

Item # 18B

**City of Carson City  
Agenda Report**

**Date Submitted:** April 21, 2010

**Agenda Date Requested:** May 6, 2010

**Time Requested:** Five Minutes

**To:** Mayor and Supervisors

**From:** Purchasing and Contracts

**Subject Title:** Action to determine that Contract No. 0910-148 is a contract for the services of a professional engineer, professional land surveyor or registered architect; that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of services to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding pursuant to NRS 625.530; and to approve Contract No. 0910-148 with GEOCON Consulting, Inc. to provide Carson City Brownfields Assessment Grant Professional Services through July 31, 2012, for a not to exceed cost of \$345,500.00 to be funded from the Grant Fund Account Professional Services as provided in FY 2009/2010. (Sandy Scott-Fisher)

**Staff Summary:** This Contract is to provide professional services for Carson City Brownfields Assessment Grant Professional Services. Consultant is to provide Project Management and Planning, Community Outreach, Phase I and II Environmental Assessments, Cleanup Plans and Reports on various locations in the target study area.

**Type of Action Requested:** (check one)

☐ Resolution ☐ Ordinance  
☒ Formal Action/Motion ☐ Other (Specify)

**Does This Action Require A Business Impact Statement:** ☐ Yes ☒ No

**Recommended Board Action:** I move to determine that Contract No. 0910-148 is a contract for the services of a professional engineer, professional land surveyor or registered architect; that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of services to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding pursuant to NRS 625.530; and to approve Contract No. 0910-148 with GEOCON Consulting, Inc. to provide Carson City Brownfields Assessment Grant Professional Services through July 31, 2012, for a not to exceed cost of \$345,500.00 to be funded from the Grant Fund Account Professional Services as provided in FY 2009/2010. (Sandy Scott-Fisher)

**Explanation for Recommended Board Action:** Pursuant to **NRS 625.530**, staff is requesting the Board of Supervisors declare that this contract is not adapted to award by competitive bidding.

**NRS 625.530 Restrictions upon public works.** Except as otherwise provided in NRS 338.1711 to 338.1727, inclusive, and 408.3875 to 408.3887, inclusive:

1. The State of Nevada or any of its political subdivisions, including a county, city or town, shall not engage in any public work requiring the practice of professional engineering or land surveying, unless the maps, plans, specifications, reports and estimates have been prepared by,

and the work executed under the supervision of, a professional engineer, professional land surveyor or registered architect.

2. The provisions of this section do not:

(a) Apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$35,000.

(b) Include any maintenance work undertaken by the State of Nevada or its political subdivisions.

(c) Authorize a professional engineer, registered architect or professional land surveyor to practice in violation of any of the provisions of chapter 623 of NRS or this chapter.

(d) Require the services of an architect registered pursuant to the provisions of chapter 623 of NRS for the erection of buildings or structures manufactured in an industrial plant, if those buildings or structures meet the requirements of local building codes of the jurisdiction in which they are being erected.

3. The selection of a professional engineer, professional land surveyor or registered architect to perform services pursuant to subsection 1 must be made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of services to be performed and not on the basis of competitive fees. If, after selection of the engineer, land surveyor or architect, an agreement upon a fair and reasonable fee cannot be reached with him, the public agency may terminate negotiations and select another engineer, land surveyor or architect.

[12a:198:1919; added 1947, 797; A 1949, 639; 1943 NCL § 2875.06a]—(NRS A 1967, 953; 1971, 774; 1973, 1700; 1975, 208; 1977, 320; 1983, 807; 1989, 788; 1997, 1055; 1999, 3489; 2001, 2022; 2003, 119)

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 625.530

**Fiscal Impact:** \$345,500.00

**Explanation of Impact:** Amount of Contract.

**Funding Source:** Grant Fund – Professional Services 275-0640-465-03-09 as provided in FY 2009/2010.

**Alternatives:** Provide other direction pursuant to Board Action.

**Supporting Material:** Contract for Services of Independent Contractor No. 0910-148

**Prepared By:** Sandy Scott-Eisher, Purchasing and Contracts Coordinator

**Reviewed By:**

(Public Works)

Date: 4/27/10

(City Manager)

Date: 4/27/10

(District Attorney)

Date: 4-27-10

(Finance Director)

Date: 4/27/10

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyor's)**

**Contract No. 0910-148**

**Carson City Brownfields Assessment Grant Professional Services**

**THIS CONTRACT**, made and entered into this 6<sup>th</sup> day of May, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and GEOCON Consultants, Inc. hereinafter referred to as the "**CONSULTANT**".

**W I T N E S S E T H :**

**WHEREAS**, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, it is deemed that the services of **CONSULTANT** for **CONTRACT No. 0910-148 Carson City Brownfields Assessment Grant Professional Services** are both necessary and in the best interests of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, the parties mutually agree as follows:

**1     REQUIRED APPROVAL:**

1.1     This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

**2     CONTRACT TERM:**

2.1     This Contract shall be effective from May 6, 2010, subject to Carson City Board of Supervisors' approval (anticipated to be May 6, 2010) to July 31, 2012, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

**3     NOTICE:**

3.1     Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

3.1.1 Notice to **CONSULTANT** shall be addressed to:

John Juhrend, CEM, Principal  
GEOCON Consultants, Inc.  
4010 Technology Way, Suite D  
Carson City, Nevada 89706  
775-888-9900/FAX 775-888-9904  
juhrend@geoconinc.com

3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts  
Sandy Scott, Purchasing and Contracts Coordinator  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
775-887-2133 extension 30137 / FAX 775-887-2107  
[SScott@ci.carson-city.nv.us](mailto:SScott@ci.carson-city.nv.us)

4 **SCOPE OF WORK:**

4.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.2 **CONSULTANT** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONSULTANT** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONSULTANT** to **CITY**.

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4.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the **SERVICES** required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

**4.7 Special Terms and Conditions for Engineers, Architects, and Land Surveyors:**

**4.7.1 Use of CONSULTANT'S Drawings, Specifications and Other Documents:**

4.7.1.1 The drawing, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

4.7.1.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

4.7.1.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONSULTANT**.

**4.7.2 Cost Accounting and Audits:**

4.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** within two (2) years after the completion of the **SERVICES** under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the **SERVICES** performed under this Contract.

**4.8 CITY Responsibilities:**

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4.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the **SERVICES**.

4.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the **SERVICES**.

4.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

4.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of **SERVICES** shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the **SERVICES** required under the terms of this Contract until all **SERVICES** have been completed and accepted by **CITY**.

**5      CONSIDERATION:**

5.1 The parties agree that **CONSULTANT** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials and the attached fee schedule for a not to exceed maximum amount of Three Hundred Forty-Five Thousand, Five Hundred Dollars and No Cents (\$345,500.00).

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

5.3 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the **SERVICES** rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

**6      TIMELINESS OF BILLING SUBMISSION:**

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6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

**7 CONTRACT TERMINATION:**

**7.1 Termination Without Cause:**

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

**7.2 Termination for Nonappropriation:**

7.2.1 The continuation of this Contract beyond June 30, 2010 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONSULTANT** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

**7.3 Cause Termination for Default or Breach:**

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or



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7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

**7.4 Time to Correct:**

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

**7.5 Winding Up Affairs Upon Termination:**

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.5.1.2 **CONSULTANT** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

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**8      REMEDIES:**

8.1      Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

**9      LIMITED LIABILITY:**

9.1      **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

**10     FORCE MAJEURE:**

10.1     Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

**11     INDEMNIFICATION:**

11.1     Except as otherwise provided in this paragraph, **CONSULTANT** shall indemnify and hold harmless the **CITY**, and the employees, officers and agents of the **CITY** from any liabilities, damages, losses, claims, actions or proceeding, including, without limitation, all costs and reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceeding are caused or alleged to be caused by the negligence, acts, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees, officers, or agents of the **CONSULTANT** in the performance of the contract. If the **CITY** is judicially determined to be at fault, on a comparative basis, for liabilities, damages, losses, claims, actions or proceeding causes or alleged to be caused by the negligence, acts, errors,

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omissions, recklessness or intentional misconduct of the **CONSULTANT** to indemnify and hold harmless the **CITY** shall be reduced by the percentage that the **CITY** is judicially determined to be comparatively at fault for the liabilities, damages, losses, claims, actions or proceeding. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

**12     INDEPENDENT CONTRACTOR:**

12.1    An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2    It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3    Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4    **CONSULTANT** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5    Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

**13     INSURANCE REQUIREMENTS:**

13.1    **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

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13.2 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

**13.4 Insurance Coverage:**

13.4.1 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the latter of:

13.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

13.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

**13.5 General Requirements:**

13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

13.5.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers,

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employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

**13.5.3 Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

**13.5.4 Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

**13.5.5 Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

**13.5.6 Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

**13.5.7 Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

**13.5.8 Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

**13.5.8.1 Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

**13.5.8.2 Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

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**13.5.8.3 Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

**13.5.9 Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**14 COMMERCIAL GENERAL LIABILITY INSURANCE:**

**14.1** Minimum Limits required:

**14.1.1** Two Million Dollars (\$2,000,000.00) - General Aggregate

**14.1.2** Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

**14.1.3** One Million Dollars (\$1,000,000.00) - Each Occurrence

**14.2** Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

**15.1** Minimum Limit required:

**15.1.1** One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

**15.2** Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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**Carson City Brownfields Assessment Grant Professional Services**

**16     PROFESSIONAL LIABILITY INSURANCE:**

- 16.1    Minimum Limit required: One Million Dollars (\$1,000,000.00)
- 16.2    Retroactive date: Prior to commencement of the performance of this Contract
- 16.3    Discovery period: Three (3) years after termination date of this Contract.
- 16.4    A certified copy of this policy may be required.

**17     WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

17.1    **CONSULTANT** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

17.2    **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

**18     BUSINESS LICENSE:**

18.1    **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

18.2    The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

**19     COMPLIANCE WITH LEGAL OBLIGATIONS:**

19.1    **CONSULTANT** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with Nevada

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Revised Statutes 361.157 and 361.159. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

**20     WAIVER OF BREACH:**

20.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

**21     SEVERABILITY:**

21.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**22     ASSIGNMENT/DELEGATION:**

22.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

**23     CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

23.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.



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23.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

23.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONSULTANT**.

24 **PUBLIC RECORDS:**

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

25 **CONFIDENTIALITY:**

25.1 **CONSULTANT** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

26 **FEDERAL FUNDING:**

26.1 In the event federal funds are used for payment of all or part of this Contract:

26.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

26.1.2 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

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26.1.3 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

**27 LOBBYING:**

27.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

27.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

27.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

27.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

**28 DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM AND  
CENTRAL CONTRACT REGISTRATION:**

28.1 **CONSULTANT** is required to have a Dun and Bradstreet Data Universal Numbering Systems (D-U-N-S) number and is to be registered through the Central Contractor Registration (CCR). A D-U-N-S number can be requested at <http://fedgov.dnb.com/webform> and created in one business day. A D-U-N-S number and Tax Identification Number are required before a Contractor can register through CCR. Registration with CCR can be done at <http://ccr.gov>

**29 CONSULTANT REPRESENTATION:**

29.1 **CONSULTANT** represents that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

**30 PROPER AUTHORITY:**

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
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30.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONSULTANT**.

**31 ALTERNATIVE DISPUTE RESOLUTION:**

31.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**32 GOVERNING LAW; JURISDICTION:**

32.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**33 ENTIRE CONTRACT AND MODIFICATION:**

33.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

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Carson City Brownfields Assessment Grant Professional Services**

**34     ACKNOWLEDGMENT AND EXECUTION:**

34.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**CARSON CITY**

Finance Director  
Attn: Sandy Scott-Fisher, Purchasing &  
Contracts Coordinator  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
[SScott@ci.carson-city.nv.us](mailto:SScott@ci.carson-city.nv.us)

By: 

Sandy Scott-Fisher

DATED 4/27/10

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve  
as to its legal form.

By: 

Deputy District Attorney

DATED 4/27/10

**CITY'S ORIGINATING DEPARTMENT**

**BY:** Andrew Burnham, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, NV 89701  
Telephone: 775-887-2355  
Fax: 775-887-2112  
[ABurnham@ci.carson-city.nv.us](mailto:ABurnham@ci.carson-city.nv.us)

By: 

Andy Burnham

DATED 4/27/10

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
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**Carson City Brownfields Assessment Grant Professional Services**

John E. Juhrend, CEM deposes and says: That he is the **CONSULTANT** or authorized agent of the **CONSULTANT**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

**CONSULTANT**

**BY:** John Juhrend, CEM

**TITLE:** Principal

**FIRM:** GEOCON Consultants, Inc.

**CARSON CITY BUSINESS LICENSE #:** 10-25336

**Address:** 4010 Technology Way, Suite D

**City:** Carson City **State:** Nevada **Zip Code:** 89706

**Telephone:** 775-888-9900/ **Fax #:** 775-888-9904

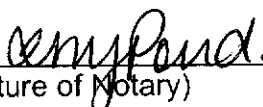
**E-mail Address:** juhrend@geoconinc.com

  
(Signature of **CONSULTANT**)

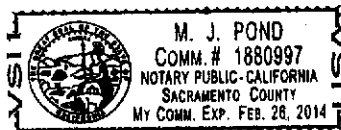
DATED 4-27-10

STATE OF California )  
County of Sacramento ) ss

Signed and sworn (or affirmed) before me on this 27 day of April, 2010,  
by John Juhrend

  
(Signature of Notary)

(Notary Stamp)



**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
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**SAMPLE INVOICE**

Invoice Number: \_\_\_\_\_

Invoice Date: \_\_\_\_\_

Invoice Period: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

GEOCON Consultants, Inc.  
4010 Technology Way, Suite D  
Carson City, Nevada 89706

Invoice shall be submitted to:

Carson City Public Works  
Attn: Karen White  
3505 Butti Way  
Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$	_____
Less amount previously billed	\$	_____
= contract sum prior to this invoice	\$	_____
Less this invoice	\$	_____
=Dollars remaining on Contract	\$	_____

**ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES**

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
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**Carson City Brownfields Assessment Grant Professional Services**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 6, 2010 approved the acceptance of **CONTRACT No. 0910-148**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

**ROBERT L. CROWELL, MAYOR**

DATED this 6th day of May, 2010.

**ATTEST:**

**ALAN GLOVER, CLERK-RECORDER**

DATED this 6<sup>th</sup> day of May, 2010.

**GEOCON**  
CONSULTANTS, INC.

G E O T E C H N I C A L ■ E N V I R O N M E N T A L ■ M A T E R I A L S



Project No. R8700-06-01  
Revised April 7, 2010

**VIA HAND DELIVERY**

Heidi Hermann, Grants Coordinator  
Carson City Consolidated Municipality  
201 N. Carson Street, Suite 2  
Carson City, Nevada 89701

Subject: SCOPE OF SERVICES AND COST PROPOSAL FOR  
CARSON CITY BROWNFIELDS ASSESSMENT GRANT  
CARSON CITY, NEVADA

Dear Ms. Hermann:

In accordance with the City's request, the Geocon - Resource Concepts, Inc (RCI) Team is pleased to submit this Scope of Services and Cost Proposal to complete the work items outlined in the Request for Proposals (RFP) for Carson City Brownfields Assessment Grant dated February 11, 2010.

**PROJECT SCOPE OF SERVICES**

As stated in the Carson City Brownfields Assessment Grant Workplan Outline included in the RFP, the Project has been separated into the following eight tasks:

1. Project Management and Planning
2. Community Outreach Program
3. Site Inventory and Selection
4. Quality Assurance Program Plan
5. Phase I ESAs
6. Phase II ESAs
7. Cleanup Plans and End Use Planning
8. Reporting Activities

The Geocon-RCI Team's approach to each of the defined project tasks as it relates to successfully achieving the City's project goals are discussed hereinafter.

**Task 1 - Project Management and Planning**

Our Team's designated Program Manager, John Juhrend, CEM, as with all our designated Geocon and RCI Project Managers, are readily available to the City for contract negotiations, project kickoff and status update meetings, and community outreach efforts. Mr. Juhrend will be responsible for project invoicing, subcontracting, project status reporting, and professional staffing and client coordination.



## Task 2 – Community Outreach Program

We will assist the City in finalizing a comprehensive public participation program with the understanding that the community outreach program will require identifying participants, conducting interviews with key community stakeholders, organizing publicly noticed workshops, effective use of media public noticing, and maintaining contact with instrumental organizations, property or business owners, and community leaders. Key community stakeholders include the Carson City Chamber of Commerce, Northern Nevada Development Authority, Nevada Hispanic Services, Carson City Convention and Visitors Bureau, Builders Association of Western Nevada, and Western Nevada College. The Geocon-RCI Team has experience working with each of these groups.

Community outreach efforts that the Geocon-RCI Team will manage and facilitate in conjunction with city staff include:

**Media Announcements** - Newspaper press releases, direct mailings of fact sheets and meeting notices to residents within the study area, public service announcements, updates on City's and stakeholder's websites, and updates during televised Board of Supervisor meetings.

**Community Workshops** - An initial workshop will be held to apprise the public of the Brownfields Assessment Program, the selected study area, site selection criteria and identified priority sites, project goals, and anticipated outcomes. This workshop will provide the public with an opportunity to ask questions about the grant program and learn how each phase of the assessment process is to be conducted in order to facilitate interest in and understanding of the project. Additional workshops will be held to provide a summary of the work performed to date and findings. We will highlight the information collected for the community, the challenges and opportunities facing the City, and the options, priorities and/or strategies for how the City or property owners can work together to address contamination issues. The public will be invited to ask questions and comment on proposed strategies and priorities for addressing contamination on key infill/redevelopment areas.

**Outreach Briefings to Property Owners and Business Groups** - One of the key public outreach goals is to gain property and business owner awareness and trust, and to communicate the value of voluntary participation in this program. To do this, special presentations may be made at the Carson City Chamber of Commerce and other stakeholder meetings in addition to the community workshops.

**Project Documentation, Public Review, and Comment** - Site selection criteria and other project documents will be made available for public review and comment for up to four weeks following public notice of the availability of documents.

## Task 3 – Site Inventory and Selection

We will update the 2008 initial Brownfields inventory and ranking that identified the following properties within the target study area:

- Ten paint shops
- Seventeen plating shops
- Five dry cleaners
- Gasoline stations

- Heating oil tanks
- Open dumps
- Vacant buildings painted with lead-containing paint and asbestos-containing materials
- Former Carson City Armory (closed 2002)
- Former V&T Roundhouse and Maintenance Facility

The finalized inventory will identify sites that may have suspected contaminants (petroleum and/or hazardous substances) based on a review of their historic land uses and regulatory databases of sites with environmental violations and/or releases, and a drive-through visual assessment of properties in the target areas. The inventory will separate those sites that are eligible for petroleum assessment and those sites for hazardous materials assessment using EPA's Brownfields criteria. An inventory matrix will be prepared that provides all pertinent site information such as:

- site address and name,
- site photo,
- owner/tenant and contact information,
- size in acres,
- number, size, and type of structures,
- other site improvements,
- current and past use,
- potential or known petroleum or hazardous substances used, stored, or disposed of on the site,
- potential or known sources of contaminant releases,
- summary of environmental assessment and/or cleanup already performed, if any, and
- redevelopment potential based on existing redevelopment plans, known market interest or potential public benefit.

The final format and content of the inventory matrix will be finalized through meetings with city staff. This inventory will also provide a priority list of sites that are most likely or are known to have environmental concerns that warrant further assessment. Prioritization criteria may include existing or potential threats to human health, market value and location, community desires and concerns, and developer interest. Property profile forms will be developed for each of these sites including all relevant site data.

#### **Task 4 – Quality Assurance Program Plan**

Prior to performing Phase II ESAs, we will prepare a Quality Assurance Program Plan (QAPP) for review by the City and the EPA. We have prepared EPA-approved QAPPs on previous Brownfields assessment projects and will be able to quickly modify our existing document for this program with much less effort and expense than required for creating a new document.

### Task 5 – Phase I ESAs

Based on the inventory and priority list, we will conduct up to 31 Phase I ESAs, 16 of which will be for petroleum sites and 15 for hazardous materials sites. Phase I ESAs will be conducted in accordance with American Society for Testing and Materials (ASTM) Standard E1527-05, which also addresses the requirements of 40 Code of Federal Regulations Part 312 titled Standards and Practices for All Appropriate Inquiry (AAI), as required under Sections 101(35)(B)(ii) and (iii) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The purpose of conducting an AAI investigation into the previous ownership and uses of a property is to meet the provisions necessary for the landowner, contiguous property owner, and/or bona fide prospective purchaser to qualify for certain landowner liability protections under CERCLA.

The purpose of the Phase I ESA is to identify potential "recognized environmental conditions" (RECs) as defined by ASTM Standard E 1527-05. Section 1.1.1 of E 1527-05 defines a REC as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property." The term as further defined by ASTM "is not intended to include de minimis conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of the enforcement action if brought to the attention of appropriate governmental agencies."

The standard Phase I ESA scope of services consists of the following tasks:

- Perform a reconnaissance of the site to assess for the presence, or make visual observations of indicators of the potential existing presence, of hazardous materials, hazardous wastes, or soil and/or groundwater impacts on the site. These indicators include, but are not limited to, 55-gallon drums, underground and aboveground storage tanks, chemical containers, waste storage and disposal areas, industrial facilities, discolored surficial soils, electrical transformers that may contain polychlorinated biphenyls (PCBs), and areas conspicuously absent of vegetation. Surveys for wetlands delineation, asbestos, lead-based paint, lead in drinking water, radon and methane gas are typically not included in the Phase I ESA scope of work, but could be added where necessary.
- Perform a visual survey of the adjacent properties from the site and public thoroughfares to observe general types of land use surrounding the site.
- Review the *Standard Environmental Records Sources: Federal and State* referenced in ASTM Designation E 1527-05 and 40 CFR Part 312 to obtain information regarding the potential presence of hazardous substances/petroleum hydrocarbons on the site or on properties located within the approximate minimum search distance specified for each source. The records searched will include registries or publicly available lists of recorded engineering and institutional controls, and recorded land use restrictions that may impact the site.
- Review reasonably ascertainable regulatory agency files for the site and/or properties in the vicinity of the site whose environmental conditions might potentially impact the site. The sources for these files will typically include Carson City and the Nevada Division of Environmental Protection (NDEP).
- Contact local public agencies by telephone or in writing to obtain readily ascertainable information regarding underground storage tank (UST) permits, agriculture-related permits and violations, air emission permits and violations, and electrical transformers. The information would be obtained for the site and adjacent properties. The agencies contacted may include, but will not be limited to, the building department, air pollution control agency, agriculture department, and gas and/or

electric utility companies.

- Review and interpret reasonably ascertainable historical aerial photographs to obtain information concerning the history of the site and adjacent properties.
- Review Environmental Data Resources (EDR) Sanborn, Inc. Fire Insurance Maps for the site (if available). The EDR Sanborn Fire Insurance Maps will be reviewed to obtain information concerning the historical uses of a site and the potential presence of USTs on a site.
- Review U.S. Geological Survey historical topographic maps to obtain information relative to the topography of a Site and previous development and uses of a Site and properties located in the vicinity of a Site.
- Review pertinent and reasonably ascertainable information sources to evaluate physiographic, geologic, and hydrogeologic conditions in the vicinity of a site.
- Review documents provided by the client at their discretion. Potentially useful documents may include geotechnical, geologic, and environmental reports, site plans, plot plans, and correspondence with regulatory agencies.
- If requested, review recorded land title records for a site in accordance with the requirements identified in 40 CFR Part 312. The purpose of obtaining a chain-of-title report is to assess whether any requirements regarding engineering and institutional controls have been recorded for a site, and whether any land use restrictions and/or environmental cleanup liens are associated with a site.
- Conduct interviews by telephone or in writing with present and past tenants/owners of a site to evaluate if present or past occupants have used, generated, stored, or disposed of hazardous materials/wastes onsite.
- Prepare a report summarizing the findings of the Phase I ESA under the responsible charge of a Nevada Certified Environmental Manager (CEM). The Phase I ESA report will qualitatively describe the potential for environmental impairment of the assessed site. If necessary, the report will also provide recommendations for additional environmental services (i.e., a Phase II ESA or interim remedial action). The report will identify "data gaps" (i.e., lack of or inability to obtain information required by ASTM Standard Practice E 1527-05 and 40 CFR 312). If the data gaps influence our ability to render an opinion regarding the environmental condition of a site, the report will comment on the significance of the data gap(s). The report also will comment on whether the environmental condition of a site is likely to impact its fair market value.

#### **Task 6 – Phase II ESAs**

The Phase I ESA results will be used to prioritize sites for Phase II ESAs. Working with the City we will prioritize sites based on potential threat to human health and the environment, re-use plans, market feasibility for redevelopment, public priority, and property owner consent and support. We will complete up to nine Phase II ESAs of which four will be for hazardous materials and five for petroleum-contaminated sites. Prior to conducting a Phase II ESA, we will prepare a site-specific Sampling and Analysis Plan (SAP) and Health and Safety Plan (HSP) for review by the City and the EPA and NDEP. We have prepared EPA-approved SAPs and HSPs on previous Brownfields assessment projects and should be able to quickly modify our existing documents for new sites with much less effort and expense than required for creating new documents.

The scope of services for a Phase II ESA can vary greatly depending on the size and type of operations at a site and the number and type of potential contaminant sources or RECs. Following is a typical scope of services for a Phase II ESA.

- Prepare site-specific SAP and HSP and obtain approval from EPA. The SAP will specify the locations, number, and depth of sampling to be conducted. These will be dependent on the findings of the Phase I ESA and the data quality objectives (DQOs) for the project. DQOs are developed through a process that balances the amount of data to be generated with the budgetary constraints of a project in an effort to generate only the data that is necessary to answer the questions that the Phase II ESA is trying to answer - i.e., What is the nature of the contamination? What is its extent? Is further investigation necessary? Will remediation potentially be necessary?
- Select and mark boring or exploratory trench excavation locations and notify Underground Service Alert (USA) a minimum of 48 hours prior to drilling or excavating. In addition, we typically retain an underground utility locator to clear each boring or excavation location for underground utilities.
- Advance soil borings or excavated exploratory trenches in areas where evidence of RECs was observed or suspected. Borings can be advanced using a variety of equipment and methods, but the most common techniques are direct-push and hollow-stem auger drilling. Direct-push methods will typically be successful in most conditions. However, if cemented soil layers, very stiff clays, or cobbles are encountered at depth, the ability to reach target depths may be limited and hollow-stem auger equipment may be necessary.
- In some cases, instead of borings, we will excavate exploratory test pits with a backhoe for observation of soil and collection of soil samples. This is common when the contaminants of concern are anticipated to be limited to shallow soil such as metals or pesticides that were suspected to have been released to the ground surface at railroad, mining, industrial or agricultural sites.
- Log the soil obtained from borings or observed in test pits according to the Unified Soil Classification System. Soil is logged by a field geologist working under the supervision of a geologist in order to document the subsurface geologic and hydrogeologic conditions that may affect the mobility of contaminants.
- Collect soil, soil vapor, and/or groundwater grab samples. The depths, number and type of samples is dependent on the REC being assessed, the potential contaminants of concern, evidence of impacts observed in soil, the observed geologic and hydrogeologic conditions, potential future land use, and DQOs.
- Retain a state-certified laboratory to analyze soil, soil vapor, and/or groundwater samples. The analysis methods and number of samples analyzed is dependent on the contaminants of concern and DQOs.
- Prepare a Phase II ESA report that describes the activities conducted, observations made, presents results obtained and provides conclusions and recommendations for further investigation or corrective action, if warranted. A Phase II ESA report may also include planning-level cost estimates for potential remedial activities. The Phase II ESA reports will be prepared under the responsible charge of a Nevada CEM.

#### **Task 7 – Cleanup Plans and End Use Planning**

The City will select up to nine sites for development of cleanup strategies, based on results from the Phase II ESAs. The cleanup strategies will outline the next sequence of steps and additional studies, preliminary remediation options and estimated costs, including the following:

- **Sensitive receptor survey** – an assessment of the presence of “sensitive receptors” within 2,000 feet of the site, such as: water supply wells, schools, day care or senior care facilities, etc.

- **Risk assessment** - an assessment of the potential health risk of current or future site occupants based on the concentrations of contaminants on the site, land use, and routes of exposure.
- **Feasibility study** - an evaluation of potential remedial alternatives against certain criteria and selection of the best alternative. This includes an estimate and analysis of costs as one of the criteria.
- **Site conceptual model** - an overall model of the site combining all of the above to show sources of contamination, nature and extent of contamination, site and offsite receptors, routes of exposure, and potential health risks.
- **Final remediation plan** - a plan describing all aspects of cleanup activities.

Implementation of the remedial approach (cleanup) can vary greatly depending on the contaminants present, the media impacted (soil, soil vapor, or groundwater), the lateral and vertical extent of the impacts, and the physical characteristics of the site. Common cleanup alternatives for petroleum sites include, but are not limited to:

- Removal of USTs and other subsurface equipment;
- Excavation of impacted soil;
- Soil vapor extraction of volatile contaminants;
- Air or ozone sparging;
- Enhanced or passive biodegradation; and
- Monitored natural attenuation.

Common cleanup alternatives for hazardous substance sites can also vary greatly for the same reasons cited above. Other common cleanup alternatives for hazardous substance sites where groundwater is not impacted or threatened such as shallow soil contaminated by metals, PCBs, polynuclear aromatic hydrocarbons (PAHs), and pesticides/herbicides, include (but are not limited to):

- Excavation and offsite disposal of impacted soil;
- In-situ stabilization;
- Capping in-place; and
- Onsite reuse and capping.

On these types of sites, cleanup is generally dictated by existing or future land use and associated health risks. Additionally, Geocon is a Nevada Licensed Class-A General Engineering Contractor (Lic. No. 0067461), and operates a full-service environmental contracting division that provides UST removal and upgrade services, site remediation, and treatment system installation and monitoring.

### **Task 8 - Reporting Activities**

Throughout the project, the City will be responsible for grant management, public information and involvement, community updates, EPA reporting requirements, and management of the Geocon-RCI Team. We will supply supporting documents, information, and services that may be necessary to assist the City in grant administration throughout the funding period.

## COST PROPOSAL

The following presents a summary of estimated contract budget for each of the eight tasks:

Task Description	Unit	Budget
<b>Task 1 – Project Management and Planning</b> <ul style="list-style-type: none"> <li>Ongoing program management in close coordination with city staff.</li> <li>Initial project kickoff meeting within one week of contract execution.</li> </ul>	As-Needed	\$9,000
<b>Task 2 – Community Outreach</b> <ul style="list-style-type: none"> <li>Submittal of Community Outreach Plan by June 2010.</li> <li>Preparation of fact sheet, press releases and public notifications.</li> <li>Public workshop presentations.</li> <li>Public review and comment on project documents.</li> </ul>	As-Needed	\$30,000
<b>Task 3 – Inventory of Potential Sites</b> <ul style="list-style-type: none"> <li>Initial meeting with city staff to discuss project, targeted areas, sites of primary interest or concern, community concern/issues, etc.</li> <li>Draft and final inventory list with prioritization of sites.</li> <li>List will provide information on all sites, including address, APN, past/present uses, contamination source and ranking criteria.</li> <li>Graphics and maps depicting the study area and priority sites. All mapping will be compatible with the City's GIS system.</li> </ul>	As-Needed	Included in Contract Fee
<b>Task 4 – Quality Assurance</b> <ul style="list-style-type: none"> <li>Preparation of QAPP and EPA approval.</li> <li>Preparation of SAPs and HSPs included in Phase II ESA schedule.</li> <li>Ongoing data quality control and data validation during course of Phase II ESAs.</li> </ul>	Deliverables	Included in Contract Fee
<b>Task 5 – Phase I ESAs</b> <ul style="list-style-type: none"> <li>Sixteen Phase I ESA Reports completed for the priority sites, including information from community outreach activities and existing City planning efforts.</li> <li>Standard turnaround time for individual Phase I ESA is three to four weeks; although, they can be performed concurrently or in an overlapping fashion.</li> </ul>	31 Phase I ESAs at \$3,500 each	\$108,500
<b>Task 6 – Phase II ESAs</b> <ul style="list-style-type: none"> <li>Updated inventory of priority sites based on Phase I ESA results.</li> <li>Memorandum on the level of onsite analysis or field sampling efforts proposed for the selected sites prior to preparation of each Phase II ESA report.</li> <li>Six Phase II ESA reports completed in draft and final form for the priority sites. Each Phase II ESA will include a site-specific SAP and HSP.</li> <li>Can begin performing Phase II ESAs as soon as sites are identified by Phase I ESA to require a Phase II ESA, so there can be overlap in Phase I and II ESA schedules to streamline this process.</li> </ul>	9 Phase II ESAs at \$16,000 each	\$144,000
<b>Task 7 – Cleanup Strategies</b> <ul style="list-style-type: none"> <li>Draft a final report summarizing a cleanup strategy for each site including (but not limited to) a work plan, regulatory steps and funding options.</li> <li>Can begin developing cleanup strategies following completion of any Phase II ESA that identifies contamination requiring corrective action.</li> </ul>	9 Cleanup Strategies at \$6,000 each	\$54,000
<b>Task 8 – Reporting</b> <ul style="list-style-type: none"> <li>Supply deliverables and services that may be necessary to assist the City in the administration of the EPA grant.</li> <li>Provide supporting documents (sampling results, progress reports, field photographs, etc.).</li> </ul>	As-Needed	Included in Contract Fee
	Total Budget	\$345,500

The summarized per task budgets have been presented for preliminary planning and contracting purposes. The actual costs will depend upon site conditions and project scoping and will be invoiced on a time and materials basis in accordance with the attached *2009 Schedule of Fees*. Detailed budget estimates for Tasks 5 through 7 are presented on attached Tables 1 through 3.

We look forward to the opportunity to work with the City on this very important project. Please contact us should you have any questions or require additional information.

Sincerely,

GEOCON CONSULTANTS, INC.



John E. Juhrend, CEM  
Geocon Principal

Attachments: 2009 Schedule of Fees  
Table 1, Task 5 – Phase I ESA Cost Estimate  
Table 2, Task 6 – Phase II ESA Cost Estimate  
Table 3, Task 7 – Cleanup Strategies Cost Estimate





## 2009 SCHEDULE OF FEES

### PROFESSIONAL SERVICES

Engineering Field Technician I (Including Nuclear Gauge)	\$70*/hr.
Engineering Field Technician II (Including Nuclear Gauge)	80*/hr.
Engineering Field Technician III (Including Nuclear Gauge)	90*/hr.
Word Processor/Technical Editor	70/hr.
Engineering/Research Assistant/Technical Illustrator	80/hr.
Project Coordinator	90/hr.
Staff Engineer/Geologist	100/hr.
Senior Staff Engineer/Geologist	110/hr.
Project Engineer/Geologist	120/hr.
Senior Project Engineer/Geologist	130/hr.
Senior Engineer/Geologist	150/hr.
Associate Engineer/Geologist	180/hr.
Principal Engineer/Geologist/Litigation Support	220/hr.
Deposition or Court Appearance	400/hr.
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Professional Fee	\$500/Project
Minimum Field Services Fee (per day or call-out)	2 Hours
*Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq.	\$25/hr.

### TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$150/day
Vehicle Mileage	0.75/mile

### EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	Included in Technician Rate	Level D PPE/Decon Rinse Equipment	\$50/day
Pick-up Truck	\$125/day	pH/Conductivity/Temperature Meter	50/day
Equipment Truck	200/day	55-gallon drum	55/ea.
Direct-Push Rig/Operator	140/hour	TPHg/BTEX (EPA 8015M/8021B)	70/ea.
Equipment Trailer	100/day	TPHg/BTEX/MTBE (EPA 8015M/8260B)	100/ea.
Coring Machine (concrete, asphalt, masonry)	175/day	TPHd/TPHmo (EPA 8015M)	75/ea.
Generator or Air Compressor	100/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
GPS Unit	160/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Drive-Tube Sampler or Hand-Auger	40/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	CAM 17 Metals (EPA 6010B)	170/ea.
Water Level Indicator	40/day	Single Metal (EPA 6010B)	20/ea.
Stainless Sampling Pump	150/day	WET or TCLP Extraction	75/ea.
Battery-Powered Pump	75/day	Soil pH (EPA 9045C)	20/ea.
Photo-Ionization Meter	125/day	48-hour Turn-Around-Time	60% surcharge

### LABORATORY TESTS

#### COMPACTION CURVES

4-inch mold (D1557/D698)	\$120/ea.
6-inch mold (D1557/D698)	135/ea.
California Impact (CAL216)	180/ea.
Check Point	85/ea.

#### SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301)	\$250/ea.
R-Value, Treated (CAL301)	260/ea.
California Bearing Ratio (D1883)	175/pt.
Stabilization Ability of Lime (C977)	180/ea.

# EXHIBIT A

## SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117) .....	\$55/ea.	Moisture Determination, tube sample (D2216).....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	80/ea.	Moisture Determination and Unit Weight (D2937).....	30/ea.
Hydrometer Analysis (D422).....	120/ea.	Atterberg Limits: Plasticity Index (D4318).....	125/ea.
Sieve Analysis with Hydrometer (D422).....	\$150/ea.	Sand Equivalent (D2419/CAL217).....	\$85/ea.
Specific Gravity, Soil (D854) .....	70/ea.	pH and Resistivity (CAL643) .....	95/ea.
Specific Gravity Coarse Aggregate (C127) .....	50/ea.	Sulfate Content (CAL417) .....	27/ea.
Specific Gravity Fine Aggregate (C128) .....	68/ea.	Chloride Content (CAL422).....	27/ea.
Cut/Extract Shelby Tube.....	50/ea.	Organic Content (D2974).....	50/ea.

### SHEAR STRENGTH

Unconfined Compression (D2166) .....	\$95/ea.
Direct Shear (D3080) (3pt) .....	350/ea.
Unconsolidated-Undrained Triaxial Shear (D2850) .....	110/pt.
Unconsolidated-Undrained Triaxial Staged (D2850).....	158/ea.
Consolidated-Undrained Triaxial Shear (D4767) .....	263/pt.
Consolidated-Undrained Triaxial Staged (D4767) .....	335/ea.
Consolidated-Drained Triaxial Shear (EM1110).....	370/pt.
Consolidated-Drained Triaxial Staged (EM1110) .....	475/ea.

### PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084).....	\$265/ea.
Permeability, Rigid Wall (D5856).....	255/ea.
Consolidation (D2435) .....	50/pt.
Expansion Index (D4829/UBC 29-2) .....	135/ea.

### AGGREGATE QUALITY

Dry Sieve Analysis to #200 (C136) .....	\$80/ea.
L.A. Rattler Test (500 rev.) (C131) .....	185/ea.
Sulfate Soundness (per sieve size) (C88).....	75/ea.
Durability Index (D3744/CAL229) .....	135/ea.
Unit Weight (C142) .....	69/ea.
Organic Impurities - Sand (C40).....	55/ea.
Friable Particles (C142) .....	80/ea.

### CONCRETE

Compressive Strength, Cast Cylinders (C39).....	\$20/ea.
Compressive Strength, Cores (C42).....	40/ea.
Flexural Strength Beam (C78/C293).....	80/ea.
Splitting Tensile Test (C496) .....	69/ea.
Mix Design Review.....	185/ea.
Trial Batch .....	475/ea.

### MASONRY

CMU Compressive Strength (C140) .....	\$60/ea.
Compressive Strength, Grout (C1019/UBC 21-19).....	20/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16).....	20/ea.
CMU Unit Wt., Dimen., Absorption (C140).....	60/ea.
Compressive Strength, Masonry Prism (C1314).....	100/ea.

### ASPHALT CONCRETE

Density, Hveem (D2726/CAL308) .....	\$85/pt.
Stabilometer (D1560/CAL304) .....	99/ea.
Theoretical Max. Specific Gravity (D2041).....	70/ea.
Sieve Analysis Extracted Aggregate (C136) .....	80/ea.
% Asphalt, Ignition Method (CAL382).....	100/ea.
Unit Weight, 3 Cores (D1188) .....	60/set
Marshall Series (UW, SG, Flow&Stab, Grad., % Asphalt). 500/ea.	

## TERMS AND CONDITIONS

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- All sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway Officials, or other pertinent agencies.
- Field services and instrumentation installation such as monitoring well installation, pump testing, remedial system pilot testing, plate bearing, pile load, vane shear, piezometer, slope inclinometer, and other special tests will be charged at applicable hourly rates. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15 %.
- Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge. Mileage is charged at \$0.75 /mile.
- A surcharge of \$25.00 per hour will be added to the Professional Services classifications indicated with an asterisk (\*) on the Schedule of Fees in order to comply with the prevailing wage requirements of California Labor Code §720, et. seq.
- Invoices will be submitted at four-week intervals. Terms of payment are net upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Many risks potentially affect Geocon by virtue of entering into this agreement to perform professional engineering services on behalf of Client. The principal risk is the potential for human error by Geocon. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with our liability, Client agrees to limit our liability to Client and to all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability of Geocon will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.

## EXHIBIT A

Project No. R8700-06-01  
 April 7, 2010  
 Page 1 of 1

TABLE 1  
 TASK 5 - PHASE I ESA COST ESTIMATE

Project Name Carson City Brownfields Assessment Project  
 Project Number R8700-06-01  
 Project Scope Assess current and historical land uses for potential presence of haz substances and/or petroleum products

TASK	QUANTITY	UNITS	RATE	MARKUP	AMOUNT
<b><u>TASK 1 - Regulatory Database Search and Review</u></b>					
Senior Geologist/PM	0.5	HRS	150.00	1.00	\$75.00
Staff Geologist	2	HRS	100.00	1.00	\$200.00
EDR Report	1	EACH	380.00	1.00	\$380.00
				<i>Subtotal</i>	\$655.00
<b><u>TASK 2 - Site Reconnaissance, Local Agency Contact, and Interviews</u></b>					
Senior Geologist/PM	1	HRS	150.00	1.00	\$150.00
Staff Geologist	6.5	HRS	100.00	1.00	\$650.00
				<i>Subtotal</i>	\$800.00
<b><u>TASK 3 - Historical Land Use Review</u></b>					
Senior Geologist/PM	0.5	HRS	150.00	1.00	\$75.00
Staff Geologist	3	HRS	100.00	1.00	\$300.00
				<i>Subtotal</i>	\$375.00
<b><u>TASK 4 - Report Preparation</u></b>					
Senior Geologist/PM	2	HRS	150.00	1.00	\$300.00
Staff Geologist	10	HRS	100.00	1.00	\$1,000.00
Technical Illustrator/CAD Operator (Geocon)	2	HRS	80.00	1.00	\$160.00
Word Processing	2	HRS	70.00	1.00	\$140.00
Technical Editor	1	HRS	70.00	1.00	\$70.00
				<i>Subtotal</i>	\$1,670.00
				<b>TOTAL =</b>	<b>\$3,500.00</b>
				<b>x 31 Sites =</b>	<b>\$108,500.00</b>

Project No. R8700-06-01  
 April 7, 2010  
 Page 1 of 1

TABLE 2  
 TASK 6 - PHASE II ESA COST ESTIMATE

Project Name Carson City Brownfields Assessment Project  
 Proposal Number R8700-06-01  
 Project Scope Collect and analyze soil, soil vapor, and groundwater samples to assess potential impacts from past site uses

TASK	QUANTITY	UNITS	RATE	MARKUP	AMOUNT
<b><u>TASK 1 - Prepare SAP and HSP<sup>1</sup></u></b>					
Senior Geologist/PM	2	HRS	\$150.00	1.00	\$300.00
Staff Geologist	12	HRS	\$100.00	1.00	\$1,200.00
Drafting	2	HRS	\$80.00	1.00	\$160.00
Word Processing	2	HRS	\$70.00	1.00	\$140.00
Technical Editor	1	HRS	\$70.00	1.00	\$70.00
				<i>Subtotal</i>	\$1,870.00
<b><u>TASK 2 - Pre-field Activities - permitting, utility clearance, subcontractor procurement, field prep</u></b>					
Senior Geologist/PM	1	HRS	\$150.00	1.00	\$150.00
Staff Geologist	3	HRS	\$100.00	1.00	\$300.00
Utilities Location Subcontractor	1	LUMP	\$435.12	1.00	\$435.12
				<i>Subtotal</i>	\$885.12
<b><u>TASK 3 - Field Activities - drilling<sup>2</sup>, logging, sample collection<sup>3</sup></u></b>					
Senior Geologist/PM	2	HRS	\$150.00	1.00	\$300.00
Staff Geologist	8	HRS	\$100.00	1.00	\$800.00
Direct-Push Drill Rig and Operator	10	HRS	\$140.00	1.00	\$1,400.00
PID	1	DAY	\$125.00	1.00	\$125.00
PPE	1	DAY	\$50.00	1.00	\$50.00
Drum disposal (waste soil and water)	1	EACH	\$100.00	1.15	\$115.00
Soil Vapor Samp Equip (Summa can., flow controllers, etc.)	4	EACH	\$105.00	1.15	\$483.00
				<i>Subtotal</i>	\$2,790.00
<b><u>TASK 4 - Laboratory Sample Analysis</u></b>					
Senior Geologist	1	HRS	\$150.00	1.00	\$150.00
Staff Geologist	2	HRS	\$100.00	1.00	\$200.00
Laboratory Subcontractor					
Soil - metals	8	EACH	\$95.00	1.15	\$874.00
Soil - TPH scan (GRO + BTEX)	12	EACH	\$50.00	1.15	\$690.00
Soil - TPH (DRO/ORO)	12	EACH	\$52.50	1.15	\$724.50
Soil - PAHs	4	EACH	\$130.00	1.15	\$598.00
Soil Vapor <sup>4</sup> - BTEX + VOCs	2	EACH	\$160.00	1.15	\$368.00
Groundwater - TPH scan (GRO + BTEX + Fuel Ox)	6	EACH	\$90.00	1.15	\$621.00
Groundwater - TPH (DRO/ORO)	5	EACH	\$52.50	1.15	\$301.88
Groundwater - PAHs	5	EACH	\$130.00	1.15	\$747.50
				<i>Subtotal</i>	\$5,274.88
<b><u>TASK 5 - Prepare a Report of Findings</u></b>					
Senior Geologist	2	HRS	\$150.00	1.00	\$300.00
Staff Geologist	40	HRS	\$100.00	1.00	\$4,000.00
Drafting	4	HRS	\$80.00	1.00	\$320.00
Word Processing	4	HRS	\$70.00	1.00	\$280.00
Technical Editor	4	HRS	\$70.00	1.00	\$280.00
				<i>Subtotal</i>	\$5,180.00
<b><u>Tasks 1 through 5 Total =</u></b>					<b>\$16,000.00</b>
<b><u>x 9 Sites<sup>1</sup> =</u></b>					<b>\$144,000</b>
<b>Assumptions:</b>					

The tasks outlined above are examples of common Phase II ESA tasks that could be implemented on a former automotive (gas station) site. Actual task details will vary depending on, but not limited to, the number and types of contaminant sources, the nature and extent of contamination, geologic and hydrogeologic conditions, and proposed land use. The scope and cost of a Phase II ESA on a site impacted by mining waste or forest products production would likely vary significantly from this scope and cost.

<sup>1</sup> The effort shown above for Task 1 is for the first Phase II ESA. On subsequent Phase II ESAs this task will be significantly less costly and this is reflected in the total cost for all 9 sites.

<sup>2</sup> Boring locations are accessible to direct-push drill rig

<sup>3</sup> Collect up to four soil samples per boring

<sup>4</sup> Soil vapor sampling included, but may be performed later if soil and groundwater results suggest vapor intrusion to indoor air is a concern.

## EXHIBIT A

Project No. R8700-06-01  
 April 7, 2010  
 Page 1 of 1

TABLE 3  
 TASK 7 - CLEANUP STRATEGIES COST ESTIMATE

Project Name Carson City Brownfields Assessment Project  
 Project Number R8700-06-01  
 Project Scope Develop cleanup strategies for nine priority sites

TASK	QUANTITY	UNITS	RATE	MARKUP	AMOUNT
<b><u>Human Health Risk Assessment</u></b>					
Senior Geologist/PM	6	HRS	\$150.00	1.00	\$900.00
Staff Geologist	8	HRS	\$100.00	1.00	\$800.00
				<i>Subtotal</i>	\$1,700.00
<b><u>Sensitive Receptor Survey</u></b>					
Senior Geologist/PM	1	HRS	\$150.00	1.00	\$150.00
Staff Geologist	4	HRS	\$100.00	1.00	\$400.00
Technical Illustrator/CAD Operator	1	HRS	\$80.00	1.00	\$80.00
				<i>Subtotal</i>	\$630.00
<b><u>Develop Site Conceptual Model</u></b>					
Senior Geologist/PM	1	HRS	\$150.00	1.00	\$150.00
Staff Geologist	4	HRS	\$100.00	1.00	\$400.00
Technical Illustrator/CAD Operator	2	HRS	\$80.00	1.00	\$160.00
				<i>Subtotal</i>	\$710.00
<b><u>Evaluate Remedial Alternatives</u></b>					
Senior Geologist/PM	2	HRS	\$150.00	1.00	\$300.00
Staff Geologist	6	HRS	\$100.00	1.00	\$600.00
				<i>Subtotal</i>	\$900.00
<b><u>Prepare a Final Remediation Plan</u></b>					
Senior Geologist/PM	2	HRS	150.00	1.00	\$300.00
Staff Geologist	12	HRS	100.00	1.00	\$1,200.00
Technical Illustrator/CAD Operator	3.5	HRS	80.00	1.00	\$280.00
Word Processing	2	HRS	70.00	1.00	\$140.00
Technical Editor	2	HRS	70.00	1.00	\$140.00
				<i>Subtotal</i>	\$2,060.00
				<b>TOTAL =</b>	<b>\$6,000.00</b>
				<b>x 9 Sites =</b>	<b>\$54,000.00</b>

## Application for Federal Assistance SF-424

Version 02

<b>* 1. Type of Submission:</b>		<b>* 2. Type of Application:</b>		<b>* if Revision, select appropriate letter(s):</b>	
<input type="checkbox"/> Preapplication		<input checked="" type="checkbox"/> New		<input type="text"/>	
<input checked="" type="checkbox"/> Application		<input type="checkbox"/> Continuation		<b>* Other (Specify)</b>	
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision		<input type="text"/>	
<b>* 3. Date Received:</b>		<b>4. Applicant Identifier:</b>			
Completed by Grants.gov upon submission.		<input type="text"/>			
<b>5a. Federal Entity Identifier:</b>			<b>* 5b. Federal Award Identifier:</b>		
<input type="text"/>			<input type="text"/>		
<b>State Use Only:</b>					
<b>6. Date Received by State:</b>		<b>7. State Application Identifier:</b>			
<input type="text"/>		<input type="text"/>			
<b>8. APPLICANT INFORMATION:</b>					
<b>* a. Legal Name:</b> <input type="text" value="City of Carson City"/>					
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b>			<b>* c. Organizational DUNS:</b>		
<input type="text" value="88-6000189"/>			<input type="text" value="073787152"/>		
<b>d. Address:</b>					
<b>* Street1:</b> <input type="text" value="201 North Carson Street #2"/>					
<b>Street2:</b> <input type="text"/>					
<b>* City:</b> <input type="text" value="Carson City"/>					
<b>County:</b> <input type="text" value="Carson"/>					
<b>* State:</b> <input type="text" value="NV"/>					
<b>Province:</b> <input type="text"/>					
<b>* Country:</b> <input type="text" value="United States of America"/>					
<b>* Zip / Postal Code:</b> <input type="text" value="89701"/>					
<b>e. Organizational Unit:</b>					
<b>Department Name:</b>			<b>Division Name:</b>		
<input type="text" value="Office of Business Development"/>			<input type="text" value="Redevelopment"/>		
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>					
<b>Prefix:</b>		<b>* First Name:</b> <input type="text" value="Heidi"/>			
<b>Middle Name:</b>		<input type="text"/>			
<b>* Last Name:</b>		<input type="text" value="Eskew-Herrmann"/>			
<b>Suffix:</b>		<input type="text"/>			
<b>Title:</b> <input type="text" value="Grants Coordinator"/>					
<b>Organizational Affiliation:</b>					
<input type="text" value="City of Carson City"/>					
<b>* Telephone Number:</b> <input type="text" value="775-887-2000 X 30068"/>			<b>Fax Number:</b> <input type="text" value="775-887-2286"/>		
<b>* Email:</b> <input type="text" value="HEskew-Herrmann@ci.carson-city.nv.us"/>					

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

c. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

Consolidated Municipality (City & County)

\* 10. Name of Federal Agency:

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment (New Project)

\* 12. Funding Opportunity Number:

14-45

\* Title:

Brownfields Assessment (New Project)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Carson City (consolidated municipality--city & county)

\* 16. Descriptive Title of Applicant's Project:

Community-wide hazardous substances grant funds will be used to conduct at least 16 Phase I and 5 Phase II environmental site assessments. Grant funds also will be used to conduct cleanup planning and support community outreach activities. Petroleum grant

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

## Application for Federal Assistance SF-424

Version 02

## 16. Congressional Districts Of:

\* a. Applicant NV-002

\* b. Program/Project NV-002

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

## 17. Proposed Project:

\* a. Start Date: 07/10/09

\* b. End Date: 07/10/12

## 18. Estimated Funding (\$):

* a. Federal	\$400,000.00
* b. Applicant	\$0.00
* c. State	\$0.00
* d. Local	\$0.00
* e. Other	\$0.00
* f. Program Income	\$0.00
* g. TOTAL	\$400,000.00

## \* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.

## \* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes☒ No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

## Authorized Representative:

Prefix: Mr. \* First Name: Robert

Middle Name: L.

\* Last Name: Crowell

Suffix:

\* Title: Mayor of Carson City

\* Telephone Number: 775-887-2100

Fax Number: 775-887-2286

\* Email: BCrowell@ci.carson-city.nv.us

\* Signature of Authorized Representative:

\* Date Signed: 7/7/09

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Standard Form 424 (Revised 10/2005)  
Prescribed by OMB Circular A-102



**Application for Federal Assistance SF-424**

**Version 02**

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

## BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Brownfields A	66.818	\$	\$	\$ 200,000	\$ 0	\$ 200,000
2. Brownfields A	66.818			200,000		200,000
3.						
4.						
5. Totals		\$	\$	\$ 400,000	\$ 0	\$ 400,000

SECTION B - BUDGET CATEGORIES					
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel			15,000	0	15,000
b. Fringe Benefits			0	0	0
c. Travel			10,000	0	10,000
d. Equipment			0	0	0
e. Supplies			4,000	0	4,000
f. Contractual			371,000	0	371,000
g. Construction			0	0	0
h. Other			0	0	0
i. Total Direct Charges (sum of 6a-6h)			400,000	0	400,000
j. Indirect Charges			0	0	0
k. TOTALS (sum of 6i and 6j)	\$	\$	\$ 400,000	\$	\$ 400,000

7. Program Income	\$	\$	\$ 0	\$ 0	\$ 0
-------------------	----	----	------	------	------

EXHIBIT A

SECTION C - NON-FEDERAL RESOURCES						
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS		
8. Brownfields Assessment-Hazardous Materials	0	0	0	\$0		
9. Brownfields Assessment-Petroleum Products	0	0	0	\$0		
10.				\$		
11.				\$		
12. Total (SUM OF LINES 8-11)	0	0	0	\$0		

SECTION D - FORECASTED CASH NEEDS					
	Total for 1 <sup>st</sup> Year	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
13. Federal	\$66,666	\$16,666	\$16,666	\$16,666	\$16,666
14. Non-Federal	0	0	0	0	0
15. TOTAL (sum of lines 13 and 14)	\$66,666	\$16,666	\$16,666	\$16,666	\$16,666

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Brownfields Assessment-Hazardous Materials	\$ 66,666	\$ 66,666	\$ 0	\$ 0
17. Brownfields Assessment-Petroleum Products	66,666	66,666	0	0
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$133,333	\$133,333	\$0	\$0

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

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## EXHIBIT A

The detail for each object class category must be provided. Formats may vary, but all information below should be included in your application.

## a. PERSONNEL

POSITION	NUMBER	SALARY	WORK YEARS	AMOUNT
consultant	1	\$15,000	Incl. in RFP	\$15,000
a. Personnel Total				

## b. FRINGE BENEFITS

BASE	
RATE	%
b. FRINGE BENEFITS TOTAL	

c. TRAVEL – List trips planned, destination, dates, and the amounts per trip. Please separate local travel and out-of-state travel.

TRAVEL EXPENSES	AMOUNT
Local Travel to sites-consultant	\$10,000
(part of consultant cost)	
Explain: _____	
_____	
_____	
c. TRAVEL TOTAL: \$10,000	

d. EQUIPMENT: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Applicant's definition of equipment may be used provided the definition at least includes all items previously defined above.

ITEM	NUMBER	COST PER UNIT	TOTAL
------	--------	---------------	-------

## EXHIBIT A

d. EQUIPMENT TOTAL			

## e. SUPPLIES

ITEM	NUMBER	COST PER UNIT	TOTAL
Supplies for community outreach			\$ 4,000
e. SUPPLIES TOTAL			\$ 4,000

f. CONTRACTUAL [List each planned contract separately, type of service to be procured, proposed procurement method (i.e. small purchase, sealed bids, competitive proposals) and the estimated cost]

ITEM	PROCUREMENT METHOD	TOTAL
Consultant	RFP- Competitive proposal	\$ 371,000
f. CONTRACTUAL TOTAL		\$ 371,000

## g. CONSTRUCTION (N/A)

## h. OTHER

ITEM	NUMBER	COST PER UNIT	TOTAL

## EXHIBIT A

<b>h. OTHER TOTAL</b>			

<b>i. TOTAL DIRECT COSTS</b>	<b>400,000 \$</b>
<b>j. INDIRECT COSTS</b>	<b>(BASE \$ _____ x RATE _____ % = INDIRECT COSTS)</b>
<b>k. TOTAL PROPOSED COSTS</b>	<b>400,000 \$</b>
<b>FEDERAL FUNDS REQUESTED</b>	<b>400,000 \$</b>
<b>RECIPIENT SHARE (MATCH)</b>	<b>0 \$</b>
<b>RECIPIENT SHARE OF TOTAL PROPOSED COSTS</b>	<b>0 %</b>
<b>FEDERAL SHARE OF TOTAL PROPOSED COSTS</b>	<b>100 %</b>



## KEY CONTACTS FORM

**Authorized Representative:** *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Robert L. Crowell c/o Heidi Eskew-Herrmann

Title: Mayor

Complete Address: 201 N. Carson St. #2

Carson City, NV 89701

Phone Number: 775-887-2100

**Payee:** *Individual authorized to accept payments.*

Name: Beth Huck

Title: Deputy Treasurer

Mail Address: 201 N. Carson St. #5

Carson City, NV 89701

Phone Number: 775-887-2000 X 30433

**Administrative Contact:** *Individual from Sponsored Program Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc.)*

Name: Heidi Eskew-Herrmann

Title: Grants Coordinator

Mailing Address: 201 N. Carson St. #2

Carson City, NV 89701

Phone Number: 775-887-2000 X 30068

FAX Number: 775-887-2286

E-Mail Address: HEskew-Herrmann@ci.carson-city.nv.us

**Principal Investigator:** *Individual responsible for the technical completion of the proposed work.*

Name: Heidi Eskew-Herrmann

Title: Grants Coordinator

Mailing Address: 201 N. Carson St. #2

Carson City, NV 89701

Phone Number: 775-887-2000 X 30068

FAX Number: 775-887-2286

E-Mail Address: HEskew-Herrmann@ci.carson-city.nv.us

Web URL: www.carson-city.nv.us (Carson City website)

**APPLICATION FOR FEDERAL ASSISTANCE****EXHIBIT A**

Date: 6/1/2009

R9 Tracking #: 09-429

## Name/Address of Applicant:

Heidi Eskew-Hermann, AICP, Grants Coordinator  
Carson City Consolidated Municipality  
201 N. Carson Street #2  
Carson City, NV 89701

*Please change the contact  
information to the  
highlighted text.*

The Environmental Protection Agency (EPA), Region 9, is pleased to announce the availability of financial assistance as follows:

**APPLICATION DUE DATE:** JULY 10, 2009  
**PROGRAM TITLE:** Brownfields Assessment (NEW PROJECT)  
**STATUTORY AUTHORITY:** CERCLA 104(k)(2)  
**FEDERAL FUNDS AVAILABLE:** \$200,000 (Hazardous Substances)  
\$200,000 (Petroleum)  
**REQUIRED NON-FEDERAL MATCH:** None  
**CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO.:** 66.818  
**DELEGATION OF AUTHORITY (EPA use only):** 14-45  
**WAS THIS PROPOSAL SUBJECT TO COMPETITION? (EPA use only) Yes X No   :**

The application kit (including instructions) for **GRANT AWARDS** is available through the internet at <http://www.epa.gov/region09/funding/applying.html>. If you require a hard copy of the application kit, please contact the Grant Assistant at 415-972-3702. Please check that the "R9 Tracking #" (located in the upper-right hand corner of this guidance letter) is reflected on the upper-right hand corner of the application (SF-424). The **original and one copy of your application and FINAL workplan** must be submitted to the address below:

Grants Management Office, MTS-7  
Management & Technical Services Division  
U.S. EPA, Region 9  
75 Hawthorne Street  
San Francisco, CA 94105

Please make sure you have a copy of the Code of Federal Regulations (CFR), Title 40, Parts 1-49, and the Office of Management and Budget (OMB) Circulars, which are applicable to your grant or cooperative agreement, at your local U.S. Government Bookstore, or from the U.S. Government Printing Office at (202) 512-1800, or through the internet at <http://www.epa.gov/region9/funding>

Materials and attachments are provided with this letter to help you with the application process. Questions regarding the application or administrative/fiscal matters should be referred to your Grants Specialist, Veronica Adams, of the Grants Management Office, at (415) 972-3677. Please call me at (415) 972-3092 regarding programmatic questions (e.g. development of work plan and community notification).

Sincerely,

Carolyn J. Douglas  
EPA Project Officer

cc: Veronica Adams, EPA Grants Specialist, MTS-7



**Brownfields Assessment Grant  
Tracking Number: 09-429  
Carson City, Nevada  
Workplan Outline**

**A. Recipient Title**

Carson City, Nevada  
Project Contact: Heidi Eskew-Herrmann, AICP, Grants Coordinator  
201 N. Carson Street #2  
Carson City, NV 89701  
Phone: (775) 887-2000 X 30068  
Fax: (775) 887-2286  
Email: [heskew-herrmann@ci.carson-city.nv.us](mailto:heskew-herrmann@ci.carson-city.nv.us)

**B. Background**

Carson City, Nevada's Capital, is one of the oldest cities in Nevada. Founded in 1858, the city was settled in part because of gold and silver mining as well as timber extraction operations. Historical uses—mining, lumber mills and railroads—have left hazardous material contaminants in the older sections of the City along with petroleum contaminants related to uses along the two major highways which cross the City. Contaminants of concern include: petroleum, asbestos, caustics, chlorides, chlorinated solvents, cyanide, metals, pesticides, polychlorinated biphenyls, polynuclear aromatic hydrocarbons, radioactive minerals, and sulfides. Many of these toxins are also carcinogens.

The United States Environmental Protection Agency (U.S. EPA) has awarded Carson City a Brownfields Assessment Grant for properties throughout the Downtown Redevelopment area. The grant includes \$200,000 for the assessment of sites suspected of contamination by petroleum substances and \$200,000 for the sites suspected of contamination by non-petroleum hazardous substances.

EPA Envirofacts database lists 272 regulated industrial and commercial facilities in Carson City that use, store, and/or generate hazardous material. Of these, 33 have documented releases of hazardous materials into the environment. These toxic material releases to the air, ground, and water include caustics, chlorinated solvents, metals, volatile organic and aromatic compounds, preservatives, fungicides, insecticides, and fumigants. Over the past five years, there have been 162 reported incidents at the regulated facilities resulting in 53 notices of violation. In addition, there have been 14 reported spill incidents involving caustics, metals, petroleum products, and unknown substances. Since 1990, the Nevada Division of Environmental Protection has documented 235 petroleum releases related to underground storage tanks. Thirteen of these releases remain active for investigation and cleanup activities. All of the aforementioned sites along with the adjacent properties are potential brownfields.

Carson City and the State of Nevada are working with the U.S. Federal Highway Administration on a major project to re-route highway 395 so that it by-passes the central portion of Carson City. This creates a major opportunity for re-use in the redevelopment area since Carson Street (the current alignment of highway 395 and the redevelopment area's main arterial) can be redeveloped into a more pedestrian friendly environment with a mix of office, retail and residential uses after the by-pass is complete. EPA Assessment funding will enable the City to work with property owners and provide a timely incentive to clean-up and re-use the older highway commercial properties to enhance the progress of key catalyst sites.

### **C. Goals and Objectives**

#### **a. EPA Strategic Plan**

This project supports EPA's Strategic Plan and GPRA Goal 4: Healthy Communities and Ecosystems, Objective 4.2 Communities – Sustain, Clean Up, and Restore Communities and the Ecological Systems that Support Them, Sub-objective 4.2.3 Assess, Clean Up and Redevelop Brownfields.

Outputs: final list of assessment sites, work plan deliverables from the consultant, property profile forms.

Outcomes: number of assessments, inventory of brownfields, the number of acres that will be ready for reuse, dollars leveraged, and number of jobs created.

#### **b. Project Goals**

1. Identify Brownfield sites throughout the populated Redevelopment area of Downtown Carson City.
2. Promote new land and transportation patterns which will promote clean air.
3. Support the City's ENVISION Master Plan which promotes quality of life for all.
4. Through disclosure and education, protect the public and workers from exposure to harmful substances.
5. Promote revitalization and reinvestment along Carson Street in the Redevelopment areas of Carson City.
6. Concentrate new development in the Downtown thereby re-using infrastructure and reducing sprawl.
7. Reuse sites to support sustainable development.

#### **c. Project Objectives**

1. Hazardous Substance Component (\$200,000)
  - a. Site Inventory and Site Prioritization
  - b. Conduct Phase I Environmental Site Assessments
  - c. Preparation of Health and Safety Plan and the Quality Assurance Project Plan
  - d. Conduct Phase II Environmental Site Assessments
  - e. Site Remediation Program Enrollment and Site Investigation Report
  - f. Reuse Study

- g. Community Outreach
- h. Grant Administration

2. Petroleum Component (\$200,000)

- a. Site Inventory and Site Prioritization
- b. Conduct Phase I Environmental Site Assessments
- c. Preparation of Health and Safety Plan and the Quality Assurance Project Plan
- d. Conduct Phase II Environmental Site Assessments
- e. Site Remediation Program Enrollment and Site Investigation Report
- f. Reuse Study
- g. Community Outreach
- h. Grant Administration

**D. Tasks**

**Task 1 - Project Management and Planning**

**a. Task Description**

In preparation for this grant, Carson City completed a comprehensive inventory and ranking of its potential Brownfields sites in the Downtown Redevelopment Area and surrounding areas in October 2008. A preliminary screening was conducted to identify sites which have the greatest potential to move beyond the assessment phase and into the project redevelopment phase.

Prior to conducting the final site inventory and site prioritization, Carson City will hire an environmental consultant. The City will post a public notice of the intent to hire a consultant for the work to be conducted under the Brownfield Assessment Grant. The City will then enter into a contract for consulting services.

Carson City will provide ongoing oversight, management and reporting of all activities performed under the EPA Brownfields grant. In addition, under each grant, the City will prepare a total of 12 Quarterly Reports (4 per year for the 3 year project period); Property Profile Forms (PPFs) for the 16 sites that will receive Phase I ESAs and updated PPFs for the 5 sites that will receive Phase II ESAs; two annual programmatic and financial status report documents; and, one project Close-out Report.

For each grant, Carson City will supplement EPA funding as in-kind services to provide project oversight, management and direction, participation in Phase I and Phase II activities and cleanup and reuse planning. Carson City will expand and add new data fields in its GIS-system to track and monitor by parcel, key environmental, and programmatic outcomes, including the total acres of land assessed and remediated, short-term construction and permanent job creation, the type of new use, and property and sales tax revenues as a result of the new use. This will assist EPA to monitor their strategic plan objectives and progress and Brownfields accomplishments.

**b. Task Budget**

Hazardous Materials Assessment

Total Cost: \$12,500

Brownfields Grant: \$12,500

Petroleum Assessment

Total Cost: \$12,500

Brownfields Grant: \$12,500

**c. Schedule**

Task Start Date: 07/30/09      Task Completion Date: Planning: 10/31/09. Project Management will continue throughout the grant period.

**d. Deliverables**

- RFP/ RFQ or other contractor selection documents
- Letter/report describing environmental insurance options and proposed/selected product
- Letter/report describing project regulatory oversight approach, applicable oversight fees for the project, and points of contact for the regulatory agency.

**Task 2 - Community Outreach**

**a. Task Description**

Carson City will use mailings, visioning workshops and community meetings as the most effective ways of involving the community. Basic information regarding Brownfields sites and the tools available to communities, developers, and not-for-profits to combat the further decline of viable properties will be provided. Carson City uses the following methods to outreach and engage our community:

1. Press releases in the local "Nevada Appeal" and the "Reno Gazette-Journal" newspapers.
2. Direct mailing to residents in the target area
3. Public service announcements on public-access TV and local radio to notice the community.
4. Updates of the project on the City's website, and on the website of our partners (e.g. the Carson City Chamber of Commerce website).
5. Community workshops at key decision points in the process, including a kick-off meeting and a meeting to review and comment on the sites selected as priorities for assessment under the EPA Brownfields grant. Public comments and questions will be addressed at these meetings.
6. Written information on the site selection criteria that will be used to establish the list of priorities for Phase I and Phase II assessments and other project documents will also be made available for the public to comment on. A two-week public comment period will typically be used. Carson City will extend the comment period to a three or four-week comment period to allow additional time for the public to consider a particularly important matter or an

important decision that is before the City that is needed or will benefit from community input.

7. Regular staff updates on the progress being made under the Brownfields grant at City Supervisors' meetings which are televised on public access TV.
8. Written and oral translation services will also be used for indigenous, Spanish-speaking and other community members that may not be proficient in the English language to expand and provide for maximum community participation and involvement.
9. Public questions/comments and City responses will be posted on the website. The City will also have a Frequently Asked Questions section which will address the most common questions/comments.

Some of the community stakeholders include:

- Carson City Chamber of Commerce
- Northern Nevada Development Authority
- Nevada Hispanic Services
- Carson City Convention and Visitors Bureau
- Western Nevada College

**b. Task Budget**

Hazardous Materials Assessment

Total Cost: \$21,500

Brownfields Grant: \$21,500

Petroleum Assessment

Total Cost: \$21,500

Brownfields Grant: \$21,500

**c. Schedule**

Task Start Date: 07/31/09      Task Completion Date: Plan to be completed by 12/31/09. Process will be ongoing throughout grant period.

**d. Deliverables**

- Press releases
- Direct mailing documents
- Public service announcements
- Website updates (will be documented with paper print)
- Meeting minutes and summaries
- Written documents for public comment
- Fact sheets and outreach materials

### **Task 3 - Conduct Inventory, Site Selection and Site Approval**

#### **a. Task Description**

In 2008, Carson City completed an extensive inventory and ranking of candidate sites in both redevelopment areas and identified the following categories of sites for assessment and cleanup planning:

- Paint shops (10 locations)
- Plating shops (17 locations)
- Gasoline stations
- Dry cleaners (5 locations)
- Heating oil tanks
- Open dumps
- Vacant buildings painted with lead and containing asbestos
- The former Carson City Armory (closed in 2002)
- Six acre open area that was the former site of the historical Virginia and Tahoe Railroad (V&T) where locomotives were serviced in a "roundhouse" and maintenance yards were located.

These sites will be reviewed by the environmental consultant and may be amended depending on the findings.

#### **b. Task Budget**

Cost: Included in Phase I consulting cost

Brownfields Grant: Included in Phase I consulting cost

#### **c. Schedule**

Task Start Date: 11/01/09      Task Completion Date: 06/30/10

#### **d. Deliverables**

- Site inventory list
- Plan for selecting sites for further investigation
- Criteria to rank sites
- List of ranked sites
- Site approval forms

**Task 4 - Quality Assurance****a. Task Description**

A Quality Assurance Project Plan and/or Sampling and Analysis Plan (SAP) and Health and Safety Plan (HSP) must be submitted to EPA. The QAPP or SAP must be approved by EPA prior to the start of field sampling.

This task will be completed by the environmental consultant. It will be stated in the Request for Proposal that these documents are required.

**b. Task Budget**

Cost: Included in consulting fee

Brownfields Grant: Included in consulting fee

**c. Schedule**

Task Start Date: 07/01/10 Task Completion Date Phase I: 11/30/10, Phase II: 09/30/11

**d. Deliverables**

- Draft QAPP or SAP

- Final QAPP or SAP

**Task 5 - Conduct Phase I Activities****a. Task Description**

Preliminary Assessment (Phase I): A Phase I environmental assessment is an initial environmental investigation, which complies with EPA's All Appropriate Inquiries Final Rule that includes a historical records search to determine ownership of a site, previous usage, and possible sources of contamination. A Phase I also includes a site visit, interviews, and in some cases it may include very limited sampling. A Phase I also must be conducted by a Qualified Environmental Professional. If no significant concerns are identified, Phase II assessments may not be necessary.

Once sites are selected for a Phase I Assessment, Phase I Environmental Site Assessments will be conducted. The Environmental Site Assessment will indicate whether hazardous substances or petroleum products exist on each property and whether a Phase II Environmental Site Assessment should be initiated. EPA's "All Appropriate Inquiry" guidelines shall be met.

Carson City's consultant will conduct approximately 16 Phase I Environmental Site Assessments, costing \$3,500 each, depending upon the size and nature of the selected properties. Approximately eight of the Phase I Environmental Site Assessments will be conducted at sites where the primary suspected contaminant is a hazardous substance, and approximately eight assessments at sites where the primary suspected contaminant is petroleum. The cost of a Phase I Environmental Site

Assessment is not dependent upon whether the primary contaminant is petroleum or non-petroleum hazardous substances. In many instances, the nature of the potential contamination at a property won't be known until after the Phase I Assessment is conducted. For this reason, we anticipate splitting the Phase I Assessment costs between the hazardous substances and petroleum budgets.

**b. Task Budget**Hazardous Materials Assessment

Total Cost: \$56,000

Brownfields Grant: \$56,000

In-Kind: \$0

Petroleum Assessment

Total Cost: \$56,000

Brownfields Grant: \$56,000

In-Kind: \$0

**c. Schedule**

Task Start Date: 10/01/10      Task Completion Date: 06/30/11

**d. Deliverables:**

- Phase I (AAI) reports
- Updated AAI reports.

**Task 6 - Conduct Phase II Activities**

Site Investigations (Phase II): An American Society of Testing and Materials (ASTM) Phase II environmental assessment is an investigation that includes sampling performed at the sites to confirm the location and identity of environmental hazards. The investigation may include a report of recommendations for cleanup alternatives.

Carson City will conduct two to three Phase II Environmental Site Assessments at sites suspected of being contaminated with hazardous substances and two to three Phase II Environmental Site Assessments at sites where petroleum is suspected of being the primary contaminant. The number of assessments conducted will, in part, depend upon the size of the selected properties and the nature and extent of the contamination involved. The sites will be identified as a result of the Phase I Assessment. The cost of each Phase II Assessment is approximately \$16,000. The Phase II Environmental Site Assessments will comply with Nevada Division of Environmental Protection Site Remediation Program Standards and Requirements.



**b. Task Budget**

Hazardous Materials Assessment

Total Cost: \$80,000

Brownfields Grant: \$80,000

Petroleum Assessment

Total Cost: \$80,000

Brownfields Grant: \$80,000

**c. Schedule**

Task Start Date: 01/01/12      Task Completion Date: 03/30/12

**d. Deliverables**

- ASTM Phase II reports

**Task 7 - Cleanup Plans/End Use Planning**

End use planning, cleanup planning and cost estimates for the target sites will be conducted. The result will be up to five reports each for the Hazardous Materials Assessment and the Petroleum Assessment. As part of the site cleanup prioritization process, the City will consult with the Health Department on the results of the Phase II Assessments and the possible connection to local health problems documented in the studies completed by the National Cancer Institute and the U.S. Department of Health and Human Services. Carson City will also work closely with the Nevada Division of Environmental Protection to ensure that the cleanup plans and the end use planning will protect human health and protect the environment.

**b. Task Budget**

Hazardous Materials Assessment

Total Cost: \$30,000 (up to five reports at \$6,000 each)

Brownfields Grant: \$30,000

Petroleum Assessment

Total Cost: \$30,000 (up to five reports at \$6,000 each)

Brownfields Grant: \$30,000

**c. Schedule**

Task Start Date: 10/01/11      Task Completion Date: 03/30/12

**d. Deliverables**

- Cleanup plans
- End-use planning reports and studies

**Task 8 - Reporting Activities****a. Task Description**

Regular Reporting: Carson City will comply with reporting requirements in the grant conditions and will also consult with our individual project officers on project specific reporting needs. We will provide regular reports to EPA including Quarterly Progress Reports, MBE/WBE Reports and Annual Financial Status Reports. Quarterly Reports will generally follow the format of the approved workplan. It will include a list, by project task and budget category, of expenses that will be invoiced and/or have been invoiced during the reporting period. The Quarterly Report will also include a description of cumulative expenditures to date by project task and budget category. The quarterly budget summaries will include information on the recipient's cost share. Property Profile Forms (PPF) will be submitted initially with the relevant Quarterly Report. An updated PPF is required each quarter thereafter. Electronic submission of quarterly reports and PPF will be submitted. Carson City will be responsible for inputting project and PPF data into the USEPA Assessment, Cleanup & Redevelopment Exchange System (ACRES) database. This database will be viewed and updated at quarterly, if needed.

Final Summary Report: Carson City will write a final summary report describing the initial goals and objectives of the brownfields grant, accomplishment of the goals and objectives, and any changes implemented. The report will highlight lessons learned and clearly describe future tasks which will be necessary to complete the cleanup and development of the site(s). The report will describe resources leveraged during the project (other than the EPA grant), how they were used, and any resources leveraged to continue the project after the expiration of the brownfields grant. The report will include any supporting assessment documents or summaries not previously provided. The Final Summary Report will also include a final property profile (OMB NO. 2050-0192).

Project Closeout: Carson City will comply with closeout requirements in the Terms and Conditions of the Cooperative Agreement.

**b. Task Budget**

Cost: Part of Contract Cost

Brownfields Grant: Part of Contract Cost

**c. Schedule**

Project Start Date: 07/30/09 Project Completion Date: ongoing throughout grant period. Final end date: June 30, 2012

**d. Deliverables**

Project deliverables due to the Project Officer include:

- Quarterly progress reports
- Property Profile Forms
- Final Summary Report
- Field reports, if applicable

Administrative deliverables due to the Grant Specialist include:

- Annual Financial Status Reports (FSR)
- Final FSR
- MBE/WBE Utilization Reports

**E. Schedule of Milestones & Deliverables**

Project deliverables due to the Project Officer include:

- Quarterly progress reports
- Property Profile Forms
- Final Summary Report
- Field reports

Administrative deliverables due to the Grant Specialist include:

- Annual Financial Status Reports (FSR)
- Final FSR
- MBE/WBE Utilization Reports

## EXHIBIT A

Fiscal Year	Quarter	Quarterly Report Due	Milestones and Deliverables Due with Quarterly Report	Status
2009	3 <sup>rd</sup>	July 31 <sup>th</sup>	<ul style="list-style-type: none"> <li>■ Selection of City Project Manager</li> <li>■ Revised Workplan completed</li> </ul>	
2009	4 <sup>th</sup>	Oct. 31 <sup>st</sup>	<ul style="list-style-type: none"> <li>■ Develop Request for Proposal (RFP) Bid Package</li> <li>■ Put RFP out to bid</li> <li>■ Receive and review RFP bids, environmental contract negotiation</li> <li>■ Project Management/Planning</li> <li>■ Select a Contractor to complete Site Assessment Work and Related Documents (RFP/RFQ)</li> </ul>	
2010	1 <sup>st</sup>	Jan 31 <sup>st</sup>	<ul style="list-style-type: none"> <li>■ Complete City Community Outreach Plan</li> </ul>	
2010	2 <sup>nd</sup>	April 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>■ Outreach website construction underway</li> </ul>	
2010	3 <sup>rd</sup>	July 31 <sup>st</sup>	<ul style="list-style-type: none"> <li>■ Inventory, Site Selection, Site Approval</li> </ul>	
2010	4 <sup>th</sup>	Oct. 31 <sup>st</sup>	<ul style="list-style-type: none"> <li>■ Quality Assurance Plan</li> </ul>	
2011	1 <sup>st</sup>	Jan. 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>■ Phase I Underway</li> </ul>	
2011	2 <sup>nd</sup>	April 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>■ Phase I Underway</li> </ul>	
2011	3 <sup>rd</sup>	July 31 <sup>st</sup>	<ul style="list-style-type: none"> <li>■ Phase I Complete</li> <li>■ Property Profile Forms submitted for all sites</li> <li>■ Enter site data into ACRES system</li> </ul>	
2011	4 <sup>th</sup>	Oct. 31 <sup>st</sup>	<ul style="list-style-type: none"> <li>■ Begin QAPP or Sampling and Analysis Plan and Health and Safety Plan</li> </ul>	
2012	1 <sup>st</sup>	Jan. 31 <sup>st</sup>	<ul style="list-style-type: none"> <li>■ Phase II Underway</li> </ul>	
2012	2 <sup>nd</sup>	April 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>■ Phase II Complete</li> <li>■ Cleanup Plans/End Use Planning</li> <li>■ Property Profile Forms submitted for all sites</li> <li>■ Enter site data into ACRES system</li> </ul>	
2012	3 <sup>rd</sup>	July 31 <sup>st</sup>	<ul style="list-style-type: none"> <li>■ Final Reporting Complete</li> <li>■ Enter final site data into ACRES system</li> </ul>	12
Ongoing	--	--	<ul style="list-style-type: none"> <li>■ Community Outreach</li> <li>■ Reporting</li> <li>■ Project Management by City</li> </ul>	37 of 42

**F. Budget Summary****Hazardous Materials Budget**

	Task 1 Project Management	Task 2 Community Outreach	Task 3 Inventory (incl. in contract fee)	Task 4 QA (incl. in contract fee)	Task 5 Phase I	Task 6 Phase II	Task 7 Cleanup and End use Plans	Task 8 Reporting (incl. in contract fee)	Total
Personnel	\$3,000	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Fringe	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Supplies	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
Equipment*	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$4,500	\$15,000	\$0	\$0	\$56,000	\$80,000	\$30,000	\$0	\$185,500
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Indirect	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant Total- EPA	\$12,500	\$21,500	\$0	\$0	\$56,000	\$80,000	\$30,000	\$0	\$200,000

**Petroleum Budget**

	Task 1 Project Management	Task 2 Community Outreach	Task 3 Inventory (incl. in contract fee)	Task 4 QA (incl. in contract fee)	Task 5 Phase I	Task 6 Phase II	Task 7 Cleanup and End use Plans	Task 8 Reporting (incl. in contract fee)	Total
Personnel	\$3,000	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Fringe	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Supplies	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
Equipment*	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$4,500	\$15,000	\$0	\$0	\$56,000	\$80,000	\$30,000	\$0	\$185,500
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Indirect	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant Total- EPA	\$12,500	\$21,500	\$0	\$0	\$56,000	\$80,000	\$30,000	\$0	\$200,000

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.</li> <li>2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.</li> <li>3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.</li> <li>4. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.</li> <li>5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).</li> <li>6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the</li> </ol> | <ol style="list-style-type: none"> <li>basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</li> <li>7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</li> <li>8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</li> </ol> |
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Standard Form 424B (Rev 4-2012)

# EXHIBIT A

<p>9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreement.</p> <p>10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p>	<p>12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) Related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>13. Will assist the awarding agency in assuring compliance will Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).</p> <p>14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.</p> <p>15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.</p> <p>16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.</p> <p>17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p> <p>18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p>
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<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> 	<p>TITLE</p> <p>Mayor</p>
<p>APPLICANT ORGANIZATION</p> <p>Carson City</p>	<p>DATE SUBMITTED</p> <p>July 8, 2009</p>

Standard Form 424B (Rev 4-2012) Back

United States Environmental Protection Agency  
Washington, DC 20460

**Preaward Compliance Review Report for  
All Applicants and Recipients Requesting EPA Financial Assistance**

Note: Read instructions on other side before completing form.

I. Applicant/Recipient (Name, Address, State, Zip Code). City of Carson City, 201 North Carson St. #2, Carson City, NV 89701		DUNS No. 073787152
II. Is the applicant currently receiving EPA assistance? No		
III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) None		
IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) None		
V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3)) None		
VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below. No a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). <input type="checkbox"/> Yes <input type="checkbox"/> No b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies.		
VII.* Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) Yes a. Do the methods of notice accommodate those with impaired vision or hearing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No c. Does the notice identify a designated civil rights coordinator? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
VIII.* Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a)) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
IX.* Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
X.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator. Human Resources, 201 N. Carson St., Carson City, NV 89701, 775-887-2000 Jennifer Schultz		
XI.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures. Human Resources, 201 N. Carson St., 775-887-2000. For the Applicant/Recipient <a href="http://www.carson-city.nv.us/index.aspx?Page=2033">www.carson-city.nv.us/index.aspx?Page=2033</a>		
I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.		
A. Signature of Authorized Official 	B. Title of Authorized Official Mayor	C. Date 7/7/09
For the U.S. Environmental Protection Agency		
I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.		
A. Signature of Authorized EPA Official	B. Title of Authorized EPA Official	C. Date
See ** note on reverse side.		

EPA Form 4700-4 (Rev. 03/2008). Previous editions are obsolete.





09-429  
EPA Project Control Number

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Robert L. Crowell, Mayor

Typed Name & Title of Authorized Representative

  
Signature and Date of Authorized Representative