

**SECOND INTERGOVERNMENTAL AGREEMENT  
REGARDING THE DAKOTA  
OUTFALL PROJECT**

This Second Intergovernmental Agreement Regarding The Dakota Outfall Project (this or the “Agreement”) dated as of the Effective Date (defined below) is made between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and a home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 (the “City”) and the **BMP METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) whose address is 595 South Broadway, Suite 200, Denver, Colorado 80209.

**RECITALS**

WHEREAS, the District, is a quasi-municipal corporation and political subdivision of the State of Colorado, formed to provide certain public infrastructure to serve that certain real property located within Denver, Colorado, which is proposed to be developed as a mixed use development to be known as Alameda Station Village (the “Project”) and other property and development within and without the District’s boundaries, including the Broadway Marketplace;

WHEREAS, in connection with the Project, the District has agreed to construct that certain stormwater pipeline to be known as the “Dakota Outfall” the approximate location of which is depicted on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, the City, the District and the Denver Urban Renewal Authority are parties to that certain Project Funding Agreement for W. Dakota Avenue Storm Water Outfall and Street Improvements dated March 13, 2012 (the “Dakota Outfall Project Funding Agreement”) that provides for a certain sharing of costs associated with the improvements as described therein;

WHEREAS, in connection with the Dakota Outfall Project, the District has discovered pre-existing petroleum-contaminated groundwater and soil on property owned by the City in the vicinity of the triple box culvert which is generally located as depicted on Exhibit A;

WHEREAS, in addition to the requirements contained in other agreements between the City and the District, including the Project Funding Agreement for W. Dakota Avenue Storm Water Outfall and Street Improvements dated March 13, 2012 (Contract Control No. PWADM-201204713-00 as amended and restated on June 28, 2013 (Contract Control No. PWADM-201204713-01) and the first Intergovernmental Agreement regarding the Dakota Outfall Project dated August 12, 2013 (Contract Control No. PWADM-201311821-00), but without amending or modifying those agreements in any way nor the District assuming any liability except as stated herein, the City and the District wish to address additional project requirements with respect to management of petroleum-contaminated environmental media;

WHEREAS, pursuant to Colorado Constitution, Article XIV, Section 18(2)(a) and Sections 29-1-201, Colorado Revised Statutes, and the City’s home rule Charter, the City and the District may cooperate and contract with each other to provide any function, service or facility lawfully authorized by such governments; and

WHEREAS, the City and the District have determined that it is in their best interests respectively to enter into this Agreement.

NOW THEREFORE, in consideration of mutual agreements set forth herein, the parties agree as follows:

1. Management of Petroleum-Contaminated Environmental Media.

(i) The District shall perform all necessary and appropriate work to manage petroleum-contaminated environmental media (including petroleum contaminated groundwater and soil) on Denver-owned land in the vicinity of the CDOT triple box culvert through its contractual relationship with PCL and the District's Change Order process. An itemization of such Environmental Work is attached as **Exhibit B Scope of Environmental Work for the Management of Petroleum-Contaminated Environmental Media and Budget**, incorporated by reference herein ("Environmental Work"). Environmental Work includes the proper management, treatment, and disposition of all petroleum-contaminated environmental media that is disturbed, or impacted by the disturbance, in the vicinity of the CDOT triple box culvert during the course of the Project but does not include remediation or correction of the pre-existing petroleum-contaminated environmental media beyond that which is disturbed and/or necessary for proper management of the disturbance.

(b) The District shall diligently undertake and perform the Environmental Work in a reasonable, cost-effective and expeditious manner.

(c) The District is ready, willing, and able to provide the Environmental Work required by this Agreement.

(d) The District shall faithfully perform the Environmental Work in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement and in conformance with all applicable laws, rules and regulations and to the reasonable satisfaction of the Manager of Public Works.

2. Compensation and Payment:

(a) The City shall pay and the District shall accept as the sole compensation for services rendered and costs incurred under the Agreement \$683,823.91, as itemized in **Exhibit B**. Amounts billed may not exceed the unit costs and overall budget set forth in **Exhibit B**.

(b) Invoicing: District shall provide the City with one invoice for the Environmental Work upon completion of that portion of the Dakota Outfall Project impacted by petroleum-contaminated media in the vicinity of the triple box culvert in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

(c) Maximum Contract Amount:

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX HUNDRED EIGHTY-THREE THOUSAND EIGHT HUNDRED TWENTY THREE DOLLARS AND NINETY-ONE CENTS (\$683,823.91)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by District beyond that specifically described in Exhibit B herein. Any services performed beyond those in Exhibit B set forth herein, that are not provided for in a separate agreement with the City, are performed at District's risk and without authorization under the Agreement.

(ii) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

3. Effective Date and Term. The Effective Date of this Agreement shall be the date set forth on the City signature page below. This Agreement shall automatically terminate upon completion of all obligations hereunder. The District may request a written instrument be executed by Manager of Public Works and the Manager of Environmental Health for the City to confirm the satisfaction of the parties' respective obligations under this Agreement and the termination of this Agreement.

4. Insurance:

(a) District shall provide the City with certificates of insurance as follows:

(i) Commercial general liability insurance with XC&U exclusions deleted (including completed operations, operations of subcontractors, blanket contractual liability insurance, owned, non-owned and hired motor vehicle liability, personal injury liability) with limits against bodily injury and property damage of not less than \$5,000,000 for any person and \$5,000,000 for any occurrence; and

(ii) Worker's compensation insurance, with statutory coverage.

(iii) Contractors Pollution Liability: District shall, or District shall require its contractor(s) and subcontractor(s) performing Environmental Work to, maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

(b) The policies of insurance required under subsection (a) above, shall be reasonably satisfactory to the City, shall, for commercial general liability, list the City as

additional insureds, shall be placed with financially sound and reputable insurers licensed to transact business in the State of Colorado, and shall require the insurer to give at least thirty (30) days' advance written notice to the City prior to cancellation or change in coverage. District shall provide certified copies of all policies of insurance required under subsection (a) above, to the City upon request. For all insurance required to be carried by District under this Section 4, District shall require its insurer(s) to provide the City and its directors, officers, employees and agents with waivers of subrogation. District shall not obtain any insurance that prohibits the insured from waiving subrogation. To the extent available in the insurance industry at a commercially reasonable price, all policies required to be obtained by District shall be written as "occurrence" policies and not as "claims-made" policies.

(c) In agreeing to the foregoing insurance requirements, neither the City nor District intend to waive any provision of the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S. The parties are public entities within the meaning of the Colorado Governmental Immunity Act ("CGIA"), Section 24-10-101, et seq., C.R.S., as amended. The parties agree that each party is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence through June 30, 2013 and \$478,000 per person, \$990,000 per occurrence as of July 1, 2013) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. Therefore, at all times during the term of this Agreement, including any renewals or extensions, the District shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA, including coverage for Workers' Compensation and Employers' Liability, Commercial General Liability and Auto Liability.

## 5. Indemnity

### (a) General Indemnity.

(b) To the extent permitted by law, and without intending to waive applicable governmental immunity, District covenants and agrees, at its expense, to release, pay, indemnify, and defend and hold harmless, the City and its City Council, officers, agents, employees, engineers and attorneys (collectively, "Indemnified Parties" or singularly, each an "Indemnified Party") of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys' fees and court costs), and liabilities resulting directly or indirectly from District's performance of the Environmental Work and any other conduct or activities with respect to the Environmental Work unless such claims, damages, demands, expenses, or liabilities, arise solely by reason of the negligent act or omission of the City. Environmental Indemnity.

To the extent permitted by law, and without intending to waive applicable governmental immunity, District hereby agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all Environmental Liabilities, whenever and by whomever asserted.

As used in this Section, "Environmental Liabilities" shall mean any obligations or liabilities (including, without limitation, any claims, demands, actions, suits, enforcement actions, judgments, orders, writs, decrees, permits or injunctions imposed by any court, administrative agency, tribunal or otherwise, or other assertions of obligations and liabilities) that are:

(i) related to protection of the environment or human health or safety and involving the Environmental Work (including, but not limited to, on-site or off-site contamination by pollutants, whether known or unknown, and occupational safety and health); and

(ii) involving the Environmental Work and arising out of, based upon or related to environmental protection laws, or any judgment, order, writ, decree, permit or injunction imposed by any court, administrative agency, tribunal or otherwise.

The term “Environmental Liabilities” shall include, but not be limited to: (i) fines, penalties, judgments, awards, settlements, losses, damages (including foreseeable and unforeseeable consequential damages), costs, fees (including attorneys’ and consultants’ fees), expenses and disbursements; (ii) defense and other responses to any administrative or judicial action (including claims, notice letters, complaints, and other assertions of liability); and (iii) financial responsibility for cleanup costs and injunctive relief, including any corrective action, removal, remedial or other response actions, and natural resources damages, any other compliance or remedial measures, and bodily injury, medical monitoring, wrongful death, and property damage.

The terms “removal,” “remedial” and “response” action shall include, without limitation, the types of activities covered by CERCLA, as amended, and whether the activities are those which might be taken by a government entity or those which a government entity might seek to require of waste generators, storers, treaters, owners, operators, transporters, disposers or other persons under “removal,” “remedial,” or other “response” actions.

(c) Indemnification Procedures.

(i) If any claim relating to the matters indemnified against pursuant to this Agreement is asserted against an Indemnified Party that may result in any damage for which any Indemnified Party is entitled to indemnification under this Agreement, then the Indemnified Party shall promptly give notice of such claim to District.

(ii) Upon receipt of such notice, District shall have the right to undertake, by counsel or representatives of its own choosing, the good faith defense, compromise or settlement of the claim, such defense, compromise or settlement to be undertaken on behalf of the Indemnified Party.

(iii) The Indemnified Party shall cooperate with District in such defense at District’s expense and provide District with all information and assistance reasonably necessary to permit such party or parties to settle and/or defend any such claim.

(iv) The Indemnified Party may, but shall not be obligated to, participate at its own expense in a defense of the claim by counsel of its own choosing, but District shall be entitled to control the defense unless the Indemnified Party has relieved District from liability with respect to the particular matter.

(v) If District elects to undertake such defense by its own counsel or representatives, District shall give notice of such election to the Indemnified Party within ten (10) days after receiving notice of the claim from the Indemnified Party.

(vi) If District does not so elect or fails to act within such period of ten (10) days, the Indemnified Party may, but shall not be obligated to, undertake the sole defense thereof by counsel or other representatives designated by it, such defense to be at the expense of District.

(vii) The assumption of such sole defense by the Indemnified Party shall in no way affect the indemnification obligations of District; provided, that no settlement of any claim shall be effected without District's consent.

6. Authority to Execute. Each party represents to the other parties that the persons who have affixed their signature hereto have all necessary and sufficient authority to bind such party.

7. Cooperation of the Parties. In the event that an action is brought against any party regarding the validity or operation of this Agreement, the parties shall cooperate in any such litigation.

8. Assignment. The District shall not have the right to assign its rights and obligations under this Agreement without prior written approval of the Manager of Public Works, which approval shall not be unreasonably withheld or delayed.

9. When Rights and Remedies Not Waived. In no event shall any performance hereunder constitute or be construed to be a waiver by any party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any such breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more of covenants, provisions, or conditions of the Agreement shall be deemed or taken to be a waiver of any other default or breach.

10. Subject to Local Laws; Venue. Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charter and Ordinances of the City and County of Denver and regulations enacted pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. This Agreement is made, shall be deemed to be made and shall be construed in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or any amendment or renewal shall be in the City and County of Denver, Colorado.

11. Notices. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered mail or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice to the other party:

If to City: Mayor  
City and County Building  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

With copies to: Denver City Attorney  
201 W. Colfax Avenue, Dept. 1207  
Denver, Colorado 80202

Manager of Environmental Health  
200 W. 14<sup>th</sup> Avenue, Dept. 310  
Denver, CO 80202

Manager of Public Works  
201 W. Colfax, Dept. 608  
Denver, Colorado 80202

If to District: BMP Metropolitan District No. 1  
595 S. Broadway, Suite 200  
Denver, Colorado 80209  
Attn: Dan Cohen, President

With copies to: McGeady Sisneros, P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203  
Attn: MaryAnn McGeady, Esq.

12. Parties' Liabilities. Each party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

13. Amendments. No subsequent novation, renewal, addition, deletion, or other amendment to this Agreement shall have any force or effect unless embodied in a written amendment or other agreement executed by the District and the City. No City Council approval is necessary unless required by the City Charter.

14. Paragraph Headings. The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

15. Third Party Beneficiary. The parties intend that this Agreement shall create no third party beneficiary interest except for successor and permitted assigns of the parties hereto. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for an interpretation construing a different intent, and expressly disclaim any such acts or actions.

16. Counterparts, Electronic Signatures, and Electronic Records. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one of the same document. Facsimile signatures shall be accepted as originals. The parties consent to the use of electronic signatures by the City. The Agreement and any other documents requiring a signature may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or

enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

17. Reasonableness of Consent or Approval. Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of any party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

18. No Personal Liability. No elected official, director, officer, agent or employee of the City or District shall be charged personally or held contractually liable by or to the other parties under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

19. No Discrimination in Employment. In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all contracts entered into in conjunction with this Agreement.

20. Appropriation. All obligations of the City under and pursuant to this Agreement are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City. All obligations of the District under and pursuant to this Agreement are subject to prior appropriation of monies expressly made by the Board of Directors of the District for the purposes of this Agreement.

21. Examination of Records. District agrees that any duly authorized representative of the City, including the City Auditor and his representatives, shall have access to and the right to examine, during normal business hours and upon at least 48 hours’ prior notice to the District, any directly pertinent books, documents, papers and records of the District relating to this Agreement, subject to applicable laws.

[Signatures follow on next pages.]

## EXHIBITS TO AGREEMENT

- Exhibit A Depiction of Location of Dakota Outfall Pipeline and Dakota Fee Parcels
- Exhibit B Environmental Work for the Management of Petroleum-Contaminated Environmental Media and Budget



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_


By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** ENVHL-201311760-00

**Contractor Name:** BMP METROPOLITAN DISTRICT NO 1

By: 

Name: Daniel Colan  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



Exhibit A, Contract Control Number ENVHL-201311760-00





**CONSTRUCTION LEADERS**

September 18, 2013

50001305-2I.2  
DOP Letter No. 011

Mr. Dan Cohen  
**BMP Metropolitan District**  
595 S. Broadway, Suite 200  
Denver, Colorado 80209  
C/O Axel Russell - TWP

**INVOICE 5001305-CCD001**

**Reference: Dakota Outfall Project  
CCD Contamination Change Order Pay Application #001**

Dear Mr. Cohen:

Please accept this letter as PCL Construction Services Inc.'s Invoice submittal for the environmental remediation costs from the triple box culvert to the RTD Right of Way. The balance due on this application for payment is **\$683,823.91** (with no retainage), and is supported by the attached Contractor's Application and Certificate for Payment.

Please remit payment to the PCL Construction Services, Inc. Office located at 2000 South Colorado Boulevard, Tower 2, Suite 500, Denver, Colorado 80222.

If additional information is required, please feel free to contact our office.

Yours truly,

A handwritten signature in black ink, appearing to read "S. Kovach", is written over a light blue horizontal line.

Steve Kovach  
Senior Project Manager

**PCL Construction Services, Inc.**

Attachments

Xc: Tracy McFadden  
Axel Russel

**PROJECT:** Dakota Outfall Project  
601 S. Broadway  
Denver, Colorado

**CHANGE ORDER NUMBER:** 01  
**DATE:** Sept. 5, 2013

**TO (Contractor):** PCL Construction Services, Inc.  
2000 S. Colorado Blvd, Suite 2-500  
Denver, Colorado 80222

**PROJECT NO.:** 5001305  
**CONTRACT FOR:** CM/GC Services  
**CONTRACT DATE:** March 31, 2013

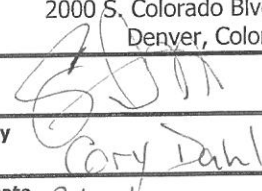
**Scope of Work**

1. Per the attached CCD Contamination Pay Application and associated backup and per PCL Serial Letter DOP 003, The Owner authorizes payment for additional costs associated with the solid waste and groundwater contaminants identified in the vicinity of the existing triple box culvert and proposed outfall structure to the established Right of Way limit.

Add: 683,823.91

Not valid until signed by Owner, and Contractor.

The original Contract Sum was	\$16,112,223.00
Net change by previous authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$16,112,223.00
The Contract Sum will be increased by this Change Order	\$683,823.91
The new Contract Sum including this Change Order will be	\$16,796,046.91
The Contract Time will be (unchanged) by	( 0 ) Days

<b>CONTRACTOR</b>	<b>OWNER</b>
<b>PCL Construction Services, Inc.</b>	<b>BMP Metropolitan District No. 1</b>
<b>Address</b>	
2000 S. Colorado Blvd., Suite 2-500 Denver, Colorado 80222	595 S. Broadway Denver, Colorado 80209
<b>By</b>	<b>By</b>
	
<b>Date</b> 9/18/13	<b>Date</b>

The Wells Partnership

CONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF ONE PAGE(S)

TO (Owner): **D4 Urban LLC**  
 595 South Broadway, Suite 200  
 Denver, Colorado

PROJECT: **Alameda Station Village**  
 APPLICATION NO: **CCD 001**  
 PERIOD FROM: **8/16/2013**  
 PERIOD TO: **8/16/2013**

Distribution to:  
 Wells Partnership

ATTENTION: **Mr. Dan Cohen**  
 80209

CONTRACTOR'S NAME: **PCLConstruction Services, Inc.**  
 PROJECT NO: **5001305**  
 CONTRACT FOR: **GC/CM Services**  
 CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT


Application is made for Payment, as shown below, in connection with the Contract.  
 Continuation Sheet, Schedule of Values, is attached

The present status of the account for this contract is as follows:

<b>ORIGINAL CONTRACT SUM</b> .....	<b>\$ 683,823.91</b>
Net change by Change Order.....	<b>\$ 0.00</b>
<b>CONTRACT SUM TO DATE</b> .....	<b>\$ 683,823.91</b>
<b>TOTAL COMPLETED &amp; STORED TO DATE</b> .....	<b>\$ 683,823.91</b>
<b>RETAINAGE 10%</b> .....	<b>\$ 0.00</b>
<b>TOTAL EARNED LESS RETAINAGE</b> .....	<b>\$ 683,823.91</b>
<b>LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> .....	<b>\$ 0.00</b>
<b>CURRENT PAYMENT DUE</b> .....	<b>\$ 683,823.91</b>

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	None	\$0.00	\$0.00
TOTAL			
Approved this Month	Date Approved		
Number			
TOTALS		\$0.00	\$0.00

Net Change by Change Orders \$0.00  
 \$0.00  
 The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for payment were issued and payments received from the Owner, and the current payment shown herein is now due.

CONTRACTOR:  Date: 9/18/13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above applications, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment for the AMOUNT CERTIFIED

**AMOUNT CERTIFIED**..... \$ 683,823.91  
 (Attached explanation if amount certified differs from the amount applied for.)  
 ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor on this Contract.



9/4/2013

PCL CONSTRUCTION SERVICES, INC.  
 STIPULATED UNIT RATES  
 CRX#001 ENVIRONMENTAL REMEDIATION  
 SUBCONTRACTOR WORK ITEMS

DESCRIPTION	UoM	LOADED UNIT COST	EXTENDED COST	Total Cost	Quantity to Date	6/5/2013	6/6/2013	6/7/2013	6/10/2013	6/11/2013
S1 EXPORT SOILS TO DADS - INCLUDES HAUL DEDUCT	CY	\$ 18.64	\$ 35,732.88	\$ 24,716.64	1326					
S4 SOILS MANAGEMENT TO BUS BARN*	DY	\$ 4,822.04	\$ 120,551.06		736		50			
S4.1 EXCAVATOR**	HR	\$ 218.48	\$ -	\$ 8,520.90	39		2	1		
S4.2 OPERATOR EXCAVATOR**	HR	\$ 60.11	\$ -	\$ 3,065.57	51		6	8.5		
S4.3 OPERATOR EXCAVATOR OVERTIME**	HR	\$ 84.42	\$ -	\$ 295.45	3.5		1			
S4.4 LOADER**	HR	\$ 125.15	\$ -	\$ 7,379.71	58.5		2.5	3		
S4.5 OPERATOR LOADER**	HR	\$ 60.11	\$ -	\$ 3,816.94	63.5		6	4.5		
S4.6 OPERATOR LOADER OVERTIME**	HR	\$ 84.42	\$ -	\$ 42.21	0.5		0.5			
S4.7 LABOR CLASS 2**	HR	\$ 29.99	\$ -	\$ 4,588.41	153	2	16	4		
S4.8 LABOR OVERTIME**	HR	\$ 40.86	\$ -	\$ 183.88	4.5		1			
S4.9 TRUCKING**	HR	\$ 115.74	\$ -	\$ 8,854.48	76.5		11			
S4.10 MATERIALS**	LS	\$ 39,684.00	\$ -	\$ 8,223.85	\$ 8,223.85	\$ 3,675.08	\$ 2,129.72	\$ -	\$ -	\$ -
S5 ENVIRONMENTAL OVERTS(IGHT - Half Days <5 hours	EA	\$ 791.61	\$ 11,874.17	\$ 11,874.17	15			1		1
S6 CLASS C PPE REQUIREMENTS	EA	\$ 147.01	\$ 3,675.34	\$ 3,675.34	25	25				
			<b>Belair Daily Total:</b>		\$ 44,971.41	\$ 3,735.06	\$ 5,523.88	\$ 1,498.31	\$ -	\$ -
O3 GROUNDWATER TREATMENT (VOC)(PHC)	GAL	\$ 0.26	\$ -	\$ 586,352.00	2255200					
O4 ORIGINS INVOICES	EA			\$ 12,234.35				\$ 899.04	\$ 934.67	\$ 966.90
			<b>Overall Daily Totals:</b>	\$ 683,823.91	\$ 683,823.91	\$ 7,410.40	\$ 5,523.88	\$ 3,188.97	\$ 1,726.28	\$ 1,758.51

6/12/2013	6/13/2013	6/14/2013	6/15/2013	6/17/2013	6/18/2013	6/19/2013	6/20/2013	6/21/2013	6/22/2013	6/24/2013	6/26/2013	6/27/2013	6/28/2013	7/1/2013	7/2/2013
	98	168										182			
	5.5	2										4			
	5.5	2										4			
	5.5	4										5			
	5.5	4										5			
2	8	6										9			
	3.5	3.75										6.5			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,317.98	\$ -	\$ -	\$ -
1	1	1						1					1		
\$ 59.98	\$ 3,201.71	\$ 1,916.20	\$ 140,000	\$ 11,200	\$ 1,140	\$ 101.08	\$ 15,000	\$ 20,100	\$ 24,900	\$ 47,700	\$ 13,400	\$ 19,400	\$ 143,100	\$ -	\$ -
\$ 701.14	\$ 135.70	\$ 687.01	\$ -	\$ -	\$ -	\$ 14,300	\$ -	\$ 636.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,700	\$ 27,800
\$ 1,552.73	\$ 4,129.03	\$ 3,394.82	\$ 36,400.00	\$ 2,912.00	\$ 2,964.00	\$ 3,819.08	\$ 3,900.00	\$ 6,653.73	\$ 6,474.00	\$ 12,402.00	\$ 3,484.00	\$ 10,429.89	\$ 38,944.72	\$ 6,942.00	\$ 7,228.00



7/3/2013	7/5/2013	7/7/2013	7/8/2013	7/9/2013	7/10/2013	7/11/2013	7/12/2013	7/15/2013	7/16/2013	7/17/2013	7/18/2013	7/19/2013	7/20/2013	7/22/2013	7/23/2013
															136
			182	56											
			6	2.5		4			3					3	
			6	2.5		5			3					4	
			5	2.5	2		1	1	5.5	8	5			3	
			5	2.5	2		1	1	5.5	8	5			3	
4			29	7.5	1	7		19	8	8	6			11	
			7	8.75	2	4.75	3	4	8	8.5	2			3.75	
1							1		1			1			
\$ 119.96	\$ -	\$ -	\$ 4,282.77	\$ 2,399.82	\$ 634.00	\$ 1,934.20	\$ 533.49	\$ 2,114.93	\$ 3,026.08	\$ 2,713.81	\$ 1,342.72	\$ -	\$ -	\$ 2,218.59	\$ -
73800	80300	27700	26800		144600				150500	17000	14400	65600	98100	19500	13200
\$ 504.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,109.08	\$ -	\$ 692.09	\$ -	\$ -	\$ 706.80	\$ -	\$ -	\$ -
\$ 20,604.22	\$ 20,878.00	\$ 7,202.00	\$ 11,250.77	\$ 2,399.82	\$ 634.00	\$ 39,530.20	\$ 3,434.18	\$ 2,114.93	\$ 43,639.78	\$ 7,133.81	\$ 5,086.72	\$ 18,606.41	\$ 25,506.00	\$ 7,288.59	\$ 5,967.04

7/24/2013	7/25/2013	7/26/2013	7/30/2013	8/2/2013	8/5/2013	8/6/2013	8/7/2013	8/8/2013	8/9/2013	8/12/2013	8/13/2013	8/14/2013	8/15/2013	8/16/2013
136	136	34			51	187	255	238	153					
					2.5	0.5								
					2.5	0.5								
							1.5	2	2					
							1.5	2	2					
						5.5								
					3.5									
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		1							1				1	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900.27	\$ 304.24	\$ 279.39	\$ 372.52	\$ 372.52	\$ -	\$ -	\$ -	\$ -	\$ -
67700	118800	42000	23800	480.62	216700	77800		97600	81300		30700	57900	85400	108800
\$ -	\$ -	\$ 636.12	\$ -	\$ 480.62	\$ -	\$ -	\$ -	\$ -	\$ 636.12	\$ -	\$ -	\$ -	\$ 561.20	\$ -
\$ 20,137.04	\$ 33,423.04	\$ 12,981.49	\$ 6,188.00	\$ 480.62	\$ 58,192.91	\$ 24,017.92	\$ 5,032.59	\$ 30,184.84	\$ 25,790.16	\$ -	\$ 7,982.00	\$ 15,054.00	\$ 23,556.81	\$ 28,288.00