

NORTHGLENN URBAN RENEWAL AUTHORITY

RESOLUTION NO.

N/14-23
Series of 2014

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
AYRES ASSOCIATES**

WHEREAS, NURA desires to contract with Ayres Associates for professional consulting services relating to professional advisory services for urban renewal projects as set forth in the attached professional services agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:**

Section 1. The Professional Services Agreement attached hereto as **Exhibit A** is hereby approved and the Chair is authorized to execute the same on behalf of the Authority.

DATED this 12th day of November, 2014.

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle
Executive Director

Jeff Parker
Board Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 2014, by and between the Northglenn Urban Renewal Authority, 11701 Community Center Drive, Northglenn, Colorado 80233-8061 (hereinafter referred to as "NURA") and Ayres Associates with an address of 5201 E. Terrace Drive, Suite 200, Madison, WI 53718 (hereinafter referred to as "Consultant").

RECITALS:

A. NURA requires professional services; and

B. Consultant has held itself out to NURA 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 NURA, 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 (the "Scope of Services").

II. NURA'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

NURA 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 NURA upon completion of the work.

IV. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, NURA shall pay Consultant as set forth in **Exhibit B**, not to exceed a maximum of Seven Thousand Five Hundred dollars (\$7,500.00). Unless expressly set forth otherwise in **Exhibit B**, this amount shall include all costs and expenses incurred by Consultant.

V. COMMENCEMENT AND COMPLETION OF WORK

Upon mutual execution of this Agreement, Consultant shall commence work on all its obligations as directed by the NURA Executive Director or NURA's legal counsel.

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 NURA. 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 meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of NURA 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 NURA for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by NURA 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 NURA'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 NURA provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

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 an illegal alien 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 an illegal alien 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 an illegal alien 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 an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and NURA within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien 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 illegal alien 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 an illegal alien 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

Consultant agrees to indemnify and hold harmless NURA, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other

fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of NURA, agrees to pay NURA or reimburse NURA for the defense costs incurred by NURA in connection with, any such liability, claims, or demands. Consultant also agrees to 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 NURA, its officers, or its employees, NURA shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of NURA, its officers, or employees.

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 the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to NURA. 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. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) 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 one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include NURA and NURA's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by NURA, 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 NURA 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 NURA prior to commencement of the Agreement. No other form of certificate shall be used. If NURA 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 NURA 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 NURA. The completed certificate of insurance shall be sent to:

Northglenn Urban Renewal Authority
Attn: Executive Director
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 NURA may immediately terminate this Agreement, or at its discretion, NURA 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 NURA shall be repaid by Consultant to NURA upon demand, or NURA may offset the cost of the premiums against any monies due to Consultant from NURA.

F. NURA 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 NURA, 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, C.R.S. § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to NURA, 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 NURA's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by NURA's issuance of said written notice of intent to terminate, NURA 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, NURA 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 NURA thereafter shall be at NURA'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 NURA. Upon disclosure of any such personal or private interest, NURA shall determine if the interest constitutes a conflict of interest. If NURA determines that a conflict of interest exists, NURA 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 NURA for any purposes.

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

This Agreement is the entire Agreement between Consultant and NURA, and shall supersede all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and NURA 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 to the addresses first set forth above.

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

[Remainder of page intentionally left blank – signatures on following page]

**NORTHGLENN URBAN RENEWAL
AUTHORITY**

By: _____
Rosie Garner Date
Chair

ATTEST:

Debbie Tuttle Date
NURA Executive Director

APPROVED AS TO FORM:

Jefferson H. Parker Date
NURA Attorney

CONSULTANT:

By: _____
Date

Print Name: _____

Title: _____

ATTEST: _____

Print Name: _____

Title: _____
Date

November 10, 2014

Jill Mendoza
Economic Development Coordinator
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233

Re: Proposal for EPA Brownfield Community Wide Assessment Grant Application; Northglenn Urban Renewal Authority (NURA), Northglenn, CO

Dear Jill,

Based upon my previous conversation with you about pursuing United States Environmental Protection Agency (EPA) Brownfield Assessment Grants, I have prepared this proposal outlining our professional services involving preparation of a Community-Wide Brownfield Assessment Grant application to the U.S. EPA. Under cover of this letter, we have included our scope of services, time schedule, fee, and contract terms and conditions.

The purpose of this EPA brownfield assessment grant is to assess environmental conditions of public and/or private property located within the applicants jurisdictional limits. The EPA Assessment Grant would be submitted by the Northglenn Urban Renewal Authority (NURA) as a *community-wide* assessment grant proposal, and therefore, there is no site eligibility or property ownership eligibility criterion needed at this time. If NURA is awarded a grant and NURA enters into a cooperative agreement with the EPA, we will later be required to determine which properties will need environmental assessment funding from the EPA, as sites become of interest to the NURA, and only then we will request site-specific approval to expend monies on each particular site, after its eligibility is verified.

Recent EPA policy clarifications now allow use of site assessment dollars for environmental site assessments in conjunction with efforts to promote area-wide planning among areas and corridors of Brownfield sites. This may allow funding to be available for planners to proactively evaluate project areas and projects for future beneficial reuse through the Brownfield Redevelopment process and the EPA Community-Wide Assessment Grant. To re-emphasize our previous discussion, a grant award will provide the financial means to NURA for conducting due diligence activities PRIOR to acquiring any future properties during the life of the grant. Moreover, these funds can be used to assist local development projects and their developers by providing the funds to conduct their due diligence activities with the partners, as well as planning for the type and location of floodwater mitigation measures, future greenways and public gathering spots, retail and housing opportunities, and place-making opportunities to link neighborhoods to urban downtown venues.

We understand that our clients are doing more with less and as a result, have neither the time nor expertise to provide the necessary oversight of an EPA Brownfield Grant. Our professionals not only prepare grant applications and administer the grants, we also implement the environmental activities within the grant, and assist our communities with the documentation necessary to fulfill the EPA project manager, grant manager, and grant specialist requirements.

Typical elements of an awardees' quarterly and annual documentation include:

- Quarterly reporting of grant expenditures
- Grant recipient and contractor updates

- MBE/WBE (form 5700-52A) annual/semi-annual reporting
- FFR form 425 (replaces SF 269) annual financial updates
- Lobbying certification (form 5700-53) and other closeout reports
- Davis-Bacon wage rate requirements (not typical but occasionally required for assessment grants)
- ACRES property profile reporting system
- Administrative records, decision documents, and EPA community relations plan

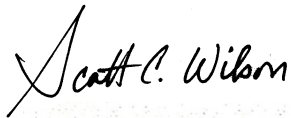
Ayres Associates has extensive experience helping communities fulfill these requirements, and, when requested, we've assisted clients with setting up the ASAP automated banking account information for funding draw-downs from the EPA's Headquarters. Our coordination with the EPA disadvantaged business program manager has allowed our firm to plan field activities in which our clients regularly exceed their MBE/WBE employment goals. If awarded the grant, we can write into the work plan our costs for administering the grant and in so doing, ensure minimal grant administration effort by the NURA staff so as not to burden staff time and resources.

This proposal and agreement for services involves applying for an EPA Brownfield Community Wide Assessment Grant, with an application submission date of no later than December 19th, 2014. Actual date of potential award of the grant is at the discretion of the EPA, however, it is reasonable to assume that the EPA Grant program would announce to the NURA whether your grant will be funded by mid to late-May 2015. Then, it would take a minimum of several months to finalize a contract between EPA and NURA.

If you find our agreement acceptable, please countersign and return the agreement to my attention as soon as possible. Please call me at (800) 666-3103 if you have any questions or concerns.

Respectfully,

Ayres Associates Inc



Scott C. Wilson, PSS
Vice President – Environmental Services

SCW:sem

Enclosure

SCOPE OF SERVICES

Environmental Protection Agency (EPA) Assessment Grant Program

Scope of Work

EPA's investment in the Brownfields Program has resulted in many accomplishments, including leveraging more than \$6.5 billion in Brownfield cleanup and redevelopment funding from the private and public sectors. This program has created approximately 61,000 new jobs, leveraging several dollars for every dollar expended by EPA. Moreover, storm water runoff from Brownfield redevelopment is 47 to 62 percent lower than what occurs on greenfield developments. Lastly, beneficial reuse of Brownfield sites can increase residential property values 2 to 3 percent when nearby Brownfields are assessed, remediated, and brought back into productive reuse. The momentum generated by the EPA Brownfields Redevelopment Program is leaving an enduring legacy. The Brownfields Program has provided guidance and incentives to many municipalities across the nation in support of economic revitalization. The EPA Brownfield Program continues to look into the future by expanding the types of properties it addresses, forming new partnerships, and undertaking new initiatives to help revitalize communities across the nation.

NURA is submitting an EPA Community Wide Assessment Brownfield Grant application in the amount of \$400,000. NURA will use the requested Assessment Grant funds to support Brownfield redevelopment in the City where redevelopment reduces threats to health, welfare, and the environment; creates new jobs, taxes, and economic activity for your community; and eliminates blight. These assessment funds can also be used to support projects that result in creation, protection, and restoration of community waterways, mitigate flooding, and expand green space and public access points within the NURA project area.

Recent EPA policy clarifications now allow use of assessment grant dollars for completion of environmental site assessments in conjunction with efforts to promote area-wide planning within the vicinity of identified Brownfield sites. This may allow some funding to be available for activities associated with evaluation by planners of target areas and projects that are potential candidates for future beneficial reuse through the Brownfield Redevelopment process and the EPA Grant. To re-emphasize our previous discussions, a grant award will provide the financial means to NURA for conducting due diligence activities PRIOR to acquiring any future properties during the life of the grant. Moreover, these funds can be used to assist local development projects and their developers by providing the funds to conduct their due diligence activities with the City limits.

Ayres Associates will prepare and submit an EPA Grant application as described below.

- Obtain the necessary paperwork and applicant eligibility requirements from NURA Staff.
- Request Letters of Support from Northglenn political representatives in Congress.
- Prepare a formal description of NURA and its urban in-fill objectives and discuss in depth the nature and magnitude of the environmental, social and economic injustice present in Northglenn.
- Describe in detail how sites will be selected for assessment, including access issues for private landowners, site inventory, and prioritization efforts by the Northglenn Urban Renewal program or other development end-users.
- Identify NURA community need(s) and prepare a written description of the NURA programs' ability to identify additional resources and its ability to manage federal funds as required by EPA.

- Prepare an estimated project budget.
- Describe the sustainable reuse of NURAs' potential redevelopment areas.
- Identify and describe the "reduction of threats to human health and the environment" associated with the potential project redevelopment sites with the jurisdictional limits of NURA.
- Identify and describe the "planned reuse" of potential project sites.
- Identify use of existing and potential green space within the proposed redevelopment areas.
- Describe and coordinate community involvement practices as they pertain to the overall project.
- Prepare and submit the final application documents required under the "Competition for the 2015 National Brownfields Site Assessment Grant Program," which will be due for submittal no later than December 19th, 2014.
- Describe all jurisdictions covered under the proposal and provide general demographic data.
- Prepare applicable mandatory attachments

Northglenn Urban Renewal Responsibilities

The City will not be required to supply a cost share (match) for the EPA Assessment Grant; however, you will be required to identify other leveraged funding sources or potential sources of funding for completion of related development projects conducted with use of the EPA Assessment funding, including other State redevelopment grants and/or in-kind labor and expense that NURA will expend in working on this redevelopment initiative.

The performance period for this assessment grant is three years after NURA and EPA enter into a cooperative agreement for the assessment grant.

Respond promptly to Ayres Associates requests for supporting information to accompany the grant request.

Provide Ayres Associates success stories of the NURA's previous urban in-fill and Brownfield Redevelopment projects.

Time Schedule

The EPA Assessment grant will require submission no later than December 19th, 2014. Actual award of the grant is at the discretion of the funding agency. However, it is reasonable to assume that notification of an award will be sometime in late spring 2015 (mid-May). Should the NURA be awarded the grant, the EPA will request that you file several federal forms related to the grant award and agreement, as well as a work plan that, in general, describes the proposed uses of the funding. The work plan need not go into detail on the actual project sites; just generalities for the proposed expenditures of the funding (e.g. number of anticipated Phase 1 ESAs, Phase 2 ESAs, Remedial Action Plans, etc.). If NURA is successful in getting the grant award, the paperwork (form submittals) and work plan development and submittal must occur during the summer months of 2015 and be submitted by September 30th, 2015.

Additional Services

The EPA will require that a series of federal forms be completed in addition to preparation of the work plan prior to the EPA issuing a cooperative agreement to NURA for implementation of the grant. It has been Ayres Associates experience with many other communities in which we assisted in the EPA grant process that those municipalities have engaged Ayres Associates to prepare the work plan and fill out the necessary federal forms. We can and will assist NURA in completion of these forms. Once the EPA cooperative agreement is executed by both parties, the programmatic costs associated with the grant can reimburse expenses to NURA if specifically accounted for in the assessment grant work plan.

Ayres Associates has a long history of working with communities in assessing and remediating urban properties using EPA Assessment and EPA Cleanup and RLF Grants. We are prepared and qualified to assist NURA in applying for and implementing future EPA Cleanup Grants and EPA RLF Grants and Loans in the future.

Fee

We will perform the above services for a lump sum fee of \$7,500.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

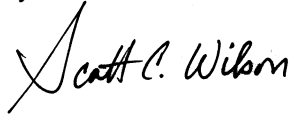
Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

Proposed by Consultant:

Accepted by:

Ayres Associates Inc



Northglenn Urban Renewal Authority

Scott C. Wilson, PSS
VP - Environmental Services

Signature

Attachments: Contract Terms and
Conditions

Date: November 10, 2014

Date

AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if Owner does not own the site, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform

commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

15. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

16. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants, as Consultant may deem appropriate to assist in the performance of services hereunder.

17. Third Party Benefits: This contract does not create any benefits for any third party.

18. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

19. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

20. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Ayres Associates

(Prospective *Consultant*)

TO: Northglenn Urban Renewal Authority
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name EPA Brownfield Community Wide Assessment Grant

As a prospective Consultant 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 an illegal alien 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 _____ day of _____, 2014.

Prospective Consultant Ayres Associates

By:

Title: Principal

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

X I, _____, am a sole proprietor doing business as Design Concepts. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with NURA, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with NURA, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

X I, _____, am a United States citizen or legal permanent resident.

NURA must verify this statement by reviewing one of the following items:

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in NURA's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to NURA.

Signature

Date

**ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION
for the NO EMPLOYEE AFFIDAVIT**

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

DEPARTMENT PROGRAM AFFIDAVIT

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

I, _____, as a public contractor under contract with NURA ("NURA"), 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 Town 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.

Consultant Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

For the DEPARTMENT PROGRAM AFFIDAVIT

LISTS OF ACCEPTABLE DOCUMENTS

LIST A Documents that Establish Both Identity and Employment Eligibility	LIST B Documents that Establish Identity	LIST C Documents that Establish Employment Eligibility
OR		AND
1. U.S. Passport (unexpired or expired)	1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address	1. U.S. Social Security card issued by the Social Security Administration (<i>other than a card stating it is not valid for employment</i>)
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address	2. Certification of Birth Abroad issued by the Department of State (<i>Form FS-545 or Form DS-1350</i>)
3. An unexpired foreign passport with a temporary I-551 stamp	3. School ID card with a photograph	3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. An unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)	4. Voter's registration card	4. Native American tribal document
	5. U.S. Military card or draft record	5. U.S. Citizen ID Card (<i>Form I-197</i>)
5. An unexpired foreign passport with an unexpired Arrival-Departure Record, Form I-94, bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, if that status authorizes the alien to work for the employer	6. Military dependent's ID card	6. ID Card for use of Resident Citizen in the United States (<i>Form I-179</i>)
	7. U.S. Coast Guard Merchant Mariner Card	
	8. Native American tribal document	7. Unexpired employment authorization document issued by DHS (<i>other than those listed under List A</i>)
9. Driver's license issued by a Canadian government authority		
	For persons under age 18 who are unable to present a document listed above:	
	10. School record or report card	
	11. Clinic, doctor or hospital record	
	12. Day-care or nursery school record	

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)