

**CITY AND COUNTY OF DENVER  
ACCESS & USE PERMIT AGREEMENT**

**THIS ACCESS & USE PERMIT AGREEMENT** is between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado (the "City") and **ALTUS CONSULTING, LLC**, a Colorado limited liability company doing business as **ALTUS ENVIRONMENTAL, LLC** and with its principal place of business at 4150 Darley Avenue, Suite 1, Boulder, Colorado 80305 (the Permittee") (that access agreement; the "Agreement"). Collectively the City and Permittee are referred to as the "parties".

**RECITALS**

- A. The City owns the real property located at its Osage Fleet Maintenance facility with a street address of 1901 – 2021 South Osage Street, Denver, Colorado, which is described and depicted in Exhibit A ("City Property").
- B. The State of Colorado Department of Labor and Employment, Division of Oil and Public Safety (the "State" or "OPS") determined that the City is responsible for a petroleum release, Event ID No. 3789 the location of which is the City Property (the "Event").
- C. On July 21, 2010, OPS sent its Corrective Action Plan ("CAP") Modification approval letter for the Event, which establishes the scope of assessment and remediation activities for the Event, which amended the original CAP for the Event, including previous modifications thereto, if any, ("Modified CAP").
- D. On December 6, 2011, the City accepted OPS's offer to have OPS perform the petroleum hydrocarbon assessment and remediation for the Event under the State Lead for Responsible Party Program (the "Program") using funds obtained from the Colorado Petroleum Storage Tank Fund.
- E. Permittee is an environmental consulting firm engaged by the State to complete the petroleum hydrocarbon assessment and remediation for the Event.
- F. The City wishes to have Permittee complete such assessment and remediation under the Program and in accordance with the CAP, including any future modifications to it approved by OPS.
- G. The Site Remediation Work Plan, which Permittee prepared on behalf of OPS, is attached and incorporated as **Exhibit A**, together with Figure 1 attached thereto, to implement the CAP.

**NOW, THEREFORE**, the parties agree as follows:

**1. PERMIT.** The City hereby grants to Permittee and its officers, directors, and employees, (collectively "Permittee") a non-exclusive, revocable permit to enter upon the Property to perform the work described in **Exhibit A**, and activities incidental thereto (including

2012-0298

installations, remediating, monitoring, and removal/closure) or abandonment of wells), within, on or beneath the Work Area (“Work”). This permit includes the right for Permittee to allow its representatives, agents, consultants, and contractors to access those portions of the City Property within the work areas described in **Exhibit B** (“Work Area”) to perform and complete the Work. Permittee acknowledges and concedes that all of the Work conducted by Permittee on or about City Property shall be performed in accordance with, and subject to, the terms and conditions set forth in the Agreement.

**2. FEE; COSTS.** There is no fee associated with the Agreement. However, Permittee or other such party as determined by the State, but not the City, shall be liable for all costs and expenses associated with the performance of this agreement.

### **3. BASIC TERMS & CONDITIONS.**

**a.** The City shall have the exclusive right to control, monitor, and establish procedures applicable to Permittees’ access to and use of City Property. Special conditions and limitations upon Permittees’ access and use are provided in Section 4 below and are in addition to those set forth in Section 3.

**b.** Access to and use of City Property is granted only to perform such portions of the Work as can be accomplished during the term of the Agreement.

**c.** The City shall have the right, at the City’s sole discretion, to revoke, or modify the permit granted by the Agreement at any time.

**d.** This permit granted by the Agreement is not transferable, unless prior written consent is given by the Manager, and is non-exclusive.

**e.** The Agreement will commence on the latest date on the City’s signature page of the Agreement (“Commencement Date”) and terminate December 31, 2020 or until the Work is completed as determined by OPS and the City is satisfied that all terms and conditions of the Agreement have been satisfied, whichever is sooner.

**f.** All improvements installed by Permittee as a part of the Work are and shall remain the property of the State or Permittee. Permittee shall remove or abandon in place, at the time of expiration or termination of the Agreement and at the City’s election, all wells, trenches, piping and other installations, in compliance with state and local regulatory requirements, standards, and guidelines. Alternatively, City may perform such removal or abandonment and Permittee shall reimburse the City for all costs incurred by the City.

**g.** Permittee shall fully coordinate all Work performed or to be performed with the Manager of the Department of Environmental Health or, the Manager’s designee(s). For purposes of the Agreement, the Manager hereby designates the Storage Tank Remediation Program Manager as his designee (“Program Manager”). Upon the Agreement becoming effective, a City employee, project manager, representative or contractor (“City Rep”) will be assigned to be Permittees’ contact for coordination of all access issues and Permittee shall coordinate all access

issues with the City Rep. Either or both the Program Manager and City Rep may be changed at any time upon notice to Permittee. Permittee shall take all reasonable measures to keep the Program Manager informed of the progress of the Work and to comply with the directions and requirements of the Program Manager, including any order to suspend work or to cease and desist in any unauthorized activities.

**h.** Permittee shall provide notice at least 24 hours to the City before accessing City Property to perform the Work and in that notice shall identify the purpose for accessing the site, and other representatives of Permittee (e.g., OPS, contractors, subcontractors, consultants, suppliers, laborers and agents) that will be accessing City Property to undertake any activities on or about City Property. This notice may be given to the Program Manager verbally provided written confirmation by electronic email is simultaneously provided or it may be given by electronic means. Notice will be effective upon reply by the Program Manager.

**i.** All contractors, subcontractors, consultants, suppliers, laborers and agents retained on a contract or purchase order basis to perform any portion of the Work on or about City Property shall be subject to the terms and conditions of the Agreement, and shall be identified (by name, address and telephone number) in a prior written notice to the Program Manager, and this contact list shall be updated as needed. At no time shall Permittee, its contractors, subcontractors, consultants, suppliers, laborers or agents be regarded as working for the City in any capacity nor shall they be regarded in any manner as being employees or contractors of the City.

**j.** Work may be performed or conducted in the Work Area only, unless the Program Manager gives prior written approval to Permittee to perform or conduct other activities or work outside the Work Area.

**k.** If Permittees' Work on or about City Property disturbs in any way the condition of City Property or any other City-owned property, Permittee shall, upon completion of the Work, restore City Property and/or the other City-owned property to the condition that existed prior to the commencement of the Work.

**l.** Nothing in the Agreement authorizes Permittee to enter or engage in any of the Work on any property not owned by the City or for which the City does not hold a property interest through a lease or easement.

**m.** Nothing in the Permit creates or recognizes a property interest on the part of Permittee in or to City Property.

**4. SPECIAL CONDITIONS OF ACCESS & USE.** In addition to all other general terms and conditions set forth in the Agreement, the following terms and conditions are established.

**a.** Permittee shall provide and obtain all notices, permits, licenses, or approvals required by any governmental or quasi-governmental entity prior to commencing the Work on City Property. Any required license or permit shall be issued in Permittees' name. Any Work

conducted by Permittee pursuant to the terms of the Agreement shall be deemed to be taken only on Permittees' behalf and not as agent for any other party. Permittee shall restrict public access to those portion(s) of the City Property where it is performing Work, as appropriate for the protection of public health and environment.

b. Permittee shall provide to the Program Manager copy of every report provided to OPS relating to or arising out of the Work performed on or around the Property. Report types include Monitoring and Remediation Reports (MRRs), Corrective Action Plan (CAP) Modifications, No Further Action (NFA) requests, and other notable reports and letters. Permittee shall also provide to the Program Manager a copy of every request to revise the Corrective Action Plan and/or the Remediation Work Plan, together with OPS' determination of the request.

c. Monitoring wells associated with Event ID 3789 are located on properties owned by third-parties; the Permittee is responsible for arranging access with those other property owners.

d. Permittee shall not damage, destroy or harm any improvements on or about City Property, including utilities located on or about City Property. Permittee shall be solely responsible for locating and taking appropriate measures to protect all overhead, above ground and underground utilities, including without limitation gas, electrical, sewer, water, telephone, and cable, during the Work on City Property. Permittee shall arrange for the timely and complete location of all utilities in accordance with law; shall take all necessary precautions to avoid damage to or injury from such utilities; and shall be liable for all damages resulting from any contact with or destruction of such utilities. The City will provide, upon request, any drawings or other documents it may have regarding the existence of such utilities in the Work Areas, but the City expressly disclaims the reliability or accuracy of any such drawings or documents it may provide to Permittee.

e. Written notice requirements are waived in the event of any emergency situation requiring immediate access or activities on City Property, such as a major on-site accident, contamination exposure, utility damage, and security concerns. In the event of such an emergency, Permittee shall provide verbal notice to the Program Manager, if any, as soon as feasible and then follow up with written notice to them within twenty-four hours of such emergency. Permittee shall be responsible for timely notifying and cooperating with the appropriate governmental authorities, as required by law, in the event of an emergency. The City shall have the right to instruct Permittees' actions regarding the emergency response.

f. Permittee shall develop and implement an appropriate Site Health and Safety Plan or provide the Program Manager with any standard protocols implemented by Permittee for the type of Work to be performed. Permittee shall conduct all aspects of the Work performed on City Property in accordance with all applicable federal and state laws, regulations, and ordinances, as well as all plans approved by the State and federal government including without limitation the Corrective Action Plan as approved and as it may be modified by the Colorado Department of Labor Division of Oil and Public Safety pertaining to the Site and City Property.

**g.** Any well installed on City Property shall be finished at or below ground surface and shall be locked or secured at all times in a manner acceptable to the Program Manager, except as needed to perform the Work. No well shall be abandoned without prior consultation with the City. Permittee shall relocate all monitoring wells it installs on the City's property upon request to do so by the City, in the City's sole discretion. All soil borings and wells shall be plugged and closed in accordance with regulations and guidelines adopted by the Colorado State Engineer within sixty (60) days of Permittees' receipt of a no further action/clean closure letter from the state agency with the applicable authority.

**h.** Permittee shall provide three working days' prior notice (by email to the Program Manager ) of any Work involving the taking of samples or measurements. Upon request by the Program Manager, Permittee shall provide the City with a split sample and corresponding chain of custody documents or, at the election of the City, coordinate with the Program Manager to enable the City to collect duplicate samples and measurements simultaneously or at such other time as the City requests. Permittee shall furnish copies of all final analytical results to the City within five business days of receipt by Permittee. Permittee shall also furnish to the City copies of all data, results, drawings, permits, well construction/completion forms and drawings, well permits and sample collection chain of custody documents within five business days of receipt of same by Permittee.

**i.** Permittee shall take all necessary precautions to avoid the occurrence of cross-contamination among wells or across hydrologic units resulting from Permittees' access and work under the Permit. Permittee shall be solely responsible for all damages arising in relation to any such cross-contamination caused by Permittee.

**j.** Permittee shall assume all liability for proper manifesting and management of all waste materials generated by the Work performed. Permittee shall use best efforts to minimize the volume of wastes generated during its Work on City Property, and shall properly and lawfully handle, containerize, manage and dispose of all such wastes. Permittee shall not take any action with respect to such wastes that may cause any alteration in the chemical, physical or biologic nature or characteristics of the wastes while the wastes are on City Property. Permittee shall remove all wastes generated as a result of its work from City Property on or before the expiration or termination of the Agreement or any subsequent extension or renewal thereof.

**k.** Permittee shall not dispose of water, soil, well development materials or waste of any kind on or at City Property. Permittee shall conduct all soil disturbing activities in accordance with 6 CCR 1007-2, Part 1, Part B, Section 5.5 Management of Asbestos-Contaminated Soil. Excavated soil from the shallow, four feet deep, planned trenching activities may be reused as backfill on City Property provided there are no field indications of contamination such as odors, staining, or organic vapor meter readings above background and further provided that such reuse is permissible pursuant to Section 5.5 of the asbestos regulations referred to above.

**l.** All sampling locations (i.e., surface soil sample locations, soil borings, direct-push borings, monitoring wells, etc.) will be professionally surveyed for horizontal and vertical

control. Survey tie-points will be supplied by the City to ensure compatibility of the new data with the existing data in the City's database.

**m.** In addition to any other legal requirements regarding storage, use, and handling of hazardous material, Permittee shall obtain and maintain authorization from the Denver Fire Prevention Bureau for such activities.

**n.** Permittee shall take reasonable measures to secure their facilities from public access or tampering. Fences or other barricades shall require the prior written approval of the Program Manager and shall be temporary in nature. The City assumes no liability for public misconduct with respect to these facilities.

**o.** Permittee shall be solely responsible for all potential injuries to the public arising out of or in relation to its negligence in performing the Work.

## **5. DEFENSE & INDEMNIFICATION.**

**a.** Permittee hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the Work, including the financial liability incurred by Permittee in relation to the Agreement, and the occupancy or use of any portion of the City Property that are due to Permittees' negligence or fault or the negligence or fault of its agents, representatives, subcontractor's or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Permittee and its subcontractors, either passive or active.

**b.** Permittees' duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Permittees' duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

**c.** Permittee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

**d.** Insurance coverage requirements specified in the Agreement shall in no way lessen or limit the liability of the Permittee under the terms of this indemnification obligation. The Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of the Agreement.

**6. COMPLIANCE WITH LAWS.** All Work shall be done in observance of and compliance with any applicable provisions of the Charter, ordinances, and rules and regulations of the City, and all Colorado and federal laws which in any manner limit, control or apply to the work performed by Permittee.

**7. GOVERNMENTAL APPROVALS AND CHARGES.** Permittee shall obtain and maintain, at its sole cost, and comply with all permits or licenses (federal, state, or local) required for the Work to be performed on City Property under the Agreement. Permittee shall pay promptly all taxes, excises, license fees, and permit fees and charges of whatever nature applicable to the Work and shall not permit any of such taxes, excises or license or permit fees to become delinquent or to fail to pay any penalties or fines assessed with respect to the Work. The City shall not be liable for the payment of fees, charges, taxes, late charges, penalties or fines of any nature related to the Work. Permittee hereby indemnifies and saves harmless the City for the extent of any and all liability for fees, charges, taxes, late charges, penalties or fines resulting from Permittees' failure to comply with this Section 7.

**8. LIENS & OTHER ENCUMBRANCES.** Permittee shall not permit any mechanic's or materialman's liens or any other liens to be imposed upon City Property due any worker for labor performed or materials or equipment furnished by any person or legal entity to or on behalf of Permittee, either pursuant to C.R.S. § 38-26-107 or by any other authority, or due to any other claim with respect to the Work. Permittee shall promptly pay when due all bills, debts and obligations incurred in connection with the Repair Work and shall not permit the same to become delinquent. Permittee shall not permit any lien, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City to City Property. Permittee hereby indemnifies and saves harmless the City for the extent of any and all liability for payments, expenses, interests, and penalties resulting from Permittees' failure to comply with this Section 8. This indemnification obligation shall survive the expiration or termination of the Permit.

**9. INSURANCE.**

**a. General Conditions:** Permittee shall secure, at or before the time of execution of the Agreement, the following insurance covering all operations, goods or services provided pursuant to the Agreement. Permittee shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. This written notice shall be sent to the parties identified in the Notices section of the Agreement; shall reference the City contract number listed on the signature page of the Agreement; and shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Permittee shall

provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Permittee. Permittee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in the Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Permittee. Permittee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under the Agreement.

**b. Proof of Insurance:** Permittee shall provide a copy of the Agreement to its insurance agent or broker. Permittee may not commence any Work prior to placement of coverage. Permittee certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of the Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in the Agreement shall not act as a waiver of Permittees' breach of the Agreement or of any of the City's rights or remedies under the Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**c. Additional Insureds:** For Commercial General Liability, Auto Liability and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**d. Waiver of Subrogation:** For all coverages, Permittees' insurer shall waive subrogation rights against the City.

**e. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by the Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Permittee. Permittee shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Permittee agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**f. Workers' Compensation/Employer's Liability Insurance:** Permittee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Permittee expressly represents to the City, as a material representation upon which the City is relying in entering into the Agreement, that none of Permittees' officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of



the Agreement, and that any such rejections previously effected, have been revoked as of the date Permittee executes the Agreement.

**g. Commercial General Liability:** Permittee shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**h. Business Automobile Liability:** Permittee shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under the Agreement. If transporting hazardous material or regulated substances, Permittee shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Permittees Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

**i. Contractor's Pollution Liability Including Errors and Omissions:** Permittee shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include coverage for errors and omissions, 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 versus insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**j. Additional Provisions:**

**A.** For Commercial General Liability and Contractor's Pollution Liability, the policies must provide the following:

**i.** That the Agreement is an Insured Contract under the policy;

**ii.** Defense costs in excess of policy limits;

**iii.** A severability of interests, separation of insureds or cross liability provision; and

**iv.** A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

**B.** For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

**10. NOTICES.** Unless otherwise expressly stated elsewhere in the Agreement, all notices required to be given to the City or Permittee hereunder shall be in writing and provided by personal delivery or sent by certified mail, return receipt requested, as set forth below. Either

party may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. Unless otherwise expressly stated elsewhere in the Agreement, the effective date of service of any such notice shall be the date such notice is mailed or delivered to Permittee or the City.

If to the City:           Manager of Department of Environmental Health  
201 West 14th Avenue, Suite 310  
Denver, Colorado 80204

With a copy to:       Storage Tank Remediation Program Manager  
Department of Environmental Health  
Environmental Quality Division  
200 West 14th Avenue, Suite 300  
Denver, Colorado 80202

And                       Denver City Attorney's Office  
1437 Bannock Street, Room 353  
Denver, Colorado 80302

If to Permittee:       ALTUS CONSULTING, LLC  
4150 Darley Avenue, Suite 1  
Boulder, Colorado 80305

**11. AUTHORITY TO EXECUTE.** The person signing for Permittee warrants that he or she has the complete authority to sign on behalf of and bind Permittee to the Agreement.

**12. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Permittee consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, 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 the 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 the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

**Contract Control Number:** ENVHL-201104093-00

**Contractor Name:** ALTUS CONSULTING, LLC dba ALTUS ENVIRONMENTAL, LLC

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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: ENVHL-201104093-00

Contractor Name: ALTUS CONSULTING, LLC dba ALTUS ENVIRONMENTAL, LLC

By: *Steve Annecone*

Name: Steve Annecone  
(please print)

Title: Principal Engineer  
(please print)

**ATTEST: [if required]**

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

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

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





January 27, 2012

Dianne DeLillio  
City and County of Denver  
200 W. 14th Ave., Dept 310  
Denver, Colorado 80204

Subject: **Site Work Plan**  
Osage Fleet Maintenance Facility (EID 3789)  
2013 S. Osage Street, Denver, Colorado  
ALTUS Project No. 5006

Dear Ms. DeLillio:

ALTUS Environmental, LLC (ALTUS) is providing you with information requested by the City and County of Denver (City) regarding our proposed work plan at the above-referenced site. ALTUS is an environmental consulting firm hired by the Division of Oil and Public Safety (OPS) of the Colorado Department of Labor and Employment to monitor and remediate soil and groundwater contamination. We are in the initial stages of reviewing site information and scoping approaches for site remediation, and therefore, this letter does not include much detail on future remediation activities. A site map showing the monitor well locations and site features is included as Figure 1. This letter discusses (1) use of existing wells; (2) proposed work activities; (3) waste disposal; (4); repair to City property; and (5) potential future remediation work.

#### Use of Existing Wells

ALTUS intends to routinely access the existing monitoring wells (Figure 1) to conduct quarterly groundwater monitoring and possibly to monitor responses during testing or full-scale remediation. All wells will be capped with secured and locked J-plugs to prevent unintended access, and well covers will be bolted down after use. Wells or well boxes would be repaired, as needed, if damaged during the period of monitoring and remediation. At the conclusion of remediation work, after the No Further Action letter has been received from OPS, all monitoring wells would be permanently abandoned.

#### Proposed Work Activities

The initial work by ALTUS will include a site walk and inspection with City staff, and a complete quarterly sampling event during the first quarter (Q1) of 2012. Specifically, ALTUS will collect groundwater samples from wells EW-1, and MW-1, -3, -4, -5, -7, -9, -10, -11, -12, -13, -14, -15, -27, and -28 as requested by OPS. As in the past, samples will be analyzed for benzene, toluene, ethylbenzene, and xylenes (BTEX), total volatile hydrocarbons, and methyl tert-butyl ether. Quarterly sampling will also include collection of vapor samples from wells VP-01 and VP-02-BV for BTEX analyses.

ALTUS would continue quarterly sampling as described above for at least 2 years depending on cleanup progress. In addition, some testing or remediation work would also be conducted in the future as described briefly below.

#### Waste Disposal

ALTUS anticipates the need to dispose of waste during site activities. Specifically, excess

groundwater generated during well purging and sampling would be containerized on site and then eventually disposed of offsite as needed. Temporary storage on site would be via two 55-gallon drums located in a locked storage bin.

Installation of additional monitoring wells and soil borings that generate soil, and production of soil cuttings during direct push activities is also anticipated. All soils generated, whether clean or impacted, would be containerized in 55-gallon drums and then disposed of offsite at an appropriate landfill. Any other minor waste, such as disposal of bailers, disposable gloves, string, or packaging would be deposited in waste receptacles on site as directed by City staff.

#### Repair to City Property

No significant damage to City (or other) property is anticipated to occur during any monitoring or remediation work. However, small surface cuts to asphalt or other paved areas are required during any well or boring installations, and for trenching work for piping installations may be required for remediation. In all cases, surfaces would be repaired to match existing, adjacent surfaces. Any other damage, though unlikely, during any site work by ALTUS would be restored to original condition.

#### Future Remediation Work

ALTUS has not had sufficient time to evaluate or prepare a detailed remediation plan for this site. However, the subsurface application of reactants or sorbents via direct push injection is possible, as is the installation of remediation wells employing the injection of oxygen or other compounds. Excavation and offsite disposal of impacted soil and groundwater is also a possibility, though not likely due to the depth of groundwater and potentially high cost. Any proposed future remediation work would be thoroughly discussed with OPS and the City prior to implementation to ensure your requirements are met.

We look forward to completing the access agreement with the City and initiating monitoring and remediation work. Please contact me any time at 303-242-8675 or via email at [sannecone@altusenviro.com](mailto:sannecone@altusenviro.com) regarding any questions or information you may need.

Sincerely,  
ALTUS Environmental, LLC



Steve Annecone, P.E.  
Project Manager



**LEGEND**

MW-1 Monitoring Well

VP-1 Vapor point



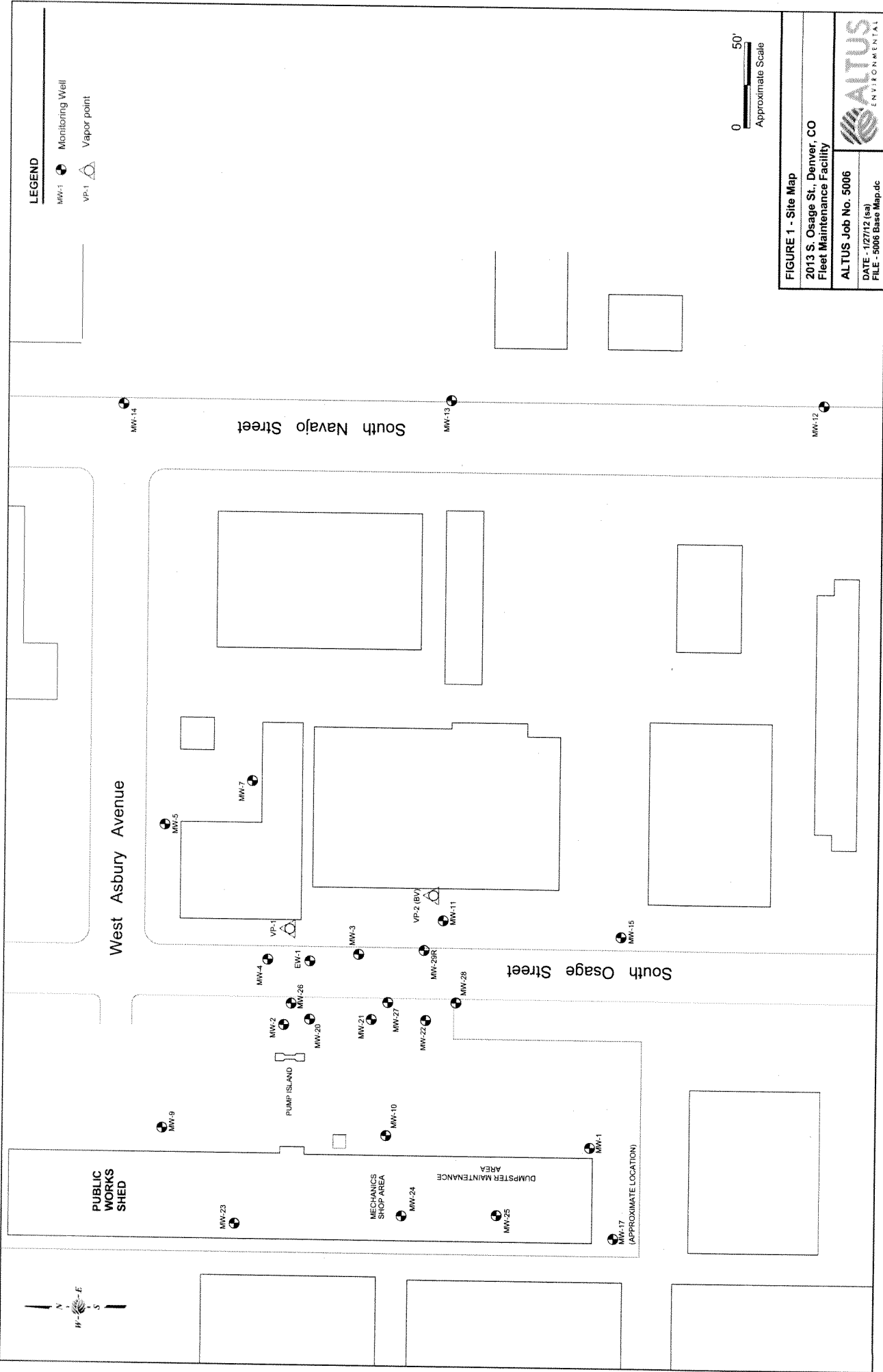
**FIGURE 1 - Site Map**

2013 S. Osage St., Denver, CO  
Fleet Maintenance Facility

ALTUS Job No. 5006

DATE - 1/27/12 (sat)

FILE - 5006 Base Map.dwg



**EXHIBIT B**  
**Legal Description**

Property Address: 1901 S OSAGE ST Parcel: 0528103005000  
Legal Description: L 25 TO 34 INC BLK 12 & N1/2  
OF VAC W ASBURY ST ADJ L 25 &  
ADJ E 1/2 OF ALLEY BREENLOW PARK

Property Address: 2021 S OSAGE ST Parcel: 0528104001000  
Legal Description: L 37 TO 48 INC BLK 13 & S 1/2  
OF VAC W ASBURY ST ADJ L 48 &  
ADJ E 1/2 ALLEY BREENLOW PARK





35

34

33

32

31

30

29

28

27

26

25

48

47

46

45

44

43

42

41

40

39

38

37

20' RANGELINE

660.64' (M) 660' (R)

S. OSAGE ST.

640.6

B

91°00'27"

88°59'33"

20' RANGELINE

325.63' (M) 3

W. ASBURY

14  
15

132.92'

16

17

18

19

20

21

22

23

24

ALLEY VACATED PG

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

ALTUS-1

OP ID: MT

DATE (MM/DD/YYYY)

03/16/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Oppen & Co. 2, Inc. P.O. Box 793 Teton Village, WY 83025	800-746-0048	CONTACT NAME: Marlyse Taylor	
	303-232-6738	PHONE (A/C, No, Ext): 800-746-0048	FAX (A/C, No): 303-232-6738
		E-MAIL ADDRESS: service@vanoppenco2.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Altus Consulting, LLC dba; Altus Environmental, LLC 4150 Darley Avenue, #1 Boulder, CO 80305		INSURER A : Westchester Surplus Lines	10172
		INSURER B : Colorado Casualty Insurance Co	41785
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		G24231380 001	10/05/11	10/05/12	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> CPL					PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY		BA8634655	03/31/11	03/31/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB		G24231392 001	10/05/11	10/05/12	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 4,000,000
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
A	Professional Liab "Claims Made"		G24231380 001	10/05/11	10/05/12	Ea Claim	1,000,000
						Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
see attached notes

**CERTIFICATE HOLDER****CANCELLATION**

City & County of Denver  
DEH Environmental Quality  
200 W. 14th Avenue, Dept  
Denver, CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fran Oppen

**NOTEPAD:**

HOLDER CODE  
INSURED'S NAME **Altus Consulting, LLC**

**ALTUS-1**  
OP ID: MT

PAGE 2  
DATE **03/16/12**

City and County of Denver, its elected and appointed officials, employees and volunteers are named as Additional Insured for General Liability and Auto Liability as required by written contract.

Coverage shall be primary/non-contributory and a Waiver of Subrogation applies to all coverages. 10 days notice of cancellation for non-payment and 30 days notice/other.



# CERTIFICATE OF LIABILITY INSURANCE

ALTUS-1

OP ID: MT

DATE (MM/DD/YYYY)

03/22/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Van Oppen & Co. 2, Inc. P.O. Box 793 Teton Village, WY 83025		800-746-0048 303-232-6738	<b>CONTACT NAME:</b> Marlyse Taylor <b>PHONE (A/C, No, Ext):</b> 800-746-0048 <b>E-MAIL ADDRESS:</b> service@vanoppenco2.com <b>FAX (A/C, No):</b> 303-232-6738
<b>INSURED</b> Altus Consulting, LLC dba: Altus Environmental, LLC 4150 Darley Avenue, #1 Boulder, CO 80305		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Westchester Surplus Lines <b>NAIC #</b> 10172 <b>INSURER B:</b> Colorado Casualty Insurance Co <b>41785</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			G24231380 001	10/05/11	10/05/12	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	<input checked="" type="checkbox"/> CPL						PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<input type="checkbox"/> ANY AUTO			BA8634655	03/31/12	03/31/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
							\$		
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			G24231392 001	10/05/11	10/05/12	EACH OCCURRENCE	\$ 4,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 4,000,000
	DED	RETENTION \$					\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
A	<b>Professional Liab</b>			G24231380 001	10/05/11	10/05/12	<b>Ea Claim</b>	<b>1,000,000</b>	
	<b>"Claims Made"</b>						<b>Aggregate</b>	<b>2,000,000</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 see attached notes

**CERTIFICATE HOLDER****CANCELLATION**

City & County of Denver  
 DEH Environmental Quality  
 200 W. 14th Avenue, Dept  
 Denver, CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*F. van Oppen*

**NOTEPAD:**

HOLDER CODE  
INSURED'S NAME **Altus Consulting, LLC**

**ALTUS-1**  
**OP ID: MT**

PAGE 2  
DATE **03/22/12**

**City and County of Denver, its elected and appointed officials, employees and volunteers are named as Additional Insured for General Liability and Auto Liability as required by written contract.**

**Coverage shall be primary/non-contributory and a Waiver of Subrogation applies to all coverages. 10 days notice of cancellation for non-payment and 30 days notice/other.**