

<p>DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO</p> <p>Court Address: 1437 Bannock Street, Room 256 Denver, CO 80202 Phone: (720) 865-8301</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiff: CITY AND COUNTY OF DENVER, a municipal Corporation of the State of Colorado,</p> <p>v.</p> <p>Defendants: TELE COMM RESOURCES, Limited Partnership, a Nevada Limited Partnership, also d/b/a TELE COMM RESOURCES, LP</p>	
<p>Attorneys for Receiver Sterling Consulting Corporation: John M. Tanner, #16233 Fairfield and Woods, P.C. 1801 California Street Suite 2600 Denver, Colorado 80202-2645 Phone: 303-894-4495 Fax: 303-830-1033 Email: jtanner@fwlaw.com</p>	<p>Case Number: 2015CV30918</p> <p>Div.: 409</p>
<p>RECEIVER'S EMERGENCY MOTION TO APPROVE LEAD CONTAMINATION ABATEMENT CONTRACT</p>	

Sterling Consulting Corporation, as receiver, by and through its attorneys, Fairfield and Woods, P.C., hereby filed this Emergency Motion to Approve Lead Contamination Abatement Contract, and as grounds therefor states as follows:

Certification pursuant to Rule 121. Undersigned counsel has conferred with the City and County of Denver, and it does not object. There is no counsel for

defendant with whom the receiver can confer.

1. The Court has previously approved the sale of the property at 601 Lipan Street. As part of that sale process, a Phase I environmental study was done. The study showed that there was possible lead contamination in the soil.

2. A requirement of closing by the buyer is that this lead contamination be abated.

3. The receiver put out for bid the task of abating the soil. The winning bid and related paperwork is attached as Exhibit 1 (the "Contract"). Included in Exhibit 1 is (a) the engineering necessary to complete the work; (b) the specialized landfill fees for dumping contaminated soil; and (c) the bid of Hudspeth for the excavation and restoration of the topsoil. The total cost of the work is \$40,875.66.

4. The abatement is highly regulated by the Colorado Department of Public Health and Environment. CDPHE has a special program for this situation called the Colorado Department of Health Voluntary Clean Up Program. The receiver receives expedited procedures and a letter absolving it and its successors-in-interest from any further liability for the contamination if it goes through the program, which it is.

5. By this emergency motion, the receiver asks the Court approve this Contract immediately (it was just received near the close of business yesterday). Closing is set for 9 days from now, and the abatement is supposed to be completed

prior to closing. The abatement cannot be completed until the Court approves the Contract.

6. For the Court's convenience, a proposed Order is submitted herewith.

WHEREFORE, Sterling Consulting Corporation, as receiver, prays that this Court approve the attached Contract to remediate the lead contamination, and grant the receiver such other and further relief as the Court deems just and proper.

Respectfully submitted this 13th day of December, 2017.

FAIRFIELD & WOODS, P.C.

Original duly signed and on file for review

By: *s/John M. Tanner*

John M. Tanner

ATTORNEYS FOR RECEIVER, STERLING
CONSULTING CORPORATION

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing was E-filed through the Colorado Court's E-filing system this 13th day of December, 2017, and E-served or sent via U.S. Mail as indicated, upon the following:

E-Served:


Jacques Alan Machol
Machol & Johannes, LLC
700 17th Street, Ste. 200
Denver, CO 80202

VIA U.S. Mail to:

Jeffrey P. Wright, GP
Tele Comm Resource LP
15 Lewis Drive
Lowman, Idaho 83637

and

Douglas Bruce
PO Box 26018
Colorado Springs, CO 80936-6018


By: s/ Sharon A. Chiecuto
Sharon A. Chiecuto

DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO Court Address: 1437 Bannock Street, Room 256 Denver, CO 80202 Phone: (720) 865-8301	<p style="text-align: center;">▲COURT USE ONLY▲</p> Case Number: 2015CV30918 Div.: 409
Plaintiff: CITY AND COUNTY OF DENVER, a municipal Corporation of the State of Colorado, v. Defendants: TELE COMM RESOURCES, Limited Partnership, a Nevada Limited Partnership, also d/b/a TELE COMM RESOURCES, LP	
PROPOSED ORDER GRANTING RECEIVER'S EMERGENCY MOTION TO APPROVE LEAD CONTAMINATION ABATEMENT CONTRACT	

THE COURT, upon the Emergency Motion to Approve Lead Contamination Abatement Contract of receiver, and being sufficiently advised in the Premises,

HEREBY ORDERS that the Motion is granted. The Lead Remediation Contract attached to the motion as Exhibit 1 is approved.

Done this ___ day of _____, 2017.

By: _____
 Jennifer Torrington
 District Court Judge



Higgins and Associates, L.L.C.

December 11, 2017

Mr. Richard Block
Sterling Consulting Corporation
As Receiver in Civil Action No. 2015CV30918
4101 East Louisiana Avenue
Denver, CO 80246

RE: Soil removal and disposal costs for Lead Impacted Soils
601 Lipan Street, Denver CO
City and County of Denver, municipal corporation of the State of Colorado V.
Tele Comm Resources, Limited Partnership, a Nevada limited Partnership,
Civil Action No. 2015CV30918, District Court, City and County of Denver, Colorado

Dear Mr. Block:

Higgins obtained bids for the removal of lead impacted soil from the above referenced property. Three companies were requested to bid the project and two bids were received. The companies providing proposals were:

- ACI Services
- Hudspeth Environmental Remediation Construction Services

Orion Environmental, Inc. declined to submit a proposal.

The scope of work was as follows:

- Excavate lead impacted soil from the north, south and west side of the two story building to the property line near the alley way to the west. The depth of the excavation ranges from 0.5 feet to 1.5 feet.
- Load and transport the lead impacted soils to Republic Services Foothills or Tower Landfill.
- Backfill and compact the excavated area with a wheel.
- Provide dust suppression during excavation.

The volume of soil to be disposed and the volume of backfill was been estimated at 375 cubic yards. Hudspeth was the low cost bidder for the project.

Higgins and Associates, LLC appreciates the opportunity to provide these services to you. Should you have any questions please contact me at 303-708-9846 or on my mobile at 720-250-8955.

Sincerely,
Higgins and Associates, LLC



Chris Higgins, C.P.G, REP
Geologist
President

Cc: Cost sheet
Hudspeth Bid



601 Lipan St
Soil Excavation Costs
Denver CO

Phase	Activity	Task	Category	Item	Unit	Unit Cost	Quantity	Subtotal	Markup	Cost
soil excavation										\$ 22,125.66
Locates										\$ 213.00
		Project Management	Labor	Project Manager	Hour	\$ 106.00	0.5	\$ 53.00		\$ 53.00
		Coordination of locates	Labor	Staff Scientist	Hour	\$ 80.00	2	\$ 160.00		\$ 160.00
Excavation and backfill of soil										\$ 8,560.00
		Project manager (coordination/waste profile)	Labor	Project manager	Hour	\$ 106.00	35	\$ 3,710.00		\$ 3,710.00
		Project scientist	Labor	Project manager	Hour	\$ 80.00	40	\$ 3,200.00		\$ 3,200.00
		analytical fees	Expense	Project manager	Hour	\$ 20.00	6	\$ 120.00		\$ 120.00
		analytical fees (additional TCLP/Lead non rush)	Expense	Project manager	Hour	\$ 60.00	22	\$ 1,320.00		\$ 1,320.00
		materials	Expense	Misc	day	\$ 15.00	5	\$ 75.00		\$ 75.00
		Travel	Expense	Miles	Miles	\$ 0.54	250	\$ 135.00		\$ 135.00
Cleanup report to CDPHE										\$ 5,028.00
		Report preparation	Labor	Project Scientist	Hour	\$ 80.00	16	\$ 1,280.00		\$ 1,280.00
		Coordination/review	Labor	Project Manager	Hour	\$ 106.00	6	\$ 636.00		\$ 636.00
		Drafting	Labor	Drafter	Hour	\$ 56.00	2	\$ 112.00		\$ 112.00
		CDPHE Review Fee (unused amount is refunded)	Expense	Fee	Lump	\$ 3,000.00	1	\$ 3,000.00		\$ 3,000.00
Landfill fees										\$ 8,324.66
		Tipping fee	Expense	waste	CY	\$ 19.00	375	\$ 7,125.00		\$ 7,125.00
		State Fee	Expense	state fee	CY	\$ 0.35	375	\$ 131.25		\$ 131.25
		Load fee surcharge	Expense	Load surcharge	LO	\$ 16.00	42	\$ 672.00		\$ 672.00
		Fuel surcharge (5% of total expense)	Fuel surcharge	5% of expense		\$ 0.05	\$7,928.25	\$ 396.41		\$ 396.41
Hudspeth										\$ 18,750.00
		Mobe/Demobe-job prep, H&S and PM	Expense	vendor	Incl					
		Excavation & loading of contaminated soil	Expense	waste	CY	\$ 36.25	375	\$ 13,593.75		\$ 13,593.75
		Transportation of contaminated soil	Expense	waste	Incl					\$ -
		Backfill materials	Expense	waste	CY	\$ 13.75	375	\$ 5,156.25		\$ 5,156.25
		Backfill & compression	Expense	waste	Incl					\$ -
		Dust suppression	Expense	waste	Incl					\$ -
GRAND TOTAL for Hudspeth										\$ 40,875.66





December 8, 2017

Sterling Consulting Corporation
ATTN: Richard Block

RE: 601 Lipan Street

SECTION I – INTRODUCTION

Founded in 1999, Hudspeth and Associates, Inc. (Hudspeth) is a certified small business specializing in general construction, civil site services, demolition, dismantlement and environmental services. Due to our “turnkey” specialty, Hudspeth has enjoyed steady annual revenue increases over the last 16 years ultimately transforming us into a leader in our industry.

1.1 PROPOSED SERVICES

According to the provided email dated 11/17/2017, Hudspeth has drafted this proposal specifying the work rendered as remediation of lead soil.

SECTION II – PRICING

Total cost for the proposed base scope of work: **Thirty-six dollars and twenty-five cents per cubic yard (\$36.25/cu. Yard), Thirteen dollars and seventy-five cents per CY on backfill (\$13.75/CY)**

2.1 COST BREAKOUT:

#	DESCRIPTION	PRICING
1	Cubic Yard of Soil – minimum of 150 cubic yards	\$36.25
2	Backfill – minimum of 150 cubic yards	\$13.75
Grand Total		TBD

SECTION III – SCHEDULE

This section depicts the schedule in which Hudspeth has accepted from the given scope of work and specifications quoted for each of the work items listed in the RFP.

3.1 SCHEDULE

The table below displays a listed schedule broken down by allotted days worked and description. The project is scheduled to take approximately **1-2 days**. The schedule breakdown is as follows:

DAYS	DESCRIPTION
1	Mobilize, excavate, load and transport 150 cubic yards of non-hazardous soils to Republic services, and demobilize

TOTAL:	1-2 days
---------------	----------

SECTION IV – SCOPE OF WORK

This section depicts the general assumptions and exclusions in which Hudspeth has accepted from the given scope of work and specifications quoted for each of the work items listed in the RFP:

4.1 SCOPE OF WORK – GENERAL ASSUMPTIONS

The table below displays the scope of work general assumptions based specifically on the RFP provided:

#	DESCRIPTION
1	There is a minimum of 150 cubic yards of lead soil at the site.
2	Hudspeth did not verify the quantities or perform a pre-bid intrusive evaluation of the hazards or disposition of the soil and will rely on information from Higgins.
3	Easy access to the site and side or end dump trucks will be used to transport the soil.
4	No overhead power lines in the way to load-out
5	Traffic Control is not required
6	No work in the ROW.
7	Hudspeth will track number of yards per manifest (18CY)

4.2 SCOPE OF WORK – GENERAL EXCLUSIONS

The table below displays the scope of work general exclusions based specifically on the RFP provided:

#	DESCRIPTION
1	Utility relocation or excavation near or around utilities
2	No lining required
3	Hazardous soil or materials
4	Site fencing or screens
5	Rock Excavation
6	Compaction / Testing

SECTION V – SAFETY COMMITMENT

5.1 OVERVIEW OF SAFETY PROGRAM

Hudspeth safety culture begins with an expectation of continuous improvement in safety performance. This commitment underlines an error-free project execution through intelligent planning, proactive

evaluation of hazards and prevention of injuries, illnesses, property damage, spills, community/environmental impacts, or near miss incidents that could have resulted in these occurrences under different conditions. Management commitment at all levels establishes the priority for safety during the planning and execution process and by individual effort. Hudspeth believes that all incidents are preventable.

5.2 HUDSPETH'S PROACTIVE APPROACH METHOD

Our proactive approach to safety can be seen in the diagram below:



Hudspeth employees are proficient in a behavior-based safety program that proactively manages risk in the field. Every employee and partner has the ability and authority to stop work without repercussions in the event an unsafe condition exists. We mandate formal and frequent daily communication between crews and the site safety officer to ensure all workers are empowered to address and respond to safety concerns. This promotes a safety culture where each employee is recognized, rewarded and groomed to be a leader. These behavior based principles provide the framework for integrating our safety culture and values in the execution of our work.

SECTION VI – CLOSING

Hudspeth would like to thank Higgins and Associates, Inc. for the opportunity to bid on this project. If you have any questions or require further information regarding this project, please call us at (303) 791-5562.

Sincerely,
Hudspeth

Robert Levitt
President