

**PURCHASE OF SERVICE AGREEMENT
FOR BROWNFIELDS ASSESSMENTS (2015.520)**

THIS AGREEMENT ("Agreement") is made this 29th day of MARCH 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and RMC Consultants, Inc., located at 12295 West 48th Avenue, Wheat Ridge, Colorado 80033, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2015.520 Consulting Services for Brownfields Assessments and the Contractor's response to the RFP 2015.520 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of One Hundred Seventy-two Thousand, Five Hundred Twenty-six Dollars (\$172,526.00)

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In

the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with

this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Community Development
Contact: Joelle S. Greenland, AICP
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6851
E-mail: jgreenland@adcogov.org

Department: Adams County Purchasing
Contact: Anna Forristall, CPPB
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6297
E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6116

Contractor: RMC Consultants, Inc.
Contact: Richard B. Valdez
Address: 12295 West 48th Avenue
City, State, Zip: Wheat Ridge, Colorado 80033
Phone: 303-980-4101
E-mail: rvaldez@rmc-consultants.com

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

Steven J. O'Donoghue
Chairperson

3/29/16
Date

RMC Consultants, Inc.

[Signature]
Signature

03/24/2016
Date

RICHARD B. VALDEZ
Printed Name

PRESIDENT, RMC
Title

Attest:
Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

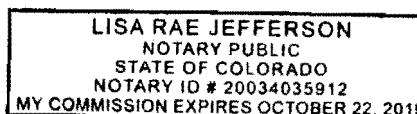
COUNTY OF Jefferson

STATE OF Colorado)SS.

Signed and sworn to before me this 24th day of March, 2016,

by Richard B. Valdez,

[Signature]
Notary Public



My commission expires on: October 22, 2019

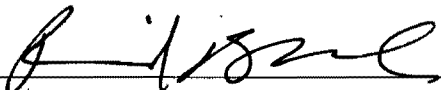
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

RMC Consultants, INC.
Company Name

03/24/2016
Date


Signature

RICHARD B VALDEZ
Name (Print or Type)

PRESIDENT, RMC
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2015.520

Addendum #2
Consulting Services for Brownfields Assessments

MANDATORY PRE-PROPOSAL CONFERENCE:

December 4, 2015 at 1:00 pm

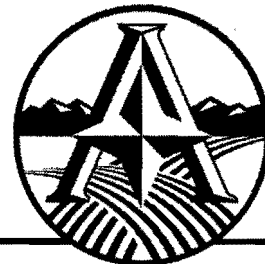
Located at 4430 S. Adams County Parkway, Brighton, CO 80601-8212

Written questions regarding this RFP will be accepted through
December 9, 2015

An Addendum to answer vendor submitted questions
will be issued no later than
December 22, 2015

The New Proposal Opening Due Date: January 8, 2016
Time: 2:00 p.m.

Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601



ADAMS COUNTY

COLORADO

ADDENDUM #2

The purpose of this addendum is to extend the due date for RFP 2015.520 Consulting Services for Brownfields Assessments.

THE NEW OPENING DUE DATE IS FRIDAY, JANUARY 8, 2016 at 2:00 p.m. at the Adams County Government Center, 4430 South Adams County Parkway, 4th Floor, C4000A, Brighton, Colorado 80601.

Only the names of the proposal respondents will be read aloud at that time.

Please incorporate this information into your Request For Proposal response.

End of Addendum #2

ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2015.520

Addendum #1
Consulting Services for Brownfields Assessments

MANDATORY PRE-PROPOSAL CONFERENCE:

December 4, 2015 at 1:00 pm

Located at 4430 S. Adams County Parkway, Brighton, CO 80601-8212

Written questions regarding this RFP will be accepted through
December 9, 2015

An Addendum to answer submitted questions will be issued no later than
December 11, 2015

The New Proposal Opening Due Date: January 5, 2016

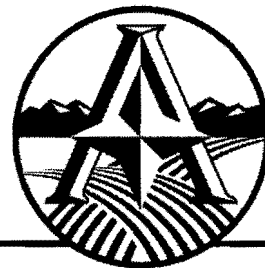
Time: 2:00 p.m.

Location: Adams County Government Center

4430 South Adams County Parkway

4th Floor, C4000A

Brighton, CO 80601



ADAMS COUNTY

COLORADO

ADDENDUM #1

The purpose of this addendum is to provide answers to vendor submitted questions and to change the proposal due date for RFP 2015.520 CONSULTING SERVICES FOR BROWNFIELDS ASSESSMENTS:

- 1) Is there a proposal outline and page limit? If so, please provide outline and page limit.
 - A) There is not a proposal outline; however, the County asks that the forms supplied in the solicitation are used to satisfy the proposal requirements. There is no page limit for the proposal.
- 2) In meeting the goals for Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE), how should bidders demonstrate they will meet the goals for each category (MBE and WBE)?
 - A) Please review the requirements of the grant and explain how your company will ensure that the EPA's requirements will be met.
Our cooperative agreement with the EPA states the following:

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
 - (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.
- 3) Will a bidder's proposal be discounted if they cannot provide details demonstrating they will meet the Small Business utilization goals of 6.1% and 6.6% for MBE and WBE, respectively?

- A) No, a proposal will not be rejected if it does not give in-depth details about how the firm will meet the Small Business utilization goals. See #33 and attachment #6 for more information.
- 4) Is the County aware of any previous investigations or Phase I ESAs conducted in the Target Area? If there are such documents, will these be available to the selected consultant?
- A) No, we are not aware of any completed ESAs in the Target Area and we have none in our possession.
- 5) How many priority properties, if any, have been identified within the Target Area?
- A) No specific properties have been formally identified as priorities at this time. The county's comprehensive plan documents indicate the county's future land use vision for each property.
- 6) Is the County aware of any available information regarding any pending redevelopment plans in the Target Area? Are there any developers currently working with Adams County in the Target Area?
- A) The county is working with many developers regularly who are interested in properties in the Target Area. However, there are no pending development applications at this time. The property at 6001 Federal Blvd. is immediately adjacent to the Target Area and it has a preliminary plat and preliminary development plan approval for a mixed-use residential / commercial project with approximately 1,100 residential units and 250,000 sq ft of commercial space.

The county is currently in the middle of a construction project to re-align and reconstruct 60th Ave. within the Target Area.

- 7) Will County assistance be provided from non-grant funds for additional work such as more extensive Phase II ESA sampling and/or the need for more complex draft remediation plan?
- A) We do not have plans at this time to provide additional funding for sampling or remediation planning. This could be evaluated after the grant funds have been exhausted, but it is not in our plans currently.
- 8) Please identify the party who prepared the EPA grant application. If a consultant prepared the EPA grant application, will they be allowed to bid on this RFP?
- A) The grant application was prepared by Adams County staff, not by a consultant.
- 9) Please clarify the number of meetings/calls the consultant will be required to participate in with the EPA and other involved agencies.
- A) We cannot identify a specific number of meetings the consultant would have to participate in at this time. This would occur on an as needed basis.
- 10) Please confirm that the County plans to award this contract on a fixed-price basis?
- A) The Contract for the Successful Consultant will be based on the costs provided in the proposal documents. The County understands that there are many unforeseen circumstances related to the Target Area and can adjust fees when warranted.

- 11) Please confirm that other than the pricing required under the Contractor's Statement, no other pricing is required, assuming that the successful bidder will be awarded the available grant funding of \$192,000. If a proposed overall price is required, please provide instructions on the format and level of detail required for pricing.
 - A) This is correct that no other pricing is required.
- 12) For the pricing under Contractor's Statement, please clarify "Phase II Full-Scale Public Participation (FSPP)". Is this the Citizen Participation Plan discussed in Task 2; or some other deliverable?
 - A) This term indicates the preparation and execution of the citizen participation plan. Please see the New Proposal Form (attachment #3) for providing pricing for the proposal submittal.
- 13) For the pricing under Contractor's Statement, please clarify the scope of "Community Meetings" related to the specific responsibilities of both the consultant and the County in implementing related portions the Citizen Participation Plan.
 - A) The scope of the consultant's role at the meetings is attendance, preparation of presentation materials (PowerPoint and meeting boards), and participation in the presentation and question/answer portion of the meeting. The county will secure meeting space, use other portions of the grant fund to pay for the meeting room rental, and will attend and participate in the presentation and question/answer session as well.
- 14) Task 2. Please clarify Adams County's and the consultant's roles in developing the Citizen Participation Plan.
 - A) It is expected that this will be developed with extensive input and assistance provided by county staff. The consultant will provide guidance and advice based on experience with similar projects, and will help the county staff ensure that the plan's substance and format is in a form acceptable to the EPA.
- 15) Task 2. Confirm that the marketing materials to be prepared under Task 2 are focused on providing information to the public related to the Brownfields Assessment efforts and results. If the City County intends that the focus of the marketing materials is different, please clarify the purpose of the materials.
 - A) The primary purpose of the marketing materials is to generate interest among property owners, potential purchasers, and developers that we hope will apply for assessment funding for properties within the target area.
- 16) Task 2. Please clarify the consultant's role in planning and setting up the three community meetings. Is the consultant responsible for preparing and submitting to local media the news releases, as well as all presentation materials for the three community meetings?
 - A) The county will be responsible for preparing and submitting new releases through our Office of Public Information. The consultant will be responsible for preparing presentation materials and for attending the community meetings. The format and structure of the presentations will be determined at a later date, but it is expected that the consultant will have some presentation role at each meeting.

17) Task 2. How does Adams County plan to provide information via website? Please clarify the consultant's role in website development and updates.

A) The county can host a page on our web site related to the brownfields assessment program. The consultant's role will be to help develop content for the web site including but not limited to the marketing materials, elements of the community outreach efforts, and presentation materials that are used in community meetings related to the grant. The county staff will take the lead on the web site and will provide regular updates.

18) Task 3. Please clarify how many property owners we should assume to contact related to the target Brownfields sites as indicated under Task 2 item 3. How do these relate to the 20 property owners referenced in the pricing breakdown under Contractor's Statement?

A) We expect that written outreach will occur to all property owners within the target area. This most likely will take the form of one or more letters or postcards to provide information about the assessment program. The assumption is that approximately 20 property owners will apply for and receive approval for funding for an assessment of their property, which is why this number of property owners is identified within the RFP.

19) Tasks 3 and 4. Will the County or the consultant be responsible for negotiating and obtaining access for the identified Phase I and Phase II ESA properties?

A) We expect that through the outreach efforts of the grant, property owners will voluntarily provide access permission. The county will assist with identifying interested property owners. However, it will be the consultant's responsibility to secure the formal authorization from the property owners within the appropriate EPA forms.

20) Task 4. Please clarify the level of detail and requirements for site investigations outside of the scope and requirements of a Phase II ESA included under Task 4.

A) This question is unclear to us. Please review the RFP again for further detail on the tasks associated with Task 4. If you feel an alternative approach is more appropriate within this task other than what is described within the RFP, please explain this within your proposal.

21) Task 3. As related to the Phase I ESAs, please identify the intended User of these ESAs (e.g., Adams County), as defined by Section 3.2.98 of ASTM Standard E1527-13?

A) We intend that the user will generally be a potential purchaser, a potential tenant, an owner, or a lender related to a development proposal. The county will also use completed ESA to supplement the brownfields inventory and to consider as redevelopment planning continues for the Target Area.

22) Please confirm that there is not a page limitation for submittals.

A) Please see #1.

23) The approved EPA budget is \$192,000. Typically, EPA establishes one-half of the budget for petroleum related sites and one-half for hazardous materials sites. Can you confirm whether the total budget has been established for just one or both of these categories?

A) The entire grant is designated for hazardous materials sites.

24) Costs and “estimated hours” for Phase II Assessments, depending on site specific conditions, can be highly variable. Would the County consider deleting the “estimated hours” portion for costs because of the high variability involving Phase II Assessments? As an alternative, would the County consider providing a few assumptions (e.g. number of borings/wells and depths, analytical parameters and number of samples, media to be sampled, etc.) so bidders can be evaluated on a consistent basis?

A) Please see attachment #3 to this Addendum #1. Attachment 3 is a New Proposal Form.

25) In section 6.16.1, bonding is referenced. Please confirm that bonding is not required as part of the submittal on contracting requirements.

A) This section of the solicitation is part of a template that is utilized for all kinds of purchases. Bonds are not required for this proposal.

26) What is the anticipated timing for completion of the Inventory? Also, in addition to prioritization for contamination, will there be any weight given to access and the results of the community meetings?

A) We estimate a completion date for the inventory approximately six months after the contract is awarded. However, if you feel an alternative timeline is appropriate, please explain within your proposal. Yes, we expect the criteria for prioritization will include many factors, including community input, willingness of property owners to participate, potential for redevelopment, etc.

27) In Section 13.5, adherence to the Davis-Bacon Act is mentioned. Will any Davis-Bacon Act reporting be required?

A) Davis Bacon generally will not apply to the type of work conducted under an assessment grant. It would only apply with a rare situation if construction work is necessary to conduct sampling, such as the excavation of a structure to obtain access for sampling. If under unusual circumstances it does apply, records must be maintained. Reporting is not necessary, but documentation on interviews and payrolls must be produced if there is an audit.

28) Is a separate Sampling and Analysis Plan (SAP) required or is this expected to be an addenda to the QAPP?

A) We defer to the EPA requirements on this question and will help work with our EPA project manager to determine their preferences at the appropriate time. The county does not have a preference.

29) 6.6-Can the pdfs of brochures and other supportive documents be included on the CD or Thumb Drive rather than providing paper copies?

A) No, because the file that's on the CD or Thumb Drive should be a complete copy of what is submitted in hard copy form. The Evaluation Committee does not have access to the CD/Thumb Drive file.

30) 13.1-Are copies of the Clear Creek Valley TOD and Image Adams County available?

A) Yes, all adopted comprehensive plan documents are all available on the County's web site. See this page:

<http://www.adcogov.org/index.aspx?nid=1410>

31) 13.1- Did the County receive a Hazardous Substance or Petroleum grant?

A) It is for hazardous materials only.

32) 13.1 & 13.3- The Cooperative Agreement Work Plan typically contains the grant application. Will a copy of the grant application be provided?

A) It has been provided. Please see the attachments to this Addendum #1.

33) 13.5- In this section, the RFP mentions USEPA's Program for Utilization of Small (SBE), Minority (MBE), and Women's (WBE) Business Enterprises; however, Fair Share goals are listed for only MBE and WBE of 6.1% and 6.6% respectively. Is there a Fair Share goal for SBE? All three Enterprises are listed in the Six Affirmative Steps. Furthermore, in Exhibit 1, Administrative Conditions, #3 – Utilization of Small, Minority and Women's Business Enterprises, General Compliance, 40 CFR, Part 33; sub-section titled "Accepting the Fair Share Objectives/Goals of Another Recipient", implies the MBE/WBE fair share goals are for financial assistance of \$250,000 or more per fiscal year. This grant is for \$200,000. Please clarify.

A) The reporting requirements for DBEs are for any grant \$150,000 and above. Please see the information below regarding DBE non-reporting conditions for more information:

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subwards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award does not meet the conditions above and is not subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if during the performance of the award the total of all funds expended for direct procurement by the recipient and procurement under subwards or loans in the "Other" category exceeds \$150,000, annual reports will be required and you are required to notify your grant specialist for additional instructions.

The recipient also agrees to request prior approval from EPA for procurements that may activate DBE Program reporting requirements.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

- 34) 13.5- MBE/WBE percentages are federal guidelines. Will extra points be awarded to firms that meet these guidelines by including MBE/WBEs on their team or is it sufficient to state that MBE/WBEs will be considered when selecting subcontractors/vendors such as drillers, laboratories, equipment rentals and supplies?
A) DBEs are considered goals and there are no consequences/penalties if you do not use them. It is sufficient to state that MBE/WBEs will be considered as there are no consequences or penalties associated with fair share reporting.
- 35) Proposal form- Please explain what is meant by Phase II Full-Scale Public Participation? Is this a plan, meeting, or something else?
A) Please see the response to question #12.
- 36) General- Should the "original" copy contain cost estimates and the "copies not, or put costs estimates in in both the original and copies?
A) Cost estimates should be included in both the original as well as the copies of the proposal submittal.
- 37) If one subcontractor is both a MBE and a WBE, does this one enterprise count for 12.7% or does the Consultant only count one or the other of the percentages attributed to each designation?
A) Unfortunately the Consultant counts for one DBE. As a reminder, Adams County has accepted the **Colorado Department of Public Health and Environment** fair share objectives/goals that they negotiated with the EPA.
They are as follows:
MBE: CONSTRUCTION 6.1%; SUPPLIES 6.1%; SERVICES 6.1%; EQUIPMENT 6.1%
WBE: CONSTRUCTION 6.6%; SUPPLIES 6.6%; SERVICES 6.6%; EQUIPMENT 6.6%
- 38) Does Eminent Domain have any bearing on either the Consultant that is awarded or Adams County for this project?
A) No. The potential for the use of Eminent Domain will not have a bearing on the assessment grant work.

Please incorporate this information into your Request For Proposal response.

The proposal opening due date and time has changed.

THE NEW PROPOSAL OPENING DUE DATE IS JANUARY 5, 2016 at 2:00 pm at the Adams County Government Center, 4430 South Adams County Parkway, 4th Floor, C4000A, Brighton, Colorado 80601.

End of Addendum #1

SIGN-IN SHEET

NAME / Phone #	ORGANIZATION / e-mail
Shelby Soulia	SJR Environmental ssoulia@sjrenvironmental.com
Matt Wardlow / 3.825.0777	mwardlow@ct1thompson.com ^{CTL}
Todd Knause / 303-925-8282	Knausetodd@stanleygroup.com
Lise Bisson / 303-629-6000	LBISSON@NINYOANDMOORE.COM
Rachel Miller / 720-771-3452	rachel.miller@tetrattech.com
Matt Ashby / 307.634.9888	MASHBY ASHBYM@APEX ASSOCIATES.COM
Mark Bell / 303-729-6153	mark.bell@westonsolutions.com
David Gray / 303.980.4401	dgray@rmc-consultants.com
Andrew Ricker / 303-551-7975	Smith Environmental + Engineering andrewricker@sm.thedesigners.com
Drew Leonard / 720-529-0132	Weaver Consultants Group dleonard@wcgrp.com
Heather Otterstetter / 720-939-5627	hatterstetter@apexcos.com
Steve Long 303-424-5578	PSI Steve.Long@PSIUSA.com
Susan Borden / 303-350-	LTE sborden@tenv.com
Kelsey Baertschi 303-919-8514	BYNA Kelsey.baertschi@us.bureauveritas.com
PATRICK J. BURKE 303 881 7978	BUREAU VERITAS patrick.burke@us.bureauveritas.com
JAMIE CARSON 303-763-9639	HERRON ENV. LAB, INC. LESLIE.HERRON@concent.net
Mark Golsman 303-297-5720	Kleinfelder, Inc. / mgolsman@kleinfelder.com
Jeffrey Wong 303-395-4013	jwwong@trcsolutions.com

SIGN-IN SHEET

[illegible]



**NEW PROPOSAL FORM – from Addendum #1
2015.520 CONSULTING SERVICES FOR BROWNFIELDS ASSESSMENTS**

CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

THIS FORM IS FOR PRICE COMPARISON PURPOSES ONLY
(It is a sample of estimated quantities)

- 1) Citizen Participation Plan and Community Outreach: 1 at \$ _____
- 2) Brownfields Inventory: 1 at \$ _____
- 3) Phase I ESAs: Estimated quantity _____ x \$ _____ = \$ _____
- 4) Phase II ESAs: Estimated quantity _____ x \$ _____ = \$ _____
- 5) Remedial Planning: 1 at \$ _____

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:
Addendum # _____ Addendum # _____ Addendum # _____ If None, Please write NONE.

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____
Email Address	_____

V.B.1 Community Need

V.B.1.a.i Over the past 100 years, a cluster of unincorporated territory in the southwest section of Adams County has transitioned from a verdant farmland to a dumping ground for the rapidly growing Metro-Denver area. Just beyond the boundary of northwest Denver is Clear Creek Valley, named after the stream that flows from the Colorado Rockies into the Platte River. The Target Area, the subject of this proposal, is a two-mile corridor of Clear Creek Valley that is bordered by Huron St. to the east, and the banks of Clear Creek to the north and west. The southern boundary of the Target Area generally follows 56th Avenue. Interstate 76 cuts through the Target Area, with properties on both the north and south side of this corridor.

The Target Area was once dotted with family farms which grew crops that were trucked to sell at nearby markets in Denver. In the past century, however, the landscape deteriorated rapidly as rich gravel deposits in the floodplain were mined and then backfilled with the metro area's accumulated solid waste, and a network of highways, rail lines, and freight yards crisscrossed the corridor.

The transition from a pristine creek valley to an industrial dumping ground has left the Target Area with an immense challenge to overcome. Both real and perceived environmental contamination severely limit the potential of Clear Creek Valley to transform into a vibrant neighborhood with economic vitality, natural amenities, and robust transportation choices. Adams County is seeking an EPA community wide assessment grant to create a program to directly address this challenge. The objective of the Clear Creek Valley Assessment Program (CCVAP) described in this application is to build the knowledge base of environmental challenges to support the transformation of this area. This will be accomplished by creating a brownfields inventory and conducting environmental assessments of many of the properties in the Target Area.

In its 2001 report, the United States Geological Survey (USGS) characterized Clear Creek Valley as lacking integration, linkage, and any structural pattern that creates order or establishes a rhythm. "Some of the land mined in the 1950s became an unlined sanitary landfill ... and the site contains active gravel-pit operations, industrial areas (including container storage, aggregate processing plants, fenced off lots, and office space), ruderal habitats, which are the plant communities that border railroad lines, highways, construction sites, and dumps." Green space is limited to the northern boundary of the Target Area where a regional recreational trail follows that path of Clear Creek.

The legacy of heavy industrial practices and environmental neglect has left a huge scar of blighted properties throughout the Target Area, which continues to be subject of divestment and population loss. The Target Area's befouled past places environmental constraints on the area's ability to transform within one of the fastest growing metropolitan areas in the country, Denver, Colorado¹. Without addressing the existing blight, the Target Area will be left behind.

¹ Harden, Mark, "Where Denver ranks among the fastest growing cities"
<http://www.bizjournals.com/denver/news/2014/02/17/where-denver-ranks-among.html>

That said, the construction of the Regional Transportation District (RTD) Gold Line commuter rail through Clear Creek Valley and the presence of two RTD commuter rail stations at Federal Boulevard and Pecos Street provides the Target Area with greatest opportunity to transform itself. Starting in 2016, the stations will provide expanded transportation options for outlying cities to and from Denver's Union Station. These stations will ultimately change the character and future of Clear Creek Valley.

The Target Area has one relatively small residential neighborhood known as Guardian Angels that is made up of 1,400 homes and is abutted by Berkeley and Goat Hill neighborhoods. All of these unincorporated neighborhoods have high unemployment rates (13-17%), are predominately minority based (57% non-white) and low income (nearly 18% fall below the federal poverty line). Many of the residents have been actively involved with individual neighborhood plans including, the Federal Boulevard Framework Plan² and the Clear Creek Transit Oriented Development (TOD) Plan,³ each of which promise to improve the area's quality of life and economic viability. Target Area residents and property owners impacted by blight at their doorsteps continue to work together with non-profits and other stakeholders in order to capitalize on the construction of the RTD commuter rail stations and jumpstart nearby redevelopment.

The non-profit stakeholders interested in playing a key role in the implementation of this EPA community wide assessment grant includes Tri-County Health Department and Clear Creek Watershed Foundation, both of which have missions to create and sustain a healthy environment within Adams County. Tri-County Health Department has assisted Adams County by providing valuable environmental health data and has completed numerous health impact assessments for the Federal Boulevard Framework plan that includes the CCVAP. The Clear Creek Watershed Foundation brings extensive experience in environmental cleanup efforts along the watershed west of Denver and interested in increasing its involvement.

Additional non-profits partnering in the CCVAP include Adams County Economic Development (ACED) and North Metro Chamber of Commerce, two organizations that are instrumental in business development and retention efforts for the more than 9,000 businesses within Adams County. Local developers, such as Pomponio Terrace, LLC, have been instrumental partners in the implementation of the adopted community plans for this area, and bring a depth of real estate and economic development experience to the assessment program.

V.B.1.a.ii

Demographics ⁴	Target Area	Berkeley	Goat Hill	County	State	National
Population	4,486	3200	4103	442,996	5,042,853	308,745,538
Unemployment	15.2%	13.9%	13.9%	6.8%	12.9%	6.7%
Poverty Rate	17%	17.9%	17.9%	14.2%	12.9%	11.8%
Percent Minority	58%	57%	57%	46%	37%	26.7%
Median Household Income	\$49,831	\$32,866	\$39,306	\$56,663	\$58,244	\$51,371

² Adams County Federal Framework Plan <http://www.co.adams.co.us/index.aspx?NID=1281>

³ Adams County Transit Oriented Development Plan <http://www.co.adams.co.us/index.aspx?NID=507>

⁴ Data from American Community Survey at <http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml>

V.B.1.a.iii Throughout the Target Area, there are large swaths of blighted abandoned or underutilized properties that have impacted the Berkeley, Guardian Angel and Goat Hill neighborhoods, and are the legacy of decades of use for aggregate mining and industrial activity or as former landfills. Because of these historical uses, the land is perceived as contaminated, which has served as a deterrent to development. There have been few site investigations performed to date as many of the industrial operations were in place prior to the state's environmental regulations and any related environmental discharges or disposal practices went unrecorded. In addition to being an unregulated or poorly regulated hazardous waste disposal sites, the Target Area has been subject to illegal and/or unreported dumping, the result of unscrupulous or illegal business practices.⁵

According to a Tri-County Health Department (TCHD) study from the 1980s, there are 22 formally recognized landfills⁶ in the project area, a number that does not include the illegal dumps described in local lore⁷. Since the landfills produce methane gas from the biodegradation of organic matter, Adams County created a "flammable gas overlay" for parcels within and adjacent to the closed sites. This designation presents a further encumbrance to the affected properties as the future redevelopment of these parcels will require additional environmental mitigation measures which will increase the already high development costs of brownfields sites.

The CCVAP will provide residents and other stakeholders with valuable data that accurately characterizes the negative environmental impacts associated with the Target Area brownfields through environmental assessments. It will also jumpstart development by providing data on the known and perceived contamination of parcels throughout the Target Area thus facilitating their redevelopment.

V.B.1.a.iv The population of the CCVAP Target Area can be defined as an Environmental Justice Community. Its population is subject to the impacts of nearby heavy industrial practices that include 17 industrial operators reporting air emissions (AFS), 10 hazardous waste producers reporting RCRA information, 8 water dischargers and one toxic release site all reporting to the EPA.⁸ The Target Area is also within ½ mile of the Broderick Wood Product superfund site and two miles from the coal operated Xcel Energy Cherokee power plant.

In addition, the Clear Creek Valley is within two miles of Interstates 76 (east-west corridor) and Interstate 25 (north-south corridor), which provide both commercial and industrial enterprise with easy highway access and connects the Denver metro transportation network. According to the Colorado Department of Transportation, the section of Interstate 76 near the Target Area had an annual average daily traffic of 68,000-75,000 vehicles in 2013.⁹ Interstate 25 saw 214,000

⁵ Robles, Ysencia, "Quality Paving Scandal Sentencing Delayed" http://www.denverpost.com/ci_20908842/quality-paving-scandal-adams-county-officials-sentencingdelayed

⁶ Tri-County Health Department, Historic Landfills, <http://www.tchd.org/284/Landfills-Solid-Waste>

⁷ Fletcher, Harrison, "Dump and Grind", <http://www.westword.com/2000-08-10/news/dump-and-grind/>

⁸ Data from USEPA EJView map at

<http://epamap14.epa.gov/ejmap/ejmap.aspx?wherestr=5801%20pecos%20st%2C%20denver>

⁹ Data from Colorado Department of Transportation website,

<http://dtdapps.coloradodot.info/otis/TrafficData#ui/1/1/0/criteria/025A/0/298.879/false/false/>

vehicles within the same year.¹⁰ These traffic figures are projected to increase as population continues to grow within the Denver Metro Area adding to existing air quality issues¹¹. The Target Area is also adjacent to multiple railroad lines that are utilized by both Union Pacific and Rio Grande Western rail road companies.

V.B.1.b According to Colorado Department of Public Health and Environment (CDPHE) data, in 2012 Adams County (the smallest subset available) had a 10.4% rate of Asthma per 10,000 people, which was the fourth highest in the state. Within the same year, it had 497 asthma-related hospitalizations which was the third highest in Colorado.¹² The CDPHE data also reports that Adams County has the third highest rate of low birth weights over a 13-year period when compared to other Denver Metro Area counties and shows a higher rate of birth defects (735.6 per 10,000 live births) as compared to the state as a whole with 630.5 per life births. The CDPHE data also shows that Adams County residents across ethnic lines are 5% more apt to describe their general health as “fair to poor” when compared with the rest of the state.¹³

Contaminants such as arsenic, methane and solvents; building materials such as asbestos; and emissions from trucking and highway traffic are known to be present within the Target Area and pose numerous health threats. Long term exposure to those contaminants can have the following health effects:

Contaminant	Health Effects
Arsenic	skin changes, cancer of the bladder, lungs, liver or skin, reduced nerve function and problems with the circulatory system ¹⁴
Methane gas	respiratory illnesses and potential asphyxiation hazards ¹⁵
Solvents	toxicity to the nervous system, reproductive damage, liver and kidney damage, respiratory impairment, cancer, and dermatitis ¹⁶
Asbestos	Cancer of the lung and other diseases such as mesothelioma of the pleura which is a fatal malignant tumor of the membrane lining the cavity of the lung or stomach. ¹⁷

This is not an exhaustive list of present contaminants due to the limited records; the assessments performed through CCVAP will increase the base of knowledge and provide a clearer picture of the contamination within the Target Area. The limited health data available for the census tracts within the Target Area underscores the need for additional environmental analysis to fully

¹⁰ Data from Colorado Department of Transportation website,

<http://dtdapps.coloradodot.info/otis/TrafficData#ui/1/1/0/criteria/025A/0/298.879/false/false/>

¹¹ Pankratz, Howard, “Bad Air puts Denver near top of list for exposure to man made risks”

http://www.denverpost.com/business/ci_26591818/bad-air-puts-denver-near-top-list-exposure

¹² Colorado Environmental Public Health, <http://www.coepht.dphe.state.co.us/Health/Asthma.aspx>

¹³ Colorado Department of Public Health and Environment website,

<http://www.chd.dphe.state.co.us/HealthIndicators/indicators.aspx?dID=7&sdID=38&cID=1&rID=14>

¹⁴ Colorado Department of Health and Environment website,

<http://www.coepht.dphe.state.co.us/Environment/drinkingWater.aspx>

¹⁵ Agency for Toxic Substances and Disease Registry <http://www.atsdr.cdc.gov/HAC/landfill/html/ch3.html>

¹⁶ Occupational Safety and Health Administration website <https://www.osha.gov/SLTC/solvents/>

¹⁷ Occupational Safety and Health Administration website <https://www.osha.gov/SLTC/asbestos/>

understand the extent of the contamination and how to best mitigate its effects on the residents' health.

V.B.1.c Financial Need

V.B.1.c.i The Target Area is made up of Berkeley, Guardian Angels and Goat Hill unincorporated neighborhoods that rely on the county for services and road infrastructure. These neighborhoods are economically depressed; 18% of residents live in poverty and 15% are unemployed. The majority of the housing within the Target Area is rental based with less than 47% owner occupied¹⁸. Residents within the Target Area are committing up to 46% of their annual income on rent and are classified as highly rent burdened¹⁹. Residents, therefore, have neither the financial capacity nor the incentive to contribute to their landlords' property improvements.

Between 2009 and 2013, Adams County saw 3,756 foreclosures, which resulted in an overall decline of property tax revenues of \$2.5 million between 2010 and 2012²⁰. This precipitous decline in revenues impacted Adams County's financial ability to address both environmental projects and infrastructure needs. As the economy recovers, the County still continues to use financial discretion regarding the use of capital improvement funds to address high priority infrastructure projects. This also limits its ability to engage and implement planning efforts and brownfields revitalization programs. The County is leveraging its commitment of staff time and resources to obtain private and public sector funding to assess and redevelop brownfield sites in the CCVAP Target Area.

V.B.1.c.ii The CCVAP Target suffers from blight, crime and divestment. Half of the 30 properties within a ¼ mile of the RTD commuter rail stations are classified as vacant²¹. The Target Area's water and sewer utility infrastructure, which is provided by multiple water and sanitation districts, is an incomplete network throughout the Clear Creek Valley.²² Poor utility infrastructure, high crime, and disinvestment contributed to stagnant property values within the Target Area over the last five years.

The costs and liabilities associated with brownfields redevelopment projects are beyond the scope of the County's budget and deter developer interest. This, in turn, results in lost opportunity for the County to realize economic development near its commuter rail stations, as well as lost job and housing opportunities for residents of the Berkeley, Guardian Angels and Goat Hill neighborhoods.

V.B.2 Project Description and Feasibility of Success

V.B.2.a.i The CCVAP will utilize third-party consultants to conduct voluntary Phase 1 and Phase 2 environmental assessments for properties in close proximity to the two RTD commuter

¹⁸ Home Ownership Map, Denver Regional Equity Atlas, , <http://www.denverregionalequityatlas.org/>

¹⁹ Rent Burden Map, Denver Regional Equity Atlas, <http://www.denverregionalequityatlas.org/>

²⁰ Adams County Comprehensive Financial Reports 2009-2013 <http://adcogov.org/index.aspx?NID=370>

²¹ Adams County Assessor's Office records, <http://co-adamscounty.civicplus.com/index.aspx?nid=93>

²² Federal Boulevard Framework Plan, <http://www.co.adams.co.us/index.aspx?nid=1281>

rail stations. These assessments will clarify and quantify the extent of the contamination in the area.

The initial step of the CCVAP is to formulate a Steering Committee that will provide objective advice and recommendations to the County throughout the life of the program. The Steering Committee will be governed by by-laws that will set forth the structure of the Committee, the roles of the Committee members, and procedures to govern the Committee. Such by-laws will ensure the objectivity and fairness in selecting how funds are used. Paralleling those efforts, the County will reach out to its stakeholders to encourage participation in the Steering Committee. The County envisions that the Committee will be made up of representatives from various industry sectors including public health, environmental science, real estate, economic development, and government. Members of the Committee will provide valuable industry perspective and technical expertise needed to develop a comprehensive understanding of the assessment work associated with the CCVAP.

The Committee will meet on a regular basis and will be tasked with responsibilities including the following: providing input for contractor selection, providing input on competitive applications from property owners, and reviewing outcomes. Within the County's competitive procurement process to secure a consultant, the Committee will review both the County's request for qualifications to create a short list of Quality Environmental Professionals (QEPs) and provide their recommendations based on the proposals received. After the consultants are selected, County staff will provide a robust public engagement process to encourage participation within the Target Area. The County will stagger the two cycles of applications over a two-year period to allow ample time to conduct assessments and data collection.

All applications for community assessment funds will first be reviewed by the Adams County Brownfields Coordinator, who will also obtain input from various other staff members in the Planning & Development, Parks, Transportation, and Neighborhood Services Departments. The staff recommendation will be presented to the Committee. The Steering Committee will utilize established selection criteria to use in review of applications for funding. The criteria may include items such as: proximity to the commuter rail stations, imminent risk to human or environmental health, redevelopment potential and job creation, and alignment with adopted comprehensive plans. The final criteria will be adopted by the Steering Committee.

The result will be the development of a comprehensive report detailing activities, outcomes, and development strategies for assessed sites and their intended uses. The report will serve as a redevelopment strategy for the Target Area.

V.B.2.a.ii Within 60 days of Notice of Funding, Adams County staff will initiate pre-programming components including the appointment of the Steering Committee. Key program activities will be executed over the next three years in the following manner:

Program Activity	Time Period	Activities	Completion Time
Contractor Procurement	Fall 2015	Competitive bid process for contractors to conduct environmental assessments	2 months
Site Selection	Late 2015 & Fall 2016	Competitive application process (done a voluntary basis)	2 months for each cycle of funding
Phase 1 Assessments	Early 2016 – Mid 2016	Record searches, visual, property owner interviews, recognized environmental conditions reports	6 months
Phase 2 Assessments	Spring 2016-Spring 2017	Subsurface and groundwater testing	6 months- 12 months (Depending on complexity)
Preliminary Remedial Planning	Summer 2017- End of 2017	Remediation strategies for Phase 2 assessments	6 months
Final Report	Early 2018	Memorialize assessment findings, remedial plans and development strategies for assessed sites	6 months

V.B.2.a.iii Participation in the CCVAP will be on a voluntary basis and will require property owner consent. The property owners within the Target Area that are interested in participating will be selected through a competitive application process. Criteria for application review will be established by the Steering Committee and will likely include criteria such as proximity to one of the RTD commuter rail stations, potential for timely redevelopment, and compatibility with adopted comprehensive and neighborhood plans.

V.B.2.b Task Description and Budget Table

V.B.2.b.i

Task 1: Program Management and Training Support: This task includes grant set up, documentation of guiding procedures and principals, establishing committees, ACRES reporting, media distribution, education, and training. Program management will be provided by Adams County staff. Adams County and its consultants will need to call, meet, and correspond with US EPA staff to manage the grant's cooperative agreement.

Costs: It is anticipated that the County will provide approximately \$3,375 (75 hours X \$45/hr) in in-kind programmatic support to manage the grant program throughout the cooperative agreement cycle. A total of \$3,000 has been included in the budget for travel expenses to travel to regional and national meetings for periodic training and program management assistance. **Outputs:** This task will ensure accurate, timely reporting of all relevant grant activities and compliance with all required program management guidelines.

Task 2: Community Involvement: The assessment program will build off of previous county planning efforts that have engaged Target Area stakeholders in land use planning around the planned commuter rail stations. Tasks include the identification of key constituents; development of an outreach plan; development of a communications plan; translation services; outreach and communication, all that will lead to active and robust participation in the assessment process.

Costs: The contract for technical services is estimated to cost \$5,000 and will support community outreach and technical input throughout the program. **Outputs:** The community input will lead to the formulation of the steering committee and consensus decisions regarding the competitive application process for both Phase 1 and Phase 2 voluntary environmental assessments that will be conducted by a contracted consultant.

Task 3: Brownfields Inventory: The County will use the funds allocated in this task to create a brownfields inventory. A public meeting will be held in the first quarter of the grant period to gain public input on properties which may need to be added to the inventory. Public comments will also be used to prioritize the inventoried sites. Adams County's redevelopment plans may be updated based on the findings of the revised inventory which outlines priority ranking criteria, cleanup options and strategies, and end-use options for those brownfields sites. Eligibility determinations will be made in coordination with the EPA.

Costs: The costs associated with this task will be allocated to contractual (approximately 62 hours over three years at an estimated \$81/hr including fringe benefits, overhead, and other expenses). **Outputs:** A Brownfields Inventory for sites within the Target Area.

Task 4: Phase 1 Environmental Assessments: The CCVAP will conduct Phase 1 assessments to determine the environmental history of priority sites. According to Adams County records, no Phase 1 environmental assessments have been conducted in the Target Area. The County projects that the bulk of the program funding will be invested in Phase 1 assessments. Phase 1 will conform to ASTM standards and Adams County will use consultants that meet the definition of Qualified Environmental Professional to examine historical records, conduct interviews with past or current owners and perform visual inspections of properties.

Costs: Adams County estimates that 10 Phase 1 environmental assessments will be conducted during the life of the CCVAP at an average cost of \$3,500 dollars each for total of \$35,000. **Outputs:** Phase 1 Assessments will provide the County, stakeholders and property owners with valuable data on the environmental conditions of the properties.

Task 5: Phase 2 Assessments: The program will quantify the extent of the contamination on properties identified during the Phase 1. Tasks include subsurface assessment of soil, and the development of a report which will provide the foundation for remediation strategies and site cleanup.

Costs: Adams County estimates that two Phase 2 environmental assessments will cost \$75,000 each for a total of \$150,000 dollars. **Outputs:** Phase 2 Assessments will identify the extent of existing contamination and provide data to develop remedial solutions.

Task 6: Preliminary Remedial Planning The CCVAP's environmental consultant, in consultation with the Steering Committee, will review the results of the Phase 1 and Phase 2 assessments to develop preliminary remedial action plans based on the highest and best use of the target sites as determined by community stakeholders and the Steering Committee. Tasks include the development of remediation strategies, cost estimates and reuse plans for the targeted sites.

Costs: Adams County estimates that two remedial action plans will cost \$10,000 dollars each for a total of \$20,000 dollars. **Outputs:** The cleanup strategies will help transition from the CCVAP to subsequent stages, such as the full remediation and re-use of properties.

Task 7: Final Report Adams County staff and consultants will memorialize stakeholder comments and activities, environmental assessment work and findings, development strategies for assessed sites into a comprehensive summary report to share with the EPA, elected officials, stakeholders and the general public. This report will be created by County staff and therefore no grant funds are allocated to this task. **Output:** A comprehensive report detailing activities, outcomes, and development strategies for assessed sites.

V.B.2.b.ii CCVAP Budget for Hazardous Substances

Budget Category	Program Mgt	Community Involvement	Brownfields Inventory	Phase 1 ESAs	Phase 2 ESAs	Remedial Planning	Final Report	Total
Personnel								
Fringe Benefits								
Travel and Training	\$3,000							\$2,000
Supplies	0							0
Contractual			\$7,000	\$35,000	\$130,000	\$20,000		\$192,000
Other		\$5,000						\$5,000
Total	\$3,000	\$5,000		\$35,000	\$130,000	\$20,000		\$200,000

V.B.2.c Adams County will commit a projected \$135,271 in staff time over the three-year project period to cover the in-kind services provided by the Program Coordinator, Economic Development Manager, Environmental Analyst, Long Range Planner, and Office of Public Information²³. In recent discussions with Adams County, the Clear Creek Watershed Foundation (CCWF), has expressed interest in seeking the contract for technical assistance services and would offset that contract with an estimated \$18,000 of in-kind project technical assistance. The Kansas State University TAB program will provide \$22,500 of in-kind technical assistance related to property owner and business community outreach. When combined with the County's contribution, the total amount of project leveraging is \$175,771 over the life of the project.

²³ Staff time determined by hourly rate + fringe (20% of hourly) multiplied by estimated project hours for 5 employees over a three-year period for project related tasks. Brownfields Coordinator (1,000 hours), Econ. Dev. Mgr (720 hours), Env. Analyst (400 hours), Long Range Planner (400 hours), Director of Public Information (400).

V.B.3 Community Engagement and Partnerships

V.B.3.a.i The CCVAP will include community involvement throughout the life of the program. Adams County has been very active in this area through many community planning efforts. More recently, staff has conducted outreach to local residents and property owners in the Target Area to discuss their interest in the assessment program. The County held a community meeting on November 17th with property owners to discuss the details of the program and invite them to participate. Several have committed to participate and will request consideration for having their sites assessed as part of the CCVAP (please refer to letters of commitment).

Community meeting schedules and program updates will be posted on a program website to keep the general public informed of progress, activities, and outcomes. The project information will also be translated on the county's website for Spanish speaking populations to ensure that the entire community is informed about, and involved in, the CCVAP. Programmatic updates will also be disseminated through the County's social media platforms and by community partners.

The community meetings will be staffed by the County, with input from the steering committee. The steering committee will help identify presentation topics, action items and program priorities. Group discussions will help build consensus regarding programmatic decisions amongst Target Area residents, abutting neighborhoods, other stakeholders. The combination of strong community involvement and robust a public engagement plan will build consensus and participation.

V.B.3.a.ii The CCVAP is a community driven program so consistent communication with all stakeholders is extremely important to its success. The program will have a multi-faceted communications plan to reach all stakeholders and the general public through a variety of avenues such as regular community meetings, partner email updates, and a program website. The County's Office of Economic Development staff will lead these communication efforts and coordinate agenda formulation, meeting minutes, web based and social media updates.

The community meetings will provide direct information to the community throughout the duration of the program. In addition, all program information and associated progress will be available on a consistently updated program website that will be available in Spanish and English. The County will also utilize its social media platforms to provide periodic updates as well as links to the programs website to ensure readily accessible information. The multi-faceted communication plan is reflective of previous planning efforts and will sustain open lines of communication regarding program activities, progress, and outcomes.

V.B.3.b Partnerships with Government Agencies

V.B.3.b.i Adams County Office of Economic Development will act as the local government facilitator of this brownfields assessment program. Adams County will work with the State of Colorado Department of Health and Environment - Superfund and Brownfields Unit to coordinate relevant brownfields efforts and maintain open communication regarding progress.

V.B.3.b.ii Adams County has a strong partnership with the Tri-County Health Department (TCHD) and EPA Region 8 staff, both of whom can provide technical assistance. TCHD is willing to provide information from its databases that will inform the Phase 1 assessments. TCHD will also participate on the steering committee. EPA Region 8 staff will continue to be utilized as an ongoing resource for project assistance. Denver Regional Council of Governments is another resource that can provide data support and technical assistance.

Sheila Lynch, MCP, AICP
Tri-County Health Department
6162 South Willow Drive
Greenwood Village, CO 80111
Direct line: 720-200-1571
slynch@tchd.org

Stephanie Metz
Brownfields Project Manager
EPA Region 8
1595 Wynkoop Street Denver CO 80202
303-312-6184
metz.stephanie@epa.gov

V.B.3.c Partnerships with Community Organizations

V.B.3.c.i The CCVAP will have a strong coalition of community partnerships with a variety of stakeholders, officials and non-profits to ensure its success. Over the past 5 years, the Clear Creek Valley TOD plan has matured with the cooperation and engagement of the community and through local partnerships. The stakeholders include neighborhoods groups, property owners, a local church, local business and economic development groups, developers and an environmental non-profit. The following are descriptions and roles of the key community-based organizations involved in this project. Attached letters from the community-based organizations mentioned below describe their roles and affirm referenced commitments.

Berkeley Neighborhood Association

The Berkeley Neighborhood Association is directly adjacent to the Target Area, along the south side of the Target Area boundary. This area will be impacted by the RTD stations and any potential development surrounding the stations. The Association will bring the community voice to the CCVAP. Community leaders from the Goat Hill and Guardian Angel neighborhoods have also indicated a strong interest in engaging their membership in the Assessment Program.

Clear Creek Watershed Foundation

The Clear Creek Watershed Foundation (CCWF) is a non-profit organization dedicated to improving the ecological, aesthetic, recreational and economic conditions in the Clear Creek Watershed through comprehensive efforts with watershed stakeholders. The Foundation has been very active in the remediation of mining sites further upstream in the Clear Creek watershed. The Clear Creek Watershed Foundation is interested in seeking a technical assistance services contract and will provide document review, review of environmental assessments, and cleanup planning throughout the CCVAP.

Technical Assistance to Brownfields Communities (TAB Program), Kansas State University (<https://www.ksutab.org/>)

The TAB Program at Kansas State University will serve as a resource and point of contact for property owner engagement. It will provide insight on cleanup concepts and approaches and present a Brownfields 101 training presentation to local development/ business communities.

Adams County Economic Development (ACED)

Adams County Economic Development is a non-profit full service economic development organization that has provided services to the County for 30 years. ACED has been actively involved in redevelopment planning, including the Federal Boulevard Framework Plan and the Clear Creek Valley TOD Plan. ACED will help with outreach to the business and development community and help recruit technical experts for the CCVAP Steering Committee.

Metro North Chamber of Commerce (MNCC)

The MNCC has been active in business development since 1959 and includes the Target Area within its boundaries. The MNCC is active in promoting the economic vitality of the region and it has been active in promoting opportunities for business growth surrounding the construction of the commuter rail system in the north metro region. Metro North Chamber will provide CCVAP information to their business members to promote participation, provide educational opportunities for the business community, and help recruit technical experts for the CCVAP Steering Committee.

Guardian Angels Church

In addition to sharing information with its members and the greater community, Guardian Angels Church has agreed to provide meeting space as necessary throughout the life of the program.

V.B.3.c.ii Letters of Commitment See attached letters of commitment.

V.B.4 Project Benefits

V.B.4.a.i The CCVAP will accurately characterize the threats that Clear Creek Valley brownfields pose threats to human health and the environment and develop cleanup and reuse plans that are consistent with stakeholder priorities. Threats to Target Area residents and businesses will be identified through Phase 1 and Phase 2 assessments which will clarify and quantify the extent of the contamination present and lead to eventual remediation efforts. The extent of impacts from contaminants such as arsenic, solvents, building materials, waste, and methane gases will be identified and reuse strategies proposed that will lead to the reduction and/or elimination of threats to human health.

The data provided through the assessment program will generate numerous short-term benefits including the empowerment of Target Area stakeholders through their inclusion in County planning and zoning decisions, the broadening of existing public-private partnerships; the creation of financing mechanisms to facilitate remediation; and the development of a plan and process that will jumpstart redevelopment. The CCVAP will also generate long-term benefits including the creation of economic opportunities and quality of life improvements for area residents such as employment opportunities; quality, affordable housing; and access to transportation. The CCVAP will also address threats to human health and the environment by assessing the extent of contamination on key sites in the Target Area thereby laying the groundwork for future cleanup and development.

V.B.4.a.ii The Through assessing key sites in the Target area, the CCVAP will identify the threats to human health and the environment posed by decades of industrial contamination and illegal dumping. The site assessments will set the stage for cleanup and reuse and will have wide

ranging effects on the environment including as improved air quality through the reduction of harmful emissions; enhanced green space; and improvements to watershed. The environmental restoration enhances living conditions for low-income and health sensitive populations and minimizes contamination migration into nearby Clear Creek. By facilitating transit oriented development in the area, there will be a reduction in vehicle traffic and a resultant reduction in emissions.

V.B.4.b Environmental Benefits from Infrastructure Reuse/Sustainable Reuse

V.B.4.b.i In 2012, Adams County incorporated strict sustainability and resiliency goals into its comprehensive plan, all of which ensure that any new development occurs in areas well suited for the demands it places on the available infrastructure. As a result, the land use policies encourage infill development in urban areas, such as the Target Area, where there is access to transportation services and enhanced public infrastructure such as public water and sewer systems. Sustainable development, walkability, environmentally responsible construction, and the construction of quality, affordable housing for low/moderate income residents is included in Adams County 2012 Comprehensive Plan²⁴ and its 2030 sustainability goals²⁵ and will be adhered to in the assessment program.

V.B.4.b.ii The CCVAP supports revitalization, transit-oriented development and advances HUD DOT Livability principles. The Assessment program will incorporate sustainability guidelines and will provide a blueprint for the revitalization of an area that has been burdened by industry, exhaust, and landfills. The vision articulated by residents in previous and parallel planning processes is to capitalize on the new commuter rail stations through building quality affordable housing, recreational and quality of life amenities, open space, and retail/commercial opportunities that provide economic opportunity. The CCVAP will balance the vision for the Target Area with the needs of low income residents in order to keep the area affordable and to avoid gentrification and displacement.

V.B.4.c Economic and Community Benefits

V.B.4.c.i The CCVAP will leverage the capital investment of building a new commuter rail system within this area. Conducting environmental assessments on key parcels is a precursor to future development in the area and will eliminate some of the barriers currently in place that discourage private investment. The CCVAP will enhance the opportunities for transit oriented development on many properties within the Target Area, which are predominantly underutilized and/or vacant.

The economic and community benefits resulting from the CCVAP include the creation of jobs, quality, affordable housing and expanded transportation amenities for people who live in the region. Not only will the CCVAP lead to job and housing opportunities, it is projected to lead to the expansion of property and sales tax base for the County which, in turn, will enhance and

²⁴ Sustainability and Resiliency Goals, Adams County 2012 Comprehensive Plan <http://www.adcogov.org/DocumentCenter/View/2785>

²⁵ County's Sustainability Management Plan, foundation of 2030 sustainability plan <http://www.co.adams.co.us/documentcenter/view/924>

sustain infrastructure and services for the area. The current assessed value of the properties within in a ¼ mile of the commuter rail stations is approximately \$11 million dollars, and it generates approximately \$366,000 in annual property taxes.²⁶ If the development scenario envisioned in the Clear Creek Valley TOD Plan is realized, this area has the potential to add 3,000,000 square feet of commercial and industrial space and approximately 1,000 new residential units to the market area at full build out.²⁷ Based on current market rents, the commercial and industrial development envisioned within the Clear Creek Valley TOD Plan could generate an additional \$85 million in assessed value, and an additional \$10,600,000 million in increased property taxes at full built out.²⁸ The CCVAP enhances the potential for this vision and reduces the economic strain that may be preventing private developers from moving forward on projects within the Target Area.

V.B.4.c.ii The Adams County Office of Economic Development will utilize procurement procedures that emphasize the importance of hiring local firms for the brownfields assessment program. Adams County will partner with its local workforce development office and any Colorado based brownfields job training grantees. Please refer to the letters of commitment and support.

V.B.5 Programmatic Capability and Past Performance

V.B.5.a The Adams County Office of Economic Development, with the support of the Neighborhood Services and Planning & Development Departments, has the organizational capacity and expertise to successfully carry out the Clear Creek Valley Assessment program. Adams County has a strong track record for overseeing grant-funded programs, projects, and plans that were completed on time and in compliance with the rules and requirements of the overseeing agency. Team members include:

Scott Lewandowski, Management Analyst I, has four years of local government experience in economic development, general operations and community planning. He has overseen grant development, grant management and the reporting of \$1 million of competitive grant funds. He will serve as the Brownfields Coordinator, and he will manage the assessment program in accordance with grant requirements and EPA regulations. Scott will also be responsible for ACRES reporting.

Kristin Sullivan, AICP, is the County's Economic Development Manager. She has 12 years of experience in planning, economic development, urban renewal, and community development, public engagement, and affordable housing. She has extensive experience in managing planning projects with various funding sources including: a HUD Section 108 loan; various state and federal housing programs; and Colorado Department of Local Affairs grants.

Craig Tessmer is a structural engineer and an Environmental Analyst with Adams County. He

²⁶ Adams County Assessor Property Records

²⁷ Clear Creek Valley TOD Plan, <http://www.adcogov.org/DocumentCenter/Home/View/344>, p. 65

²⁸ Adams County Assessor Property Records & CoStar Retail Report, Mid-Year 2014, Denver Retail Market. Analysis completed for northwest submarket of the Denver Metropolitan Area using current market rents, vacancy rates, and cap rates.

has more than 24 years of experience, including oversight of three Superfund sites in Adams County. The largest, the Rocky Mountain Arsenal, comprised of 5,976 acres of contaminated areas, was placed on the NPL in 1987. Craig also conducts oversight over three active landfills, a sanitary waste, industrial waste and hazardous waste landfill.

Joelle S. Greenland, AICP, Adams County's Long Range Planner is charged with managing comprehensive land use and development planning across the County and administering the county's land development regulations. Joelle has more than a decade of planning experience in both the private and public sectors and has administered brownfields grants and overseen complex brownfields redevelopment projects. Joelle is currently involved in the Denver's region's HUD Sustainable Communities Initiative (SCI) project. Joelle will provide staff review of the competitive application process and any additional technical assistance through the program.

V.B.5.b Adams County affirms that it has not had any adverse audit finding regarding the administration of any grant.

V.B.5.c Past Performance and Accomplishments

V.B.5.c.i To date, Adams County has only applied for a Brownfields Area Wide Plan grant. Adams County is awaiting a final decision on this funding opportunity.

V.B.5.c.ii Adams County has a solid record of managing federally or non-federally funded assistance grants. It has a history of meeting reporting requirements and has achieved the goals and outcomes memorialized in the contracting documents. Projects include:

- \$10 million Section 108 Loan, US Department of Housing & Urban Development. Active. Awarded in 2011, current on all reporting.
- \$1.045 million US DOT-FAA Grant, Clay Street Outfall project, Active. Awarded in 2013, current on all reporting.
- \$70,875 Hazardous Mitigation Planning Grant, National Earthquake Hazards Reduction Program. Administered by the Department of Local Affairs. Closed, Awarded in 2012
- 11.4 million in CDBG grants over the last 5 years, Active. Awarded annually, current on all reporting
- 1.866 million in CDSG grants over the last 5 years, Active. Awarded annually, current on all reporting
- Adams County does not have a history of ACRES reporting.

V.B.5.c.iii Not applicable

ASSESSMENT WORKPLAN

Adams County

Workplan for CERCLA Section 104(k) Assessment Cooperative Agreement

September 2015- September 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

Subobjective 3.2.3 - Assess, Clean Up and Redevelop Brownfields

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

OBJECTIVE: The Clear Creek Valley Assessment Plan will conduct voluntary phase 1 and phase 2 environmental assessments for properties in close proximity to two new commuter rail stations. The final result of the program will be the development of a final report detailing activities, outcomes, and development strategies for assessed sites and their intended uses.

2. FUNDING: \$200,000 Hazardous Substances

3. BUDGET:

The total costs estimated for the project must agree with the amounts contained in the Application for Federal Assistance Budget Page (Form 424a).

HAZARDOUS	Task 1 Program Mgt	Task 2 Comm. Involvem't	Task 3 Brownfields Inventory	Task 4 Phase 1 ESAs	Task 5 Phase 2 ESAs	Task 6 Remedial Planning	Task 7 Final Rpt	Total
Personnel								
Fringe Benefits								
Travel	\$3,000							\$3,000
Equipment*								
Supplies								
Contractual			\$7,000	\$35,000	\$130,000	\$20,000		\$192,000
Other: Specify		\$5,000						\$5,000
Total	\$3,000	\$5,000						\$200,000

* EPA defines equipment as items that cost \$5000 or more. Items costing less than \$5000 are considered supplies.

PETROLEUM	Task 1 (insert task name)	Task 2 (insert task name)	Task 3 (insert task name)	Task 4 (insert task name)	Total
Personnel					
Fringe Benefits					
Travel					
Equipment*					
Supplies					
Contractual					
Other: Specify					
Total					

4. WORKPLAN TASKS

The Workplan must describe the tasks/activities to be accomplished, the expected time frame for accomplishment (commitments), the projected outputs (activities and deliverables), and the projected outcomes (environmental improvements and results). Utilize task activities described in your proposal. Edit chart as necessary. Tasks are identified as examples, add or delete as appropriate for your project.

Task 1: Cooperative Agreement Oversight (Utilize task descriptions from proposal.)

Task 1 - 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)
Obtain QEP and legal services (if necessary): <ul style="list-style-type: none"> • Prepare Request For Proposals, evaluate applications, conduct interviews, hire qualified environmental consultant • Conduct annual performance evaluations on consultant • Obtain legal services for title searches, regulation interpretations, etc. 	Outputs: <ul style="list-style-type: none"> • RFP; documentation to demonstrate open, competitive process; contract for services • Performance evaluation reports Outcomes: <ul style="list-style-type: none"> • High quality products and services to meet project needs • Maintain a high level of work effort 	RFP issued in Fall 2015; hire consultant by end of 2015 Quarterly evaluation reports - ongoing	
Reporting: <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 	Outputs: <ul style="list-style-type: none"> • Quarterly reports and other forms; updated ACRES database; final report and closeout forms Outcomes: <ul style="list-style-type: none"> • Regular communication of project status and next steps; current database for congressional reporting 	Quarterly reports every quarter; MBE/WBE forms; ACRES updated when site activities occur	
Records: <ul style="list-style-type: none"> • Maintain grant files • Establish and maintain administrative record • Maintain site project files • Maintain financial records 	Outputs: <ul style="list-style-type: none"> • Accurate and complete files suitable for audit purposes Outcomes: <ul style="list-style-type: none"> • High quality project records reflective of the work performed 	Continuously throughout grant period	
Requests for Reimbursements or Advances	Outputs: <ul style="list-style-type: none"> • Forms submitted for payment Outcomes: <ul style="list-style-type: none"> • Reduce unliquidated obligations 	Continuously throughout grant period	
Training: <ul style="list-style-type: none"> • Attend EPA Brownfields Conferences and other related workshops 	Outputs: <ul style="list-style-type: none"> • Attend Brownfields conference Outcomes: <ul style="list-style-type: none"> • Improve Brownfields knowledge and expand networking opportunities 	September 2015	

Task 2: Community Involvement

Task 2 - 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"> • Bi-monthly meetings, meeting agendas, attendance lists and meeting notes <p>Commitments from CBOs</p> <p>Outcomes:</p> <ul style="list-style-type: none"> • An active and motivated workgroup driving Brownfields initiatives 	Begin in Oct./Nov 2015; continue throughout grant period	
<p>Develop Marketing Materials:</p> <ul style="list-style-type: none"> • Create brochure targeting private & public property owners, lenders and developers • Create FAQ fact sheet • Create and update website 	<p>Outputs:</p> <ul style="list-style-type: none"> • 200 Color brochures; 200 FAQ insert(s); 1 easy to navigate and attractive website <p>Outcomes:</p> <ul style="list-style-type: none"> • Up-to-date marketing tools to promote project work and disseminate information 	November 2015 December 2015	
<p>Implement outreach strategy in target areas:</p> <ul style="list-style-type: none"> • Meet w/ local community organizations and inform elected officials • Publish program info in local papers and post notices in community centers, businesses, 	<p>Outputs:</p> <ul style="list-style-type: none"> • Give BF presentations at 6 meetings, minimum • Four 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 • Direct effort to meet needs and desires of community 	November 2015 - March 2016	
<p>Hold local public meetings on site selection process and outcomes:</p> <ul style="list-style-type: none"> • Discuss site selection, assessment process, outputs such as brownfields inventory, etc. • Discuss Phase I and Phase II results, and potential cleanup and redevelopment plans 	<p>Outputs:</p> <ul style="list-style-type: none"> • Minimum 5 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 	Starting in December 2015 and throughout the life of the grant	

Task 3: Site Inventory and Phase I Assessments

Task 3 – Site Inventory & Phase I Assessments 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 and marketing work 	Original created in December 2016; will be updated in December 2017 with final findings	
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 for petroleum sites) for review • Obtain EPA(or State) site eligibility approval document for Phase I 	Outputs: <ul style="list-style-type: none"> • Planning meetings; 30 eligible sites identified in initial inventory search • Estimate 10 additional eligible sites identified during remainder of grant Outcomes: <ul style="list-style-type: none"> • 10 brownfields sites identified with the highest redevelopment and community benefit potential in target area(s) 	January 2016 – March 2016	
Phase I investigations: <ul style="list-style-type: none"> • Conduct planning meeting 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 • Preparation of Phase I AAI Checklist for EPA • Consultant submits final Phase I report to project team members 	Outputs: <ul style="list-style-type: none"> • Planning meetings • 10 Phase I Reports • updated ACRES database Outcomes: <ul style="list-style-type: none"> • 10 High potential Brownfields site assessed through Phase I • Total acres assessed through Phase I 	May 2016- October 2016	

Task 4: Site-Specific Activities

Task 4 – Phase II Assessments & Cleanup 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)
Phase II preparation: <ul style="list-style-type: none"> • Meet with steering committee to review Phase I results and project direction • Obtain EPA approval to proceed with Phase II 	Outputs: <ul style="list-style-type: none"> • Project planning meetings • 1 approved generic QAPP • Two sites approved for Phase II investigation 	October 2016 – November 2016	

Task 4 – Phase II Assessments & Cleanup 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)
<ul style="list-style-type: none"> • 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 	<p>Outcomes:</p> <ul style="list-style-type: none"> • One or two high priority site identified for further investigation and potential redevelopment 		
<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 for final site-specific QAPP • Consultant performs field work according to plan • Grantee monitors site work and communicates any concerns with EPA/state • 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 	<p>Outputs:</p> <ul style="list-style-type: none"> • Two approved site-specific QAPP Addenda (delineating extent of site contamination on 1 Brownfield site) • Phase II report(s) documenting the results • Updated ACRES database • Green and sustainable efforts reported in quarterly reporting <p>Outcomes:</p> <ul style="list-style-type: none"> • One or two high priority sites with complete Phase II assessments that and ready for cleanup and reuse planning • Total acres assessed through Phase II • Greener and more sustainable site assessment techniques utilized 	Fall 2016 – Summer 2017	
<p>Cleanup & reuse planning:</p> <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 	<p>Outputs:</p> <ul style="list-style-type: none"> • Two or more internal cleanup and reuse planning meeting(s) • One draft cleanup alternatives plan • One draft remedial action plan • GSR language in ABCA • updated ACRES database • 1 public meeting on project results • Potential for developer / lender workshop and transaction forum <p>Outcomes:</p> <ul style="list-style-type: none"> • One property assessed through cleanup and reuse planning, and ready for cleanup and redevelopment • Acres ready for cleanup & redevelopment • Greener and more sustainable plans for 	Mid 2017 through the end of grant life cycle in 2018	

Task 4 – Phase II Assessments & Cleanup 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		
Etc.			

5. QUALITY ASSURANCE

Prior to undertaking Phase II assessments, Adams County will prepare and submit a Quality Assurance Project Plan (QAPP) which meets the approval of U.S. EPA Region VIII 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. The Region VIII EPA crosswalk shall be submitted with each site-specific QAPP. QAPP approval will be obtained prior to performing any field activities.

6. PRE-AWARD COSTS

Adams County requests the approval of pre-award costs for this cooperative agreement. It is estimated we will need \$3,000 to do the following activities:

Attendance at 2015 Brownfields Conference

-Two staff members to attend from Adams County:

Deputy Director of Community & Economic Development and Environmental Analyst

-Airfare from Denver to Chicago

-Three nights hotel costs

-Per diem

7. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

State in the workplan that the grantee 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.

ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2015.520

Consulting Services for Brownfields Assessments

All documents and Addenda related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

MANDATORY PRE-PROPOSAL CONFERENCE:

December 4, 2015 at 1:00 pm

Located at 4430 S. Adams County Parkway, Brighton, CO 80601-8212

**Written questions regarding this RFP will be accepted through
December 9, 2015**

**An Addendum to answer submitted questions will be issued no later than
December 11, 2015**

**Proposal Opening Due Date: December 22, 2015
Time: 2:00 p.m.**

**Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601**



GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Consulting Services for Brownfields Assessments.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
 - 2.1. Interested parties must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. There will be a **Mandatory Pre-Proposal conference on December 4, 2015 at 1:00 pm. Location: The Lobby of the Government Center, 4430 S. Adams County Parkway, Brighton, CO 80601-8212.**
4. Written questions may be submitted on **December 9, 2015**. All questions are to be submitted to Anna Forristall, Purchasing Agent by email at aforristall@adcogov.org.
5. An Addendum to answer all vendor submitted questions will be issued no later than **December 11, 2015**.
6. Proposals
 - 6.1. Sealed proposals for consideration will be received at the office of the Purchasing Division at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A Brighton Colorado 80601, up to 2:00 p.m. on **December 22, 2015**.
 - 6.2. The proposal opening time shall be according to our clock.
 - 6.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud. Price will not be discussed at this time.
 - 6.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
 - 6.5. No proposals will be accepted after the time and date established above except by written addendum.
 - 6.6. The proposal must be submitted with one (1) original and five (5) copies along with a single PDF file on a CD or Thumb Drive. One set of brochures or other supportive documents may be included with the proposal narrative.

- 6.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), §8-17.5-101, *et. seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the **last two pages of the RFP**.
- 6.8. Proposals may not be withdrawn after due date and hour set for closing (proposal opening). Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 6.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 6.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 6.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside:

2015.520 Consulting Services for Brownfields Assessments

- 6.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 6.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 6.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 6.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:

- 6.16.1. Any Proposal which does not meet bonding requirements, or,
 - 6.16.2. Proposals which do not furnish the quality, or,
 - 6.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 6.16.4. Proposals from offerors who lack experience or financial responsibility, or,
 - 6.16.5. Proposals which are not made to form.
- 6.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 6.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 6.21. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
7. Adams County is an equal opportunity employer.
8. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
9. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

10. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

10.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

10.1.1. Each Occurrence \$1,000,000

10.1.2. General Aggregate \$2,000,000

10.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

10.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

10.2.2. Personal Injury Protection Per Colorado Statutes

10.3. Workers' Compensation Insurance: Per Colorado Statutes

10.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

10.4.1. Each Occurrence \$1,000,000

10.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

10.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

10.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

10.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.

10.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

10.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor

in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 10.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 10.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 10.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 10.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 10.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 10.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
- 10.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
11. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

End General Information

The remainder of this page is left blank intentionally.

13. SCOPE OF WORK

13.1 Project Description:

Background: The Target Area was once dotted with family farms which grew crops that were trucked to sell at nearby markets in Denver. In the past century, however, the landscape deteriorated rapidly as rich gravel deposits in the floodplain were mined and then backfilled with the metro area's accumulated solid waste, and a network of highways, rail lines, and freight yards crisscrossed the corridor.

The transition from a pristine creek valley to an industrial dumping ground has left the Target Area with an immense challenge to overcome. Both real and perceived environmental contaminations severely limit the potential of Clear Creek Valley to transform into a vibrant neighborhood with economic vitality, natural amenities, and robust transportation choices. Adams County is seeking to build the knowledge base of environmental challenges to support the transformation of this area.

Adams County has conducted extensive land use planning to identify a vision for the Clear Creek Valley. This vision is in the Clear Creek Valley TOD (Transit Oriented Development) Plan, adopted by Adams County in 2009, and Imagine Adams County, adopted in 2012. These plans include goals to revitalize older commercial and industrial uses in the area including vacant and underutilized land, promote sustainable development, and address land contamination.

In order to position this area for redevelopment and revitalization, Adams County intends to facilitate environmental assessments of properties within this area. The work will be funded by an EPA Brownfields Assessment Grant, awarded to Adams County in 2015 (Exhibit 1). The terms of this grant are directed by a Cooperative Agreement as entered into with the County and USEPA. The goal of this project is to create an inventory of brownfield sites, and to perform environmental investigations and remedial planning activities in the Clear Creek Valley. The grant activities are separated into and will be performed in five (5) tasks as follows:

- Task 1 – Brownfields Inventory and Prioritization
- Task 2 – Program Development and Community Outreach and Involvement
- Task 3 – Phase I Environmental Site Assessments (ESAs)
- Task 4 – Phase II ESAs, Site Investigations, and Remedial Planning
- Task 5 – Reporting

This Request for Proposals (RFP) has been issued to determine eligibility of responding individuals or organizations ("Applicants") to develop and manage the Project. The RFP and Exhibit 1 (attached) describes the terms and conditions under which Adams County will select a contractor ("Contractor"). Adams County will then enter into negotiations with the Contractor to formalize a Contractor Agreement. An executed contract is anticipated approximately three (3) weeks after the Board of County Commissioners' final approval.

The successful proposal shall describe the Applicant's qualifications, a description of past projects which are similar in nature to this Project, an explanation of how the Applicant would perform task services, and cost estimate.

13.2 Location of Project:

The Target Area is a two-mile corridor of Clear Creek Valley generally between the Pecos and Federal stations of the Gold line of the RTD Fastracks project.

13.3 Scope of Services:

The Scope of Services included in this package describes the services to be delivered by the Successful Contractor. Although it is intended to be comprehensive, the Scope of Services listed herein may not represent all issues that could arise. So long as there are normally associated business practices of similar design projects, it is the County's expectation that these elements are the responsibility of the Successful Contractor. Please see Exhibit 1 for specific Grant requirements.

Under the work plan and budget approved by the EPA, a total of \$192,000 is reserved for the Contractor to perform the services described below.

- Task 1 – Brownfields Inventory and Prioritization:

The selected contractor will inventory potential brownfield properties in the Target Area and develop a list of these sites along with a map showing their location. The brownfield final inventory will be delivered using a Geographic Information System (GIS) database. Supporting documentation for sites will be provided in the form of a database and a written report. The report will include a prioritization of the inventoried sites based on contamination

- Task 2 – Program Development and Community Outreach and Involvement:

The consultant will work with Adams County to develop a Citizen Participation Plan (as outlined below). Many opportunities will be provided for the public to learn about and comment on the County's Brownfields Program and the assessment activities being conducted, including Adams County Board of County Commissioners meetings, numerous informational meetings, open houses, and public meetings. Pertinent information will be widely disseminated through fact sheets, brochures, news releases, and a brownfield-specific webpage.

At a minimum, the Citizen Participation Plan the County will utilize to engage the targeted community, local and state partnerships, and community-based organizations will include:

- 1) A news release and public meeting will be held following the notice of award to present general information on the grants and to solicit input from the community.
- 2) A second public meeting will be held upon completion of the brownfields inventory and initial site prioritization to solicit public input on the sites selected (or not selected).
- 3) Written notices will be provided by mail to all property owners or residents located within a 200 foot radius of the targeted brownfields site.
- 4) Public meetings will be held to engage the public for input during assessment and remedial action planning activities.
- 5) Periodic updates will be posted on the County's website and may also be distributed as flyers.

- 6) Other community participation will be achieved through the representatives of the various community based organizations.

- Task 3 – Phase I Environmental Site Assessments (ESAs):

The consultant will conduct Phase I ESAs. Phase I ESAs will meet the requirements of the All Appropriate Inquiry Final Rule and the standards set forth in the ASTM E1527-13 Phase I Environmental Site Assessment Process. Adams County will assist in property eligibility determinations and general project planning and prioritization.

The consultant will be asked to conduct approximately ten (10) Phase I ESAs, depending on the size of the property and the nature of the past use. The number of Phase I ESAs may be modified depending on available funds should sites targeted for assessment include a large or complex brownfield site with a significant amount of existing documentation that will need to be reviewed as part of the environmental assessment process. After a Phase I ESA is performed, the Contractor will meet with the landowner and with County staff to explain the results of the assessment and answer any questions.

- Task 4 – Phase II ESAs and Remedial Planning:

The consultant will conduct approximately two (2) Phase II ESAs and Remedial Planning. The number of Phase II ESA will be determined based on available funding. The sites selected for Phase II ESAs will be submitted to US EPA; approval must be received prior to any work being initiated at the sites.

Planning activities at select parcels for which Phase I ESAs were completed and the need for further assessment is identified. This task will include preparing a Quality Assurance Project Plan (QAPP) and two (2) approved site-specific QAPP addenda. The QAPP and its addenda will be submitted for approval by the US EPA Region VIII Brownfields Program. EPA approval must be received prior to performing any field activities. Green and sustainable efforts shall be utilized whenever possible during the site assessments.

The consultant will develop a draft cleanup alternatives plan, as well as a draft remediation plan for one (1) selected site. In addition, the consultant will develop an Analysis of Brownfields Cleanup Alternatives (ABCA) and incorporate Green and Sustainable Remediation (GSR) principles and techniques. Adams County and the citizens will provide input for the cleanup and reuse plans.

- Task 5 – Reporting:

The consultant will be responsible for all required reporting to the EPA including the following:

- All appropriate inquiries
- Quarterly progress reports
- Site eligibility information
- ACRES database submissions of Property Profile Forms
- Federal financial reports
- Project close-out documents

These reports will be prepared and submitted in accordance with EPA guidelines. The consultant will provide the required reports to County staff for review and approval prior to submission to the EPA.

13.4 Proposed Project Schedule:

The following schedule is proposed for reference of anticipated consult activity. The actual timeline shall be dependent upon property owner and community response, as well as findings of specific properties.

February 2016: Project kickoff meeting with staff team and environmental consultant.

February/March 2016: Preparation of Quality Assurance Project Plan.

March 2016: First community meeting. Public workshop introducing the environmental consultant team and describing for residents and property owners what the environmental assessment process will entail.

April – December 2016: Conduct initial environmental assessments.

April – December 2016: Submit Property Profile Reports and Assessment Reports as needed.

December 2016: Second community meeting. Public workshop held to update the public on the status of the brownfields environmental assessments.

January – July 2017: Conduct additional environmental assessments if needed, including Phase II ESAs.

July 2017: Third community meeting. Final public workshop held to update the public on results of the environmental assessments and potential remediation plans.

13.5 Adherence to Federal Requirements:

As USEPA Assessment Grant monies will be used to fund this work, the Successful Contractor must adhere to all applicable Federal requirements. These requirements include, but are not limited to:

- The contract will be subject to those conditions of the cooperative agreement that relate to eligibility of costs and to contracts, including the administrative cost prohibition (see Exhibit 1).
- The contract is subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting).
- The contract will be subject to general Federal requirements for contracts under cooperative agreements, including mandatory steps for consultants to follow related to areas, such as the OSHA Worker Health & Safety Standard, the Davis-Bacon Act and utilization of Disadvantage Business Enterprise (DBE).
- The relevant cooperative agreement conditions and applicable regulations are included in this RFP as Exhibit 1.
- All proposers must self-verify and show proof that they are not debarred from receiving Federal funds by consulting the most current “List of Parties Excluded from Federal

Procurement or Non-procurement Programs” at www.sam.gov . Firms submitting proposals must not be prohibited from participation in assistance programs.

In accordance with USEPA’s Program for Utilization of Small (SBE), Minority (MBE), and Women’s (WBE) Business Enterprises, the Successful Contractor must ensure that the six affirmative steps are followed in extending subcontracting opportunities to qualified MBE/WBE firms (see 40 CFR Part 33 in Exhibit 1). The following MBE/WBE fair share established for this project and to the fullest extent possible will be met:

	MBE	WBE
Personal Services	6.1%	6.6%
Equipment	6.1%	6.6%
Supplies	6.1%	6.6%
Construction	6.1%	6.6%

The EPA requires bidders/proposers under Federally Funded contracts or subcontracts for supplies, construction, equipment and/or services include solicitation efforts to organizations owned or controlled by socially and economically disadvantaged individuals and women. To evaluate compliance with the Fair Share policy, the bidder needs to demonstrate compliance with the six affirmative steps:

1. Include qualified SBEs, MBEs and WBEs on solicitation lists.
2. Assure the SBEs, MBEs and WBEs are solicited whenever they are potential sources.
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of SBEs, MBEs and WBEs.
4. Establish delivery schedules which will encourage participation of SBEs, MBEs and WBEs when the requirements of the work permit.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of Commerce, as appropriate.
6. If work is awarded from the prime contractor to a subcontractor, the subcontractor is required to take the affirmative steps outlined above.

13.6 Evaluation:

Proposals shall be evaluated based on a series of criteria/categories, which may include, but not be limited to:

Evaluation Criteria	Maximum Point Value
The firm’s reputation; ability to work and comply with federal, state, and local government agencies and regulations; familiarity and experience with the type of project proposed; experience working with prior EPA brownfields grants; familiarity with Adams County	30
Professional and educational experience of key personnel assigned to the project	20

Approach to accomplish required services, ability of the firm to perform the required work within the project time period and within project budget	25
Cost of services provided	25
Maximum total points	100

13.7 Project Budget:

Under the work plan and budget approved by the EPA, a maximum of \$192,000 is reserved for the Contractor to perform the services listed in Section 13.3.

13.8 Interviews:

In addition to the qualifications and fee proposal, it may be required that the Firm gives a presentation and is interviewed by Adams County staff. Interviews, if required, will be scheduled by Adams County for any or all Firms selected.

The County interviewers are experienced in brownfield assessments and the interview will be technically focused. The presentation and interview are expected to be lead by the Firm's key project personnel, at a minimum the Project Manager.

Due to the brief nature of interviews, Adams County may elect to provide questions for the Professional to respond, in writing, prior to the actual interview. This option may allow for clarifications or general questions to be answered and not take up time in the interview.

End of Scope of Work

The remainder of this page is left blank intentionally.

Submittal Checklist

- ☐ Vendor's Information Form
- ☐ W-9
- ☐ Contractor's Certification of Compliance
- ☐ Proposal Form and Contractor's Statement
- ☐ Three (3) Recent References
- ☐ Provide evidence that the proposing firm is not debarred from receiving Federal funds
- ☐ One original proposal and five (5) paper copies of submitted proposal
- ☐ One CD or Thumb Drive of submitted proposal in a single PDF document

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



PROPOSAL FORM

2015.520 CONSULTING SERVICES FOR BROWNFIELDS ASSESSMENTS

CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

For the purpose of cost comparison, use the following estimated quantities:

- Phase I Assessments, \$ _____ each x 10 = \$ _____
- Phase II Assessments, providing the following:
 - ✓ Detail of estimated hours and hourly rates for personnel assigned to project
 - ✓ Identify potential analytical costs
 - ✓ Phase II ESA Health & Safety Plan (HSP), \$ _____ each x 2 = \$ _____
 - ✓ Phase II ESA QAPP, \$ _____ each x 1 = \$ _____
- Phase II Full-Scale Public Participation (FSPP), \$ _____ each x 2 = \$ _____
- Community Meetings, \$ _____ each x 3 = \$ _____
- One-on-One Property Owner Meetings, \$ _____ each x 20 = \$ _____

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

Addendum # _____ Addendum # _____ Addendum # _____ If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
Email Address	

EXHIBIT 1

BF - 96835301 - 0 Page 1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 96835301		DATE OF AWARD 08/10/2015		
			MODIFICATION NUMBER: 0				
			PROGRAM CODE: BF		TYPE OF ACTION New		MAILING DATE 08/17/2015
			PAYMENT METHOD:		ACH# PEND		
RECIPIENT TYPE: County			Send Payment Request to: Las Vegas Financial Center- LVFC				
RECIPIENT: Adams County 4430 Adams County Parkway Brighton, CO 80601-8204 EIN: 84-6000732			PAYEE: Kristin Sullivan 4430 Adams County Parkway Brighton, CO 80601				
PROJECT MANAGER Kristin Sullivan 4430 Adams County Parkway Brighton, CO 80601-8204 E-Mail: ksullivan@adccgov.org Phone: 720-523-6857		EPA PROJECT OFFICER William Rothenmeyer 1595 Wynkoop Street Denver, CO 80202-1129 E-Mail: Rothenmeyer.William@epa.gov Phone: 303-312-6045		EPA GRANT SPECIALIST Sarah Hulstein Grants, Audit and Procurement, 8TMS-G E-Mail: Hulstein.Sarah@epa.gov Phone: 303-312-6014			
PROJECT TITLE AND DESCRIPTION Adams County Brownfields This project provides funding to Adams County to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfields sites near Clear Creek.							
BUDGET PERIOD 09/01/2015 - 09/30/2018		PROJECT PERIOD 09/01/2015 - 09/30/2018		TOTAL BUDGET PERIOD COST \$200,000.00			
				TOTAL PROJECT PERIOD COST \$200,000.00			
NOTICE OF AWARD							
Based on your Application dated 07/07/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.							
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE				
ORGANIZATION / ADDRESS Environmental Protection Agency, Region 8 1595 Wynkoop Street Denver, CO 80202-1129			ORGANIZATION / ADDRESS U.S. EPA, Region 8 Ecosystems Protection & Remediation 1595 Wynkoop Street Denver, CO 80202-1129				
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY							
Digital signature applied by EPA Award Official Wayne Anthofer -					DATE 08/10/2015		

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 200,000	\$ 200,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 200,000	\$ 200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1508LBF027	15	E4	08L0AG7	301D79	4114	G800NY00		200,000
									200,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$3,000
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$192,000
7. Construction	\$0
8. Other	\$5,000
9. Total Direct Charges	\$200,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$200,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000

Administrative Conditions

1. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at : http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

A. In addition to the General Terms and Conditions, all recipients must comply with the Statutory, Regulatory, and Program Guidance (CFDA) requirements listed on the Award Document, Page 2, entitled: "EPA Funding Information."

2. Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this

Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

3. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **The Colorado**

Department of Public Health and Environment as follows:

MBE: CONSTRUCTION 6.1%; SUPPLIES 6.1%; SERVICES 6.1%; EQUIPMENT 6.1%
WBE: CONSTRUCTION 6.6%; SUPPLIES 6.6%; SERVICES 6.6%; EQUIPMENT 6.6%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **The Colorado Department of Public Health and Environment**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required annually for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subwards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide Region 8 with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

4. Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2011, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

5. Pre-Award Costs

In accordance with the regulations, Adams County may charge pre-award costs (both Federal and non-Federal matching shares) incurred from September 1st, 2015 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period. Preaward Cost are approved in the amount of \$3,000.

Programmatic Conditions

Assessment Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Assessment Grants awarded under CERCLA § 104(k).

NOTE TO POs: All T&C's in this document must be used as presented here unless they are marked "OPTIONAL" or "CAN CHANGE."

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term "assessment" includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2015 competition for Brownfields assessment cooperative agreements. **OPTIONAL** - include if the workplan is not approved or conditionally

approved: By awarding this cooperative agreement, EPA has not approved/conditionally approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2015 competition for Brownfields assessment cooperative agreements. The CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the workplan.

- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National 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) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

- 1.
 - a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.
 - b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may

request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.

2. CAR's
 - a. For any petroleum contaminated brownfield site that is not included in the EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (refer to the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated October 2014 for discussion of this element) documenting that:
 - (1) a State has determined that the petroleum site is of relatively low risk,
as compared to other petroleum-only sites in the State,
 - (2) the State determines there is "no viable responsible party" for the site;
 - (3) the State determines that the person assessing or investigating the site
is a person who is not potentially liable for cleaning up the site; and
 - (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.
 - b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
 - c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
 - d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in

Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer, or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.
3. Assessment funding for an eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

B. Substantial Involvement

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subrecipient from using EPA funds to assess a site for which the

subrecipient is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more information on subawards.)

- c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in term and condition II.B.1. with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
 - c. The CAR and its subrecipients remain responsible for incurring costs that are allowable under 2 CFR Part 200 Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors comply with the terms and conditions of this agreement.
3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.
4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an

individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.

5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.

6. Competency of Organizations Generating Environmental Measurement

Data: In

accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the BF Assessment grant, versus any other funding source used to help accomplish grant activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement work plan.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. Summary and status of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
 - b. An update on project schedules and milestones; including an explanation of any discrepancies from the approved workplan.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.
3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
4. In accordance with 2 CFR 200.328 (d) (1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

F. Community Outreach

The cooperative agreement recipient agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

1. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days notice.

2. Limited English Proficiency Communities

To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

G. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);
 - b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);

- c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.
- d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable under III. B. 2; and carrying out community involvement pertaining to the assessment activities.

CAN CHANGE - LOCAL GOVERNMENTS ONLY

- 2. *Local Governments only. No more than 10% of the funds awarded by this agreement may be used for brownfield program development and implementation (including monitoring of health and institutional controls) as described in Task ____ of the EPA approved work plan. The CAR must maintain records on funds that will be used to carry out Task ____ of its EPA approved workplan to ensure compliance with this requirement.*

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

- 1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the grant;
 - d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subaward is potentially liable under CERCLA § 107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable.

2. Under CERCLA § 104(k) (4) (B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.

- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards* at 2 CFR 200 and 2 CFR 1500. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
- b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for brownfields grants;
 - (2) Record retention required under 2 CFR 1500.6;
 - (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
 - (5) Maintaining and operating financial management systems required under 2 CFR 200.302;
 - (6) Preparing payment requests and handling payments under 2 CFR 200.305;
 - (7) Non-federal audits required under 2 CFR 200 Subpart F; and
 - (8) Close out under 2 CFR 200.343.

3. Cooperative agreement funds may not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United

States government except for land held in trust by the United States government for an Indian tribe; or

- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

C. Interest -Bearing Accounts and Program Income

1. In accordance with 2 CFR 1500.7, the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.

2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.

- a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
- b. Interest earned on program income is considered additional program income.
- c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data is collected as part of the brownfields assessment, the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality

assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-14-003). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.
2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "All Appropriate Inquiries Final Rule: Reporting Requirements Checklist for Assessment Grant Recipients" (Publication Number: EPA 560-R-10-030) that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.
 - a. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of "*significant*" *data gaps* (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled

substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

- c. ***Qualifications and signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.”
- “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I” or “We.”

- d. In compliance with §312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR 200.338 through 2 CFR 200.342. If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 2 CFR 200.342.

V. Conflict of interest: Appearance of lack of Impartiality

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR’s appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subawards to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above,
has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

DRAFT Assessment T&C 5/20/05

1. The CAR may request payment from EPA pursuant to 2 CFR 200.305.
- 1.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.

a. The CAR must submit the following documentation:

- (1) The Final Report as described in II.G. of the Assessment Terms and Conditions.
- (2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503

Las Vegas, NV 89119

Fax: (702) 798-2423

<http://www.epa.gov/ocfo/finservices/payinfo.html>

(3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.

- b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.
- c. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.



EXHIBIT A

January 8, 2016

Ms. Anna Forristal
Purchasing Agent
Adams County
4430 S. Adams County Parkway
Brighton, CO 80601-8212

Subject: Submittal for RFP 2015.520, Adams County, Consulting Services for Brownfields Assessments

Dear Ms. Forristal:

On behalf of RMC Consultants, Inc. (RMC), I am pleased to submit this offer in reference to Request for Proposal (RFP) 2015.520, Consulting Services for Brownfields Assessments. In accordance with the RFP delivery instructions, attached please find one original and five hard copies for your review.

RMC is a full-service environmental consulting firm that has provided innovative environmental solutions to government and private clients since 1990. RMC's project experience includes managing large multi-task environmental programs with task orders being performed simultaneously at locations throughout the U.S. We employ 35 technically diverse professionals, offering services to a variety of clients in the areas of environmental science and engineering, remediation, waste management, geographic information systems (GIS), project management, information management, administrative and technical support. The benefits of selecting RMC as the contractor to support Adams County include:

- ◆ **Experience coordinating with EPA on Brownfields projects and preparing Brownfields grant forms**—we know the Brownfields process and have templates in place for public outreach, work plans, and reporting to maximize efficient use of the County's Brownfields grant money.
- ◆ **A strategy and approach that minimizes stakeholder liability and maximizes potential properties values.**
- ◆ **A local, small MBE with more than 25 years of relevant experience** conducting a full range of environmental services—Phase I ESAs to site remediation and closure.
- ◆ **A Team currently working together and successfully executing Brownfields Assessment Grant projects for the City of Wheat Ridge**—we've completed 17 Phase I and 8 Phase II ESAs, as well as 7 asbestos/lead-based paint surveys in the last 2 years.
- ◆ **Experience coordinating with EPA and completing Brownfields grant forms and reports**, including entering data into the ACRES database, completing property profile forms, etc.
- ◆ **A streamlined and responsive Team organizational structure** with clearly defined roles, responsibilities, and lines of authority—we know and have worked seamlessly with proposed subcontractors.

Environmental Services ♦ Cultural Resources ♦ Technical Support

12295 W. 48th Avenue, Wheat Ridge, CO 80033

303.980.4101 (t) ♦ 303.980.4107 (f)

www.rmc-consultants.net

- ◆ **Experience providing Brownfields community involvement/public meeting support** to federal, state, and local agency clients.
- ◆ **A team that has worked in and for Adams County** and is familiar with the redevelopment area.
- ◆ **Senior Managers with over 30 years' experience** performing the exact work scope outlined in the RFP—we know the EPA Brownfields program.
- ◆ **A financially sound corporation in compliance with the Federal Acquisition Regulations and Cost Accounting Standards.**

We look forward to supporting Adams County on this important contract. If you have any questions regarding this submittal, please do not hesitate to contact me anytime at rvaldez@rmc-consultants.com or (303) 980-4101.

Sincerely,
RMC CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "R. B. Valdez for".

Richard B. Valdez, CEO/President

Attachments: RFP 2015.520 Submittal

Proposal for Consulting Services for Brownfields Assessments Adams County, Colorado

RFQ#2015.520

Prepared for



Purchasing Division
Adams County Government Center
4430 South Adams County Parkway
Fourth Floor, C4000A
Brighton, Colorado 80601

Prepared by



12295 W. 48th Avenue
Wheat Ridge, CO 80033
(303) 980-4101

January 8, 2016, 2 pm



COPY



Finance Department
4430 South Adams County Parkway
Brighton, CO 80601
PHONE 720.523.6055 FAX 720.523.6058

VENDOR INFORMATION FORM

All suppliers must complete and return this form as well as a W-9
(Payments & New Vendor #'s will not be processed without a completed W-9)

PLEASE PRINT OR TYPE ALL INFORMATION

Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed.

Employee Name

Department/Elected Office

Company Name (Please include dba name, if applicable.)

RMC Consultants, Inc.

Company Name

DBA Name (if applicable)

Does this company function solely as a manufacturer rep or distributor? YES ☐ NO ☒

If YES, is invoice payment sent to your remit-to address or the manufacturer? ☐

If Remit-to, please attach or forward a list of the companies with their corresponding remit-to address.

Does this company have more than one location with the same Federal Tax ID number that Adams County also conducts transactions with? YES ☐ NO ☒

If YES, please copy and complete this form for each location.

Remit-To Information (Invoice Payment):

RMC Consultants, Inc.

Company Name

12295 W. 48th Avenue

Address

Wheat Ridge

City

Colorado

State

303.980.4101

Phone Number

Address 2

Jefferson

County

80033

Zip Code

303.980.4107

Fax Number

Address for Purchase Orders/Contracts (If different from above.)

Address

Address 2

City

County

State

Zip Code

Phone Number

Fax Number

Phone Number for Quotes or Placing Orders and Fax Number to send a Purchase Order or a Request for Quote

303.980.4101

Phone Number

303.980.4107

Fax Number

Company Information

ww.rmc-consultants.net

Web Address

rvaldez@rmc-consultants.com

Company Email Address

E-Mail Address for Purchasing Orders or Request for Quotes (if different from above)

Company Email Address

Contact Information

Richard B. Valdez

Contact Name

President/CEO

Position/Title

303.980.4101

Contact Phone Number

303.980.4107

Contact Fax Number

Contact Email Address (if different than above)

BUSINESS CLASSIFICATION – Please check all that apply and attach supporting documents for these business classifications:

☒ Small Business

☒ Disadvantaged

☐ Woman Owned

☐ Hub-Zone

☐ Business is 51% owned by physically disabled individual(s)

☐ Veteran Owned

☐ Vietnam Veteran

☐ Service Disabled Veteran

ETHNICITY OF BUSINESS – Please check where applicable

☐ Black American

☒ Hispanic American

☐ Asian Pacific American

☐ Subcontinent Asian American

☐ Native American

☐ Caucasian

☐ Other

CONFLICT OF INTEREST

Does this company employ any Adams County employees or their immediate family members? YES ☐ NO ☒

If YES, please explain

Does this company have any financial interests with an Adams County employee? YES ☐ NO ☒

If YES, please explain

Thank you!

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. RMC Consultants, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) 12295 W. 48th Avenue, Unit A	Requester's name and address (optional)
6 City, state, and ZIP code Wheat Ridge, CO 80033	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

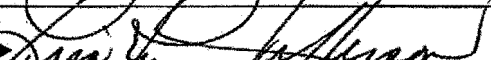
Social security number								
			-					
or								
Employer identification number								
8	4		-	1	1	5	6	4
								8
								6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person 	Date 01/12/2015
------------------	---------------------------------------------------------------------------------------------------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that a FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, §8-17.5-101 *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. §8-17.5-101 *et.seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

Contractor:

RMC Consultants, Inc.

Richard B. Valdez


President, CEO

Proposal Form and Contractors Statement (Addendum #1)

CONTRACTORS STATEMENT: I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

This form is for price comparison purposes only (it is a sample of estimated quantities)

1. Citizen Participation Plan and Community Outreach: 1 at \$16,498
2. Brownfields Inventory: 1 at \$9,944
3. Phase I ESAs: Estimated quantity 10 at \$2,499 = \$24,990
4. Phase II ESAs: Estimated quantity: 4 at \$27,825 = \$111,300
5. Remedial Planning: 1 at \$9,794

Backup documentation for these prices is provided following Section 4.2.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

Addendum #1 ☒

Addendum #2 ☒

RMC Consultants, Inc.

Company Name

12295 W. 48th Avenue

Address

Wheat Ridge, CO 80033

City, State, Zip Code

Jefferson

County

303.980.4101

Telephone

rvaldez@rmc-consultants.com

Email Address

January 8, 2015

Date


Signature

Richard B. Valdez

Printed Name

President, CEO

Title

303.980.4107

Fax

References

RMC is proud of the high technical quality, cost effective, and timely environmental services it provides its clients. Our clients appreciate us and we often win repeat work. We have provided five client contacts, please contact them!

Wheat Ridge Brownfield Assessment Grant

Steve Art, Economic Development/Urban Renewal Manager

City of Wheat Ridge

7500 W. 29th Avenue, Wheat Ridge, CO 80033-8001

303.235.2806 office 720.454.9040 cell

Email: sart@ci.wheatridge.co.us

Ute Ulay Townsite VCUP

Mark Walker, Project Coordinator

[now with Kansas State University]

7363 Lowell Blvd., Westminster, CO 80030

303.962.0944 office 303.902.1441 cell

Email: marwalke@msn.com

Paris Mill VCUP

Gary Nichols, Director

Park County Tourism & Community Development

501 Main St., Fairplay, CO 80440

719.836.4279

Email: gnichols@parkco.us

Former Atlas D Missile Site 4 Projects

Jeffery Skog, Project Manager

Attn: CENWO-PM-HA

106 15th Street, Omaha, NE 68102-1618

402.995.2739

Email: jeffery.a.skog@nwo02.usace.army.mil

Rollinsville Work Center ACM/LBP Survey

Kurt Muenchow, Contracting Officer's Representative

U.S. Forest Service

740 Simms Street, Golden, CO 80401

303.324.6297

Email: kmuenchow@fs.fed.us

Entity Dashboard

- Entity Overview
 - Entity Record
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
 - Reports
- Service Contract Report
- BioPreferred Report
 - Exclusions
 - Active Exclusions
 - Inactive Exclusions
- Excluded Family Members

[RETURN TO SEARCH](#)

RMC CONSULTANTS, INC.

DUNS: 615112125 CAGE Code: 1HLC9

Status: Active

12295 W 48TH AVE UNIT A

WHEAT RIDGE, CO, 80033-7103,

UNITED STATES

Expiration Date: 05/14/2016

Purpose of Registration: All Awards

Active Exclusions

Active Exclusions

This entity does not have any active exclusions.

PRINT

SAM | System for Award Management 1.0

IBM v1.P.40.20151201-1827

WWW2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



USA.gov
Department of Homeland Security

Proposal for
Consulting Services for Brownfields Assessments

RFP# 2015.520

Prepared for



Purchasing Division
Adams County Government Center
4430 South Adams County Parkway
Fourth Floor, C4000A
Brighton, Colorado 80601

Prepared by



12295 W. 48th Avenue, Unit A
Wheat Ridge, Colorado 80033
(303) 980-4101

January 8, 2016, 2 pm

Table of Contents

1	Introduction	1
2	Qualifications of Proposed Team	2
2.1	RMC Consultants, Inc.	2
2.2	Mesa Technical Consultants, LLC	3
2.3	Foothills Environmental, Inc.	3
2.4	Laboratories	4
2.5	Project Organization	4
2.6	Staffing	4
3	Approach to Completing Brownfields Assessments under EPA Grants	8
3.1	Grant Administration	8
3.2	Site Inventory and Prioritization	8
3.3	Public Education/Outreach	9
3.3.1	Public Education	9
3.3.2	Word of Mouth	9
3.3.3	Targeted Mailings	9
3.3.4	One-on-One Meetings	10
3.4	Site Assessments	10
3.4.1	Phase I and Phase II ESAs	10
3.4.2	Asbestos/LBP Surveys	12
3.4.3	Vapor Intrusion Study	12
3.4.4	Drug Lab Assessment	13
3.5	Remediation Plans	13
3.5.1	Voluntary Cleanup Plans	13
3.5.2	Assessment of Remedial Alternatives	14
3.5.3	Materials Management Plans	14
3.5.4	Final Report	14
4	Project Budget and Timeline	15
4.1	Project Costs–New Proposal Form from Addendum #1	15
5	Why Select RMC?	23

Tables

Table 1	Relevant Experience of Proposed Key and Senior Technical Personnel.....	7
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Figures

Figure 1	Project Organization.....	5
Figure 2	Project Timeline	17

Attachments

1. Resumes of Key Personnel
2. Example Documents (separate volume)

Acronyms

ABCA	Alternative Brownfields Cleanup Alternatives
ACM	asbestos containing material
AAI	All Appropriate Inquiries
BTEX	benzene, toluene, ethylbenzene, xylene
CAA	Clean Air Act
CCoD	City and County of Denver
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health and Environment
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CHMM	Certified Hazardous Materials Manager
CIH	Certified Industrial Hygienist
CSP	Certified Safety Professional
CWA	Clean Water Act
DOE	Department of Energy
EPA	U.S. Environmental Protection Agency
ESA	Environmental Site Assessment
FAA	Federal Aviation Administration
FFS	Focused Feasibility Study
Foothills	Foothills Environmental, Inc.
GIS	geographic information system
GPS	global positioning system
GSA	General Services Administration
IDW	investigation-derived waste
LBP	lead-based paint
LTM	long-term monitoring
MBE	minority business enterprise
Mesa	Mesa Technical Consultants, LLC
MMP	Materials Management Plan
NEPA	National Environmental Policy Act
NPDES	National Pollutant Discharge Elimination System
PCB	polychlorinated biphenyl
PCM	phase contrast microscopy
PE	Professional Engineer
PG	Professional Geologist
PID	photoionization detector
PLM	polarized light microscopy
PMP	Project Management Professional
PPE	personal protective equipment
QAPP	Quality Assurance Project Plan
QA/QC	Quality Assurance/Quality Control
RCRA	Resource Conservation and Recovery Act
REC	recognized environmental conditions
REI	Reservoir Environmental, Inc.
RG	Registered Geologist
RFP	request for proposal
RMC	RMC Consultants, Inc.
SAP	Sampling and Analysis Plan
SBA	Small Business Administration
SDWA	Safe Drinking Water Act
SSHP	Site Safety and Health Plan
SMDTF	South Metro Drug Task Force
SVOC	semi-volatile organic compound

TCLP	toxicity characteristic leaching procedure
TCE	trichloroethylene
TPH	total petroleum hydrocarbons
UFP	Uniform Federal Policy
USACE	U.S. Army Corps of Engineers
USFS	U.S. Forest Service
UST	underground storage tank
VCUP	Voluntary Cleanup Plan
VOC	volatile organic compound
WBE	woman-owned business enterprise

1 Introduction

RMC Consultants, Inc. (RMC) is pleased to present this proposal to provide environmental consulting services for Brownfields assessment to Adams County in response to request for proposal (RFP) 2015.520, Consulting Services for Brownfields Assessments. RMC is a minority owned business enterprise (MBE) based in Wheat Ridge, Colorado.

For the work outlined in this solicitation, RMC has selected two team subcontractors to provide specialty services. This team—RMC, Mesa Technical Consultants, LLC (Mesa), a woman-owned business enterprise (WBE) and Foothills Environmental, Inc. (Foothills) an MBE—is currently working together on a Brownfields Assessment Grant project for the City of Wheat Ridge with exactly the same scope of work as that outlined in this RFP. Our Team's combined experience providing Phase I/Phase II Environmental Site Assessments (ESAs), hazardous materials investigations, asbestos-containing material (ACM) and lead-based paint (LBP) assessments, preparing Alternative Brownfields Cleanup Alternatives (ABCA) and remedial action plans, and supporting public education and community involvement activities for federal, state, and local agency clients covers every detail of the scope outlined in the RFP.

Our experienced Team is made up of two MBEs and one WBE that will ensure we meet the U.S. Environmental Protection Agency's (EPA) and Colorado Department of Public Health and Environment's (CDPHE) 6.1 percent MBE and 6.6 percent WBE goals for construction, supplies, services, and equipment for this contract. If additional work will be subcontracted, RMC will comply with the EPA's Good Faith Efforts to the extent possible based on the level of effort of the project and the timeframe for selecting a subcontractor to meet MBE and WBE goals.

Mesa is an environmental consulting firm that will assist with public education and involvement activities, such as public meetings and one-on-one meetings; prepare presentations, newsletters, and other public education documents; and provide technical review of work products. Foothills is an environmental consulting firm specializing in industrial hygiene services. Foothills will provide ACM and LBP surveys, drug lab assessment (if necessary), and indoor air surveys for the contract.

In addition to our Team subcontractors, we will also subcontract with two laboratories that are currently working with us on our current Wheat Ridge Brownfields Assessment Grant project:

The RMC Team provides the City of Northglenn with the following benefits:

- ◆ **A local Team made up of small MBE/WBEs with more than 25 years of relevant experience** conducting a full range of environmental services—Phase I ESAs to site remediation and closure.
 - ◆ A Team currently working together and successfully executing a Brownfields Assessment Grant for the City of Wheat Ridge—we've completed 17 Phase I and 7 Phase II ESAs, as well as 7 asbestos/LBP surveys in the last 2 years.
 - ◆ Experience coordinating with EPA and completing Brownfields grant forms and reports, including entering data into the ACRES database
 - ◆ A streamlined and responsive Team organizational structure with clearly defined roles, responsibilities, and lines of authority.
 - ◆ Experience providing community involvement/public meeting support to federal, state, and local agency clients
 - ◆ **A financially sound corporation** in compliance with the Federal Acquisition Regulations and Cost Accounting Standards
-
- ◆ TestAmerica, Inc.: soil, waste and water analyses
 - ◆ Reservoirs Environmental, Inc.: asbestos and air quality analyses

Our proposal structure is presented below.

Section 1. Qualifications of Proposed Team

Section 2. Past Brownfields Experience

Section 3. Approach to Completing Brownfields Assessments under EPA Grants

Section 4. Costs

Attachment 1: Resumes of Key Personnel

Attachment 2. Example Brownfields Documents (separate volume)

2 Qualifications of Proposed Team

This section briefly discusses the background and experience of RMC and its team subcontractors, our proposed project organization, and key personnel to be assigned to the project. All key personnel discussed below *will* be assigned to the project. Our Team members and proposed key personnel are all working on a Brownfields Assessment Grant project for the City of Wheat Ridge, Colorado. We understand what is necessary to complete Brownfields projects according to EPA, ASTM, and CDPHE regulations and standards.

Our Team is familiar with Adams County and the proposed area of redevelopment. We have completed several Phase I ESAs in Adams County, as well as a recent project (March 2015) to repair the flood-damaged berms at Mann Lakes in Brighton.

2.1 RMC Consultants, Inc.



RMC was established in 1990 to provide environmental, scientific, engineering, technical, construction,

and administrative support to federal, state, and local government agencies and private clients. We are a stable, highly respected company located in Wheat Ridge, Colorado that employs more than 30 technically diverse professionals and support personnel. RMC was ranked as number 27 of the top 50 minority-owned businesses in Colorado by *ColoradoBiz* magazine in 2013. Our staff offers Adams County expertise in Brownfields program/project management; environmental science and engineering; geology, natural resource management; cost estimating; permitting, auditing and regulatory compliance; waste management; construction oversight and management; and administrative and technical support.

RMC's motto is **plan carefully and execute precisely** and focuses on client responsiveness and satisfaction. Our flat management structure empowers our employees to execute projects in the most efficient manner, which, in turn, leads to staff retention. We know that Brownfields projects don't always work out as planned, due to weather, unknown site conditions, or changes in the client's priorities. Our employees are flexible and can suggest modifications to tasks to meet these changing conditions. Many of our senior managers have been with the firm for more than ten years.

RMC has **successfully completed more than 500 projects** under EPA Brownfields Assessment Grants; the Colorado

Summary of RMC Team Demonstrated Experience

1. Grant Administration

- ◆ Since 2013, actively managed grant for City of Wheat Ridge by preparing site eligibility determinations, site access agreements, EPA AAI forms and AAI Reliance Letters, EPA ACRES database management, quarterly project updates, and coordinated with developers/owners

2. Public Outreach

- ◆ Prepared posters, presentations and fact sheets for two public meetings regarding Brownfields assessments
- ◆ Periodically updated City of Wheat Ridge website with grant progress information; wrote articles for newsletter
- ◆ Wrote letters to property owners in targeted areas to interest them in redevelopment and environmental assessment

3. Site Inventory: Identification/prioritization/selection

- ◆ Worked closely with City of Wheat Ridge to evaluate information gathered by Wheat Ridge 2020 and prepare a site inventory
- ◆ Conducted research to identify sites that had greatest potential for environmental contamination

4. EPA Coordination and Site Approval

- ◆ Prepared all documents required by EPA for obtaining site approval, reporting on site results, and grant progress for City of Wheat Ridge
- ◆ Prepared quarterly progress/budget reports to EPA

5. Site Assessment

- ◆ Brownfields experience exceeds 25 years
- ◆ Completed hundreds of Phase I/II ESAs and received commendations from clients
- ◆ Completed asbestos/LBP surveys, asbestos abatement oversight, as well as hazardous materials evaluations of six CDOT corridors
- ◆ Current Brownfields work for City of Wheat involved preparing programmatic UFP-QAPP, SAP, and SSHP, which are updated for each site. Team conducts Phase I and Phase II ESAs, performs public involvement, and citizen/developer interaction
- ◆ Site contaminants included petroleum, solvents, pesticides/herbicides and other organic chemicals, and metals

6. Remediation Plan

- ◆ 20 years' experience conducting VCUPs
- ◆ Prepared draft and final VCUP for Ute Ulay Townsite (Hinsdale County, Colo.), within 4 weeks of contract award and received CDPHE approval 2 weeks later; awarded remediation
- ◆ Developed VCUP and performed remediation for Paris Mill, a key site in the South Park Nat'l. Heritage Area being developed by Park Co. Tourism and Community Development

7. Final Report

- ◆ Developed outline for City of Wheat Ridge's Brownfields Assessment Grant final report

Voluntary Cleanup Program; Comprehensive Environmental Responses, Compensation, and Liability Act (CERCLA); Resource Conservation and Recovery Act (RCRA); Clean Water Act (CWA), Clean Air Act (CAA); National Pollutant Discharge Elimination System (NPDES); National Environmental Policy Act (NEPA); Migratory Bird Treaty Act; as well as and other state and local regulations.

As a federal contractor since 1990, we have Cost Accounting Standard controls in place to manage subcontractors and document expenses, e.g., established policies and procedures for expense reimbursement, timekeeping, and invoicing for EPA. Our accounting system, Deltek Premier, tracks individual project and program details that can be summarized for clients when requested. RMC's finances are reviewed annually by an independent auditor to verify our financial soundness and adherence to Internal Revenue Code. We have extensive experience executing contracts for federal, state, and local agencies and submit accurate and timely progress reports and invoices to our government clients.

RMC's role on contract: As prime contractor, RMC will manage the contract and be the sole point of contact for all projects, as well as perform the following work outlined in the RFP:

- ◆ Manage prime contract and subcontracts
- ◆ Assist County with reporting on the EPA Brownfields grant—including preparing EPA Site Eligibility Forms, EPA All Appropriate Inquiries (AAI) checklists, AAI Reliance Letters (when needed), ACRES property profile forms, Quality Assurance Project Plan (QAPP) checklists, and quarterly reports to EPA with expenditures
- ◆ Coordinate with County to prepare a site inventory and priority list, geographic information system (GIS) map, and database for the target area between Pecos Street and Federal Boulevard
- ◆ Conduct Phase I ESAs according to ASTM E1527-13, including recommendations for Phase II ESAs, if necessary
- ◆ Prepare UFP-QAPP for contract according to the Uniform Federal Policy for Quality Assurance Project Plans, Rev. 1, March 2012
- ◆ Modify the project Work Plan, Field Sampling and Analysis Plan, and Health and Safety Plan for specific Phase II ESAs in according to ASTM E1903-11
- ◆ Obtain all necessary drilling permits and utility clearances
- ◆ Conduct Phase II ESAs, including sampling of soil, vapor, and groundwater (as necessary) and installing temporary groundwater monitoring wells

- ◆ Develop traffic plans as necessary to allow drilling and investigation at sites within active roadways
- ◆ Characterize and dispose of any investigation-derived waste (IDW)
- ◆ Return sites of Phase II ESAs to the previous or better condition
- ◆ Perform quality assurance/quality control (QA/QC) of analytical data generated during the ESAs
- ◆ Prepare Phase II ESA reports
- ◆ Prepare ABCAs or remedial action plans for selected sites based on Phase II ESA results, as well as Materials Management Plans for remedial activities
- ◆ Support community involvement/outreach activities and community meetings
- ◆ Accompany County personnel to meetings with individual property owners
- ◆ Perform Geographic Information System (GIS) mapping/database activities as necessary

2.2 Mesa Technical Consultants, LLC



Mesa is a Jefferson County-based small, woman-owned business established in 1998 to provide consulting services in environmental science, hydrogeology, public involvement/education, marketing, and technical writing/editing. Mesa has managed numerous environmental projects, including Phase II ESAs, and has extensive experience preparing newsletters, factsheets, presentations, and trainings about environmental projects and regulations for state and federal agencies, as well as the general public. Mesa has worked with RMC since 2009 and currently provides community involvement/public education support to RMC on the Wheat Ridge Brownfields Assessment Grant project, as well as other environmental projects for the U.S. Forest Service, U.S. Army Corp of Engineers (USACE), EPA, and other state and local agencies.

Mesa's Role on contract: Mesa will prepare Brownfields public education materials, presentations, newsletters, mailings and website updates; write the Citizen Participation Plan; participate in one-one-one meetings, public meetings, and open houses; and support the County's public education/involvement activities.

2.3 Foothills Environmental, Inc.



Foothills, a Lakewood-based MBE, was established in 1998 to provide cost-effective environmental, industrial hygiene, and occupational safety expertise to government, commercial, and private clients. Since that time, Foothills has grown into a successful consulting firm with a highly trained and certified professional staff committed to understanding the

needs and expectations of each client. Foothills' clients include the Department of Energy, USACE, Los Alamos and Lawrence Livermore National Laboratories, various branches of the Department of Defense, and Jefferson County Schools, and various other Colorado City and County governments. Foothills holds the following State of Colorado and EPA certifications:

- ◆ Colorado Certified Asbestos Consulting Firm
- ◆ Colorado State Certified Lead-Based Paint Consulting Firm
- ◆ EPA Certified Firm for Renovation, Repair and Painting Rule
- ◆ Successful participant in the AIHA Proficiency Analytical Testing Program

With a full-time staff of health and safety professionals, including two Certified Industrial Hygienists (CIH), one Certified Safety Professional (CSP) and one Certified Hazardous Materials Manager (CHMM), Foothills has the capacity to provide staff with the appropriate training and certifications when required. Foothills has worked with RMC for the last three years and is currently assisting RMC on the Wheat Ridge Brownfields Assessment Grant project.

Foothills' Role on Contract: For this project, Foothills will perform ACM and LBP surveys, design and oversee abatement activities, assist RMC in managing asbestos-containing soil, perform indoor air surveys, and design and oversee any drug laboratory sampling and cleanup activities.

2.4 Laboratories



TestAmerica is the leading environmental testing firm in the United States, with more than 90

locations nationwide providing innovative technical expertise and comprehensive analytical testing services. Specialty analyses include source and ambient air, aquatic toxicity, explosives, specialty organics, dioxins, drinking water, sediments and tissues, emerging contaminants, radiochemistry and mixed waste testing. TestAmerica is NELAP certified and routinely performs EPA-approved methods. TestAmerica's local laboratory is located in Arvada, Colorado.

TestAmerica's Role on Contract: TestAmerica will provide soil, water, and waste sample analyses for this contract.



Reservoir Environmental, Inc. (REI) is a Denver-based, full-service environmental laboratory specializing in analysis of asbestos in air, soil, bulk samples, and water. For nearly two decades, they have provided analytical services to the Rocky

Mountain and Gulf Coast Regions. REI has extensive experience in mineral identification and holds accreditations through the National Voluntary Laboratory Accreditation Program and American Industrial Hygiene Association. They can analyze for bulk and airborne asbestos analysis testing laboratory specializing asbestos and lead analyses.

REI's Role on Contract: REI will perform asbestos, lead, and air analyses for the contract.

2.5 Project Organization

RMC's proposed project organization is provided in Figure 1. RMC's project organization for this contract is presented on Figure 1. RMC's role on this contract will be to manage all work assigned to our team. Our Project Managers will select the appropriate team members to perform the assigned tasks, estimate the project costs and schedule (working with the selected subcontractor when necessary). The Project Managers and key technical RMC and subcontractor personnel report to the Program Manager, who is the primary contact for the County. Our QA/QC and Safety and Health Managers are provided autonomy to fully execute their work assignments. They provide the Project Managers with the information necessary to complete the project tasks according to current regulations.

2.6 Staffing

The RMC management team is introduced below. All management personnel have extensive experience preparing UFP QAPP in accordance with EPA guidelines.

David Groy, PG, RMC's Senior Vice President, is the proposed Program Manager and Primary Project Manager. Mr. Groy has more than 30 years of experience conducting all types of environmental and Brownfields investigations, voluntary cleanup actions, remedial actions, and community relations activities and 13 years of program management experience involving multi-million dollar federal and state contracts. He will be the primary contact for the County.

Mr. Groy is currently the Program Manager for RMC's Brownfields environmental consulting contract with the City of Wheat Ridge to implement a Brownfields grant they were awarded by EPA. Under this contract, RMC has performed Phase I and Phase II ESAs, prepared hazardous materials management plans, and conducted asbestos and LBP surveys at multiple sites, as well as supported community relations and public meetings related to City's Brownfields redevelopment efforts. Mr. Groy is a registered Professional Geologist (PG) and holds an M.A. degree in Environmental Policy and Management.

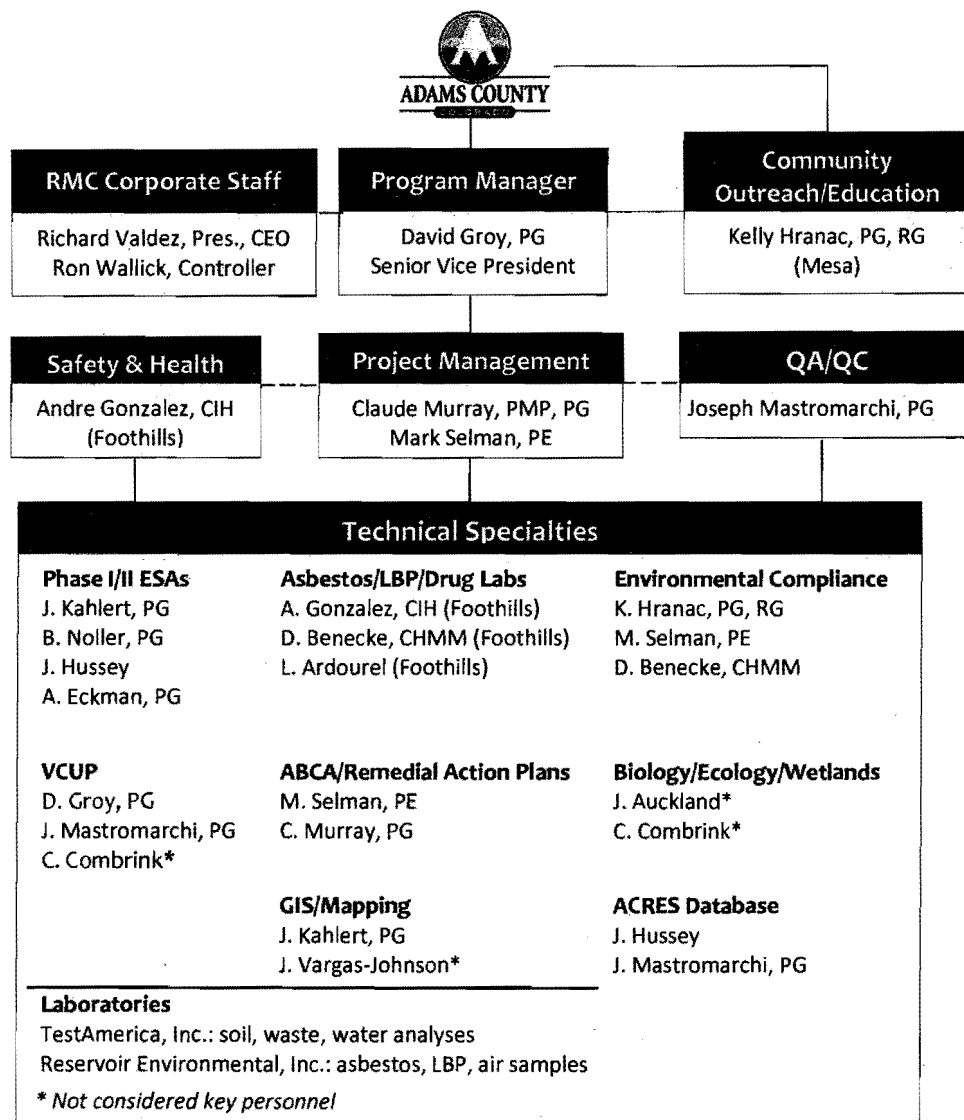
Claude Murray, PG, PMP, is a proposed **Project Manager** for this contract. Mr. Murray has more than 30 years of experience conducting and managing environmental/Brownfields investigations, remedial/removal actions, air and stormwater permitting, stream restoration, long-term monitoring, and hazardous materials assessments/disposal activities. Mr. Murray has 16 years of project management experience and is a certified Project Management Professional (PMP), as well as a PG and Professional Hydrogeologist. He is currently working on RMC's Brownfields environmental consulting contracts with the City of Wheat Ridge and City and County of Denver (CCoD). Mr. Murray holds a B.S. degree in Geology.

Mark Selman, Professional Engineer (PE), is also a proposed **Project Manager**, as well as our **Senior Environmental Engineer**.

Mr. Selman has more than 32 years of experience in environmental science and engineering—serving as project engineer, project manager, senior engineer, and technical director. His depth of experience in remedial engineering and environmental regulations (e.g. RCRA, CERCLA, TSCA) has guided many public and private sector clients to successful and cost-effective solutions to their challenging environmental projects. Mr. Selman has designed remediation systems for a variety of organic contaminants in soil and groundwater, with extensive experience remediating petroleum contaminants. He holds a B.S. in Environmental Resource Management and an M.S. in Environmental Pollution Control/Civil Engineering. Mr. Selman is a Professional Engineer (PE) in Colorado, Wyoming, Washington, Oregon, and Georgia.

The proposed **Safety and Health Manager, Andre Gonzalez**, is a Certified Industrial Hygienist (CIH) with more than 24 years of experience providing safety and industrial hygiene support for environmental, petroleum, Brownfields, demolition, construction, asbestos/LBP abatement, drug-lab cleanup, nuclear, and in-door air and vapor intrusion

Figure 1 Project Organization



projects. Mr. Gonzalez is currently providing asbestos/LBP survey/abatement oversight services to RMC on our Wheat Ridge Brownfields contract. He is the owner and President of Foothills Environmental, Inc. Mr. Gonzalez holds a B.A degree in Biology.

Joseph Mastromarchi, PG is the proposed QA/QC Manager.

He is a hydrogeologist with 20 years of experience in environmental consulting, with an emphasis on subsurface investigations and site characterization. He has extensive experience performing drilling, borehole logging, and well installation oversight; aquifer testing; global positioning system (GPS) mapping, collecting environmental samples, and treating investigation-derived wastes (IDW). Mr. Mastromarchi is experienced in data validation and verification using EPA's National Functional Guidelines. He has experience preparing Phase I ESAs and conducting Phase II ESAs and currently works on RMC's Brownfields

Assessment Grant project for the City of Wheat Ridge. He holds a B.S. degree in Geology and is a PG.

Kelly Hranac, President of Mesa Technical Consultants, is the proposed Public Education/Outreach Manager. She is a hydrogeologist with more than 30 years of experience working in the environmental industry. Ms. Hranac has extensive experience as a hydrogeologist, participating in public meetings, writing and editing technical environmental reports and journals, as well as preparing and presenting presentations and workshops on environmental regulations and technical projects. She is the Public Education/Outreach Manager for RMC's Wheat Ridge Brownfields Assessment Grant project. Ms. Hranac holds a B.A. in Geology and certification as a PG, as well as a Registered Geologist (RG) in California.

RMC has selected a highly experienced technical team to work with the Adams County on this Brownfields Grant. All staff proposed for this contract have worked for state or local agencies on Brownfields projects and nearly all have worked with RMC on our current Brownfields Assessment Grant projects for the City of Wheat Ridge. We have summarized the education, degrees, technical and scientific experience, and professional registrations of our proposed personnel on Table 2. Brief resumes of our proposed management and key personnel are provided in Attachment 1.

Table 1 Relevant Experience of Proposed Key and Senior Technical Personnel

Management Personnel, Discipline; Specialty or Position	Years of Environmental Experience	Highest Degree	Professional Registration	Wheat Ridge Brownfields Assessment Grant	Brownfields Site Assessment/EPA Grants	Planning Documents (WP, UFP-QAPP, SAP, SSHP)	Phase I/II Environmental Site Assessments	Colorado Voluntary Cleanup Program	Asbestos/LBP Surveys/Abatement Oversight	Vapor Intrusion/Indoor Air Surveys	Drug Lab Sampling/Cleanup Oversight	Soil/Water/Waste Sampling	Community Involvement/Public Meetings	Evaluate Remedial Options/Risk Assessment	Hydrogeologic/Water Quality Studies	Stormwater Planning, BMPs, Permits	Interaction with Regulators/Stakeholders	QA/QC and Data Validation of Analytical Data	GIS Databases, Assessment, Maps
David Groy, Geology; <i>Program Manager</i>	33	MA	PG	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Claude Murray, Geology; <i>Project Manager</i>	33	BA	PG, PMP	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Mark Selman, Environ. Engineering; <i>Project Manager</i>	33	MS	PE		✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Kelly Hranac (Mesa), Hydrogeology; <i>Community Outreach/Education Mgr.</i>	33	BA	PG, RG	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓
Andre Gonzalez (Foothills), Ind. Hygiene; <i>Health & Safety Manager</i>	22	BA	CIH	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓		✓	✓	✓
Joseph Mastromarchi, Hydrogeology; <i>QA/QC Manager</i>	24	BS	PG	✓	✓	✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
Senior Technical Personnel, Discipline; Specialty																			
Ann Eckman, Geology; <i>Phase I/II ESAs</i>	26	BS	PG		✓	✓	✓	✓				✓	✓	✓	✓		✓	✓	✓
Jennifer Hussey, Geology; <i>Phase I/II ESAs, ACRES database</i>	18	MS	—	✓	✓	✓	✓	✓		✓		✓	✓	✓	✓	✓	✓	✓	✓
Jason Kahlert, Geology; <i>Phase I/II ESAs, Sampling, VCUP, GIS</i>	21	BS	PG	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Julia Auckland, Biology; <i>Wetlands/Biological Assessment</i>	16	MS	—			✓	✓									✓	✓	✓	✓
Lyle Ardourel, (Foothills) <i>Asbestos/LBP Surveys and Abatement Oversight</i>	25	—	—	✓	✓	✓		✓	✓	✓		✓		✓			✓		
Daniel Benecke, (Foothills), Geology; <i>Asbestos/LBP, Environ. Compliance</i>	27	MS	CHMM, PG	✓	✓	✓	✓	✓	✓	✓		✓		✓		✓	✓	✓	
Ben Noller, Geology; <i>Phase I/II ESAs, VCUP, UST Site Assessment</i>	23	MS	PG, CSP	✓	✓	✓	✓	✓		✓		✓	✓	✓	✓	✓	✓	✓	

Notes: all abbreviations as previously defined

VCUP: Voluntary Cleanup Plan

3 Approach to Completing Brownfields Assessments under EPA Grants

The RMC Team has performed many Phase I/II ESAs, hazardous materials assessments, ACM/LBP building surveys, and community involvement projects with exactly the same scope of work requested in this RFP for federal, state, and local agencies in Colorado and other western states. Many of these projects included agency negotiations and use of EPA Brownfields grant money. Together, RMC and our team subcontractors can provide the full range of technical and scientific support necessary to successfully execute the work outlined in this RFP. The sections below discuss our experience and technical approach to each of the tasks outlined in the RFP.

3.1 Grant Administration

RMC's Team has first-hand, recent knowledge and experience guiding clients to meet EPA grant administration and other federal requirements. Through a highly competitive written proposal and interview process, RMC was selected by the City of Wheat Ridge to support their Brownfields Assessment Program. Over the past two years, we've supported the City and the EPA, on a diverse scope of Brownfield redevelopment initiatives. We have assisted the City with the full range of grant administration tasks:

- ◆ Reviewing site inventory and preparing site priority list.
- ◆ Preparing and coordinating submission of City and EPA Site Eligibility Forms for proposed properties.
- ◆ Developing a programmatic UFP-QAPP, Sampling and Analysis Plan (SAP), Work Plan, and Site Safety and Health Plan (SSHP) for the overall grant. This included EPA Region 8 QA Document Review Crosswalk tables that the ensured accuracy and thoroughness of our planned work.
- ◆ Preparing a QAPP checklist for EPA approval for each Phase II ESA, which updates the programmatic UFP-QAPP for site-specific conditions.
- ◆ Preparing an AAI Checklist for EPA for each Phase I ESA completed.
- ◆ Preparing AAI Reliance Letters when requested, which allows a third party (potential purchaser or developer) to rely on the Phase I or Phase II ESA prepared for our client.
- ◆ Setting up, populating, and maintaining the EPA ACRES database, including preparing Property Profile Forms for EPA approval before entry into ACRES.
- ◆ Conducting additional research for sites at regulatory agencies.
- ◆ Reallocating budgeted grant money as needed to maximize use of grant monies.
- ◆ Coordinating and participating in meetings with City staff, property owners, Wheat Ridge 2020, and developers.
- ◆ Preparing quarterly reports with budget expenditures for EPA approval.

Email re: Draft EPA Quarterly Report (Jan.–Mar. 2015)

The report looks great. Please prepare the submittal.

Steve Art, Economic Devel. & Urban Renewal Mgr.
City of Wheat Ridge

3.2 Site Inventory and Prioritization

Our approach to completing this task is proven and based on methods we successfully used on Wheat Ridge's Brownfields Grant projects. One redeveloped site on which we performed Phase I and Phase II ESA is valued at \$24 million and includes a 27,000-square-foot grocery store (Sprouts) and a 64-unit senior living center (Morningstar). RMC actively worked with the City of Wheat Ridge by researching their initial list of potential sites to identify those sites most likely to have environmental contamination resulting from past site activities. Using this information and the City's priorities for redevelopment, we drafted letters that were sent to property owners in the targeted areas explaining the benefits of having a Phase I ESA performed for their properties under the City's grant. In essence, our strategy was (and will be for Adams County) to minimize liability and maximize property values for stakeholder properties in the Brownfields program.

The RMC Team will work with County staff to develop a list and map of potential sites within the area(s) to be redeveloped whose revitalization would most benefit the County. Using available information, we will work collaboratively with County staff to screen the sites on the list against key metrics such as the potential for contamination from past property uses; the potential for community exposure to contaminants; site location, access, and size; the property's economic redevelopment potential and fit with the County's comprehensive development plan; visual blight; and community priorities. EPA Region 8's Brownfields Program Site Eligibility Determination Outline will be used as a guide while creating the inventory.

Once the inventory has been compiled, we will enter the site information (e.g. addresses, acreage, owner, occupant(s), structures, historic land use) into an Access

database for tracking progress on each site. We will then meet with the County to assist with area-wide planning for Brownfields-impacted areas and prioritize the potential sites for Phase I ESAs. All inventory and area-wide planning information will be shown on a GIS map that can be updated to show actions completed or proposed for the selected sites.

3.3 Public Education/Outreach

RMC has provided public outreach and education for a variety of clients over the years, at sites that were under federal oversight, such as Superfund sites, RCRA sites, and Formerly Used Defense Sites; as well as state and local sites or programs, such as the Wheat Ridge Brownfields Assessment Grant. We are proposing the same team for this project that has successfully completed public education/outreach activities for the City of Wheat Ridge: David Groy, PG, for Primary Project Manager/Program Manager, and Kelly Hranac, PG, for Public Education/Outreach Manager.

We have written Public Involvement Plans (example provided Attachment 2), developed project websites, held public meetings, and worked with stakeholders on many high-profile projects—including a project involving a 12-mile trichloroethene (TCE) groundwater plume associated with F.E. Warren Air Force Base in Cheyenne, Wyoming. We know the process and have templates developed for public outreach that will streamline public outreach and conserve the County's Brownfields funds.

Our approach to Brownfields projects involves providing education materials and facilitating effective communication and collaboration between the County and local stakeholders: citizens, property owners, and site developers regarding the benefits of the County's Brownfields Redevelopment Program. This process will increase participation in the grant program and spur redevelopment efforts. We will help the County develop an application form that interested property owners can fill out to provide the County with key criteria regarding the property. We will also assist the County in developing criteria for evaluating the forms. Some of the most effective techniques we used on the Wheat Ridge project are described below.

3.3.1 Public Education

RMC has used a variety of public education activities to get the word out about Brownfields Assessment Grants: public meetings; posting information on the City or County's website; preparing factsheets that City or County personnel can hand out when meeting with property owners, realtors, or developers; and publishing articles about the grant

program in the local newspaper. We will provide the coordinate with the County in developing the materials and use materials we developed for other Brownfields grants to streamline the process. The primary topics of these education activities will be:

- ◆ Perceived or actual contamination on a property can lower the price offered or even prevent sale of a property
- ◆ Properties perceived to be contaminated impact the sale of neighboring properties, property values in the area, and community and economic development
- ◆ Contaminated properties may pose an environmental hazard to those living or working nearby due to indoor air, soil, or groundwater contamination
- ◆ Funding sources (i.e., Assessment Grants, Cleanup Grants, Multi-Purpose Pilot Grants, Revolving Loan Fund Grants) and tax incentives that can be used to remediate a property if contamination is confirmed during the Phase II ESA
- ◆ Brownfields redevelopment can create jobs and enhance livability in the community, as well as increase public revenues

3.3.2 Word of Mouth

Word of mouth is essential. We have found that initial public meetings for grant projects often draw few participants, but once people start talking about the program in informal settings interest in the Assessment Grant grows. To increase these informal discussions, RMC will ensure that key County personnel in various departments (e.g., Community & Economic Development, Strategic Planning, Engineering) are aware of the grant, understand how the money can be used, and mention the grant and its benefits to property owners, local realtors, and prospective developers. We will provide them with factsheets and application forms that the property owner can fill out to begin the process for using grant funds.

3.3.3 Targeted Mailings

The prioritized site inventory will be used to identify property owners in targeted areas to receive targeted mailings that describe the Brownfields Assessment Grant Process, how the funds can be used, and the benefits of the program to property owners who are considering sale or

Post Award Brownfields Grant Audit, Bill Rothenmeyer, EPA Region 8, 11/18/2015, regarding Wheat Ridge Brownfields Assessment Grant

Mr. Rothenmeyer stated in the audit report, "Assessment reports are of high technical quality..."

redevelopment of their properties. These mailings will also include the application form to be evaluated for grant funds.

3.3.4 One-on-One Meetings

One-on-one meetings are often most successful once a property owner or developer is considering or has decided to have the County's contractor conduct a Phase I or Phase II ESA or after an ESA has been performed. These meetings can then answer questions specific to the site in question and provide direction should remediation be required (e.g., sources of financing, remediation costs).

3.4 Site Assessments

RMC has recent, successful experience coordinating Phase I and Phase II ESAs with EPA to obtain approval for the assessments, as well as the planning documents necessary to conduct a Phase II ESA: programmatic UFP-QAPP, updated site-specific UFP-QAPP, SAP, and SSHP. Once the assessments are completed, we have experienced staff to complete the reports, fill out the required forms for EPA (e.g., EPA QA/QC checklist) and update the ACRES database.

RMC Team personnel have completed hundreds of Phase I ESA studies for federal, state, local agencies, as well commercial and industrial sites, focusing on Colorado and the western U.S. Our experience completing environmental due diligence on real properties from vacant lots to industrial complexes gives our Team a unique understanding of the types of issues that must be addressed prior to commercial property acquisition or transfer.

Additionally, we understand the varying goals that may come into play among stakeholders. For example, developers may want to cleanup/develop sites that will attract business and create more economic value, while individual owners of smaller sites may be financially burdened and less willing to conduct assessments and cleanups. Our knowledge of the general goals of developers, smaller property owners, the community, and the intricacies of the EPA Brownfields assessment grant program ensures Adams County that all potential grant recipients will be treated with respect and given the attention required to successfully complete the agreed-to work.

3.4.1 Phase I and Phase II ESAs

Our Team has more than 25 years of corporate due diligence expertise. Our personnel are trained in completing Phase I and Phase II ESAs in strict compliance with the most current ASTM standard (E1527 and AAI rule for Phase I ESAs and ASTM E1903-11 for Phase II ESAs). We have highlighted several of our recent or unique Phase I/II ESA projects below. We have also included example projects where we performed associated surveys that may be required as part

of a Phase II ESA:

- ◆ Asbestos and LBP building inspections, often required on sites undergoing Phase I and Phase II ESAs due to the age of the buildings on the site
- ◆ Vapor intrusion studies, required where there is documented soil or groundwater contamination beneath or near at property
- ◆ Assessments of suspected former drug laboratories

As stated previously, we have proposed our most experienced staff to assist Adams County with its EPA Brownfields Assessment Grant. Several of our proposed staff worked on each of the projects discussed below.

Phase I/II ESAs of Brownfields Properties, Wheat Ridge, Colorado. Over the last 2 years, RMC has performed 17 Phase I ESAs and 7 Phase II ESAs for the City of Wheat Ridge under their EPA Brownfields Assessment Grant—exactly the same type of grant awarded to Adams County. Properties evaluated have included vacant lands, commercial properties, historic agricultural lands, historic gasoline stations and dry cleaning properties, historic schools, and residential houses. Each report provided the following required information (according to the ASTM Standard):

- ◆ Detailed research on past owners' or tenants' activities on site (e.g., topographic maps, aerial photographs, local street directories, fire insurance maps, property tax files, land title records, building department records, zoning/land use records)
- ◆ Obvious indicators of contamination (e.g., soil or groundwater, vapor, ACM or LBP in buildings)
- ◆ Site physical setting
- ◆ Findings from reconnaissance of subject property and adjoining property
- ◆ Current site occupants and operations
- ◆ Summary of findings and conclusions
- ◆ Recommendations for further investigations, if indicated
- ◆ Results of searching environmental federal, state, and tribal regulatory records

Email from Bill Rothenmeyer, EPA Region 8, 4/14/2015, re: Wheat Ridge Brownfields Assessment Grant

David [Groy], Steve [Art],

As you requested, I reviewed the Phase I report for XXXX Youngfield Street. I found it to be well prepared and have no comments.

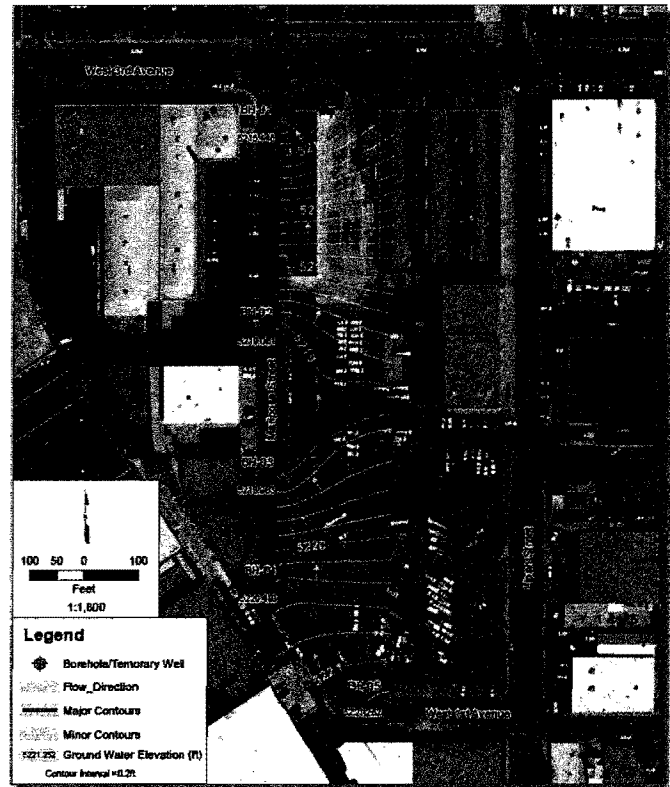
One example project is the Phase I and Phase II ESAs we performed on a six-acre parcel that is the City's largest redevelopment effort in nearly three decades. The project is valued at \$24 million and includes a 27,000-square-foot grocery store (Sprouts, now open), a 64-unit senior living center (Morningstar), and other improvements. An example Phase I ESA, Field Sampling Plan, and Phase II ESA completed for this contract are provided in Attachment 2.

Phase I/II ESAs, CCoD. In 2014, RMC was awarded a task order contract by the CCoD to provide environmental consulting services, including Phase I/II ESAs, remediation planning, remediation, and underground storage tank (UST) removals. Under this contract we have completed three Phase I ESAs according to ASTM standards, and one Phase II ESA. The Phase II ESA involved installing five borings and temporary groundwater monitoring wells in a right-of-way where CCoD planned to install a new stormwater sewer line. The results of our Phase II ESA indicated that the soils generated during construction would meet CDPHE screening levels and could be reused; however, vapors emanating from the soils require air monitoring and implementing engineering controls to protect the construction workers.

Phase I/II ESA, Residential and Commercial Property, Loveland, Colorado. RMC completed a Phase I ESA for Colorado Department of Transportation (CDOT) on this property on East Highway 402 in Loveland in September 2014 and recommended that a limited Phase II ESA be completed due to an identified recognized environmental condition (REC) on the property. The REC was the likely presence of a hazardous substance or petroleum product in the soil. RMC installed four boreholes and selected four samples for chemical analysis based on photoionization detector (PID) readings of the soil vapor.

RMC recommended a more thorough investigation of the site before purchase by CDOT. Among the reasons for this recommendation were the following facts: a relatively large number of hazardous constituents were detected, several analytical parameters approached the CDPHE standards, the extent of contamination was not identified, a potential source for the hydrocarbon contamination was identified, and groundwater at the site may have been impacted

CDOT Hazardous Materials Phase II Site Investigation, I-25 and 6th Avenue/Burlington Northern Santa Fe Railroad Bridge Replacement. RMC completed this project for CDOT under strict time constraints during the December holiday season. Work was completed at night to minimize traffic delays. We prepared an SAP for CDOT approval and a SSHP to define the work, as well as Traffic and Street Occupancy



Map from Phase II ESA for CCoD

Plans. We drilled four boreholes and installed temporary monitoring wells. Soil and groundwater samples were collected and analyzed for volatile organic compounds (VOCs), metals, pesticides, herbicides, polychlorinated biphenyls (PCBs), and asbestos to characterize potential risks to workers and the general public when construction took place.

Phase I/II ESAs, Cabeza De Baca Ranch, Saguache County, Colorado. This project, performed for the National Park Service, was one of the largest Phase I due diligence studies involving real estate transactions completed in the state of Colorado. The project involved a 97,000-acre historic ranch located adjacent to the Great Sand Dunes National Park that was considered critical to the long-term preservation and conservation of the unique natural and cultural resources in this region. In the course of preparing the Phase I ESAs, we evaluated structures, agricultural practices, historic industrial operations, mining sites, underground storage tanks, historic homesteads, and water wells. All work was completed under very tight time constraints. RMC received commendations for Phase I and II ESAs completed on this project.

Phase I/II Hazardous Materials Studies for Road Improvements, Arvada, Colorado. For CDOT, RMC performed Phase I and Phase II hazardous material studies

involving the Wadsworth-Grandview bypass in Aravda, a key north-south arterial involving railroad right-of-way issues, leaking USTs, public involvement, property acquisition, and expert witness. RMC received the following commendation from the CDOT Project Manager.

Excerpt from letter to David Groy

Your dedication to the project team was valuable in the preparation and completion of the Environmental Assessment and Finding of No Significant Impact (FONSI)...The Wadsworth Grandview project included many different environmental issues including the analysis and remediation recommendations for the Lucky Mart gas station provided by your office...Your firms' contribution lead to a successful project that was completed on time and within budget. I would like to commend and thank you for a job well done.

John Schwab, PE, Resident Engineer
CDOT, Region 6 North



3.4.2 Asbestos/LBP Surveys

Our Team has established procedures for assessing ACM/LBP in buildings and soil, preparing bid specifications for abatement, overseeing abatement, and final clearing of the site. Several project examples are briefly described below.

Asbestos/LBP Inspections for City of Wheat Ridge Brownfields Assessment Grant Properties. As part of our Phase II ESAs for the City of Wheat Ridge contract, RMC and Foothills also conducted asbestos and LBP surveys for buildings on seven properties. The results of these surveys were included in the Phase II ESA reports, along with recommendations for abatement/remediation if ACM or LBP was identified. Our work helped expedite redevelopment and encourage owners/developers to remediate sites by providing an understanding of the risks associated with ACM and LBP remaining on the site.

Asbestos Inspection of Buildings in Evergreen, Colorado.

Foothills was contracted to conduct a comprehensive asbestos inspection of two buildings. The intent of the asbestos inspection was to facilitate demolition of the properties for preparation of new construction on the lots. Foothills identified asbestos and prepared an asbestos abatement specification and scope of work to complete the abatement. They then pre-qualified all bidding contractors and oversaw all asbestos abatement activities. Foothills collected all asbestos air samples and completed the final clearance air testing in accordance with Colorado Regulation #8. All asbestos air samples were analyzed on-site. Foothills on-site staff is qualified to analyze asbestos air samples by Phase Contrast Microscopy (PCM) in accordance with NIOSH Method 7400.

In addition, Foothills prepared a demolition specification and oversaw the demolition of both buildings. They facilitated the safe removal of all universal wastes (e.g., PCB ballasts, mercury switches, freon) and recycled/salvaged numerous doors, sinks, and other items by donating them to Habitat for Humanity.

Asbestos Survey of U.S. Forest Service Rollinsville Work Center, Rollinsville, Colorado.

RMC completed an EPA/CDPHE-certified asbestos building inspection for the Forest Service Work Center in Rollinsville. The property included two residential buildings, two storage sheds, one pump house, and two areas where buildings formerly stood.

Suspected ACM was sampled during the inspection and analyzed by polarized light microscopy, EPA Method 600/M4-82-020. ACM samples containing greater than 1 percent asbestos were found in 2 of the 5 buildings; however, the ACM was in good condition. ACM can be managed by ensuring that it is undisturbed; therefore, RMC notified the Forest Service that if these buildings will undergo demolition, renovation, or repair, the ACM must be removed by certified asbestos workers or specially trained professionals.

3.4.3 Vapor Intrusion Study

During the Phase I and Phase II ESAs at one of the Wheat Ridge properties, RMC noted that there had been leaking underground storage tanks at several former gasoline stations. Based on this information and soil gas samples collected during drilling of boreholes for the Phase II ESA, it appeared there could be contaminated groundwater beneath the property. We recommended conducting a soil vapor study to assess the potential for soil vapor intrusion when a new building was constructed. Our vapor intrusion study was consistent with the requirements of the EPA's *Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils (Subsurface Vapor*

Intrusion Guidance) (EPA, 2002), the Colorado Division of the Oil & Public Safety's soil vapor sampling methodology presented in the *Petroleum Hydrocarbon Vapor Intrusion Guidance Document* (2007), and verbal guidance from the CDPHE.

Based on the results of the soil vapor samples, which were screened against conservative risk screening values, RMC recommended that inexpensive vapor mitigation measures be included in the structure design and construction specifications to protect human health.



Collecting an air sample to evaluate vapor intrusion

3.4.4 Drug Lab Assessment

Our Team is experienced in conducting Preliminary Assessments of potential methamphetamine laboratories in accordance with 6 CCR 1014-3, Regulations Pertaining to the Cleanup of Methamphetamine Laboratories and CDPHE protocols. A Preliminary Assessment is required to determine the presence/absence of methamphetamine and the extent of contamination at a site. Our Team member, Foothills Environmental will provide a CIH to conduct this type of work. Two examples of our Team's work at suspected methamphetamine laboratory sites are provided below; we have also just begun an assessment of a property that may have been a methamphetamine for the City of Wheat Ridge.

Methamphetamine Preliminary Assessment, Castle Rock, Colorado. Foothills was contacted by Intermountain Rural Electric Association (IREA) to conduct a Preliminary Assessment of a property identified as a suspect methamphetamine site by the South Metro Drug Task Force (SMDTF). An investigation by the SMDTF identified suspected manufacturing items in the residence and detached garage. Foothills' investigation identified methamphetamine levels above the CDPHE criteria. They then prepared a cleanup plan and specification for the property and received bids from several remediation firms. Working closely with the County health department to ensure the project was completed properly; Foothills staff provided oversight of the cleanup and performed the final methamphetamine assessment survey for the property.

Preliminary and Post-Remediation Assessments of Suspected Methamphetamine Laboratory, Westminster, Colorado. A National Clandestine Laboratory Seizure Report identified an apartment in Westminster as a suspected

methamphetamine laboratory in April of 2004. Foothills was contracted to complete a Preliminary Assessment of the apartment confirming the presence of methamphetamine in February, 2012. Foothills staff identified asbestos in the apartment and the asbestos would be disturbed during the remediation of methamphetamine. After preparing bid specifications for prequalified abatement contractors, Foothills oversaw the asbestos abatement and methamphetamine cleanup and performed the Methamphetamine Final Assessment Survey for the property.

3.5 Remediation Plans

The RMC Team has extensive experience evaluating remedial alternatives for various types of sites and contaminants.

3.5.1 Voluntary Cleanup Plans

Two of our recently completed projects involved VCUPs under the 1994 Colorado Voluntary Cleanup and Redevelopment Act are briefly described below.

Ute Ulay Townsite, Hinsdale County, Colorado. Hinsdale County obtained an EPA Brownfields Program Grant to remediate the soil in and around the historic Ute Ulay Townsite, a former lead and silver mining area, which exhibited heavy metals concentrations exceeding residential and commercial risk exposure levels. RMC prepared VCUP application that including site history, site characterization, and three remediation alternatives (Engineering Evaluation/Cost Analysis). The plan also provided the County with bid specifications for the selected alternative. We prepared the draft and final VCUP within four weeks of contract award and obtained a VCUP approval letter from CDPHE within six weeks of contract award. RMC was subsequently awarded the remediation contract and performed the remediation. After completion of remediation, Hinsdale County received a No Further Action Required letter from CDPHE.

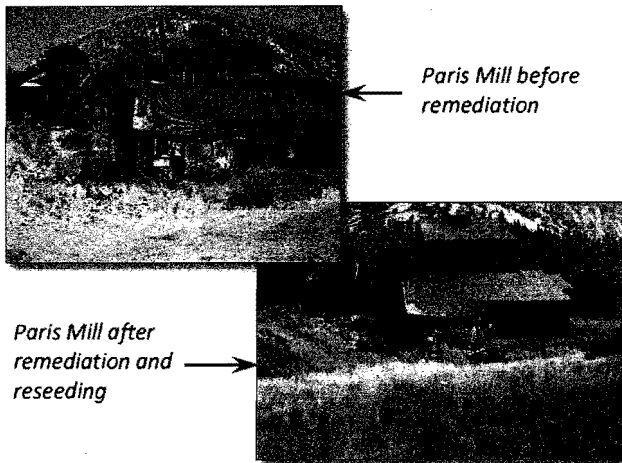
Paris Mill, Park County, Colorado. Park County Tourism and Community Development Office obtained EPA Brownfields Program Grant to remediate the soil in and around the Paris Mill, a key heritage site and a vital component of the South Park National Heritage Area being developed by Park County. Soils and waste rock at the site exhibited heavy metals concentrations, particularly lead, exceeding residential and commercial risk exposure levels.

RMC prepared alternatives for cleaning up the mill site and obtained a VCUP permit to perform the remedial action. The goals of the VCUP were to eliminate the human health exposure pathways of ingestion, inhalation, and adsorption

of soil contaminants, minimize leaching of site metals into groundwater, and manage surface water drainage/runoff by directing it away from site tailings to minimize impacts to the Town of Alma's drinking water source. The VCUP was approved by CDPHE within one week following submittal. RMC was also contracted to perform the remediation. Once the remediation was completed, Park County received a No Further Action Required letter from CDPHE.

3.5.2 Assessment of Remedial Alternatives

RMC has worked with a variety of clients to develop remediation plans for sites with a variety of contaminants.



One example in the former Atlas D Missile Site 4, a nationally recognized project being monitored by USACE Headquarters, Wyoming congressional representatives, and the Assistant Secretary of the Army. Activities at this former Department of Defense facility resulted in soil vapor and groundwater contamination, and the contaminated groundwater has reached a well field that supplies drinking water to the City of Cheyenne. RMC worked closely and cooperatively with the USACE, Wyoming Dept. of Environmental Quality, EPA Region 8, City/County of Cheyenne, and the Cheyenne Board of Public Utilities for more than ten years on this complex and politically sensitive project. The primary objectives of the project were to define the complex hydrogeologic flow system over an approximate 20 square-mile area, develop a conceptual site model and develop remedial options for addressing the chemicals in the media of concern. After additional site characterization, RMC developed a Focused Feasibility Study that evaluated applicable remedial alternatives for remediation of the contaminated groundwater.

RMC also provided public education support to the USACE by preparing presentations, fact sheets, posters and other documents for use at internal stakeholder and public

meetings, preparing and updating the Public Involvement Plan, and designing and updating a project website. RMC has supported the USACE on this project for more than 12

Excerpt from Past Performance Questionnaire for Atlas D Missile Site 4 Pre-design Characterization (June 2012)

RMC received Excellent ratings for quality, schedule/timeliness of performance, customer satisfaction, and management/personnel/labor categories on this assessment.

RMC under this project, as well as a prime contractor for the Feasibility Study at this site, has consistently provided thorough and professional approaches to get the job planned and implemented...The USACE in-house and CX folks involved in the scoping and oversight of the work had compliments to the professional efforts to get all the work tied together and reported.

Jeffrey Skog, Project Manager
USACE, Omaha District

years and recently won an additional 3-year contract to continue work at the site.

3.5.3 Materials Management Plans

As result of Phase II ESA investigations at several sites in Wheat Ridge, RMC prepared Materials Management Plans (MMP) that described the recommended procedures for conducting soil disturbing activities at sites with suspected RECs to ensure proper implementation of health and safety monitoring, sample collection, engineering controls, and waste disposal. Specific activities covered by the MMP include assessment, excavation and soil movement activities; removal of contaminated soils and underground storage tanks (USTs); and any other hazardous materials encountered in soil located on the subject property.

3.5.4 Final Report

RMC is currently preparing the outline for the City of Wheat Ridge's Brownfields Assessment Grant final report. The grant ends in October 2016. The final report will include the following sections:

- ◆ Project Overview
- ◆ Grant Management and Coordination
- ◆ Description of Activities—site inventory, EPA site approval, site assessments, community involvement
- ◆ EPA Reporting Requirements: QAPPs, SSHPs, quarterly reports, property profile forms, financial status reports
- ◆ Summary of Environmental Results

4 Project Budget and Timeline

RMC has reviewed the RFP, as well as the grant application and work plan. Based on these materials, our knowledge of the EPA Brownfields Grant process, and understanding of the Target Area, we have developed the following project budget and timeline. Our proposed budget is approximately \$20,000 dollars less than Adams County's Brownfields Grant, which leaves ample money for preparing the administrative grant documents required by EPA, as well as performing additional Phase I ESAs or other tasks as requested by Adams County.

4.1 Project Costs--New Proposal Form from Addendum #1

CONTRACTORS STATEMENT: I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

This form is for price comparison purposes only (it is a sample of estimated quantities)

1. Citizen Participation Plan and Community Outreach: 1 at \$16,498
2. Brownfields Inventory: 1 at \$9,944
3. Phase I ESAs: Estimated quantity 10 at \$2,499 = \$24,990
4. Phase II ESAs: Estimated quantity: 4 at \$27,825 = \$111,300
5. Remedial Planning: 1 at \$9,794

Backup documentation for these prices is provided following Section 4.2.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

Addendum #1 ☐

Addendum #2 ☒

RMC Consultants, Inc.

Company Name

12295 W. 48th Avenue

Address

Wheat Ridge, CO 80033

City, State, Zip Code

Jefferson

County

303.980.4101

Telephone

rvaldez@rmc-consultants.com

Email Address

January 8, 2015

Date

Signature

Richard B. Valdez

Printed Name

President, CEO

Title

303.980.4107

Fax

The following assumptions were used in pricing the above items:

1. Citizen Participation Plan and Community Outreach

- ◆ 1 Citizen Participation Plan, including draft (to Adams County), draft final (for EPA review), and final copies
- ◆ 2 each: newsletters, mailings to property owners in target area, fact sheets, website updates
- ◆ 1 each: application form for property owners interesting in using grant funds
- ◆ 6 each: meetings with County—4 meetings with both Community Outreach/Education Manager and Program Manager; two additional meeting with just Program Manager
- ◆ 3 each: community meetings, including presentations, posters, handouts, and meeting notices

2. Brownfields Inventory

- ◆ Site reconnaissance and research, database development, site prioritization, summary of findings
- ◆ 2 each: meetings with County personnel

3. Phase I ESA (10 each): including all elements of ASTM-compliant Phase I ESA and environmental database record search

4. Phase II ESA (4 each)

- ◆ For each Phase II: drill five borings to 50 feet and collect two soil samples from each boring that would be analyzed for VOCs, SVOCs, and metals; construct a temporary monitoring well in each boring and collect one groundwater sample from each well that would be analyzed for VOCs, SVOCs, and metals
- ◆ Asbestos/LBP surveys, vapor intrusion studies, and drug lab assessments can be performed; however, these costs are not included in the Phase II ESA estimate
- ◆ For each Phase II: prepare a site-specific Field Sampling Plan to supplement the programmatic UFPP-QAPP
- ◆ For each Phase II: prepare a draft and final report

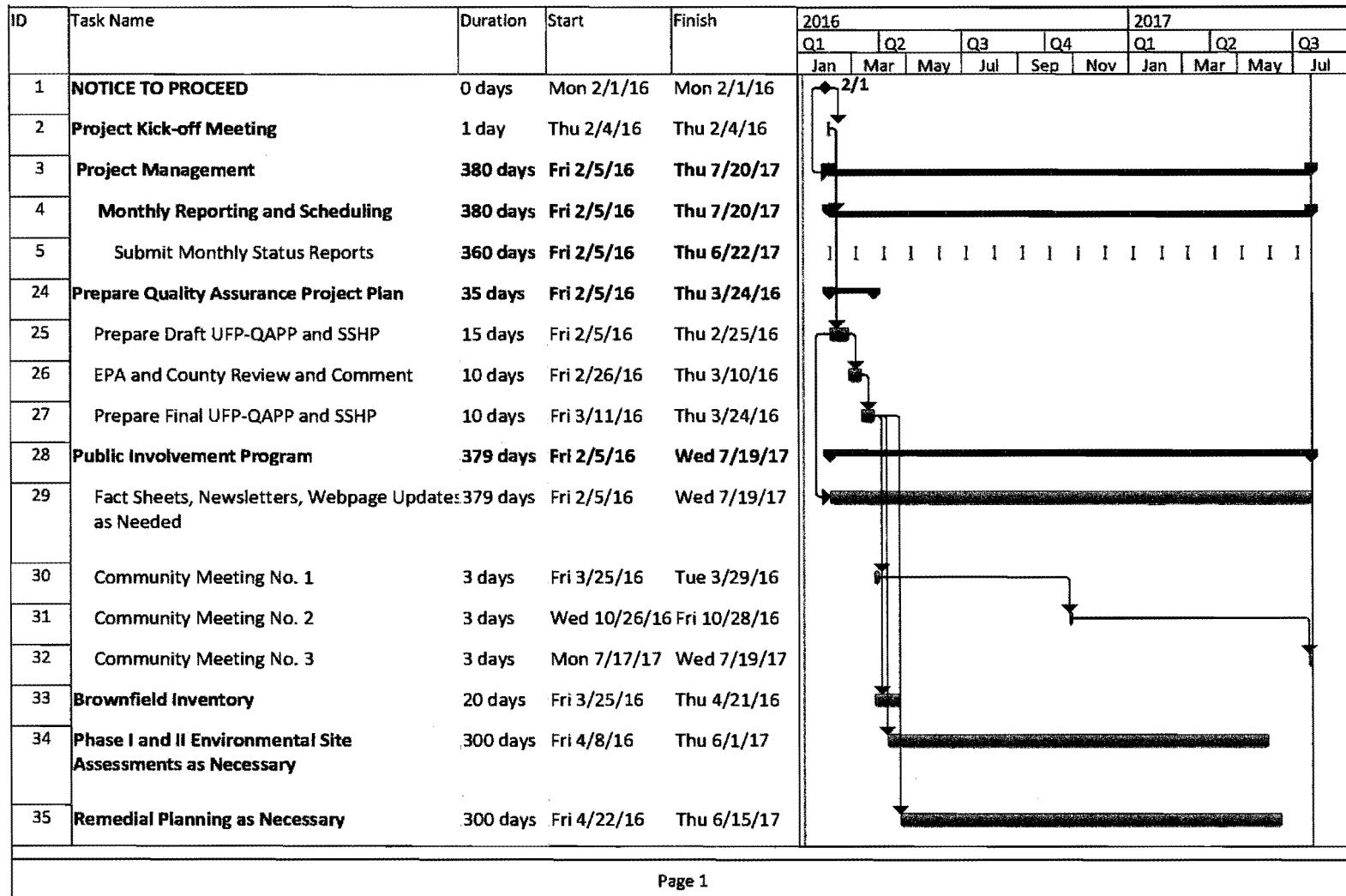
5. Remedial Planning

- ◆ One ABCA report in draft and final versions
- ◆ Evaluation of at least three remedial alternatives, including the “no action” alternative

4.2 Project Timeline

Using the information provided in the RFP, we have developed a conceptual project timeline for the Brownfields Assessment Grant Activities (Figure 2).

Figure 2 Project Timeline



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RMC Consultants, Inc., 12295 W. 48th Avenue - Unit A, Wheat Ridge, CO 80033 (303) 980-4101 Fax (303) 980-4107



Cost Estimate

01-07-2016

Adams County -- Brownfields Assessments

Tasks		Direct Labor		Other Direct Costs	Estimated Unit Cost	Estimated Total Cost
Number	Description	Hours	Cost			
0001	Citizen Part. Plan and Community Outreach (1)		\$ 4,187	\$ 12,330	\$ 16,517	\$ 16,517
0002	Brownfield Inventory (1)		\$ 8,918	\$ 1,026	\$ 9,944	\$ 9,944
0003	Phase I ESAs (10)		\$ 2,454	\$ 45	\$ 2,499	\$ 24,990
0004	Phase II ESA (4)		\$ 11,892	\$ 15,933	\$ 27,825	\$ 111,300
0005	Remedial Planning (1)		\$ 9,745	\$ 49	\$ 9,794	\$ 9,794
Subtotal						\$ 172,545
Total						\$ 172,545

Notes and Assumptions:

Citizen Participation Plan and Community Outreach:

1. Costs above includes preparing two news letters, two facts sheets, supporting two website updates, attending six county meetings, and coordinating and presenting at three community meetings.

Brownfield Inventory:

1. Costs above includes site reconnaissance, database development, research and summary of findings, prioritizing sites, and attending two meetings with County personnel.

Phase I ESAs:

1. Costs above includes all elements of preparing 10 ASTM compliant Phase I ESAs.

Phase II ESAs:

1. Costs above assumes four Phase II ESAs can be completed. Each Phase II ESA will include drilling 5 borings to 50 feet each, collecting two soil samples in each boring, and analyzing samples for VOCs, SVOCs, and metal constituents.

2. A temporary monitoring well will be constructed in each boring and a groundwater sample collected and analyzed for VOCs, SVOCs, and metals.

3. Asbestos, lead paint, vapor intrusion, and meth lab investigations can be performed but are not included in this Phase II estimate.

4. The estimate includes preparing a Field Sampling Plan for each of the 5 Phase II ESAs. The Field Sampling Plans will be concise and site specific and will supplement a Programmatic UFP-QAPP. The UFP-QAPP is not included in the above estimate.

5. The Phase II cost estimate includes a draft and final report for each of the Phase II ESAs.

Remedial Planning:

1. Costs above include one Alternative Brownfield Cleanup Alternatives report (draft and final versions) to include a minimum of three remedial alternatives, including a "no-action" alternative.

This section presents the hourly rates for RMC and Team subcontractor technical personnel, as well as a fee schedule for equipment, services, and sample analyses commonly used in Brownfields assessment projects (per email from Debbie Tuttle on November 12, 2015).

Schedule of Costs		
Labor		
Category/Item	Unit	Rate
RMC Staff		
Managing Engineer/Scientist (Project Manager)	hour	\$94.16
Principal Engineer/Scientist	hour	\$108.91
Senior Engineer/Scientist	hour	\$81.95
Project Engineer/Scientist	hour	\$70.37
Staff II Engineer/Scientist	hour	\$67.85
Staff I Engineer/Scientist	hour	\$59.75
Hazmat Field Technician	hour	\$48.54
Toxicologist/Risk Assessor	hour	\$119.50
Project Chemist	hour	\$72.68
Project CADD/GIS Specialist	hour	\$60.93
Clerical/Administrative	hour	\$48.36
Subcontractor Staff		
Field Operations Manager/Principal	hour	\$125.00
Project Manager/Senior Scientist	hour	\$93.00
Certified Industrial Hygienist	hour	\$125.00
Asbestos Project Designer/Inspector	hour	\$83.00
Air Monitoring Specialist	hour	\$69.00
Clerical/Administrative	hour	\$50.00
Public Involvement Specialist	hour	\$78.00

Reimbursable Items By Task				
Task	Subtask	Equipment	Unit	Cost
Phase I	—	Database Search Report	each	\$350
		Level D personal protective equipment (PPE)	day	\$25
		Camera	day	\$0
		Logbook	each	\$10
		Truck, 4WD Pickup	day	\$60
		Miles	mile	\$0.56
Phase II	Soil Sampling	Hand Auger	day	\$15
		Soil Sampling Tools/Supplies	day	\$15
		Level D PPE	day	\$25
		Global Positioning System	day	\$15
		Photoionization Detector	day	\$75
		Camera	day	\$0
		Sample Decon	day	\$10
		Drum, 55-gal steel	each	\$75
		Emergency Traffic Control Equip.	day	\$70
		Truck, 4WD Pickup	day	\$60
		Miles	mile	\$0.56

Reimbursable Items By Task				
Task	Subtask	Equipment	Unit	Cost
	Groundwater Sampling	Dual Interface Probe (oil/water)	day	\$45
		Groundwater Level Indicator	day	\$20
		Water Quality Meter w/ flow-through cell	day	\$112
		Bailers w/ string	each	\$6
		Pump (peristaltic, centrifugal, bladder)	day	\$107
		Generator	day	\$35
		Air Compressor, 8 cfm	day	\$80
		Packers	day	\$50
		Groundwater Sampling Tools/Supplies	day	\$20
		Camera	day	\$0
		Sample Decon	day	\$10
		Drum, 55-gal poly	each	\$75
		Purge water treatment (granular activated carbon)	event	\$800
		Level D Personal Protective Equip.	day	\$25
		Emergency Traffic Control Equip.	day	\$70
		Truck, 4WD Pickup	day	\$60
		Miles	mile	\$0.56
	Surface Water Sampling	Automated Sampler (ISCO 3700)	day	\$90
		Flow Meter	day	\$125
		Data Logger	Incl.	\$0
		Water Quality Meter	day	\$112
		Surface Water Sampling Tools/Supplies	day	\$15
		Camera	day	\$0
		Sample Decon	day	\$10
		Level D PPE	day	\$25
		Truck, 4WD Pickup	day	\$60
		Miles	mile	\$0.56
	ACM Sampling	Air Sampling Pump (high volume)	day	\$10
		Air Sampling Pump (personal)	day	\$10
		ACM Sampling Tools/Supplies	day	\$30
		Ladder	day	\$10
		Level C PPE (per person)	day	\$50
		Truck, 4WD Pickup	day	\$72
		Miles	mile	\$0.56
	LBP Sampling	LBP Chip Sampling Tools/Supplies	day	\$15
		X-Ray Fluorescence Instrument	day	\$600
		Ladder	day	\$10
		Camera	day	\$0
		Sample Decon	day	\$10
		Level D PPE	day	\$25
		Truck, 4WD Pickup	day	\$60
		Miles	mile	\$0.56

Reimbursable Items By Task				
Task	Subtask	Equipment	Unit	Cost
	Vapor Intrusion/ Indoor Air Sampling	Combustible Gas Meter	day	\$10
		DryCal Calibrator	day	\$10
		MSA Passport (CO, O2, LEL, H2S)	day	\$20
		TSI Carbon Dioxide/Temp/RH	day	\$60
		Soil/Groundwater Sampling (see above)	day	as above
		Soil Gas Sampling	day	\$55
		Mobile Laboratory with GC Hydrocarbon Analysis	day	\$2,000
		Indoor Air Sampling (Misc. tools)	day	\$25
		Air Sampler	day	\$30
		Level D PPE	day	\$25
		Truck, 4WD Pickup	day	\$60
		Miles	mile	\$0.56
Brownfields	Beyond previously described tasks	Level A PPE (per person)	day	\$1,500
		Level B PPE (per person)	day	\$100
		Level C PPE (per person)	day	\$50
		Hazcat Test Kit	each	\$3,750
		Decontamination Station (field)	day	\$10
		Cascade Supplied Air System (additional)	day	\$16
		Mask/Escape Pak (per person)	day	\$15
		Hose (100 ft)	day	\$11
		Manifold System	day	\$13
		Mandatory Fit Test/Medical Qualification (per person)	each	\$50

Analytical Reimbursable Items		
Media	Analysis	RMC Cost w/Markup
Soil and Water	Volatile Organic Compounds (VOCs) 8260B	\$66.0
	BTEX 8260B	\$55.0
	BTEX with MTBE 8260B	\$55.0
	Gasolene Range Organics 8015D	\$44.0
	Diesel Range Organics 8015D	\$49.5
	Diesel Range Organics plus Oil Range Organics 8015D	\$55.0
	Semi-volatile Organic Compounds (SVOCs) 8270	\$143.0
	RCRA 8 Metals 6010/7470	\$49.5
	Mercury 7471 B	\$22.0
	Polycyclic Aromatic Hydrocarbons 8270D SIM	\$121.0
	Organochlorine Pesticides 8081B	\$99.0
	Herbicides 8151A	\$143.0

Analytical Reimbursable Items		
Media	Analysis	RMC Cost w/Markup
Waste Characterization (solids)	Toxic Characteristic Leaching Procedure (TCLP) Extraction for VOCs (ZHE) 1311	\$38.5
	TCLP Semi-volatile Organic Compounds (Gas Chromatograph/Mass Spectrometer) 8270D	\$143.0
	TCLP Extraction 1311	\$38.5
	TCLP Pesticides	\$99.0
	TCLP Herbicides	\$143.0
	TCLP Metals (without mercury)	\$49.5
	TCLP Mercury	\$22.0
Vapor	Volatile Organic Compounds TO-15	\$203.5

Analytical Reimbursable Items			
Media	Analyses	Unit	Cost
Vapor	TO-15	each	
Asbestos and Lead Paint	PCM Analysis (2 hour TAT)	each	\$15
	Polarized light microscopy (PLM) Analysis (2 hour TAT)	each	\$17.25
	PLM Point Count	each	\$17.25
	TEM Analysis (6 hour TAT)	each	\$103.50
	ICP/AES Analysis (8 metals, 24 hour TAT)	each	\$240
	Lead Air Samples (ICP/AES, 24 hour TAT)	each	\$17.25
	Lead Wipe Samples (ICP/AES 24 hour TAT)	each	\$17.25
	Lead Waste (RCRA 8 TCLP, 3 day TAT)	each	\$258
Methamphetamine	Methamphetamine Analysis (24 hour TAT)	each	\$96
	Methamphetamine Analysis (3 day TAT)	each	\$72
	Methamphetamine Analysis (5 day TAT)	each	\$48

Pass-through Rate—Subcontractor Costs and Management		
All subcontracted services	5% markup per job	To be determined
Investigation supplies, materials, chemical analyses, etc., not listed above will be at cost and preapproved by the Adams County Project Manager	5% markup per job	To be determined

5 Why Select RMC?

The RMC Team is prepared to begin work on Day 1 of the contract. Our Team provides Adams County with a proven approach to completing Brownfields Assessment Grant activities and ensuring compliance with all grant administration tasks.

The Benefits of Our Team

- ◆ More than 25 years of relevant environmental and Brownfields experience.
- ◆ Made up of RMC (an MBE), Foothills (an MBE), and Mesa (a WBE), which will meet the EPA and CDPHE MBE/WBE contracting requirements.
- ◆ Currently working together and successfully executing a Brownfields Assessment Grant for the City of Wheat Ridge—we've completed 17 Phase I and 7 Phase II ESAs, as well as 7 asbestos/LBP surveys in the last 2 years.
- ◆ A streamlined and responsive Team organizational structure with clearly defined roles, responsibilities, and lines of authority.
- ◆ Located in Wheat Ridge/Lakewood area—minutes from the proposed redevelopment area and County offices
- ◆ A Team that has worked in Adams County and is familiar with the redevelopment area.
- ◆ A prime contractor with 25 years working on federal contracts with various federal agencies, including EPA.

The Benefits of Our Approach

- ◆ Extensive Brownfields experience completing Phase I/II ESAs, remediation plans, and associated documents.
- ◆ Experience coordinating with EPA on Brownfields projects and preparing Brownfields grant forms—we know the Brownfields process and have templates in place for public outreach, work plans, and reporting to maximize efficient use of the County's Brownfields grant money.
- ◆ Successful public education and community outreach techniques developed for Brownfields and other hazardous waste programs.
- ◆ A strategy and approach that minimizes stakeholder liability and maximizes potential properties values.
- ◆ Flexible and responsive technical staff—we understand your objectives may change and often can complete changes in scope without a change in budget or schedule.
- ◆ Accurate, concise, well-written plans and reports delivered on time and within budget.

Attachment 1. Resumes of Proposed Personnel

David Groy, PG, RMC Senior Vice President
Primary Project/Program Manager



Education

M.A., Environmental Management,
University of Denver, 1995
B.A., Geology, Western State
College, Gunnison, CO, 1980

Registrations/Certifications

Prof. Geologist, WY, No. 239
AIPG Certified Prof. Geologist

Training

OSHA 40-hour Hazardous Waste
Operator (HAZWOPER) Training
OSHA HAZWOPER 8-hour
Refresher (current)
OSHA Supervisor Training
OSHA Confined Space Training
Red Cross CPR and First Aid

Expertise Relevant to Adams County Brownfields Assessments

- ◆ Manages Wheat Ridge Brownfields contract: Phase I/II ESAs, third party reliance letters, public meetings, asbestos surveys
- ◆ 12 years of program management experience on multi-million dollar federal contracts
- ◆ Managed CDOT contract to conduct CATEXs for 6 road corridors
- ◆ More than 30 years of professional environmental experience
- ◆ Oversaw Colorado VCUP applications, investigations, remedial actions
- ◆ Completed many remedial action alternative assessments and actions for VCUP and CERCLA sites

Career Summary

Mr. Groy has more than 30 years of professional environmental services experience, including more than 12 years of program management experience executing multi-million-dollar federal contracts. As a program and senior project manager, Mr. Groy has designed and supervised Phase I/II ESAs, Brownfields investigations and reclamations, site investigations, feasibility studies, remedial and removal actions, NEPA studies, regulatory compliance and review evaluations, and environmental baseline studies. His expertise involves RCRA; CERCLA; CWA; SDWA; CAA; NEPA; and Executive Order 11514; and other federal, state, and local regulations and statutes. Mr. Groy has direct management and practical business experience on a wide range of environmental projects for the USACE, National Park Service (NPS), U.S. Forest Service (USFS), SBA, General Services Administration (GSA), other federal, state, and local agencies. Execution of these contracts included maintaining liaison between multiple contractors, monitoring multiple projects simultaneously, providing QA/QC for detailed scientific reports, and implementing performance measures and indicators to successfully meet project objectives on time and within budget.

Relevant Project Experience

Wheat Ridge Brownfields Assessments, Wheat Ridge, CO; Client: City of Wheat Ridge. Program/Project Manager for RMC's contract with the City to provide environmental assessments for properties in areas of the City targeted for redevelopment. RMC performs Phase I and Phase II ESAs, related cleanup plans, one-on-one property owner meetings, and asbestos/lead-based paint surveys as assigned by the City; provides website updates on Brownfields activities; and participates in community meetings funded through the City's EPA Brownfields Assessment Grant.. Prepare forms related to grant for the City, including Site Eligibility Forms, AAI Checklists, Property Profile Forms for ACRES database, QAPP Checklist for EPA, AAI Reliance Letters, and Quarterly Reports with budget expenditures. To date, RMC has completed 16 Phase I ESAs, 7 Phase II ESA, 6 asbestos/lead-based paint surveys, 2 website updates, and 2 mailings to targeted redevelopment areas and participated in 2 public meetings.

Paris Mill Voluntary Cleanup Action, Park Co., CO; Client: Park County Tourism and Development Office. Project Manager for the voluntary cleanup of Paris Mill, a key heritage site in Park County. Park County obtained a grant from EPA's Brownfields Program to remediate soil contaminated with heavy metals exceeding residential and commercial risk-exposure levels. RMC prepared a Voluntary Cleanup Plan under

David Groy, PG, RMC Senior Vice President
Project/Program Manager

Colorado law to remediate the Paris Mill site, which was accepted by CDPHE. Field crews surveyed the site and mill to identify heavy-metal hotspots; constructed two on-site repositories; consolidated the soil, waste rock, and ore containing heavy metals and capped the repositories; cleaned the mill; and encapsulated the exposed soil in the mill containing heavy metals to prevent future exposures. CDPHE provided a No further Action Required letter following the cleanup.

Ute Ulay Townsite Voluntary Cleanup Application and Reclamation; Client: Hinsdale County, CO. Project Manager for this Voluntary Cleanup Action to remediate the Ute Ulay Townsite. The project was funded through an EPA Brownfields Program grant. Oversaw preparation of the draft and final VCUP application within four weeks of contract award and obtained VCUP approval letter from CDPHE within six weeks of contract award. Developed three reclamation options to protect human health and the environment, as well as detailed engineering cost estimates and bid specifications. RMC bid on the reclamation project and was awarded the contract. The reclamation activities included surveying and sampling waste rock to identify areas of high lead concentrations, constructing surface-water controls, contouring consolidated wastes, improving drainage channels and site revegetation. CDPHE provided a No Further Action Required letter following the cleanup.

On-Call Environmental Services, Denver, CO; City and County of Denver. Program manager for this indefinite delivery contract to provide environmental service. Since contract award in late 2014, we have completed two Phase I ESAs and one Phase II ESA.

CDOT Initial Site Assessments (ISAs), CDOT Regions 2 and 6; Client: PB Americas for CDOT. Project Manager for Initial Site Assessments used to develop CATEXs of 17 urban and suburban right-of-way corridors covering 112 miles. The ISAs involved review of regulatory agency records of the corridors to identify releases or potential releases of hazardous materials or waste and intensive pedestrian and site survey of the project corridors and adjoining properties of concern from publicly accessible areas.

Former Atlas D Missile Site 4 Site Investigations/Remediation, F.E. Warren AFB, Cheyenne, WY; Client: USACE. Project Manager for four projects associated with this site—a nationally recognized project being monitored by USACE Headquarters, Wyoming congressional representatives, and the Assistant Secretary of the Army. Activities at this former DoD facility resulted in soil vapor and groundwater contaminated with volatile organic compounds, primarily TCE. The contaminated groundwater has reached a well field that supplies drinking water to the City of Cheyenne. Oversaw work at this site since 2002. Over the last 12 years, projects have included an Interim Response Action to replace a contaminated well; a Focused Feasibility Study to provide hydrogeologic and water quality data and evaluate potential remedial actions; groundwater monitoring of 125 wells and development of a long-term monitoring program; semi-annual sampling of 100 wells under the LTM program, and installation of additional monitoring wells, aquifer testing; pilot testing of SVE systems; and infiltration testing to assess the feasibility of various remedial actions.

Claude Murray, PG, PMP
Senior Project Manager, Geologist



Education

B.S., Geology, Stephen F. Austin State University, 1980

Registrations/Certifications

Project Management Prof., 2011

Prof. Geologist/Prof. Hydrogeologist, WA, No. 1394

AIPG Certified Prof. Geologist

Training

OSHA 40-hour Hazardous Waste Operator (HAZWOPER) Training

OSHA HAZWOPER 8-hour Refresher (current)

OSHA Supervisor Training

OSHA Confined Space Training

Red Cross CPR and First Aid

Expertise Relevant to Adams County Brownfields Assessments

- ◆ More than 30 years of experience designing, executing, and managing environmental investigations, feasibility studies, remediation, and stream restoration activities
- ◆ Experienced working with regulators and communicating with stakeholders and private landowners
- ◆ 16 years' experience as Project Manager
- ◆ Project Manager of Brownfields, UST, asbestos/LBP survey, and hazardous waste investigation and remediation projects
- ◆ Experienced working in urban areas and road rights of way

Career Summary

As a senior Project Manager, hydrogeologist, and environmental geologist, Mr. Murray plans and evaluates hydrogeologic data; prepares and manages project budgets and schedules; supervises and trains personnel; interacts with regulatory agency personnel, the public, and other stakeholders; obtains necessary permits (air, stormwater, road closure) to execute work; and provides quality control for project deliverables. He is knowledgeable in all aspects of federal and state environmental regulations, such as RCRA, CERCLA, NEPA, CWA, CAA, and NPDES compliance, as well as other federal and state regulations such as the Colorado Voluntary Cleanup Program.

Relevant Project Experience

Wheat Ridge Brownfields Assessments, Wheat Ridge, CO; Client: City of Wheat Ridge. Assistant Project Manager for RMC's contract with the City to provide environmental assessments for properties in areas of the City targeted for redevelopment. These activities are funded through the City's EPA Brownfields Assessment Grant. Oversees Phase I and Phase II ESAs, cleanup plans, and asbestos/LBP paint surveys as assigned by the City. To date, RMC has completed nine Phase I ESAs, four Phase II ESA, four asbestos/lead-based paint surveys.

On-Call Environmental Services, Denver, CO; Client: City and County of Denver. Manages projects assigned under this contract awarded in December 2014. To date, has managed two Phase I ESAs and one Phase II ESA.

Phase I ESAs, Gas Distribution Property Transaction, Commercial Client, Multiple Properties, Hawaii. Project Manager – Responsible for preparation, personnel resource allocation, report editing, and interviews with key personnel associated with multi-location gas distribution system property transaction throughout the Hawaiian Islands. The "desk top" ESAs were completed to determine environmental risk associated with each property prior to a real property transaction offer. The 100 plus property assessments were completed on time with full customer satisfaction.

Rollinsville Work Center Asbestos Containing Material (ACM) Building Inspection, Rollinsville, CO; Client: USFS. Project Manager for this project involving inspection of five buildings for the presence of ACMs. The inspection consisted of visually examining accessible areas and identifying the locations of suspect ACM, collecting and analyzing representative bulk samples of materials suspected of containing asbestos, documenting the quantity of ACM in the various materials, and preparing a final report showing sample locations, analysis results, condition of building materials, ACM quantities, and recommendations.

Claude Murray, PG, PMP
Senior Project Manager, Geologist

Former Atlas E Missile Site 13 UST Removals, Bellevue, CO; Client: Versar, Inc. for USACE. Project Manager for project to permanently close five USTs conducted under the Formerly Used Defense Site program. Oversaw writing of planning documents, submittal of permanent closure notifications and UST removal permits, removal/recycling of four USTs, closing one UST in place, collecting confirmation samples to ensure there was no remaining contamination, and revegetating the UST sites. Obtained a No Further Action determination from the State of Colorado.

Federal Blvd. Hazardous Materials Phase I/II ESA, Arvada, CO; Client: PB Americas for CDOT. Task Manager responsible for conducting Phase I ESAs for 11 Brownfields sites along Federal Blvd. from 6th Avenue south to Alameda Avenue. Six of these sites were designated as high priority and Phase II ESAs were then conducted on these sites. Oversaw drilling and installation of temporary monitoring wells at the Phase II sites and collected soil and groundwater samples. The Phase II results indicated that the CDOT workers would not be exposed to any health or environmental hazards during construction.

Tepee Work Center Expanded Site Inspection, Black Hills National Forest, SD, Client: USACE. As the Project Manager for this multi-year Expanded Site Investigation and landfill cleanup, responsible for preparing the original cost proposal, resource allocation, schedule/budget management, change management, and quality control of all deliverables. The project included two years of supply-well sampling to determine if a release from prior drum disposal in onsite landfills may have impacted drinking water supply wells. Oversaw the field crews who excavated three drum-disposal areas, conducted a shallow geophysical survey to ensure all potential drums had been removed, and managed the proper disposal of all waste including metal drums, purge water, and impacted soil. Ensured that confirmation samples met project QA/QC requirements. All site removal areas were restored to prior conditions following excavations. Reporting included regular monthly status, schedule updates, and financial information, and a Technical Memorandum reporting the results of well sampling and excavation and removal activity, geophysical survey, and site hydrogeologic evaluation.

Former Atlas D Missile Site 4 Site Investigations/Remediation, F.E. Warren AFB, Cheyenne, WY; Client: USACE. Task Manager for several projects associated with this site, a nationally recognized project being monitored by USACE Headquarters, Wyoming congressional representatives, and the Assistant Secretary of the Army. Groundwater at the site is contaminated with volatile organic compounds, primarily TCE. The contaminated groundwater has reached a well field that supplies drinking water to the City of Cheyenne. As Task Manager, participated in the Focused Feasibility Study to provide hydrogeologic and water-quality data and evaluate potential remedial actions; oversaw the soil vapor extraction pilot studies; and oversees the groundwater long-term (LTM) program, which involves semi-annual sampling of 100 wells.

Kerber Creek Watershed Removal Action and Stream Restoration, CO; Client: USDA Forest Service. As Project Manager, oversaw project that removed impacted tailings from the banks of Kerber Creek, placed tailings with high metals concentrations into lined on-site repositories, reconstructed stream banks to natural conditions, and returned native vegetation to tailings-impacted areas. Most of the stream restoration activities took place on private property; therefore, RMC worked with various clients to coordinate activities: Bureau of Land Management, Natural Resources Conservation Service, Trout Unlimited and private landowners, depending upon source of restoration funding.

Mark Selman, PE
Project Manager, Environmental Engineer



Education

M.S., Environmental Pollution Control/Civil Engineering, Pennsylvania State University, University Park, PA
B.S., Environmental Resource Management, Pennsylvania State University, University Park, PA

Registrations/Certifications

Professional Engineer:
CO: #42225
WY: #11977
WA: #47301
OR: #8212OPE
GA: #PE036788

Training

OSHA 40-hour Hazardous Waste Operator (HAZWOPER) Training
OSHA HAZWOPER 8-hour Refresher (current)

Expertise Relevant to Adams County Brownfields Assessments

- ◆ Brownfields site assessments and VCUPs
- ◆ Remedial design/remedial action for Brownfields, VCUP, RCRA, and CERCLA sites
- ◆ Interaction and negotiation with regulatory agencies
- ◆ Extensive experience working in Colorado and under EPA Region 8 and CDPHE regulations

Career Summary

Mr. Selman is a licensed Professional Engineer with more than 30 years of experience in environmental science and engineering. He has served as a Project Engineer, Project Manager, Senior Engineer, and Technical Director for many projects. Using this experience in remedial engineering and environmental regulations (e.g., RCRA, CERCLA, TSCA), Mr. Selman has guided many public- and private-sector clients to successful and cost-effective solutions to their challenging environmental projects.

Example Projects

Oil Spill Cleanup and No Further Action, Denver, CO; Client: Confidential. Project Manager for the remediation of a fuel hydrocarbon spill at an operating paint manufacturing facility. The project achieved the client's ultimate objective of an No Further Action determination from the CDPHE.

Remedial Alternatives Analysis, Wadsworth Bypass, Arvada, CO; Client: CDOT. As Project Engineer, prepared remedial alternatives and cost optimization analyses for this rapid turnaround project. The overall project scope was to assess the extent of soil and groundwater contamination from releases of gasoline and diesel fuel from an existing retail fuel facility adjacent to Wadsworth Bypass Project, followed by the preparing a feasibility study and cost analysis.

Technical Director for Portfolio of Environmentally-Impaired Brownfields Properties; Client: LandBank, Inc. LandBank sought and acquired environmentally-impaired real estate as its primary business model. After acquiring the impaired properties, LandBank managed their restoration and either retained the property as an income-producing asset or sold the property for subsequent development by another party. As Technical Director for LandBank responsible for completing environmental due diligence and also managing the remediation/restoration of the acquired properties.

Immediate Removal Action, Site Manager. Pittsburgh, PA; Client: Confidential. Site Manager on a \$3 million Superfund Immediate Removal Action involving PCBs and dioxin contamination in a densely populated residential area. The project involved the stabilization of a 2.5-acre scrap metal yard that had become contaminated with PCBs and dioxin. The operator of the site had been engaged in copper recycling by burning PCB-saturated transformer oil from transformer coils. The incomplete combustion of PCBs resulted in uncontrolled emissions of dibenzo-p-dioxins and dibenzofurans from the site into a densely populated residential area. PCB concentrations as high as 32,000 mg/kg in soil were detected on site and PCB-contaminated sediments from surface-water runoff were detected up to 0.5 mile from the site. Directed this two-year characterization and emergency response project for the EPA, which featured an innovative cleanup program. PCB-contaminated scrap

Mark Selman, PE
Project Manager, Environmental Engineer

metal was first decontaminated on site and subsequently shipped off site for recycling to a local steel blast furnace. Responsible for the design of an on-site wastewater treatment facility that would minimize decontamination wastes by recycling decontamination solution. Developed the sampling and analysis/quality assurance procedures for ensuring that the decontaminated metal was suitable for off-site recycling at the blast furnace. Five thousand cubic yards of PCB-contaminated soils surrounding the processing building (the source of dioxin) were also excavated and transported off site, resulting in safe residual PCB levels on site. Developed the sampling and analysis and statistical data reduction protocol for determining which parts of the site required remediation. The dioxin cleanup involved the brick-by-brick decontamination and razing of the processing building within an enclosure.

Former Atlas D Missile Site 4 Focused Feasibility Study and Pilot Tests, F.E. Warren AFB, Cheyenne, WY; Client: USACE, Omaha District. Project engineer for the preparation of a CERCLA Focused Feasibility Study for this state-lead Superfund and Formerly Used Defense Site currently in progress. Releases of TCE occurring near the former Atlas D missile launch areas in the mid-1960s migrated to the bedrock aquifer and ultimately resulted in an extensive plume of dissolved TCE in groundwater that threatens a portion of the drinking water supply for the City of Cheyenne. Coauthored the Remedial Action Alternatives Technical Memorandum and the Draft and Draft Final Focused Feasibility Studies (FFS) for Site 4. Remedial alternatives developed in the FFS for the source area included thermal treatment, in situ chemical oxidation, cometabolic degradation with alkane gases, and reductive dechlorination through one or more commercially available dechlorination agents. Alternatives developed to address the dissolved TCE plume included hydraulic intercept by extraction wells and the treatment of recovered groundwater at the municipal treatment plant.

Bulk Fuel Terminal Facility; Client: Confidential. RCRA Subject-Matter Expert and Project Engineer for a comprehensive remedial investigation/feasibility study (RI/FS), remedial design, and remedial action for a near-shore upland property. Pentachlorophenol repackaging operations at the facility involving batch tank mixing and buried pipeline transfer to a loading area created a significant RCRA corrective action and waste management challenge. Worked closely with the state regulatory agency to negotiate a favorable outcome on behalf of client for demolition and disposal under RCRA for listed dangerous/hazardous waste number F027. Also planned bench and pilot tests to evaluate similar cost savings for remedial options related to another solid waste management unit involving the release of TCE to soil and groundwater.

Petroleum Remediation Program; Client: TOC Holdings Co. Served as Project Remediation Engineer to complete feasibility studies, pilot studies, remedial system design, implementation, and operation and maintenance for more than 30 fueling facilities and bulk fuel terminals. Systems were designed to remediate fuel hydrocarbon releases using soil vapor extraction, air sparging, dual-phase extraction, oxidant injection, and groundwater recirculation technologies.

Kelly Hranac, PG, RG

Community Outreach Manager, Hydrogeologist



Education

B.A., Geology, Miami University,
Oxford, Ohio, 1979

Course work completed toward
M.S. in Hydrogeology, University
of Arizona, Tucson, 1981

Registrations/Certifications

Professional Geologist, WY
Registered Geologist, CA

Training

OSHA 40-hour Hazardous Waste
Operator (HAZWOPER) Training

OSHA HAZWOPER 8-hour
Refresher

OSHA Site Supervisor Training

Expertise Relevant to Adams County Brownfields Assessments

- ◆ 20 years' experience preparing public education/outreach materials for environmental projects
- ◆ 35 years' experience designing/conducting site investigations (e.g., Phase I/II ESAs, Site Inspections, Remedial Investigations, VCUPs)
- ◆ Community Education Manager for Wheat Ridge Brownfields Assessment Grant
- ◆ Understanding of federal and state environmental regulations—20 years' experience as an EPA contractor
- ◆ 10 years' experience designing/presenting environmental workshops

Career Summary

Ms. Hranac is a hydrogeologist specializing in environmental compliance, hydrogeology, and water quality, with more than 30 years of experience in project management, regulatory compliance, compliance assistance, regulatory and technical training, coordination with regulatory agencies, site investigation and remediation, staff and contractor supervision, and technical writing. She has extensive experience working with CERCLA, RCRA, CWA, SDWA, NPDES, NEPA, and state regulations in California, Arizona, Colorado, Wyoming, Nebraska, and Texas. Ms. Hranac more than 20 years of experience in project estimating, scheduling, and tracking and has managed several multi-million dollar investigation and remediation projects simultaneously.

Relevant Project Experience

Wheat Ridge Brownfields Assessments, Wheat Ridge, CO; Client: City of Wheat Ridge. Community Relations Manager, as a subconsultant under RMC's contract with the City to provide environmental assessments for properties in areas of the City targeted for redevelopment. Prepares newspaper articles, mailings to targeted property owners, website updates on Brownfields activities and fact sheets and other community involvement mailings. Participates in community meetings. Also assists with technical review of Phase I/II ESA reports. These activities are funded through the City's EPA Brownfields Assessment Grant. To date, have provided two website updates, two mailings to targeted redevelopment areas, and participated in two public meetings.

CWA Training for Tribal Environmental Staff; Client: EPA Region 5. Developed the program-specific training portion of the certification for environmental staff of Tribes in Region 5 to become EPA NPDES inspectors. The four-day course presented an overview of the Clean Water Act, then provided detailed information on the NPDES industrial wastewater and stormwater and construction stormwater regulations, general inspection procedures, procedures for conducting inspections at facilities that had wastewater and stormwater permits, documenting inspections, and providing compliance assistance to inspected facilities.

Phase II MS4 Train-the-Trainer Course; Client: EPA Region 5. Developed content, cost estimate, and video and obtained speakers for a four-day workshop that described the requirements of EPA's NPDES stormwater Phase II regulations for small MS4s. Taught six of the eight modules in this "train-the-trainer" workshop developed for EPA personnel and representatives from Region 5 states. Course materials included a trainers' notebook that included all presentations, example BMP materials, articles, model ordinances, and other materials; an interactive CD containing the presentations, other resources, and internet links to useful sites; and a video written and directed by the project team that

Kelly Hranac, PG, RG

Community Outreach Manager, Hydrogeologist



described the watershed approach to Phase II permitting developed in the Macatawa Watershed, Holland, Michigan.

St. Kevin Gulch Watershed Studies, San Isabel National Forest, CO; Client: Forest Service, Region 2. As Project Hydrogeologist, assisted the Forest Service, EPA, and the interagency workgroup in completing a watershed analysis of the St. Kevin Gulch Watershed to characterize metals contamination in waste rock and tailing piles; assess surface-water impacts from historic mining activities; and evaluate risks to aquatic, ecological, and human receptors. Prepared a comprehensive bibliography of all watershed-related documents and linked the bibliography to a GIS database and interactive map that also included mining claim ownership and sampling data. Screened recently collected waste rock/tailings and surface-water data against receptor criteria for heavy metals and wrote a Data Summary Report that identified the specific mines and waste rock/tailings piles that are contributing the highest metals loads to St. Kevin Gulch.

Using Compost as a Stormwater BMP Factsheets; EPA Region 5. Worked with composting industry leaders to develop factsheets for three compost-base stormwater BMPs—compost blankets, compost berms, and compost filter socks—that were posted on EPA's Phase II Menu of Stormwater BMPs.

Investigation of Elemental Phosphorus Plant, MT; Client: US EPA. Project manager and hydrogeologist for this Expanded Site Investigation (ESI) at an elemental phosphorus plant, which involved collecting more than 60 samples of combustible elemental phosphorus waste, groundwater, surface water, sediment, and surface soil. The ESI results were to be used to rescore the site for the Superfund list. Also managed and provided technical input to a Focused Feasibility Study that evaluated disposal and treatment options for elemental phosphorus waste remaining at the facility.

Site Investigation and Cleanup, Pantex Plant, TX; Client: Department of Energy. Project coordinator and primary contact for USACE contract. Prepared planning documents and reports for environmental investigations, provided technical support, addressed client concerns, disseminated client information among team members, provided consistency among all project documents, addressed regulatory compliance issues, tracked project budget and progress for monthly reports, and prepared cost estimates for future work. Project manager of four delivery orders, including investigations at three former high explosives test firing sites and remediation at one firing site involving depleted uranium. Prepared posters illustrating the results of investigations for public open house and attended open house to answer questions.

Tepee Work Center Site Remediation, SD; Client: Forest Service, Region 2. As Environmental Compliance Specialist, developed work plan to excavate drum-disposal areas, dispose of crushed drums and contaminated soil, conduct confirmation sampling, and reclaim the site. The drums previously contained Beetle Belter, a pesticide containing ethylene dibromide (EDB), which is a U-listed hazardous waste. Prepared a non-hazardous waste assessment that showed the soil containing EDB was not a hazardous waste based on two RCRA factors: the Forest Service's knowledge that the containers likely qualified as RCRA empty when disposed and that the Beetle Belter was often mixed with other pesticides before use. This assessment was accepted by the State of South Dakota, which allow RMC to dispose of the soil as industrial waste—saving the client more than \$30,000.

Andre Gonzalez, CIH, President
Safety and Health Manager



Education

B.A., Biology, University of Iowa, 1987

Registrations/Certifications

Certified Industrial Hygienist (CIH), Certificate #6895, December 1995

NIOSH 582 "Sampling and Evaluating Airborne Asbestos Dust"

EPA-Accredited and CDPHE-Certified in the following asbestos worker disciplines:

AHERA Project Designer

AHERA Building Inspector

AHERA Management Planner

Air Monitoring Specialist

Training

OSHA 40-hour Hazardous Waste Operator (HAZWOPER) Training

OSHA HAZWOPER 8-hour Refresher (current)

OSHA Confined Space Training

OSHA

Expertise Relevant to Adams County Brownfields Assessments

- ◆ ACM/LBP and mold surveys, control, monitoring, and management
- ◆ Indoor air quality and vapor intrusion assessments and studies
- ◆ Project manager for various asbestos abatement/structure demolition projects
- ◆ 20 years of experience in safety, industrial hygiene, and environmental remediation
- ◆ Currently working with RMC on the Wheat Ridge EPA Brownfields Grant
- ◆ Drug lab assessment/cleanup oversight

Career Summary

Mr. Gonzalez has more than 20 years of experience in safety, industrial hygiene, and environmental remediation. He is certified in the comprehensive practice of industrial hygiene. His areas of expertise include hazardous waste clean-up operations; asbestos and lead identification and management; beryllium compliance; indoor air quality; air contaminant sampling and interpretation of analytical results; construction and demolition safety; hazardous materials management; employee training; methamphetamine assessments and oversight of clean-up operations; and health and safety plan preparation and implementation. Mr. Gonzalez has a Department of Energy (DOE) Q-Clearance.

Relevant Project Experience

Asbestos Abatement, Jefferson County, Colorado; Client: Jefferson County Schools R1. Project Manager for multiple school projects for the Jefferson County School District, ranging from small- to large scale-abatement projects. Responsible for overseeing staff conducting asbestos inspections of various schools in coordination with the Facility Management Group's plans for summer renovation projects. Once the asbestos inspection was completed, prepared a written asbestos-abatement specification and project bid documents. In conjunction with the Facility Management Group, conducted contractor bid-walks and answered contractor questions. Once contract was awarded, provided asbestos-abatement project management on behalf of Jefferson County Schools to ensure compliance with all applicable regulations. Services included collecting all perimeter asbestos air samples, final visual inspections, and final clearance air testing.

Wheat Ridge Brownfields Assessments, Wheat Ridge, CO; Client: City of Wheat Ridge. Supports RMC by providing asbestos and lead-based paint surveys for Brownfields sites undergoing Phase II ESAs. To date, Foothills has assisted RMC with asbestos surveys at six sites. Provides input to abatement strategies.

Various Military Bases, Hawaii. Developed and implemented health and safety plan during the removal of more than 200 USTs. Monitored confined spaces for hazardous atmospheres during removal of USTs. Oversaw the activities to ensure compliance with the work plans and to verify completion of all work activities. Collected soil samples as required for tank closure and interpreted the analytical results.

Methamphetamine Assessments. Mr. Gonzalez is a CIH as defined in Section 24-30-1402, Colorado Revised Statutes with experience in conducting methamphetamine assessments and overseeing cleanups. He has performed methamphetamine assessments since 2004 and has the experience, training, and knowledge in various sampling techniques and the ability to recognize and evaluate hazards that may be associated with clandestine drug laboratories.

Andre Gonzalez, CIH, President
Safety and Health Manager



U.S. Army Materials Technology Laboratory, Watertown, MA. Conducted asbestos inspections of all buildings and developed asbestos removal plans and procedures. Managed abatement contractors to ensure proper removal and regulatory compliance and collected work-zone and final-clearance air samples. Collected personal air samples for beryllium, silica, and lead and interpreted results to ensure adequate worker protection. Managed the inspection of over 70 chemical and sanitary sewers for radiation contamination. Monitored work zones during drilling activities and provided safety support during decommissioning and demolition of a nuclear test facility and associated laboratories.

Rocky Mountain Arsenal, Commerce City, CO. Developed and implemented health and safety plans and procedures during site investigation and remediation. Site activities included core drilling to determine extent of contamination; characterization of unknown liquids remaining in abandon pipelines, vessels, and tanks; dismantling, demolition, and decontamination of characterized pipelines, vessels and tanks. Health and safety oversight and monitoring of personnel operating water pump and treatment facilities. Managed training and medical surveillance records of over 80 employees and provided all necessary training for site activities which included hazard communication, respiratory protection, fall protection, lock-out/tag-out, and 8-hour hazardous waste refresher training. Investigated all accidents/incidents to determine 'root cause' and implemented corrective actions.

Joseph Mastromarchi, PG
QA/QC Manager, Hydrogeologist



Education

B.S., Geology, 1989, St. Lawrence University, Canton, New York, 1989

Registrations/Certifications

Professional Geologist, WY

Training

OSHA 40-hour Hazardous Waste Operator (HAZWOPER) Training
OSHA HAZWOPER 8-hour Refresher (current)
OSHA Site Supervisor Training
Red Cross CPR and First Aid Certified

Expertise Relevant to Adams County Brownfields Assessments

- ◆ 20 years site investigation/evaluation experience (e.g., Phase I/II ESAs, VCUP, Remedial Investigations)
- ◆ Drilling, sampling field management
- ◆ Currently conducting Phase I/II ESAs under for City of Wheat Ridge EPA Brownfields Assessment Grants
- ◆ Extensive experience in QA/QC of environmental data, including data reduction and interpretation; database management, and ACRES

Career Summary

Mr. Mastromarchi is a hydrogeologist with 20 years of experience in environmental consulting, with an emphasis on subsurface investigations and site characterization. He has extensive experience performing drilling, borehole logging, and well installation oversight, aquifer testing, GPS mapping, and environmental sample collection. He is proficient in all aspects of environmental project planning, reporting, and implementation. Through his wide range of environmental project experience, he has gained a thorough knowledge of CERCLA, RCRA, CWA, SDWA, CAA, and NEPA regulations, and practices.

Relevant Project Experience

San Haven Brownfields Assessment, Dunseith, ND; Client: Turtle Mountain Band of Chippewa. Field Manager/Project Geologist for Phase 2 ESA of this former State Hospital site. This EPA Brownfields Program project involved sampling and analysis using the TRIAD approach, including on-site mobile laboratory analysis of primary investigative samples with laboratory confirmation of selected sample splits. Project tasks included surface and subsurface soil sampling, monitoring well installation and sampling, and asbestos and LBP surveys.

Wheat Ridge Brownfields Assessments, Wheat Ridge, CO; Client: City of Wheat Ridge. Researches and write Phase I ESAs. Prepares UFP-QAPPs, Work Plans, and SAPs for Phase II ESAs, conducts field work, reviews analytical data according to EPA guidelines, and writes Phase II ESA reports.

Phase I/II ESA, Baca Ranch, Saguache County, CO; Client: NPS. Field Team Leader and technical writer for Phase I/II Investigations at this 97,000-acre property, where historic gold and silver mining and typical cattle-ranch operations took place over the past century. The mining district is located along the west flank of the Sangre de Cristo mountain range, at elevations from 8,000 to 12,000 feet. Field work included collecting surface water, mine spoils, soil, and groundwater samples from locations throughout the site. The investigations supported a property transaction whereby the property became public land, expanding the NPS, U.S. Fish and Wildlife, and USFS programs.

Limited Phase 1 ESA, former Lewis Petroleum property, Salida, CO; Confidential Client. Performed a limited ESA that focused on review of a recent storage tank closure Site Characterization Report and on-site sanitary system closure at this former bulk petroleum facility.

Phase 1 ESA, Fairplay Girls and Boys Club Property, Fairplay, CO; Client: Colorado East Bank and Trust. Performed this assessment according to the EPA (2005) AAI Rule.

Joseph Mastromarchi, PG
QA/QC Manager, Hydrogeologist



Phase 1 ESA, proposed Best Western Hotel Site, Fairplay, CO; Client: Colorado East Bank and Trust. Performed this assessment according to the EPA (2005) AAI Rule. The planned use for this property as a hotel was implemented in 2009.

Atlas D Missile Site 4 Focused Feasibility Study, F.E. Warren AFB, WY; Client: USACE-Omaha. Hydrogeologist responsible for remedial investigation design and oversight involving installation of deep groundwater monitoring and SVE wells, groundwater and soil-vapor sampling/analyses, data validation/interpretation, and reporting. Directed field inspections during SVE pilot study operations and sampling, semi-annual groundwater sampling and chemical analyses by an off-site laboratory.

Atlas D Missile Site 4 Supplemental Studies; F.E. Warren AFB, WY; Client: USACE-Omaha. Hydrogeologist responsible for directing all field data acquisition; database management, and data validation; managing all laboratory/QC-related aspects of sample collection, analysis, and summary; developing and QC of QAP sampling plans, and assuring proper management of IDW as a listed hazardous waste.

Atlas D Missile Site 4 Pre-Design Characterization, Cheyenne, WY; Client: USACE. As Field Operations Manager/Project Geologist, coordinated subsurface investigation of a trichloroethylene groundwater contaminant plume in support of the in-progress Feasibility Study for this site. Oversaw drilling and well installation; coordinated well drilling and geophysical and hydrophysical testing subcontractors; conducted aquifer testing and SVE pilot testing; and treated investigation-derived wastewater.

Atlas D Missile Site 4 Time-Critical Response Action; F.E. Warren AFB, WY; Client: USACE-Omaha. Hydrogeologist responsible for field construction and quality QA during installation of two GAC units. The work required constructing concrete footings, assembling GAC containment structures, excavating around existing utilities, plumbing water supply lines, installation of new electrical service lines, sizing and installing GAC units with influent and effluent sampling ports, and periodic O&M QC. Also ensured that initial and quarterly water sampling was performed in accordance with ER 1110-1-263 and chemical analyses were executed by a NELAC-certified DoD QSM-11 compliant laboratory. Reviewed TCRA quarterly and annual reports.

Anne Clements Eckman, PG

Environmental Specialist



Education

B.A., Geology with an Emphasis on Anthropology, Western State University of Colorado, Gunnison, Colorado 1989

Registrations/Certifications

Professional Geologist, PA, No. PG002596-G

Training

OSHA 40-hour Hazardous Waste Operator (HAZWOPER) Training
OSHA HAZWOPER 8-hour Refresher
OSHA Site Supervisor Training
SafeLandUSA Certification
Hydrogen Sulfide Awareness and Safety Training
AHERA Asbestos Inspector
Red Cross CPR and First Aid Certified

Expertise Relevant to Adams County Brownfields Assessments

- ◆ Conducted and managed Due Diligence Assessments, Compliance Audits, Hydrogeologic Investigations, Site Characterizations, Remediation Investigations, and Risk-Based Corrective Action Plans for developed, undeveloped, commercial, residential, and industrial properties throughout the contiguous United States.
- ◆ Geologist with 22 years' experience in the environmental consulting industry.
- ◆ Extensive experience in managing historical spill and remediation projects for OGCC

Career Summary

Ms. Eckman is a licensed Professional Geologist with five years' experience in the enforcement of Colorado OGCC rules for exploration and production (E&P) waste, including technical review of Spill Reports, Site Investigation and Remediation Work Plans, pit closures, domestic water well investigations, and resolution of complaints from the public sector. Candidate 1's experience also includes More than 20 years of experience conducting environmental due diligence site assessments and investigations and downstream oil and gas investigation and remediation projects.

Relevant Project Experience

Due Diligence Studies, Detroit, Michigan; Client: General Motors. Managed a nationwide program for General Motors lending and insurance entities involving real-estate driven (due diligence) transactions of hundreds of automobile service facilities, automobile dealerships, industrial, commercial, and undeveloped properties.

Former Action Auto Facilities throughout Michigan; Clients: Total Petroleum and Net2LP. Managed the assessment, remediation, and risk-based closure of releases at 50 retail gasoline stations in Michigan. Included extensive negotiation with surrounding property owners, regulatory agencies, and legal counsel.

Phase I Site Assessments (ESAs), Limited ESAs and Transaction Screen Assessments (TSAs); Multiple Clients. Conducted hundreds of ESAs, Limited ESAs, and TSAs throughout the United States under ASTM 1527 to provide professional opinion of the environmental disposition of numerous commercial, residential, industrial, and undeveloped properties under the CERCLA "innocent landowner" defense.

Underground Storage Tank (UST) Site Investigations in Colorado, Arkansas, Texas, and Louisiana; Client: Truman Arnold/The Arnold Companies. Extensive field work included installing soil borings and monitoring wells; overseeing tank removals, soil vapor surveys, remediation systems; and preparing technical reports to satisfy state regulatory requirements.

Water Resources Investigation, Green River Basin, Wyoming; Client: Chevron USA. Completed an assessment of natural springs, streams, and ponds ahead of and following a seismic survey of Bureau of Land Management land outside of Evanston, Wyoming to assess potential impacts to water quality, chemistry, and flow-rate changes.

Anne Clements Eckman, PG
Environmental Specialist



95th and Roosevelt UST Remediation, Seattle, Washington. Project Manager for the investigation, remedial design, and remedial action at a former retail fuel facility. The project was a Voluntary Cleanup Action under the State of Washington Department of Ecology and involved the assessment and removal of abandoned USTs, shoring to maintain the safe removal of contaminated soil, soil removal, and site restoration. Project required frequent interaction with state and local officials resulting in a No Further Action determination.

Consultant, Denver, Colorado; Client: Colorado OGCC. Conducted a reclamation project to evaluate hundreds of abandoned oil and gas facilities in Northeast Colorado for the Field Inspection Unit of the OGCC. This project involved extensive field work and development of an evaluation of each facility based on environmental sensitivity.

Environmental Protection Specialist, Denver, Colorado; Client: Colorado OGCC. Currently provides contract support to Environmental Protection Specialists in the Environmental, OGLA, and Field Inspection Units of the OGCC. Provides technical knowledge of OGCC rules enforcing E&P waste management throughout the state. Responsibilities include:

- ◆ Analyzing public health and environmental impacts of oil & gas operations
- ◆ Evaluating, approving and overseeing remedial action plans developed by oil and gas operators and their third party consultants and the recommending appropriate enforcement actions against violators
- ◆ Evaluating, approving, and developing site-specific Conditions of Approval for remediation work plans
- ◆ Determining No Further Action status for spills and remediation projects
- ◆ Review and closure of pits
- ◆ Resolving complaints filed by the public
- ◆ Preparing letter reports detailing domestic water well sampling results
- ◆ Training OGCC employees and contractors on the use of the COGIS database, COGCC Rules, and the processing of Form 4 Sundries, Form 15 Pit Reports, Form 18 Complaints, Form 19 Spill Reports, and Form 27 Site Investigation and remediation work plans
- ◆ Creating a data management system for unresolved spills, remediation projects, and Notices of Alleged Violations to track and resolve historical backlog
- ◆ Special research into spills for media inquiries and presentations to OGCC Commissioners ahead of rulemaking
- ◆ Research and resolution of multiple remediation projects related to Administrative Orders by Consent in which domestic water wells were impacted by oil and gas operations.

Jennifer Hussey, PG
Senior Geologist



Education

M.A., Geology, Miami University,
Oxford, Ohio, 1995

B.A., Geology, Miami University,
Oxford, Ohio, 1994

Registrations/Certifications

Professional Geologist, In-Progress

Training

OSHA 40-hour Hazardous Waste
Operator (HAZWOPER) Training

OSHA HAZWOPER 8-hour Refresher
(current)

OSHA Site Supervisor Training

Red Cross CPR and First Aid Certified

Expertise Relevant to Adams County Brownfields Assessments

- ◆ 20 years' experience conducting environmental investigations (e.g., Phase I/II ESAs, hazardous materials assessments, site investigations)
- ◆ Currently conducting Phase I/II ESAs and updating ACRES database for Wheat Ridge Brownfields Assessment Grant
- ◆ Soil, core, vapor, groundwater, surfacewater sampling
- ◆ Data assessment and interpretation
- ◆ Data validation
- ◆ Regulatory compliance

Career Summary

Ms. Hussey is an environmental geologist with extensive experience in environmental site assessments, field investigations, sample collection, data quality review, and technical writing and documentation. She has led in site characterizations, environmental site assessments, long-term monitoring programs, and abandoned mine land (AML) investigations. Her field experience includes drilling oversight, logging boreholes, well installation, field sample collection (soil, groundwater, surface water, and soil gas), hydraulic testing, informational surveys, oversight of excavations, and global positioning system (GPS) mapping. She has prepared numerous technical reports, including updating databases and preparing Work Plans, Site Safety and Health Plans, Quality Assurance Plans, Data Quality Assessments, Five-Year Remedy Review Reports, Corrective Action Plans, and Site Characterization and Closure Reports.

Example Projects

CDOT Initial Site Assessments (ISAs), CDOT Regions 2 and 6; Client: PB Americas for CDOT. Project Geologist for ISAs 17 urban and suburban right-of-way corridors covering 112 miles in Bent, Custer, El Paso, Fremont, Pueblo, and Otero Counties, Colorado. The ISAs, conducted according to ASTM Standard E1528-06 Transaction Screening Assessments, involved review of regulatory agency records of the corridors to identify releases or potential releases of hazardous materials or waste and intensive pedestrian and windscreen survey of the project corridors and adjoining properties of concern from publicly accessible areas.

Phase II Targeted Brownfields Environmental Site Assessment (ESA) for the Tucumcari Truck Terminal, Tucumcari, NM; Client: USACE, Tulsa District. As Senior Geologist and Site Health and Safety Officer (SSHO) drilled and logged 20 borings; installed temporary monitoring wells; collected groundwater, surface soil, and subsurface soil samples for VOC, TPH, PAH, and TAL Metals analysis; managed investigation-derived waste (IDW); and recorded GPS coordinates for all boring/sample locations. Also prepared the Uniform Federal Policy Quality Assurance Project Plan, Site Safety and Health Plan, and the project report documenting assessment findings and activities.

Phase II Environmental Site Assessment for the Albuquerque Locomotive Shops, Albuquerque, NM; Client: USACE, Tulsa District. As Senior Geologist/SSHO, conducted field investigation to determine the presence/absence of soil and/or groundwater contamination and whether potentially hazardous materials are present at the shops. Field tasks included logging and sampling 18 soil borings advanced using the direct-push technique; collecting soil and groundwater samples from borings and existing monitoring wells; sampling contents of a fuel cellar AST, oil/water separator, and concrete water reservoir for laboratory analysis; and managing IDW. Prepared the work plan and report summarizing the findings for the areas of concern investigated.

Jennifer Hussey, PG
Senior Geologist



Phase II Site Investigation, Titan 2C Missile Silo, Elizabeth, CO; Client: USACE. As Senior Geologist, installed four shallow groundwater monitoring wells and ten shallow soil borings as part of an expanded site investigation to determine the presence of chlorinated solvent and metals contamination on site and the potential off-site migration. Performed well development, groundwater sampling, and aquifer/slug testing activities.

Phase II Site Investigation, Chiricahua National Monument, AZ; Client: National Park Service. Field Team Leader, oversaw borehole drilling and groundwater monitoring well installation and collected soil and groundwater samples at a former leaking underground storage tank (UST) site within the Monument's maintenance yard.

Atlas D Missile Site 4 LTM Program, Cheyenne, WY; Client: USACE. Field Team Leader/Senior Geologist for the 2010 and 2011 LTM program at Area A, the transition area, and Area B associated with the site. Assisted in collecting groundwater samples from approximately 72 wells, including test holes and monitoring, domestic, industrial, irrigation, production, and stock wells. Multiple discrete-interval samples were collected from several of the wells. Samples were analyzed for volatile organic compounds (VOCs) and natural attenuation parameters. Also evaluated analytical and field data, conducted the analytical data review and assessment, and prepared reports presenting analytical results and findings.

LTM Activities Former Atlas "E" Missile Sites 11, 12, and 13, CO; Client: USACE. As Senior Geologist, collected groundwater samples from 50 monitoring wells located at the former sites for VOC analysis. Also treated all purge and decontamination water on site with a mobile granulated activated carbon (GAC) treatment system.

LTM Activities at England, Minot, Grand Forks, Bergstrom, Cannon, Nellis, and Mountain Home AFBs; Clients: USACE, Omaha District and AFCEE. Field Team Leader/Project Geologist on projects to conduct long-term groundwater monitoring of landfills; petroleum, oil, and lubricant areas; solid waste management units (SWMUs); and base-wide operable units at AFBs. Tasks included collecting samples, inspecting and repairing wells, inspecting and performing maintenance on landfills and GPS mapping.

Chalk Creek Watershed Engineering Evaluation/Cost Analysis (EE/CA), San Isabel National Forest, Chaffee County, CO; Client: U.S. Forest Service (USFS). Served as Senior Geologist and Technical Writer for project that involved extensive field studies at 14 separate AML sites located in the Chalk Creek Watershed. Site characterization activities consisted of collecting soil, tailings, and surface water samples; collecting GPS data; assessing existing site conditions, and identifying alternatives for reclamation. Worked closely with the USFS and U.S. Environmental Protection Agency to generate a comprehensive EE/CA for all relevant mine sites within the watershed in accordance with the criteria established under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), sections of the National Oil and Hazardous Substance Pollution Contingency Plan (NCP) applicable to non-time critical removal actions.

Ben Noller, PG, CPESC Geologist



Education

M.S., Environmental Science,
University of Oklahoma, 1991

B.S., Geology, University of
Oklahoma, 1988

Registrations/Certifications

Professional Geologist, WY, UT

Certified Professional in Erosion and
Sediment Control

Certified Cost Professional

Training

OSHA 40-hour Hazardous Waste
Operator (HAZWOPER) Training

OSHA HAZWOPER 8-hour Refresher
(current)

OSHA HAZWOPER Level C Supervisor

OSHA Site Health and Safety
Coordinator

Red Cross CPR and First Aid Certified

Risk-Based Corrective Action Training

Expertise Relevant to Adams County Brownfields Assessments

- ◆ More than 20 years' experience conducting Phase I/II ESAs; site characterization; designing and executing drilling and sampling programs
- ◆ Feasibility assessments of remedial actions
- ◆ Data reduction and interpretation
- ◆ Working on Wheat Ridge Brownfields Assessment Grant projects
- ◆ Soil, soil gas, groundwater, surface-water, and core sampling
- ◆ Certified Professional in Erosion and Sediment Control

Career Summary

Mr. Noller has over 23 years of experience in the environmental industry where he has applied environmental expertise to projects ranging from small-scale efforts to multi-million-dollar, long-term programs. He has experience in the private, municipal, and federal sectors and considerable field experience in data collection, site assessment activities, and remediation. In addition Mr. Noller has developed work scopes, proposals, and budgets; managed environmental programs; authored characterization reports, corrective action plans, and voluntary cleanup plans; and interacted with regulatory agencies. He is an active affiliate faculty at Colorado State University, where he lectures on topics including water quality, environmental law, and environmental degradation, as well as presenting case studies based on projects performed during his career as an environmental professional.

Relevant Project Experience

Feasibility Assessment, Denver, CO; Client: City and County of Denver. Designed and implemented a bedrock investigation and monitoring program to assess the feasibility of implementing the selected remedial action (slurry wall and clay cap). Program consisted of pressure-grouting surface casing, coring bedrock, describing core and fractures, installing wells, and performing vertical permeability testing of bedrock samples. Results of field effort allowed conclusions regarding bedrock gradients and potential interaction with the alluvial aquifer to be determined.

Wheat Ridge Brownfields Assessments, CO; Client: City of Wheat Ridge. Work completed under this task involved preparing a Site-Specific Field Sampling Plan (FSP), updating a UFP-QAPP for EPA approval, preparing a HASP, and conducting a limited Phase II ESA that entailed advancing five boring and collecting soil samples for analysis. The findings of the Phase II ESA were used as a basis for a comprehensive report. All Phase II field work followed the standards for Phase II ESAs established ASTM Standard E1903-11, *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*. Completed Phase II

work will also be consistent with the requirements of the Colorado VCUP evaluation criteria for soil (e.g., risk-based guidance: Colorado Soil Evaluation Values).

Phase II ESA, Denver, CO; Client PB Americas, Inc. for CDOT. Conducted a limited subsurface soil investigation for CDOT involving advancing four direct-push boreholes. The principal objectives of the investigation was to assess recognized environmental conditions (RECs) identified during the Phase I ESA and assess whether potential site contamination caused by current or previous use of the

Ben Noller, PG, CPESC
Geologist

property (i.e., the occurrence of stained soil and/or black oily substance in an XCEL Energy excavation along the northern property boundary) was a risk to CDOT workers. Soil samples were field-screened for total VOCs using a photo ionization detector and the soil sample with the highest PID reading in boring was submitted for laboratory analysis for VOCs, SVOC, and total petroleum hydrocarbons. Prepared a concise Phase II ESA report documenting the field activities, the results of the analyses, and the impact of the results on future CDOT activities at the site.

UST Removal/Remediation, Denver, CO; Client: City and County of Denver.

Project Manager responsible for removal and closure of two sites at a former vehicle maintenance facility with a total of four USTs ranging in size from 550 to 12,000 gallons and containing gasoline, diesel, and waste oil products. Tasks included conducting oversight and management of the USTs, performing initial abatement measures, defining extent of contamination, compiling a timeline for the release and determining the liability for multiple parties, preparing and implementing corrective action plans, writing closure reports, and managing budgets. Also responsible for interaction with regulatory agency. Addressed the four tanks as three separate issues in order to accelerate site closure documentation from the regulatory agency.

Hydrogeology Assessment, Pueblo, CO; Client: Waste Connections, Inc. As part of a due-diligence effort associated with the acquisition of a landfill property, provided a written report on the geology and hydrogeology of the site and the region. Groundwater at the site occurs in three distinct water-bearing units, all of low permeability. As part of the study, evaluated the adequacy of the groundwater monitoring networks for each of these three zones and suggested additional monitoring locations.

Feasibility Assessments; Farson, WY and Hayden, CO; Client: E2 Services.

Implemented site investigations to assess the feasibility of constructing evaporation ponds to accommodate produced water from oil and gas drilling operations. Specific tasks included the collecting soil samples for geotechnical analyses, installing soil borings to determine subsurface conditions, and determining groundwater occurrence and soil types.

Subsurface Investigation; St. George, UT; Client: Utah Department of Environmental Quality. Performed an investigation to assess current subsurface conditions resulting from hydrocarbon impacts associated with USTs in order to recommend appropriate abatement action for the site. Investigation activities included soil boring and lithologic descriptions; innovative soil gas, soil, groundwater, and sewer sampling; and product bail-down tests.

Phase II Assessments and Risk Analysis; Fruitland, ID; Client: Woodgrain Millworks, Inc. Managed two concurrent site investigations and performed a risk analysis for each site. The first site was a property with hydrocarbon-impacted soil on which the client intended to construct a new Corporate Headquarters. Evaluated the risk of impacted indoor air quality to employees from impacted subsurface soil. The second site was the primary manufacturing facility, which has elevated metals in soil and groundwater. Authored a risk management document that resulted in a No Further Action letter from the regulatory agency.

Jason Kahlert, PG
Senior Geologist/Site Safety & Health Officer



Education

B.S., Geology, San Diego State University, 1992

Registrations/Certifications

Professional Geologist, WY, No. PG-3296

Licensed Well Drilling Supervisor/Water Well Monitoring Technician, NE, No. 99027

Asbestos Building Inspector, EPA No. 2/12BIGHP

Lead Building Inspector, EPA/CDPHE No. L-I-I-1967-2012

Training

OSHA 40-hour Hazardous Waste Operator (HAZWOPER) Training

OSHA HAZWOPER 8-hour Refresher (current)

Red Cross CPR and First Aid Certified

OSHA Site Supervisor Training

OSHA Permit Required Confined Space Entry Supervisor

10-hr OSHA Construction Safety

US DOT Hazardous Materials Transportation

MSHA Surface New Miner

MSHA Underground Miner

Radiation Safety and Nuclear Moisture & Density Gauge Operation

ESRI ArcView, ArcEditor, ArcInfo

Autodesk AutoCAD Civil 3D

Bentley MicroStation

Golden Software Surfer

Expertise Relevant to Adams County Brownfields Assessments

- ◆ 20 years' experience in the environmental site investigations and remedial actions
- ◆ Geographic information system mapping
- ◆ Data assessment and interpretation
- ◆ Currently working on Wheat Ridge Brownfields Grant, conducting Phase I/II ESAs and asbestos/LBP building Site Safety and Health Officer
- ◆ Soil, core, vapor, groundwater, surface water sampling

Career Summary

Mr. Kahlert is a licensed Professional Geologist with experience in training and managing diverse work crews. Mr. Kahlert has extensive experience performing site safety audits on a wide variety of environmental and construction projects. He has extensive experience in Phase I/Phase II site investigations, RCRA/CERCLA site assessments, Corrective Action Plans, remedial design, and site closure and closure reporting. His background includes drilling and logging boreholes, well installation, task and project management, and report preparation, as well as soil, soil gas, groundwater, surface water, air, landfill gas, and wastewater sampling. Mr. Kahlert is proficient in the use of GIS and CADD software to produce maps and analyze data collected during investigations.

Example Projects

Wheat Ridge Brownfields Assessments, Wheat Ridge, CO; Client: City of Wheat Ridge. Geologist for RMC's contract with the City to provide environmental assessments for properties in areas of the City targeted for redevelopment. Has performed 5 Phase I ESAs and assisted with 4 Phase II ESAs, in addition to preparing the GIS maps. These activities are funded through the City's EPA Brownfields Assessment Grant.

Release Assessment and Remediation Projects, CO; Client: CDOT. Staff Geologist for release assessment and remediation projects involving various contaminants, e.g., salt, metals, chlorinated hydrocarbons, and petroleum hydrocarbons. Conducted underground storage tank closure and initial site investigations including logging of soil borings, constructing groundwater monitoring wells, and sampling soil and groundwater. Prepared site investigation and closure reports for submittal to regulatory agency on behalf of the client.

Phase I and Phase II ESAs and Transaction Screens Assessments, CO; Client: Nextel. Project Geologist for six ESAs and TSAs performed under ASTM guidelines on commercial properties for potential cellular antenna installation sites.

Rollinsville Work Center ACM Building Inspection, Rollinsville, CO; Client: USFS. As asbestos inspector for this project, visually examined accessible areas and identified locations of suspected ACM. Collected representative bulk samples of materials suspected of containing asbestos and sent to laboratory for analysis. Documented the quantity of ACM in the various materials and prepared a final report showing sample locations, analysis results, condition of building materials, ACM quantities, and recommendations.

Investigation at Various Sites, Southern Pacific Lines, CA. As Staff Geologist, performed subsurface investigations at numerous sites. Conducted underground storage tank (UST) closure and initial site investigations, including logging of soil

Jason Kahlert, PG

Senior Geologist/Site Safety & Health Officer



borings, groundwater monitoring well installation, and sampling of soil, soil vapor, and groundwater. Prepared site investigation and closure reports for submittal to regulatory agency on behalf of the client.

Abandoned Mine Land (AML) Inventories, ME, TN, WV; Client: National Park Service (NPS). Completed the recording of approximately 175 coal, gravel, and copper AML features and abandoned oil and gas wells, which included photographic documentation, creating detailed site maps, and GPS data logging of site features. Each feature was evaluated for priority health and safety ranking. Following the field data-collection phase, site information was uploaded directly into the NPS AML database using NPS maps, Focus, and CartoPac software on government-provided computers. As field team leader, received government security clearance and specialized training to access the government database. Many of the AML features were located in remote areas requiring backcountry navigation and hiking distances of up to two miles.

Long-term Monitoring (LTM), Regional Groundwater, F.E. Warren Air Force Base, WY, CO, and NE; Client: USACE. Senior Geologist and Field Team Leader for well installation and field sampling of TCE plumes in groundwater at five former Atlas D and E missile sites, including Site 4. Prepared UFP-QAPPs, SAPs, SSHPs, Work Plans, and Standard Operating Procedures. Logged boreholes and installed nested monitoring wells and conducted groundwater sampling of monitoring, residential, stock, industrial, and production wells, as well as discrete-interval groundwater sampling. Prepared technical reports, including GIS maps and figures, for use in determining the final site remedy.

Former Atlas E Missile Site 13 UST Removals, Bellevue, CO; Client: Versar, Inc. for USACE. Site Geologist and SHSO for this project to permanently close five USTs conducted under the Formerly Used Defense Site program. The project involved developing planning documents describing the field procedures and sampling to be conducted, submitting permanent closure notifications and obtaining UST removal permits, removing four USTs and recycling them, closing one UST in place, collecting confirmation samples to ensure there was no remaining contamination, and revegetating the UST sites. At the end of the project, RMC obtained a No Further Action determination from the CDLE-OPS.

Air Tanker Base Hazardous Waste Disposal, Jefferson County, CO; Client: USFS. As Site Geologist/SHSO, oversaw transfer of 5,000s gallons of washout water from a UST into a 10,000-gallon temporary holding tank. During the time the temporary tank was on site, the Air Base had an emergency which necessitated that they discharge 5,000 gallons of fire retardant into the temporary holding tank. Mr. Kahlert sampled the temporary tank liquid for characterization and disposal. The waste was characterized as hazardous due to the arsenic concentration; RMC arranged for proper transportation/disposal of the wastewater at a hazardous waste disposal facility.

Daniel Benecke, PG, CHMM

Asbestos/LBP Survey, Indoor Air Quality Manager



Education

M.S., Geology, Memphis State University, 1983

B.A., Geology, University of Tennessee Chattanooga, 1981

Registrations/Certifications

Professional Geologist, #755, Wyoming

Certified Hazardous Materials Manager (CHMM), #12818, current

NIOSH 582 "Sampling and Evaluating Airborne Asbestos Dust"

Petroleum Storage Tank Committee, Consultant Registration Program, Individual Registration #5186

EPA-Accredited and CDPHE-Certified in the following asbestos disciplines:

AHERA/CDPHE Project Designer

AHERA/CDPHE Building Inspector

Training

OSHA 40-hour HAZWOPER Training

OSHA HAZWOPER 8-hour Refresher (current)

Expertise Relevant to Adams County Brownfields Assessments

- ◆ Certified Hazardous Materials Manager and PG
- ◆ Phase I/Phase II ESAs
- ◆ 27 years environmental industry experience
- ◆ Extensive experience conducting asbestos/LBP surveys and overseeing abatement
- ◆ Experience conducting indoor air-quality studies

Career Summary

Mr. Benecke has 27 years of professional experience as an environmental consultant in Colorado. He provides regulatory, technical, and managerial assistance on asbestos, LBP, hazardous waste, TSCA, RCRA, stormwater management, sustainability and other types of environmental projects. He is the current President of Colorado Environmental Professional Association where he is actively participating in regulatory review and a participant in hearings related to changes in Colorado environmental regulations. This provides a special insight into coordination with government entities and an understanding of requirements for sensible completion of complex projects. Mr. Benecke has provided litigation support for both private and government entities for several asbestos and ground water issues.

Relevant Project Experience

Asbestos Abatement and Building Demolition, Colorado Western State University, Gunnison, CO; Client: CWSU, Julie Feier, VP Finance: Project Manager for the identification, design and removal of asbestos and demolition of nine buildings prior to construction of new student apartments and a fieldhouse. The project consisted of inspections for hazardous materials, designs for removal and demolition, and final grading. Project supervision and air monitoring was an integral part of the asbestos-containing material (ACM) removal and demolition in this multi-phase, three year project.

Denver Public Schools, CO; Client: City and County of Denver. Managed the inspection, design, and project surveillance/air monitoring for the removal of ACM from 23 schools as part of a three-year construction bond program. Projects required close coordination with architects, engineers, and construction trades to facilitate demolition and/or remodeling of schools throughout the district.

Asbestos/LBP Abatement, Colorado Mountain Colleges; Client: Colorado Mountain Colleges (CMC), Peter Waller, Facilities Director: Completed project designs and managed removal of asbestos/LBP at most of the 12 campuses over the last 14 years. The most recent project included completion of hazardous materials, assessment, design for removal and completion of demolition plans for three dormitories in Steamboat Springs (Alpine Campus), Colorado.

Indoor Air Quality Assessments, Colorado Mountain Colleges; Client: Colorado Mountain Colleges (CMC), Peter Waller, Facilities Director. Completed indoor air assessments at various campuses and assisted the colleges with their ten-year Master Plan update by completing hazardous materials assessments at all 12

Daniel Benecke, PG, CHMM

Asbestos/LBP Survey, Indoor Air Quality Manager



campuses. The assessment included asbestos, LBP, indoor air quality, hazards communication, and mold evaluations.

Asbestos Abatement; Client: Jefferson County School District. Managed the inspection, design, and project surveillance/air monitoring for the removal of ACM from 11 schools as part of a five-year construction bond program.

Asbestos Abatement of Judicial Tower South, Colorado Springs, CO; Client: El Paso County, CO. Program Manager for removal of ACM from the structural beams throughout all five floors of the Judicial Tower South. The key point of this project was coordination with the County due to its requirement that the building remain open during abatement. A website was constructed for private and public use to assist the coordination and moving efforts for the project. The project was completed on time and within budget in 2010.

Asbestos/LBP Surveys and Oversight during Renovation, State Buildings Program, CO; Various Colleges and Universities throughout Colorado: Managed asbestos, LBP, and industrial hygiene projects at Adams State University, Colorado Western State University, Colorado Mesa University, University of Northern Colorado and University of Colorado, Colorado Springs. Each project involved construction management during complex renovation and technical upgrades of science buildings, gymnasiums, classrooms and libraries.

Asbestos Abatement; Colorado Springs, CO; Client: Colorado Springs Utilities. Managed an asbestos contract with CSU for more than ten years. Services included inspections of power plants and transmission facilities, operations and maintenance plans, and as-needed responses to various requests throughout the power system in the City. Removal designs and management have included everything from abandoned rail cars to whole buildings including renovation and demolition.

Phase I and Phase II ESAs, El Paso County, CO; Client: Colorado Springs Utilities. Managed completion and review of Phase I and II ESAs for Colorado Springs Utilities for its right-of-way projects under the Pikes Peak Rural Transportation Association, which is funded by a 1 percent sales tax for improvements of right-of-ways throughout the city of Colorado Springs.

Phase I ESAs; Client: Jefferson County. Completed Phase I and Phase II ESAs for numerous undeveloped and developed properties. Identified potential on-site and off-site environmental concerns that lead to decisions by Jefferson County as to whether or not they should purchase the properties for their Open Space Program. These in-depth assessments followed ASTM Phase I guidance and Jefferson County Initial Site Assessment criteria.

Lyle Ardourel

Asbestos/LBP Surveyor



Education

Classwork toward Industrial Construction Management degree, Colorado State University

Registrations/Certifications

NIOSH 582 "Sampling and Evaluating Airborne Asbestos Dust"

EPA-Accredited and CDPHE-Certified in the following asbestos worker disciplines:

AHERA Project Designer

AHERA Building Inspector

Air Monitoring Specialist

EPA-Accredited and CDPHE Lead Inspector

LBP Inspector/Assessor

EPA Radon Contractor Proficiency

Training

OSHA 40-hour Hazardous Waste Operator (HAZWOPER) Training

OSHA HAZWOPER 8-hour Refresher (current)

Expertise Relevant to Adams County Brownfields Assessments

- ◆ Asbestos and lead assessments, control, monitoring, and management
- ◆ EPA and CDPHE certifications for asbestos and LBP
- ◆ Currently assisting RMC on the Wheat Ridge Brownfields Assessment Grant
- ◆ Safety and health oversight of field projects
- ◆ Project manager for various asbestos abatement/structure demolition projects

Career Summary

Mr. Ardourel has more 25 years of experience in construction safety, industrial hygiene, and environmental remediation. He has extensive experience overseeing asbestos abatement projects and is a certified asbestos supervisor in the State of Colorado. His areas of expertise include hazardous waste clean-up operations; asbestos and lead identification, control and abatement; construction and demolition safety; and health and safety oversight. Mr. Ardourel has supervised various asbestos abatement projects throughout the United States and the Territories of Guam and American Samoa. Projects included diverse Federal Aviation Administration (FAA) contracts, the United States Air Force (NORAD), CCoD, and Xcel Energy (formerly Public Service Company). He has managed several large budget abatement/reconstruction projects and worked closely with architectural and contracting representatives on cost estimates and scheduling.

Relevant Project Experience

Stapleton Airport Asbestos Abatement, Denver, CO; Client: City and County of Denver. Supervised 200 abatement personnel and subcontractors conducting asbestos abatement of Stapleton Airport. Purchased materials and drafted progress and tracking reports. Developed critical-path construction schedules and documented information used to pursue change orders and financial claims for contract delays.

Asbestos/LBP Surveys of FAA Buildings, National and Western Pacific Regions. Directed teams collecting bulk samples for asbestos and lead coatings located on/in FAA buildings. These facilities ranged in size from 300,000-square-foot Air Route Traffic Control Centers to 36-square-foot Glide Slope Indicators. Used results of these surveys to develop specifications and technical reports for asbestos/LBP abatement projects. Supported FAA construction projects by providing asbestos and lead compliance administration, as well as on site PCM analysis of asbestos air samples. Assessed the environmental impact and provided project oversight during the removal of a five-story FAA ground radar facility located at San Francisco International Airport. Provided environmental emergency response services for a variety of FAA natural disasters.

Abatement of CRCTA Vessel, Hanford Site, Richland, WA. Wrote the technical asbestos abatement specification for abatement of the CRCTA vessel—an approximately 16-foot-diameter by 40-foot-long stainless steel tank located inside a steel guard vessel, that was inside a concrete caisson below the formerly demolished Building 337 basement. The tank was insulated by thick asbestos blocks which could not safely be removed. The tank weighed approximately 224,000 lbs. The plan was to hoist the tank out of the ground and ship it to the on-site disposal facility. Devised a plan to fabricate a "burrito wrap" to be placed around the vessel once it was hoisted from the ground so that the vessel could be placed safely on a specialized haul vehicle for shipment. The planning for this project was extensive; also wrote the technical asbestos specification for this project. Managed all

asbestos removal, collected daily and final clearance air samples, inspected all containments, and wrote the final asbestos report for the project.

Rocky Flats Environmental Technology Site, Golden, CO; Client: Kaiser-Hill. Managed the asbestos abatement of one of the largest facilities at RFETS. Responsible for overseeing all aspects of asbestos abatement, including building material, soil and air monitoring sampling, and on-site air sample analysis by PCM. This asbestos abatement project lasted for nearly four years due to the complex nature of asbestos abatement in a former nuclear weapons production facility. Buildings were contaminated with beryllium, plutonium, and highly enriched uranium. Collected and analyzed more than 13,000 asbestos air samples during this project.