

WORK ORDER

PURSUANT TO A MASTER AGREEMENT BETWEEN
THE CITY OF FORT COLLINS
AND
L.T. ENVIRONMENTAL

WORK ORDER NUMBER: OXL Phase 2 - LTE

PROJECT TITLE: Oxbow Levee Improvement Project

ORIGINAL BID/RFP NUMBER & NAME: 8631 General Environmental Services

MASTER AGREEMENT EFFECTIVE DATE: 2/28/18

ARCHITECT/ENGINEER: Anderson Consulting Engineers

OWNER'S REPRESENTATIVE: Jason Stutzman

WORK ORDER COMMENCEMENT DATE: February 4, 2019

WORK ORDER COMPLETION DATE: June 1, 2019

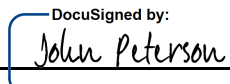
MAXIMUM FEE: (time and reimbursable direct costs): \$37,217.94

PROJECT DESCRIPTION/SCOPE OF SERVICES: Environmental mitigation management services during construction of the Oxbow Levee Improvement Project

Service Provider agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Agreement between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order (including the attached forms) the Master Agreement shall control.

The attached forms consisting of Five (5) pages are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

SERVICE PROVIDER: **L.T. Environmental Inc.**

By:  Date: 2/22/2019

Name: John Peterson Title: Chief Operating Officer



OWNER'S ACCEPTANCE & EXECUTION:

This Work Order and the attached Contract Documents are hereby accepted and incorporated herein by this reference.

ACCEPTANCE: DocuSigned by:
Jason Stutzman Date: 2/22/2019
Jason Stutzman, Project Manager

REVIEWED: DocuSigned by:
Pat Johnson Date: 2/21/2019
Pat Johnson, Senior Buyer

APPROVED AS TO FORM: N/A Date: _____
Cyril Vidergar, Senior City Atty
(if greater than \$1,000,000)

ACCEPTANCE: DocuSigned by:
Matt Fata Date: 2/22/2019
Owen Randall, Director Engineering

ACCEPTANCE: DocuSigned by:
Theresa Connor Date: 2/22/2019
Theresa Connor, Deputy Director, Utilities

ACCEPTANCE: N/A Date: _____
Kevin Gertig, Utilities Executive Director
(if greater than \$1,000,000)

ACCEPTANCE: N/A Date: _____
Gerry Paul, Purchasing Director
(if greater than \$60,000)

ACCEPTANCE: N/A Date: _____
Darin Atteberry, City Manager
(if greater than \$1,000,000)

ATTEST: N/A Date: _____
City Clerk
(if greater than \$1,000,000)

**ATTACHMENT A
WORK ORDER SCOPE OF SERVICES**



LT Environmental, Inc.

4600 West 60th Avenue
Arvada, Colorado 80003
303.433.9788

February 21, 2019

Mr. Jason Stutzman, P.E.
Stormwater Master Planning Engineer
Fort Collins Utilities
700 Wood Street
Fort Collins, Colorado

**RE: Environmental Mitigation Management Services
Oxbow Levee Improvement Project
Between Linden Street and Lincoln Avenue
Fort Collins, Colorado**

Dear Mr. Stutzman:

LT Environmental, Inc (LTE) is pleased to present this proposal to the City Fort Collins (the City) for environmental mitigation management services during the completion of the Oxbow Levee Improvement Project located north of the Poudre River between Linden Street and Lincoln Avenue in Fort Collins, Colorado (Site).

The scope of services will include training for onsite construction staff, sampling, environmental oversight during construction, and regulated asbestos-containing soil (RACS) oversight activities at the Oxbow Levee Improvement Project in Fort Collins, Colorado. These services relate to implementing interim measures designed to meet project goals outlined in the RACS management regulations and in the Beneficial Use Determination.

LTE appreciates the opportunity to provide the City with this proposal. If you have any questions or comments, feel free to contact the undersigned at 303-962-5542 or ntalocco@ltenv.com.

Sincerely,

LT ENVIRONMENTAL, INC.

A handwritten signature in black ink that reads 'R. ZERNIS'.

Ryan Zernis, P.G.
Staff Geologist

A handwritten signature in black ink that reads 'Nick Talocco'.

Nick Talocco, P.E.
Senior Engineer





Attachments:
Attachment 1 –Scope of Work and Cost Estimate Table





SCOPE OF WORK

Task 1 - Beneficial Reuse Determination:

LTE is proposing to provide environmental construction oversight for the project. LTE is proposing to perform the following in relation to Task 1 and is presented in detail of the attached Table 1:

1. The City notified LTE that the excavation company will be changing out work crews and the new crew needs to be properly trained. LTE will provide 2-hour asbestos awareness and site-specific training to the contractor staff during one training class. The training will be completed at a City of Fort Collins owned building. LTE is proposing approximately six hours to complete this portion of Task 1;
2. As requested by the City, LTE will provide through visual inspection during excavation of non-native fill material to ensure that the excavated material does not contain additional environmental contaminants beyond those approved for reuse under the BUD;
3. Verify that the non-native fill material is placed, at a minimum of three feet above the seasonally high groundwater table at the North Lemay Avenue project;
4. Verify the non-native fill material is placed as confined geotechnical backfill at the North Lemay Avenue project and properly covered with 6-inches of clean soil and stabilized;
5. Verify the proposed beneficial use meets all other local, state and federal requirements;
6. LTE is proposing 6 days for environmental oversight to complete the excavation and hauling portion of the task. LTE is proposing to observe approximately 7 of the 15 days the excavator contractor has estimated to complete the installation of rip-rap at the Oxbow Levee Improvement Project. The hours per day are estimated to be approximately 12 hours for LTE field personnel, based on previous days worked.

Task 2 - Regulated Asbestos Contaminated Soil (RACS) Determination and RACS Management

As a result of the discovery of the RACS during construction of the Oxbow Levee Improvement Project, the Colorado Department of Public Health and Environment (CDPHE) regulation for RACS management (Section 5.5, Management of Regulated Asbestos-Contaminated Soil) was required. LTE initially collected a sample of suspect RACS for analysis of asbestos content by polarized light microscopy (PLM), which was submitted to Reservoirs Environmental, Inc. in Denver, Colorado, and completed a RACS determination by a Colorado-certified asbestos Building Inspector (CABI). As a result of the confirmed RACS determination, LTE submitted notification to the CDPHE to comply with Section 5.5. In addition, LTE subcontracted with a Colorado certified General Abatement Contractor (GAC) to assist in managing and disposing of RACS. The RACS was determined by the CABI to be non-friable asbestos-containing waste as the total of friable





asbestos was less than 1 percent (%) of the total load that was manifested and disposed of at the Larimer County Landfill. Filtration of decontamination water was completed by the GAC.

This proposal includes the cost estimate of \$4,873 for time and \$8,213 for materials and other direct costs including subcontractor fees. Costs are for personnel for RACS determination, manifesting with Larimer County Landfill and with Waste Management Buffalo Ridge Landfill (as a backup should Larimer County Landfill not accept the waste), RACS management and LTE oversight, and subcontractor fees for RACS management, wastewater purifying, and decontamination activities. The time and materials related to RACS determination and management are presented under Task 2 of the attached Table 1.

Task 3 - Groundwater Sampling for CDPS Certification for Construction Dewatering

During project planning, it was determined that sampling of groundwater was going to be required for obtaining a Colorado Discharge Permit System (CDPS) General Permit for Construction Dewatering. The time and material costs to complete this sampling was previously not included in the purchase order, and therefore, these costs are included in this proposal. The time and material costs related to collecting groundwater samples are included as Task 3 on Table 1.

Schedule

LTE is including up to 13 additional days of contractor oversight to accomplish the work and ensure that material is transported and documented and 6 hours of additional time for asbestos awareness training related to Task 1. Observed and documented RACS have been removed; however, encountering additional RACS material may be possible and would need to be addressed, therefore LTE has included additional time and materials under Task 3, so to limit the need for an additional change order.

ESTIMATED BUDGET

The total estimated based on time and materials is \$37,217.94. Table 1 presents the details of these time and material costs.

SPECIFIC CONTRACT ADJUSTMENTS

Work will be completed on a time and materials basis, and subcontractor services will be paid on a unit rate basis directly by LTE and passed through to the City, with a ten percent fee added to each subcontractor invoice. The GAC selected is NorthStar Demolition and Remediation, Inc. (NorthStar), 5150 Fox Street, Denver, Colorado 80216, and the laboratory analytical contractor selected is ALS Environmental – Fort Collins (ALS), 225 Commerce Drive, Fort Collins, Colorado 80524.



**ATTACHMENT B
WORK ORDER COST DETAIL**

**TABLE 1
ESTIMATED COST
ENVIRONMENTAL MITIGATION MANAGEMENT SERVICES**

**OXBOW LEVEE IMPROVEMENT PROJECT
FORT COLLINS, COLORADO
CITY OF FORT COLLINS**

LABOR	PRINCIPAL SCI/ENG II	PROJECT SCI/ENG I	STAFF SCI/ENG I	STAFF SCI/ENG II	STAFF SCI/ENG III	CADD/ DRAFTING	CLERICAL
TASK 1 - ENVIRONMENTAL CONSTRUCTION OVERSIGHT	10		45		184		5
TASK 2 - SUMMARY REPORT							
TASK 3 - RACS MANAGEMENT	16	4	19	14	2	2	0.5
TASK 4 - GAUGE AND SAMPLE PIEZOMETER			8				0.5
TOTAL HOURS	26	4	72	14	186	2	6
RATE (\$)	\$135.00	\$105.00	\$95.00	\$85.00	\$75.00	\$70.00	\$55.00
LABOR COST	\$3,510.00	\$420.00	\$6,840.00	\$1,190.00	\$13,950.00	\$140.00	\$330.00
					LABOR SUBTOTAL:		\$26,380

OTHER DIRECT COSTS

TASK 1 - ENVIRONMENTAL CONSTRUCTION OVERSIGHT	QUANTITY	UNIT	UNIT PRICE	UNIT FEE	COST
Vehicle	17	EACH	\$110.00		\$1,870.00
Misc. Field Supplies	5	EACH	\$23.00		\$115.00
Laboratory Analytical - Asbestos Bulk Samples - PLM Analysis	6	SAMPLE	\$18.00	\$1.80	\$118.80
TASK 1 ODC SUBTOTAL:					\$2,104

TASK 3 - RACS MANAGEMENT	QUANTITY	UNIT	UNIT PRICE	UNIT FEE	COST
Subcontractor - RACS Abatement	1	UNIT	\$7,126.36	\$712.64	\$7,839.00
Vehicle	1	EACH	\$110.00		\$110.00
Materials - Anemometer	1	EACH	\$64.12	\$6.41	\$70.53
Materials - Poly Plastic Sheeting	1	EACH	\$104.87	\$10.49	\$115.36
Manifest - Waste Management - Buffalo Ridge Landfill	1	EACH	\$50.00	\$5.00	\$55.00
Miscellaneous Field Supplies	1	EACH	\$23.00		\$23.00
TASK 3 ODC SUBTOTAL:					\$8,213

TASK 4 - GAUGE AND SAMPLE PIEZOMETER	QUANTITY	UNIT	UNIT PRICE	UNIT FEE	COST
Laboratory Analytical					
SVOCs by EPA Method 8270SIM	1	SAMPLE	\$247.50	\$24.75	\$272.25
VOCs by EPA Method 8260	1	SAMPLE	\$70.00	\$7.00	\$77.00
Vehicle	1	EACH	\$110.00		\$110.00
Equipment - Water Level Indicator	1	EACH	\$25.00		\$25.00
Materials - HDPE Disposable Bailer	2	EACH	\$7.00		\$14.00
Misc. Field Supplies	1	EACH	\$23.00		\$23.00
TASK 3 ODC SUBTOTAL:					\$521

TOTAL ESTIMATED COST: \$37,217.94



**ATTACHMENT C
CERTIFICATE OF INSURANCE**

CONTRACTOR shall submit Certificate of Insurance in compliance with the Contract Documents.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2018

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 IMA, Inc. - Colorado Division 1705 17th Street Suite 100 Denver, CO 80202	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: denaccounttechs@imacorp.com																					
INSURED LT Environmental, Inc. 4600 West 60th Ave. Arvada, CO 80003	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: AXIS SURPLUS INS CO(Bonding & Ins Spec)</td> <td></td> <td style="text-align: center;">26620</td> </tr> <tr> <td>INSURER B: TRAVELERS PROP CAS CO OF AMER</td> <td></td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C: ARCH SPECIALTY INS CO</td> <td></td> <td style="text-align: center;">21199</td> </tr> <tr> <td>INSURER D: PINNACOL ASSUR</td> <td></td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER E: ZURICH AMER INS CO(Pinnacol)</td> <td></td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: AXIS SURPLUS INS CO(Bonding & Ins Spec)		26620	INSURER B: TRAVELERS PROP CAS CO OF AMER		25674	INSURER C: ARCH SPECIALTY INS CO		21199	INSURER D: PINNACOL ASSUR		41190	INSURER E: ZURICH AMER INS CO(Pinnacol)		16535	INSURER F:		
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INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 53306845

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 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 <input checked="" type="checkbox"/> BI/PD Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SP003432012018	07/01/18	07/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8103A906345	07/01/18	07/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 DED RETENTION \$			12EMX4381711	07/01/18	07/01/19	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<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	Y/N <input checked="" type="checkbox"/> N	N/A	4023969 - CO	07/01/18	07/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Contractors Pollution & Professional Liability \$10,000 Pollution Deductible			SP003432012018	07/01/18	07/01/19	Limit \$ 1,000,000 Aggregate \$ 2,000,000 Professional Ded. \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Fort Collins is included as Additional Insured on the General and Automobile Liability Policies if required by written contract or agreement subject to the policy terms and conditions. The umbrella policy is excess of the general, pollution, professional liability, automobile liability and employers liability policies.

CERTIFICATE HOLDER

CANCELLATION

City of Fort Collins 215 N. Mason Street, 2nd Floor PO Box 580 Fort Collins, CO 80522 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
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