

**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” or “Contractor”) (that access and use permit agreement; the “Agreement” or “Permit Agreement”). Collectively, the City and Permittee are referred to as the “parties.”

RECITALS

- A.** The City owns the real property located at 5440 Roslyn Street, Buildings C and D, Denver, Denver, Colorado as identified and described in **Exhibit A** (the “Site”) and adjoining and adjacent right-of-way. Unless otherwise expressly stated below, the Site and that right-of-way are collectively referred to as “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. 11540, at the Site (the “Event”).
- C.** On September 19, 2013, 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 April 17, 2014, 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 Work Plan (which Permittee prepared on behalf of OPS) is attached and incorporated as **Exhibit B**.
- H.** The parties recognize that Figure 1 is part of the Site Work Plan, and that the drawing does not accurately depict the boundaries of the Site, as defined in recital A above.

The parties agree as follows:

1. PERMIT.

a. The City hereby grants to Permittee and its officers, directors, and employees, (collectively “Permittee”) a non-exclusive, revocable permit to enter upon City Property to perform the work activities identified in **Exhibit B** within, on, or beneath the City Property (“Work”) except as otherwise set forth in subparagraph 1.b. below. The Work permitted to be performed include well installations; remediation; and monitoring, removal/closure, abandonment of wells and the remediation system. This permit includes the right for Permittee to allow its representatives, agents, consultants, and contractors to access those portions of the City Property to perform and complete the Work. Permittee further 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.

b. Permittee acknowledges and understands that the grant of access in subparagraph 1.a. above does not authorize performance of any Work activities within, on, or beneath adjoining or adjacent right-of-way for which a right-of-way permit is required. Activities that require a right-of-way permit, include, without limitation, drilling, well installation, and possibly remediation. Notwithstanding any other provision of the Agreement, Permittee shall comply with all permit requirements governing accessed provided for under this subparagraph 1.b. If there is a conflict between this Agreement and an applicable right-of-way permit such that Permittee may not comply with the Agreement and Permit, Permittee shall comply with the applicable right-of-way permit and shall as promptly as possible bring such conflict to the Program Manager’s attention.

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 Department of Environmental Health’s Executive Director (“Executive Director”), and is non-exclusive.

e. The Agreement will commence on the date set forth on the City's signature page of the Agreement ("Commencement Date") and terminates December 31, 2025 or when the contract between OPS and Altus is terminated or expires or when 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 Executive Director the Executive Director's designee(s). For purposes of the Agreement, the Executive Director 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. In addition to any notice requirements set forth in an applicable right-of-way permit, at least 24 hours before accessing City Property to perform the Work, Permittee shall provide notice to the City. In that notice, Permittee shall identify the purpose for accessing City Property 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 or her designee (other than an out-office reply).

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 City 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. **Denver Water Property:** Three monitoring wells associated with Event ID 11540 (i.e., MW-12, MW-13, and MW-19) are located on **Denver Water property**. The Board of Water Commissioners and the City entered a license agreement allowing the City, including its contractors, to access those wells and conduct other activities as set forth in that license agreement ("License Agreement"). In performing its obligations under this Permit Agreement that touch upon and concern Denver Water property, **Permittee is subject to and shall comply with the all terms, conditions, and provisions of the License Agreement, a copy of which is attached as Exhibit C.** If there is any conflict between the License Agreement and the Permit Agreement such that Contractor cannot comply with both agreements, Contractor shall comply with the License Agreement and shall as promptly as possible bring such conflict to the Program Manager's attention.

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 or Denver Water 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 the 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 that 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 D**, 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 Including Errors and Omissions, Contractor and subcontractor's insurer(s) shall include 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 wastes, 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 is 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 must 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: Executive Director
 Department of Environmental Health
 200 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 310
 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.

SIGNATURE PAGES AND EXHIBITS TO FOLLOW

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-201418161-00

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

By: 

Name: Steve Annecone
(please print)

Title: Principal Engineer
(please print)

ATTEST: [if required]

By: 

Name: Arthur L. Veerendaal
(please print)

Title: Managing Member
(please print)



Exhibit A

Land Description

A part of the Northwest one-quarter of Section 16, Township 3 South, Range 67 West, of the 6th P.M., City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the intersection of the east line of Roslyn St. and the south line of E. 56th Ave., said point being N89° 57' 19"W 595.00 feet along the section line and S00° 07' 26"E 108.00 feet from the Northwest corner of said Northwest one-quarter of Section 16; thence running along the said south line of E. 56th Ave. the next three (3) courses: 1) S89° 57' 19"E, a distance of 30.00 feet; 2) N00° 07' 26"W, a distance of 24.00 feet; 3) S89° 57' 19"E, a distance of 165.00 feet; thence S00° 07' 26"E, a distance of 100.00 feet; thence S89° 57' 19"E, a distance of 175.00 feet; thence S00° 07' 26"E, a distance of 271.00 feet; thence N89° 57' 19"W, a distance of 370.00 feet to the east line of said Roslyn St.; thence N00° 07' 26"W, along said east line, a distance of 347.00 feet to the Point of Beginning.

Parcel contains: 119,050 Sq. Ft.



S89° 57' 19"E
595.00'

E. 56th Ave.

S00° 07' 26"E
108.00'

S89° 57' 19"E

165.00'

P.O.B.

N00° 07' 26"W

24.00'

S89° 57' 19"E

30.00'

S00° 07' 26"E
100.00'

S89° 57' 19"E

175.00'

N00° 07' 26"W
347.00'

Roslyn St.

S00° 07' 26"E
271.00'

N89° 57' 19"W

370.00'



1"=80'

5440 Roslyn St.
Exhibit for Access Agreement

C&C DENVER
PUBLIC WORKS
SURVEY DEPT.



EXHIBIT B

September 12, 2014

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

Subject: **Site Work Plan**
CCoD Fleet Maintenance Shop (EID 11540)
5440 Roslyn Street, Buildings C and D, Denver, Colorado
ALTUS Project No. 5197

Dear Ms. DeLillio:

ALTUS Environmental, LLC (ALTUS) is providing you with information requested by the City and County of Denver (CCoD) regarding our proposed work plan at the above-referenced site. ALTUS has been 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 at the site. 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, including sampling and remediation work; (3) waste disposal; and (4) repairs to CCoD property.

Use of Existing Wells

ALTUS intends to routinely access the existing monitoring wells to conduct quarterly groundwater monitoring and possibly to monitor responses during testing or 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 CCoD staff, and a complete quarterly sampling event during the fourth quarter (Q4) of 2014. Specifically, ALTUS will collect groundwater samples from wells MW-1 through MW-19, as requested by OPS. Samples will be analyzed for benzene, toluene, ethylbenzene, and xylenes (BTEX) and total volatile hydrocarbons. ALTUS would continue quarterly sampling and reporting for at least 2 years depending on cleanup progress.

ALTUS will also operate and maintain the existing air sparge and soil vapor extraction (SVE) system. An average of two site visits per month are anticipated to perform operation and maintenance work. ALTUS will ensure that SVE system emissions are maintained within limits set by the CDPHE permit.

Waste Disposal

ALTUS anticipates the need to dispose of waste during site activities. Specifically, groundwater generated during well purging and sampling, and SVE condensate water will be containerized on site and then eventually disposed offsite, at an approved disposal facility, as needed. Temporary storage on site would be via two, labeled 55-gallon drums located in a locked storage bin.

If required, installation of additional monitoring or remediation wells could generate impacted soil requiring disposal. All soils generated, whether clean or impacted, would be containerized in 55-gallon drums and then disposed offsite at a qualified 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 CCoD staff.

Repairs to City Property

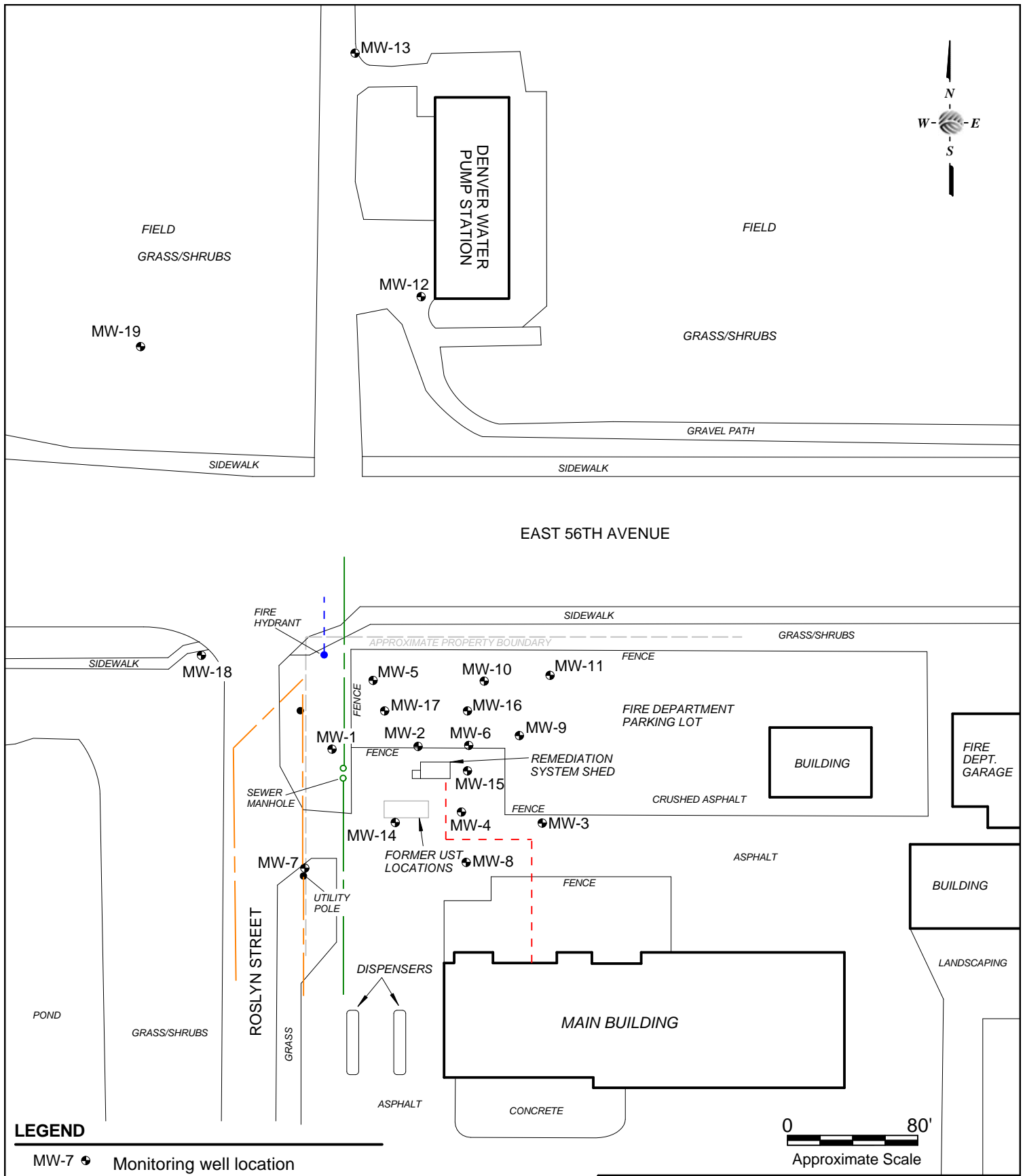
No significant damage to CCoD (or other) property is anticipated to occur during any monitoring or remediation work. However, small surface cuts to asphalt or other paved areas could be required during any well or boring installations. In all cases, surfaces would be repaired to match existing, adjacent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

ALTUS looks forward to completing the access agreement with CCoD and initiating monitoring and remediation work. Please contact me any time at 303-242-8675 or via email at sannecone@altusenviro.com regarding any questions or information you may need.

Sincerely,
ALTUS Environmental, LLC



Steve Annecone, P.E.
Project Manager



LEGEND

- MW-7 ● Monitoring well location
- Orange dashed line Underground telephone/fiber optic
- Green dashed line Underground sanitary sewer
- Blue dashed line Underground water
- Red dashed line Underground electric

FIGURE 1 - Site Map

City and County of Denver
5440 Roslyn Street, Denver, Colorado

ALTUS Job No. 5197

DATE - 9/12/14 (DC)/sa
FILE - 5197_Figure 1.dc



CONCRETE

PARKING

EXHIBIT C

AGREEMENT DATE: _____

(To be completed by Denver Water - Property Management)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, a Municipal Corporation of the State of Colorado, herein referred to as "Board", and **CITY AND COUNTY OF DENVER, a Municipal Corporation of the State of Colorado** herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH:

The term "Licensee" shall include employees, agents, and contractors of the Licensee.

The term "property" as used herein refers to real property and includes easements, rights of way and other Board interests in land and may sometimes be referred to herein as "Board property."

The Board, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth does hereby authorize the Licensee, its successors and assigns, to construct, utilize, maintain, repair, and replace **THREE (3) MONITORING WELLS** within and across the Board's **56TH AVENUE PUMP STATION AND CONDUIT NO. 93** property at the location described on the Board's CAD drawing(s) 17520-1_PMGT, attached hereto and made a part hereof.

1. All equipment, installations, and other activities are subject to the approval of the Board.
2. Issuance of this License Agreement indicates that the Board has reviewed and approved plans for the Licensee's proposed installation. **THE LICENSEE SHALL MAINTAIN, FOR BOARD INSPECTION, A COPY OF THIS LICENSE AGREEMENT ON THE JOB SITE DURING ANY INSTALLATION OR ACTIVITY AUTHORIZED HEREIN.**
3. Any construction or activity initiated under this License Agreement shall comply with and conform to standards formulated by the Board and such construction or activity shall be performed and completed according to the plan and within the tolerances given on the Board's CAD drawing(s) 17520-1_PMGT, a copy of which is attached hereto and made a part hereof.
4. In granting this License, the Board reserves the right to make full use of the property involved as may be necessary or convenient in the operation of the water plant and system under the control of the Board and the Board retains all right to operate, maintain, repair, remove, relocate, or install any of its facilities within the Board's property at any time and in such a manner as it deems necessary or convenient. The Board will make reasonable attempts to locate the Licensee's facilities; however, should damage occur to the Licensee's facilities, the Board will not be held liable for any such damage. In the event the Licensee's installations should interfere with the Board's use, maintenance or operation of its property, at any time hereafter, the Licensee shall, upon request by the Board and at the Licensee's sole expense, immediately relocate, rearrange, or remove its installation so as not to interfere with any such Board use.

5. All work authorized by this License Agreement shall be performed by the Licensee at no expense to the Board. Except as otherwise set forth herein, the Licensee shall own and maintain its installation thereafter. This Agreement shall, in no way, imply that ownership of the land underlying or surrounding the licensed installation or activity is being conveyed.

6. The Licensee shall notify the Board at least forty-eight (48) hours prior to commencing work. In the event of an emergency, the Licensee shall notify the Board at 303-628-6801 (Dispatch). During regular working hours, the Licensee shall notify the Board's **Superintendent of Water Distribution at 303-628-6376**.

7. The Licensee shall complete its installation or activity, clear the area of all construction debris and restore the area to its pre-existing condition as nearly as may be possible within **ten (10) days** from the date of finalization of the initial construction or authorized activity. In the event clearing and restoration of the area is not completed within the **ten (10) days**, the Board may complete that work at the sole expense of the Licensee.

8. The Licensee shall assume all risks to its own operation resulting from the presence of water in the Board's facilities.

9. The Licensee will use all reasonable means to prevent any loss or damage to the Board or to others resulting from the construction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's installation. Any repair or replacement of any of the Board's installations on its property made necessary, in the opinion of the Board's representative, because of the construction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's installation, shall be made only by the Board and at the sole expense of the Licensee.

10. ~~The Licensee hereby expressly agrees to defend, indemnify, and hold harmless, insofar as it legally may, the Board, its officers, agents, and employees, against any liability, loss, damage, demand, action, cause of action, or expense of whatever nature (including court costs and attorneys' fees) which may result from any loss, injury, death, or damage incurred by the Licensee, caused by the Licensee's negligence or wrongful act, or which arises out of or is caused by any act or omission of the Licensee, its officers, agents, or employees in connection with or by reason of any work done or omission made by the Licensee, its agents, or employees, in the construction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's installations. (See Page 6 for Replacement Language)~~

11. The Licensee understands and agrees that it is fully responsible for compliance with all rules and regulations relating in any way to the use, storage, treatment, or disposal of hazardous materials, including, but not limited to, chemicals and petroleum products. The Licensee agrees to strictly comply with all federal, state, and local regulations that in any way relate to hazardous materials. If, as a result of the Licensee's occupancy of the premises and its operation hereunder, any such law, ordinance, rule, or regulation is violated, the Licensee shall **be responsible for** ~~protect, save harmless, defend, and indemnify, insofar as it legally may, the Board from and against any penalties, fines, costs, and expenses including legal fees and court costs incurred by the Board, caused by, resulting from, or connected with such violation or violations.~~

12. Certain Board properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act (ESA). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA.

13. The rights granted to the Licensee hereunder may not be assigned without the written consent of the Board.

14. The rights and privileges granted in this License Agreement are subject to prior agreements, licenses, and conveyances, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of any rights, uses, or installations conflicting with the Licensee's use of the Board's property hereunder and to resolve any conflict.

15. If the Licensee does not use the right herein granted or its installation for a period of one (1) year, or if the Licensee shall at any time fail to or refuse to comply with or carry out any of the conditions of this License, the Board may, at its election, revoke this License Agreement forthwith by written notice to the Licensee in person or by mail at the Licensee's last known address. Upon termination of this License, the Licensee shall have ten (10) days to remove its installation from the Board's property. In the event the Licensee does not remove its installation within the time allowed, the Board, without incurring liability, may remove the installation at the Licensee's expense.

16. Upon abandonment of any right or privilege herein granted, the right of the Licensee to that extent shall terminate; ~~but its obligation to indemnify and save harmless the Board, its officers, employees, and agents, shall not terminate in any event.~~ *however, the obligations of the Licensee under Paragraph Numbers 10 and 11 of this Agreement shall remain in full force and effect to the extent that any liability or responsibility under these Paragraphs remains.*

17. The Board may, at any time, by giving the Licensee sixty (60) days written notice, terminate this License Agreement.

18. Licensee shall pay for all materials joined or affixed to the Board property and shall pay in full all persons who perform labor upon the Board property and obtain lien releases for all such materials and labor, which shall be provided to the Board, and shall not permit any mechanic's or material man's lien of any kind or nature to be enforced against the Board property for any work done and materials furnished thereon at the instance, request, or on behalf of Licensee.

19. ~~The base license fee includes 8 hours of inspection by the Board and if the Board requires further inspection, the Licensee shall pay therefor at the prevailing rate.~~

20. All Board roads and fencing that are disturbed by the construction of the Licensee's installation shall be restored to a condition satisfactory to the Board's representative within **ten (10) days** from the date of finalization of the initial construction or authorized activity. Board roads and fencing that are disturbed by the reconstruction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's facilities shall immediately be restored by the Licensee to a condition satisfactory to the Board's representative. **The Licensee shall at no time obstruct Board roadways or ingress to or egress from such roadways.** Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the Board's representative. If restoration is not accomplished by the Licensee within the **ten (10) days**, the Board at its election may perform such restoration at the Licensee's expense. The Licensee

shall conduct all construction, operation, maintenance, repair, modification, replacement, or removal of its installations in such a manner that the Board at all times shall have full and complete access to its property.

21. If the Licensee's activity requires the clearance, trimming, or complete removal of trees located within Board property, the Licensee must obtain permission from the Board's **Locate Center at 303-628-6666**. The Licensee will be responsible for all cleanup of any trimmings and the removal of logs, branches, limbs, and other debris resulting from the Licensee's activity. Repairs of any damage to Board property will be made by the Licensee at the sole expense of the Licensee and to the satisfaction of the Board's representative. Licensee shall replace any trees removed or damaged in accordance with the current Board policy, as described in Exhibit "A", attached hereto and made a part hereof.

22. All trenches and excavations, backfill and tamping shall be in accordance with the Board's Engineering Standards and subject to approval by the Board's representative.

23. Underground electric power line installations shall be encased in rigid steel conduit and/or concrete within the Board's property. Board facilities must not be included in any concrete encasement.

24. The Licensee shall place and maintain permanent, visible markers of a type and at locations designated by the Board's representative to define the centerline of the Licensee's installation. If the placing of the centerline markers is not completed within **ten (10) days** following the finalization of construction, the Board may complete the work at the expense of the Licensee.

25. All service lines within the Board's property from the facility herein licensed shall be installed in a manner satisfactory to the Board's representative.

26. The Licensee shall maintain a minimum overhead clearance of twenty-five (25) feet over the Board's property.

27. No portion of the Licensee's facility shall extend below the stringers of any bridge to which it is attached.

28. The Licensee shall construct access road approaches and curb cuts, when necessary, from its installation to existing Board roadways as required by and to the satisfaction of the Board's representative. Said approaches shall not have a grade of more than four percent (4%), and curb cuts shall not be less than fourteen (14) feet in width, but may be wider, as determined by the Board's representative.

29. The Licensee shall place reinforced concrete cut-off walls, as shown on the attached drawing (Dr. 127, No. 35) entitled "Typical Cut-Off Wall" at locations determined by the Board's representative. Each cut-off wall excavation, forming, and steel placement shall be inspected and approved by the Board's representative prior to placement of concrete.

30. The Licensee shall not and will not be permitted to discharge water into or upon any Board property or facility, but Licensee shall provide for carriage of any water over or across Board property or facility in a manner satisfactory to the Board's representative.

31. The High Line Canal from the confluence with Little Willow Creek to the discharge diversion structure at Sand Creek is a "Waters of the United States", subject to the federal Clean Water Act (33 U.S.C. § 1251 et seq.). Licensee shall be responsible for complying with the federal Clean Water Act and obtaining any necessary permit(s) from the proper regulatory authority prior to conducting its activity. Licensee shall supply the Board with documentation proving that such authority has been obtained or that such permission is not required by the regulatory authority.

32. Upon completion of the restoration of the canal property by the Licensee, to the satisfaction of the Board's representative, this deposit shall be refunded in full. If the restoration is not completed by the Licensee to the satisfaction of the Board's representative within the **ten (10) days** set by this License Agreement, the Board will perform the restoration at the expense of the Licensee.

33. The irrigation season is from April 1st until November 1st each year and diverted water may be flowing in the Board's High Line Canal during this time. Additionally, water may be flowing in the Canal at other times during the year. Any construction contemplated pertaining to this License Agreement may not be undertaken during April 1st through November 1st unless special authorization is obtained from the Board's Director of Operations & Maintenance prior to the commencement of said construction.

34. The Licensee shall place two (2) permanent marker posts, one at each end of the installation and on its centerline, to the satisfaction of the Board's representative. Each permanent marker post shall be **filled** with concrete and installed to allow for a three (3) foot extension above the surface of the ground. The marker posts shall extend a minimum of two (2) feet below the surface of the ground and be **encased** in concrete. Each marker post shall have the type, size, and depth of the installation clearly marked with one-and-a-half (1½) inch stenciling.

35. The Board has authorized certain recreational activities along and within its property. Prior to the commencement of any construction or activity pursuant to this License Agreement within the property, the Licensee shall notify the Board's Recreational Use Entity. All paved trails and other recreational improvements within the crossing area herein licensed shall be restored to their pre-existing condition to the satisfaction of the Board's Recreational Use Entity within **seven (7) days** from the finalization of the construction or activity. The Licensee shall comply with all of said Entity's requirements that said Entity deems necessary to insure the safety of the general public and to minimize interference with recreational use on the property.

36. For the resolution of any dispute arising from this License Agreement, venue shall be in the courts of the City and County of Denver, State of Colorado.

37. This License Agreement is also subject to the following special conditions: **NONE**

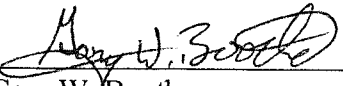
Replacement Paragraph:

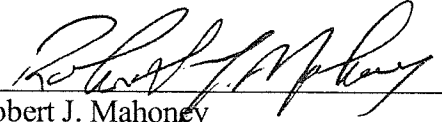
10. The Licensee hereby agrees that the Board is not responsible to pay any damages and costs for any liability, damages or claims of whatever nature arising in any way out of the Licensee's occupancy of the premises and its operations hereunder, which is caused by any negligent or wrongful act or omission of the Licensee or the Licensee's officers, agents or employees.

THIS LICENSE AGREEMENT shall become effective on the date it is signed by the appropriate representative(s) of the City.

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

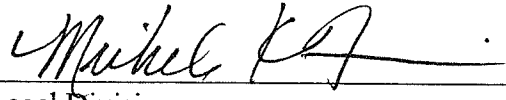
APPROVED:

By: 
Gary W. Boothe,
Manager of Real Estate

By: 
Robert J. Mahoney
Director of Engineering

Date: 5/8/14

APPROVED AS TO FORM:

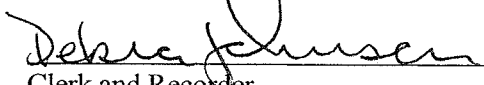
By: 
Legal Division

LICENSEE


The undersigned authorized officers of the City and County of Denver, a Municipal Corporation of the State of Colorado, has read the foregoing License and agrees for and in behalf of said City and County of Denver that it will accept and will abide by all the terms and conditions thereof.

ATTEST:

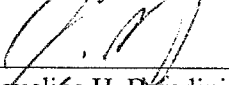
Debra Johnson, Clerk and Recorder
Ex-Officio Clerk of the City and County
of Denver, Colorado


Clerk and Recorder


City and County of Denver, a Municipal
Corporation of the State of Colorado

By: 
Michael B. Hancock, Mayor

APPROVED AS TO FORM: D. Scott Martinez
Douglas J. Friednash, Attorney for the
City and County of Denver

By:  Jessica Brady
Jacqueline H. Beradini, Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: 
Cary Kennedy, Manager of
Revenue /Chief Financial Officer

By: 
Dennis J. Gallagher, Auditor

SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 67 WEST 6th PM
 ----- ADAMS COUNTY -----



CAD 000047 Parcel No 1

MONITORING WELL

PROPERTY OF
 DENVER WATER
 55TH AVENUE
 RESERVOIR AND
 PUMP STATION

7355 E 56TH AVE

MONITORING WELL

SW 1/4 SW 1/4
 SEC 9

DW Dr 68 No 1098

DW Dr 67 No 2084

SW Cor Sec 9
 3-1/4" Alum. Cap
 in Range Box
 PLS 34183

S 1/4 Cor Sec 9
 3-1/4" Alum. Cap
 in Range Box
 PLS 34183

S Line SW 1/4 Sec 9
 N89°39'59"E

N66°32'55"E
 685.43'

N79°01'34"E
 691.69'

GRAVEL
 ASPHALT

Brick Wall

Electric Yard

ASPHALT

GRAVEL

GATE

8
 17 16

16

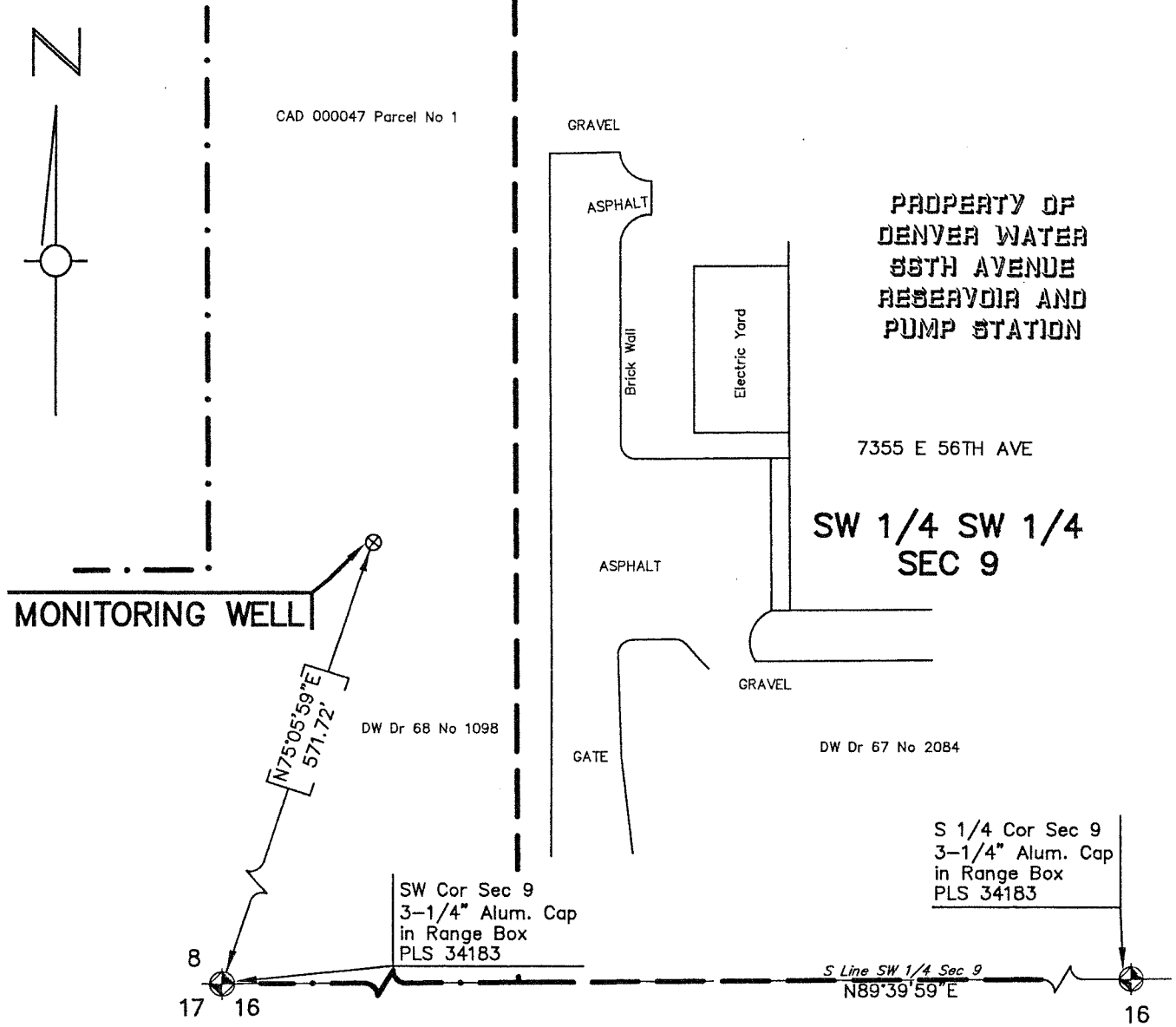
BASIS OF BEARING:
 Bearings are based on the south line
 of the Southwest quarter of Section 9
 being N89°39'59"E using NAD83 State
 Plane Coordinates.



Parcel Map Not P.L.S. Stamped or Certified

LEGEND LICENSE GRANTED BNDRY EXISTING DW ESMT BNDRY EXISTING DW PROP	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. 01466 CARD NO.	56TH AVE RESERVOIR & PUMP STATION LICENSE GRANTED FOR 2 MONITORING WELLS DENVER, CITY & COUNTY DATE: APRIL 29, 2014	DENVER WATER 1600 West 12th Avenue Denver, Colorado 80204 Phone (303)628-6000 Fax (303)628-6224 www.denverwater.org SCALE: 1" = 50' CAD 17520-1_PMGT
	DRN. PM. AM. AS. [Signature] APPD. [Signature] SHEET 1 OF 2 SHEET		

SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 67 WEST 6th PM
 ----- ADAMS COUNTY -----



BASIS OF BEARING:
 Bearings are based on the south line of the Southwest quarter of Section 9 being N89°39'59"E using NAD83 State Plane Coordinates.



Parcel Map Not P.L.S. Stamped or Certified

LEGEND LICENSE GRANTED BNDRY EXISTING DW ESMT BNDRY EXISTING DW PROP	DRN. P.M. AM AS ₃ R.		CONDUIT NUMBER 93 LICENSE GRANTED FOR A MONITORING WELL DENVER, CITY & COUNTY DATE: APRIL 29, 2014	DENVER WATER 1600 West 12th Avenue Denver, Colorado 80204 Phone (303)628-6000 Fax (303)628-6224 www.denverwater.org SCALE: 1" = 50' CAD 17520-1_PMGT
	APPD. <i>David Thompson</i>			
	SHEET 2 OF 2 SHEET			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2014

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. PO Box 793 Teton Village WY 83025	CONTACT NAME: Bobbi J. McGee PHONE (A/C. No., Ext): 800-746-0048 FAX (A/C. No): 303-993-4809 E-MAIL ADDRESS: service@vanoppenco2.com												
INSURER(S) AFFORDING COVERAGE													
INSURED ALTUS-1 Altus Consulting, LLC dba; Altus Environmental, LLC 4150 Darley Avenue, Suite 1 Boulder CO 80305	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A : Westchester Surplus Lines</td> <td style="text-align: right;">10172</td> </tr> <tr> <td>INSURER B : Hartford</td> <td style="text-align: right;">34690</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Westchester Surplus Lines	10172	INSURER B : Hartford	34690	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : Westchester Surplus Lines	10172												
INSURER B : Hartford	34690												
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES **CERTIFICATE NUMBER: 1721953535** **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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	G24324138 003	10/5/2014	10/5/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	34EUCVT5557	10/5/2014	10/5/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	G2432414A 003	10/5/2014	10/5/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 XS GL/CPL/EO/AL/EL \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability "Claims Made" Subject to GL Aggregate			G24324138 003	10/5/2014	10/5/2015	Each Claim 1,000,000 Aggregate 2,000,000

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

*Workers' Compensation coverage is evidenced on a separate certificate.
 Contract ENVHL-201418161-00, Access and Use Permit Agreement. As required by contract, City and County of Denver, its elected and appointed officials, employees and volunteers are named as Additional Insured for General Liability, Contractor Pollution, and Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

City & County of Denver 200 W. 14th Avenue, Dept 310 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
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2014

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 Peliton Insurance 4600 S. Ulster Street #1400 Denver CO 80237	CONTACT NAME: Angel Betz	FAX (A/C, No): 303-290-0884
	PHONE (A/C, No, Ext): 303-771-1800	E-MAIL ADDRESS: abetz@peliton.net
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Pinnacol Assurance		41190
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 353189120 **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		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		Y	4161165	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Contract ENVHL-201418161-00. Waiver of Subrogation applies in favor of the City and County of Denver, its elected and appointed officials, employees and volunteers.

CERTIFICATE HOLDER City and County of Denver 200 W. 14th Avenue, Dept. 310 Denver CO 80204	CANCELLATION 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 