



**TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES AGREEMENT
(830 N. Wilcox – Environmental Remediation & Consulting Services)**

DATE: _____.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the “Town”).

A.G. WASSENAAR, INC., a Colorado corporation, 3211 S. Zuni St., Englewood Colorado 80110 (“Consultant”).

RECITALS:

- A. Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.
- B. The Town expects to be reimbursed for the costs associated with this Project from the State of Colorado Division of Oil and Public Safety.

TERMS:

Section 1. Scope of Services. Consultant shall provide environmental remediation and consulting services in accordance with the scope of services attached as ***Exhibit 1*** (“Services”).

Section 2. Payment. Consultant shall invoice Town upon completion of the Services rendered in accordance with the rate and fee scheduled identified in ***Exhibit 1***. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$350,000.00, unless authorized in writing by Town.

Section 3. Completion. Consultant shall commence the Services upon execution of this Agreement and complete the Services December 31, 2023. Consultant shall devote adequate resources to assure timely completion of the Services. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. The Town’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Consultant shall turn over all work product produced up to the date of termination.

Section 4. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town’s only obligation in the event of termination



shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 5. Subcontractors. Consultant may utilize subcontractors to assist with specialized works as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of their services to the Town for approval.

Section 6. Inspection and Warranty. Town reserves the right to inspect the Work provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Work and cancel all or any part of this Agreement if Consultant fails to deliver all or any part of the Work in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Work shall not relieve Consultant of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Work. If Town elects to accept nonconforming or defective Work, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect.

Consultant expressly warrants that all materials and/or equipment furnished under this Agreement shall be free from defects in materials or workmanship, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Consultant, shall, at its option, repair or replace any material and/or equipment that fail to satisfy this warranty during the warranty period. Additionally, Consultant agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

Section 7. Risk of Loss. With respect to any equipment provided under this Agreement, risk of loss shall not pass to the Town until such equipment has been received and accepted by the Town, pursuant to Section 6, above, at the destination specified by the Town. Consultant assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.

Section 8. Assignment. This Agreement shall not be assigned by Consultant without the written consent of the Town.

Section 9. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 10. Insurance. Consultant agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Consultant shall not be relieved of any liability,

claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Consultant shall procure and maintain, and shall cause each subcontractor of the Consultant to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation and Professional Liability insurance, if applicable, shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The

Consultant shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Consultant's insurance agent and submitted at the time of execution of this Agreement as ***Exhibit 2*** as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Consultant to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

Section 11. Colorado Governmental Immunity Act. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 12. Indemnification. Consultant expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant.

Section 13. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 14. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 15. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 16. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 17. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 18. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 19. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

Section 20. Independent Contractor. Consultant and the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. Consultant represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Consultant represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

Section 21. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.



ATTEST:

Lisa Anderson, Town Clerk

Approved as to form:

Michael J. Hyman, Town Attorney

CONSULTANT:

A.G. WASSENAAR, INC.

By: _____

Its: _____
Kenneth R. Broseghini, President

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to content:

Matt Gohl, Special Projects Manager

EXHIBIT 1

SERVICES AND FEE SCHEDULE

1.0 BACKGROUND

Two (2) 12,000-gallon gasoline USTs, one (1) 12,000-gallon diesel UST, and one (1) 560-gallon waste oil UST, as well as associated dispensers and flowlines, were removed from the site in October 2019. Additional monitoring wells have been installed at the site to define the lateral extent of impacted groundwater associated with the site's historical operation as a gas station. Based on groundwater analytical results obtained to date, offsite contamination is likely limited to transportation rights-of-way and is not impacting sensitive environments.

AGW prepared and submitted a Corrective Action Plan (CAP) to OPS in September 2020. In the CAP, AGW determined that in-situ chemical oxidation (ISCO) and activated carbon (AC) treatment were both viable options to treat the impacted vadose zone soils and groundwater at the site. In November 2020, AGW contracted Remington Technologies, LLC (Remington) to conduct chemical injections at the site. In November 2020, Remington utilized a Geoprobe 7822 DT to advance a total of eight (8) temporary injection points to specified depths. Five (5) points were located within the former UST basin, while three (3) points were located upgradient of MW-8. An 18% slurry of Chemically Oxygenated Granular Activated Carbon (COGAC™) was injected at 2-foot intervals using a bottom-up injection procedure. In total, Remington injected 4,500 gallons and 6,750 pounds of COGAC™ slurry into the subsurface of the site.

Although concentrations of benzene in groundwater did appear to decrease in some onsite monitoring wells following the 2020 injection event, concentrations have increased and signify a rebound of contamination.

2.0 PROPOSED SCOPE OF WORK

Based on recent conversations with the Colorado Department of Labor and Employment, Division of Oil and Public Safety (OPS) Technical Reviewer for the site, this site is likely eligible for a Tier III Risk-Based Closure, which allows contamination to remain in place at the site as long as it doesn't extend beyond the adjacent right-of-way. Additional work will be required to achieve this type of closure, as outlined during this recent conversation, including:

- Request subsurface utility locate services and obtain necessary permit and traffic control approval.
- Advance four (4) environmental boreholes to no deeper than 30 feet below ground surface (bgs) for monitoring well installation and groundwater sample collection.
- Advance up to six (6) additional boreholes for soil sampling.
- Collect soil samples from the boreholes for field evaluation and screening with a photoionization detector (PID) to evaluate the potential presence of volatile organic compounds (VOCs)
- Submit up to 20 soil samples for analytical testing (one (1) soil sample with the highest PID readings from each borehole advanced for monitoring well installation, one (1) soil sample each from the locations of previously high benzene concentrations in soil, and up to 14 additional soil samples for characterization in areas of remaining elevated groundwater contamination).
- Submit Notice of Intent to Construct Monitoring well forms to the Colorado Division of Water Resources (DWR).
- Install permanent monitoring wells within four (4) of the boreholes, including one (1) along the eastern property boundary, two (2) on the east side of the southbound I-25 on-ramp, and one (1) to replace the damaged MW-3.

- Submit a construction report and permit application for the monitoring wells to the Colorado DWR.
- Develop and survey the newly installed monitoring wells.
- Submit a request for a Rule Authorization to allow planned subsurface injection activities without an Underground Injection Control (UIC) permit to the U.S. Environmental Protection Agency (EPA).
- Conduct pre-injection microbial sampling in up to four (4) targeted monitoring wells within 60 days prior to injections.
- Advance injection points within a total treatment area of 5,200 square feet with a total vertical treatment interval (VTI) of 10-20' feet, with an injection grid with six (6) foot spacing. A total of 144 injection points (IPs) will be advanced.
- Conduct post-injection groundwater sampling and analysis for up to four (4) targeted monitoring wells at 30- and 60-days following injections.
- Conduct six (6) quarterly groundwater sampling events following the injection event.
- Conduct post-injection microbial sampling in up to four (4) targeted monitoring wells 90- and 180-days following injections.
- Conduct post-injection soil sampling 90 days following injections.
- Conduct modeling of remaining contamination in soil and groundwater to support request for risk-based closure
- Prepare and submit a request for a Tier III Risk-Based Closure request.

Details of the proposed services are presented below.

Utility Clearance and Permits

Prior to initiating the borehole drilling activities, AGW will contact the Utility Notification Center of Colorado (UNCC) to locate and mark public subsurface utilities at the site in accordance with state laws. AGW requests that the client furnish details regarding all known private utilities to AGW prior to commencement of the field activities. AGW will not be responsible for damage or repair costs associated with any private utilities not disclosed.

Based on the location of utility markings, surface features, safety issues, and project goals, AGW will identify the final borehole locations on the property.

Right-of-way permits and traffic control may be needed for installation of the offsite monitoring wells. AGW will coordinate with the Town of Castle Rock, Douglas County, and the Colorado Department of Transportation (CDOT) for all necessary permits prior to drilling.

Borehole Drilling

AGW will retain a drilling contractor to advance environmental boreholes in the selected locations using a truck-mounted auger drill rig. The boreholes will extend into the shallow unconfined groundwater table when necessary for monitoring well installation locations.

Soil Sampling

During drilling, AGW will collect soil samples to evaluate the general soil lithology and soil conditions. Up to 20 soil samples will be submitted for analytical testing (one (1) soil sample with the highest PID readings from each borehole advanced for monitoring well installation, one (1) soil sample each from the locations of previously high benzene concentrations in soil, and up to 14 additional soil samples for characterization in areas of remaining elevated groundwater contamination. After sample collection, the analytical samples will be transferred into laboratory glass jars for analytical testing, placed into a cooler with ice, and delivered to an independent laboratory for testing. AGW will follow chain-of-custody procedures in general accordance with U.S. Environmental Protection Agency (EPA) guidelines.

Soil samples will be analyzed for benzene, toluene, ethylbenzene, total xylenes (BTEX) and gasoline range organics (GRO) by U.S. EPA Method 8260B and for diesel range organics (DRO) by U.S. EPA Method 8015B.

Monitoring Well Installation

AGW will oversee the construction of a monitoring wells in four (4) of the boreholes using 2-inch diameter, schedule 40 polyvinylchloride (PVC) piping. The wells will each include a 10-foot section of machine slotted screen pipe (0.010-inch slots) with a bottom cap at the base of the borehole. Above the screened sections, PVC riser pipe will extend to approximately 6 inches below the ground surface. Commercial washed quartz sand (10/20) will be used to fill the space around each screened section to act as a filter pack. To control potential surface water infiltration, hydrated bentonite chips will be used to fill the void around the riser pipe (above the screen and filter pack) to within approximately 12 inches of the surface. The monitoring well pipe tops will also be sealed with a waterproof cap. To protect the monitoring wells from potential surface damage, steel flush-mount or stick-up protective covers set in concrete will be installed.

AGW will prepare a required Colorado Department of Natural Resources, Division of Water Resources (DWR) monitoring well registration applications (Form GWS-46) and Well Construction Reports (Form GWS-31) for the wells. The forms will be mailed to the DWR with the required fee (\$100 per well) to register the wells. Copies of the Construction Report and Registration forms will be retained by AGW.

Surveying

To determine the relative ground surface and monitoring well casing elevations at the site, AGW will conduct an elevation survey of the new wells. The surveying will be completed using standard methods with a tripod-mounted Automatic Level and fiberglass measuring rod.

Well Development

Following monitoring well installation, AGW will develop the new wells to remove excess sediment, maximize inflow of groundwater into the well, and to allow for representative sample collection. Monitoring well development will be accomplished by agitating the groundwater column in the wells using new dedicated plastic bailers attached to nylon cord. The purged liquids will be transferred into 55-gallon drums for offsite disposal. Following the removal of approximately three (3) or more well volumes (when possible) from the monitoring wells, sampling will proceed.

Pre-Injection Microbial Sampling

To evaluate microbial populations at the site, and to monitor shifts within microbial communities following injections, AGW will place Bio-Trap® Samplers, which collect microbes over time and are deployed in on-site monitoring wells, within select monitoring wells approximately 60 days prior to injections.

In-Situ Injections

In-situ remediation through injections will be performed utilizing Cool-Ox® Technology, which uses controlled chemical oxidation to target hydrocarbons. Utilizing the application of a single aqueous based formulation, the hydrocarbons are hydroxylated (oxidized) to form alcohols and/or weak organic acids. The process is based upon using hydrogen peroxide as the generator of the oxidizing radicals. However, unlike Fenton or Fenton like processes that use liquid hydrogen peroxide, the Cool-Ox® Process generates hydrogen peroxide from solid peroxygens that are injected into the soil or groundwater in an aqueous suspension. Once in place, the peroxygens react with water to produce hydrogen peroxide. A total treatment area of 5,200 square feet has been identified with a total vertical treatment interval (VTI) of 10-20' feet. The injection grid will use six (6) foot spacing, and a total of 144 injection points (IPs) will be advanced. Each injection point will be completed via Direct

Push Technology (DPT) and will start and finish each injection point one at a time; no rods will be left in the ground. Each injection point will receive up to a total of 80 gallons of Cool-Ox®.

Cool-Ox® injections will take a total of 10 (8hr) days to complete which includes staging set-up and tear down. A total of 1,926 cubic yards will be treated with up to a total of 11,556 gallons of Cool-Ox®.

Post-Injection Groundwater Monitoring

Following injection activities, AGW will continue quarterly groundwater sampling at the site, for a minimum of six (6) quarters following the remediation activities. AGW will also conduct targeted sampling and analysis to evaluate the effectiveness of injection activities at 30 and 60 days following the last day of injections. Collecting these additional data sets will allow a full and complete analysis of percent mass reduction of contaminants via the Cool-Ox® process.

To retrieve the water samples, AGW will utilize new dedicated plastic bailers attached to nylon cord at each borehole, or a peristaltic pump and clean tubing. The groundwater samples will be transferred into laboratory-supplied containers and placed in a cooler with ice (a preservative). AGW will then deliver the samples to an independent laboratory for analysis. AGW will follow chain-of-custody procedures in general accordance with U.S. EPA guidelines.

Groundwater samples will be analyzed for benzene, toluene, ethylbenzene, total xylenes (BTEX), Methyl tert-butyl ether (MTBE), and gasoline range organics (GRO) by U.S. EPA Method 8260B. The samples will be analyzed with a standard turn-around time (approximately 5 working days), unless a faster turn-around time is requested at additional cost.

This proposal includes the costs for seven (7) quarterly sampling events (one (1) event prior to injections and six (6) following injections). Additional groundwater samples collected from up to four (4) targeted monitoring wells will be analyzed for BTEX and field parameters at 30- and 60-days following injections. AGW will also place Bio-Trap® Samplers within select monitoring wells for evaluation at 90- and 180-days following injections.

Post-Injection Soil Sampling

Collecting soil confirmation samples 90 days after injections will provide sufficient data for percent contaminant mass reduction as well as increased plate microbial counts. Soil samples will be collected within 6-12 inches of the original and most recent pre-injection soil sample points.

Report Preparation

Monitoring and Remediation Reports (MRRs) will be submitted quarterly. The first MRR subsequent to the injection event will detail the injection activities in addition to the summarization of field parameters and laboratory analytical data. The MRRs will also compare analytical data to the remedial objectives and goals of the CAP to evaluate if treatment activities have been effective. The MRR prepared after the 6th groundwater sampling event following injections will request Tier III closure.

3.0 ESTIMATED COSTS

Please note that the costs included here are estimates for planning purposes for the Town. Upon your approval, a Corrective Action Plan modification and detailed budget will be submitted to OPS for their approval. These costs may change following OPS review, however, a range of costs between \$300,000 and \$350,000 is likely what will be approved.

- **Estimated cost to complete the additional monitoring well installation, as requested by OPS: \$20,000**
- **Estimated cost to complete the in-situ Cool-Ox remediation activities, including pre- and post- groundwater sampling: \$220,000**

- Estimated cost to complete pre- and post- soil sampling: \$20,000
- Estimated cost to complete quarterly groundwater monitoring for 6 quarters following injections: \$55,000

Please note that these costs will be eligible for reimbursement.

Because fund eligibility has been successfully transferred to the Town of Castle Rock, up to 100% reimbursement of eligible costs can be expected. AGW will invoice the Town of Castle Rock using OPS' Reasonable Cost Guidelines, and the pricing for tank basin remediation and monitoring activities included in this proposal reflect OPS' Reasonable Cost Guidelines.

These costs include drilling, engineering, field services, laboratory testing and expenses, and are based on our standard unit rates and/or OPS' Reasonable Cost Guidelines and estimated man-hours to complete the project.



2022 SCHEDULE OF FEES ENVIRONMENTAL

SENIOR CONSULTANTS:

Certified Industrial Hygienist.....	215.00/hour
Professional Geologist.....	185.00/hour
Senior Industrial Hygienist.....	185.00/hour
Senior Project Manager.....	160.00/hour
Project Manager.....	130.00/hour

TECHNICAL STAFF:

Industrial Hygienist.....	120.00/hour
Environmental Scientist.....	105.00/hour
Asbestos Building Inspector/AMS.....	105.00/hour
Environmental Technician.....	85.00/hour

ADMINISTRATIVE STAFF:

Administrative.....	65.00/hour
---------------------	------------

LEGAL:

Litigation Support and Testimony.....	300.00/hour
Litigation Administrative Support.....	130.00/hour

EXPENSES:

Mileage (>10 miles round trip)	0.60/mile
Project Related Expenses	Cost plus 20%

Total not to exceed: \$350,000.00



EXHIBIT 2

CONSULTANT'S CERTIFICATION OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/06/2021

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 have ADDITIONAL INSURED provisions or 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
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
A.G. Wassenaar, Inc.
3211 South Zuni Street
Englewood CO 80110 USA

INSURER A: Zurich American Ins Co 16535
INSURER B: American Zurich Ins Co 40142
INSURER C: Travelers Property Cas Co of America 25674
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570088725636

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:			GL0348648619	04/01/2021	04/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 3486487-19	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			ZUP51N1219121NF	04/01/2021	04/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	WC348648519	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability, Umbrella Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

Town of Castle Rock
100 N. Wilcox Street
Castle Rock CO 80104 USA

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

Aon Risk Services Central, Inc.

Holder Identifier :

570088725636

Certificate No :

