(605) 342-5634
RAPID CITY, SD 57709-1277
P.O. BOX 1277
REMOVAL AND REMOVALING
ASBESTOS, INC.

OCTOBER 19, 1992 TO AUGUST 14, 1993
PRELIMINARY LOG

HELENA, MT
LEWIS AND CLARK COUNTY
HELENA HOUSING AUTHORITY
PROJECT DOCUMENTATION

DUPLICATE
LEGAL

PERFORMANCE BONDS

CERTIFICATE OF INSURANCES

NOTICE TO PROCEED

SECTION 1

PERSONNEL

PROJECT ROSTER

TRAINING CERTIFICATIONS

SECTION 2
Secretary of Revenue
Randy J. Schuster

Rapid City, SD 57709-1277
P.O. Box 1277
410 N. 44th
Asbestos, Inc.

Non-Transferable
FILE CODE 11-1
BUSINESS CLASSES 1799
ISSUE DATE 12-11-86
LICENSE NUMBER 53E-20739-1
EXPIRATION DATE 11-08-91
NOT APPLICABLE
CONTRACTORS EXCISE TAX LICENSE / SOUTH DAKOTA SALES TAX DIVISION
DEPARTMENT OF REVENUE

earliest convenience. The documentation, please feel free to contact our office at your

permit is also enclosed. A copy of the necessary license and

We have inserted a project title page which notes all persons

abated. Thirty years with all other legal documents of the building being

accompanied by the final submittals.

If the owner permits photographs of the work sites, they will

FINAL SUBMITTALS
PRELIMINARY SUBMITTALS

of submittals for their abatement files.

Asbestos, Inc. provides the owner of the project site with two sets

INTRODUCTION
The owner and contractor agree as set forth below:

HELENA, MT 59601

G.L. NO. LAST CHANCE GASTCH, SULITE 2
CAMPBELL, CROMMEN & KARN, AIA

HELENA, MT 59601

HUD PROGRAM NO. MT 6P04-992, PROCTOR & GUNTER, P.O. Box 4798
1992 LEAD BASED PAINT ABREU DI, MODERNIZATION PHASE II (REVISED)

ABSESTOS SPECIASTS
ABSESTOS, INC.

HELENA, MT 59601

182 ABBEY

HELENA HOUSING AUTHORITY

BETWEEN the Owner:

NINETY-TWO DAY OF SEPTMBER in the year of

and the Contractor:

NINETY-FIRST DAY OF SOLISTEMBER made of the

IN THIS AGREEMENT

1987 EDITION

STIPULATED SUM

where the basis of payment is a

Owner and Contractor

Standard Form of Agreement Between

AIA Document A101
BEYOND THE TIME ALLOWED IN THE CONTRACT.

AFTER, FOR WHICH THE PROJECT REMAINS INCOMPLETE AND UNACCEPTED
HUNDRED ($100.00) DOLLARS FOR EACH CONSECUTIVE CALENDAR DAY THERE-
THEROF. THE CONTRACTOR AGREES TO PAY AS LIQUIDATED DAMAGES, THE SUM OF ONE
THREE HUNDRED (300) CALENDAR DAYS FROM THE DATE ESTABLISHED IN THE
CONTRACT.

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The documents shall contain the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others or as follows:

THE WORK OF THIS CONTRACT

ARTICLE 2

The documents consist of this Agreement, a supplement to the Contract (general, supplementary and other conditions)
9.3 The Contractor shall pay the Owner the Contract Sum of the Contractor's performance of the Contract Sum of the following:

<table>
<thead>
<tr>
<th>UNIT PRICES</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,362</td>
<td>$542,352</td>
</tr>
</tbody>
</table>

9.4 The Contractor's performance of the Contractor's performance of the Contract Sum of the following:

<table>
<thead>
<tr>
<th>UNIT PRICES</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>30,969</td>
<td>60,939</td>
</tr>
<tr>
<td>30,000</td>
<td>60,000</td>
</tr>
<tr>
<td>11,000</td>
<td>22,000</td>
</tr>
<tr>
<td>17,998</td>
<td>35,998</td>
</tr>
<tr>
<td>$13,800</td>
<td>$27,600</td>
</tr>
</tbody>
</table>
Promissory Preambles

Article 5

The promissory preambles, subject to the provisions of the contract documents, the amount of each promissory preambles shall be comprised as follows:

5.3 Provided an application for payment is received by the architect at the end of the month, or 25th day of the month, the architect shall notify the contractor of the amount due.

5.2 The bonds covered by each application for payment shall be one calendar month ending on the last day of the month or as

5.1 Application for payment submitted to the architect by the contractor is subject to the promissory preambles.
The work may be suspended by the Owner as provided in Article 14 of the Contract Conditions.

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the Contract Conditions.

ARTICLE 6

TERMINATION OR SUSPENSION

ARTICLE 7

MISCELLANEOUS PROVISIONS

ARTICLE 6

FINIAL PAYMENT
SEE ATTACHMENT

Page

Title

Section

Refer to the specifications here or refer to an exhibit attached to this Agreement.

The Specifications are those contained in the Project Manual dated as of Supplemental, 9.1.3, and are as follows:

9.1.4 The Specifications are those contained in the Project Manual dated as of Supplemental, 9.1.3, and are as follows:

(13)

SECTION CONDITIONS (12 - 16)

SUPPLEMENT TO THE GENERAL CONDITIONS

Program (1 - 10)

GENERAL CONDITIONS OF THE CONTRACT

Pages

Title

Document

9.1.3 The Supplementary and other conditions of the Contract are those contained in the Project Manual dated September 1992.


9.1.1 The Agreement is the executed standard form of Agreement between Owner and Contractor, as contained in Document A201, 1987 Edition.

9.1.0 The Contract Documents, except forhibitions issued after execution of this Agreement, are contained as follows:

ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 9
Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.6 The Addenda, if any, are as follows:

- Lead based paint abatement details
  - Floor plans, 4-2
  - Floor plans, 4-1
  - Site plan, 4-1 and 4-2

Date: September 3, 1992
Pages: 2
Number: 1
Robert Horsey, Pres.

Sherron Massman, DPA, Asbestos Specialists, Inc.

Helena Housing Authority

Owner

The Agreement is entered into as of the day and year first written above and is executed in at least three (3) copies of which one is to be delivered to the Contractor one to the Architect for use in the administration of the Contract and the remainder to the

This Agreement

9.17 Other documents, if any, forming part of the Contract Documents are as follows:

<table>
<thead>
<tr>
<th>Document A</th>
<th>Document B</th>
<th>Document C</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

(If there are any attachments, they should be listed here and not be part of the Contract Documents.)
Performance Bond

AIA Document A312

The American Institute of Architects
12. DEFINITIONS

12.1 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 Contractor 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page and including all Contract Documents and changes thereto.

12.3 Construction Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

[Signature]
Name and Title: [Name and Title]
Address: [Address]

[Signature]
Name and Title: [Name and Title]
Address: [Address]

[Signature]
Name and Title: [Name and Title]
Address: [Address]
Payment Bond

AIA Document A312

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 9230078
The principal purpose of this Agreement, the purpose of this Agreement, has been met and the conditions of the Agreement have been satisfied. The principal purpose of this Agreement, the purpose of this Agreement, has been met and the conditions of the Agreement have been satisfied. The principal purpose of this Agreement, the purpose of this Agreement, has been met and the conditions of the Agreement have been satisfied. The principal purpose of this Agreement, the purpose of this Agreement, has been met and the conditions of the Agreement have been satisfied. The principal purpose of this Agreement, the purpose of this Agreement, has been met and the conditions of the Agreement have been satisfied.
An original signature shall not be obscured by any other material items or letters
or numbers or by any other material items or letters.

Address:__________________________
Name and Title:____________________
Signature:________________________

Company:__________________________
(Corporate Seal)

Contractor as Principal
__________________________
Survey
(Corporate Seal)

(See page for additional signatures of other parties, other than those appearing on the cover page)

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

1. Removal or destruction of a statutory bond and not a copy to be made.

DEFINITIONS

13. Prime Contractor: An individual or entity having a direct contract with the Contractor or a subcontractor of
the Contractor.

14. Upon request by any person or entity appearing to be a common law bond, the bond shall be construed as a statutory bond and not as a

15. Telephone service or rental equipment used in the

16. Labor services, materials of every description, which have been furnished by the Contractor in the course of the

17. Failure of the Owner, which has been

18. Changes in labor.

19. Notice to the Contractor.

20. Construction Contract: The agreement between the Owner and the Contractor identified on the face of this bond.

21. The Owner and the Contractor identified on the face of this bond.

22. The Agreement between the Contractor, architectural and engineering

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Page 1 of 2

In the name of the God of Heaven, a member of the Board of Directors of the American Bonding Company, in the State of Arizona, do hereby publish the following:

On this 29th day of September, 1992, the Board of Directors of the American Bonding Company, in the State of Arizona, do hereby certify that the American Bonding Company is in the business of providing surety bonds and other financial guarantees to its clients. The Board of Directors hereby authorizes the issuance of the following bonds and financial guarantees:

1. American Bonding Company Surety Bond
2. American Bonding Company Performance Bond
3. American Bonding Company Payment Bond

The total amount of bonds and financial guarantees issued is $500,000 (FIVE HUNDRED THOUSAND DOLLARS). The bonds and financial guarantees are issued under the authority of the American Bonding Company and are secured by the sureties and guarantors named in the bonds and financial guarantees.

The undersigned, as Assistant Secretary of the American Bonding Company, do hereby authorize the issuance of the bonds and financial guarantees as described above.

South Carolina, this 29th day of September, 1992.

[Signature]

Gerald Bonding Company

Assistant Secretary
<table>
<thead>
<tr>
<th>Name and Address of Insured</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>HELENA HOUSING AUTHORITY</td>
<td>Lead-Based Paint Abatement Liability</td>
<td>OPH 00323</td>
<td>10-01-93</td>
</tr>
</tbody>
</table>

This is to certify that the policy of insurance listed below has been issued to the insured named above and is in force at this time.

It is understood and agreed that the insurance provided by this policy shall apply only to an occurrence arising out of the actual, alleged, threatened discharge, dispersal, escape, or containment of Lead-Based Paint, or threatened discharge, dispersal, escape, or containment of Lead-Based Paint Waste, or direct or indirect exposure to Lead-Based Paint or Lead-Based Paint Waste, or the use, treatment, storage, disposal, transportation, release, or leaking of Lead-Based Paint or Lead-Based Paint Waste.

Who is an insured:
- Section I:
  - The policy is amended to include any individual, partnership, or corporation named as a certificate holder who is involved in the handling, storage, disposal, transportation, release, or leaking of Lead-Based Paint or Lead-Based Paint Waste in connection with the abatement or removal of Lead-Based Paint or Lead-Based Paint Waste.

Additional Insureds:
- Contractors, subcontractors, suppliers, and other parties who are involved in the handling, storage, disposal, transportation, release, or leaking of Lead-Based Paint or Lead-Based Paint Waste in connection with the abatement or removal of Lead-Based Paint or Lead-Based Paint Waste.

The insurance provided by this policy is null and void if there is any violation of the applicable laws or regulations concerning the handling, storage, disposal, transportation, release, or leaking of Lead-Based Paint or Lead-Based Paint Waste.

Name and Address of Certificate Holder:
- ASBESTOS, INC.
- Box 4598
- Helena, MT 59601

Date Issued:
- 10-01-93

Authorized Representative:
- 10-02-92

SL 0336 (10/90)
This endorsement modifies insurance provided under the following:

PacificProducers Protection Liability Coverage Part
Producers/Contractors Protection Liability Coverage Part
Pollution Liability Coverage Part
Owners and Contractors Protection Liability Coverage Part
Aircraft Coverage Part
Commercial Property Coverage Part
Commercial Hauling Coverage Part
Commercial Crime Coverage Part
Commercial Auto Coverage Part
Businessowners Policy
Builder and Mechanics Coverage Part

This endorsement changes the policy, please read it carefully.

**WITH STATUTES**

**MONTANA CHANGES - CONFORMITY**

*copyright. us commercial print service inc. 1992
*copyright. insurance services office inc. 1993*
HELENA HOUSING AUTHORITY

Thefore, for each consecutive calendar day the project remains incomplete after which time the contract cancels liquidated damages in the sum of one hundred dollars ($100)
August 14, 1993
300 consecutive calendar days; therefore, your completion date is October 19, 1992. You have been awarded the contract for the above referenced project.

NOTICE TO PROCEED

M-1 and M-2 (REV)

RE: LBA A Modernization, Phase II

Helena, MT. 59604
Box 4598
Asbestos Inc.

DATE Oct. 19, 1992

RECEIVED OCT 20 1992
These employees will be representing Asbestos, Inc. in the event you should have any questions, or comments. Please feel free to contact our office at the location specified above.

Timothy Sickels
John Zatzman
Edward Paredes
Robert Ussery
Anthony Page
Richard Sadowski - Painter
Kevin Mitchell - Shop Person
Robert King
Lyn Lank
Robert Mersnow
Russell Carver
Eddie Gold
Richard Abstract
Dennis Ellis - Recorder
Supervisor: Clarence O. Hubbard

TECHNICIANS:

The following is a list of the personnel who will be representing Asbestos, Inc. at your location to perform the asbestos and/or lead base paint abatement.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>HELENA, MT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT</td>
<td>HELENA HOUSING AUTHORITY</td>
</tr>
<tr>
<td>ASBESTOS, INC.</td>
<td>DEC 1992 - JUN 1993</td>
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</tbody>
</table>

PERSONNEL ROSTER

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ASBESTOS, INC.
HELENA HOUSING AUTHORITY, HELENA, MONTANA

COURSE SPONSOR:

COURSE CONTENT:

The correct use of engineering controls and implementation of good work practices.

The proper use and maintenance of protective clothing and equipment.

The specific methods of abatement to be used.

The importance of good personal hygiene.

The known health effects associated with exposure.

Possible routes of exposure to lead.

COURSE DATE:

NAME OF COURSE:

Practices and Procedures in Lead Based Paint Abatement

ADDRESS:

RUSSELL HAUPT

92092-12

CERTIFICATE OF SATISFACTORY COMPLETION

CHEN-NORTHERN INC. DIVISION

HUNTINDON
INSTRUCTOR

HELENA HOUSING AUTHORITY, HELENA, MONTANA

COURSE PROVIDER:

The correct use of cleaning controls and implementation of good work practices.

- The proper use and maintenance of protective clothing and equipment.

- The specific methods of abatement to be used.

- The importance of good personal hygiene.

- The known health effects associated with exposure.

- Possible routes of exposure to lead.

COURSE CONTENT:

EXAMINATION DATE: N/A

COURSE DATE: September 28-29, 1992

NAME OF COURSE:

Practices and Procedures in Lead Based Paint Abatement

State: Montana
Zip: 59604
City: Helena
Address: Absalon Inc., P.O. Box 4598

TIME TICKETS:

Certificate No.
920929-11

CERTIFICATE OF SATISFACTORY COMPLETION

Chen-Northern Inc. Division
HUNTINGDON
BILLINGS, MONTANA 59101
600 SOUTH 25TH STREET
CHEN-NORTHERN INC.

COURSE PROVIDER:

HELENA HOUSING AUTHORITY, HELENA, MONTANA

COURSE SPONSOR:

COURSE CONTENT:

- The correct use of controlling controls and implementation of good work practices.
- The proper use and maintenance of protective clothing and equipment.
- The specific methods of exposure to be used.
- The importance of good personal hygiene.
- The known health effects associated with exposure.
- Possible sources of exposure to lead.

EXAMINATION DATE: N/A

COURSE DATE: September 28-29, 1992

NAME OF COURSE:

Practices and Procedures in Lead-Based Paint Abatement

CITY: Helena

STATE: Montana

ZIP: 59604

ADDRESS:

Asbestos Inc., P.O. Box 4598

JOHN SATTERWHITE

NAME:

CERTIFICATE NO.:

920929-10

CERTIFICATE OF SATISFACTORY COMPLETION

Chen-Northern, Inc. Division

HUNTINGDON
HELENA HOUSING AUTHORITY, HELENA, MONTANA

COURSE SPONSOR:

COURSE CONTENT:
- The correct use of engineering controls and implementation of good work practices.
- The proper use and maintenance of protective clothing and equipment.
- The specific methods of abatement to be used.
- The importance of good personal hygiene.
- The known health effects associated with exposure.
- Possible routes of exposure to lead.

COURSE DATE: September 28-29, 1992
EXAMINATION DATE: N/A
NAME OF COURSE: Practices and Procedures in Lead Based Paint Abatement

City:
State:
Address:
Name:
Certificate No.:

HELENA, MONTANA

Asbestos Inc. P.O. Box 4598

920929-09

COURTNEYS DIVISION
HUNTINGDON
INSTRUCTOR

BILLINGS, MONTANA 59101
600 SOUTH 25TH STREET
CHEN-NORTHERN INC.

COURSE PROVIDER:

HELENA HOUSING AUTHORITY, HELENA, MONTANA

COURSE SPONSOR:

The correct use of respiratory controls and implementation of good work practices.

The proper use and maintenance of protective clothing and equipment.

Specific methods of abatement to be used.

The importance of good personal hygiene.

Known health effects associated with exposure.

Possible routes of exposure to lead.

COURSE CONTENT:

EXAMINATION DATE: N/A

COURSE DATE: September 28-29, 1992

NAME OF COURSE: Practices and Procedures in Lead-Based Paint Abatement

City: Helena
State: Montana
Zip: 59604

Address: Asbestos Inc., P.O. Box 498

Name: Richard Calbraith

Certificate No.: 920929-08

CERTIFICATE OF SATISFACTORY COMPLETION

Chen-Northerrn Inc. Division
HUNTINGDON
CERTIFICATE OF SATISFACTORY COMPLETION

Certificate No.: 9200020-07
Name: RODOLFO SAKEDO SALCEDO
Address: Asbestos, Inc. P.O. Box 4598
City: Helena
State: Montana
Zip: 59604

NAME OF COURSE: Practices and Procedures in Lead Based Paint Abatement

COURSE DATE: September 28-29, 1992
EXAMINATION DATE: N/A

COURSE CONTENT:
- Possible routes of exposure to lead.
- The known health effects associated with exposure.
- The importance of good personal hygiene.
- The specific methods of abatement to be used.
- The proper use and maintenance of protective clothing and equipment.
- The correct use of engineering controls and implementation of good work practices.

INSTRUCTOR:

COURSE SPONSOR:
HELENA HOUSING AUTHORITY, HELENA, MONTANA

COURSE PROVIDER:
CHEN-NORTHERN, INC.
600 SOUTH 25TH STREET
BILLINGS, MONTANA 59101
INSTRUCTOR

HELENA HOUSING AUTHORITY, HELENA, MONTANA

COURSE SPONSOR:

HELENA HOUSING AUTHORITY, HELENA, MONTANA

COURSE CONTENT:

- The correct use of engineering controls and implementation of good work practices.
- The proper use and maintenance of protective clothing and equipment.
- The specific methods of abatement to be used.
- The importance of good personal hygiene.
- The known health effects associated with exposure.
- Possible routes of exposure to lead.

EXAMINATION DATE: N/A

COURSE DATE: September 28-29, 1992

NAME OF COURSE:

Practices and Procedures in Lead Based Paint Abatement

State: Montana
City: Helena
Address: Abesios, Inc. P. O. Box 4998

LYN LANG

CERTIFICATE OF SATISFACTORY COMPLETION

Name:
Certificate No.

HUNTINGDON

Chen-Northern, Inc. Division
The correct use of engineering controls and implementation of good work practices.

The proper use and maintenance of protective clothing and equipment.

The specific methods of abatement to be used.

The importance of good personal hygiene.

The known health effects associated with exposure.

Possible routes of exposure to lead.

COURSE CONTENT:

EXAMINATION DATE: N/A

COURSE DATE: September 28-29, 1992

NAME OF COURSE: Practices and Procedures in Lead Based Paint Abatement

City: Helena
State: Montana
Zip: 59604
Address: Asbestos Inc., P.O. Box 4598
Clearance Cabana
Certificate No.: 920929-04

CERTIFICATE OF SATISFACTORY COMPLETION

Chen-Northern, Inc. Division
HUNTINGDON
INSTRUCTOR

BILLING'S MONTANA 59101
600 SOUTH 25TH STREET
CHIEN-NORTHERN INC.

HELENA HOUSING AUTHORITY, HELENA, MONTANA

SPONSOR:

COURSE PROVIDER:

COURSE CONTENT:

The correct use of engineering controls and implementation of good work practices.

The proper use and maintenance of protective clothing and equipment.

The specific methods of abatement to be used.

The importance of good personal hygiene.

The known health effects associated with exposure.

Possible routes of exposure to lead.

EXAMINATION DATE: N/A

COURSE DATE: September 28-30, 1992

NAME OF COURSE:

Practices and Procedures in Lead-Based Paint Abatement

State: Montana

City: Helena

Address: Abesias Inc. P.O. Box 4588

Name: ROBERT RUSSELL

Certificate No.: 920929-02

CERTIFICATE OF SATISFACTORY COMPLETION

Chien-Northern, Inc. Division

HUNTINGDON
Instructor

HELena housING AUTHORITY, HELena, MONTANA

COURSE SPONSOR:

The correct use of effective controls and implementation of safe work practices.
The proper use and maintenance of protective clothing and equipment.
The specific methods of abatement to be used.
The importance of good personal hygiene.
The known health effects associated with exposure.

Possible routes of exposure to lead.

COURSE CONTENT:

EXAMINATION DATE: N/A

Course Date: September 28-29, 1992

Name of course: Practices and Procedures in Lead Based Paint Abatement

City: Helena
State: Montana
Zip: 59604

Address: Asbestos, Inc., P.O. Box 4598

Name: ANTHONY PAGE

Certificate No.: 9200929-01

Certificate of satisfactory completion

Chen-Northerm, Inc. Division

Huntingdon
Certificate of Completion

Robert S. Kirwan

Has completed the Workplace Resources/ATP's Lead Abatement Awareness Course, the exam, and met the requirements of WAC 296-62-0752(12) and OCR 437-8-2 Lead (0) on 25 Nov 92.

Edwin Edinger, Manager

Date: 25 Nov 92