

HD&R Proj. No. 73-60-10

CONTRACT

THIS AGREEMENT, made this 5th day of January, 19 82 by and between the County of Mesa, Colorado, hereinafter called "Owner" and Robert Construction Co. of Denver, Colorado, hereinafter called "Contractor".

The Contractor did on the 12th day of November, 1981, submit a proposal on the following items: Persigo Wash Wastewater Treatment Plant of certain plans, drawings, specifications and other contract documents prepared for the Owner by Henningson, Durham & Richardson, Inc. of Colorado, Architects and Engineers, hereinafter called "Architect-Engineer", entitled "Plans and Specifications for Persigo Wash Wastewater Treatment Plant" and previously filed with the Owner, which proposal is by reference made a part hereof.

It is mutually understood and agreed by the parties hereto that the Notice Inviting Contractors to bid as published; the Information or Instruction to Bidders; the Conditions of the Contract (General, Special, Supplementary and other conditions as they may be titled); the General and Detailed Specifications; the Proposal; the Performance, Payment and Maintenance Bond; all proceedings by the governing body of the Owner relating to the subject matter of this Contract; the General and Detailed Plans and Drawings; and Addenda; all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

In consideration of the following mutual agreements and covenants to be kept by each party:

a. The Contractor agrees to furnish and pay for all plant, labor, mechanics, tools, materials, equipment, machinery, supplies, works, facilities, testing, means, methods, techniques, transportation, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in "EXHIBIT A" hereto attached and made a part hereof in strict compliance with the Contract Documents for a sum of \$ 16,521,000.00 \* subject to adjustment as provided in said documents.

b. The Owner agrees to pay the Contractor in accordance with the provisions of the accepted proposal and other Contract Documents.

c. It is mutually agreed by each party hereto that all provisions of the Contract Documents shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitution or change in said documents shall be made except upon

7/75

C-1

*Construction Schedule A	\$10,000,000.00
Construction Schedule B	5,854,000.00
Construction Schedule C (Add Alt. #2)	667,000.00
	<u>\$16,521,000.00</u>

written consent of both the Owner and the Architect-Engineer, in the form of a Change Order, and such allowance shall in no manner be construed to release either party from any specified or implied obligations of said Contract Documents.

d. This Contract is let subject to the following special provisions:

Addenda Nos. 1, 2, and 3 are hereby made a part of the plans and specifications and contract documents.

This contract is awarded in three schedules; Schedules A, B, and C (Additive Alternate No. 2).

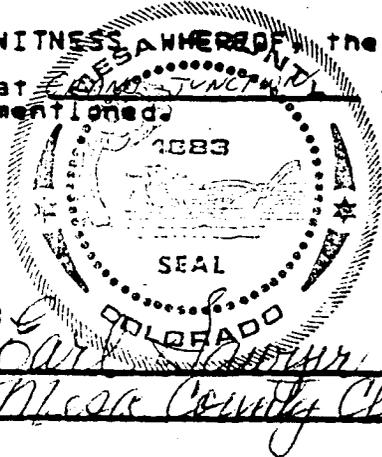
Schedules A and B are eligible for Federal grant participation at the 75% level, however the amount of grant funds available for this project at this time are not sufficient to achieve the 75% level. Additional Federal grant funds will be sought by Mesa County to reach the 75% grant level for the eligible portion of this project.

If grant funds obligated to this project are exhausted, Mesa County will complete work on Schedules A and B with the understanding that the cost of such work may be ineligible for Federal grant reimbursement. Schedule C (Additive Alternative No. 2) work is not eligible for Federal grant participation and the cost of this work will be paid entirely by Mesa County funds.

Construction Schedule C (Additive Alternate No. 2) is awarded subject to the terms and conditions of the contract documents in the amount of \$667,000.00

IN WITNESS WHEREOF, the parties hereto affix our signatures and seals at ESPERANZA JUNCTION, COLORADO the day and year first above mentioned.

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OWNER: County of Mesa

By [Signature]

Title Chairman

ATTEST: [Signature]  
By [Signature]  
Title Mesa County Clerk

(S  
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L)

CONTRACTOR:  
Robert Dougan Construction Co.

By [Signature]

Title PRES

ATTEST: [Signature]  
By [Signature]  
Title Secretary

EXHIBIT "A"  
SECTION V

PROPOSAL

PERSIGO WASH WASTEWATER TREATMENT PLANT

Grand Junction, Colorado

Nov. 12, 1981

Board of County Commissioners  
Mesa County  
Grand Junction, Colorado 81501

Gentlemen:

The undersigned, having carefully examined the plans, specifications and other contract documents on file in the office of the Director of Public Works of the City of Grand Junction, including the Notice to Bidders, Information to Bidders, General Conditions, Special Conditions, Detailed Specifications, Proposal, Contract, Performance, Payment and Maintenance Bond, Certificate of Insurance and Addenda, which have been issued and having carefully examined the site and become familiar with local conditions affecting the cost of work, do hereby propose to furnish all labor, superintendence, tools, materials, equipment and all utilities and transportation services necessary to perform and complete in a workmanlike manner all of the work required as described in the plans, specifications, and other contract documents in connection with the construction of the Persigo Wash Wastewater Treatment Plant for Mesa County, Colorado according to the bid prices herein set forth, all in accordance with the plans, specifications and other contract documents, as prepared by Henningson, Durham & Richardson, Inc., of Colorado, Engineers, 1100 Capitol Life Center, Denver, Colorado, 80203, and Room 520 Valley Federal Plaza, Grand Junction, Colorado, 81501, including Addenda Nos. 1, 2, and 3 issued thereto.

Construction Schedule A	\$ <u>10,000,000.<sup>00</sup></u>
Construction Schedule B	\$ <u>5,854,000.<sup>00</sup></u>
TOTAL BID	\$ <u>15,854,000.<sup>00</sup></u> (Figures)

The award of the contract for the foregoing work, will be based on the lowest, responsive, responsible Total Bid price which includes Construction Schedules A and B.

Construction Schedule C

ADDITIVE ALTERNATES

The following additive alternate bid items WILL NOT be considered in determining the successful low bidder. The Owner reserves the right to add Additive Alternates No. 1 and/or No. 2 to the total bid price after the successful low bidder has been determined. The bidder agrees that the bid price for Additive Alternates No. 1 and No. 2 includes the costs necessary to accomodate receiving Notice to Proceed within one hundred twenty (120) calendar days from date of award of contract.

1. ADDITIVE ALTERNATE NO. 1  
For adding two (2) primary clarifier dome covers, five (5) odor control units, ductwork odor control unit chemical feed systems, air compressors, piping, and valves and appurtenances.  
ADD LUMP SUM \$ + \$ 892,000.00  
(Figures)

2. ADDITIVE ALTERNATE NO. 2  
For adding vacuum sludge drying beds, filtrate pump stations, piping, valves and appurtenances.  
ADD LUMP SUM \$ + \$ 667,000.00  
(Figures)

MAJOR EQUIPMENT ITEMS

In connection with major items of equipment to be furnished and installed in this project, the undersigned expressly agrees to the following provisions.

A. That the Bid stated above includes the furnishing and installing of equipment furnished by one of the suppliers listed in the specifications or included by Addendum as qualified suppliers of that particular equipment and that the particular supplier of equipment which the undersigned proposes to furnish will be as listed in the Schedule of Major Equipment Suppliers found below, which is considered to be part of the Bid.

B. That the installed price of the equipment includes the cost (if any) of changes in the structure, buildings, piping, wiring, accessories, etc., necessary to accommodate the particular equipment proposed.

SCHEDULE OF MAJOR EQUIPMENT SUPPLIERS

(Bidder must fill in one supplier for each item.)

<u>Equipment</u>	<u>Manufacturer or Supplier</u>
Grit Removal Equipment	<u>NATIONAL HYDRO</u>
Raw Sewage Pumps	<u>FAIRBANKS - MORSE</u>

Equipment

Manufacturer or Supplier

Clarifier Mechanisms

WALKER PROCESS

Raw Sludge and Scum Pumps

MARLOWE

Submerged Turbine Aerators

INFILCO

Return and Waste Sludge Pumps

FARBANKS - MORSE

Chlorination and Dechlorination  
Equipment

CAPITAL CONTROLS

Plant Water Pumps

FARBANKS - MORSE

Anaerobic Digester Covers, Mixing  
Systems, Gas Equipment and  
Sludge Heating Equipment

ATARA

Centrifugal Blowers

LAMBSON

Belt Filter Presses

ASHBROOK - SIMON - HARTLEY  
4x2

Number and Size of Belt Filter Presses

Polymer Feed Equipment

ACRISAN

Sludge Blending Mechanism

LINK BELT

Progressive Cavity Pumps

MOYNO

Instrumentation System

HYDROLOGICS

Odor Control Equipment

VIROTROL

Circular Dome Covers

CONSERVATEK

Sluice Gates

ENVIRONMENTAL ELEMENTS

Motor Control Centers

WESTINGHOUSE

Variable Speed Pump Drives  
And Controls

FAIRBANKS - MORSE

SUBCONTRACTORS

Each Bidder must provide information on the major subcontractors he proposes to use:

- | Item          | Subcontractor |
|---------------|---------------|
| 1. Electrical | <u>Amco</u>   |
| 2. Mechanical | _____         |

Other Major Subcontractors whose subcontracts exceed \$200,000.

- |    |  |
|----|--|
| 3. | <u>PACHECO PLUMBING OR P.A.R. MECHANICAL</u> |
| 4. | _____  |
| 5. | _____  |
| 6. | _____  |

If awarded the contract for the foregoing work, the undersigned hereby agrees to execute the formal contract and furnish the required bond on the forms included in these contract documents, and procure the required insurance within ten (10) consecutive calendar days from and including the date of the "Notice of Award" of said contract.

The undersigned further agrees that should this proposal be accepted, he will commence work within ten (10) consecutive calendar days from and including the date of the "Notice to Proceed" and he will complete all of the work covered by these contract documents within the contract period and construction sequence described in the Information to Bidders.

As time is an essential element of the contract, all work shall be completed within the contract period. For each calendar day that any work shall remain uncompleted after the end of the contract period, for each part, the amount of Three Hundred Dollars (\$300.00) per calendar day will be assessed, not as a penalty but as a predetermined and agreed liquidated damage.

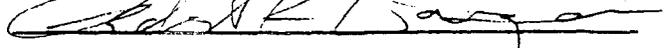
The undersigned (has) X (has not) \_\_\_\_\_ previously performed work subject to the President's Order No. 11246.

As evidence of good faith we herewith submit a certified check, cashier's check or bid bond for \$ 5% being five percent (5%) of this bid proposal, which shall become the property of the Owner in case the undersigned fails to enter into a contract with the Owner and to furnish bond to validate said contract in accordance with the specifications.

THE UNDERSIGNED BIDDER HEREBY EXPRESSLY ACKNOWLEDGES HIS UNDERSTANDING OF AND HIS AGREEMENT TO COMPLY DURING THE PERFORMANCE OF ANY WORK UNDER ANY CONTRACT RESULTING FROM THIS BID WITH ALL EQUAL OPPORTUNITY OBLIGATIONS AS SET FORTH IN 40 DFT PART 8 AND 41 CFR PART 60.1 AND 60.4.

Respectfully Submitted,  
Robert Dougan Construction Co

By



Title President

Address 2100 S. Valentia Street

Denver, Colorado 80231

If awarded a contract, our surety Company will be St. Paul Fire and Marine  
Insurance Co

(Name of Surety Company)

of St Paul, Minnesota

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Robert Dougan Construction Co., hereinafter called the Principal, and St. Paul Fire and Marine Insurance Co. hereinafter called the Surety, are jointly and severally held and firmly bound unto \_\_\_\_\_, County of Mesa, State of Colorado, hereinafter called the Owner, in the sum of Sixteen Million, Five Hundred and Twenty-One Thousand Dollars (\$ 16,521,000.00), lawful money of the United States of America, to be paid to the Owner for the payment whereof the Principal and Surety hold themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly bound by these presents.

WHEREAS, the Principal has, by means of a written agreement dated January 5, 19 82, entered into a Contract with the Owner for the construction of Persigo Wash Wastewater Treatment Plant, which Contract is by reference made a part hereof the same as though fully set forth herein;

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. The Principal shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may suffer by reason of failure so to do; and (3) fully reimburse and repay said Owner all outlay and expenses which said Owner may incur in making good any default.

SECOND. The Principal shall protect, defend, indemnify and save harmless the Owner, the Architect-Engineer, and their officers, agents, servants and employees, (Hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including in part the loss of use resulting therefrom, arising from any act or omission of the Principal, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Principal's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Principal's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, excepting only that the Principal shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

THIRD. The Principal shall pay all persons, firms and corporations all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment furnished, and for all materials and equipment used or rented in the performance of Principal's Contract.

FOURTH. The Principal shall keep the work constructed under his Contract in good repair for a period of one (1) year ~~six~~ from date of final acceptance by said Owner.

Then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Every Surety on this bond shall be deemed and held, any Contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the Contractor in which to perform the Contract.
2. To any change in the Plans, Drawings, Specifications, Contract or other Contract Documents, when such change does not involve an increase of more than twenty percent (20 percent) of the total contract price, and shall then be released only as to such excess increase.

Unless prohibited by law, an action on the payment and performance provisions of this bond may be brought by the Owner or any person entitled to the benefits of this bond at any time within five years from date of final settlement of the Contract, and under the maintenance provisions of this bond an action may be brought within five years from the time the cause of action arises.

Principal and Surety are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS 5th day of January, 1982.

IN PRESENCE OF:

WITNESS: (As to Individual)

ROBERT DOUGAN CONSTRUCTION CO.  
Principal

By Robert K. Dougan PRES.  
(Name) (Title)

ATTEST: (As to Corporation)

Richard J. Dalk  
Secretary

(CORPORATE SEAL)

ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
Surety

By Stephanie Anderson  
Attorney-in-fact

Stephanie Anderson

COUNTERSIGNED:

N/R

( ) Resident Agent (Print name below)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State



Frank B. Hall & Co. of Colorado  
1777 South Harrison Street  
P.O. Box 17229  
Denver, Colorado 80217  
(303) 758-7688

(SEAL OF SURETY)



ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
385 Washington Street, St. Paul, Minnesota 55102

CERTIFICATE OF  
AUTHORITY NO.

**GENERAL POWER OF ATTORNEY - CERTIFIED COPY**  
(Original on File at Home Office of Company. See Certification.)

259004

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State Minnesota, and having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

C. Gale Neiswanger, Walter J. Kulp, Jr., C. Workman, Guy R. Fogel,  
Stephanie Anderson, Patricia L. Reece, individually, Denver, Colorado

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF TWENTY FIVE MILLION (\$25,000,000)  
EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

- "The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority
- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
  - (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
  - (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers 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 signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."



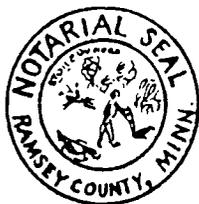
IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of January, A.D. 1980.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA }  
County of Ramsey } ss.

*[Signature]*  
Vice President

On this 14th day of August, 19 81, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

*[Signature]*

V.C. INNES, Notary Public, Ramsey County, MN  
My Commission Expires April 27, 1983

**CERTIFICATION**

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



IN TESTIMONY WHEREOF, I have hereunto set my hand this  
5th day of January, 19 82.

*[Signature]*  
Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-9821 and ask for the Power of Attorney Clerk. Please refer to the above Certificate of Authority No. and the above named individual(s).

CERTIFICATE OF INSURANCE (Workmen's Compensation & Liability)

Project Persigo Wash Wastewater Treatment Plant Location Grand Junction, Colorado  
 Owner County of Mesa Address Grand Junction, Colorado  
 Contractor (Insured) Robert Dougan Construction Co Address Denver, Colorado

The undersigned hereby certifies that the following policies, subject to their terms, conditions and exclusions have been issued by the named companies to the above Insured and are presently in full force and effect:

**A. WORKMEN'S COMPENSATION:**

Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Insurance Co. \_\_\_\_\_ Address \_\_\_\_\_  
 COVERAGE: Statutory Workmen's Compensation. Employers Liability Limit \$ \_\_\_\_\_ Each Accident.

Locations covered \_\_\_\_\_

**B. COMPREHENSIVE GENERAL LIABILITY & PROPERTY DAMAGE:**

Policy No. 583JL0050 Expiration Date 1/1/83  
 Insurance Co. St. Paul Fire and Marine Ins. Co. Address Denver, Colorado

LIMITS:

Bodily Injury, including Personal Injury.  
 \$ \_\_\_\_\_ Each Person Property Damage \$ 250,000. Each Occurrence  
 \$ 500,000 Each Occurrence \$ 250,000. Aggregate  
 \$ 500,000 Aggregate Other \_\_\_\_\_

COVERAGE PROVIDED (Check Applicable Squares):

	Yes	No	Property Damage Liability Includes:	Yes	No
Premises Operations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Damage due to blasting (explosion)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subcontractor Operations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Damage due to collapse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personal Injury	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Damage to underground facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed Operations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Broad Form Property Damage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contractual Liability (Per Spec)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Operations of Contractor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Contractual	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**C. COMPREHENSIVE AUTOMOBILE LIABILITY & PROPERTY DAMAGE:**

Policy No. 583JL0050 Expiration Date 1/1/83  
 Insurance Co. St. Paul Fire and Marine Ins. Co. Address Denver, Colorado

LIMITS:

Bodily Injury \$ 250,000 Each Person Property Damage \$ 100,000. Each Occurrence  
 \$ 500,000. Each Occurrence Other \_\_\_\_\_

COVERAGE PROVIDED - for operation of all owned, non-owned and hired vehicles.

**D. UMBRELLA EXCESS LIABILITY: \*\* Policy No. amended to**

\*\* Policy No. ~~523167302~~ 523167302 7 Expiration Date 1/1/83  
 Insurance Co. U.S. Fire Insurance Co. Address Denver, Colorado

LIMITS: Single Limit Bodily Injury and Property Damage \$ 5,000,000 Each Occurrence.

COVERAGE PROVIDED - Applies in excess of the coverages listed above for Employer's Liability. Comprehensive General, Automotive and Property Damage Coverage.

The undersigned further certifies that in the event of cancellation or any material change in any of the above policies, thirty (30) days prior written notice of such cancellation or change shall be delivered by registered mail to the above Owner.

NAME OF AGENCY Frank B. Hall & Co of Colorado Address P.O. Box 17229, Denver, CO 80217  
 Date 1/22/82 By John P. Fogel Agent Authorized Insurance Representative

Specified minimums AMENDED CERTIFICATE - ISSUED IN LIEU OF CERTIFICATE (Signature required)  
 DATED 1/18/82

**A. COMPREHENSIVE GENERAL LIABILITY:**

Bodily Injury: (Inc. Personal Injury) \$ \_\_\_\_\_ each person/\$ \_\_\_\_\_ each occurrence.  
 Property Damage: \$ \_\_\_\_\_ each occurrence/\$ \_\_\_\_\_ aggregate.

**B. COMPREHENSIVE AUTOMOBILE LIABILITY:**

Bodily Injury: \$ \_\_\_\_\_ each person/\$ \_\_\_\_\_ each occurrence.  
 Property Damage: \$ \_\_\_\_\_ each occurrence.

# FRANK B. HALL & CO.

OF COLORADO

INSURANCE BROKERS

1777 South Colorado Boulevard, Suite 700 • P.O. Box 17229 • Denver, Colorado 80217

(303) 758-7688

Name of Insured ROBERT DOUGAN CONSTRUCTION CO. AND THE COUNTY OF MESA, COLORADO  
UTILITY DIRECTOR OF THE CITY OF GRAND JUNCTION

Mailing Address 2100 S. Valentia Street, Denver, Colorado 80321

Insured: HENNINGSON, DURHAM & RICHARDSON, INC.

~~Myrtle~~ 1100 Capital Life Center, Denver, Colorado 80203

Location of Risk(s) PERSIGO WASH WASTEWATER TREATMENT PLANT, GRAND JUNCTION, COLORADO

Binder Term: Commencement 2/1/82 Expiration Upon issuance of policy

Policy Term: Commencement 2/1/82 Expiration 11/1/83

Coverages Afforded:

ALL RISK BUILDERS RISK

\$16,521,000. Limit of Liability at any one jobsite  
\$1,000. Deductible all covered perils except \$25,000 deductible on Flood  
Includes Testing and Boiler & Machinery Coverage

INSTRUCTION TO COMPANY:

- Hold for further instructions
- Issue policy
- Renew policy No. \_\_\_\_\_

Bound With Aetna Insurance Company

Date 1/25/, 1982.

By: *Greg R. Joyce*  
Frank B. Hall & Co. of Colorado

# FRANK B. HALL & CO.

OF COLORADO  
INSURANCE BROKERS

1777 South Colorado Boulevard, Suite 700 • P.O. Box 17229 • Denver, Colorado 80217  
(303) 758-7688

Name of Insured ROBERT DOUGAN CONSTRUCTION CO. AND THE COUNTY OF MESA, COLORADO  
UTILITY DIRECTOR OF THE CITY OF GRAND JUNCTION  
Mailing Address 2100 S. Valentia Street, Denver, Colorado 80321  
Add'l Insured: HENNINGSON, DURHAM & RICHARDSON, INC.  
~~My 1/25/82~~ 1100 Capital Life Center, Denver, Colorado 80203  
Location of Risk(s) PERSIGO WASH WASTEWATER TREATMENT PLANT, GRAND JUNCTION, COLORADO

Binder Term: Commencement 2/1/82 Expiration Upon issuance of policy  
Policy Term: Commencement 2/1/82 Expiration 11/1/83

Coverages Afforded:

OWNER'S AND CONTRACTORS' PROTECTIVE LIABILITY

Limits: \$500,000/\$1,000,000 Bodily Injury Liability  
\$500,000/\$1,000,000 Property Damage Liability

Includes Blasting, Collapse and Underground Coverages

INSTRUCTION TO COMPANY:

- Hold for further instructions
- Issue policy
- Renew policy No. \_\_\_\_\_

Bound With St. Paul Insurance Company

Date 1/25/, 1982.

By: *Guip R. Jemel*  
Frank B. Hall & Co. of Colorado