



GOVERNMENT SERVICES CONTRACT

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Contract No.: ADEQ15-077563
Effective Date: UPON EXECUTION
Termination Date: June 30, 2015

Contract Title: Asbestos Abatement for the City of Flagstaff

GRANTEE

City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Attn: Karl Eberhard, Manager
Community Design and Redevelopment
Phone Number: (928) 213-2969
Fax: (928)779-7696
keberhard@flagstaffaz.gov

CONTRACT ADMINISTRATOR

Arizona Department of Environmental Quality
Contracts and Procurement Section
1110 West Washington Street, Mail Code: 6415A-4
Phoenix, AZ 85007-2935

Senior Procurement Specialist: Susan Holt
Phone Number: (602) 771-4256
Fax Number: (602) 771-2276

THIS CONTRACT is between the STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY [hereinafter sometimes referred to as the "Department" or "ADEQ"], established and authorized to contract pursuant to A.R.S. § 49-101, and the City of Flagstaff [hereinafter sometimes referred to as the "Grantee" or "City"].

The purpose of this Agreement is to provide, through the ADEQ Brownfields State Response Grant, funding on behalf of the Grantee, for the abatement of asbestos in a City-owned vacant building that is slated for demolition as part of the Downtown Revitalization District Plan. The building is located at 23 N. Beaver Street in Flagstaff, AZ.

The Grantee will be responsible for management and all notifications for this abatement project.

This document, including Agreement Terms, Scope of Work, Appendices, Amendments, and any modifications approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all other understandings, oral or written.

This Agreement contains the following documents:

- 1. Scope of Work
2. Special Terms and Conditions

- Exhibit A – ADEQ Logo with Printing Credit
Exhibit B – Sample Signage Located At Project Site for Public Notification
Exhibit C – Voluntary Remediation Program VRP Example Application

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

Table with 2 columns: CITY OF FLAGSTAFF and ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY. Rows include Signature, Printed Name, Title, and Date fields for both parties, followed by a statement: 'The above referenced Contract is hereby executed this ___ Day of ___, 2014.'

ADEQ15-077563
SCOPE OF WORK

1. Description

- 1.1 The Arizona Department of Environmental Quality (ADEQ) will provide funding for the City of Flagstaff from the Brownfields State Response Grant (SRG) to conduct an asbestos abatement at the 23 N. Beaver Street, Flagstaff, Arizona. The property was built in 1927 and was acquired by the city in 2004. This location is part of the Downtown Revitalization District and plans include the construction of a new Municipal Courts facility on this property. The asbestos abatement shall be funded by ADEQ on a reimbursement basis to the City.

2. Project Tasks

The City will perform the project management for the project and hire the contractors. The asbestos remediation and any sampling will be performed in accordance with the National Emission Standard for Hazardous Air Pollutants (NESHAP) Program and will be in accordance with the Asbestos Hazard Emergency Response Act (AHERA). Contractor services to be performed will include:

- a) Asbestos abatement at 23 N. Beaver Street, Flagstaff, AZ
- b) Asbestos oversight and project management services

3. ADEQ Responsibilities

- 3.1 Provide total funding from the SRG up to the amount of \$54,902.00 to be allocated for the performance of this Contract with \$48,902.00 to be allocated for the asbestos abatement on a cost reimbursement basis.
- 3.2 Provide initial funds of \$6,000 for inclusion with the City's application to the VRP. After the grantee has submitted an application and been accepted into the VRP, ADEQ shall transfer the required \$6,000 application fee from the SRG directly to the VRP. Any funds not expended by the VRP shall be reimbursed directly to the SRG.
- 3.3 Review and approve documents submitted for payment for performance of project activities, but not limited to the work plan, draft and final oversight reports, invoices, and the community notification and outreach plan developed by the City.
- 3.4 Retain documentation of all grant expenditures upon completion of the project activities to include, but not be limited to, contractor invoices.
- 3.5 Enter the site into the ADEQ Brownfields database which is available for public review.

4. The Grantee Responsibilities

- 4.1.1 Submit application to and be accepted into the ADEQ VRP. (See Exhibit C and download from <http://www.azdeq.gov/environ/waste/cleanup/download/agency.pdf>).

- 4.1.2 Select the project contractors from the current State of Arizona Asbestos/Lead Contract. The contractors shall be properly licensed or certified to perform the work, and shall comply with all applicable laws and guidelines. The City shall be responsible for ensuring that the contractors perform work in accordance with the contractual requirements and in accordance with the National Emission Standard for Hazardous Air Pollutants (NESHAP) Program. A copy of the contractors' certification will be provided to ADEQ. The City will provide ADEQ with a copy of the contracts.
- 4.2 Submit work plans as directed by the ADEQ VRP. Cleanup activities at the sites shall follow a VRP approved work plan to meet the remedial standards.
- 4.3 Monthly project status reports shall be submitted to ADEQ for the duration of the project. The project status reports will list the work completed, work anticipated for the next month, and the project schedule. These reports shall be submitted at a minimum on a monthly basis.
- 4.4 Provide documentation through photographs of project progression from start to finish. These images may be used by ADEQ, the Grantee or the Environmental Protection Agency (EPA). Photographs will be provided to the ADEQ Brownfields Program via email or through a file sharing site. Images should be in a jpeg format. They should be sent separate from the final project report.
- 4.5 Erect signage on the property such as is shown in Exhibit B of this Agreement before and during cleanup activities.
- 4.6 Develop and implement a community notification and outreach plan. The plan (no more than five pages) must be approved by ADEQ Brownfields Program prior to its implementation. The plan must include:
 - 4.6.1 Summarize activities the City has taken and will conduct to notify the community located near the site of the cleanup activities and the final use of the property.
 - 4.6.2 Identification of the name and contact information of a local person who can answer questions regarding the cleanup.
 - 4.6.3 Provide a mechanism for community members to provide comments to the City about its plans to conduct asbestos abatement activities and for the final use of the property.
- 4.7 Submit copies of the contractor invoices to the ADEQ Brownfields Coordinator to receive reimbursement from ADEQ for expenses incurred for asbestos abatement activities. (Administrative and Overhead costs are not eligible expenses under this grant.)
- 4.8 Submit a final report upon completion of cleanup activities requesting a "No Further Action" determination pursuant to A.R.S. § 49-181 to the VRP.

ADEQ15-077563
SPECIAL TERMS AND CONDITIONS

1. Definitions: The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.
 - 1.1 “Department” or “ADEQ” means the Arizona Department of Environmental Quality.
 - 1.2 “Agreement” or “Contract” means this written document between ADEQ and the Grantee.
 - 1.3 “Grantee” means “City of Flagstaff (City)”.
 - 1.4 “Project” or “Program” means the work, or any portion thereof described in this Agreement.
 - 1.5 “Shall” means that which is mandatory.
 - 1.6 “Subcontract” means any Contract between the Grantee and a third party to provide all or a specified part of the activities which the Grantee has contracted with the Department to provide.
 - 1.7 “Contract” means any Agreement, expressed or implied, between the Grantee and another party or between a Grantee and another party delegated or assigned, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract between the Grantee or ADEQ and the Grantee.
 - 1.8 “Site” means the building located at 23 N. Beaver Street, Flagstaff, Arizona.
 - 1.9 “State” means the State of Arizona.
2. Access to Information
 - 2.1 Subject to statutory confidentiality requirements of the Grantee and ADEQ, both parties to this Agreement shall have full, complete and equal access to data and information prepared under this Agreement on a no-charge basis.
3. Conflict
 - 3.1 In the event of a conflict between the provisions of this Section and those of Section 3.7 of the Uniform Terms and Conditions, Property of the State, the provisions of this Section shall prevail. http://www.azdoa.gov/agencies/spo/docs_and_forms.asp
4. Amount of Agreement
 - 4.1 Total funds available for this Contract shall not exceed **\$54,902.00**, unless otherwise amended in accordance with Section 3 above. This funding is an initial amount of sponsorship from ADEQ on behalf of the Grantee for this project.

5. Governing Law

5.1 This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

6. Implied Consent Terms

6.1 Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

7. Assignment

7.1 Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.

8. Audit of Records

8.1 In accordance with to A.R.S. § 35-214, the Contractor shall retain and shall contractually require each Subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

8.2 The Grantee is considered the recipient of the Brownfields SRG funds. In the event records of this project are audited by the EPA or its designees, and any costs disallowed by the EPA SRG Guidelines are identified, those costs must be reimbursed directly to ADEQ within 30 days of a written request.

9. Cancellation of State Contracts

9.1 Both parties may cancel this Agreement, without penalty of further obligation, pursuant to A.R.S. § 38-511.

10. Contract Term, Extensions and Amendments

10.1 The initial term of this Agreement shall be from the commencement of signatures by both parties through June 30, 2015. The Agreement may be renegotiated for additional periods, by formal Contract Amendment, subject to the requirements and/or limitations by Federal or State regulations.

10.2 The Agreement may be renegotiated for additional periods, up to a maximum of 48 months. If ADEQ exercises such rights, all Terms and Conditions of the original Contract shall remain in effect and apply during the renewal period.

10.3 This Agreement may be modified only by written Contract Amendment signed by the Director of ADEQ or his designee, and the person duly authorized to act on behalf of the

Grantee. Contract Amendments shall be executed with the same formalities as this Agreement. Executed copies of any Amendment shall be provided to both parties.

11. Effective Date

11.1 This Agreement shall become effective on the date this Agreement is signed by both parties.

12. Indemnification

12.1 To the extent permitted by A.R.S. §§ 35-154 and 41-621, the State of Arizona shall be indemnified and held harmless by the Grantee for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence. This provision shall not apply if the Grantee is an agency of the State of Arizona.

13. Non-Availability of Funds

13.1 In accordance with A.R.S. § 35-154, every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

14. Non-Discrimination

14.1 In accordance with A.R.S. § 41-1461, contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

15. Notices, Correspondence, Reports and Invoices

15.1 All notices, correspondence, reports and invoices from the Grantee shall be sent to:

Arizona Department of Environmental Quality
Waste Programs Division
Attn: Linda Mariner, Brownfields Program
1110 W. Washington Street, 5th floor
Phoenix, AZ 85007
Office: (602) 771-4294
mariner.linda@azdeq.gov

- 15.2 All correspondence relating to the execution of the Contract, clarification of this Contract, and Contract Amendments shall be sent to:

Arizona Department of Environmental Quality
Attn: Susan Holt, Senior Procurement Specialist
1110 W. Washington Street
Phoenix, AZ 85007
(602) 771-4256 Direct
Holt.Susan@azdeq.gov

- 15.3 All notices, correspondence, and reports from the Arizona Department of Environmental Quality shall be sent to:

Attn: Karl Eberhard, Community Design and Redevelopment Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2969
keberhard@flagstaffaz.gov

16. Either party to this Agreement may designate a new project manager by filing a notice with the other party in accordance with these notice requirements.

17. Applicable Law

- 17.1 In accordance with A.R.S. § 41-2501 and A.A.C. R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

18. Conflict of Interest

- 18.1 In accordance to A.R.S. § 38-511, the State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.

19. E-Verify

- 19.1 In accordance with A.R.S. § 41-4401, the Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

20. Arbitration

20.1 In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

21. Ownership of Information

21.1 Title to all documents, reports, data, and other materials prepared by the Grantee in performance of this Agreement shall rest in the ADEQ, except for copyrighted material prepared in advance of this Agreement by the Grantee at the expense of the Grantee. The ADEQ shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement, except for copyrighted material as provided in this Section. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement with the provision that all reproduction, duplication, disclosures and literature shall contain acknowledgement to ADEQ.

22. Payment and Reporting

22.1 Payment, if applicable, and reporting shall be in accordance with the Scope of Work and Section 15 of the Special Terms and Conditions.

23. Personnel

23.1 The Grantee represents that it employs, or shall through subcontract, secure all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with ADEQ unless otherwise specified herein

23.2 Unless otherwise specified, all the services required hereunder shall be performed by the Grantee or under the supervision of the Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. It is further agreed that the Grantee warrants that it is fully qualified and authorized under state and local law to perform the services contemplated under this Agreement.

24. Printing Credit

24.1 Promotional materials, such as brochures, advertisements, press releases, videos, signs, maps, technical reports, etc. developed for the project, which are funded with ADEQ monies, shall show credit to ADEQ. Such items shall include the following:

24.2 “Another project partially funded by the Arizona Department of Environmental Quality’s Brownfield Program”,

24.3 The logo format as shown in Exhibit A of this Agreement; and

24.4 All promotional material shall be printed on recycled paper with the statement “Printed on Recycled Paper” printed on the cover sheet.

25. Project Review

25.1 It is the responsibility of ADEQ to review and observe the progress of this Project. Therefore, ADEQ reserves the right to meet with the Grantee or its Subcontractors at reasonable intervals for purposes of review of the work and the progress of the Project.

25.2 ADEQ reserves the right to review and approve any and all forms, questionnaires, brochures, training materials and other special purpose documents developed by the Grantee or its Subcontractors for use in the Project. All documents shall be reviewed within five business days unless otherwise mutually agreed upon.

26. Draft Document Review

26.1 The Grantee shall allow ADEQ to review all draft material prior to finalizing the material for printing and distribution, including television and radio commercials, brochures, advertisements, press releases, videos, signs, maps, technical reports and other printed material developed by the Grantee as part of this project.

27. Severability

27.1 The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

28. Subcontracts

28.1 The Grantee shall not enter into any subcontract or agreement relating to this Agreement without the prior written approval of ADEQ.

28.2 If approval to subcontract is granted, the Grantee shall provide ADEQ with a copy of each subcontract or agreement within 30 days of its effective date.

28.3 Subcontracts shall incorporate all terms and conditions contained herein.

29. Termination

29.1 ADEQ or the Grantee may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the Grantee or ADEQ, as appropriate. The notice shall specify the effective date of termination. In the event this Agreement is terminated, with or without cause, the equipment, instruments, housing, supplies, and other materials prepared in advance of this Agreement by the Grantee at the Grantee’s expense as provided in Section 24 of this Agreement, shall become property of ADEQ.

29.2 In the event the Agreement is terminated, with or without cause, the Grantee shall deliver all finished or unfinished documents, data, and reports prepared as a result of this Agreement to ADEQ.

29.3 If the Agreement is terminated, the Grantee shall be paid for all allowable costs incurred prior to the date of termination, subject to audit verification by ADEQ or its duly authorized representative.

30. Third Party Antitrust Violations

The Grantee assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee, toward fulfillment of this Contract.

31. Brownfields SRG Application

The Grantee's Brownfield SRG application dated June 30, 2014, is hereby incorporated into this Agreement by reference.

32. Estimated Usage

Any Contract resulting from this Agreement shall be used on an as needed, if needed basis. ADEQ makes no guarantee as to the amount of work that may be performed under any resulting Contract.

33. Changes

ADEQ reserves the right to add or delete related services and make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the State. All changes shall be documented in advance by Contract Amendment signed by the ADEQ designated authority and the Contractor.

34. Lobbying

The Contractor shall not engage in lobbying activities, as defined in 40 CFR Part 34 and A.R.S. § 41-1231 et. seq., using monies awarded under this contract. Upon award of a contract, Contractor shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to ensure that monies awarded under a contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor must include anti-lobbying provisions in all contracts with Subcontractors.

35. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its client and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

36. Small, Women/Minority Owned Business Utilization

The GCHS is encouraged to make every effort to utilize Subcontractors that are small, women-owned and/or minority-owned business enterprises. This could include subcontracts for a percentage of the work.

37. Certification of Small Businesses and Disadvantaged Business Enterprises (DBE)

It is highly recommended that small businesses and DBEs get certified as such. EPA reporting, requirements have changed and it is in the best interests of such businesses to become certified as soon as possible, certification is typically free. Several certifying agencies are as follows:

City of Phoenix, phoenix.gov/eod/programs/abecertprograms/index.html

City of Tucson, cms3.tucsonaz.gov/oeop

Small Business Association (SBA), www.sba.gov/content/facts-about-government-grants

Arizona Department of Transportation (ADOT) www.azdot.gov/business/civil-rights

Environmental Protection Agency (EPA) epa.gov/osbp/

38. Federal Immigration and Nationality Act

38.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract I-9 forms are available for download at USCIS.GOV.

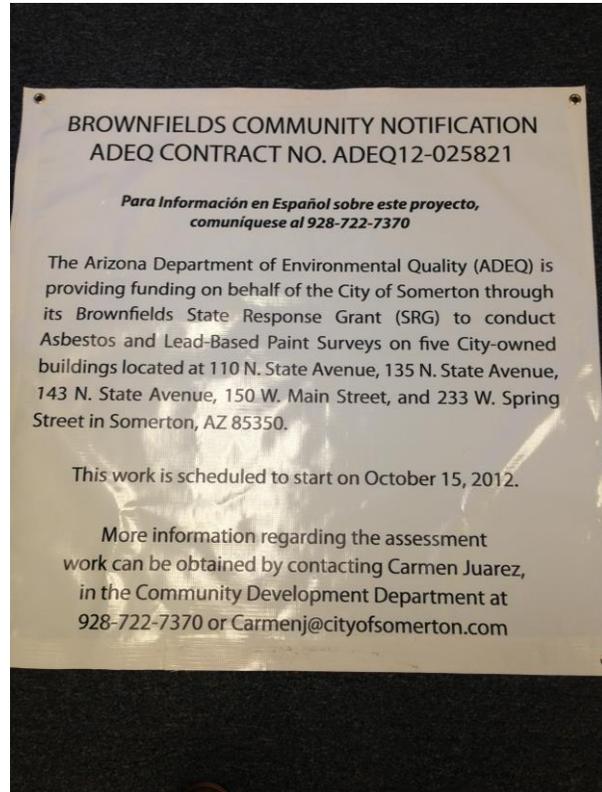
38.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspend and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**ADEQ15-077563
EXHIBIT A
ADEQ LOGO WITH PRINTING CREDIT**



**Janice K. Brewer, Governor
Henry R. Darwin, Director**

ADEQ15-077563
EXHIBIT B
SAMPLE SIGNAGE LOCATED AT PROJECT SITE FOR PUBLIC NOTIFICATION



ADEQ15-077563
EXHIBIT C
VRP Example Application



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
VOLUNTARY REMEDIATION PROGRAM APPLICATION

PART I VOLUNTARY REMEDIATION PROGRAM (VRP) INFORMATION AND APPLICATION OVERVIEW

VRP Overview

The State of Arizona enacted Senate Bill 1454, which created a new Voluntary Remediation Program (VRP), to be implemented by the Arizona Department of Environmental Quality (ADEQ). The new VRP statutes went into effect on July 18, 2000. In accordance with the new statutes, ADEQ submitted a Notice of Exempt Rulemaking with the Secretary of State on January 19, 2000. This action finalized the adoption of the VRP interim fee rules. These interim fee rules went into effect on February 9, 2001 and can be found in the Arizona Administrative Code (A.A.C.), Title 18, Chapter 7, Article 5.

Fees

The interim fee rules:

- establish a \$2,000 non-refundable application fee (note that upon acceptance into the VRP, the fee will be credited against total reimbursable costs);
- establish an hourly VRP oversight rate of \$110 per hour;
- provide for an initial deposit of \$4,000 to be submitted with the applicant's work plan or request for No Further Action (NFA) or Conditional NFA;
- request additional deposits of \$4,000, if an account drops below \$1,000;
- provide small businesses with the opportunity to pay the application fee in installments under an agreement with the department;
- provide for quarterly billing statements.

The above is represented as a summary of the main elements of the interim fee rule. Contact the Secretary of State at (602) 542-4086, or the VRP at (602) 771-4398, or toll free in Arizona at 800-234-5677 Ext. 4398 to obtain complete copies of the rule. Additional information can also be found on the ADEQ website, www.adeq.state.az.us.

Application Overview

The application is subdivided into five parts: PART I, VRP Information and Application Overview; PART II, VRP Eligibility; PART III, Applicant, Site and Remedial Action Information; PART IV, Voluntary Remediation Agreement; and, PART V, Correctness of Information and Terms and Conditions Agreement Statement.

Application Fee and Process

After completing PARTS II - V of the application, the applicant shall include with the application a **non-refundable application fee of \$2,000**, pursuant to A.R.S. § 49-179 (A) and A.A.C. R18-7-502(A). The fee should be in the form of a company check, cashier's check, certified check, or money order **made payable to ADEQ**. Small businesses as defined in A.R.S. § 41-1001(19), may have their application approved upon receipt of a partial payment of the application fee, in an amount approved by ADEQ and an agreement to pay the remainder of the fee in scheduled installments.

Please return the completed application and the \$2,000 non-refundable fee to the:

Arizona Department of Environmental Quality
Voluntary Remediation Program, Fourth Floor
1110 W. Washington Street, MC 4415B-2
Phoenix, AZ 85007

After receipt of the application, the VRP will promptly review the application and approve, deny, or request modifications in order to determine the applicant's eligibility to participate in the VRP. An application shall be deemed complete unless the department, within sixty days of receipt, notifies the applicant that the application is incomplete or has been denied.

PART II: VRP ELIGIBILITY

Section I: Verification of VRP Eligibility

A. VRP Eligibility

Please verify that your remedial activities are eligible for the VRP by answering "yes" or "no" to the below listed eligibility requirements specified in A.R.S. § 49-172(B). If you circle "yes" to any of the remedial activities listed in the box below, contact the VRP for assistance at (602) 771-4398 or toll free in Arizona at (800) 234-5677 ext. 4398.

<p>Are remedial actions required by the terms of any of the following :</p> <p>1) a written agreement between the applicant and the Director entered into before the date of the application;</p> <p>2) a judicial judgment or decree;</p> <p>3) an administrative order issued before the date of the application;</p>	Yes	No
<p>Are remedial actions:</p> <p>sought to be required in the complaint in a judicial action filed and served by the state before the date of the application;</p>	Yes	No
<p>Are remedial activities subject to:</p> <p>1) corrective action at or closure of a facility, that has qualified for interim status or to which a permit has been issued pursuant to A.R.S. § 49-922;</p> <p>2) listing on the WQARF Registry [see A.R.S. § 49-287.01(D)] or location in a WQARF boundary area with the same contaminant(s) of concern. Specifically remedial actions at a site or portion of a site listed on the registry maintained pursuant to § 49-287.01, subsection D that address a contaminant of concern at that site, except that the department may accept an application under this article for remediation of a site or a portion of a site for which a preliminary investigation has been commenced or completed pursuant to § 49-287.01 but that has not been listed on the registry maintained pursuant to § 49-287.01, subsection D;</p> <p>3) a corrective action pursuant to A.R.S. § 49-1005, unless the person waives any right to reimbursement from the State Assurance Fund. Answer "no" to this question if the applicant and property owner agree not to seek reimbursement from the State Assurance Fund for LUST corrective actions, or no USTs are found on site. In all cases, if the applicant answers "no" to this question, the "Waiver of State Assurance Fund Reimbursement" must be completed.</p>	Yes	No

If you have answered "no" to all of the above items, your site may be eligible for participation in the VRP. If you have any questions regarding eligibility requirements or application elements, please contact the VRP prior to submittal. (Please note that the application fee is non-refundable)

B. Waiver of State Assurance Fund Reimbursement (signatures are mandatory for VRP acceptance)

The applicant and property owner (if different from the applicant) shall not seek or request reimbursement from the ADEQ/State Assurance Fund for LUST corrective actions performed or approved under the Voluntary Remediation Program.

By: _____ Name: _____ Date: _____
(Applicant's Signature) (Print or type)

The property owner must sign, if different from the applicant.

By: _____ Name: _____ Date: _____
(Owner's Signature) (Print or type)

PART III: APPLICANT RELATED, SITE AND REMEDIAL ACTION INFORMATION

Section I: Applicant Related Information

A. Applicant

Name _____

Company _____

Address _____

City _____ State _____ Zip Code _____

Phone () _____ Fax () _____ E-mail _____

Nature of the Relationship to the Site _____

Type of Business: (Please circle ALL that apply to your business)

N - Native American Owned Entity O - Operator on Native American Property F - Federal Government

S - State Government C - County Government P - Partnership R - Corporation M - Municipality

Other _____

B. Applicant's Authorized Agent (if any)

Name _____ Relationship to Applicant _____

Company _____

Address _____ City _____ State _____

Zip Code _____ Phone () _____ Fax () _____ E-mail _____

Describe Agent's Authority _____

C. Property Owner

Name _____ Title _____

Company _____

Address _____ City _____ State _____

Zip Code _____ Phone () _____ Fax () _____ E-mail _____

D. Billing Information

Name _____

Company _____

Address _____ City _____ State _____

Zip Code _____ Phone () _____ Fax () _____ E-mail _____

Section II: Site Information

A. Description of the Location and Boundaries of the Site or Portion of the Site, that is Subject to the Remediation

Site Name _____

Address _____

City _____ County _____ Zip Code _____

Approximate Center of the Property:

Latitude _____ ° _____ ' _____ " Longitude _____ ° _____ ' _____ " ***

Site Size (acres or sq. feet) _____ Parcel Number _____

Township _____ Range _____

Section _____ of the _____ 1/4 of the _____ 1/4 of the _____ 1/4

Legal description of the Property (attach a map showing the site): _____

B. Investigation Information

To the best of your knowledge, is the property (or any activity conducted on the property) currently the subject of an administrative, civil, or criminal investigation related to protection of the environment? Yes/No [circle one]
If yes, please describe: _____

To the best of your knowledge, has the property (or any activity conducted on the property) ever been the subject of an administrative, civil or criminal investigation related to protection of the environment? Yes/No [circle one]
If yes, please describe (including the approximate date of the investigation and any known outcome of the investigation): _____

Section III: Site Characterization

A. Description

Provide a general description of the results of the site characterization activities performed at the site or portion of the site (attach additional sheets if necessary): _____

Section IV: Remedial Actions

A. Remediation

Indicate if the remediation is: _____ Proposed _____ In progress _____ Completed

Provide a general description of the work to be performed or already performed. (attach additional sheets if necessary): _____

B. Please Check ALL Your Remedial Objectives While Participating in the VRP:

SOIL

- _____ Residential Soil Remediation Levels
- _____ Non-residential Soil Remediation Levels
- _____ Property specific risk-based residential levels
- _____ Property specific risk-based non-residential levels
- _____ Background levels
- _____ Intended cleanup level not known at this time

List contaminants _____

WATER

- _____ Aquifer water quality standards
- _____ Surface water quality standards
- _____ Intended cleanup level not known at this time

List contaminants _____

RISK ASSESSMENT

Please Describe _____

Section II: Voluntary Remediation Agreement - Costs/Fees, Tasks, & Meetings

A. Reimbursement of ADEQ Costs

The applicant agrees to reimburse ADEQ for all reasonable and necessary costs of actions taken by ADEQ, pursuant to A.R.S §§ 49-173 through 49-182, and 49-185. Reimbursable costs include time spent by the ADEQ employees and the costs of goods and services contracted by ADEQ to carry out the activities described in the VRP authorities listed above (A.A.C. R18-7-504). The interim hourly reimbursement rate for ADEQ staff is \$110 per hour (A.A.C. R18-7-505). The applicant is responsible for costs associated with the services of any contractor retained by ADEQ. The applicant agrees to pay all costs incurred in collecting any amounts due under this agreement, including ADEQ's attorneys' fees, and other goods and services. If an application is withdrawn or terminated from the VRP, the applicant shall reimburse ADEQ for all costs incurred prior to the withdrawal or termination (A.A.C. R18-7-507).

B. Advance Deposits

The applicant agrees to provide an initial deposit of \$4,000 to ADEQ [A.A.C. 18-7 503(A)], to be submitted with the applicant's work plan or request for NFA or Conditional NFA, and before the applicant's work plan (A.R.S § 49-175) or NFA/CNFA report (A.R.S § 49-181) will be reviewed by the VRP. The deposit must be in the form of a company check, cashier's check, certified check, or money order made payable to ADEQ. A site-specific deposit account will be established for the site and ADEQ will charge all incurred reimbursable costs attributable to the applicant's site against the account. If the applicant's account falls below \$1,000, additional deposits of \$4,000 will be requested of the applicant. All deposits are due within 30-days of the request date. If any requested deposit is not received within 60-days of request, the applicant's site may be terminated from participation in the VRP. For more information see A.A.C. R18-7-503.

C. Work Plan Schedule

The applicant agrees to carry out the tasks described in the work plan pursuant to A.R.S § 49-175 in accordance with the schedule provided in the work plan, or to submit a report pursuant to A.R.S § 49-181.

D. Meeting and Confering with ADEQ

The applicant agrees to meet and confer with the department regarding the progress of the tasks performed in accordance with the work plan, approved pursuant to A.R.S § 49-177, if applicable.

E. Notice of Referral

Please note that upon closure, withdrawal, or termination from the VRP, any environmental issues not resolved will be referred to the appropriate ADEQ program for further investigation and/or action

PART V: CORRECTNESS OF INFORMATION AND TERMS AND CONDITIONS AGREEMENT STATEMENT

I certify under penalty of law that this application and all attachments are, to the best of my knowledge and belief, true, and complete. I also agree to the terms and conditions as specified in PART IV, Section I and II - Voluntary Remediation Agreement. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

Applicant's Signature

By: _____ Name: _____ Date: _____
(Applicant's Signature) (Print or type)