

DLM04SPA

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	DLM INC.
SUBJECT/PROJECT:	STEAM PLAN ASBESTOS REMEDIATION
CITY DEPARTMENT:	UTILITIES & STREETS
YEAR:	2004
EXPIRATION DATE:	03/16/05
DESTRUCTION DATE:	01/12

NOTICE TO PROCEED

Date: February 25, 2005
Contractor: DLM Inc.
Project: Steam Plant Asbestos Remediation

In accordance with the contract dated November 5, 2005 , the Contractor is hereby notified to resume work on the Project on or before February 28, 2005. The time of completion shall be 17 calendar days from the stated beginning date.

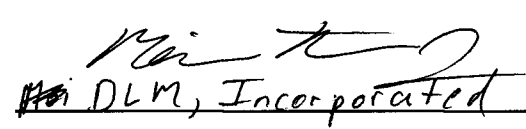
The date of completion as determined from the stated date and time is March 16, 2005.

CITY OF GRAND JUNCTION, COLORADO


Justin Vensel, Project Engineer

CONTRACTOR ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor:
By: 
Print Name: Moises Alarcon Jr.
Title: Project Manager
Date: 2-28-05

CITY OF GRAND JUNCTION, COLORADO
DEPARTMENT OF PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

CONTRACT

This CONTRACT made and entered into this 5th day of November, 2004, by and between the **City of Grand Junction, Colorado**, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and **DLM Inc.**, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City 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 **Steam Plant Asbestos Contaminated Soil Removal**.

WHEREAS, the Contract has been awarded to the above named Contractor by the City, 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:

- Standard Contract Documents For Capital Improvements Construction (latest edition), completed and signed, as appropriate, by the required parties;
- Bid Documents for the Project; **Steam Plant Asbestos Contaminated Soil Removal**;
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

Definitions: The definitions provided in the General Contract Conditions 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 Notice of Award.

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 a written Notice to Proceed from the City, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Special Conditions. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the City as set forth in the Special Conditions. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the City the amounts specified in the Special Conditions.

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 this Contract and the Contract Documents, the sum of **One Hundred Thirty-one Thousand, Six Hundred Thirty-one Dollars and Seventy-eight Cents (\$131,631.78)**. 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 City at the unit prices quoted in the Bid Form. The amount of the Contract Price is and has heretofore been appropriated by the City Council of the City of Grand Junction 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 City. The City 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 City provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made. Written assurance shall be provided in the form of a letter signed by the Public Works Director and certified by the Director of Finance.

Unless otherwise provided in the Special Conditions, 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 City in accordance with the General Contract Conditions.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the City shall publish at least twice in a newspaper of general circulation published in the City a notice that: 1. the City has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefor; 3. thirty days after the first publication, specifying the exact date, the City 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. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided that the amount of the Bonds shall be fixed by the City at the lowest sum that fulfills all conditions of the Contract.

ARTICLE 7

Contract Binding: The City 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 City and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the City 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 City.

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

The Contract is executed in four counterparts.

THE CITY OF GRAND JUNCTION, COLORADO

By: [Signature]
City Manager

November 15, 2004
Date

ATTEST:

SEAL:

Deputy
By: Quanta Peterson
City Clerk



DLM Inc.

By: [Signature]
Title *President*

11-5-04
Date

ATTEST:

CORPORATE SEAL:

By: [Signature]
Title *Vice President*

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR GD
DLMI001

DATE (MM/DD/YYYY)
11/08/04

PRODUCER Forsberg Engerman Company 3575 S. Sherman St. Englewood CO 80113 Phone: 303-762-1717	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED D L M Incorporated 3560 Brighton Blvd Denver CO 80216-3611	INSURER A: American Int'l Specialty Lines	
	INSURER B: Progressive Companies	
	INSURER C: Pinnacol Assurance	
	INSURER D: Employers Mutual Casualty Co.	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PROP1064280	05/07/04	05/07/05	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10000
		<input checked="" type="checkbox"/>				PERSONAL & ADV INJURY	\$ 1000000
		INCL POLLUTION LIABILITY FOR ASBESTOS ABATEMENT				GENERAL AGGREGATE	\$ 1000000
		GEN'L AGGREGATE LIMIT APPLIES PER:	\$5000 BI & PD Deductible			PRODUCTS - COMP/OP AGG	\$ 1000000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY	CA 045624923	06/30/04	06/30/05	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2299930	07/01/04	07/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
D		OTHER	3A0640405	04/16/04	04/16/05	Limit	\$200000
		Building ACV				Ded	\$1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER City of Grand Junction Grand Junction City Hall 250 N 5th Street Grand Junction CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Doug Engerman
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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned DLM, Inc., a Corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and National American Insurance Company, a corporation organized under the laws of the State of Oklahoma, and authorized and licensed to transact business in the State of Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand Junction, Colorado, hereinafter referred to as the "City", in the penal sum of One Hundred Thirty One Thousand Six Hundred Thirty One and 78/100 dollars (\$ 131,631.78), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the 5 day of November, 2004, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Steam Plant Asbestos Contaminated Soil Removal (the "Project") and Contract No. _____, if appropriate, in accordance with the Contract, Special Conditions, Special Provisions, General Contract Conditions, Contract Drawings, Specifications and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the "Contract".

NOW, THEREFORE, the conditions of this performance bond are such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract,

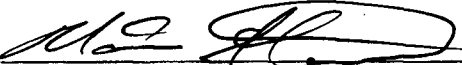
then this bond is void; otherwise, it shall remain in full force and effect.

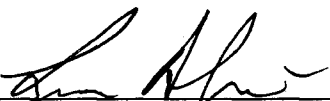
IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the Work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

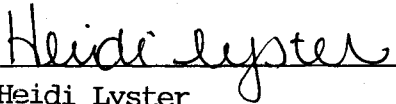
IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 11th day of November, 2004.

CONTRACTOR: DLM, Inc.

By: 
Moises Alarcon
Title: President

ATTEST: 
Secretary

SURETY: National American Insurance Company

By: 
Heidi Lyster
Title: Attorney-in-fact

(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
DLM, Inc., a Corporation organized under the
laws of the State of Colorado, hereinafter referred to as the "Contractor" and _____
National American Insurance Company, a corporation
organized under the laws of the State of Oklahoma, and authorized and licensed to
transact business in the State of Colorado, hereinafter referred to as the "Surety," are held and
firmly bound unto the City of Grand Junction, Colorado, hereinafter referred to as the "City," in
the penal sum of One Hundred Thirty One Thousand Six Hundred Thirty One
and 78/100***** dollars (\$ 131,631.78),
lawful money of the United States of America, for the payment of which sum the Contractor and
Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 5 day of November, 2004,
entered into a written contract with the City for furnishing all labor, materials, equipment, tools,
superintendence, and other facilities and accessories for the construction of _____
Steam Plant Asbestos Contaminated Soil Removal (the
"Project") and Contract No. _____, if appropriate, in accordance with the Contract, Special
Conditions, Special Provisions, General Contract Conditions, Contract Drawings, Specifications
and all other Contract Documents therefor which are incorporated herein by reference and made
a part hereof, and are herein referred to as the "Contract".

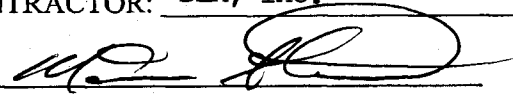
NOW, THEREFORE, the condition of this payment bond obligation is such that if the
Contractor shall at all times promptly make payments of all amounts lawfully due to all persons
supplying or furnishing it or its subcontractors with labor, materials, rental machinery, tools or
equipment, used or performed in the prosecution of work provided for in the above Contract and
shall indemnify and save harmless the City to the extent of any and all payments in connection
with the carrying out of such Contract which the City may be required to make under the law,
and for all losses, damages, expenses, costs, and attorneys' fees incurred by the City resulting
from the failure of the Contractor to make the payments discussed above, then this obligation
shall be null and void, otherwise, it shall remain in full force and effect.

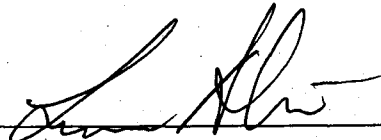
PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and
agrees that any and all changes in the Contract Documents, or compliance or noncompliance with
the formalities in the Contract for making such changes shall not affect the Surety's obligations

under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase or decrease in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

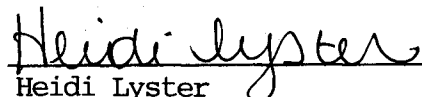
IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 11th day of November, 2004.

CONTRACTOR: DLM, Inc.

By: 
Moises Alarcon
Title: President

ATTEST: 
Secretary

SURETY: National American Insurance Company

By: 
Heidi Lyster
Title: Attorney-in-fact

(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)

**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER. DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

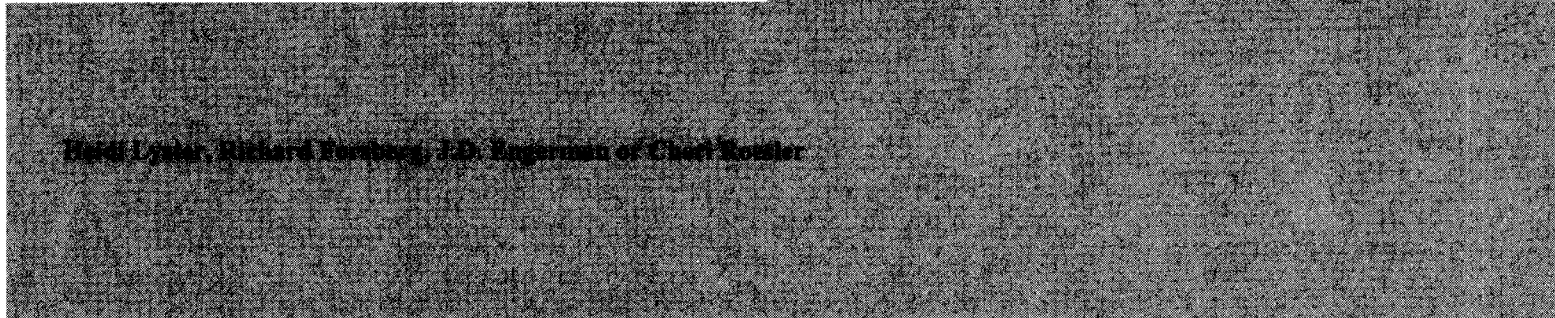
"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached." National American Insurance Company does hereby make, constitute and appoint

Bond Number **29420**

PRINCIPAL NAME ADDRESS CITY STATE ZIP
EN, Inc. 3560 Brighton Blvd. Denver, CO 80216
EFFECTIVE DATE
November 11, 2004
CONTRACT AMOUNT
\$ 131,631.78
BOND AMOUNT
\$ 131,631.78



its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$1,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 8th day of July, A.D. 1987, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation: that the seal affixed to the said instrument is such corporate seal: that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Glenda Miller

Notary Public

My Commission Expires August 31, 2003
Commission Number is 99011538

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

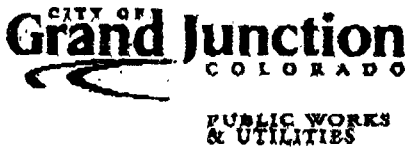
Signed and Sealed at the City of Chandler.

Dated the 11th day of November 2004



Winifred E. Mendenhall

Winifred E. Mendenhall, Assistant Secretary



Post-it® Fax Note	7671	Date	11/24/04	# of pages	2
To	Mr. Alanson	From	Don Newton		
Co./Dept.	DLM - Inc.	Cherry Robinson City of Grand Junction Public Works Phone 256-4082, Fax 256-4022			
Phone #					
Fax #	303-294-9574				

CHANGE ORDER NO. 1

Date: November 24, 2004
 To: DLM Inc.
 From: Don Newton, Engineering Projects Manager
 City of Grand Junction
 Department of Public Works and Utilities

Project: **Steam Plant Asbestos contaminated Soil Removal**

It is agreed to modify the Contract for the Project as follows:
 In order to comply with CDPHE requirement for direct loading of trucks without double handling of material, Contractor will construct a ramp parallel to the north side of the pit to provide truck access to the bottom of the pit. The ramp shall be surfaced with asphalt millings to be furnished by the City. The ramp shall be left in place upon completion of the contaminated soil removal. The lump sum price for construction of the ramp shall be \$8,000.

In addition, the City agrees to pay an additional \$1,500 for remobilization of personnel and equipment that was demobilized during construction of the access ramp to comply with the CDPHE requirements for direct loading of trucks.

The total cost of approved additional work described above is \$9,500. Of this amount \$5,000 will be paid under the contract force account item. Therefore, the increase in the contract price resulting from this change order is \$4,500.

Due to the Impermeability of the contaminated soil additional time has been requested for pre-wetting the material prior to its removal. The contract time is hereby modified as follows: Ten (10) working days will be allowed for excavation, loading and hauling of contaminated material beginning on November 29, 2004. An additional five (3) days will be allowed for demobilization and cleanup of the site. Therefore the total Contract time shall be increased from 8 working days to 13 working days and all work shall be completed by December 15, 2004.

Special Condition SC-6, Liquidated Damages/Incentive Payment shall be revised as follows:
Liquidated Damages: The required date for completion of all work including demobilization and site cleanup has been changed to December 15, 2004. Therefore, liquidated damages will be assessed in accordance with Special Condition SC-6 for each day that final completion is late after December 15, 2004 unless additional contract time extensions are approved by the City.
Incentive Payment: Incentive payment as described in Section SC-6 will be made at \$1,500 for each business day that all excavation, loading and hauling of contaminated material is completed earlier than December 8, 2004. If the Contractor completes all excavation, loading and hauling of contaminated material on or after December 8, 2004 no incentive payment will be made.

Summary of Contract price adjustments: Price adjustments are itemized on the attached sheet(s).

Original Contract Amount	\$131,631.78
Approved Change Orders	0.00
This Change Order	\$4,500.00
Revised Contract Amount	<u>\$140,631.78</u>

Page 2

CHANGE ORDER NO. 1

Date: November 24, 2004
 To: DLM Inc.
 From: Don Newton, Engineering Projects Manager
 City of Grand Junction
 Department of Public Works and Utilities

Project: Steam Plant Asbestos contaminated Soil Removal

Summary of Contract time adjustments:

Original Contract Time	8 working days
Approved Change Orders	0 working days
This Change Order	5 working days
Revised Contract Time	13 working days
Original Completion Date	November 24, 2004
Revised Completion Date	December 15, 2004

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

City of Grand Junction

Prepared by: Don Newton Title: Engr. Projects Date: 11-24-04

Approved by: [Signature] Title: PUBLIC WORKS Dir. Date: 11/24/04

Contractor: DLM Inc.

Accepted by: [Signature] Title: President Date: 11-24-04

CHANGE ORDER No. 2

Date: December 15, 2004

To: DLM Inc.

From: Don Newton, Engineering Projects Manager
 City of Grand Junction
 Department of Public Works and Utilities

Project: **Steam Plant Asbestos contaminated Soil Removal**

It is agreed to modify the Contract for the Project as follows:

Due to the cold weather conditions, the issuance of the Notice to Proceed for this project has been postponed. The revised date for issuance of Notice to Proceed and for the Contractor to start work is February 28, 2005. The contact time shall remain 13 working days as revised in Change Order No. 1.

On November 10, 2004 the City authorized Pay Estimate No. 1 to DLM Inc. in the amount of \$36,000.00 for payment of advance landfill fees required by the Mesa County Landfill. DLM paid these funds to the County Landfill and only used \$625 of the \$36,000 deposit. Therefore, the unexpended balance of the cash deposit paid to the Mesa County Landfill by DLM Inc. is \$35,375. The City of Grand Junction and DLM Inc. hereby agree to authorize the Mesa County Landfill to return the remaining deposit directly to the City of Grand Junction. Immediately upon the City receiving the \$35,375 deposit from the Mesa County Landfill, the accounting of payments made to DLM Inc. by the City will be revised as follows:

Original Contract Amount -----	\$131,631.78
Change Order No. 1 -----	<u>\$4,500.00</u>
Revised Contract Amount -----	\$136,131.78 (Note: this total is incorrect on Change Order No. 1)
Pay Estimate No. 1 -----	\$36,000.00
Credit to DLM for reimbursement of landfill deposit to City -----	\$35,375.00
Revised total amount paid to DLM, Inc. -----	\$625.00

Special Condition SC-6, Liquidated Damages/Incentive Payment shall be revised as follows:
Liquidated Damages: The revised date for completion of all work including demobilization and site cleanup has been changed to March 16, 2005. Therefore, liquidated damages will be assessed in accordance with Special Condition SC-6 for each day that final completion is late after March 16, 2004 unless additional contract time extensions are approved by the City.

Incentive Payment: Incentive payment as described in Section SC-6 will be made at \$1,500 for each business day that all excavation, loading and hauling of contaminated material is completed earlier than March 11, 2004. If the Contractor completes all excavation, loading and hauling of contaminated material on or after March 11, 2004 no incentive payment will be made.

Summary of Contract time adjustments:

Original Contract Time	8 working days
Approved Change Orders	5 working days
This Change Order	0 working days
Revised Contract Time	13 working days
Notice to Proceed	February 28, 2005
Completion Date	March 16, 2005

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

City of Grand Junction

Prepared by: Don Newton Title: Engr. Projects Mgr. Date: 12/22/04

Approved by: Michael R. Hall Title: City Engineer Date: 12-22-04

Contractor: DLM Inc.

Accepted by: Chris [Signature] Title: Project Manager Date: 12-20-04

NOTICE TO PROCEED

Date: February 25, 2005
Contractor: DLM Inc.
Project: Steam Plant Asbestos Remediation

In accordance with the contract dated November 5, 2005 , the Contractor is hereby notified to resume work on the Project on or before February 28, 2005. The time of completion shall be 17 calendar days from the stated beginning date.

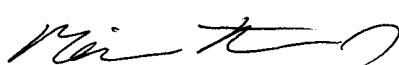
The date of completion as determined from the stated date and time is March 16, 2005.

CITY OF GRAND JUNCTION, COLORADO


Justin Vensel, Project Engineer

CONTRACTOR ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor:
By: 
By: ~~DLM~~, Incorporated
Print Name: Moises Alarcon Jr.
Title: Project Manager
Date: 2-28-05