

## **A G R E E M E N T**

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **FOOTHILLS ENVIRONMENTAL, INC.**, a Colorado Corporation, doing business at 11099 W. 8th Ave. Lakewood, CO 80215 (the “Consultant”), jointly “the parties”.

The parties agree as follows:

**1. COORDINATION AND LIAISON:**

**a.** Consultant shall fully coordinate all services performed under the Agreement through the Executive Director of the Department of Environmental Health (“DEH”) (“Executive Director”), or her designee. The Executive Director hereby designates the Asbestos Program Manager (“Program Manager”) as the Executive Director’s authorized representative to issue all notices to proceed and administering, coordinating, and initially approving the day-to-day services to be performed by Consultant under the Agreement. Any changes in designation of the Executive Director’s authorized representative will be done in a written notice to Consultant signed by the Executive Director. Consultant shall submit correspondence, invoices, reports, and submittals to the project manager identified in a particular notice to proceed (“Project Manager”).

**b.** Consultant shall designate an account manager to serve as a single point of contact for the Program Manager. As requested, Consultant shall provide the account manager’s contact information to the Project Manager.

**2. TERM:** The term of the Agreement commences the date executed by the City as indicated on the City’s signature page and expires three year thereafter unless extended in accordance with the terms of the Agreement (the “Term”). The Term may be extended under the same terms and conditions for up to two (2) additional one (1) year renewal terms by a written amendment to the Agreement. Subject to the Executive Director’s prior written authorization, Consultant shall complete any Services in progress as of the expiration date and the Term of the Agreement will extend until the Services is completed or earlier terminated by the Executive Director.

**3. SERVICES TO BE PERFORMED:**

**a.** As the Executive Director directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in subsections **b.** and **c.** below (“Services”) to the City’s satisfaction.

**b.** General consulting services for asbestos containing material oversight, lead-based paint and industrial hygiene services and could include the following activities set forth below:

- (1) Asbestos in Buildings and in Soils:** collecting samples and conducting inspections; preparing inspection and survey reports; preparing project designs; performing all activities related to final clearance, and for asbestos abatements and asbestos project management this could include MAAL monitoring, regular containment inspecting, and responding to asbestos contractor inquiries; providing asbestos soils assessments, site characterizations, and oversight for soil disturbing activities; and facilitating meetings or group discussions for City projects.
- (2) Lead-Based Paint:** sampling lead-based paint (“LBP”) using both XRF (x-ray fluorescence) field instruments and laboratory sample analysis; preparing LBP inspection reports, assessments, and abatement project designs; performing all other activities the City deems necessary for its final clearance; and facilitating meetings or group discussions for City projects.
- (3) Industrial Hygiene:** conducting personal exposure air monitoring, ventilation surveys, indoor air quality investigations, and environmental risk assessments; preparing laboratory safety plans; developing materials management plans; investigating mold issues; and facilitating meetings or group discussions for City projects. (Mold samples must be analyzed by laboratories accredited by the American Industrial Hygiene Association’s Environmental Microbiology Laboratory Accreditation Program (EMLAP).

c. **Design Services:** When a specific scope of work for a project requires the design of asbestos or LBP abatement or other control program, Consultant's Basic Services for each project to which it is assigned, as appropriate to each project, consists of the following phases:

(1) **Investigation, Sampling, and Management Planning Phase:**

- A. Consultant shall attend such conferences as required for a complete understanding of the project, document all conferences, and distribute minutes of conferences to the City.
- B. If the City, the State, or the Federal government has adopted investigation, construction, design and document standards, Consultant shall follow all applicable standards.
- C. Consultant shall review the needs and requirements of the City to determine the specific requirements for each project based on the information provided by the City.
- D. Consultant shall then review these project requirements with the City to confirm its understanding of the scope of the project with the City.
- E. Upon approval of the costs by the City, and subject to the surveying and testing budget for the specific project, Consultant shall obtain all samples, special studies, and engineering data necessary to properly investigate, report on, and provide design services for the project.
- F. All bulk samples are to be analyzed for asbestos by laboratories accredited by the National Institute of Standards and Technology through the National Voluntary Laboratory Accreditation Program.
- G. Consultant shall then prepare and present a report to the City setting forth the result of its engineering investigations, sampling, and management planning efforts and describing alternate methods or approaches to the specific project and recommending

those methods or approaches best suited to the needs and budget of City with a Statement of Probable Cost.

**(2) Design Phase:**

- A. As requested, before beginning the Design Phase of each project, Consultant shall obtain written approval of its Investigation, Sampling and Management Planning Documents and the Statement of Probable Cost.
- B. Upon approval of Consultant's investigation report, Consultant shall, in response to the City's requirements, the budget restrictions of the specific project, the format of design and construction selected by City, and the approved investigation report, prepare, in accordance with usual and customary professional standards, Design Documents for the City's approval. The Design Documents shall provide a competent solution for the problem presented by the specific project.
- C. At a minimum, the Design Documents shall include complete drawings and specifications setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail and all other documents necessary to provide a thorough study and competent solution for the specific project in accordance with usual and customary professional standards. The Design Documents shall include a proposed project time schedule. The Design Documents shall set forth in detail the requirements for the completion of the entire project, shall include complete information as necessary to bid the project, and shall contain complete bidding documents meeting all City requirements.
- D. Consultant shall provide the City with a Final Statement of Construction Cost based upon the Design Documents that shall be calculated by Consultant to a uniform and detailed level based on drawings and the specifications for the project, reflecting the

probable project cost and taking into account the building trades and construction components utilized in the project design.

- E. Upon the City's authorization to proceed, Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance, such as signing an application, and paying any permit-fees or other fees.
- F. Acceptance of the Design Documents and Final Statement of Construction Cost by City shall not relieve Consultant of any responsibility for design deficiencies, omissions or errors.
- G. Consultant shall execute and seal, if necessary, all final work products. Consultant is responsible for all design provided under this Agreement.
- H. Consultant shall make available all design data forming the basis for drawings and specifications for the City to review.
- I. Consultant shall provide to the Program Manager a list of long lead items, including agency approvals and the issuance of permits.

**(3) Bid Phase:**

- A. As requested, before beginning the Bid Phase of the project, Consultant shall obtain the City's acceptance, in writing, of the Design Documents and the Final Statement of Probable Cost. The City's acceptance will not constitute as approval of the adequacy of the Design Documents.
- B. The time schedule for work included in this phase will be governed by the times shown in the printed project bid package documents. During this phase, Consultant's duties shall include:
  - (i) Preparing and submitting the Contract Documents, as directed by the Program Manager and in accordance with the Standard Specifications for Construction General Contract Conditions 2011 edition, before the City

advertises or solicits bids. The City's acceptance will not constitute approval of the adequacy of the Documents and shall not relieve Consultant of the responsibility for design deficiencies, or negligent errors or omissions. After the City's acceptance, Consultant shall assist the City in advertising the Invitation for Bids and assist in the distribution of Contract Documents;

- (ii) In the event a multiple contract method of construction is utilized on the project, preparing all Contract Documents and Bid Packages for the multiple contracts required by the project;
- (iii) Preparing and submitting to the City an estimated pre-bid project schedule, in a form approved by the City, in sufficient detail to show the major completion milestones required by the City, and appropriate to the size, complexity and scope of the project;
- (iv) Providing the Program Manager with an electronic draft at least four weeks before the pre-bid meeting and providing the Program Manager with the necessary number of Contract Documents for distribution at the pre-bid meeting;
- (v) Distributing copies of the Contract Documents and collecting fees, if any, for the Contract Documents in amounts set by the City;
- (vi) Answering questions by bidders, approving equivalent specified materials, distributing lists of approved, equivalent specified materials to the bidders as addenda, with explanatory notes if necessary;
- (vii) Preparing any necessary addenda;
- (viii) Participating in a pre-bid conference with prospective bidders, the date and place of which the City will determine;

- (ix) Furnishing tabulation sheets for bidders at the bid opening and attending bid openings, the place and time of which the City will determine;
- (x) Reviewing all bids to determine the reasonableness of the bid price and the qualifications of the lowest responsive bidders and to recommend the lowest responsive bidder to the City. Consultant shall help the Project Manager or other designated City Official to prepare and certify the bid tabulation, if necessary; and
- (xi) Performing other duties necessary to prepare the Contract Documents and for selection of a contractor or contractors.

**(4) Administration Phase:**

- A. The parties acknowledge that this phase involves oversight of the contractor performing the project designed by Consultant. As appropriate to the specific project, the word “contractor” includes any of the following: an asbestos abatement contractor, contractor doing LBP work, or another consultant. The Administration Phase commences when the City executes the Project Contract(s) or issues the Notice to Proceed to Consultant, whichever occurs first. The approved project schedule sets and governs the time schedule for Consultant’s Services included in this phase. The City may alter the approved project schedule due to project change orders or approved time extensions, or may alter the approved project schedule until it receives the Project Documents (including Contract Documents, original drawings, specifications, accredited laboratory air monitoring and other test reports, surveying notes, design calculations and other pertinent information) or final payment for services. Consultant shall assist the contractor at the pre-project conference(s), take written minutes of all pre-project conferences and all meetings conducted by Consultant, and

distribute the same to the City and the contractor within five (5) days of the corresponding pre-project conference.

- B. Consultant shall take written minutes of all project meetings and distribute such minutes to the City and the contractor within five (5) days.
- C. Consultant shall conduct meetings as needed, at which Consultant and the contractor may discuss and, in conjunction with the City, resolve such matters as procedures, job progress, abatement or control problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
- D. Within **five (5) business days** of receipt of pay request from contractor, Consultant shall determine the amount owing to contractor and shall certify requests for payment in such amounts, on the basis that the work has progressed to the point indicated and that the quality of work is in accordance with Contract Documents or, within those **five (5) business days**, reject the pay request for due cause and advise Consultant and, in either scenario, submit the pay request to the responsible City official.
- E. If in Consultant's opinion a contractor is not on schedule with the latter's NTP, Consultant shall immediately notify the City's Project Manager. If a contractor refuses or fails to execute work, or any part thereof, with sufficient diligence to ensure its completion within the time specified in the contractor's NTP, or any extension thereof, or if the contractor fails to complete work within such time, or refuses to correct defective work, Consultant shall immediately notify the City and recommend a course of action.
- F. Consultant shall reject a contractor's work that in Consultant's opinion does not conform to the Contract Documents, and shall notify the contractor and the City of the reason for each such



rejection within **two (2) business days**. To confirm compliance with the Contract Documents, Consultant may request that the City approve special inspection and/or testing beyond the project specific services proposal of required air monitoring and sampling, and upon approval by the City, may direct Consultant to uncover any portion of the work, in accordance with the General Conditions.

- G. Consultant shall review and approve all shop drawings, test results, samples and other required submissions of the contractor; provided, however, that Consultant may only approve submissions for use on the project if Consultant has ascertained the submissions conform to the design concept of the project and comply with Contract Documents. Consultant shall act on submissions and return to them to the contractor within **ten (10) business days** of receipt. If review and return are delayed beyond the time set out above, Consultant shall notify contractor and City in writing, before expiration of approval date, stating the reason for the delay. Consultant shall act upon re-submittals within **five (5) business days** of receipt.
- H. Consultant shall review and analyze all written requests for change orders, including any documents offered to substantiate such requests. Consultant shall submit written recommendations to the City concerning all requests for change orders, and shall prepare and issue those change orders approved by City.
- I. All change orders must be on forms supplied by the City. Consultant shall keep a current record of all variations or departures from the drawings and specifications as originally approved and shall maintain careful supervision over all changes in final drawings in the course of the work.

- J. The City will transmit a copy of all completed change orders to Consultant for use in checking shop drawings and in compiling record drawings of the construction.
- K. Consultant shall ensure that no changes are made in the work, by any party, without prior written consent of the City except as hereinafter provided: Consultant may authorize minor changes in the work not affecting the project value or cost or time of completion, and shall inform the City of such approvals or directions in writing within **two (2) business days** of authorizing the minor change(s).
- L. Consultant shall observe and systematically review the performance of contractor in such a manner and at such times as is necessary to determine that the work has been or is being conducted in conformance with the Contract Documents. If any work is not in conformance with the Contract Documents, Consultant shall immediately make an oral report of such nonconformance to the contractor, followed by a written report of such nonconformance to both the nonconforming contractor and the City. Consultant shall ensure that on-site visits are made by members of the appropriate architectural, testing, or engineering discipline according to the status of the work as the work progresses daily and weekly. Consultant shall conduct site visits as frequently as it considers necessary to safeguard the City's interests through a determination that the work performed complies with the Contract Documents and with the Laws and applicable guidance and standards.
- M. For any project for which any work remains to be done, Consultant shall submit a weekly status report to the Project Manager by the close of business each Monday.
- N. Should the contractor fail to comply with the Contract Documents, or if none, applicable laws, regulations, or guidance,

and Consultant observes or learns of an alleged failure, Consultant shall report such failure to the Program Manager. If the Program Manager is unable to be reached by phone, Consultant shall issue an order to the contractor suspending work for up to eight (8) hours for any noncompliance Consultant reasonably determines to be significant (“Emergency Suspension Order”). The Emergency Suspension Order must identify the reason or reasons for it and instruct the contractor how to comply with the order in a manner that will ensure the project site is properly maintained during the suspension to prevent any release of asbestos. If in issuing an Emergency Suspension Order, Consultant complies with the requirements of the Agreement and professional standards for performance of its services under this Agreement, it will not be held responsible for any construction delay caused by its issuance of the Emergency Suspension Order. Upon expiration of the eight-hours (8), or upon notifying the Program Manager that it has issued an Emergency Suspension Order, whichever occurs first, Consultant shall deliver by courier, e-mail, or facsimile a written recommendation to the Program Manager as to whether the suspension should continue and a copy of the Emergency Suspension Order. Upon written approval by the Program Manager, Consultant shall issue further suspension orders or the City may issue them directly.

- O. If Consultant anticipates that a situation will arise that would result in failure of compliance with the Contract Documents, or if none, applicable laws, regulations, or guidance, Consultant shall notify the Program Manager and contractor of the anticipated failure in a timely manner. Consultant shall provide written notice to the Program Manager describing the situation related to the anticipated failure and its recommendations regarding action necessary to prevent the anticipated failure. Consultant, Program

Manager, and contractor will meet in a timely manner to discuss and work through the issues identified by Consultant and implementation of a suspension order. Upon written approval by the Program Manager, Consultant shall issue a suspension order or the City may issue it directly. The suspension order must include the reasons for the suspension, the required action, and appropriate instructions regarding its implementation.

- P. Consultant agrees to notify the Manager of specific critical observations, air monitoring, and sampling it intends to carry out during the various phases of remediation.
- Q. In the event that Consultant becomes aware of any condition or event justifying termination of the Contract for cause, Consultant shall notify the City of the same.
- R. Upon the completion of the entire work or a designated portion thereof, Consultant shall, in consultation with the City, issue a Certificate of Substantial Completion in accordance with the provisions of the Contract Documents. Acceptance of the project or a part of the project will be supported by Consultant's written statements of observation and verification that the facility, and site conditions, comply with all specifications and regulations in regard to the removal of hazards, the replacement or installation of materials, equipment and fixtures and any other required action.
- S. In accordance with the provisions of the Contract and its General and/or Special Conditions, Consultant shall, in consultation with the City, provide Consultant(s) and the City with a closeout program or punch list for the project.
- T. Before Final Inspection, Consultant shall submit a closeout report to the Project Manager within **ninety (90) days** of completing each project.
- U. Consultant shall attend the Final Inspection with Consultant(s) and the City to ascertain that all work performed by Consultant(s)

has been performed in accordance with the Contract Documents. At the time of such Final Inspection, a final punch list shall be agreed to by Consultant and the City, and made in sufficient detail to fully outline to Consultant:

- (i) Work to be completed, if any;
- (ii) Work not in compliance with the drawings or specifications, if any; and
- (iii) Unsatisfactory work, if any.

V. Before final payment to Consultant, Consultant shall review all outstanding claims and contractor requests, of any type or description, that have not been settled during the construction phase of the project and shall submit a written report to the City and Consultant that outlines the background and status of such claims and requests and recommends the ultimate disposition of such outstanding claims and requests.

W. **Thirty (30) days** before the expiration of the correction of work period provided for in the General and/or Special Conditions to the Contract, Consultant shall inspect the project for any deficiencies that may have become apparent. Upon completion of such inspection, Consultant shall furnish a written inspection report to the City and Consultant, and Consultant shall issue the necessary directives to Consultant requiring that the deficiencies be corrected at no cost to the City.

d. All of the services identified in paragraph 3.c., including all subparagraphs, unless specifically noted as excluded in the project specific proposal for a certain project, are included in Consultant Basic Fee for each project to which it is assigned.

e. The Consultant is ready, willing, and able to provide the services required by this Agreement. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent

individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

**4. PROJECT AWARDS:** Upon request, Consultant shall submit a proposed statement of work, including an amount not to exceed, and perform work under a corresponding NTP. Any equipment and supplies must be included as a separate line item in a statement of work and included in the amount not-to-exceed. Consultant shall also include in each proposed statement of work a breakdown of all anticipated costs with line items and extensions. The City will not encumber funds for any work until it issues an NTP. Consultant shall not commence any work until receipt of an NTP approving a proposed statement of work. All work shall be performed and completed in accordance with the applicable NTP, including any schedule set forth therein. If specified in a notice to proceed, Consultant shall obtain written authorization from the Program Manager before proceeding from one phase to the next. Nothing in this Agreement places any obligation on City to proceed with any phase beyond the latest phase authorized in writing by City or guarantees Consultant any minimum amount of work. The City reserves the rights to reject any proposed statement of work; negotiate an amended scope of work with Consultant; and negotiate with any other consultant should the City deem any one of these actions to be in its interest to do so.

**5. COMPENSATION AND PAYMENT:**

**a. Fee:** As full compensation for Services and reimbursable expenses incurred, the City will pay Consultant the lesser of the maximum fee to be set forth in the corresponding NTP or an amount based on Consultant's periodic invoices. Amounts billed for Services rendered and expenses incurred may not exceed the hourly rates and unit costs provided in **Exhibit A**.

**b. Reimbursable Expenses:** The reimbursable expenses identified in Exhibit A are the only expenses permitted under the Agreement, and subject to subparagraph 5.e., will be reimbursed at the rates set forth in Exhibit A. Consultant shall include the anticipated cost of reimbursable expenses in its proposed statement of services. No other reimbursable expenses are permitted under the Agreement and Consultant is responsible for any other expense it incurs as its cost of doing business.

**c. Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation

required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$480,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond those specifically described in Paragraph 3 (Services to be Performed). Any services performed beyond those in Paragraph 3 are performed at Consultant's risk and without authorization under the Agreement.

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

**6. KEY PERSONNEL:**

a. Consultant shall utilize the key personnel identified in **Exhibit B**. The parties intend that all key personnel be engaged to perform their specialty for all the services required by the Agreement and that Consultant's key personnel be retained for the life of the Agreement to the extent practicable and to the extent that these services maximize the quality of services performed under the Agreement.

b. Within **thirty (30) days** of executing the Agreement, Consultant shall submit to the City a list of any additional key personnel, if any, to perform work under the Agreement, including complete resumes and other information describing their ability to perform the tasks assigned under the Agreement. Use of additional personnel is subject to the City's prior written approval, which approval shall not be unreasonably withheld.

c. If Consultant decides to replace any of its key personnel, it shall notify the City in writing of the changes it desires to make. No replacement shall be made until approved in writing by the Program Manager, which approval will not be unreasonably withheld. The City will respond to Consultant's written notice regarding replacement of key personnel within **fifteen**

**(15) days** after the Program Manager receives the list of key personnel that Consultant desires to replace. If the City does not respond within that time, the listed personnel may be deemed to have been approved.

**d.** If the City determines that the performance of approved key personnel is not acceptable, it shall notify Consultant and may give Consultant notice of the period of time that the City considers reasonable to correct this performance. If the City notifies Consultant that certain of its key personnel should be reassigned, Consultant will use its best efforts to obtain adequate substitute personnel within **ten (10) days** from the date of the City's notice. Consultant shall provide experienced personnel to perform and complete all Services under the Agreement utilizing the key personnel identified in Exhibit B.

**7. STATUS OF CONSULTANT:** The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**8. TERMINATION:**

**a.** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

**b.** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**c.** Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.



d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

9. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

11. **INSURANCE:**

a. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant 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 eight (8) 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 above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said notice 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, Consultant 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 the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant 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 this Agreement.

**b. Proof of Insurance:** Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this 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 this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this 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 Professional Liability, Consultant 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 required under this Agreement, Consultant's 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 this Agreement) shall be subject to all of the requirements herein and shall

procure and maintain the same coverages required of the Consultant. Consultant 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. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance:** Consultant 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. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's 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 this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

g. **Commercial General Liability:** Consultant 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:** Consultant 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, Consultant shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy is an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

i. **Contractors Pollution Liability:** Consultant shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured

exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City

**j. Professional Liability (Errors & Omissions):** Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**k. Additional Provisions:**

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

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

(ii) For claims-made coverage:

(a) 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.

(b) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**12. DEFENSE AND INDEMNIFICATION**

**a.** Consultant 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 performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful

misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

**b.** Consultant's 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. Consultant's 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.** Consultant shall defend any and all Claims which may be brought or threatened against City and shall 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 will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

**d.** Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant is responsible to 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 this Agreement.

### **13. TAXES, CHARGES AND PENALTIES:**

**a.** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**b.** Consultant is solely liable and responsible for and shall pay all fines, fees, penalties, and any other monetary infraction of any nature arising out of or related to Services, including, without limitation, failure to comply with laws and regulations applicable to the

Services and failure to comply with the deadlines imposed for Services. This obligation survives the expiration or termination of the Agreement.

**14. ASSIGNMENT; SUBCONTRACTING:** The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

**15. INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**16. NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**17. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**18. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**19. CONFLICT OF INTEREST:**

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

**20. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Executive Director of the Department of Environmental Health or Designee  
201 West Colfax Avenue, Dept. 310  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**21. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

**a.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

**b.** The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**c.** The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.



(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

**22. COMPLIANCE WITH M/WBE REQUIREMENTS:** The Agreement is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-83 D.R.M.C. and referred to in the Agreement as the “M/WBE Ordinance.” Without limiting the general applicability of the foregoing, Consultant acknowledges its continuing duty, pursuant to Sections 28-72, 28-73, and 28-75 of the D.R.M.C., to maintain throughout the duration of the Agreement, compliance with the **TEN PERCENT (10%)** M/WBE participation commitment, upon which the City approved the award of the Agreement to Consultant and Consultant further acknowledges that failure to maintain the participation commitments or otherwise comply with the requirements of the M/WBE Ordinance will subject Consultant to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this provision or in the M/WBE Ordinance negates the City’s right to prior approval of subcontractors, or substitutes therefore, under the Agreement.

**23. DISPUTES:** All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

**24. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County

of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**25. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

**26. COMPLIANCE WITH ALL LAWS:** Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

**27. LEGAL AUTHORITY:** Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

**28. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

**29. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**30. INTELLECTUAL PROPERTY RIGHTS:** The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such items to the City and shall register such items in the name of the City and County of Denver unless the Executive Director directs otherwise in writing. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

**31. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**32. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**33. CONFIDENTIAL INFORMATION:**

a. **City Information:** Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

34. **CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

35. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

36. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Consultant consents to the use of electronic signatures by the City. The Agreement, and any

other documents requiring a signature under the Agreement, 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Contract Control Number:** ENVHL-201522906-00

**Contractor Name:** FOOTHILLS ENVIRONMENTAL, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of August 19, 2015.

SEAL



**CITY AND COUNTY OF DENVER**

ATTEST:

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

By Michael B. Hancock  
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the  
City and County of Denver

REGISTERED AND COUNTERSIGNED:

By Cary Kennedy  
Cary Kennedy, Manager of Finance

By J. Brody  
Jessica Brody, Assistant City  
Attorney

By Timothy M. O'Brien  
Timothy M. O'Brien, Auditor



**Contract Control Number:** ENVHL-201522906-00

**Contractor Name:** FOOTHILLS ENVIRONMENTAL, INC.

By: 

Name: Andre Gonzalez  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

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

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

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



## **EXHIBIT A**

### **FEES**

#### Group I: Asbestos & Lead Based Paint Services

##### **Labor**

Description	Unit of Measure	Rate
Field Operations Manager or Principal Level	hour	\$104.00
Project Manager or Senior Level	hour	\$88.00
Asbestos Project Designer or Project Level	hour	\$74.00
Air Monitoring Specialist or Staff Level	hour	\$61
Technical Drafter – CADD (I, II, or III)	hour	\$60
Technical assistant (I, II, or III)	hour	\$50

##### **Analytical, Supplies & Equipment**

Description	Unit of Measure	Rate
PCM Analysis (2 hour TAT)	sample	\$14.95*
PLM Analysis (2 hour TAT)	sample	\$17.25
PLM Point Count	sample	\$17.25
TEM Analysis (6 hour TAT)	sample	\$103.50
ICP/AES Analysis (8 Metals), 24 hour TAT	sample	\$240.00
Lead Air Samples (ICP/AES), 24 hour TAT	sample	\$17.25
Lead Wipe Samples (ICP/AES), 24 hour TAT	sample	\$17.25
Lead Waste (RCRA 8 TCLP) 3 day TAT	sample	\$258.00
X-Ray Fluorescence	day	\$300.00

\*If Foothills analyzes PCM samples onsite, the hourly rate includes one PCM sample per hour at no charge. For instance, an 8-hour shift would include up to 8 PCM samples with the hourly rate.



## Group II: Industrial Hygiene Services

### Labor

Description	Unit of Measure	Rate
Industrial Hygiene Manager	hour	\$104.00
Project Manager	hour	\$88.00
Industrial Hygienist	hour	\$61.00

### Analytical, Supplies/Equipment

Description	Unit of Measure	Rate
Air Sampling Pump, High Volume	Day	NC
Air Sampling Pump, Personal	Day	NC
Combustible Gas Meter/Explosimeter	Day	\$10
MSA Passport (CO, O2, LEL, H2S)	Day	\$10
TSI Carbon Dioxide/Temp/RH	Day	\$60

NC = No Charge

### Additional Products/Services

Description	Unit of Measure	Rate
Methamphetamine Analysis (24 hr TA)	Sample	\$96.00
Methamphetamine Analysis (3 Day)	Sample	\$72.00
Methamphetamine Analysis (5 Day)	Sample	\$48.00
Methamphetamine Consulting (CIH)	Hour	\$104.00

## **EXHIBIT B**

### **KEY PERSONNEL**

<b>Name</b>	<b>CCOD Project Title</b>	<b>Foothills Title</b>
Andre Gonzalez (CIH)	Account Manager	President
Daniel M. Benecke (PG, CHMM)	Asbestos Project Manager	Sr. Environmental Scientist
Lyle Ardourel	Lead-Based Paint Project Manager	Program Manager
Jason Martin (CSP, CIAQP)	Industrial Hygiene Project Manager	Microbiologist/Industrial Hygienist
Chris Thompson	ACM, LBP, IH Field Services	Environmental Scientist
Aaron Ardourel	ACM, LBP, IH Field Services	Environmental Scientist
Bill Levy	ACM, LBP, IH Field Services	Environmental Scientist
Mike Perry	ACM, LBP, IH Field Services	Environmental Scientist
Gabe Touma	ACM, LBP, IH Field Services	Environmental Scientist



# CERTIFICATE OF LIABILITY INSURANCE

FOOTH-1

OP ID: BJW

DATE (MM/DD/YYYY)

07/06/2015

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> Lightship Insurance 1650 Franklin Street Denver, CO 80218 John Klaassen	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Scottsdale Insurance</b>	
	<b>INSURER B : Pinnacol Assurance</b>	
<b>INSURED</b> Foothills Environmental Inc. 11099 W 8th Ave Lakewood, CO 80215	<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	X		VRS0002057	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> GL/PROF/POLLUTION						PERSONAL & ADV INJURY \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY	X		VRS0002057	12/01/2014	12/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		VES0002028	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		4166993-COLORADO	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	ERISA BOND			348DDDP2723	08/12/2014	08/12/2017	Limit 58,000
	STOP GAP WA						Limit 1,000,000
A				VRS0002057	12/01/2014	12/01/2015	

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

RE: 201522906

As required by written contract, the City and County of Denver, its elected and appointed officials, Employees and Volunteers are included as additional insured as respects the Commercial General liability, Business Auto and Pollution.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY OF D</b>  City and County of Denver Department of Environmental Health 200 W. 14th Ave. #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 

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