



CITY OF GRAND JUNCTION, COLORADO

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CONTRACT

This CONTRACT made and entered into this 4<sup>th</sup> day of April, 2022 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Asbestos Professionals, LLC hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner's representative, Grand River Environmental (GRE) advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Asbestos Abatement for Old Fire Station #3 5050-22-DH.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
b. Owner's Representative Solicitation Documents for the Project; Asbestos Abatement for Old Fire Station #3;
c. Contractors Response to the Solicitation
d. Work Change Requests (directing that changed work be performed);

- e. Field Orders
- f. Change Orders.

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation.

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Ninety-Two Thousand and 00/100 Dollars (\$92,000.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council Board of Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or

consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

**Bonds:** The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

**Contract Binding:** The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

**Severability:** If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr., Contract Administrator - City of Grand Junction 4/5/2022  
9F789E7D66F14BC... Date

**Asbestos Professionals, LLC**

DocuSigned by:  
By: Jerry Peters 4/5/2022  
ADAD2EC703F47F... Date  
Jerry Peters - Asbestos Professionals, LLC

## **Asbestos Abatement Project Design**

**Grand Junction Fire Department  
Fire Station # 3  
582 25 ½ Road  
Grand Junction, Colorado**



# ASBESTOS ABATEMENT PROJECT DESIGN

## GRAND JUNCTION FIRE DEPARTMENT FIRE STATION # 3 582 25 ½ ROAD GRAND JUNCTION, COLORADO

March 10, 2022

Prepared for: Mr. James Stavast  
Facilities Supervisor  
City of Grand Junction

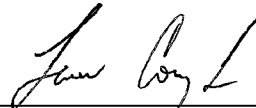
Prepared by:



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Travis Brophy, APCD #13477  
Certified Asbestos Inspector/Project Designer

Reviewed by:



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Faron Compton, APCD # 4166  
Certified Asbestos Inspector/Project Designer

*Prepared by*  
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## ACRONYMS AND ABBREVIATIONS

ACM	asbestos-containing materials
AHERA	Asbestos Hazard Emergency Response Act
AMS	air-monitoring specialist
CDPHE	Colorado Department of Public Health and Environment
Contractor	Contractor awarded the bid; also referred to as GAC
EPA	Environmental Protection Agency
GAC	General Abatement Contractor
GC	General Contractor
GRE	Grande River Environmental, LLC
HEPA	high-efficiency particulate air
OSHA	Occupational Safety and Health Administration
Owner	City of Grand Junction
PCM	phase-contrast microscopy



# **ASBESTOS ABATEMENT PROJECT DESIGN**

## **GRAND JUNCTION FIRE DEPARTMENT FIRE STATION # 3 582 25 ½ ROAD GRAND JUNCTION, COLORADO**

### **1 INTRODUCTION**

Grande River Environmental, LLC (GRE) was contracted by the City of Grand Junction (Owner) to prepare this Project Design document for the abatement of asbestos-containing materials (ACM) from Grand Junction Fire Department, Station # 3 located at 582 25 ½ Road in Grand Junction, Colorado. The purpose of these specifications is to provide details regarding the location and extent of identified ACMs, removal methods, and regulatory requirements for asbestos abatement. ACMs were identified during building inspections conducted by GRE. The structure is scheduled for demolition; therefore, all ACMs that will be disturbed must be removed from the building.

### **2 REGULATORY CONSIDERATIONS**

Personnel abating ACM must be certified by the Environmental Protection Agency (EPA) and the Colorado Department of Public Health and Environment (CDPHE). The Contractor shall assume full responsibility and liability for complying with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to abatement activities. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Occupational Safety and Health Administration (OSHA) regulations. The Contractor shall hold the Owner and GRE harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of the Contractor, the Contractor's employees, or subcontractors. Where conflict between the regulations and this Project Design document exists, the most stringent requirements shall be followed.





### 3 SCOPE OF WORK

Various ACMs were identified in the structure. Descriptions and locations of each of the materials are presented in Table 1 and the locations are shown on Figures 1 through 5.

**TABLE 1 - MATERIALS SCHEDULED FOR ABATEMENT**

<b>Material Description</b>	<b>Location/ Comments</b>	<b>Approximate Amount</b>
Drywall with Joint Compound and Texture and Associated Overspray	Throughout structure on interior walls and ceiling.	11,850 SF
Floor Tiles and Mastic	Laundry room, locker area, wash area, and southwest storage area installed on concrete.	335 SF
Mastic	North living quarters, kitchen, living room, and southwest rooms. Mastic is installed on concrete and is present under carpet or ceramic tile.	2,300 SF
Window Glazing	Southwest windows of equipment bay.8	4 Units

NOTES: SF = Square Feet

LF = Linear Feet

The Contractor shall be responsible for the removal of all materials necessary to facilitate abatement. Materials potentially contaminated with asbestos (e.g. – insulation, etc.) shall be disposed as asbestos waste. A summary of the removal requirements is presented below.

#### FRIABLE ACM REMOVAL

The textured drywall system, floor tiles, and mastic must be removed within a single, contiguous full containment under negative air pressure of at least 0.02 inches of water. The abated space will be subjected to final visual inspection and aggressive clearance air monitoring for phase-contrast microcopy (PCM) analysis. All removed materials and debris generated during removal shall be properly packaged, labeled, and disposed of as asbestos waste.

During abatement of the drywall system all ACM floor tiles and mastic within the containment must be covered with a minimum of one layer of 6 mil polyethene sheeting. After the drywall is properly removed abatement on the floor tiles and mastic can begin.

#### WINDOW GLAZING

Window glazing that is non-friable (as determined by the GRE asbestos inspector) and will remain non-friable during removal operations, may be removed using minimal engineering controls in accordance with Section III.S.2 or III.S.4 of Regulation No. 8 and the requirements specified in this document. Window removal areas will be subjected to final visual inspection by GRE. All removed materials and debris generated during removal shall be properly packaged, labeled, and disposed of as asbestos waste.



A GRE air-monitoring specialist (AMS) certified by EPA and CDPHE will conduct a final visual inspection and clearance air monitoring at the conclusion of abatement activities in each work area where ACMs were removed. The Contractor shall contact the AMS a minimum of 24 hours prior to the final visual inspection. Clearance air monitoring will be completed immediately following the final visual inspection. The Contractor may not use encapsulant to achieve clearance. In the event that the AMS arrives on-site at the request of the Contractor and the area is identified to require extensive additional cleaning, the cost of the additional time required for the AMS will be reduced from the contract amount by the Owner to compensate the AMS. **A minimum of 5 samples and 2 blanks will be collected from each work area and will be analyzed by PCM analysis.**

The approximate work area configurations and sizing information are shown on Figures 1 through 5 in Appendix A. Drawings are diagrammatic in nature and are not completely descriptive of the requirements of abatement nor are their accuracy guaranteed. Quantities listed on the drawings are approximate and are for general information only; therefore, the Contractor is responsible for verifying actual site conditions and material quantities. Variance from these quantities shall not be justification for a revision of the contract amount. By submitting a bid, the Contractor acknowledges that he has investigated and is satisfied with:

- A. The conditions affecting the work, including but not limited to, physical conditions which otherwise may affect performance of required activities.
- B. The character and quantity of all material to be removed.
- C. Project scheduling, coordination, and all other aspects of implementing the project.

#### **4 SPECIAL CONSIDERATIONS**

The following special considerations shall be followed by the abatement contractor during removal activities.

- A. Notices shall be provided to the CDPHE for each structure prior to beginning abatement operations. Any project that will require the removal of more than 260 linear feet, 160 square feet, or the volume equivalent to a 55-gallon drum of friable ACM will require a permit from the CDPHE.
- B. The guidelines specified in Colorado Regulation No. 8 shall be followed by the Contractor. In addition to this requirement, the Contractor shall also comply with other requirements specified in EPA, OSHA, state, and local requirements and regulations.
- C. The Contractor shall comply with the abatement sequence specified in Section III.H and Section IV of Regulation No. 8.
- D. Electricity, water, and sanitary sewer will be available for contractor use at the facility.



E. The Site will be an active construction project; therefore, the Contractor agrees and is notified that demolition activities will be on-going at the site, and it is the responsibility of the Contractor to coordinate final cleaning and clearance monitoring events with the General Contractor, GRE, and all other applicable tradesmen actively working at the Site.

F. All makeup air for the work area shall be directed through the waste loadout and decontamination unit. Negative air machines shall be installed in the work area in an arrangement to maximize the airflow in each work area.

G. The movement and handling of all movable objects and surfaces within specified areas are within the scope of work. All porous materials, including but not limited to: fiberglass insulation, loose drywall, carpet, and loose porous wood shall be removed and disposed as asbestos-containing waste or decontaminated and isolated from the work area using critical barriers. All loose non-porous materials including, but not limited to: metal, glass, non-porous wood and plastic shall be decontaminated and removed from the area or isolated from work procedures. The Owner shall designate an area for storage of these non-porous materials (e.g. room or dumpster).

H. Exhaust filtration machines shall be ducted to exterior sides of the building in an inconspicuous manner. Filtration machines will not be exhausted to the interior of the buildings.

I. The use of protective equipment including respirators, boots, hoods, and gloves (such as leather, latex, or nitrile) in compliance with applicable regulations is mandatory at all times.

J. Provide temporary "hard walls" where the enclosure(s) or staging area(s) will be exposed to publicly-accessible areas. Where no permanent walls exist, the Contractor shall construct walls with metal or wood studs covered with one layer of 1/2" plywood on the side facing the public.

K. No items, equipment, tools, or elements of construction other than ACM waste shall be removed or disposed of without prior written permission from the Owner.

L. The Contractor is responsible for removing fixtures, fixed objects, structural enclosures (walls, ceilings, chases, etc), equipment and related components, and other items that may be required to facilitate abatement activities (i.e. installation of exhaust, access to ACM, etc.).

N. Polyethylene sheeting shall be affixed in a manner that will ensure it will remain in position throughout the length of the project. Any tears in the polyethylene sheeting shall be immediately repaired. The Contractor shall inspect spaces adjacent to the containment and shall seal any visible penetrations leading to the containment area.

O. Where specified or authorized by the Owner, (if due to project limited staging area, limited scope of work, etc.), follow CDPHE requirements, by separating the Clean Room, Shower Room, and Equipment Room using sheet plastic flapped doorways.



For purposes of compliance with CDPHE regulations, CDPHE interprets an air-lock to mean a space or flapped doorway. Flapped doorways may be treated as an air-lock, resulting in true 3-chambered decontamination units.

P. The Owner will not attempt to enforce compliance with the specifications or applicable federal, state, or local regulations; however, the Owner reserves the right to stop asbestos abatement work when observed work practices are not in compliance with such laws, regulations, and requirements. Safety of the project area for the protection of the Contractor, the Owner, and the general public is the sole responsibility of the Contractor. The Contractor is solely responsible for evaluating compliance with all applicable laws and regulations.

Q. Staging areas for equipment and personnel will be determined by the Owner. Security for any equipment and/or trucks left onsite is the responsibility of the Contractor. The Owner and Consultant will not be responsible for theft or vandalism of Contractor's equipment.

R. The quantities identified herein are approximate. The Contractor is responsible for verifying material quantities and site conditions. Variance from these quantities shall not be justification for a revision of the contract amount.

S. Final visual inspection and clearance air monitoring will be conducted by GRE on Monday through Friday from 8:00 am to 2:00 pm. Inspection and monitoring activities will not be started later than 2:00 pm and must be able to be completed by 6:00 pm otherwise activities will be delayed to the next available weekday.

## **5 WORK PROCEDURES**

All materials which require removal within a full containment are outlined in the procedures specified in Regulation No.8 and Section 5.1 of this document.

### **5.1 Asbestos Abatement Procedures – Full Containment**

The following sequence of abatement activities shall be followed during removal operations that are required to be completed within a full containment in the order listed below unless a variance request is approved by the CDPHE and GRE and a copy of the approval is provided to the Owner. Work must be completed in accordance with all applicable federal, state, and local rules and regulations. In the event that there is a conflict in regulatory requirements and these specifications, the Contractor shall comply with the most stringent standard.

A. Install Critical Barriers – Critical barriers shall be installed over all openings between the work area and clean area to isolate the work area from the remainder of the structure. Critical barriers shall include 6-mil polyethylene sheeting affixed on all sides with spray glue and duct tape.



B. Establish Negative Pressure – Negative air machines equipped with high-efficiency particulate air (HEPA) filters shall be installed into the work area. The number of negative-air machines installed shall be sufficient to maintain a pressure differential of negative 0.02 inches of water and complete four air changes per hour. The units shall be exhausted to the exterior of the building and air flow direction shall be directed from outside the work area to the inside of the work area.

C. Construct the Decontamination Unit – A decontamination unit shall be constructed to include a clean room, shower, and equipment room leading into the work area. All personnel entering or exiting the work area shall do so through the decontamination unit.

D. Pre-Clean Surfaces – All surfaces inside the work area shall be pre-cleaned utilizing HEPA vacuuming and wet wiping methods. Collected dust and debris and cleaning supplies shall be disposed as asbestos waste.

E. Covering Fixed Objects – All fixed objects shall be covered with a minimum of 1 layer of 6-mil polyethylene sheeting.

F. Containment Construction – Floors shall be covered (where appropriate) with a minimum of 2 layers of 6-mil polyethylene sheeting. Floor sheeting shall extend up sidewalls at least 12 inches and be sized to minimize seams, with no seams located along the wall/ floor intersection. Walls shall be covered (where appropriate) with sheeting that shall consist of 2 layers of 4-mil or thicker polyethylene sheeting. Wall sheeting shall extend beyond wall/floor, wall/ceiling, and wall/wall intersections at least 12 inches and shall be sized and oriented to minimize seams. Ceilings shall be covered (where appropriate) with 1 layer of 4-mil or thicker polyethylene sheeting. Ceiling sheeting shall extend beyond the wall/ceiling intersection at least 12 inches and shall be sized to minimize seams. The containment will also be equipped with at least 1 12"x12" view port and a waste load-out area. The view port shall be installed in a location to maximize the viewing area inside each work area. The waste load-out unit shall be constructed separate from the decontamination unit and shall be used as a temporary storage area for bagged waste and as a port for transferring waste to the transport vehicle.

G. Conduct Abatement – Removal of the specified materials will include the use of wet methods, HEPA vacuuming, and wet wiping. Airless sprayers shall be used to apply amended water to all ACM before removal is attempted. All waste shall be kept adequately wet with amended water until bagged for disposal. Surfactants must be a commercially available product specifically designed to be mixed with water for use in wetting of ACM. Removed materials shall be immediately placed into 6-mil polyethylene bags after removal. Bags shall be immediately sealed when full. Waste shall be periodically transported out of the work area into the transport vehicle through the waste load-out. Prior to removing the waste from the work area, the waste shall be sealed in 2 layers of 6-mil polyethylene sheeting or bags and appropriate labels shall be affixed to the bags.



H. Conduct Final Visual Inspection – The final visual inspection shall be completed by a GRE certified AMS. The inspection shall be completed with only critical barriers remaining in place to determine whether all dust and debris has been removed from the work area and from behind critical barriers. Any carpeting present in the work area will be exposed during the final visual inspection.

I. Final Clearance Air Monitoring – At the conclusion of the final visual inspection, the GRE AMS will conduct final clearance air monitoring. Monitoring will be completed aggressively using box fans and a leaf blower to create a turbulent atmosphere inside the work area. A minimum of 5 samples and 2 blanks will be collected from the interior of each work area for a PCM clearance. Samples will be analyzed by an accredited laboratory and results will be compared to the clearance standard of 0.01 fibers per cubic centimeter (f/cc).

J. Containment Tear-Down – The containment will be dismantled upon receipt of sample results indicating that airborne asbestos concentrations are below the clearance standard.

K. If clearance air samples exceed the clearance standard, the Contractor shall at his own expense re-clean the area and the Owner shall deduct the cost of the additional clearance samples from the final contract payment for reimbursement to GRE.

## **5.2 Asbestos Abatement Procedures – Secondary Containment**

In accordance with Regulation No. 8 Section III.V, the following sequence of abatement activities shall be followed at a minimum during removal operations completed within a secondary containment in the order listed below unless a variance request is approved by the CDPHE and a copy of the approval is provided to the Owner. Work must be completed in accordance with all applicable federal, state, and local rules and regulations. In the event that there is a conflict in regulatory requirements and these specifications, the contractor shall comply with the most stringent standard. In the event that the materials cannot be removed using component removal or glovebag techniques, the requirements outlined in Section 5.1 shall be followed.

A. Construct the Secondary Containment – A secondary containment shall be constructed of 6-mil polyethylene sheeting in a manner to completely surround the material to be abated and isolate the work area from the rest of the structure. The polyethylene sheeting shall be installed to create walls surrounding the entire work area with a polyethylene floor and ceiling. Each secondary containment shall be equipped with a minimum of one chamber that will be used for personnel decontamination, ingress/egress, and waste load-out. The chamber will be equipped with triple-flapped, weighted, self-sealing doors on each side.



B. Establish Negative Pressure – Negative air machines equipped with high-efficiency particulate air (HEPA) filters shall be installed into the work area. The number of negative-air machines installed shall be sufficient to maintain a negative pressure differential and complete four air changes per hour. The units shall be exhausted to the exterior of the building and air flow direction shall be directed from outside the work area to the inside of the work area.

C. Pre-Clean Surfaces – All surfaces inside the work area shall be pre-cleaned utilizing HEPA vacuuming and wet wiping methods. Collected dust and debris and cleaning supplies shall be disposed as asbestos waste.

D. Covering Fixed Objects – All fixed objects shall be covered with a minimum of one layer of 6-mil polyethylene sheeting.

E. Preparing for Removal – The material intended for abatement shall be completely enclosed by the glovebag. Glovebags shall be constructed of 6-mil polyethylene sheeting at a minimum, be seamless at the bottom, may only be used once, and will not be used on surfaces that will exceed 150° Fahrenheit. Glovebag operations shall be completed as specified in Regulation No. 8 Section III.V.1. Alternatively in situations where component removal has been authorized by the Owner, the material shall be adequately wetted and sealed with 6-mil polyethylene sheeting. Component removal operations shall be completed as specified in Regulation No. 8 Section III.V.2.

F. Conduct Abatement – The abatement shall include removal of asbestos-containing materials using component or glovebag removal techniques in conjunction with wet methods, HEPA vacuuming, and wet wiping. Airless sprayers shall be used to apply amended water to all ACM before removal is attempted. All waste shall be kept adequately wet with amended water until bagged for disposal. Surfactants must be a commercially available product specifically designed to be mixed with water for use in wetting of ACM. Waste shall be periodically transported out of the work area into the transport vehicle through the waste load-out. Prior to removing the waste from the work area, the waste shall be sealed in two layer of 6-mil polyethylene sheeting or bags and appropriate labels shall be affixed to the bags.

G. Conduct Final Visual Inspection – The final visual inspection shall be completed by a CDPHE certified AMS independent of the abatement contractor. The inspection shall be completed with the secondary containment remaining in place to determine whether all dust and debris has been removed from the work area.

H. Final Clearance Air Monitoring – At the conclusion of the final visual inspection, the AMS will conduct final clearance air monitoring. Monitoring will be completed aggressively using box fans and a leaf blower to create a turbulent atmosphere inside the work area. A minimum of 5 samples and 2 blanks will be collected from the interior of each work area for a PCM clearance. Samples will be analyzed by an accredited laboratory. Results will be compared to the clearance standard of 0.01 f/cc for PCM clearance.



I. Containment Tear-Down – The secondary containment will be dismantled upon receipt of sample results indicating that airborne asbestos concentrations are below the clearance standard.

J. If clearance air samples exceed the clearance standard, the Contractor shall at his own expense re-clean the area and the Owner shall deduct the cost of the additional clearance samples from the final contract payment.

### 5.3 Asbestos Abatement Procedures – Window Glazing

In accordance with Section III.S.4 of Regulation No. 8, window units with asbestos-containing glazing may be removed with minimal engineering controls so long as the units are removed intact with minimal disturbance of the glazing. In the event that the material cannot be removed in a substantially intact manner, the material must be removed within a full containment in accordance with Section 5.1. A summary of the work procedures for the removal operations are presented below.

A. Preparation – The following steps shall be completed prior to beginning removal activities.

1. Remove all objects from the work area that may hinder removal.
2. Install drop clothes below the removal area.
3. Install 6-mil polyethylene critical barrier between the window unit and the interior of the building.

B. Removal – The following activities shall be completed during removal. The window units shall be removed in an intact condition with minimal breakage.

1. Thoroughly cover the glazing with spray glue and duct tape to ensure the material remains adhered to the window unit and minimize the potential of falling debris.
2. Continuously wet the work area to minimize any dust emissions during removal.
3. Remove the unit utilizing hand removal techniques. No sawing or grinding of the glazing will be allowed.
4. Without dropping the unit, place the material into a 6-mil polyethylene bag or wrap the unit in 6-mil polyethylene sheeting.
5. Carefully wet and scrape residual caulking from the opening using hand removal techniques. Place the material into a 6-mil polyethylene bag. **To ensure proper fit and positioning of new window units, special care shall be taken not to damage the remaining brick and plaster finished surfaces that will accept placement of the new window units.**
6. Prior to removing the waste from the work area, the waste container shall be sealed and appropriate labels shall be affixed to the package.

C. Final Cleaning – Upon completion of the removal activities, collect all remaining dust and debris present in the work area using HEPA vacuuming and wet wiping procedures. Collected dust and debris and cleaning supplies shall be disposed as asbestos waste. Drop cloths shall be disposed as asbestos waste.





D. Conduct Final Visual Inspection – The final visual inspection shall be completed by a GRE air-monitoring specialist (AMS) certified by the CDPHE. The inspection shall be completed to determine whether all dust and debris has been removed from the work area and the material has been adequately removed. The Contractor shall provide the means for the AMS to conduct the inspection including access to lifts and proper safety equipment.

#### **5.4 Full and Secondary Containment Clearance Procedures**

Upon completion of the abatement action in areas where removal was completed within a full or secondary containment, a pre-clearance inspection and clearance air-monitoring will be completed. The inspection and sampling will be conducted by a certified AMS. To determine if airborne asbestos concentrations have been reduced to below the maximum allowable asbestos level, the AMS will obtain samples and have them analyzed in accordance with EPA and Colorado regulations.

##### **5.4.1 Pre-Clearance Inspection**

Following the completion of clean-up operations, the Contractor shall notify the AMS that the work area is ready for clearance air-monitoring with 24 hours notice. At the conclusion of the abatement action and with only critical barriers still in place, the AMS will visually inspect the work area and determine whether all dust and debris has been removed. When critical barriers are removed for inspection purposes, the area behind the critical barrier shall be cleaned and the critical barrier immediately replaced by the Contractor. In the event that the AMS identifies areas requiring additional cleaning, the Contractor shall re-clean the area at no expense to the Owner.

##### **5.4.2 Clearance Air Monitoring**

The AMS shall collect air samples using aggressive techniques as described in 40 CFR Part 763 Appendix A of Subpart E using a leaf blower and box fans to suspend dust and keep the work area atmosphere in a turbulent state. Workers performing the aggressive sampling procedures will remain in appropriate protective clothing and respirators at all times. Stationary fans shall be placed in locations where they will not interfere with air monitoring equipment. Fans shall be directed towards abated surfaces. One fan shall be used for each 10,000 cubic feet of work space. All surfaces in the workspace will be swept with the leaf blower. In accordance with Asbestos Hazard Emergency Response Act (AHERA) and Regulation No. 8, a minimum of 5 samples and 2 blanks will be collected from each work area and analyzed by PCM analysis.

**Samples will be analyzed by a certified laboratory.** The contractor will allow 48 hours for sample collection and reporting of results by the AMS. The initial sampling will be conducted at the expense of the Owner. Sample results will be compared to the PCM clearance standard of 0.01 f/cc.



## **6 SCHEDULE**

A summary of the project schedule is provided below:

Contract Documents Available:	March 10, 2022
Mandatory Contractor Site Inspection:	March 15, 2022 @ 1:30 p.m.
Questions Due Date:	March 18, 2022 by 5:00 p.m.
Answers Issued:	March 21, 2022
Contractors Bid Due Date:	March 23, 2022 by 2:00 p.m.
Anticipated Contract Selection:	March 19, 2022
Asbestos Removal – Begin:	June 6, 2022
Asbestos Removal – Complete:	July 1, 2022



## 7 SUBMITTALS

The following submittals shall be required at the specified intervals. Required submittals shall be submitted to the Owner and copies shall be submitted to the Owner's Representative. Contact information for providing submittals is listed below.

### **Bidder Information**

#### **(Due with Submittal of Bids)**

Bid Form  
General Abatement Certificate  
Insurance Certificate(s)

### **On-Site Documents**

#### **(Available for Review during Removal)**

Respiratory Protection Program  
Hazard Communication Program  
Medical Response Program  
Labor Postings

### **Pre-Start Submittals**

#### **(Due upon Award of Contract)**

Proposed Disposal Facility Information  
List of Personnel with Certifications

### **Contract Closeout**

#### **(Due Two Weeks after Completion)**

Disposal Manifests  
Summary of Change Orders  
Daily Logs  
Daily Entry/ Exit Sign-in Sheets  
Visitor Documentation Forms  
24-hour Manometer Chart  
OSHA Air Monitoring Results  
Accident Reports

### **OWNER'S REPRESENTATIVE:**

Mr. James Stavast  
Facilities Supervisor  
City of Grand Junction  
[jimst@gjcity.org](mailto:jimst@gjcity.org)

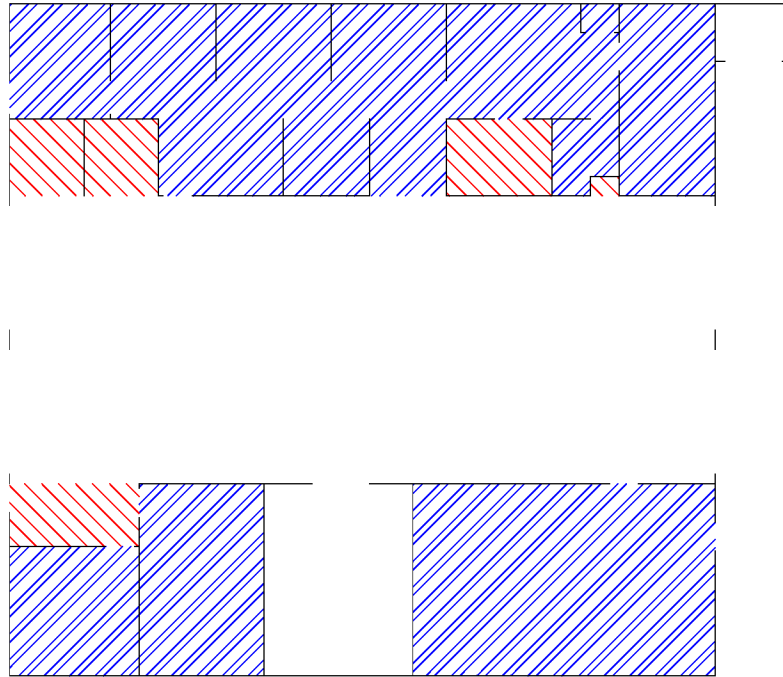
### **PROJECT CONSULTANT:**

Mr. Travis Brophy  
Project Manager  
Grande River Environmental, LLC  
759 Horizon Drive, Suite H  
Grand Junction, CO 81506  
(970) 433-4133 phone  
[travisb@granderiverenv.com](mailto:travisb@granderiverenv.com)





# **APPENDIX A**

## **FIGURES**



### Explanation

-  ACM Mastic
-  ACM Floor Tile with Mastic

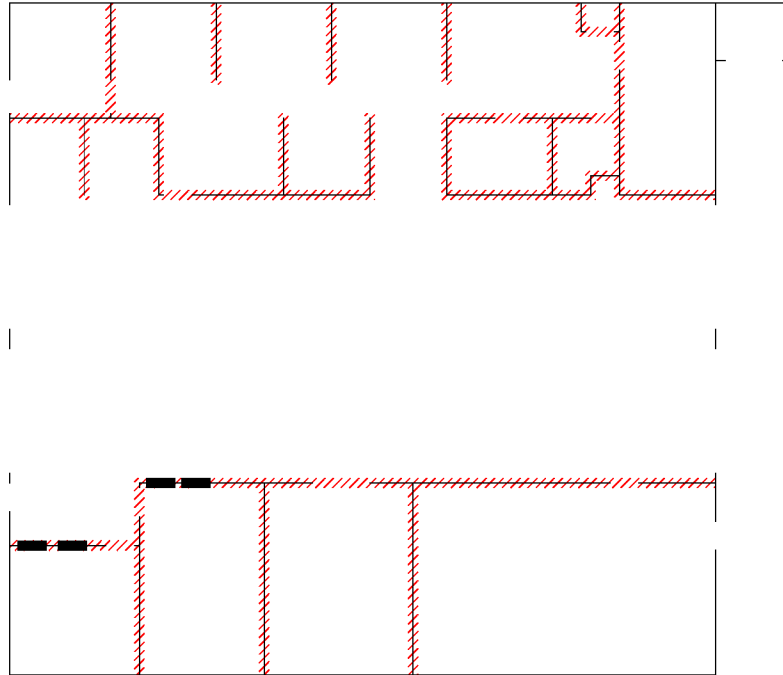


0 20 Feet  
Approximate Scale


GRANDE RIVER ENVIRONMENTAL, LLC  
ACM Location Map  
Grand Junction Fire Department  
Station #3 - Floors  
582 25 1/2 Road  
Grand Junction, Colorado


Date: March 2022

Figure 1



## Explanation

 Drywall with Joint Compound and Texture

 Windows with ACM Glazing



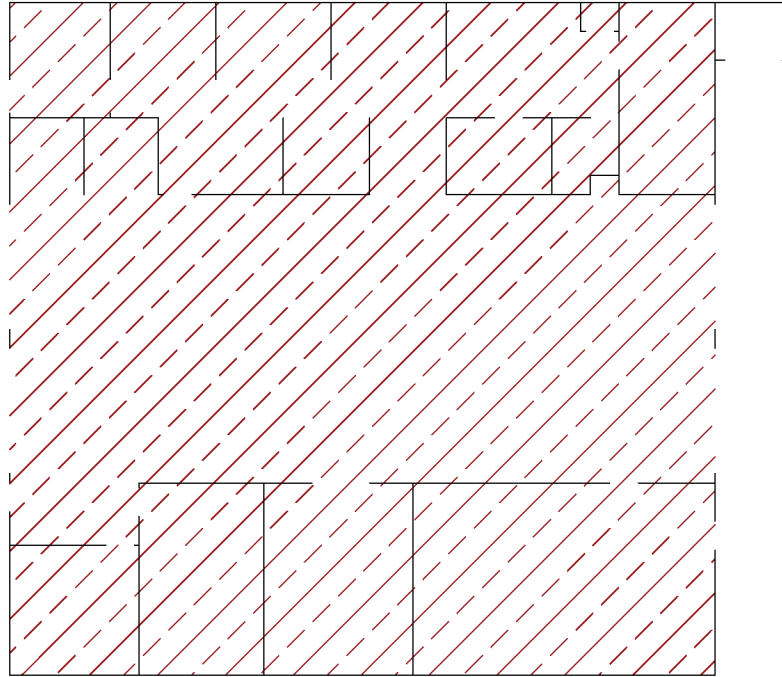
0 20 Feet  
Approximate Scale

GRANDE RIVER ENVIRONMENTAL, LLC


ACM Location Map  
Grand Junction Fire Department  
Station #3 - Walls  
582 25 1/2 Road  
Grand Junction, Colorado

Date: March 2022

Figure 2



### Explanation

 Drywall with Joint Compound and Texture



0 20 Feet  
Approximate Scale

GRANDE RIVER ENVIRONMENTAL, LLC




ACM Location Map  
Grand Junction Fire Department  
Station #3 - Ceilings  
582 25 1/2 Road  
Grand Junction, Colorado

Date: March 2022

Figure 3



### Explanation

-  Direction of Air Flow
-  Negative Air Machine
-  Containment Boundary



0 20 Feet  
Approximate Scale

GRANDE RIVER ENVIRONMENTAL, LLC  
 Containment Configuration Map  
 Grand Junction Fire Department  
 Station #3  
 582 25 1/2 Road  
 Grand Junction, Colorado

Date: March 2022

Figure 4



SIZING AND SPECIFICATIONS FOR FULL CONTAINMENT

Containment Area	5,407 sq. ft.
Average Ceiling Height	12 ft.
Volume of Work Area	64,884 cu. ft.
Average CFM/ Machine	1,500 cfm
Air Changes per Hour	4
Machine Calculations	3
Contingency Factor	
(1 or 25%; whichever is greater)	2
Total Negative Air Machines	5

Asbestos containing drywall with joint compound and texture, floor tile, mastic, window glazing, and air handler caulking are present in the building. The drywall with joint compound and texture, floor tile, mastic, window glazing, and air handler caulking will be removed within a single contiguous modified full containment under a minimum negative pressure of 0.020 inches of water. All removal operations must be completed in accordance with the relevant regulatory requirements and the design document.

A decontamination unit and a separate waste load-out unit for equipment shall be constructed onto the containment to provide ingress and egress as required by Regulation No. 8. A direct dumpster load-out may be utilized to expedite waste handling activities; however, the load-out must be constructed in accordance with current industry standards and practices. Negative air machines must be arranged to maximize air flow throughout the entire work area. All removed materials must be properly packaged, labeled, and disposed as asbestos waste.

Explanation

GRANDE RIVER ENVIRONMENTAL, LLC  
 Containment Verbiage  
 Grand Junction Fire Department  
 Station #3  
 582 25 ½ Road  
 Grand Junction, Colorado

Date: March 2022

Figure 5



**APPENDIX B**

**INSTRUCTIONS TO BIDDERS**

**BID FORM**



## **INSTRUCTIONS TO BIDDERS**

**Grand Junction Fire Department  
Fire Station # 3  
582 25 ½ Road  
Grand Junction, Colorado**

1. **RECEIPT AND OPENING OF BIDS:** The signed and completed bid form shall be submitted electronically referencing the following project information:

Project: Asbestos Removal – Fire Station # 3

Bid by: (Name/Address of Bidder)

Date/Time of Opening: March 23, 2022 @ 2:00 pm Mountain Time

Electronic bids must be sent to the following:

[jimst@gjcity.org](mailto:jimst@gjcity.org)

[travisb@granderiverenv.com](mailto:travisb@granderiverenv.com)

[jakeh@granderiverenv.com](mailto:jakeh@granderiverenv.com)

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid received after the time and date specified shall not be considered. A bidder may not withdraw a bid within 60 days after the actual date of bid opening.

2. **PREPARATION OF BID:** Bidders are required to use the bid form contained herein. All blank spaces must be filled in with ink or typewriter; prices shall be in both words and figures, the written words shall govern. The bid shall not be modified or conditioned in any manner. The bid should contain the following information in the following order:
  1. Bid Form
  2. Copy of Colorado GAC License
  3. Certificate of Insurance on standard ACORD document



The following schedule outlines the pertinent dates for the project bidding:

Contract Documents Available:	March 10, 2022
Mandatory Contractor Site Inspection:	March 15, 2022 @ 1:30 p.m.
Questions Due Date:	March 18, 2022 by 5:00 p.m.
Answers Issued:	March 21, 2022
Contractors Bid Due Date:	March 23, 2022 by 2:00 p.m.
Anticipated Contract Selection:	March 31, 2022
Asbestos Removal – Begin:	June 6, 2022
Asbestos Removal – Complete:	July 1, 2022

3. **SIGNATURES:** If the bidder is doing business as a corporation, the bid shall be signed by the President or Vice President. The signature of the officer signing shall be attested to by the Secretary and properly sealed. If the bidder is an individual or a partnership, the bid shall so indicate and be properly signed and witnessed.
4. **METHOD OF AWARD - Lowest Responsible Bidder:** The contract will be awarded to the Lowest Responsible Bidder. The Lowest Responsible Bidder will be the Contractor that submits the base bid determined to be the most advantageous to the Owner. The determination will be made by the Owner. The Owner reserves the right to reject all bids, reject portions of any bids, or accept the bid deemed most advantageous. The selected Contractor shall be awarded a contract with the City of Grand Junction.
5. **WITHDRAWAL OF BIDS:** Bidders may withdraw their bids prior to the opening of the bids.
6. **BID SECURITY:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a Bid Bond written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result I forfeiture of the Bid Guaranty to the City as Liquidated Damages. Each bidder shall guaranty its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.
7. **PERFORMANCE & PAYMENT BONDS:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If



the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

8. **INCONSISTENCIES AND OMISSIONS:** Any seeming inconsistencies, or any matter seeming to require explanation, must be inquired into by the bidder at least 72 hours (excluding Sundays and holidays) prior to the time set for the opening of Proposals. Decisions of major importance on such matters will be issued in the form of addendum. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid Form.
9. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this contract shall comply with the provisions of all federal, state, and local laws, building codes, ordinance and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for the work shall be governed by the provisions of Colorado law.
10. **TIME OF COMPLETION:** The selected contractor may begin work immediately following project award and receipt of the asbestos abatement permits from the CDPHE. The project shall be completed in accordance with the schedule provided in Section 6 of these specifications.
11. **CONDITIONS OF WORK:** All bidders must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption or interference with the work of any other contractor, or the Owner's scheduled use of the area surrounding the site.
12. **OBLIGATION OF THE BIDDER:** By submitting a bid, all bidders represent that they have inspected the site, and have become familiarized with local conditions under which the work is to be performed, and have read and are thoroughly familiar with the Contract Documents including all addenda. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to their bid.
13. **INTERPRETATIONS:** No interpretation of the meaning of the Project Design document will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Owner's Representative. Contact information for the Owner's Representative is listed in item 1 above. Requests must be received before the date and time shown on item 2 above.
14. **REVIEW OF DOCUMENTS:** Although measures are taken to control quality of released documents, errors in reproduction and collating sometimes occur. It shall be the responsibility of each bidder to check the contents of the Project Design document to assure that actual information agrees with the index. Any missing information will be provided by the Owner's Representative.



15. **ADDENDA:** Any and all interpretations, supplemental instructions, and approvals of "approved substitute" materials shall be by Addendum, which will be faxed and/or mailed to all prospective bidders. Failure of any bidder to receive any such addendum shall not relieve such bidders from any obligation under their bid as submitted. All addenda shall become part of the Project Design document.
16. **SUBCONTRACTORS:** The Contractor shall submit to the Owner information regarding subcontractors including company name, contact information, company and work history, insurance, and licensing (if applicable). All subcontractors are subject to the same conditions of the contract as the abatement contractor. The abatement contractor is responsible in all ways for the actions of the subcontractors. All bidders are advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner. The Owner reserves the right to reject any subcontractor prior to the notice to proceed.
17. **POWER OF ATTORNEY:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**END OF INSTRUCTIONS TO BIDDERS**



## ASBESTOS ABATEMENT BID FORM

**Grand Junction Fire Department  
Fire Station # 3  
582 25 ½ Road  
Grand Junction, Colorado**

Company Name: \_\_\_\_\_ CDPHE GAC Number: \_\_\_\_\_

The project consists of removal of asbestos-containing materials from the above-referenced facility prior to a planned demolition. Details regarding the required abatement activities are presented in the document entitled *Asbestos Abatement Project Design* prepared by GRE dated March 10, 2022. The selected Contractor will be presented with a contract from the City of Grand Junction. The project schedule is provided in the specifications.

Referencing the above-mentioned Project Design document prepared for this project, we hereby submit our bid in the amount stated in the blank of this bid form. Also, the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the document and with local conditions affecting performance and cost of the work at the place where the work is to be done, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the proposed schedule and by the specified deadline and in strict accordance with the contract for the following sum of money:

### REMOVAL OF ACM AS SPECIFIED IN PROJECT DESIGN:

#### Lump Sum Price for Removal of Specified ACMs from Structure

\_\_\_\_\_ (\$ \_\_\_\_\_ )

Bids include all labor, materials, services, equipment, insurance, bonds, security, etc. necessary for the completion of the work. The above listed price shall not be exceeded without approval by the Owner in the form of an approved change order request. The Owner reserves the right to accept any or all of the bid items. By requesting bids for the above-listed item, the Owner is not in any way obligated to award or conduct the projects.

Describe Contractor Man-Power Commitment for the Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Supervisors to Be Designated to Project and CDPHE Certification Numbers (Limit 3 Supervisors):

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

### UNIT RATES

Include costs for unit rates as indicated below. Assume you will already be onsite for determining your rates. If a mobilization is required to accomplish work using unit rates, the cost for mobilization will be added to the appropriate rate. Activities specified in the unit rates will be completed in accordance with the procedures outlined in these specifications and Colorado Regulation No. 8, Part B. Unit rates will be used to adjust the total project cost in the event of an increase or decrease in work activities included in the original scope of work. The rate to construct a full or secondary containment will be added to the cost to remove the specified material. Unit rates include all costs for removal, handling, packaging, labeling, and disposal.

<b><i>UNIT PRICE LIST</i></b>		
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE PER UNIT</b>
Drywall with Joint Compound and Texture	SF	
Floor Tiles and Mastic on Concrete	SF	
Window Glazing	Unit	
Mastic Beneath Carpet on Concrete	SF	
Mastic Beneath Ceramic Tile on Concrete	SF	
Mudded Pipe Fittings	Each	
Fire Doors	Each	
<b><i>UNIT PRICE LIST</i></b>		
<b>CONTAINMENT CONSTRUCTION</b>		
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE PER UNIT</b>
Full Containment <500 Square Feet	SF	
Full Containment >500 Square Feet	SF	
Secondary Containment <500 Square Feet	SF	
Secondary Containment >500 Square Feet	SF	
One layer of 6 mil Polyethylene Sheeting to cover ACM Flooring	SF	
Mobilization/Demobilization	EVENT	
Generator	DAY	

NOTES: SF = square feet    LF = linear feet    CY = cubic yard





**FIRM NAME AND ADDRESS:**

---

---

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ATTESTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

I understand the Owner reserves the right to reject this bid, and that this bid may not be withdrawn for a period of sixty (60) days after the bid opening date. I understand that if awarded the project, I will enter into and execute a contract on the basis of this bid. All work will be accomplished in accordance with contract documents and within specified calendar days after given notice to proceed. **I understand that required submittals specified in the Project Design Document must be submitted upon request by the Owner.**

By signing above I acknowledge that I have received the following addenda for the project.

I have received Addendum 1 (if applicable) \_\_\_\_\_ YES \_\_\_\_\_ NO

I have received Addendum 2 (if applicable) \_\_\_\_\_ YES \_\_\_\_\_ NO



**APPENDIX C**

**QUALIFICATIONS OF PREPARER**



Colorado Department  
of Public Health  
and Environment

## ASBESTOS CERTIFICATION\*

This certifies that

**Travis Brophy**

**Certification No.: 13477**

has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Project Designer\***

**Issued: January 14, 2022**

**Expires: February 14, 2023**

*\* This certificate is valid only with the possession of a  
current Division-approved training course certification  
in the discipline specified above.*

  
Authorized APCD Representative  
SEAL



CHC Training  
Environmental Compliance Certification Experts

www.chctraining.com  
303.412.6360  
855.60.CERTIFY

Colorado State Approval No. 22651

1775 W. 55th Avenue  
Denver, Colorado 80221  
United States of America

# CERTIFICATE OF ACHIEVEMENT

This certificate is awarded to:

## TRAVIS BROPHY

13477

In recognition of satisfactory completion of the EPA-approved annual asbestos refresher training in accordance with the Model Accreditation Plan (MAP) (40 CFR Part 763, Subpart E, Appendix C), AHERA of the Toxic Substances Control Act (TSCA), and Colorado Regulation No. 8 entitled:

### PROJECT DESIGNER

COURSE COMPLETION:

DECEMBER 16, 2021

EXPIRATION DATE:

DECEMBER 16, 2022

COURSE HOURS:

8.0



Verify this Certificate

*Danaya N. Wilson*  
CEO & Training Program Manager

Credential License ID:  
43301555



*Matthew Valdez*  
Instructor

CHC Training Certificate No.:  
R21-1692-APD-CO Live-Remote-COVID-19



Renew this Certificate



Colorado Department  
of Public Health  
and Environment

# ASBESTOS CONSULTING FIRM

This certifies that

## Grande River Environmental, LLC

Registration No. ACE-18631

has met the registration requirements of 25-7-507, C.R.S. and the Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos consulting activities as required under Regulation No. 8, Part B, in the state of Colorado.

Issued: August 10, 2021

Expires: September 21, 2022

  
Authorized APEO Representative

SEAL



## ASBESTOS ABATEMENT BID FORM

**Grand Junction Fire Department  
Fire Station # 3  
582 25 1/2 Road  
Grand Junction, Colorado**

Company Name: Asbestos Professionals LLC CDPHE GAC Number: 22038

The project consists of removal of asbestos-containing materials from the above-referenced facility prior to a planned demolition. Details regarding the required abatement activities are presented in the document entitled *Asbestos Abatement Project Design* prepared by GRE dated March 10, 2022. The selected Contractor will be presented with a contract from the City of Grand Junction. The project schedule is provided in the specifications.

Referencing the above-mentioned Project Design document prepared for this project, we hereby submit our bid in the amount stated in the blank of this bid form. Also, the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the document and with local conditions affecting performance and cost of the work at the place where the work is to be done, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the proposed schedule and by the specified deadline and in strict accordance with the contract for the following sum of money:

### REMOVAL OF ACM AS SPECIFIED IN PROJECT DESIGN:

#### Lump Sum Price for Removal of Specified ACMs from Structure

Ninety two thousand and 00/100 92,000.00  
(\$ \_\_\_\_\_ )

Bids include all labor, materials, services, equipment, insurance, bonds, security, etc. necessary for the completion of the work. The above listed price shall not be exceeded without approval by the Owner in the form of an approved change order request. The Owner reserves the right to accept any or all of the bid items. By requesting bids for the above-listed item, the Owner is not in any way obligated to award or conduct the projects.

Describe Contractor Man-Power Commitment for the Project: \_\_\_\_\_

Asbestos Professionals LLC will provide 8 to 10 workers for approximately 15 to 18 business days.



Supervisors to Be Designated to Project and CDPHE Certification Numbers (Limit 3 Supervisors):

1) Hector Huerta 24435

2) Ezequiel Lerma 24648

3) Marco Fuentes 8325

**UNIT RATES**

Include costs for unit rates as indicated below. Assume you will already be onsite for determining your rates. If a mobilization is required to accomplish work using unit rates, the cost for mobilization will be added to the appropriate rate. Activities specified in the unit rates will be completed in accordance with the procedures outlined in these specifications and Colorado Regulation No. 8, Part B. Unit rates will be used to adjust the total project cost in the event of an increase or decrease in work activities included in the original scope of work. The rate to construct a full or secondary containment will be added to the cost to remove the specified material. Unit rates include all costs for removal, handling, packaging, labeling, and disposal.

***UNIT PRICE LIST***

DESCRIPTION	UNIT	PRICE PER UNIT
Drywall with Joint Compound and Texture	SF	\$ 11.50
Floor Tiles and Mastic on Concrete	SF	\$ 9.00
Window Glazing	Unit	\$550.00
Mastic Beneath Carpet on Concrete	SF	\$ 8.50
Mastic Beneath Ceramic Tile on Concrete	SF	\$ 12.00
Mudded Pipe Fittings	Each	\$ 50.00
Fire Doors	Each	\$350.00

***UNIT PRICE LIST***

**CONTAINMENT CONSTRUCTION**

DESCRIPTION	UNIT	PRICE PER UNIT
Full Containment <500 Square Feet	SF	\$ 6.00
Full Containment >500 Square Feet	SF	\$ 7.50
Secondary Containment <500 Square Feet	SF	\$ 4.50
Secondary Containment >500 Square Feet	SF	\$ 5.00
One layer of 6 mil Polyethylene Sheeting to cover ACM Flooring	SF	\$ 15.00
Mobilization/Demobilization	EVENT	\$3,500.00
Generator	DAY	\$ 500.00

NOTES: SF = square feet    LF = linear feet    CY = cubic yard



**FIRM NAME AND ADDRESS:**

Asbestos Professionals LLC 600 Telluride St Ste E&F Aurora, CO 80011

---

SIGNED BY: Jerry Peters

TITLE: Owner

SIGNATURE: DocuSigned by:  
Jerry Peters  
9EBA9EEFC2214CC...

DATE: 03-23-2022

ATTESTED BY: Susan Love  
DocuSigned by:

TITLE: Office Manager

SIGNATURE: Susan Love  
1A56416D198C485...

DATE: 03-23-2022

I understand the Owner reserves the right to reject this bid, and that this bid may not be withdrawn for a period of sixty (60) days after the bid opening date. I understand that if awarded the project, I will enter into and execute a contract on the basis of this bid. All work will be accomplished in accordance with contract documents and within specified calendar days after given notice to proceed. **I understand that required submittals specified in the Project Design Document must be submitted upon request by the Owner.**

By signing above I acknowledge that I have received the following addenda for the project.

I have received Addendum 1 (if applicable)  YES  NO  N/A

I have received Addendum 2 (if applicable)  YES  NO  N/A





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2022

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).


<b>PRODUCER</b> CCI 155 Inverness Drive West Englewood CO 80112	<b>CONTACT NAME:</b> Kevin Shafer <b>PHONE (A/C No, Ext):</b> 720-330-7924 <b>E-MAIL ADDRESS:</b> Kevin.Shafer@thinkccig.com	<b>FAX (A/C, No):</b> 720-330-7924
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 45339 ASBEPRO-01	<b>INSURER A:</b> Nautilus Insurance Company	<b>NAIC #</b> 17370
<b>INSURED</b> Asbestos Professionals, LLC 600 Telluride St Suites E & F Aurora CO 80216	<b>INSURER B:</b> Key Risk Insurance Company	10885
	<b>INSURER C:</b> Pinnacol Assurance	41190
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 838008671 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		ECP203239311	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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			BAP203238911	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4184144	7/1/2021	7/1/2022	<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
A	Pollution Liability			ECP203239311	7/1/2021	7/1/2022	Deductible \$5,000 \$3,000,000
A	Professional Liability			ECP203239311	7/1/2021	7/1/2022	Deductible \$5,000 \$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 As required by written contract or written agreement, City of Grand Junction and its Employees are included as Additional Insured for ongoing operations under General Liability.

<b>CERTIFICATE HOLDER</b>  City of Grand Junction 250 N 5th Grand Junction CO 81501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC WHEN REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT - COVERAGE A  
– AUTOMATIC STATUS**

<b>Policy Number</b>	<b>Policy Effective Date</b>	<b>Policy Expiration Date</b>	<b>Endorsement Effective Date</b>
ECP2032393-11	7/1/2021	7/1/2022	7/1/2021

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**SECTION V – LIMITS OF INSURANCE** is amended by the addition of the following terms and conditions when you have agreed in writing in a contract or agreement, in effect during this **policy period**, with any person or organization for whom you are performing operations, that a per-project aggregate will apply:

- I. For all amounts which the **insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** which can be attributed only to **covered operations** at a single project:
  1. A separate Per-Project Aggregate Limit applies to each project, and that limit is equal to the lesser of:
    - a. The applicable General Aggregate Limit; or
    - b. \$2,000,000.
  2. The Per-Project Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of:
    - a. **Insureds**;
    - b. **Claims** made or **suits** brought; or
    - c. Persons or organizations making **claims** or bringing **suits**.
  3. Any payments made under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages shall reduce the Per-Project Aggregate Limit for that particular project. Such payments shall not reduce the applicable General Aggregate Limit nor shall they reduce any other Per-Project Aggregate Limit for any other project.
  4. The applicable limits for Each Occurrence, Damage To Premises Rented To You continue to apply. However, instead of being subject to the applicable General Aggregate Limit, such limits will be subject to the applicable Per-Project Aggregate Limit.
  5. Regardless of the number of projects covered under this policy, the most we will pay under the terms and conditions of this endorsement is \$5,000,000.
- II. For all amounts which the **insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** which cannot be attributed only to **covered operations**:
  1. Any payments made under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Per-Project Aggregate Limit.
- III. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per-Project Aggregate Limit.
- IV. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the particular project will still be deemed to be the same project.

- V. The provisions of **SECTION V – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- VI. This endorsement does not apply to any Designated Construction Project(s) which has been specifically endorsed to this policy on a General Aggregate Limit endorsement showing the Designated Construction Project(s) in a **SCHEDULE**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF SUBROGATION  
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)  
AUTOMATIC STATUS – COVERAGE A, B & D**

<b>Policy Number</b>	<b>Policy Effective Date</b>	<b>Policy Expiration Date</b>	<b>Endorsement Effective Date</b>
ECP2032393-11	7/1/2021	7/1/2022	7/1/2021

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:**

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

- 1. The insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
- 2. The insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2032393-11	7/1/2021	7/1/2022	7/1/2021

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**I. SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury or property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability and Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**II. With respect to the insurance afforded to these additional insureds**, the following additional exclusions apply:

This insurance does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury or property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. **Bodily injury or property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION:**

**1. Duties – Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim or suit**;
- b. We receive written notice of a **claim or suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim or suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

**V. SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

**VI. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a SCHEDULE of additional insureds, and which endorsement applies to that designated additional insured.**

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2032393-11	7/1/2021	7/1/2022	7/1/2021

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**I. SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- c. Will not extend beyond that which is provided to you in this policy.

**II. With respect to the insurance afforded to these additional insureds**, the following additional exclusions apply:

This insurance does not apply to:

- a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

**III. With respect to the insurance afforded to these additional insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**IV. With respect to the insurance afforded to these additional insureds**, the following is added to **SECTION VI –**



## **REPORTING, DEFENSE, SETTLEMENT & COOPERATION:**

### **1. Duties – Additional Insured**

An additional **insured** must see to it that:

- a.** We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim or suit**;
- b.** We receive written notice of a **claim or suit** as soon as practicable; and
- c.** A request for defense and indemnity of the **claim or suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

- V. SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

- 1.** The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
- 2.** You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

- VI.** This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**BUSINESS AUTO – ADDITIONAL INSURED  
WHEN REQUIRED BY CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**Section II - Liability Coverage A. - Coverage, 1. Who is an Insured**, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
  - 1. The coverage and/or limits of this policy; or
  - 2. The coverage and/or limits required by said contract or agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

excess of, and shall not contribute with, such other insurance as to defense and/or indemnity. The **insured** shall promptly, upon the request of the Company, provide the Company with copies of all such policies or documentation.

#### 11. Other Insurance Issued By Us

If any **bodily injury, property damage, advertising injury, personal injury, loss, damages, cleanup costs, emergency remediation costs, occurrence, claim, suit, offense, and/or Supplementary Payments** covered under this policy is also covered in whole or in part under any other insurance issued by us or an affiliate company, and both this policy and such other insurance cover the **insured for bodily injury, property damage, advertising injury, personal injury, loss, damages, cleanup costs, emergency remediation costs, occurrence, claim, suit, offense, and/or Supplementary Payments** arising out of:

- a. Substantially the same or related general harmful conditions, substances, **pollutants or microbial substances**, or repeated or continuous exposure to substantially the same or related harmful conditions, substances, pollutants or **microbial substances**, or
- b. **Bodily injury, property damage, advertising injury, personal injury, loss, damages, cleanup costs, emergency remediation costs, occurrence, claim, suit, offense, and/or Supplementary Payments** which extend(s) over a period of days, weeks, months or longer,

then all such **bodily injury, property damage, advertising injury, personal injury, loss, damages, cleanup costs, emergency remediation costs, occurrence, claim, suit, offense, and/or Supplementary Payments** shall be deemed to have taken place only during the first **policy period** of such policies in which any of the **bodily injury, property damage, advertising injury, personal injury, loss, damages, cleanup costs, emergency remediation costs, occurrence, claim, suit, offense, and/or Supplementary Payments** is covered took place, and all damages arising from such **bodily injury, property damage, advertising injury, personal injury, loss, damages, cleanup costs, emergency remediation costs, occurrence, claim, suit, offense, and/or Supplementary Payments** shall be deemed to have arisen from one **occurrence, offense, claim, or suit**, and shall be subject to any remaining Each Occurrence Limit applicable to the policy for such first **policy period**.

In no event shall we pay more for **bodily injury, property damage, advertising injury, personal injury, loss, damages, cleanup costs, emergency remediation costs, occurrence, offense, claim, suit, and/or Supplementary Payments** covered under this policy and all such other insurance than the limits of insurance set forth in the Declarations of this policy.

#### 12. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first **Named Insured** shown in the Declarations or as amended by Endorsement. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the **policy period** is greater than the earned premium, we will return the excess to the first **Named Insured**, subject to the minimum premium stated within the policy.
- c. The first **Named Insured** must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may examine and audit your books and records as they relate to this policy at any time during the **policy period** and up to (3) three years after the end of the **policy period**.

#### 13. Premium Payment

The first **Named Insured** shown in the Declarations:

- a. Is responsible for the payment of all premiums due; and
- b. Will be the payee for any return premiums we pay.

#### 14. Representations

You represent that all information and statements contained in the application and submission are true, accurate and complete. All such information and statements are the basis for our issuing this policy and shall be considered as incorporated into and shall constitute part of this policy and material to its issuance. Misrepresentation of any material fact may be grounds for the rescission of this policy.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first **Named Insured**, this insurance applies:

- a. As if each **Named insured** were the only **Named insured**; and
- b. Separately to each **insured** against whom a **claim** is made or **suit** is brought.

NCCI #: WC000313B  
Policy #: 4184144

Asbestos Professionals LLC  
6803 E. 47th Ave Dr Unit A  
Denver, CO 80216

CCIG  
155 Inverness Drive West  
Englewood, CO 80112  
(303) 799-0110

**ENDORSEMENT: Blanket Waiver of Subrogation**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: July 1, 2021 Expires on: July 1, 2022  
Pinnacol Assurance has issued this endorsement July 1, 2021

# PERFORMANCE BOND

RLI Insurance Company  
Peoria, IL

Bond No.: RCB0031837

**CONTRACTOR:**

*(Name, legal status and address)*

Asbestos Professionals LLC  
600 Telluride St., Ste E&F  
Aurora, CO 80011

**OWNER:**

*(Name, legal status and address)*

City of Grand Junction, Colorado  
250 North 5th Street  
Grand Junction, CO 81501

**CONSTRUCTION CONTRACT**

Date: April 4, 2022

Amount: Ninety-two thousand and 00/100 dollars (\$92,000.00)

Description:

*(Name and location)*

Asbestos Abatement for Old Fire Station #3 5050-22-DH  
582 25 1/2 Road, Grand Junction, CO

**BOND**

Date: April 5, 2022

*(Not earlier than Construction Contract Date)*

Amount: Ninety-two thousand and 00/100 dollars (\$92,000.00)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Asbestos Professionals LLC

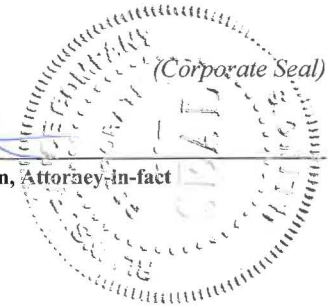
Signature:   
Name and Title

**SURETY**

Company: *(Corporate Seal)*

RLI Insurance Company

Signature:   
Name and Title: Thomas W. Patton, Attorney-in-fact



*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Evergreen Surety  
1114 W. 7th Ave., Suite 240  
Denver, CO 80204

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after  
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

none

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
n/a

*(Corporate Seal)*

Company: \_\_\_\_\_  
n/a

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_



# PAYMENT BOND

RLI Insurance Company  
Peoria, IL

Bond No.: RCB0031837

**CONTRACTOR:**

(Name, legal status and address)

Asbestos Professionals LLC  
600 Telluride St., Ste E&F  
Aurora, CO 80011

**SURETY:**

(Name, legal status and principal place of business)

RLI Insurance Company  
9025 N. Lindbergh Drive  
Peoria, IL 61615

**OWNER:**

(Name, legal status and address)

City of Grand Junction, Colorado  
250 North 5th Street

Grand Junction, CO 81501

**CONSTRUCTION CONTRACT**

Date: April 4, 2022

Amount: Ninety-two thousand and 00/100 dollars (\$92,000.00)

Description:

(Name and location)

Asbestos Abatement for Old Fire Station #3 5050-22-DH  
582 25 1/2 Road, Grand Junction, CO

**BOND**

Date: April 5, 2022

(Not earlier than Construction Contract Date)

Amount: Ninety-two thousand and 00/100 dollars (\$92,000.00)

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Asbestos Professionals LLC

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

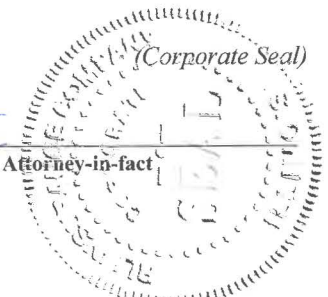
**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

RLI Insurance Company

Signature: \_\_\_\_\_

Name and Title: Thomas W. Patton, Attorney-in-fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Evergreen Surety  
1114 W. 7th Ave., Suite 240  
Denver, CO 80204

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

none

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

n/a

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

n/a

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Thomas W. Patton

in the City of Centennial, State of Colorado its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 8th day of June, 2020.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 8th day of June, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover  
Catherine D. Glover Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 5th day of April, 2022.

**RLI Insurance Company  
Contractors Bonding and Insurance Company**  
By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary