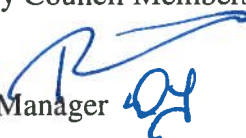


ADMINISTRATION MEMORANDUM
16-02

DATE: January 25, 2016

TO: Honorable Mayor Joyce Downing & City Council Members

FROM: David Willett, Acting City Manager
Debbie Tuttle, Economic Development Manager 

SUBJECT: CR-12 – Ayres Associates Professional Services Agreement

RECOMMENDATION

The City of Northglenn was awarded two Brownfield Community Wide Petroleum and Hazardous Materials Assessment grants totaling \$400,000 from the United States Environmental Protection Agency (EPA). The grant includes funding to hire outside consultants/contractors to assist in the implementation of the Workplan. Staff recommends the approval of Resolution CR-12 to approve a Professional Services Agreement (PSA) between the City of Northglenn and Ayres Associates (**Attachment A**). As described in the Scope of Work, the consultant will assist the City with professional services to implement the two grants.

BACKGROUND

On September 28, 2015, the Council adopted Resolution 15-112 to accept two EPA grants, and entered into a Cooperative Agreement to implement the Workplan (**Attachment B**).

A Request for Proposal (RFP) was issued on September 28, 2015, and sixteen proposals were received and evaluated. The RFP requirements included eight (8) major components: Workplan Tasks; Steering Committee & Meetings; Work Products; Deliverables; Proposal Requirements and Specifications, and Schedule of Costs. The bid tab (**Attachment C**) references the companies that responded to the RFP.

The EPA has appropriated a total budget of \$400,000 for these two grant projects, therefore the RFP acceptance was not based on price, but on the quality and experience of the consultant team, and the project understanding and implementation abilities to complete the project. The RFP's were ranked on five (5) major categories: Consultant Qualifications & Project Understanding; Professional Personnel; Soundness of Approach; Cooperative Process; and Costs Associated with the Scope of Work. Five companies were short listed. Due to the nature of the grant awards, preference was given to teams that demonstrated past experience and expertise specific to EPA Brownfield Assessment programs.

It was determined by the Selection Committee that Ayres Associates would be recommended to assist with professional services to assist the City with the grant administration and implementation of the two grants. Ayres has been doing EPA Brownfields grants since 1998, and has recent experience within the last three years of working on these specific two grants in Region 8. They also were able to provide examples, and references demonstrating that they understood the scope of work, process, grant administration and reporting, community outreach efforts, and had extensive experience with environment site assessments, testing, and remediation.

Other value-added components that strengthened the Ayres RFP included:

- Experience and working relationships with the state and federal regulatory agencies needed to administer, report, manage and implement the grants. They have developed a “turnkey” grant administration software to manage EPA Brownfields grants, which simplifies and expedites the required reporting, administration, billing and grant reimbursement process.
- Understanding of current EPA regulations, protocols, reporting, quality control/assurance, and EPA requirements to fulfill the Workplan.
- Comprehensive timeline to meet the grant requirements and deadlines;
- Experienced and qualified consultant team, which also includes previous experience working with Ayres. As well as other members of the team (EPS and DHM Design) that are currently, and have previously worked with the City and NURA on development/redevelopment projects. Thereby, providing an additional Northglenn knowledge base, experience and expertise to the project.
- Many award winning and published brownfield projects;
- Demonstrated ability to leverage other potential grants and program dollars for potential future funding opportunities;
- Strong private and public involvement and engagement experience specific to Brownfield projects; and
- Creative marketing and technology tools to engage citizens, property owners, private developers and stakeholders on Brownfield redevelopment opportunities.

BUDGET/TIME IMPLICATIONS

The Ayres Associates Scope of Work provides an outline of the professional services, proposed timelines, and schedule of costs and budget over the next three years (grant deadline 9/30/2018). The EPA budget for implementation of the two grants is \$400,000. Ayres Associates PSA is contracted not to exceed \$397,000. These grants will be reimbursed to the City throughout the three-year grant term.

STAFF REFERENCE:

If you have any comments or questions, please contact Debbie Tuttle at 303-450-8743 or dtuttle@northglenn.org.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-12
Series of 2016

Series of 2016

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND AYRES ASSOCIATES, INC. FOR THE IMPLEMENTATION OF TWO BROWNFIELD COMMUNITY-WIDE PETROLEUM AND HAZARDOUS MATERIALS ASSESSMENT GRANTS

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 Ayres Associates, Inc., attached hereto, in an amount not to exceed \$397,000 for the implementation of two Brownfield Community-Wide Petroleum and Hazardous Materials Assessment grants is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2016.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, between the City of Northglenn, State of Colorado, 11701 Community Center Dr., Northglenn, CO 80233-8061 (CLIENT) and Ayres Associates Inc, 5201 E. Terrace Drive, Suite 200, Madison, WI 53718 (CONSULTANT).

CLIENT intends to retain the CONSULTANT for professional services to conduct and outreach services, environmental site assessment and related redevelopment services associated with the area described in Attachment A (hereinafter called the Project).

CLIENT and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by CLIENT as set forth below.

This Project includes services on sites that may potentially contain hazardous substances. Because of the inherent risk on these sites, provisions contained in Attachment E are hereby incorporated into this agreement between CLIENT and CONSULTANT.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A – Scope of Services, consisting of 12 pages
- Attachment B – Periods of Service, consisting of 1 page.
- Attachment C – Compensation and Payments, consisting of 3 pages.
- Attachment D – Terms and Conditions, consisting of 5 pages.
- Attachment E – Terms and Conditions for Services Involving Hazardous Substances, consisting of 3 pages.

This Agreement (consisting of 2 pages), together with the Attachments identified above, constitute the entire agreement between CLIENT and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

<u>City of Northglenn, CO</u>		<u>Ayres Associates Inc</u>
CLIENT		CONSULTANT
_____	(Signature)	<u><i>Scott C. Wilson</i></u>
<u>Joyce Downing</u>	(Typed Name)	<u>Scott C. Wilson, PSS</u>
_____	(Title)	<u>Vice President – Environmental Services</u>
<u>Mayor</u>		
_____	(Date)	<u>January 11, 2016</u>

ATTEST CLIENT SIGNATURE:

(Signature)

Johanna Small, CMC

(Typed Name)

City Clerk

(Title)

(Date)

APPROVED AS TO FORM:

(Signature)

Corey Hoffmann

(Typed Name)

City Attorney

(Title)

(Date)

ATTEST CONSULTANT SIGNATURE:

Connie Holden Peterson

Connie Holden Peterson

Vice President – Human Resources

January 11, 2016

ATTACHMENT A – SCOPE OF SERVICES

This is an attachment to the Agreement dated _____, between City of Northglenn, CO (CLIENT) and Ayres Associates Inc (CONSULTANT).

BASIC SERVICES

CONSULTANT shall provide professional environmental services for CLIENT as follows:

The Scope of Work is based upon our understanding of environmental conditions required for the City of Northglenn Brownfield Redevelopment program. The purpose of the proposed work is to proactively manage brownfield redevelopment planning and redevelopment efforts, investigate soil and groundwater impacts in the project area, plan for and evaluate remedial options, prepare remedial action options reports, and prepare and contribute to community involvement/outreach activities associated with the project. Moreover, we will assist the City in management of the required programmatic activities involved in the grant award and agreement. Ayres Associates will assist the City in meeting these objectives by completing the following tasks:

Task 1 – Site Inventory, Selection, and Planning

The Brownfield inventory and prioritization process described in the grant application is a critical first step not only in guiding the other activities under this grant but in positioning the City to be successful in obtaining future USEPA and other federal and state grants. Given our knowledge of the community and working closely with staff, we can quickly develop an inventory of possible Brownfield sites and then conduct a “desktop” assessment of the potential environmental hazards that may be present on each. If the City desires, this information can be integrated with your GIS system.

Prioritizing the potential sites involves a careful balance between the:

- type and degree of potential environmental contamination;
- reuse/redevelopment potential and feasibility;
- community’s goals and objectives; and ability to gain site access.

The goal of this process is to balance community and professional input to arrive at a list of prioritized sites that everyone involved can support, and where the use of assessment funds will achieve the greatest results. Furthermore, the list of priorities and the process used to create it will be designed to enhance the City’s likelihood of success with future federal and state grant applications, most of which assign high scores to those programs that use a comprehensive approach and have high levels of community involvement.

Task 2 – Phase 1 & 2 Environmental Site Assessments

Site Eligibility Determinations: The EPA requires site-eligibility determinations for each parcel identified for assessment using federal funds. Those sites identified for expenditure of EPA funds must have site eligibility determinations prepared and approved by EPA prior to expending grant funds. Working with the City of Northglenn staff, Ayres Associates will help identify, prepare, and submit documentation under USEPA regulations for those sites as described within the Brownfield EPA Assessment Grant work plan.

We will compile and review background information pertaining to the project study areas. This task will

include a review of information on the regional and local topography, soils, hydrology, geology, and hydrogeology of the project area, as well as individual properties operating history. The purpose of this review is to obtain a thorough understanding of potential contaminant sources and site conditions to evaluate the potential for contaminant migration. An understanding of the depositional history of the sites, in conjunction with an understanding of previous manufacturing operations, will facilitate an effective investigation while limiting the project scope and costs.

Phase I ESAs: Ayres Associates will complete Phase I Environmental Site Assessments (ESA) on an as needed basis within the City of Northglenn jurisdictional boundaries. These properties are primarily believed to include properties yet identified within the proposed Redevelopment areas.

The Phase I ESA will be performed in accordance with industry standards set forth in ASTM Practice E1527-13 and AAI. Tasks to be completed during the Phase I Environmental Assessments include:

- Research the history of the property to identify previous uses and ownership history dating back 60 years. This task includes interviewing property owners/occupants and other knowledgeable individuals to identify activities that may have adversely affected the property. Property records to be reviewed will include client records, building permits, and/or property deeds.
- Review regulatory agency documents and interview agency staff to identify adverse environmental conditions affecting the subject property including the quality of potable water supplies and known releases of hazardous materials.
- Review federal, state, and local documents and databases to locate known hazardous waste sites and hazardous waste treatment, storage, and disposal (TSD) facilities within 1-mile of the property; registered waste disposal sites and leaking underground storage tanks (LUSTs) within ½-mile of the property; and hazardous substance spills, registered underground (USTs) and aboveground storage tanks (ASTs), the national priorities listing (NPL), comprehensive environmental response, compensation, and liability act listing (CERCLIS) and hazardous waste handling facilities on the subject property or adjoining properties.
- Review published geological and hydrological reports for information regarding the site and surrounding areas.
- Interview local, county, or state personnel as appropriate to research property history.
- Review environmental licenses, permits, or orders issued with respect to the real property.
- Conduct a site reconnaissance to observe the environmental conditions of the properties including improvements. During the site reconnaissance, the condition of surface features observed on the property (distressed vegetation, stained surface soil, depressions, etc.) will be noted and photographed. Access to the property will be arranged by the City of Northglenn and/or its Community Partners.
- Render a professional opinion of environmental conditions affecting the subject property and offer recommendations for further environmental site assessment activities that may be necessary and appropriate.

- Document results of the ESAs in a separate electronic report for each site. Reports will include results, conclusions, recommendations for further action, and color photographs and other graphics illustrating the property and recognized environmental conditions, as appropriate.

Work Plans and Phase II Site Assessments

Performance of an efficient and cost-effective program begins with accurate and complete project scoping and development of a work plan. Improper or incomplete scoping can result in unanticipated cost overruns and schedule delays. The work plan details the scope of work to be performed within the project and guides overall project direction and implementation. The work plan outlines the rationale and significant details of the project and consists of the following core elements – a quality assurance plan, field-sampling plan, waste management plan, and a site health and safety plan.

EPA Project Work Plans

Quality Assurance Project Plan: The quality assurance project plan (QAPP) describes quality assurance/quality control protocols required to perform the remedial investigation. The QAPP addresses procedures involved in the collection, preservation, packaging, and transport of samples; field-testing; decontamination procedures; data management; chain-of-custody procedures; laboratory analysis; and other matters to promote collection of reliable data. A pre QAPP meeting with the U.S. Environmental Protection Agency (USEPA) is required as a condition of the assessment contract. A QAPP must be submitted for review and approval by the USEPA prior to performing ANY field sampling.

Field Sampling Plan (a.k.a. Sampling and Analysis Plan [SAP]): The field sampling plan (FSP) outlines the objectives of the sampling program and describes in detail the sample equipment, sample procedures, and handling techniques used to guide the implementation of the project. Each site requiring a Phase II subsurface investigation must have a FSP completed and approved by the EPA and State regulatory authority.

Health and Safety Plan: A site specific Health and Safety Plan (HSP) will be prepared for the project prior to performing fieldwork. The purpose of the HSP is to assign responsibilities, establish personal protection standards and mandatory safety practices and procedures, and provide contingencies for situations that may arise during site operations. The provisions of the plan are mandatory for all employees who are engaged in hazardous material management and construction activities. The plan will be developed under USEPA guidelines and will comply with all applicable regulations, including Occupational Safety and Health Administration (OSHA) standards (29 Code of Federal Regulations [CFR] 1910 and 1926).

Waste Management Plan: In addition to the EPA required QAPP, HSP, and FSP plans, Ayres Associates will prepare a waste management plan to address the handling of investigative derived waste materials. The plan will address the anticipated waste types and on-site management procedures for each activity performed.

Ayres Associates will prepare a draft QAPP/FSP for EPA and City of Northglenn review and approval followed by a final plan incorporating EPA and City of Northglenn comments. In addition, Ayres Associates will prepare a single, final HSP and Waste Management Plan for submittal to the EPA and City of Northglenn. A single copy of each plan will be provided to the City of Northglenn, the EPA, and CDPHE.

Phase II Site Assessments

Ayres Associates will evaluate each of the properties of interest for known or potential environmental impacts. An investigation strategy will be developed following completion of Phase I environmental site assessments and sample locations selected for each of the properties based on this preliminary evaluation. Sample locations and rationale will be summarized within the FSP. Site-specific conditions, as well as overall project objectives will be considered in formulating our project approach. Field investigation tasks which may be common to one or more project sites and will be addressed by Ayres Associates include:

Permitting

Permit and land access agreements will be required to install and sample the monitoring wells on any privately owned properties adjacent to the sites. Ayres Associates will work with the CDPHE, USEPA, and City of Northglenn to obtain the necessary required permits and resolve site access issues.

Soil Investigation

Drilling and Soil Sampling Methods – Borings advanced for the installation of monitoring wells will be drilled using hollow stem auger techniques. The augers will have a minimum inside diameter of 4¼ inches. Sampling performed to exclusively evaluate soil quality may be performed using Geoprobe™ System hydraulic push techniques.

Continuous samples will be collected from the ground surface to the depth of exploration when advancing the borings or probes. Conventional split-spoon-sampling techniques will be used for borings advanced using hollow stem auger and probes. Samples of the unconsolidated material will be collected for detailed lithologic description, laboratory analysis, and possible soil analysis for physical properties. Geologic information obtained from the boreholes will be documented on CDPHE Soil Boring Log Information Forms.

Borehole Abandonment

Each borehole advanced during this investigation, and not converted into a monitoring well, will be properly abandoned. All boreholes requiring abandonment will be abandoned in accordance with Wyoming Administrative Code. Bentonite chips no greater than 3/8-inch diameter will be used to seal all boreholes. Borehole abandonment will be properly documented using CDPHE Well/Borehole Abandonment Forms.

Groundwater Investigation

Water Table Observation Well Installation – Water table observation wells may be installed in borings advanced below the water table. Potential water table wells will be installed at varying depths dependent on the depth to groundwater within the Brownfield Redevelopment area. The purpose of the water table observations wells is to evaluate groundwater flow and potential contaminant transport at the water table. Water table observation wells will be constructed of 2-inch inside diameter (ID) schedule 40 PVC riser and screen. Water table observation well will be constructed with a 10-foot length of slotted PVC screen (0.006 to 0.010 inch slot). Monitoring wells will be installed in accordance with Colorado Administrative Code.

Piezometer Installation

Should piezometers be required, they will be installed at depth within the unconfined, unconsolidated aquifer. The purpose of the piezometers is to evaluate water quality and groundwater flow conditions at depth within the aquifer. Piezometers will be located adjacent to existing water table observation wells to create well nests. Data obtained from the well nests will be used to evaluate vertical groundwater gradients and the extent of vertical migration of potential constituents of interest. Water quality data obtained from the well nests will be used to evaluate the vertical extent of groundwater impacts. A summary of proposed monitoring wells will be presented within the FSP. All well construction details will be documented on CDPHE Monitoring Well Construction Forms.

Well Development

Monitoring wells will be developed after construction to remove fine-grained materials from within the well screen and filter pack. The wells will be developed by removing at least 10 times the volume of water stored in the well casings and filter pack. Logs of all well development procedures will be maintained. Purge water will be drummed or permission will be obtained to discharge the water directly to the sanitary sewer. Well development procedures will be documented on CDPHE Monitoring Well Development Forms.

Monitoring Well Survey

Monitoring wells will be surveyed to determine their elevations and horizontal locations. At each monitoring well, the elevations of the top of the well casing will be surveyed to the nearest 0.01-foot. Ground surface elevation will be surveyed to the nearest 0.1-foot.

Hydraulic Conductivity Testing

In-situ hydraulic conductivity tests (slug tests) will be performed on each new water table well and piezometer installed. Slug tests will be performed by rapidly lowering a solid PVC cylinder into the well to cause an instantaneous rise in water level (falling head test) within the well, and then measuring the return of the water level to static conditions. A second test will be performed by measuring the water level response when the cylinder (rising head test) is removed. Water level measurements will be collected with a data logger and pressure transducer. The hydraulic conductivity data will be analyzed using Waterloo Hydrologic Aquifer Test v.3 graphical analysis and reporting software. Hydraulic conductivity data will be evaluated using the methods of Bouwer and Rice (1976) for unconfined aquifers.

Falling head tests (slug in) will be performed on both water table observation wells and piezometers to evaluate the relative response of the aquifer prior to performing a rising head test (slug out). This will be done to ensure the data logger is properly programmed, and the equipment is functioning properly. The results of the tests are also useful for comparing the relative values to ensure consistency in testing and analysis. However, falling head tests performed in water table observation wells will not be used to calculate the average hydraulic conductivity of the aquifer.

Laboratory Analysis of Soil and Groundwater Samples

Soil Samples -Soil samples will be collected for laboratory analysis from each boring advanced during this investigation. The soil analytical program will be detailed in the work plan FSP and will include volatile organic compounds (VOC), Resource Conservation and Recovery Act (RCRA) metals, polynuclear aromatic compounds (PAH), polychlorinated biphenols (PCB) diesel range organics (DRO), and gasoline range organics (GRO). Soil samples collected from select borings will also be analyzed for percent organic matter.

Samples will be selected for analysis based on visual and olfactory observation, PID field screening results, conditions of the subsurface geology, and results of previous investigations performed at the sites. The physical/chemical properties of the analytes will also be considered in selecting soil samples for analysis. Decisions on the type and number of analyses to be performed will be made by the field scientist and the project hydrogeologist.

Groundwater Samples

To effectively evaluate the need for and/or type of remediation required at the site, a complete and accurate assessment of groundwater quality is required. Data on contaminant types, concentrations, and distribution will be evaluated in conjunction with the physical/chemical properties of the constituents to determine their persistence and mobility within the subsurface.

One round of groundwater samples will be collected from each of the monitoring wells installed in the project area. Subsequent sampling rounds will be performed based on the results of the first round of sampling (and existing data). Prior to sample collection, water levels will be obtained from each of the monitoring wells. Samples will be collected using a peristaltic or submersible pump after field instruments indicate that selected field parameters have stabilized.

Groundwater samples collected from the water table wells and piezometers will be obtained using disposable polyethylene bottom-filling bailers. Samples will be collected in pre-cleaned containers provided by the laboratory. Groundwater sampling information will be documented on standard Ayres Associates groundwater monitoring field- sampling forms.

The groundwater analytical program will be detailed in the FSP. Laboratory analysis for samples collected from the wells installed during this phase of investigation will include one or more of the following: volatile organic compounds (VOC), Resource Conservation and Recovery Act (RCRA) metals, polynuclear aromatic compounds (PAH), polychlorinated biphenols (PCB), diesel range organics (DRO), and gasoline range organics (GRO). Laboratory analysis for samples collected from existing wells will be analyzed for PVOCs or VOCs, depending upon findings of the Phase I ESA for that subject parcel.

A suite of inorganic parameters will be analyzed on samples collected from select monitoring wells at the site. These parameters include: dissolved calcium, magnesium, sulfate, phosphorous, nitrate-nitrite nitrogen, kjeldahl nitrogen, ammonia nitrogen, iron, manganese, hardness, chemical oxygen demand, and total dissolved solids. These data will be used to evaluate the geochemistry of the aquifer, and the type of reactions that may be occurring in the groundwater flow system.

Real time data on temperature, pH, specific conductance, dissolved oxygen, ferrous iron, and oxidation-reduction (Redox) potential will be collected to compliment the analytical data. These data will be used to construct a "geochemical model" of conditions at the site to assist in the interpretation and understanding of attenuation and or transformation processes that may be occurring in the aquifer, and the potential fate of the constituents of interest.

Physical Soils Analysis

Soils laboratory testing will be performed on selected samples collected from the borings. Moisture content, organic matter fraction, gradation analysis (including sieve and hydrometer analysis), and Atterberg limits will be performed on the soil samples as appropriate for the soil type. Moisture content, sieve and hydrometer analysis, and Atterberg limit tests will be performed using American Society for

Testing and Materials (ASTM) Methods D2974-87, D422-63, and D4318-84, respectively. A minimum of one sample per boring or soil unit will be selected for analysis. These data will be used for subsequent groundwater modeling, if performed, evaluation of contaminant transport, evaluation of remedial alternatives, and evaluation and construction of the storm water detention basin.

Data Evaluation

Data obtained through the background data review and environmental investigation will be analyzed and interpreted by Ayres Associates. The objectives of the analysis will be to determine the presence and significance of regulated chemical impacts to soil and groundwater related to historical activities at the site. Data evaluation will include analysis of remedial alternatives.

Site Investigation Report

A draft report summarizing findings of the site will be submitted to the City of Northglenn for review and comment. The report will be prepared in accordance with CDPHE Administrative Codes. The report will include a description of site conditions, subsurface geology, results and interpretation of the laboratory analytical data. A final report will be prepared following the City's review of the draft report. Reporting activities will include completion and submission of required reports and forms to all applicable state and local agencies. Monthly project memoranda will also be prepared to keep the City's project team and regulatory agencies apprised of project activities.

Site Remedial Action Planning and Report

The key to success with this project is compiling all the contamination issues within one focused effort and then through complete communication and open discussion with environmental agencies, prepare a comprehensive Remedial Action Plan, also known as an Analysis of Brownfields Clean up Alternatives (ABCA) that addresses individual site (and perhaps combine multiple adjoining sites) contamination present.

A comprehensive remedial action plan report will be prepared in accordance with CDPHE Administrative Code. The purpose of the feasibility study or remedial action plan is to identify remedial alternatives for the project area that will effectively mitigate risk associated with contaminants of concern at each investigated site, and that are protective of human health and the environment during and after implementation of remediation. Key elements in performing this evaluation include: identification and screening of potential alternatives, detailed evaluation of reasonable alternatives identified during the screening phase, and selection of one or more remedial options for implementation. Evaluation of the alternatives will be performed using the evaluation criteria presented in CDPHE Administrative Code.

In addition, Ayres Associates will prepare an Analysis of Brownfield Cleanup Alternatives (ABCA) and submit this to the CDPHE. In order to properly address developers concerns and their timetables, and keep the project on schedule, the ABCA will take into consideration the entire project area. Two copies of each report will be provided to the City of Northglenn, two additional copies of each report will be prepared, one for EPA and one for CDPHE submittals.

Task 3 – Programmatic Activities

Ayres Associates has a variety of experience working with EPA with regard to project coordination, reporting, and planning efforts. This includes submission of EPA quarterly reports, EPA property profile and quarterly expenditure reports, annual financial summaries, and project close-out procedures. In addition, Ayres Associates will work directly with EPA and CDPHE with direct site-by-site project reporting requirements and associated regulatory concerns. Ayres Associates staff will prepare and

provide to the City of Northglenn staff these grant programmatic reports which are necessary to maintain budgets, time schedules, reimbursement requests from the EPA, and report submissions.

Your core tracking device throughout the USEPA Assessment Grant process is your active Administrative Record (AR), the public report that documents all the activities associated with your grant. We have provided a general outline below of the typical contents of your AR, and each one is prepared for our clients as a three-ring binder for easy access and also updated electronically upon completion of distinct milestones associated with the project. Each individual site addressed during the clean-up process has a sub-section for ready access and review by staff or members of the public.

A sample of sections of the AR we will be providing is bulleted below:

- Assessment and Clean-up Protocol
- Eligibility Determinations
- Phase 1 Environmental Site Investigation
- Health and Safety Plan (HSP)
- Field Sampling Plan (FSP)
- Phase 2/NR 716 Site Investigation Reports
- Remedial Action Report or Remedial Action Options Report (RAOR)
- Analysis of Brownfield Cleanup Alternatives (ABCA)
- Decision Document
- Public Comments
- DNR Comments
- Clean-up Activities: Bidding Specifications, Contractor Permits
- Redevelopment Information

Prepare Progress Reports

These programmatic services meet your primary grant requirements and include preparing the required forms to communicate the progress of grant activities to the EPA. Participation in the EPA cooperative agreements brings a significant programmatic administrative burden, and compliance with the programmatic requirements must be documented in each project's administrative record. Ayres Associates has experience working with the EPA on project coordination, reporting, and planning efforts and will assist the Coalition Partners by preparing these reports on your behalf. This includes submission of EPA quarterly reports, EPA property profiles (Assessment, Cleanup, and Redevelopment Exchange System – ACRES); EPA documents (5700-52a DBE/WBE utilizations forms, SF425 financial forms, 5700-53 lobbying and litigation forms); Davis Bacon bid requirements; and associated project closeout procedures. Ayres Associates staff will assist the City with these grant programmatic processes and requirements to maintain budgets, time schedules, and submission of reports.

Task 4 – Analysis of Brownfield Cleanup Objectives (ABCA)

Ayres Associates will prepare a comprehensive Remedial Action Plan, also known as an Analysis of Brownfields Clean up Alternatives (ABCA) that addresses individual site (and perhaps combine multiple adjoining sites) contamination shown to be present.

The comprehensive Remedial Action Plan report will be prepared in accordance with CDPHE Administrative Code. The feasibility study or remedial action plan will identify remedial alternatives for the Project area that will effectively mitigate risk associated with contaminants of concern at each

investigated site, and that are protective of human health and the environment during and after implementation of remediation. Ayres Associates will identify and screen potential alternatives, provide a detailed evaluation of reasonable alternatives identified during the screening phase, and recommend one or more remedial options for implementation. Evaluations will be performed using the evaluation criteria presented in CDPHE Administrative Code.

Ayres Associates will prepare and submit a Remedial Action Options Report (ROAR) taking into consideration the entire Project acreage or area as opposed to individual site criteria. Two copies of each report will be provided to the CITY/NURA, and copies of each report will be prepared and submitted to the EPA and CDPHE.

Task 5 – Community Involvement & Reuse Planning

Community involvement and public outreach are critical components of the EPA grant process. At Ayres Associates, we pride ourselves in assisting our clients with the implementation of the brownfield redevelopment grants that we help procure. Ayres Associates and our team members have worked with dozens of municipalities to help facilitate these outreach efforts. This work includes outreach to the public-at-large through interactive forums, small group discussions, and print media as well as organizing multi-organization partnerships. In many communities, our team members have helped with the creation of brownfield advisory committees (BAC) and/or project management teams (PMT) and then prepared and presented materials to them at regularly scheduled project update meetings and through project websites. We are prepared to distribute project information through social media networks if the City desires. We have prepared written project fact sheets, press releases, and quarterly reports to the state and federal agency partners.

As part of the work plan for this grant, the City has agreed to keep residents informed and involved in the EPA Assessment process. The City's advisory committee meetings will be one method of keeping the neighborhood, businesses, and other stakeholders informed of the intent and planning and investigation progress before commencement of future redevelopment activities. Meaningful public outreach will be a key element in developing a successful Brownfield program. At the City's direction, outreach efforts will be led by Ayres Associates' staff with supplemental assistance from DHM Design, a recognized leader in conducting highly effective and meaningful public participation programs.

We intend to employ a wide range of techniques to engage with diverse individuals and organizations to arrive at mutually acceptable decisions that allow projects to move forward. Whether the participants include neighborhood groups, business associations, environmental organizations, or individual residents, the need to provide an inclusive, fair and constructive engagement process is the same. Accordingly, we will begin this process by working with City staff and the Project Management Team to identify all of the key stakeholders and others whose participation is paramount to ensuring all of those impacted by Brownfields are provided opportunities to participate. From that, we will suggest methods to reach out to traditionally under-represented groups (such as lower income residents, the elderly, those with physical limitations, racial and ethnic minorities, renters, etc.) in ways that make it easy and comfortable for them to participate.

In working with the PMT, we will assist City staff in the developing strategies to engage the members in meaningful and productive dialogues to gain a full understanding of their concerns and objectives as well as to share the City's needs and goals. This includes everything from selecting the appropriate mediums for conveying information (presentations, websites, handouts, displays, etc.) to determining

the best formats for conducting discussions and obtaining feedback and input. Further, it includes carefully guiding the meeting and discussions to ensure they result in timely decisions.

The goal of all of our outreach efforts will be to identify points of agreement (and sometimes agreement to disagree) that will allow the project to move ahead while leaving participating individuals feeling satisfied that the process was fair and the outcome acceptable even if it differs from their original position.

Ayres Associates will participate in the community outreach process by working with the PMT to develop a Public Involvement Plan (PIP) and creating technical communication materials such as fliers or handouts, as well as attending and participating in public meetings/presentations as deemed appropriate during the grant period. A typical CRP we prepare with clients includes:

- Identification of a spokesperson for the project.
- Establishment of an administrative record.
- Description of the target sites: location, history, nature of the threat to public health and the environment, and options considered for redevelopment, including proposed stormwater mitigation techniques.
- A basic profile of the community (such as demographics and socioeconomic data).
- A chronology of community involvement in the project.
- A summary of key community concerns regarding health and redevelopment. Planning for future community involvement in redevelopment.

Site Analysis

Ayres Associates will produce a master planning level site analysis using available City GIS mapping of existing conditions including vacant city-owned properties, area zoning types, future transportation plans, open/recreational spaces, and the Brownfield site inventory. Ayres Associates will produce key urban revitalization strategies as applicable, evaluating the economic impact of the strategies utilizing the professionals from EPS, Inc.

Land Use Strategies for Redevelopment

Ayres Associates will explore a range of viable land use combinations for discussion with the City. Solutions will include flexibility for phasing and allowing land use to adjust with time to meet market demand. Our teammates DHM and EPS will provide analysis of the land use scenarios to ensure the proposals are both physically feasible and economically sound. Several renderings of redevelopment concepts will be provided to assist in the visioning process while also helping increase community understanding and marketability of sites.

Building Awareness

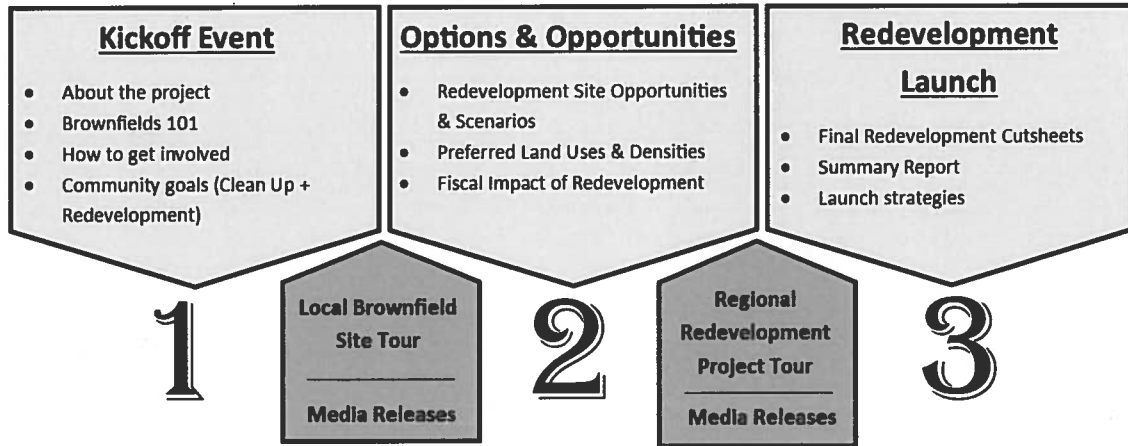
Ayres Associates will work hand in hand with City staff to define community values by engaging citizens, interest groups, business community, potential developers and stakeholders bring awareness of the Project and how to get involved. Based upon guidance from the Public Involvement Plan, advertising tactics may include:

- Signage at the sites
- Postcards / direct mail
- Flyers at local events
- Bilingual materials
- Posters at community gathering points
- Municipal newsletters
- Tie into municipal web site and/or construct a project specific web site and online engagement platform (MySidewalk)
- Announcements through neighborhood associations, and other interest groups

Engaging the Public

Ayres Associates will engage the community in several ways, including the formation of steering committees, public workshops, open houses, user surveys, and focus groups to make sure the public has an opportunity to speak. We will employ a tiered system of feedback to open the channels of communication to ensure an inclusive process and will utilize an online, interactive platform to broaden our outreach.

In general, the public engagement will consist of three public events supplemented with ongoing online updates and media releases regarding the progress of the project. We also plan to include up to two site tours with appropriate team members to evaluate opportunities. The content and format of the meetings and tours will be formalized with input from staff during the creation of the Public Involvement Plan. Generally, we anticipate the following:



Kickoff Event

Prior to the kickoff event, input from City staff, user groups, and key stakeholders are gathered and evaluated. This preliminary information and planning session will be in the form of a participatory planning session. The planning team will lead the participants through a series of exercises focused on information gathering to begin the education process about brownfields and to narrow our focus on prospective sites. We'll also find out what the primary community goals are regarding clean up and redevelopment of sites. The City will assist in securing vehicles for tour purposes and help coordinate participation from key staff and stakeholders.

Options & Opportunities

This session will present initial information regarding site opportunities and design alternative analysis to evaluate many potential options and narrow those options to two or three alternatives that can be presented to the entire community for their input and evaluation. This session will include several renderings for up to three priority redevelopment sites to help communicate possible opportunities. Community outreach will involve as large and diverse crowd as possible, including and not limited to, local residents, the business community, winter visitors, military families, and potential developers to provide Ayres with prioritizing, designing, and planning preferred options. The process will be summarized in a report for the participants, and the preferred alternatives will be refined by the Ayres in preparation for the Launch Event.

Launch Event

This event focuses on celebrating the work that has been completed while securing public support for the direction of the project. We will look to present final draft information while confirming any remaining questions or options that need resolution.

Incorporating Feedback

Ayres Associates will synthesize data from public meetings and comment opportunities, feedback received through public meetings, a web based survey, stakeholder meetings, and other mechanisms. Ayres Associates will identify trends, develop a list of key issues, and organize the feedback into workable solutions and will publicize the results through the use of a Project web site and/or a report at subsequent meetings.

Additional Services

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as described below. These services are not included as part of Basic Services and will be paid for according to the terms, conditions, and fee schedule presented in this Agreement.

- Implementation of Future EPA Brownfield Cleanup, RLF and Remedial Planning, and Brownfield Planning Grants
- Grant and Loan Preparation and Funding Administration
- GIS and Digital Orthophotography
- Preparation of Designs and Specifications
- Park and Recreation Planning and Design
- Site Civil Design and ALTA and Boundary Survey
- Asbestos and Lead-based Paint Inspections and Surveys
- Demolition and ACM Plans and Specifications
- Soil and Groundwater Remediation of Affected Properties
- State and Federal Funding Searches and Strategic Planning

ATTACHMENT B – PERIODS OF SERVICE

This is an attachment to the Agreement dated _____, between City of Northglenn, CO (CLIENT) and Ayres Associates Inc (CONSULTANT).

Provisions of Attachment B hereinafter amend and supplement Attachment A and Attachment D as follows:

Task	Estimated Completed Date
Task 1 – Inventory & SEDs	Commence within 10 days following Notice to Proceed
Task 2 – Phase I & II ESAs	
ESA Site Eligibility Determinations	Within 30 days following City of Northglenn Notice to Proceed
QAPP	Complete Within 90 days following City of Northglenn Notice to Proceed
Phase I ESA	Within 60 days following City of Northglenn Notice to Proceed
Work Plans and Phase II	Within 30 days following EPA/City of Northglenn
Assessment QAPP Draft	QAPP Draft approval and comments
QAPP Final FSP Draft FSP Final	Within 30 days following EPA/City of Northglenn Approvals of Site Eligibility Determinations
HSP/WMP	Within 30 days following EPA/City of Northglenn FSP Draft approval and comments
Phase II Report(s)	Within 30 days following EPA/City of Northglenn FSP/QAPP Draft approvals and comments
ABCA/RAP Comprehensive Report	Within 120 days following EPA/City of Northglenn final QAPP/FSP/HSP approvals
ROAR Comprehensive Report	Within 90 days following completion of Phase II Reports
Task 3 – Programmatic Activities	Quarterly Reports, WBD/DBE Reports, Year-end Summaries
Task 4 – ABCA	When Cleanups are required in grant periods
Task 5 – Community Involvement & Reuse Planning	As requested throughout contract period

ATTACHMENT C – COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated _____, between City of Northglenn, CO, (CLIENT) and Ayres Associates Inc (CONSULTANT).

CONSULTANT will perform services on an hourly basis, plus reimbursable expenses. The cost of services shall not exceed \$397,000. CONSULTANT will not exceed an amount of \$397,000 without CLIENT's prior written approval.

CLIENT shall pay CONSULTANT for services rendered as follows:

CONSULTANT's Labor. For CONSULTANT's labor, an amount equal to the following rates for the time expended by principals and employees engaged directly on the Project.

CLIENT shall pay CONSULTANT for services rendered as follows:

Compensation for Services and Expenses

Basic Services. CLIENT shall pay CONSULTANT for Basic Services set forth in Attachment A as follows: An amount equal to the cumulative time expended by employees engaged directly on the project in accordance with Ayres Associates direct labor costs times a factor of 3.25, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

The total compensation for services is not more than \$397,000. The budget for each grant component is set below. CONSULTANT shall not exceed the amount for each component, defined below, unless approved in writing by CLIENT prior to the CONSULTANT'S commencement of the Task.

	Task 1	Task 2	Task 3	Task 4	Task 5	Total Costs
Hazardous Substances Grant Budget Categories (Programmatic costs only)	Site Inventory, Prioritization, Planning	Phase I & II ESAs & QAPP	Eligible Programmatic Activities	ABCA	Community Involvement	
Hazardous Total	\$17,000	\$160,000	\$8,000	\$10,000	\$5,000	\$200,000
Petroleum Substances Grant Budget Categories (Programmatic costs only)	Site Inventory, Prioritization, Planning	Phase I & II ESAs & QAPP	Eligible Programmatic Activities	ABCA	Community Involvement	
Contractual Total	\$34,000	\$112,000	\$18,000	\$13,000	\$20,000	\$197,000

Additional Services. CLIENT shall pay CONSULTANT for Additional Services which are requested by City in writing in advance and which are beyond the scope of the services set forth in Exhibit A, if any, as follows:

- GIS and digital orthophotography
- Additional Phase I and Phase II ESA/s
- Addition EPA Planning Grant, RLF, and Assessment Grant preparation and implementation
- Preparation of remedial designs and specifications
- Preparation of permits
- Construction dewatering and hydrologic analysis
- Civil site design
- Asbestos and other hazardous materials surveys
- Architectural services

Other Provisions Concerning Compensation

Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.05.

Annual Adjustments. The Direct Labor Costs will be adjusted annually and the factor applied to Direct Labor Costs and the Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to CONSULTANT. Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to CLIENT at cost.

Payments

Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to CONSULTANT's invoices.

Failure to Pay. If CLIENT fails to make any payment due CONSULTANT for services and expenses within forty-five days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

Payments Upon Termination. In the event of termination by OWNER, CONSULTANT will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished and all Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants incurred through the effective date of termination.

Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

Definitions

Direct Labor Costs. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

Reimbursable Expenses. Reimbursable Expenses mean the actual expenses directly incurred by CONSULTANT, in connection with the Project. Attached to this agreement is an itemized rate schedule for reimbursable and direct expenses. Equipment expenses may vary up or down from year to year, according to depreciation and government audited rates.

ATTACHMENT D – TERMS AND CONDITIONS

This is an attachment to the Agreement dated _____, between City of Northglenn, CO (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 1 – BASIC SERVICES

CONSULTANT shall provide professional services for CLIENT on the Project to which this Agreement applies, including customary services incidental thereto, and as indicated in Attachment A.

ARTICLE 2 – ADDITIONAL SERVICES

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services not included as part of Basic Services. These services will be paid for by CLIENT as indicated in Attachment C and Article 5 of Attachment D.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

CLIENT shall furnish to CONSULTANT in a timely manner so as not to delay the services of CONSULTANT items as provided in Attachment A.

ARTICLE 4 – PERIODS OF SERVICE

The provisions of this Article and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. In Attachment B specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided; if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

ARTICLE 5 – PAYMENTS

5.1 Methods of Payments for Services and Expenses

CLIENT shall pay CONSULTANT for Basic Services, Additional Services, and Reimbursable Expenses rendered (as amended and supplemented by Attachment A) in accordance with Attachment C.

5.2 Times of Payments

CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to CONSULTANT's invoices.

5.3 Other Provisions Concerning Payments

5.3.1 If CLIENT fails to make any payment due CONSULTANT for services and expenses within forty-five days after receipt of CONSULTANT's invoice, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.) from said forty-fifth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.3.2 In the event of termination by CLIENT under paragraph 7.1, CONSULTANT will be reimbursed for all charges and services rendered to the date of termination.

5.3.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices and provided to CLIENT upon request.

5.3.4 Factors determining compensation payable to CONSULTANT will be adjusted periodically and equitably to reflect changes in various elements that comprise such factors.

5.3.5 The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed shall be added to the compensation as determined above.

ARTICLE 6 – OPINIONS OF COST

CONSULTANT's opinions of probable Project Costs are made on the basis of CONSULTANT's experience; but CONSULTANT cannot and does not guarantee that actual Project Costs will not vary from opinions of probable cost.

ARTICLE 7 – GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents prepared by CONSULTANT (and independent associates) pursuant to this Agreement are instruments of service created on behalf of the City of Northglenn (CLIENT) and the City of Northglenn shall retain sole ownership and property interest therein. CONSULTANT may make and retain copies for information and reference but not for use in any other project or purpose and solely in connection with use by OWNER.

7.3 Insurance

7.3.1 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. 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 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.

7.3.2 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. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

7.3.2.1 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.

7.3.2.2 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.

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

7.3.3 The policy required by paragraph 7.3.2.3. 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 7.3.2.1. 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.

7.3.4 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: Debbie Tuttle
11701 Community Center Drive
Northglenn, Colorado 80233-8061

7.3.5 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.

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

7.3.7 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.

7.4 Controlling Law

This Agreement is to be governed by the law of the place of business of CLIENT with the jurisdiction and venue agreed to be the Judicial District Court, Adams County, Colorado.

7.5 Dispute Resolution

Negotiation. CLIENT 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 dispute resolution provision below or other provisions of this Agreement, or under law.

7.6 Illegal Aliens

7.6.1 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.

7.6.2 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.

7.6.3 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 the City 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.

7.6.4 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.

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

7.6.6 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.

ATTACHMENT E – TERMS AND CONDITIONS FOR SERVICES INVOLVING HAZARDOUS SUBSTANCES

This is an attachment to the Agreement dated _____, between City of Northglenn, CO (CLIENT) and Ayres Associates Inc (CONSULTANT).

The following provisions are incorporated into the Agreement between CLIENT and CONSULTANT.

STANDARD OF CARE

In accepting this Agreement for consulting services, CLIENT acknowledges the inherent risk associated with hazardous, oil, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions as well as with construction activities. In performing the professional services, CONSULTANT will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession practicing in the same or similar locality. The standard of care shall be judged exclusively at the time the services are rendered and not according to later standards.

PROJECT SITE

CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature, or characteristics of any hazardous substances at, on, or under the site. In addition, CLIENT shall furnish all data, prior studies, manufacturing or waste disposal histories, and construction documents actually or potentially informative as to the actual conditions at the site for performance of CONSULTANT's services. CONSULTANT shall be entitled to rely upon OWNER- provided documents and information in performing the services required under this Agreement, however, CONSULTANT assumes no responsibility or liability for their accuracy or completeness.

CONSULTANT will not direct, supervise, or control the work of contractors or their subcontractors. CONSULTANT's services will not include a review or evaluation of the contractor's or subcontractor's safety measures.

CONSULTANT shall be responsible only for its activities and that of its employees and subconsultants on the site. Neither the professional activities nor the presence of CONSULTANT or its employees or its subconsultants on the site shall imply that CONSULTANT controls the operations of others, nor shall this be construed to be an acceptance by CONSULTANT of any responsibility for jobsite safety.

DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that CONSULTANT is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances found or identified at the site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the site.

INDEMNIFICATION

It is understood and agreed that CLIENT is requesting CONSULTANT to undertake, for OWNER's benefit, obligations involving the presence or potential presence of hazardous substances. Therefore, it is expressly understood that CLIENT shall in no manner hold CONSULTANT responsible for any existing site

condition and the presence or potential presence of hazardous substances.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT against damages, liabilities and costs arising from the negligent acts and willful misconduct of the CONSULTANT in the performance of professional services under this Agreement, to the extent that the CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the CONSULTANT and CLIENT. The CONSULTANT shall not be obligated to indemnify the CLIENT for the CLIENT'S own negligence.

LIMITATION OF LIABILITY

CLIENT agrees to limit CONSULTANT's liability to and indemnification of CLIENT to the dollar amounts listed under Insurance, or recovered by CONSULTANT under the insurance policies, whichever is less.

CLIENT shall not be liable to CONSULTANT and CONSULTANT shall not be liable to CLIENT for any consequential damages incurred by either due to fault of other, regardless of nature of this fault, or whether it was committed by CLIENT or CONSULTANT, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

INSURANCE

CONSULTANT represents that it carries statutorily required Workers' Compensation Insurance, Commercial General Liability Insurance in the amount of \$1,000,000, and Professional Liability Insurance, with Pollution Liability Insurance, in the amount of \$1,000,000. Certificates of these insurances will be provided to CLIENT upon request. If CLIENT requires additional insurance coverage, CONSULTANT will endeavor to obtain additional coverage at OWNER's expense, payable in advance.

RIGHT-OF-ENTRY

CLIENT shall furnish right-of-entry for CONSULTANT to such property as may be necessary for CONSULTANT to perform the services under this Agreement. CONSULTANT will take reasonable precautions to minimize damage to the property caused by CONSULTANT's equipment, but has not included in CONSULTANT's fee the cost of restoration of damage which may result from CONSULTANT's operations. If CLIENT requires CONSULTANT to restore property to its former conditions, the costs associated with restoration will be added to CONSULTANT's fee.

PRECEDENCE

These Terms and Conditions for Services Involving Hazardous Substances shall take precedence over any conflicting provisions elsewhere in the Agreement.

SEVERABILITY

If any of these Terms and Conditions are determined to be invalid or unenforceable in whole or part, the remaining provisions of this Agreement shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

SURVIVAL

These Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

ASSESSMENT WORKPLAN

City of Northglenn, CO

**Workplan for CERCLA Section 104(k) Assessment Cooperative Agreement
October 1, 2015 – September 30th, 2018**

1. GOAL 3: Healthy Communities and Ecosystems

Objective 3.2 Communities – Sustain, Clean Up, and Restore Communities and the Ecological Systems that Support Them

Sub-objective 3.2.3 - Assess, Clean Up and Redevelop Brownfields

CFDA: 66.818 Assessment, Cleanup, and Revolving Loan Fund Grants

OBJECTIVE:

Northglenn will use the EPA funding to develop both a Hazardous and Petroleum inventory of brownfield sites in primarily the southwest portion of the city along West 104th Avenue, immediately west of I-25. This inventory will help the City prioritize the assessment, cleanup, and redevelopment of these sites and will accelerate their reuse by providing accessible information to developers. The City will consolidate this information in electronic format and create summary sheets that highlight the most pertinent information about each site that can be distributed to interested developers and stakeholders. EPA funds will also be used to conduct approximately 8 Phase I Environmental Site Assessments (ESAs) on Hazardous sites and another 4 Phase I ESAs on Petroleum sites.

Phase II ESAs will be performed on approximately 4 Hazardous sites and 3 Petroleum sites, which will be identified through the brownfield inventory and community involvement efforts. For each Phase II ESA conducted, quality assurance project plans, site-specific sampling and analysis plans, and remedial action work plans will be developed. EPA will be consulted before any work is conducted on sites that might impact historical properties. In addition, remediation and reuse plans will be created for each site that undergoes a Phase II ESA.

Northglenn will also use EPA grant funding to conduct area-wide planning activities targeted at integrating brownfield reuse efforts with the community's vision for thriving mixed-used commercial developments. These area-wide efforts will enable the development of a community-led revitalization strategy that facilitates brownfield cleanup and reuse and fosters broader economic and environmental barriers that hinder brownfield redevelopment in the area. The redevelopment of brownfield properties will allow for the creation of jobs and a stronger tax base for the City while promoting much needed infill development, including diverse, high-quality housing stock, and new businesses that pay higher wages than the current city average—all of which are identified as goals in the City's Comprehensive Plan.

2. FUNDING: \$200,000 Hazardous Substances; \$200,000 Petroleum

3. BUDGET:

HAZARDOUS	Task 1 (Inventory & Planning)	Task 2 (Environ. Site Assessment)	Task 3 (Programmatic Costs)	Task 4 (ABCA)	Task 5 (Community Outreach)	Total
Personnel	\$0	\$0	\$0	\$0		\$0
Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$17,000	\$160,000	\$8,000	\$10,000	\$5,000	\$200,000
In Kind Staff Time and Supplies #	\$3,500				\$4,000	\$7,500
Total	\$17,000	\$160,000	\$8,000	\$10,000	\$5,000	\$200,000

H – Hazardous substances; P – Petroleum

PETROLEUM	Task 1 (Inventory & Planning)	Task 2 (Environ. Site Assessment)	Task 3 (Programmatic Costs)	Task 4 (ABCA)	Task 5 (Community Outreach)	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel			\$3,000			\$3,000
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$34,000	\$114,000	\$18,000	\$13,000	\$18,000	\$197,000
In Kind Staff Time and Supplies #	\$3,500	0	0	0	\$4,000	\$7,500
Total	\$34,000	\$114,000	\$21,000	\$13,000	\$18,000	\$200,000

= Costs will include \$7,000 in staff time offered as “In-Kind” services, primarily assisting in the redevelopment planning activity of the program. Also included are \$8,000 in “In-Kind” staff costs to conduct outreach meetings, draft press releases, social media efforts, and update its website as data is assembled.

4. WORKPLAN TASKS

Task 1: Site Inventory and Phase I Assessments

Task 1 - Site Inventory & Area Wide Planning Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Site inventory: <ul style="list-style-type: none"> • Gather recognized and potential brownfields sites in target areas • Enter sites on GIS mapping tool 	Outputs: <ul style="list-style-type: none"> • GIS map of potential BF sites Outcomes: <ul style="list-style-type: none"> • Graphical capturing of BF sites for planning work 	Est. Feb. 2016 On-going as appropriate	
Site prioritization and eligibility determination: <ul style="list-style-type: none"> • Convene steering committee meeting to rank and prioritize sites • Choose initial sites for Phase I investigation • Evaluate site access issues • For each selected site, provide site eligibility information to EPA (or state, if petroleum site) for review • Obtain EPA (or state, if petroleum site) approval for Phase I 	Outputs: <ul style="list-style-type: none"> • Planning meetings; approx. 6-10 eligible sites identified in initial inventory search • Estimate 3-5 additional eligible sites identified during remainder of grant Outcomes: <ul style="list-style-type: none"> • Four to six brownfields sites identified with the highest redevelopment and community benefit potential in target area(s) 	On-going from Feb. 2016 thru April 2016 May 2016 April 2016 On-going	
Area-Wide Planning: <ul style="list-style-type: none"> • Identify brownfield-impacted areas (neighborhood, district, city block, etc.) • Develop strategies for the reuse of existing infrastructure in the area 	Outputs: <ul style="list-style-type: none"> • Produce an area-wide plan for the brownfield impacted area • Create a set of area-wide strategies for assessment, cleanup and reuse measures Outcomes: <ul style="list-style-type: none"> • Future uses of at least six properties in the area wide plan have been identified • Next steps to implement the plan have been identified 	March 2016 April 2016 Summer 2016 Nov. 2016	

Task 2: Environmental Site Assessments

Task 2 – Phase I and Phase II Assessments & QAPP Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<p>Phase I investigations:</p> <ul style="list-style-type: none"> • Conduct planning meetings with consultant to discuss approved sites • Consultant obtains access agreement and performs Phase I investigation • Consultant submits draft Phase I report to project team members • Team reviews/comments on draft Phase I • Consultant submits final Phase I report to project team members • Submit AAI checklist on all Phase I sites to EPA 	<p>Outputs:</p> <ul style="list-style-type: none"> • Planning meetings • 10-12 Phase I Reports • updated ACRES database <p>Outcomes:</p> <ul style="list-style-type: none"> • Three to four high potential Brownfields sites assessed through Phase I ESAs • Total acres assessed through Phase I ESAs 	<p>Bi-monthly throughout grant</p> <p>Continuous</p> <p>TBD</p> <p>TBD</p>	
<p>Phase II preparation:</p> <ul style="list-style-type: none"> • Meet with Brownfield steering committee to review Phase I results and project direction • Obtain EPA approval to proceed with Phase II • Meet with consultant to Plan Phase II • Encourage consultant to maximize efficiencies and minimize negative impacts of site assessments by incorporating green and sustainable remediation (GSR) techniques that are applicable to Phase II assessment activities • Consultant submits EPA approved generic QAPP w/ updated organization chart 	<p>Outputs:</p> <ul style="list-style-type: none"> • Project planning meetings • Approved generic QAPP • Four to six sites approved for Phase II investigation <p>Outcomes:</p> <ul style="list-style-type: none"> • Two to four high priority sites identified for further investigation and potential redevelopment 	<p>Meetings bi-monthly</p> <p>Jan. 2016 – Final approved QAPP</p> <p>TBD</p> <p>TBD</p>	
<p>Phase II investigation:</p> <ul style="list-style-type: none"> • Consultant submits draft site-specific QAPP addendum to project team for review and comments • EPA/state approval is obtained and consultant submits final site-specific SAP addendum to team • Consultant performs field work according to plan • Grantee monitors site work and communicates any concerns with EPA/state 	<p>Outputs:</p> <ul style="list-style-type: none"> • One approved site-specific Sampling and Analysis Plan (SAP) • Phase II report(s) documenting the results • Updated ACRES database • Green and sustainable efforts reported in quarterly reporting <p>Outcomes:</p>	<p>April 2016</p> <ul style="list-style-type: none"> • TBD following Phase II ESAs • ACRES updates after project completion 	

Task 2 – Phase I and Phase II Assessments & QAPP Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<ul style="list-style-type: none"> • Grantee tracks green and sustainable site assessment efforts used during Phase II investigations • Consultant submits draft Phase II report to project team for review and comments • Consultant submits final Phase II report to project team • Project team & steering committee evaluate Phase II findings, and implement additional Phase II investigations as appropriate to delineate extent of contamination 	<ul style="list-style-type: none"> • Two to four high priority sites with complete Phase II assessments that are ready for cleanup and reuse planning • Total acres assessed through Phase II assessments • Greener and more sustainable site assessment techniques utilized 	<p>TBD</p> <p>TBD</p>	

TBD = To Be Determined

Task 3: Cooperative Agreement Oversight (*Programmatic Tasks*)

Task 3 - Cooperative Agreement Oversight Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<p>Obtain QEP and legal services:</p> <ul style="list-style-type: none"> • Prepare Request For Proposals/Qualifications, evaluate applications, conduct interviews, hire qualified environmental consultant • Conduct annual performance evaluations on consultant • Obtain legal services for title searches, regulation interpretations, etc. 	<p>Outputs:</p> <ul style="list-style-type: none"> • RFP/RFQ; documentation of meeting of open competition; contract for scope of services • Performance evaluation reports, and applicable corrective actions <p>Outcomes:</p> <ul style="list-style-type: none"> • High quality products and services to meet project needs • Maintain a high level of work effort 	<p>Dec. 2015</p> <p>Retain highly qualified consultant team</p>	
<p>Reporting:</p> <ul style="list-style-type: none"> • Prepare quarterly reports, MBE/WBE semi-annually, and FFR form at the end of the reporting period • Enter site data in ACRES • Prepare final report describing how each item in the workplan was addressed and grant closeout material 	<p>Outputs:</p> <ul style="list-style-type: none"> • Quarterly reports and other forms; updated ACRES database; final report and closeout forms <p>Outcomes:</p> <p>Regular communication of project status and next steps; current database for congressional reporting</p>	<p>Quarterly reports every quarter; MBE/WBE forms 3/30 & 9/30; ACRES updated when site activities occur</p>	
<p>Records:</p> <ul style="list-style-type: none"> • Maintain grant files • Maintain site project files • Maintain financial records • Establish and maintain an administrative record for project 	<p>Outputs:</p> <ul style="list-style-type: none"> • Accurate and complete files suitable for audit purposes <p>Outcomes:</p> <ul style="list-style-type: none"> • High quality project records reflective of the work performed 	<p>Continuously throughout grant period</p>	

Requests for Reimbursements or Advances	Outputs: <ul style="list-style-type: none"> Forms submitted to Las Vegas for payment Outcomes: <ul style="list-style-type: none"> Reduce unliquidated obligations 	Continuously throughout grant period; use invoice tracking spreadsheets and forms	
Training: <ul style="list-style-type: none"> Attend EPA Brownfields Conferences and other related workshops 	Outputs: <ul style="list-style-type: none"> Attend Brownfields conferences Outcomes: <ul style="list-style-type: none"> Improve Brownfields knowledge and expand networking opportunities 	Grantee will request reimbursement for costs for attending Sept. 2015 EPA BF Conference in Chicago, IL if grant award has been received from EPA.	

Task 4: ABCA Remediation Planning

Task 4 – ABCA Remedial Planning Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Cleanup & reuse planning: <ul style="list-style-type: none"> Throughout Phase II process, strategize with steering committee on reuse plans for the site Conduct marketing to leverage developer/lender interest in the property Meet with consultant to develop draft cleanup alternatives and remediation plans for the site Incorporate GSR principles/techniques into Analysis of Brownfields Cleanup Alternatives (ABCA) Perform public outreach and involvement in cleanup and reuse planning 	Outputs: <ul style="list-style-type: none"> Three or more internal cleanup and reuse planning meeting(s) Two to three draft cleanup alternatives plans Two draft remedial action plans We will include green and sustainability language in ABCA Updated ACRES database One public meeting on project results Potential for developer / lender workshop and transaction forum Outcomes: <ul style="list-style-type: none"> Six properties assessed through cleanup and reuse planning, and ready for cleanup and redevelopment Acres ready for cleanup & redevelopment Greener and more sustainable plans for cleanup 	Beginning in late 2016 and into 2017; TBD TBD	

Task 5: Community Outreach

Task 5 - Community Involvement Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<ul style="list-style-type: none"> Establish Brownfields steering committee Ensure that commitments made by stakeholders in proposal are implemented. 	<p>Outputs:</p> <ul style="list-style-type: none"> monthly meetings, meeting agendas, attendance lists and meeting notes <p>Outcomes:</p> <ul style="list-style-type: none"> An active and motivated workgroup driving Brownfields initiatives 	Hold bi-monthly project planning meetings with team	
<p>Develop Marketing Materials:</p> <ul style="list-style-type: none"> Create brochure(s) targeting private & public property owners, lenders and developers Create FAQ fact sheet Created and update project website Create community relations plan (CRP) to provide CBOs and public 	<p>Outputs:</p> <ul style="list-style-type: none"> Create color brochure(s); FAQ insert(s); and easy to navigate, social media and an attractive project website <p>Outcomes:</p> <ul style="list-style-type: none"> Up-to-date marketing tools to promote project work and disseminate information Create a CRP at project initiation Hold developer recruitment forum to “market/sell” redevelopment sites 	Jan.-May 2016 May 2016 Jan.-May 2016 May-Aug. 2016	
<p>Implement outreach strategy in target areas:</p> <ul style="list-style-type: none"> Meet w/ local stakeholders and/or attend local town select meetings in a series of Publish program info in local papers and post notices in town halls & community centers 	<p>Outputs:</p> <ul style="list-style-type: none"> Give BF presentations at three meetings, minimum several rounds of ads/postings in local target areas <p>Outcomes:</p> <ul style="list-style-type: none"> Improve community knowledge on BF issues and identify potential BF sites 	March-May 2016 March-May 2016 Continuous	
<p>Hold local public meeting on Phase II sites:</p> <ul style="list-style-type: none"> Discuss Phase II results, and potential cleanup and redevelopment plans 	<p>Outputs:</p> <ul style="list-style-type: none"> Hold at least three local public meetings, presentation materials, attendance list <p>Outcomes:</p> <ul style="list-style-type: none"> Encourage public participation and support of BF project(s) going forward Direct effort to meet needs and desires of community Develop a social plan and website to engage and inform stakeholders of process 	Est. March-July 2017	

TBD = To Be Determined

5. QUALITY ASSURANCE

Very soon after our environmental consultant is retained by the City of Northglenn, CO, if necessary, a pre-QAPP telephone conference will take place with the City contact person, our environmental consultant, and the EPA project manager. After the pre-QAPP meeting, a QAPP will be prepared by our consultant for review and consideration by the City. Upon approval, the QAPP will be forwarded to the EPA Region 8 offices for review and approval. We understand that prior to undertaking Phase II assessments, the City of Northglenn, CO will prepare and submit a Quality Assurance Project Plan (QAPP) which meets the approval of U.S. EPA Region 8 Brownfields Program. The QAPP will describe the project, the sampling and analytical strategies, and the methods and procedures that will be used in all Phase II assessments. QAPP approval will be obtained prior to performing any field activities. The Region VIII EPA crosswalk shall be submitted with each site-specific Sampling and Analyses Plan. QAPP approval will be obtained prior to performing any field activities.

6. PRE-AWARD COSTS

City of Northglenn, CO is not requesting approval of pre-award costs for this cooperative agreement.

7. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

Northglenn will comply with other requirements including but not limited to the following: Disadvantaged Business Enterprise (DBE) requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) and the Anti-Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER: RFP-2015-029
BID NAME: U.S. EPA Brownfield Community Wide Petroleum &
Hazardous Materials Assessment Grants
DEPARTMENT: Economic Development

	Ninyo & Moore	Ayres Associates	LT Environmental, Inc.	Matrix Environmental Services, LLC	Terracon Consultants, Inc.
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 11/24/15	DATE: 11/24/2015	DATE: 11/24/2015	DATE: 11/24/2015	DATE: 11/24/2015	DATE: 11/24/2015
TIME: 2:00 p.m. MST	TIME: 8:40 am	TIME: 8:48 am	TIME: 10:56 am	TIME: 10:56 am	TIME: 11:38 am

Betty Mohr
FINANCE DEPARTMENT

Cristina Melnick
CITY CLERK'S OFFICE

11/24/2015
DATE



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER: RFP-2015-029
 BID NAME: U.S. EPA Brownfield Community Wide Petroleum & Hazardous Materials Assessment Grants
 DEPARTMENT: Economic Development

	Weaver Consultants Group	AECOM	TRC Environmental Corporation	CTL Thompson, Inc.	Tetra Tech Inc.
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 11/24/15	DATE: 11/24/2015	DATE: 11/24/2015	DATE: 11/24/2015	DATE: 11/24/2015	DATE: 11/24/2015
TIME: 2:00 p.m. MST	TIME: 11:53am	TIME: 12:06pm	TIME: 12:25pm	TIME: 12:33pm	TIME: 12:34pm

Dee Nohr
 FINANCE DEPARTMENT

Crystal Messick
 CITY CLERK'S OFFICE

11/24/2015
 DATE

