Rd N,
Ste 3, Wheat Ridge, CO 80033
Ph: 303-454-5215

**RE: *Scope and Fee Letter for
Civil, Survey and Landscape Services
Northglenn Civic Center Development***

Dear Mr. Attig:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to **Terracon Consultants, LLC** ("the Client") for providing professional engineering design and consulting services for the proposed Northglenn Civic Center Development (the "Project") located at 11801 Community Center Drive in Northglenn, Colorado (the "Site").

Project Understanding

The Site consists of an approximately 6.85-acre parcel located at 11801 Community Center Drive in Northglenn, Colorado associated with Adams County Assessor's Parcel number 0171903214005. It is understood the previously constructed recreation center was removed in May 2024 and the eastern half of the property remains improved with paved parking, landscaped areas and concrete paved walking paths. The site outline is depicted on **Exhibit A**.

It is our understanding that the Client is requesting professional services on behalf of the City of Northglenn (the "City") to provide survey and civil engineering and landscape services to overlot grade and prepare the site for future development.

The following assumptions have been made in preparation of this Agreement:

Process

- The Project will be reviewed by the City Engineering department, however, will not undergo a full formal review process.
- Review by the DRC is not anticipated.
- No rezoning is anticipated.
- No Subdivision replat or easement dedication/vacation is anticipated.
- Site Plan review will not be required.
- The Client will lead the City submission process.
- The City will engage with a contractor ("Project Contractor") to prepare certain items.



Survey

- The initial survey will not require a boundary survey, ALTA or Platting.
- A final site survey post construction will be required and is included in this scope.

Stormwater

- There is an existing stormwater detention and water quality pond on this site that will remain. No modifications to the existing pond or outlet structure are anticipated.
- A drainage report or memorandum will not be required.

Utilities

- The site will be excavated to depths varying from approximately 2ft up to 10ft below current grade and backfilled back to approximately current grade; site utilities will be removed/capped to excavation extents.
- Specific utility designs and stub locations are not required; maintenance of current fire hydrant locations is preferred.
- Subsurface Utility Investigation (SUE) is not anticipated to be required.
- Utilities as needed for the sutured development of this will be the responsibility of future development and are not included in this scope.

Access & Public Improvements

- Existing access points to the site will remain, no improvements within the public right-of-way are anticipated.
- Existing accessible routes are anticipated to remain and are assumed to be compliant with ADA standards. Modifications to existing accessible routes are not anticipated.
- Parking lot lighting is not anticipated to be required.
- While the area remediated may be used for overflow parking, a parking lot layout is not anticipated to be required and is not included in this scope.

Landscape/Irrigation

- Revegetation of the site is required and provided as part of this scope.
- Temporary irrigation of the revegetated area is required and provided as part of this scope
- Trees within excavation extents will be removed during remediation activities. Trees outside the extents will be left in place, unless removal is specifically required for access, fencing, or other site work requirements. Tree protection specifications are not needed.

General

- The final site disposition should be generally flat and ready for eventual redevelopment, while allowing for use by the City of Northglenn for unpaved overflow parking as needed.
- No retaining walls are anticipated to be needed.
- The Client will provide a Geotechnical Report providing excavation and pad preparation recommendations.
- No improvements or relocation of the existing electrical equipment in the right-of-way or on site is anticipated.
- The existing monument sign will be removed and not be relocated.

Based upon our Project Understanding, the following is our anticipated Scope of Services.



Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 Meetings and Coordination

Kimley-Horn will assist the Client, as needed, with Entitlement and Coordination efforts related to the Project. Kimley-Horn will participate in project meetings with the Client and Project Team, attend meetings with jurisdictional staff, and provide other coordination to support the Project. This task is intended to capture the effort for these meetings, conference calls, and design coordination for this Project. Meetings, whether in person or via telephone, will include preparation and travel time. Coordination with the Client, Project Team, adjacent landowners, City, utility providers, or other agencies will be invoiced as a part of this task.

This task will be billed on an hourly basis, at our then current hourly rates. A budget for this task based on an estimate of forty (40) hours has been established. If additional meetings, coordination, exhibit preparation, or public outreach support is deemed necessary for the Project, additional time beyond this hourly estimate will be provided based on our then-current hourly rates.

Task 2 ALTA/NSPS Land Title Survey with Topography

Kimley-Horn will prepare a Topographic Design Survey of the subject property showing the location of visible structures, utilities, planimetric features, and grade breaks.

- The limits of the survey will be based upon the area shown in Exhibit A.
- Horizontal datum will be based upon Colorado State Plane North coordinate system.
- Vertical datum will be based upon NAVD 88 (North American Vertical Datum of 1988).
- Underground utilities will be based upon visible surface evidence and markings placed by a qualified underground utility locating company.
- A one-foot contour interval map will be prepared from field spot elevations.

The scope and fee provided for this task consist of one (1) surveyor site mobilization to obtain required field data and does not include additional surveyor mobilizations. Revisions to the topographic design survey based on changes or additions to the scope will be considered an additional service.

Task 3 Civil Construction Documents

Upon receiving direction from the Client, Kimley-Horn will prepare Civil Construction Documents in accordance with City requirements. The Construction Documents will consist of the following sheets and their respective contents:

- Site Construction Plans
 - Cover Sheet
 - General Engineering Notes
 - Existing Conditions & Demolition Plan
 - Erosion Control Plans (provided by Project Contractor)
 - Overlot Grading Plans
 - Depicting existing and proposed contours, as well as proposed spot grades to aid the contractor in performing on-site earth-moving measures.
 - Standard Details



These plans will provide details for site construction. Where available, City, CDOT, or other agency standard details will be used or referenced.

- Landscape Plan (as part of Task 4)
- Irrigation Plan (as part of Task 5)

This task includes the initial preparation of the plans for submittal to City and, if necessary, responses or revisions to the plans for up to one (1) re-submittal to reasonable comments. Revisions beyond those identified above will be provided as an Additional Service. Additional revisions as a result of changes to the site and/or review comments will be provided as an Additional Service.

Meetings attended in support of the completion of this task will be performed as a part of Task 1.

Task 4 Landscape Revegetation Plans

Kimley-Horn will develop Landscape Architectural Revegetation Construction Documents for the Project area. It is assumed the existing parking lot will be protected in place and is not part of this revegetation plan. The following will be provided as part of this task:

- **Revegetation Planting Plan, Details and Specifications**
Prepare final Planting Plan consisting of a detailed layout of proposed plantings with a plant list identifying species, quantities, sizes, locations, spacing, details and specifications (on the plans) for implementation.

Construction Documents will be provided to the Client for submittal to the City, up to two (2) submittals, providing one (1) round of revisions per City comments. Revisions beyond those identified above will be provided as an Additional Service. Hard copies of the final Construction Documents will be provided to Client, upon request, for bidding and implementation.

Meetings attended in support of the completion of this task will be performed as a part of Task 1.

Task 5 Irrigation Plans

Kimley-Horn will develop Irrigation CDs based on the Revegetation Landscape Plans and the jurisdictional landscape and irrigation code requirements. Kimley-Horn will research available water sources and determine a cost-effective tap and meter size. Sizing will be based on regulatory requirements, total area (sq ft.) of plant material, and peak month (July) demand. The following will be provided as part of this task:

- **Temporary-irrigation Plan**
Indicate water-source connection, backflow, head layout, mainline and lateral line layout, sleeve locations (if required), valve sizes and locations, controller type and location, system operation calculations, schedules, product details, and specifications (on the plans). State and local code requirements will be met. Product specifications will align with state and local code requirements.

Construction Documents will be provided to the Client for submittal to the City, up to two (2) submittals, providing one (1) round of revisions per City comments. Revisions beyond those identified above will be provided as an Additional Service. Hard copies of the final Construction Documents will be provided to Client, upon request, for bidding and implementation.

Meetings attended in support of the completion of this task will be performed as a part of Task 1.



Task 6 Construction Phase Services

Kimley-Horn will provide limited construction phase services to Client for this project for general civil items. The scope of this task may include site visits (up to two (2) site visits assumed), response to reasonable contractor questions, material submittal reviews and providing clarification of our documents as requested by the Client or Contractor during the construction period.

Kimley-Horn has no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices. Kimley-Horn will not direct the work of the Contractor, guarantee the performance of the contracts, nor accept responsibility for the Contractor's means, methods, and safety at the site. Kimley-Horn will not be responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors.

Extended construction schedule or significant construction involvement is neither anticipated nor included. Due to the unknown extent of our involvement at this time, Kimley-Horn will provide these services on an hourly basis with an anticipated effort level of twenty (20) hours budgeted. Additional time beyond this hourly estimate can be provided based on our then-current hourly rates. Only time spent will be billed.

Additional Services

The Consultant may, upon request and authorization from the Client, provide services in addition to those identified herein. Any items requested that are not specifically outlined in the Scope of Services will be considered additional services and may be provided based on a mutually agreed upon scope, fee and schedule as authorized by the Client. Additional services we can provide include, but are not limited to, the following:

- Supplemental Project Drawings, Specifications and/or Exhibits
- Site Screen/Retaining Walls
- Tree Survey
- Legal Description and Illustrations
- Additional Drawings or Exhibits or Record Drawings
- Any other Engineering service not specifically listed in the Scope of Services.
- Dry Utility Coordination

The list is provided not only to clarify what is included and excluded from our Scope of Services, but to make the Client aware of other project needs that could be met by the Consultant, if requested.

Information Provided by Client

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by the Consultant during the project including, but not limited to the following:

- A current Title Commitment for the referenced property with copies of or links to all documents listed in the commitment.
- Copy of Property Deed with Legal Description
- Legible copy of all Schedule B items mentioned in the Title Report
- Geotechnical investigation for excavation, backfilling, foundation, and pavements
- Full access to the site



- Executed copy of this contract
- Other Items Specifically Noted within the Civil Engineering Scope of Work

The Consultant will rely upon the accuracy and completeness of all information provided by the Client or by others for whom the Consultant is not responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's Scope of Work.

Fees and Billing

The Consultant will provide the design and consulting services described within the Scope of Services for the following:

Task No.	Task Description	Fee	Fee Type
Task 1	Meetings and Coordination	\$10,000	HR, Est
Task 2	ALTA/NSPS Land Title Survey with Topography	\$19,900	LS
Task 3	Civil Construction Documents	\$22,800	LS
Task 4	Landscape Revegetation Plans	\$12,500	LS
Task 5	Irrigation Plan	\$7,000	LS
Task 6	Construction Phase Services	\$5,000	HR, Est

LS = Lump Sum Fee - Services indicated by a "LS" will be provided for the identified Lump Sum Fee. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

HR = Hourly - Services indicated by "Hourly, HR" will be provided on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. The estimated budget for these tasks is based upon the assumed hours noted within the Scope of Services. In the event that this budget needs to be revised, a contract amendment will be prepared.

Reimbursable Expenses - For all tasks, direct reimbursable expenses such as plan reproduction, express mail, air travel, lodging, out-of-City mileage (greater than 100 miles) and other direct expenses will be billed at 1.15 times cost. AutoCAD drawing plots printed in-house for external use will be billed at the rate of \$3 per bond plot. As to hourly tasks, an amount equal to 6% of the labor effort will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client

Payment will be due within 60 days of your receipt of the invoice. Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. Invoices for this Project will be sent to Jeffrey.Attig@terracon.com. Please include the invoice number and Kimley-Horn project number with all payments.



Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Architect" or "Client" shall refer to Terracon Consultants, LLC.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute two copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact me if you have any questions at (303) 228-2327 or at shelby.madrid@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Shelby Madrid, PE
Project Manager / Associate

By: Randall J. Phelps, PE, LEED AP
Principal / Senior Vice President

Terracon Consultants, LLC

»» MP 64

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachments

Exhibit A: Survey Area
Standard Provisions



Exhibit A: Survey Area



**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
 - Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 - Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 - Account Number: 2073089159554
 - ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

