



BOARD OF DIRECTORS MEETING

January 20, 2021 | 7:30AM– 9:00AM

301 Walnut Street, Third Floor, Windsor, CO 80550

(NOTE: Meeting will be held via ZOOM only.)

<https://us02web.zoom.us/j/83545131638?pwd=Zzh2OTZqbU1HU1B1ZXNsUEZMWXowdz09>

Meeting ID: 835 4513 1638

Passcode: 249734

One tap mobile

+13462487799,,83545131638#,,,,*249734# US (Houston)

Agenda

- A. Call to Order 7:30AM**
- B. Roll Call
- C. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
- D. Public Invited to be Heard (*3 Minutes Per Person*)
- E. Approval of Minutes from the Regular Board of Directors Meeting December 16, 2020 and Special Meeting January 6, 2021.
- F. Report of Bills, Budget Status – M. Ashby
- G. Resolution 2021-DDA-01. A Resolution of the Board of Directors of the Windsor, Colorado, Downtown Development Authority Designating a Location for the Posting of Public Meeting Notices and Establishing Regular Meeting Dates. – J. Liley
- H. Small Façade Improvement Grant – 427 Main Street – Dave Roberts. *Staff Recommend Approval. Sample motion: Move to approve funding not to exceed \$500.00 for a Small Façade Improvement Grant for 427 Main.*
- I. Façade Improvement Grant – 419 Main Street – Grant Nisely. *Staff Recommend Conditional Approval. Sample motion: Move to conditionally approve funding not to exceed \$19,250.00 for a Façade Improvement Grant for 419 Main pending revisions to the plans for (insert if necessary) and planning department approval.*
- J. 7th and Walnut Corridor Plan Update – Paul Hornbeck (Town), Carlos Hernandez.
- K. KEY INITIATIVES: 8:30AM**
1. Committee Assignments – Board Lead and Topics
 2. Mill Project Update – Entertainment District Feasibility Study
 3. Backlot Boardwalk Update
 - i. 215 4th Street Update
 1. Proposals Received, Interviews Scheduled
 - ii. Backlot Alley
 1. Prioritization of next steps
 - iii. 512 Ash Demolition
 1. Demolition Status Update – (Mike Scholl)
 2. Consideration of the following agreements:
 - a. Hudspeth Abatement and Demolition Agreement
Sample motion: Move to approve the attached agreement with Hudspeth and Associates, Inc., and authorize DDA legal counsel to make minor changes to the agreement that do not substantially

Note: Double Underlined items indicate attachments.



DOWNTOWN DEVELOPMENT AUTHORITY

alter the DDA's rights or obligations and further authorize the board chair to execute the agreement.

b. DiNardo Agreement (DDA owners rep)

Sample motion: Move to approve the attached agreement with Mr. Di Nardo and authorize DDA legal counsel to make minor changes to the agreement that do not substantially alter the DDA's rights or obligations and further authorize the board chair to execute the agreement

c. NeuMark Agreement Termination – J. Liley

Sample motion: Move to approve termination of the agreement with Neumark Commercial Builders, LLC, with payment to Neumark of \$3,000 for services rendered and mutual acknowledgement of no-fault, and authorize the board chair to execute a termination agreement.

iv. Backlot Development

1. Proposals Received, Interviews Scheduled

4. District Expansion/Sustainability – No Updates

L. Executive Director's Report – M. Ashby

M. COMMUNICATIONS & NEWS:

N. Adjourn

9:15AM

Note: Double Underlined items indicate attachments.



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

BOARD OF DIRECTORS SPECIAL MEETING

January 6, 2021 – 7:00 AM

Via Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/83026203921?pwd=b0F3czNsN1Y0ZXgxZE91U1doWU1tZz09>

Meeting ID: 830 2620 3921

Passcode: 203865

One tap mobile

+12532158782,,83026203921#,,,,*203865#

Draft Minutes

Attendance: Dan Stauss, Brent Phinney, Paul Rennemeyer, Heidi Washburn, Dan Brunk, Dean Koehler, Jim Cosner. **Staff:** Matt Ashby, Josh Liley, Mike Scholl. **Guests:**

A. Call to Order

B. Roll Call

C. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board

Motion to approve: BP Second: HW. Approved unanimously.

D. Executive Session

1. An executive session regarding backlot redevelopment proposals for the purposes of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, instructing negotiators, and receiving legal advice on matters related thereto, pursuant to C.R.S. 24-6-402 (4)(b) and (e)(I) (Matt Ashby, Mike Scholl).

Motion to enter into executive session BP, Second HW at 7:04AM.

Motion to exit executive session. BP, DB at 8:01AM.

E. Adjourn

Motion to Adjourn. PR, HW. Approved Unanimously. 8:02AM

Note: Double Underlined items indicate attachments.



BOARD OF DIRECTORS MEETING

December 16, 2020 | 7:30AM– 9:00AM

301 Walnut Street, Third Floor, Windsor, CO 80550

(NOTE: Meeting will be held via ZOOM only.)

<https://us02web.zoom.us/j/83065435163?pwd=aEx5S0pMQUtNS01jSUtFaDNkVHpXQT09>

Meeting ID: 830 6543 5163 | Passcode: 093670

One tap mobile +13462487799,,83065435163#,,,,,,0#,,093670# US (Houston)

Agenda

Attendance: Jim Cosner, Dean Koehler, Dan Stauss, Heidi Washburn, Paul Rennemeyer, Dan Brunk, Brent Phinney. **Staff:** Matt Ashby, Josh Liley, Mike Scholl. **Guests:** Kelly Hall,

A. Call to Order 7:30AM

B. Roll Call

C. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board

Motion: BP Second: DK Approve unanimously.

D. Public Invited to be Heard (*3 Minutes Per Person*)

None.

E. Approval of Minutes from the Regular Board of Directors Meeting November 18, 2020

Motion: HW Second: DB Approved Unanimously.

F. Report of Bills, Budget Status– M. Ashby

Motion: DK. Second: HW: Approve as presented.

G. Covid-19 Relief Funds Grant Program Upstate Colorado - J. Liley

JL: As a refresher, the agreement is targeted to business requirements. Can't sign as presented. Staff have reached out to the Upstate Colorado Executive Director to try and retool. Have not received a response. MA: Confirmed that if we can find a solution, we have authorization from the Board to execute.

H. A resolution of the Board of Directors of the Windsor, Colorado, Downtown Development Authority electing to exercise an option to purchase certain real property – Resolution 2020-DDA-04

JL: We have the option agreement with Marquardt to purchase the thru lot. Purchase price is \$35,000. The phase I has been completed with no concerns. The survey was completed and has no issues. The staircase accessing the upper floor will need to be maintained. JL is working with the Title Company and anticipates no hurdles. BP: Is the easement for the staircase permanent? JL: There is no easement recorded. The second floor is owned by a different owner. The staircase has an implied easement. If we could work something out to provide different access, it could be changed as mutually agreeable.

Motion to approve: DK. Second: PR. Approve unanimously.

I. A resolution of the Board of Directors of the Windsor, Colorado, Downtown Development Authority approving the purchase of certain real property and authorizing the board chair to execute documents in connection therewith– Resolution 2020-DDA-05

Note: Double Underlined items indicate attachments.

Motion: PR. Second: HW. Approved Unanimously.

- J. Consideration of a contract with Ayres Associates Inc., for FY 2021 services, and authorizing the board chair to execute the contract.

MA: provided an overview of the updates to the Ayres contract.

Motion to authorize the contract. DK, Second: BP. Approved Unanimously.

- K. Consideration of a Legal Services Agreement with Liley Law, LLC, and authorizing the board chair to execute the agreement....

JL: Lucia is retiring at the end of the year. With the entity change, a new contract is required. The rate increase is \$10 per hour. This is the same agreement that's been in place for the last 9 years. The rates were increased once by \$5 per hour in 2015. A records retention clause has been added. BP: Since the previous firm is being wound down, do we need to transfer the files from the old to new organization? JL: No.

Motion to authorize entering into the contract. BP. Second: HW. Approved Unanimously.

- L. Consideration of a lease agreement between the DDA and Cosner Holdings, LLC, for the lease of office space for the DDA, and authorizing the board chair to execute the lease agreement.

Board member Cosner announced he had a conflict of interest and recused himself from the conversation. (Cosner recused.) JL: Every 6-month term, payable in advance. DS: If we're paying for the office, I want to make sure that the space is used.

Motion to approve the lease. HW. Second: DK. Approved Unanimously.

- M. Backlot Alley –Ehrlich quitclaim deed - J. Liley, M. Ashby

JL: The survey did identify a parcel that's approximately 10' wide and runs north of the DDAs current lot, the portion we're purchasing, and the Marquardt lot. DS met with the family who was willing to quitclaim the property to the board in exchange for the DDA installing a plaque on the property or in the area describing some of the area's history. The Ehrlich's were a longtime merchant and have a history in the community. In speaking with Eric Ehrlich, he is good with a handshake. JL: I just wanted to make sure the Board is comfortable with accepting the quitclaim. BP: Getting a hold of this property is positive.

Motion approving the acceptance of the quitclaim deed and agreeance to place a historic plaque for the Ehrlich Property, when construction of the Thru lot or alley take place. PR: Second DK. Approved unanimously.

MA: Check into insurance on new property.

N. KEY INITIATIVES:

8:30AM

1. Committee Assignments – Board Lead and Topics
2. Mill Project Update – No Updates.
3. Backlot Boardwalk Update
 - i. 215 4th Street Update

1. Development Proposal Due 12/31/20

BP: I would like to have a DDA Board discussion separate from the TB. Concurrence from majority. January 6th. Start time of 7AM. Matt to send info prior.

Note: Double Underlined items indicate attachments.



BP: What happens to McCauley Information? MA: We have requested that they submit a response to the RFP so that we can formalize review, consideration and a response.

ii. Backlot Alley

1. Follow up from work session discussion

MA: Request direction on next steps with Ditesco. We're finalizing the contract (as approved by the board in Oct) for execution. JL: The updated contract for Ditesco includes construction management for the first Thru Lot Phase. Is the board still interested in moving forward to 100% construction drawings. BP: I'm a bit concerned that we're putting the cart before the horse. If we aren't able to attract a developer but build an alley at great expense. I don't know that we should be moving forward with 100% construction drawings. I think we should pause before moving forward until we can identify a developer. We could retain the funding for the broader alley. DS: Should we coordinate undergrounding. BP: It doesn't make sense to me to move forward with the undergrounding either. We could move forward with connecting overhead. I think we need to have a relationship with a developer. DB: Is there any developer interest? MA: RFPs due 12/31. DK: I'm concerned about spending an additional \$200K. MA: We are still moving forward with the Xcel discussion. DK: I'm in favor of moving forward with the Thru Lot, but concerned about the bottom line. PR: Without knowing the vision of what a developer might be thinking. It would be good to pause for a few months. DK: Move forward with 100% construction drawings on the Thru Lot. DS: I'm disappointed in the design from Ditesco but struggling with the cost. Want to move forward to push on Xcel for undergrounding. BP: If Xcel won't pay for it, I'm good with moving the undergrounding forward. But if there is a cost, I'd be more comfortable in waiting. DK: Would want to continue discussions on sewer. JC: I'm comfortable with putting a pause on the alley design until we bring a developer on board.

Motion: Withdraw approval of Ditesco contract in Oct and directing staff to work with Ditesco in regrouping the phases. BP, Second HW. Approved Unanimously.

iii. 512 Ash Demolition

1. Demolition Status Update – (Mike Scholl)

*MS: The permit is being reviewed by CDPHE. We have requested bids for abatement. In reviewing the bids, Hudspeth provides general contracting services with abatement as a primary service. We have an agreement with Neumark to wrap up their activities and can move forward with Hudspeth. We need a contract to present to CDPHE to accept the permit. We hope CDPHE will approve the variance for open air clean up. If things fall into place, we could have a contract to approve with work starting at earliest the first week of January. JL: The contract draft would need to be approved likely under a special meeting. MS: We are dependent upon how quickly CDPHE acts and have asked for a letter of intent to discuss with Hudspeth. To pull the permit and start the work, we would need to approve the contract. **MS: To check on lead time before contractor can mobilize.** If done this week, they can move forward on that timeline. Under the rules, the State has up to 8 weeks to review the permits.*

MA: to schedule special meeting to review contract. *MS: I'm confident the numbers we have are close and likely won't change substantially. When this project started, we went into it thinking it was a demo with little abatement. DS: How does Steven DiNardo fit into this? MS: He's the owner's representative to negotiate the contracts and helped us negotiate Nuemark's exit.*

Note: Double Underlined items indicate attachments.

JL: Mike and I will continue to wrap up the details. At that point Hudspeth will take to CDPHE to complete the permitting. BP: I don't see the big deal to waiting until the next meeting. We want to have it done prior to summer. MS: Looking for an update and option to review contract on January 6th or the regular meeting on Jan 20.

iv. Backlot Development

1. Development Proposals Due 12/31/20

MA: See discussion above.

4. District Expansion/Sustainability

O. Executive Director's Report – M. Ashby

MA: Provided an overview of the CDOT Grants.

MA: Complete MOU, agreement. First installation of greenhouses anticipated the week of Dec 21 and furniture delivery shortly thereafter.

P. COMMUNICATIONS & NEWS:

Q. Adjourn

9:15AM

Adjourned – 9:05AM – DK. HW.

RESOLUTION 2021-DDA-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY DESIGNATING A LOCATION FOR THE POSTING OF PUBLIC MEETING NOTICES AND ESTABLISHING REGULAR MEETING DATES

BE IT RESOLVED BY THE BOARD OF DIRECTORS (“Board”) OF THE WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY (“DDA”) that:

1. The DDA hereby designates the public notice board at Windsor Town Hall, 301 Walnut Street, Windsor, Colorado 80550, as the location for the posting of public meeting notices, or, if the public notice board is inaccessible to the general public, the front door of the public entrance to Windsor Town Hall.
2. Regular meetings of the Board shall be held on the third Wednesday of each month, with the time and location of such meetings to be as specified in the public meeting notice.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Windsor, Colorado, Downtown Development Authority this 20th day of January, 2021

Dan Stauss, Chair

ATTEST:

Dean Koehler, Secretary

WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

MEMORANDUM

Date: January 20, 2021
To: DDA Board of Directors
From: Matt Ashby, DDA Executive Director
Re: Façade Improvement Program: Topgun Investment Management, LLC – 419 Main Street
Item #:

Background & Discussion:

Grant Nisly with Topgun Investment Management, LLC submitted a façade grant proposal for the building located at 419 Main Street. The applicant is working with Markley Designs on the project.

The building was constructed in 1879 and is currently leased by Designing Beauty Academy, a beauty school. The proposed changes include the addition of decorative parapet cap, woodgrain siding, hardboard panels, new signage and downlighting, and a 12" stone veneer base. The architect drawings show the exterior façade improvements.

In reviewing the materials and the proposed application, the stone veneer should be replaced with full natural stone or full-sized brick to be consistent with the FIP guidelines.

The applicant will be required to work with the Town planning staff on an administrative site plan and building permits prior to construction activities. Staff has reviewed the architectural drawings and believes the design will improve the appearance of the façade. Additionally, Staff will coordinate with the Town's Planning Department regarding the 392 Corridor Plan requirements.

Attachments to this report include the budget proposal and elevations of the proposed façade. Should the Board grant approval for the project, a Project Terms document will be completed and executed at a later date by the owner (and applicant, in this case) and DDA Board Chair.

The applicant submitted an estimate of costs associated with the façade work being proposed. Façades which face a public Right of Way (ROW) are eligible for the grant program. The work identified in this application will include the north elevation of the building. The program supports up to twenty-five percent 25% of eligible façade expenses, up to a maximum of \$20,000 per façade.

Estimated Improvement Costs:

North Façades: \$77,000

(Staff-Calculated) Eligible improvements for the North Facade: \$19,250.

Amount Requested:

North Façade: \$19,250.

Financial Impact:

WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

The Façade Improvement Program Policy provides for grants of up to 25% of the total cost of the façade renovation, up to a maximum of \$20,000 per façade facing a public Right-of-Way (ROW). The proposal includes one face of the building: North along Main Street.

DDA Board approved \$40,000 in their 2021 budget for the Façade program. Should a request up to \$19,250 be approved, \$20,750 would remain available for other applications.

Relationship to DDA Strategic Action Plan:

The adopted DDA strategic plan includes an objective to “Improve building appearance” with actions related to higher utilization of the Façade Improvement Program.

Attachments:

FIP Application

Cost Estimate

Photo of Existing Facade

Proposed Elevation Exhibits

WIND
DC

APPLICATION

The following information must be submitted with your application: plans or drawings; samples or depictions of finishes to be used; photos of existing condition of property; historic photos of property, if available; and detailed budget of project including cost estimate.

Applicant/ Property Owner: DAVID ROBERTS

Mailing Address: 427 Main St. Windsor CO 80550

Business Owner (if different): _____

Business Name: Spokes, inc.

Project Address: 427 Main St. Windsor CO 80550

Parcel Number (available on County Assessor's website): _____

Phone Number(s): 970 686 9275 **Email:** spokesinc@msn.com

Work to be performed on façade renovation (check all that apply):

- ☒ Addition of awnings, lights, or other exterior amenities
- ☐ Elimination of conditions such as dark alley or broken fixtures
- ☐ Removal of non-historic features
- ☒ Restoration of brickwork, wood, masonry, stucco, or siding
- ☐ Replacement, repair, or addition of architectural details
- ☐ Repair or replacement of windows and/ or doors
- ☐ Renovation of entryway to make more accessible
- ☐ Other please describe) _____

Facades to be renovated (check all that apply): ☒ Front ☐ Back ☐ Alley ☐ Side(s)

Please note that funding is given to facades that face public areas.

Projected Start/Finish Dates for Project: Paint Refinish Complete 8-20 / Lighting to begin 1-21

Total Estimated Cost of Improvements: \$350/paint \$650/lights

Grant Program Amount Requested: \$500

For Office Use Only:

Date Application Received: _____

Award Letter Sent: _____



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

FAÇADE IMPROVEMENT PROGRAM APPLICATION

Date of Submittal: 12/22/2020

Applicant/Property Owner: Topgun Investment Managment, LLC

Mailing Address: 1008 8th St, Greeley, CO 80631

Business Owner (if different): Same

Business Name: Topgun Investment Managment, LLC

Project Address: 419 Main St, Windsor CO 80550

Subdivision/Lot/Block: Windsor Town Block 10 Lot 20 CBD

Phone Number(s): 970 302 3635 Email: Grantnisly@mac.com

Architect name, phone number and email:

Mark Markley, Markley Designs, mark@markleydesigns.com, 970 673 8248

Contractor name, phone number and email:

One Way Project Management, LLC, Steffen Bunting, 970 515 2459, steffenbunting@gmail.com

Work to be performed on façade renovation (check all that apply):

- ☒ Addition of awnings, lights, signs, or other exterior amenities
- ☒ Uncover, preserve, or rehabilitate the building's historic exterior
- ☐ Elimination of blighted conditions such as dark alleys, broken fixtures, or inaccessible entryways
- ☐ Removal of non-historic features
- ☐ Addition of Windsor and/or display areas in facade
- ☒ Restoration of brickwork, wood, masonry, stucco, or siding
- ☒ Replacement, repair, or addition of architectural details
- ☒ Repair or replacement of windows and/or doors
- ☐ Renovation of entryway
- ☒ Add new or recover existing awning
- ☐ Other (please describe) _____

Facades to be renovated (check all that apply): ☒ Front ☐ Back ☐ Alley ☐ Side(s)

Projected Start / Finish Date for Project: Upon Approval/Late Summer 2021

Total Estimated Cost of Improvements: \$ \$77,000

Attach detailed cost breakdown on a separate page

Grant/TIF Amount Requested: \$ \$19,250 ☒ Grant ☐ TIF (check one)

Applicant's Signature: Grant Nisly Date: 1/4/2020

Property Owner Signature: [Signature] Date: 1/4/2020

419 Main Budget

419 Main St		
Demolition and Sanitation	\$12,000.00	
Windows, Doors and Framing	\$15,000.00	
Electrical Work	\$3,000.00	
Siding/ACM/Metal Materials	\$16000.00	
Masonry Repair and Replacement as Necessary	\$10,000.00	
Signage	\$3,000.00	
Multi Material Awnings	\$8,000.00	
Paint	\$10,000.00	
	\$77,000.00	

419 Main Current





Account: R1515986

January 4, 2021

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R1515986	080721203016		Commercial	2020	1	552,500	111,830

Legal

WIN 22869 L20 BLK10

Subdivision	Block	Lot	Land Economic Area
WINDSOR TOWN	10	20	WINDSOR CBD COMMERCIAL

Property Address	Property City	Zip	Section	Township	Range
419 MAIN ST	WINDSOR		21	06	67

Account	Owner Name	Address
R1515986	TOPGUN INVESTMENT MANAGEMENT LLC	1008 8TH ST GREELEY, CO 806311101

Building 1

AccountNo	Building ID	Occupancy
R1515986	1	Retail

ID	Type	NBHD	Occupancy	% Complete	Bedrooms	Baths	Rooms
1	Commercial	2007	Retail	100	0	0	0

ID	Exterior	Roof Cover	Interior	HVAC	Perimeter	Units	Unit Type	Make
1				Package Unit		0		

ID	Square Ft	Condo SF	Total Basement SF	Finished Basement SF	Garage SF	Carport SF	Balcony SF	Porch SF
1	4,250	0	0	0	0	0	0	0

Built As Details for Building 1

ID	Built As	Square Ft	Year Built	Stories	Length	Width
1.00	Multiple - Residential	1,750	1879	2	0	0
1.00	Retail Store	2,500	1879	2	0	0

Additional Details for Building 1

ID	Detail Type	Description	Units
1	Add On	Asphalt Average	2,200



① Front Elevation
3/8" = 1'-0"



② 3D View

PRELIMINARY PRINT
NOT FOR CONSTRUCTION

Markley DESIGNS ARCHITECTURE - PLANNING - CONSULTING 970.673.8248 MARKLEYDESIGNS.COM		Building Elevation Top Gun Investments 419 Main Street Windsor, Colorado	
PROJECT NO:	TOPGUN	10/02/2020	
DRAWN BY:	ARR		
REVISIONS			
SHEET		2	

**AGREEMENT
REGARDING ABATEMENT OF ASBESTOS CONTAMINATION AND
DEMOLITION AND REMOVAL OF IMPROVEMENTS AND OTHER MATERIALS**

THIS AGREEMENT REGARDING ABATEMENT OF ASBESTOS CONTAMINATION AND DEMOLITION AND REMOVAL OF IMPROVEMENTS AND OTHER MATERIALS ("Agreement") is made and entered into the day and year set forth below, by and between THE WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic (the "DDA"), and HUDSPETH & ASSOCIATES, INC., d/b/a HUDSPETH ENVIRONMENTAL REMEDIATION AND CONSTRUCTION SERVICES, a Colorado corporation (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to Colorado Revised Statutes ("C.R.S.") § 31-25-807, the DDA is empowered to make and enter into all contracts which are necessary or incidental to the exercise of its powers and performance of its duties;

WHEREAS, the DDA is the owner of the real property located at 512 Ash Street, Windsor, Colorado;

WHEREAS, the DDA desires to demolish and remove all buildings, improvements and other materials from the Property;

WHEREAS, investigations have revealed that certain of the soils on the Property are contaminated with friable asbestos and the Property has been classified as an asbestos spill site by the Colorado Department of Public Health and Environment ("CDPHE"), which prevents the removal of the buildings, improvements and other materials from the Property until such time as the asbestos contamination has been abated in the manner required by applicable laws, rules and regulations;

WHEREAS, the Contractor specializes in, and is licensed to perform, asbestos abatement in accordance with CDPHE requirements and other applicable laws, rules and regulations, and further, is capable of demolishing and removing all buildings, improvements and other materials from the Property upon successful completion of the asbestos abatement;

WHEREAS, the DDA desires to engage the Contractor to perform such abatement, demolition and removal, and the Contractor agrees to perform such services for the DDA; and

WHEREAS, the Board of Directors of the DDA, on January 20, 2021, approved this Agreement with the Contractor and authorized the expenditure of up to One Hundred Twenty-Six Thousand One Hundred Thirty-Eight Dollars and 0/100 (\$126,138.00) for the Contractor's performance of the Scope of Services, as hereinafter defined and described.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed the receipt and adequacy of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. Contract Period. This Agreement shall commence upon execution and shall continue in full force and effect until completion of all services described in the Scope of Services, unless sooner terminated as hereinafter provided.

2. Scope of Services. The Contractor agrees that it shall perform the work described in the scope of services, consisting of fifty-one (51) pages, attached hereto as **Exhibit A** and incorporated herein by reference (the "Scope of Services"). The Contractor shall not perform any work identified in the Scope of Services as an "Alternative" except upon the express written direction of the DDA.

3. Property. The real property on which the Scope of Services shall be performed shall include 512 Ash Street, Windsor, Colorado, which is owned by the DDA, and the portion of the abutting railroad right-of-way identified in the site drawings contained in Attachment 5 to the Scope of Services (the "Property").

4. The Work Schedule. The Contractor shall commence work on the Scope of Services upon execution of this Agreement and shall diligently perform all work therein identified until completion. The Contractor agrees that it shall complete all work described in the Scope of Services within sixty (60) days of the date of issuance by the Colorado Department of Public Health and Environment of the permit or permits necessary to perform the asbestos abatement work described in the Scope of Services (the "Project Deadline").

5. Compensation, Fixed Price Agreement. The DDA agrees to pay the Contractor up to the amount of One Hundred Twenty-Six Thousand One Hundred Thirty-Eight Dollars and 0/100 (\$126,138.00) for the Contractor's performance of the Scope of Service, at the prices identified in the schedule of values contained on page four (4) of the Scope of Services ("Schedule of Values"), which the parties acknowledge contains a contingency allowance of \$7,935.00 (the "Maximum Agreement Price"). This is a fixed price agreement. The Contractor agrees that it shall perform all work identified in the Scope of Services for the Maximum Agreement Price. The Contractor, at its own cost and expense, shall be responsible for furnishing all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the Scope of Services in accordance with the terms and conditions and prices set forth in this Agreement.

6. Billing, Retainage. The Contractor shall submit to the DDA detailed monthly invoices which set forth the following: (1) each service rendered; (2) if subcontractors are used, the identity of the party rendering each service; (3) the cost of each service rendered by the Contractor or subcontractor(s), with reference to the Schedule of Values in Exhibit A and the percentage of completion of each task therein identified. The Contractor's failure to comply with these requirements may, at the DDA's option, suspend processing of payment requests until the Contractor's invoice is in compliance with said requirements. The Contractor agrees that the DDA shall have the right to withhold five percent (5%) of the total amount due under any such invoice, which amount shall be payable to the Contractor only upon successful completion of the Scope of Services and the DDA's acceptance of work pursuant to Section 7 below ("Retainage"). Excluding Retainage, the DDA shall be obligated to pay invoices that conform to the requirements contained herein within thirty (30) days of receipt.

7. Notice of Competition, Acceptance of Work, Payment to Contractor. The Contractor shall provide to the DDA a notice of completion upon completion of all work described in the Scope of Services. The DDA shall have thirty (30) days after receipt of such notice to inspect the Property and the work to: (i) determine if the Contractor has completed the Scope of Service in accordance with the terms and conditions of this Agreement; and (ii) to issue notice of acceptance or rejection of such work. The DDA shall pay to the Contractor an amount equal to all Retainage within thirty (30) days of the DDA Representative's acceptance of the work.

8. Payment and Performance Bonds. The Contractor shall obtain a payment bond and a performance bond, each in the amount of the Maximum Agreement Price, for the benefit of the DDA, which shall be in substantially the form contained in **Exhibit B**, consisting of six (6) pages, attached hereto and incorporated herein by reference. The payment bond and performance bond shall be guaranteed by a surety company authorized to do business in the State of Colorado and reasonably acceptable to the DDA. Such bonds shall be obtained and delivered to the DDA prior to the Contractor commencing work at the Property.

9. Site Inspection, Contractor Representations. The Contractor makes the following representations to the DDA:

- A. The Contractor has examined and carefully studied this Agreement and all attached exhibits and attachments and other related data and has given the DDA written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered.
- B. The Contractor has visited the Property and become familiar with and is satisfied as to the general, local, and Property conditions that may affect cost, progress, and performance of the Scope of Services and is familiar with and is satisfied with all applicable laws, rules and regulations that may affect cost, progress, and performance of the Work.
- C. The Contractor has carefully studied (or assumes responsibility for having not done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Property that have been provided to the Contractor (or that the Contractor otherwise possesses or is aware of) which may affect cost, progress, or performance of the Scope of Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by this Agreement to be employed by the Contractor, and safety precautions and programs incident thereto.
- D. The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Scope of Services at the Maximum Agreement Price, within the Project Deadline, and in accordance with the other terms and conditions of this Agreement.

E. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Property, information contained in this Agreement and all exhibits and attachment hereto, and the Contractor agrees that this Agreement is sufficient to indicate and convey understanding of all terms and conditions for performance and completion of the Scope of Services.

10. Use of Subcontractors. The Contractor shall employ and contract with only those persons or entities that are properly skilled, accredited, certified, and/or licensed, as applicable, to safely and competently perform work of the type and scope which they will be performing.

11. DDA Representative. The DDA shall designate, prior to commencement of work, its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project (the "DDA Representative"). All communications concerning this Agreement should be directed to the DDA Representative.

12. Early Termination by the DDA. Notwithstanding the time periods contained herein, the DDA has the right to terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. In the event of any such early termination by the DDA, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination.

13. Additional Services, Changes to the Scope of Services. The DDA shall have the right during the term hereof to request changes or additions to the Scope of Services through written change order requests. Once the DDA has delivered notice of such change to the Contractor, no work related to the requested change shall proceed until the parties have reached agreement regarding changes in price or scheduling requirements related to the requested change, and a written change order documenting the agreed-upon terms is prepared and issued by the DDA. No such changes or additions shall be considered approved, binding, or enforceable until the parties hereto have signed such change order form.

14. Weekly Report. Commencing seven (7) days after the date of execution of this Agreement, and continuing every seven (7) days thereafter for the term hereof, the Contractor shall provide to the DDA Representative a written report of the status of the work with respect to the Scope of Services, Work Schedule, and other material information.

15. Coordination, Quality and Accuracy of Services. The Contractor shall be responsible for the coordination of all services between the Contractor and its subcontractors. The Contractor shall be responsible for the Contractor quality, technical accuracy, timely completion and coordination of all services rendered by the Contractor and its subcontractors, which services shall include, by way of example and without limitation, designs, plans, reports, specifications, and drawings and the Contractor shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

16. Independent Contractor. The services the Contractor will be performing hereunder are those of an independent contractor, and not of an agent or employee of the DDA, nor shall the Contractor's employees, agents or subcontractors be considered employees or agents of the DDA. The DDA shall not be responsible for withholding any portion of the Contractor's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.

17. Responsibility for Employees and Subcontractors. The Contractor agrees that it shall be fully responsible for the acts and omissions of its employees and agents and for those of its subcontractors, and any persons either directly or indirectly employed by any subcontractors to the same degree as acts and omissions of persons the Contractor directly employs. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the DDA, except to the extent the DDA is indemnified or insured through requirements upon said subcontractors.

18. Legal Compliance, License and Business Requirements. The Contractors shall hold, in the Contractor's name, all licenses necessary to perform the Scope of Services, and shall have full authority to do such business in the State of Colorado. The Contractor shall at all times during the term hereof have a designated place of business for making and accepting communications with or from the DDA. The Contractor warrants to the DDA that it shall exercise the highest degree of competence and care, as determined by accepted standards for work of similar nature, in performing any services or work hereunder, and that such services and work shall be performed in accordance with all applicable laws, rules and regulations. When used in this Agreement, or any attached exhibit, "applicable laws, rules and regulations": shall mean and include any act, statute, ordinance or other legislative enactment of a legislative body at the federal, state and local level; any rules or regulations promulgated by any agency empowered by any such legislative enactment at the federal, state and local level; and any judicial rulings on such legislative enactments, rules and regulations by courts at the federal, state and local level.

19. Insurance Requirements. The Contractor shall provide and maintain during the term hereof, at its own expense, and from insurance companies with a Best's Rating of no less than A-VII, the insurance coverage designated hereinafter:

A. Employee Insurance. The Contractor shall provide for all of its employees engaged in work performed under this Agreement:

- i. *Workers' Compensation.* In accordance with the laws of the State of Colorado.
- ii. *Employer's Liability Insurance.* In an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, One Million Dollars (\$1,000,000.00) aggregate, for each employee.

B. Liability Insurance. The Contractor shall provide the following liability insurance coverage:

- i. *Commercial General Liability, Pollution Liability, and Automobile Liability Insurance.* Commercial general liability, pollution liability, and commercial

automobile liability insurance as will provide coverage for claims for damages resulting from bodily injury and death, as well as for claims for property damage and loss, to the extent arising directly from Contractor's performance of work under this Agreement. Amount of coverage for commercial general liability shall be not less than Two Million Dollars (\$2,000,000.00) combined single limits, per occurrence, for bodily injury, death and property damage or loss. Amount of coverage for pollution liability shall be not less than Two Million Dollars (\$2,000,000.00) combined single limits, per occurrence, for bodily injury, death and property damage or loss. Amount of coverage for commercial automobile liability shall be not less than Two Million Dollars (\$2,000,000.00) combined single limits, per accident, for bodily injury, death and property damage or loss, and coverage shall extend to any vehicle (including owned, hired and non-owned vehicles) used by the Contractor, or with the consent of the Contractor, in connection with the performance of the Scope of Services. Such policy or policies shall contain a standard cross-liability endorsement.

- ii. *Certificates of Insurance.* Prior to commencing work at the Property, the Contractor shall furnish the DDA with certificates of insurance for all liability insurance required herein, which show the type, amount, class of operations covered, effective dates and date of expiration of such policies.
- C. Subcontractor Liability. In the event that any work performed hereunder is performed by a subcontractor, the Contractor shall be responsible for any and all liability resulting from, arising out of or in any way connected with the work performed under this Agreement by such subcontractor, which liability is not covered by such subcontractor's insurance.
- D. Breach of Insurance Requirements. In the event the Contractor breaches its insurance obligations under this Agreement, the DDA shall have the right, but not the obligation, to take out and maintain throughout the term hereof any insurance policy or policies necessary to meet the insurance obligations herein required, and the Contractor shall be liable to the DDA for all costs associated with obtaining and maintaining such policy or policies, and the DDA shall further have the right to deduct any and all such costs from payments due, or which may become due, to the Contractor.

20. No Assignment. The Contractor acknowledges that the DDA enters into this Agreement based upon the unique qualifications and special abilities of the Contractor and that this Agreement shall be considered an agreement for personal services. Accordingly, excepting subcontractors of the Contractor who will be performing discrete components of the Scope of Services under the direction and management of the Contractor, the Contractor shall not have the right, power or authority to assign any responsibilities nor delegate any of its duties arising hereunder to any other individual or entity without the prior written consent of the DDA.

21. Modification of Agreement. No subsequent addition to this Agreement, or modification of any term or provision herein contained, shall be valid, binding, or enforceable unless made in writing and signed by the parties hereto.

22. Time is of the Essence, Default. The parties agree that time is of the essence regarding the performance of all obligations under this Agreement. Each and every term and condition contained herein shall be deemed to be a material element of this Agreement. In the event that either party hereto should fail or refuse to perform in accordance with any term or provision of this Agreement, such party may be declared in default.

23. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of seven (7) days within which to cure said default. In the event the default remains uncured after the seven (7) day period, the party declaring default may elect to: (a) terminate this Agreement and seek actual direct damages; or (b) avail itself of any other remedy provided by law or at equity. The election by a party of one form of remedy shall not preclude such party from seeking any other remedy provided by law or at equity. In the event of any such uncured default, the non-defaulting party shall be entitled to and shall be awarded from the defaulting party all reasonable costs and expenses, including attorneys' fees and other legal expenses, incurred by the non-defaulting party in connection with such default.

24. Force Majeure. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control and not the result of a party's negligent acts or omissions: acts of God, riots, war, terrorist act, pandemic, quarantine restrictions, civil commotion, breakdown of communication facilities, natural catastrophes, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this Agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

25. Acceptance Not Waiver. The DDA's approval or acceptance of, or payment for, any services performed hereunder shall not be construed to operate as a waiver of any rights or benefits provided hereunder.

26. Limitation on Waiver of Breach. The failure of either party to insist, in any one instance or more, upon the performance of any of the duties, obligations, covenants or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such duties, obligations, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

27. Indemnification. The Contractor hereby agrees that it shall indemnify, save and hold harmless the DDA, its officers, directors, employees and agents, from and against any third party claim, suit, demand, liability, loss, cost, expense or damage, including, reasonable attorneys' fees, judgments, or other legal expenses to the extent resulting from or arising out of the Contractor's performance hereunder, and except in each case to the extent such claims are caused by the negligence or willful misconduct of any indemnified party. In any and all claims, suits, or demands against the DDA, or its officers, directors, employees and agents, by any employee or agent of the Contractor, or of any the Contractor's subcontractors, the indemnification obligation

under this Section 27 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation laws, disability benefit laws or other employee benefit laws provided by law.

28. Notification of Claim. The DDA shall notify the Contractor within a reasonable time after receiving notice of any claim for which the indemnity provision contained herein would apply. So long as the Contractor promptly and vigorously defends a claim, the Contractor shall have control over the defense and settlement of any such claim; provided, however, that the Contractor must obtain a complete discharge of all DDA liability through any such settlement. In the event that the Contractor fails to promptly and vigorously pursue the defense and/or settlement of such claim, the DDA shall have the right, but not the obligation, to assume the defense and settlement thereof, and the Contractor shall be liable for all costs and expenses incurred by the DDA in the pursuit thereof. The DDA shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense.

29. Notice. Except as expressly provided otherwise, any notice required or desired to be given by any party to this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; or sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service or Federal Express for earliest delivery the next day. Any such notice shall be deemed to have been given and received as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit with the United States Postal Service, postage prepaid; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

If to the Contractor:

Hudspeth & Associates, Inc.
ATTN: Danette Brancio
4775 S. Santa Fe Circle
Englewood, CO 80110

If to the DDA: Windsor Downtown Development Authority
ATTN: Executive Director
301 Walnut Street
Windsor, CO 80550

With a copy to: Liley Law, LLC
ATTN: Joshua Liley
2627 Redwing Rd., Suite 342
Fort Collins, CO 80526

Notice of a change of address of a party shall be given in the same manner as all other notices as hereinabove provided.

30. Work Product. The DDA shall own and retain all right, title, and interest in and to

all reports, documents, drawings, specifications, plans, designs, and other information or work product that are produced, created developed, or made by Contractor or its subcontractors in connection with the Scope of Services (collectively the “Work Product”), and such Work Product shall be the sole property of the DDA.

31. Project Drawings, Other Deliverables. Upon conclusion of the project and before final payment, the Contractor shall provide to the DDA all deliverables described in the Scope of Services.standard.

32. Subject to Annual Appropriation. Any financial obligations of the DDA arising under this Agreement which are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the City Council of the City, in its discretion, and/or the Board of the DDA, in its discretion, as applicable.

33. Successor Entity to the DDA. In the event that the legal existence of the DDA terminates during the term of this Agreement, it is expressly acknowledged by the parties hereto that the Town of Windsor, Colorado (the “Town”), is designated the DDA’s successor entity, and all rights and obligations of the DDA set forth herein shall, at the option of the Town, become the rights and obligations of the Town.

34. Governing Law/Venue/Severability. The laws of the State of Colorado shall govern the execution, construction, interpretation and enforcement of this Agreement. Should any party hereto institute legal suit or action resulting from, arising out of or in any way connected with this Agreement, it is agreed by the parties hereto that venue for such suit or action shall be proper and exclusive in the District Court of Weld County, Colorado. If any term or condition contained herein is held to be illegal, invalid or unenforceable, such term or condition shall be fully severable.

35. Attorney Fees. In the event that any litigation is commenced by one party hereto against the party hereto, which litigation results from, arises out of, or is in any way connected with this Agreement, the court shall award to the substantially prevailing party all reasonable costs and expenses, including attorneys’ fees and other legal expenses.

36. Prohibition Against Employing Illegal Aliens. Pursuant to C.R.S. § 8-17.5-101 et seq., the Contractor represents and agrees that:

a. As of the date of execution of this Agreement:

- i. The Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
- ii. The Contractor will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the “e-Verify Program”) or the Department Program, an employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c) and administered by the Colorado Department of Labor and

Employment, Division of Labor, in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.

b. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under this Agreement.

c. The Contractor shall not use the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants during the term hereof.

d. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

i. Notify such subcontractor and the DDA within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this Section 36 the subcontractor does not cease employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102 (5).

f. If the Contractor violates any provision of this Agreement pertaining to the duties imposed by C.R.S. § 8-17.5-102 the DDA shall have the right to terminate this Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the DDA arising out of the Contractor's violation of C.R.S. § 8-17.5-102.

g. The DDA will notify the Office of the Secretary of State if the Contractor violates this provision of this Agreement and the DDA terminates the Agreement for such breach.

37. Integration/Survival. This contract, which includes this Agreement together with any exhibits incorporated herein by reference, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, whether written or oral. All conditions, rights, privileges, duties, covenants, warranties and

obligations contained herein shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective successors and assigns, and shall remain in full force and effect and shall survive, to the maximum extent allowable by law, the termination or expiration of this Agreement.

38. Interpretation. Sections and headings contained herein are for organizational purposes only and shall not affect the interpretation of this Agreement. The terms and conditions contained in the body of this Agreement shall always supersede and control the terms and conditions contained in any attached and incorporated document.

39. Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement or any other relevant associated documents, in no event shall either party be liable for any indirect, special, consequential or punitive damages in connection with work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below written.

THE WINDSOR, COLORADO, DOWNTOWN
DEVELOPMENT AUTHORITY, a body corporate
and politic

By: _____
Dan Stauss, Chair

Date: _____

ATTEST:

By: _____
Dean Koehler, Secretary

HUDSPETH & ASSOCIATES, INC., a Colorado
corporation

By: _____
Danette Brancio

Title: _____

Date: _____

EXHIBIT A

HUDSPETH SCOPE OF WORK RE: 512 ASH STREET DEMOLITION REVISION 3.7

INSTRUCTION:

The Windsor Downtown Development Authority (DDA) commissioned Century Environmental Hygiene, LLC, located at 3201 E. Mulberry Street, Unit C, Fort Collins, CO 80524 to perform a full Building Asbestos Survey on the two structures and surrounding soils. This report shall be used in lieu of the Phase II Environmental Site Assessment Report regarding asbestos containing materials. Said report is attached hereto as **Attachment 1**, consisting of twenty-six (26) pages, incorporated herein by reference.

CONDITIONS OF REMOVAL OF BUILDINGS

Asbestos Abatement: The Property has been classified as an Asbestos Spill site by the Colorado Department of Public Health and Environment (“CDPHE”). Material shall be removed by a Certified Colorado Abatement Contractor under the guidelines of CDPHE Regulation 8, a copy of which is attached hereto as **Attachment 2**, consisting of one (1) page, incorporated herein by reference.

SCOPE OF WORK

A. Pre-Abatement Activities

Prior to commencing any abatement or demolition activities at the Property, Contractor shall complete all of the following work, in accordance with all terms and condition set forth in the Agreement and this Scope of Services:

1. Disconnect and Cut Water Line. Contactor shall disconnect and cut the domestic water line at the meter inside the property line. The water meter shall remain in place. Contractor shall notify the Town of Windsor inspector to observe the domestic water line cut. Contractor shall mark the location of the water line on the current Property drawings.
2. Cut and Cap of Sewer Line. Contractor shall cut and cap the sanitary sewer line inside the property line at the street. Contractor shall locate the sanitary sewer line utilizing a remote camera starting from the building sewer to the street. Contract shall notify the Town of Windsor inspector when the line will be located for them to observe. Curb, gutters, and streets shall be protected from damage from the work herein described. Contractor agrees that it shall be responsible for all costs associated with repairing damages resulting from or arising out of such work. Contractor shall notify the Town of Windsor inspector to observe the sanitary sewer cut and cap. Contractor shall mark the location of the sewer line on the current Property drawings.
3. Perform Utility Locate. Contractor shall perform 811 locates prior to any excavation and forward the locate reports to the project manager for review.

4. Install Fencing and Secure Site. Contractor shall install temporary fencing around the perimeter of the Property (approximately 950 linear feet of fencing) and take such other measures as are necessary to secure the Property in accordance with applicable laws, rules and regulations, including, but not necessarily limited to, CDPHE Regulation 8.
5. Disconnect Electrical Service and Remove Poles. Contractor shall contact Xcel Energy Mr. James Wilson II @ 970-596-9722 to confirm that the electrical line on the Property is live. If not, Contractor shall notify the DDA and the DDA will arrange for electrical power to be restored. Contractor shall contract with a licensed electrician to connect a temporary electrical panel and meter for use during the asbestos abatement. Electrical power shall remain on at the Property for Contractor's use during asbestos abatement. Contractor shall be responsible for the cost of electricity used in performing all work described in this Scope of Services. Upon completion of work at the Property, Contractor shall notify Xcel that temporary power is no longer needed at the Property and request that Xcel disconnect power, remove the temporary meter, remove the utility pole(s) on the Property and cut the electrical line at the street.
6. Obtain Right of Entry Permit from OmniTRAX. The Contractor shall obtain a "Right of Entry" license through OmniTRAX Inc. to obtain permission to work within the railroad right-of-way, using the application form attached hereto as **Attachment 3**, consisting of six (6) pages, incorporated herein by reference. Contractor shall furnish OmniTrak proof of insurance per OmniTRAX requirements, as set forth in the document attached hereto as **Attachment 4**, consisting of two (2) pages, incorporated herein by reference.
7. Construct Containment Facilities. Contractor shall construct asbestos containment facilities and measures in accordance with a CDPHE-approved project design and work plan, CDPHE permit requirements and all applicable laws, rules and regulations, in locations encompassing the contaminated areas shown on the drawing prepared by Colorado Civil Group, consisting of two (2) pages, attached hereto as **Attachment 5** and incorporated herein by reference, or such other locations as directed by CDPHE. Contractor shall place physical markers on the items to be protected in place, as identified on Attachment 5.

B. Abatement and Demolition Activities

Upon completion of the pre-abatement task identified in Section A above, Contractor shall perform the following work, in accordance with all terms and condition set forth in the Agreement and this Scope of Services:

1. Abatement of Asbestos in Soils. Contractor shall abate the asbestos in soils in accordance with the Hudspeth Asbestos Abatement Work Plan, consisting of ten (10) pages, attached hereto as **Attachment 6** and incorporated herein by reference, CDPHE permit requirements, and all applicable laws, rules and regulations, including, by way of example and without limitation, CDPHE Regulation 8. In the event of any conflict between Attachment 6 and CDPHE permit requirements or applicable laws, rules and regulations, such requirements, laws, rules and regulations shall control over Attachment 6.
2. Demolish and Remove Buildings and Outbuildings. Excepting the water and sewer lines, which shall be cut, capped and left in place, as described in Sections A.1 and A.2 above, Contractor shall demolish, remove and dispose of the buildings and outbuildings located on the Property and all appurtenances thereto, as well as all materials attached to or located within such buildings and

outbuildings, including by way of example and without limitation, all foundations, concrete slabs, piping, wiring and plumbing, whether above or below ground level.

3. Demolish and Remove Auger System. Contractor shall demolish, remove and dispose of the entire concrete auger system located on the Property and within the railroad right-of-way to the north of the Property (the portion within the right-of-way being depicted in Attachment 5) and all appurtenances thereto, including, by way of example and without limitation, the hopper, pit, vault, channel, transfer-system, related mechanicals and metals and all other components of, or attachments to, such system, whether above or below ground level.
4. Demolish and Remove Other Site Materials. Contractor shall demolish, remove and dispose of all other materials on the surface of the Property including but not limited to, trees and shrubs, debris, parking slabs, steps, broken concrete, bricks, rubbish and trash, such that, upon completion of the Scope of Services, the Property shall be comprised of clean, bare ground.
5. Backfill and Slope. Upon completion of Demolition, Contractor shall backfill the demolition impression with imported crushed concrete to grade with rolled compaction. Contractor anticipates Contractor anticipates that three (3) units of crushed concrete will be sufficient to backfill demolition impressions to grade. In the event that additional units are necessary to accomplish this, such units shall be priced at the rate identified in the Supplemental/Additional Unit Prices table on page 5 below. **Alternative 1:** Contractor shall backfill the auger demolition impression with slurry. (This Alternative 1 shall not be performed unless expressly requested by the DDA.)
6. Obtain Letter of Clearance. Contractor shall obtain a letter of clearance from Century Environmental Hygiene, LLC (or other CDPHE-approved source), confirming that the asbestos abatement has been completed in accordance with the CDPHE-approved project plans and applicable laws, rules and regulation. Contractor shall promptly provide to the DDA a copy of such letter.
7. Notes on Site Drawings. Contractor shall make notes of the work it performed hereunder on the site drawings prepared by Colorado Civil Group, Inc.

C. General Terms Related to Scope of Service Activities.

1. Contractor shall be responsible for providing outside water necessary to perform all services and conduct all activities described in this Scope of Services.
2. Contractor shall be responsible for site security during pre-abatement, abatement and demolition activities, continuing until full completion of the Scope of Services.
3. Contractor shall be responsible for obtaining all licenses and permits necessary to perform all services and conduct all activities described in this Scope of Services, including, but not limited to, those that may be required by the State of Colorado and the Town of Windsor, Colorado.
4. Contractor shall perform all services and conduct all activities described in this Scope of Services in accordance with all requirements of the CDPHE permit (and other permits, as applicable) and all applicable laws, rules and regulations.

Schedule of Values for full containment abatement. Budget Revision 3.7 12/14/2020

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1.	Disconnect Domestic Water	LS	1	\$ 3,000	\$3,000
2.	Scope and Disconnect Sanitary Sewer	LS	1	\$ 4,500	\$ 4,500
3.	Connect Temp Power and usage	LS	1	\$ 1,500	\$ 1,500
4.	Temp Fencing and toilets	LS	1	\$ 3,720	\$ 3,720
5.	Asbestos Soil Abatement	LS	1	\$ 67,200	\$ 67,200
6.	Structural Demolition and Backfill Concrete	LS	1	\$ 27,000	\$ 27,000
7.	Crushed Concrete Backfill – 15 CY	UP	3	\$ 400	\$ 1,200
8.	Railroad insurance, application, and flaggers	LS	1	\$ 4,700	\$ 4,700
9.	G/A, Bonding, and Insurance	LS	1	\$ 5923	\$ 5,923
	Total	LS	1		\$ 118,743
	Contingency Allowance			\$ 7,395	

*LS = lump sum

*UP = unit price.

*UP = unit price. (Each unit of crushed concrete backfill is 15 cubic yards.)

*CY = cubic yard

PROJECT SCHEDULE

As set forth in Section 4 of the Agreement.

SUPPLEMENTAL / ADDITIONAL UNIT PRICES

- Alternative bid: additional soil removal at \$90.00 per CY.
- Unit Cost for imported crushed concrete for backfill over 3 Units: \$700.00 per Unit (each Unit is 15 CY).
- Unit Cost for imported slurry fill for backfill: \$700.00 per Unit, with “Unit” meaning 12 CY.

ATTACHMENTS

- Attachment 1: Century Environmental Building Asbestos Survey
- Attachment 2: CDPHE Regulations 8 section for asbestos in soils remediation.
- Attachment 3: OMNItrax application
- Attachment 4: OMNItrax insurance requirements
- Attachment 5: Colorado Civil Group, Inc., site drawings
- Attachment 6: Hudspeth Asbestos Abatement Work Plan

Asbestos Inspection Report

Prepared for:

**Windsor Downtown Development Authority
Mr. Mike Scholl
301 Walnut Street
Windsor, CO 80550**

Performed At:

**512 Ash Street
Windsor, CO 80550**

**September 11, 2020
Project # 6564.20**



**Inspection and Report by:
Century Environmental Hygiene, LLC
3201 E. Mulberry St, Unit C
Fort Collins, CO 80524**

ATTACHMENT 1

Executive Summary

The property located at 512 Ash Street, Windsor, CO was inspected for Asbestos Containing Materials (ACMs). There are two structures on the site, called Garage and Small Office. No asbestos materials were found in either structure. The top surface of the ground on the site was inspected with reasonable diligence for transite (asbestos cement board or piping). In areas around the building (see attached sketch), transite debris was identified. Soil samples indicate that significant (over .25%) asbestos was not identified in the areas beyond the area shown as contaminated.

Purpose and Scope

The purpose of the inspection was to conduct an inspection and sampling of any suspect materials prior to the garage and small office being demoed and the transite contamination remediated. Subsurface materials were excluded from the scope.

Methods

The inspection was performed on September 4th, 2020 by Jim Ryan a Certified Asbestos Building Inspector (CDPHE # 20454) of Century Environmental Hygiene, LLC (CEH) (ACF 14837). The survey was performed in accordance with protocols described in Regulation #8. Homogeneous materials were determined by: 1) identifying a list of all materials suspected of containing asbestos; 2) Classifying these materials as Surfacing, Thermal Systems, or Miscellaneous material type; 3) Subdividing each material as necessary into Homogeneous Materials based on color, texture, appearance and other observable factors; 4) identifying the location(s) of each Homogeneous Material; 5) determining the quantity range of surfacing materials (quantity range is <1000 SF, 1000-5000 SF, or over 5000 SF). Detailed measurements are also included if so indicated in the proposal.

Methods for sampling were as described in Regulation 8. A minimum of 1-2 samples for each Miscellaneous Homogeneous Material is collected. A minimum of 3 samples of each Thermal System Homogenous Material is collected unless there are less than three linear or square feet of such material in which case one sample per location is collected. A minimum of 3, 5 or 7 samples of each Surfacing Homogeneous Material were collected depending on the quantity range identified. Samples are pseudo-randomly located except for surfacing materials which are either located using a random sampling scheme as recommended in the EPA pink book, using Table 2. Samples are assigned a unique sample number and submitted to a NVLAP accredited lab under proper chain of custody for analysis by EPA methods for polarized light microscopy ((EPA-600/M4-82-020, 1982 and EPA-600/R-93/116, July 1993).

The assessment is performed by categorizing materials for friability, current damage, and type of damage, but this information is only reported for materials that are found to be ACM.

Building Information

One metal garage, with no suspect material, and one small office building on property. No building information available from Weld County assessor.

ATTACHMENT 1

Findings

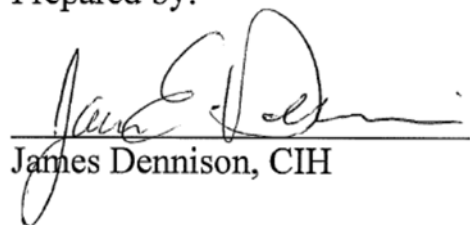
All suspect materials in the garage and small office were sampled and did not contain asbestos. Samples of transite debris around the garage did contain asbestos >1%. Four composite soil samples were collected in areas adjacent to the contaminated area (as determined by observation of apparent transite debris). A trace level of asbestos was observed, and point count analysis of the samples indicated that the samples contained <0.25% asbestos.

Sampled by:



James Ryan, Building Inspector

Prepared by:


James Dennison, CIH

Attachments:

- A. Results data table
- B. Lab report
- C. Field data sheet
- D. Garage Soils Map

Disclaimer:

If the owner of the property elects to use certain abatement contractors, CEH reserves the right to decline further involvement in the project. No evaluations beyond those described in the report have been made and CEH is not responsible for any hazards or risks, apparent or otherwise, other than those included in this evaluation. As with any conclusions made based on visual observations and/or random and limited sampling, there is an inherent possibility that undetected conditions exist, and CEH does not accept liability for any not reasonably ascertainable from the data or observations made. Sampling can be inherently obtrusive, and CEH does not accept liability for any damage to the property reasonably occurring during the course of the work in connection with its duties. The only warrantee expressed or implied is that the work conforms to standard industry practice at the time it was performed. In the unlikely event a defect in the work is noted, the client has the option to request that the defect be remedied at no additional cost, or a pro rata deduction in the fee billed. CEH's maximum liability to any party shall not exceed the fee for the defective portion of the work. Any reports issued are for the sole use of the client and reliance on it by others is at their sole risk.

ATTACHMENT 1

APPENDIX A

Asbestos Sampling Results
ATTACHMENT 1
 512 Ash Street, Windsor, CO 80550
 Date of Sampling: September 3, 2020

Material	Location of Material	Sample Number	Quantity	Condition	Friability	Type	Result/ Classification
Yellow carpet adhesive	Office building, throughout	090320JR-CA01-01 to -02	~465 SF	Poor/Brittle	Friable	M	Non-ACM
Composite drywall with tape and mud	Office building, walls and ceiling	090320JR-CDW01-01 to -02	NA	Good	Friable	M	Non-ACM
Miscellaneous grey sealant on bolts	Office building, roof	090320JR-MS01-01 to -02	NA	Good	Non-Friable (II)	M	Non-ACM
Blue with diamond center sheet vinyl flooring	Office building, bathroom	090320JR-SVF01-01 to -02	~35 SF	Good	Non-Friable (II)	M	Non-ACM
White window glazing	Office building, front door	090320JR-WG01-01 to -02	~1 SF	Brittle	Friable	M	Non-ACM
Grey transite	In soils around garage exterior	090320JR-TR01-01 to -02	NA	Poor	Friable	M	ACM
Soil	Soil around garage exterior, north side	090320JR-S01	NA	NA	NA	NA	Non-ACM (PC)
Soil	Soil around garage exterior, east side	090320JR-S02	NA	NA	NA	NA	Non-ACM (PC)
Soil	Soil around garage exterior, south side	090320JR-S03	NA	NA	NA	NA	Non-ACM (PC)
Soil	Soil around garage exterior, west side	090320JR-S04	NA	NA	NA	NA	Non-ACM

Table abbreviation explanations:

ACM = Asbestos-Containing Material. Samples according to AHERA quantities were collected and indicate the material contains over 1% asbestos and is defined by state and/or federal regulations as ACM. In some cases, inconsistencies may occur (see lab report). For example, four out of five samples collected of this material type may contain asbestos and one did not. In this case, at client's request, additional sampling might help determine if the one sample represents a different material application in a sub-part of the area that is non-ACM. An example of when this can happen is when a building is textured, one room is remodeled later and a texture-to-match existing is used.

ACM-I/C = ACM that contains inconsistent results for the group of samples that characterize this material's asbestos content. The material appeared to the Inspector during the inspection to be the same material type, but results indicated that it wasn't exactly the same. According to CDPHE rules, with 1 or more samples indicating asbestos being present, the whole group must be treated as ACM. Unless client performs relevant point counts and/or additional sampling to further clarify the material's asbestos content.

ACM-prog = ACM with progressive stop analysis. The material is ACM based on the results received, but not all of the samples were analyzed. Under progressive analysis, samples in a group are analyzed until one sample is positive to keep within the project sample budget. At client's request, additional samples can be analyzed to confirm that the material is homogeneous, although additional lab fees apply

Non-ACM indicates that at least the minimum numbers of required samples were analyzed for that type and quantity of material and that all samples indicated 1% or less asbestos so the material is classified by state and federal agencies as non-ACM. Note that some OSHA requirements still apply if traces of asbestos are present.

P-ACM = Presumed ACM. This material can contain asbestos but was not sampled, and must be treated as ACM in accordance with state and/or federal regulations

OSHA-ACM. This material is considered ACM by OSHA but not by EPA/CDPHE because EPA and CDPHE allow joint compound used as filler at seams, edges, and screw holes etc. in drywall is not ACM if the composite of the drywall and joint compound is 1% or less asbestos. Note that only a limited effort was made to determine if the material is used only at seams etc. and there is the possibility in parts of the building that a skim coat does exist.

Low % ACM. This material either contained a trace of asbestos, in which case it is ACM unless a Point Count (PC) analysis is performed and it is determined to be 1% or less asbestos by PC, or the material contained a low percentage of asbestos e.g. 1-2% and a PC could still be performed and interpreted the same way. The client should consider requesting PC analysis of some or all samples to determine if the material may qualify as non-ACM.

(PC): If this term appears as a suffix, it indicates that Point Count analysis was employed and the Point Count results replaced the PLM result when the results were interpreted.

M: Miscellaneous

S: Surfacing

T: TSI

ATTACHMENT 1

APPENDIX B



12421 W. 49TH AVENUE, UNIT #6
WHEAT RIDGE, CO 80033 (303) 463-8270

BULK ASBESTOS TEST REPORT
PAGE 1 OF 4

CLIENT:
CENTURY ENVIRONMENTAL HYGIENE
3201 E. MULBERRY STREET, UNIT C
FORT COLLINS, CO 80524

ANALYSIS DATE: 9-9-20
REPORTING DATE: 9-11-20
RECEIPT DATE: 9-8-20
CLIENT JOB NO.: 6564.20
CLIENT PROJECT: 512 ASH STREET, WINDSOR
DCMSL PROJECT: CEH1250

PERCENTAGE COMPOSITION BY VISUAL ESTIMATE

DCMSL SAMPLE NUMBER	SAMPLE NUMBER (C)	SAMPLE DATE (C)	DESCRIPTION	PERCENT OF SAMPLE	ASBESTOS TYPE	RANGE	%	TOTAL ASBESTOS IN SAMPLE	OTHER FIBROUS CONSTITUENTS	NON-FIBROUS CONSTITUENTS	TOTAL PERCENTAGE IDENTIFIED MATERIALS
-1	090320JR-CA01-01	9-3-20	A. WHITE PLASTER B. YELLOW MASTIC C. YELLOW FOAM D. MULTICOLORED PAINT	0.5% 7.0% 10.0% 82.5%			ND ND ND ND	 _____	0.0 0.0 0.0 0.0	100.0 100.0 100.0 100.0	100.0 100.0 100.0 100.0
								ND			
-2	090320JR-CA01-02	9-3-20	A. WHITE PLASTER B. YELLOW MASTIC C. YELLOW FOAM D. MULTICOLORED PAINT	0.5% 2.0% 3.0% 94.5%			ND ND ND ND	 _____	0.0 0.0 0.0 0.0	100.0 100.0 100.0 100.0	100.0 100.0 100.0 100.0
								ND			
-3	090320JR-CDW01-01	9-3-20	A. GREY PAINT B. WHITE DRYWALL MUD C. WHITE/TAN FIBROUS D. WHITE DRYWALL	3.0% 4.0% 7.0% 86.0%			ND ND ND ND	 _____	0.0 0.0 100.0 1.0	100.0 100.0 0.0 99.0	100.0 100.0 100.0 100.0
								ND			
-4	090320JR-CDW01-02	9-3-20	A. WHITE PAINT B. WHITE DRYWALL MUD C. WHITE/TAN FIBROUS D. WHITE DRYWALL	3.0% 5.0% 25.0% 67.0%			ND ND ND ND	 _____	0.0 0.0 100.0 1.0	100.0 100.0 0.0 99.0	100.0 100.0 100.0 100.0
								ND			
-5	090320JR-MS01-01	9-3-20	A. WHITE PAINT B. GREY METAL/ORANGE RUST C. WHITE RESIN	0.5% 0.5% 99.0%			ND ND ND	 _____	0.0 0.0 0.0	100.0 100.0 100.0	100.0 100.0 100.0
								ND			
-6	090320JR-MS01-02	9-3-20	A. WHITE RESIN	100.0%			ND	_____	0.0	100.0	100.0
								ND			



12421 W. 49TH AVENUE, UNIT #6
WHEAT RIDGE, CO 80033 (303) 463-8270

BULK ASBESTOS TEST REPORT
PAGE 2 OF 4

CLIENT:
CENTURY ENVIRONMENTAL HYGIENE
3201 E. MULBERRY STREET, UNIT C
FORT COLLINS, CO 80524

ANALYSIS DATE: 9-9-20
REPORTING DATE: 9-11-20
RECEIPT DATE: 9-8-20
CLIENT JOB NO.: 6564.20
CLIENT PROJECT: 512 ASH STREET, WINDSOR
DCMSL PROJECT: CEH1250

PERCENTAGE COMPOSITION BY VISUAL ESTIMATE

DCMSL SAMPLE NUMBER	SAMPLE NUMBER (C)	SAMPLE DATE (C)	DESCRIPTION	PERCENT OF SAMPLE	ASBESTOS TYPE	RANGE	%	TOTAL ASBESTOS IN SAMPLE	OTHER FIBROUS CONSTITUENTS	NON-FIBROUS CONSTITUENTS	TOTAL PERCENTAGE IDENTIFIED MATERIALS
-7	090320JR-SVF01-01	9-3-20	A. WHITE MASTIC	3.0%			ND		0.0	100.0	100.0
			B. WHITE FIBROUS RESIN	42.0%			ND		55.0	45.0	100.0
			C. GREY/WHITE RESINOUS TILE	55.0%			ND		0.0	100.0	100.0
								ND			
-8	090320JR-SVF01-02	9-3-20	A. WHITE CAULK	2.0%			ND		0.0	100.0	100.0
			B. MULTICOLORED PAINT	5.0%			ND		0.0	100.0	100.0
			C. YELLOW MASTIC	7.0%			ND		0.0	100.0	100.0
			D. GREY/WHITE RESINOUS TILE	35.0%			ND		0.0	100.0	100.0
			E. WHITE FIBROUS RESIN	51.0%			ND		55.0	45.0	100.0
								ND			
-9	090320JR-TR01-01	9-3-20	A. GREY TRANSITE	100.0%	CHRYSTILE	[5-15]	7.0		0.0	93.0	100.0
								7.0			
-10	090320JR-TR01-02	9-3-20	A. GREY TRANSITE	100.0%	CHRYSTILE	[5-15]	7.0		0.0	93.0	100.0
								7.0			
-11	090320JR-WG01-01	9-3-20	A. WHITE PAINT	7.0%			ND		0.0	100.0	100.0
			B. WHITE WINDOW GLAZE	93.0%			ND		0.0	100.0	100.0
								ND			
-12	090320JR-WG01-02	9-3-20	A. WHITE PAINT	5.0%			ND		0.0	100.0	100.0
			B. WHITE WINDOW GLAZE	95.0%			ND		0.0	100.0	100.0
								ND			

FOR CALCULATION PURPOSES, TRACE (TR) IS ASSUMED TO BE 0.5%.

(C) INFORMATION PROVIDED BY CLIENT

(I) INSEPARABLE LAYERS

ND - NONE DETECTED



12421 W. 49TH AVENUE, UNIT #6
WHEAT RIDGE, CO 80033 (303) 463-8270

BULK ASBESTOS TEST REPORT
PAGE 3 OF 4

CLIENT:

CENTURY ENVIRONMENTAL HYGIENE
3201 E. MULBERRY STREET, UNIT C
FORT COLLINS, CO 80524

ANALYSIS DATE:	9-9-20
REPORTING DATE:	9-11-20
RECEIPT DATE:	9-8-20
CLIENT JOB NO.:	6564.20
CLIENT PROJECT:	512 ASH STREET, WINDSOR
DCMSL PROJECT:	CEH1250

THE SAMPLE(S) WAS/WERE RECEIVED IN ACCEPTABLE CONDITION. THIS TEST REPORT RELATES ONLY TO THE ITEMS TESTED. THE RESULTS OF THIS REPORT APPLY TO THE SAMPLE(S) RECEIVED FROM THE CLIENT AND THE VALIDITY OF THE RESULTS ARE DEPENDENT ON ANY INFORMATION SUPPLIED BY THE CLIENT. THIS REPORT MAY NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE WRITTEN APPROVAL OF THE LABORATORY.

ALL INFORMATION PROVIDED BY CLIENTS, INCLUDING SAMPLE RESULTS, IS CONSIDERED PROPRIETARY AND CONFIDENTIAL. CLIENT RESULTS AND OTHER INFORMATION WILL NOT BE RELEASED TO ANYONE BUT THE CLIENT EXCEPT BY CLIENT REQUEST. WHEN THE LABORATORY IS REQUIRED BY LAW OR AUTHORIZED BY CONTRACTUAL ARRANGEMENTS TO RELEASE CONFIDENTIAL INFORMATION, THE CLIENT OR INDIVIDUAL CONCERNED SHALL, UNLESS PROHIBITED BY LAW, BE NOTIFIED OF THE INFORMATION PROVIDED.



12421 W. 49th Avenue, Unit #6
Wheat Ridge, CO 80033

DCM Project No.: CEH 1250

Bulk Sample Analysis

Page 4 of 4

BULK SAMPLE ANALYSIS PROCEDURES:

DCM Science Laboratory, Inc. analyzes bulk asbestos samples following procedures developed by the McCrone Research Institute and in compliance with guidelines established by the Environmental Protection Agency (EPA-600/M4-82-020, 1982 and EPA-600/R-93/116, July, 1993).

Bulk samples are prepared for analysis using a 10X-80X stereo microscope in a hepa filter hood which provides a contamination-free environment. The sample is then analyzed by polarized light microscopy (PLM) at 100X. When the sample consists of more than one layer, each layer is prepared and analyzed separately. Fiber and matrix materials are identified by the characterization of optical properties including color and pleochroism, form, cleavage, relief, birefringence, extinction, orientation, twinning, interference figure and other distinguishing features. Dispersion staining is also used to further aid in mineral identification. All percentages of asbestos, other fibers and non-fibrous constituents are calculated from the values obtained from analyses using the stereo and PLM microscopes. In-house and NIST standards as well as a chart prepared by R.D. Terry and G.V. Chilingir for "The Journal of Sedimentary Petrology", (Volume 24, pp. 229-234, 1955) provide a guide for estimating percentages. All samples are archived for six months unless other arrangements are made by the client.

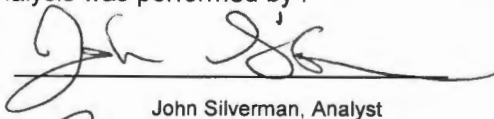
ACCREDITATION:

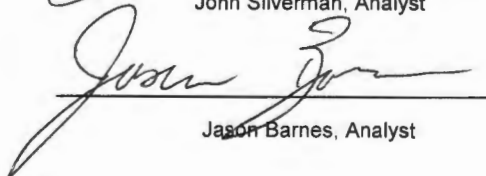
DCMSL is accredited by NVLAP (since April 1, 1989). Our NVLAP Lab Code is 101258-0. DCMSL complies with NVLAP requirements unless otherwise noted.

ENDORSEMENT:

The results of this analysis must not be used by the client to claim endorsement by NVLAP or any agency of the U.S. Government.

The analysis was performed by :


John Silverman, Analyst


Jason Barnes, Analyst

Ron Schott, Analyst

Alex Sketers, Analyst

9-9-2020

Date

Ron Schott

Laboratory Director



NVLAP Lab Code 101258-0

ATTACHMENT 1

Page 1 of 2

DCM Science Laboratory, Inc.

12421 W. 49th Avenue, Unit #6

Wheat Ridge, CO 80033

(303) 463-8270/(800) 852-7340

(303) 463-8267 – fax

Date/Time Received _____ DCMSL Group No. 2373 DCMSL Log No. CEH1250

Field Data Sheet/Chain of Custody

Samples submitted by: Jim RCompany: **Century Environmental Hygiene**Job/P.O. # 6564.20Address: **3201 E. Mulberry St, Unit C
Fort Collins, CO 80524**Project Title 512 Ash Street
Win IsarContact: Jim DennisonArchive: All samples are archived for
6 months unless other
arrangements are made.Phone: **970-266-8000**Fax: **970-266-0022**

Cell/Pager: _____

Email to **results@centuryenvironmental.com**

Turnaround Time Requested:

☒ Standard (3 to 5 Business Days)☐ 24 Hour Rush☐ 2 Hour Rush (Asbestos Only)☐ Other _____

Procedure Requested:

ASBESTOS

Bulk

☒ Standard EPA☐ Progressive☐ Point Count☐ Other _____

XRD

☐ Respirable Silica☐ Bulk Silica☐ Scan & Search☐ Other _____

OTHER

☐ Optical Microscopy☐ Gravimetric☐ SEM☐ Other _____

Air

☐ NIOSH 7400☐ Other _____

ADDITIONAL INFORMATION _____

Client Sample No.:	Sample Date	Air Volume	Other Information
1 <u>090320JR-CA01-01</u>	<u>9/3/2020</u>		
2 <u>1-02</u>			
3 <u>-CDW01-01</u>			
4 <u>1-02</u>			
5 <u>-MS01-01</u>			
6 <u>1-02</u>			
7 <u>-SVF01-01</u>			
8 <u>1-02</u>			
9 <u>-TR01-01</u>			
10 <u>1-02</u>			

Relinquished by: JEDDate/Time 9/3/2020Received by: 4645 D DowneyDate/Time 9/8/20 10:21

ATTACHMENT 1

DCM Science Laboratory, Inc.
12421 W. 49th Avenue, Unit #6
Wheat Ridge, CO 80033

Client Sample No.:	Sample Date	Air Volume	Other Information
11 090320JE-WGC1-c1	9/3/2020		
12 + + -02	9/3/2020		
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			

Relinquished by:	Date/Time	Received by:	Date/Time
		D. Haney	9/8/20 10:21



12421 W. 49TH AVENUE, UNIT #6
WHEAT RIDGE, CO 80033 (303) 463-8270

BULK ASBESTOS TEST REPORT
PAGE 1 OF 2

CLIENT:
CENTURY ENVIRONMENTAL HYGIENE
3201 E. MULBERRY STREET, UNIT C
FORT COLLINS, CO 80524

ANALYSIS DATE: 9-10-20
REPORTING DATE: 9-10-20
RECEIPT DATE: 9-10-20
CLIENT JOB NO.: 6564.20
CLIENT PROJECT: 512 ASH ST., WINDSOR
DCMSL PROJECT: CEH1251

PERCENTAGE COMPOSITION BY VISUAL ESTIMATE

DCMSL SAMPLE NUMBER	SAMPLE NUMBER (C)	SAMPLE DATE (C)	DESCRIPTION	PERCENT OF SAMPLE	ASBESTOS TYPE	RANGE	%	TOTAL ASBESTOS IN SAMPLE	OTHER FIBROUS CONSTITUENTS	NON-FIBROUS CONSTITUENTS	TOTAL PERCENTAGE IDENTIFIED MATERIALS
-1RR	090320JR-S01	9-3-20	A. BROWN SOIL/MULTICOLORED DEBRIS (I)	100.0%	CHRYSTILE	[TR]	0.5	0.5	3.0	96.5	100.0
-2RR	090320JR-S02	9-3-20	A. BROWN SOIL/MULTICOLORED DEBRIS (I)	100.0%	CHRYSTILE	[TR]	0.5	0.5	3.0	96.5	100.0
-3RR	090320JR-S03	9-3-20	A. TAN SOIL/MULTICOLORED DEBRIS (I)	100.0%	CHRYSTILE	[TR]	0.5	0.5	5.0	94.5	100.0
-4RR	090320JR-S04	9-3-20	A. BROWN SOIL/MULTICOLORED DEBRIS (I)	100.0%			ND	ND	5.0	95.0	100.0

FOR CALCULATION PURPOSES, TRACE (TR) IS ASSUMED TO BE 0.5%.

(C) INFORMATION PROVIDED BY CLIENT

(I) INSEPARABLE LAYERS

ND - NONE DETECTED

THE SAMPLE(S) WAS/WERE RECEIVED IN ACCEPTABLE CONDITION. THIS TEST REPORT RELATES ONLY TO THE ITEMS TESTED. THE RESULTS OF THIS REPORT APPLY TO THE SAMPLE(S) RECEIVED FROM THE CLIENT AND THE VALIDITY OF THE RESULTS ARE DEPENDENT ON ANY INFORMATION SUPPLIED BY THE CLIENT. THIS REPORT MAY NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE WRITTEN APPROVAL OF THE LABORATORY.

ALL INFORMATION PROVIDED BY CLIENTS, INCLUDING SAMPLE RESULTS, IS CONSIDERED PROPRIETARY AND CONFIDENTIAL. CLIENT RESULTS AND OTHER INFORMATION WILL NOT BE RELEASED TO ANYONE BUT THE CLIENT EXCEPT BY CLIENT REQUEST. WHEN THE LABORATORY IS REQUIRED BY LAW OR AUTHORIZED BY CONTRACTUAL ARRANGEMENTS TO RELEASE CONFIDENTIAL INFORMATION, THE CLIENT OR INDIVIDUAL CONCERNED SHALL, UNLESS PROHIBITED BY LAW, BE NOTIFIED OF THE INFORMATION PROVIDED.

ATTACHMENT 1



12421 W. 49th Avenue, Unit #6
Wheat Ridge, CO 80033

DCM Project No.: CEH 1251

Bulk Sample Analysis

Page 2 of 2

BULK SAMPLE ANALYSIS PROCEDURES:

DCM Science Laboratory, Inc. analyzes bulk asbestos samples following procedures developed by the McCrone Research Institute and in compliance with guidelines established by the Environmental Protection Agency (EPA-600/M4-82-020, 1982 and EPA-600/R-93/116, July, 1993).

Bulk samples are prepared for analysis using a 10X-80X stereo microscope in a hepa filter hood which provides a contamination-free environment. The sample is then analyzed by polarized light microscopy (PLM) at 100X. When the sample consists of more than one layer, each layer is prepared and analyzed separately. Fiber and matrix materials are identified by the characterization of optical properties including color and pleochroism, form, cleavage, relief, birefringence, extinction, orientation, twinning, interference figure and other distinguishing features. Dispersion staining is also used to further aid in mineral identification. All percentages of asbestos, other fibers and non-fibrous constituents are calculated from the values obtained from analyses using the stereo and PLM microscopes. In-house and NIST standards as well as a chart prepared by R.D. Terry and G.V. Chilingir for "The Journal of Sedimentary Petrology", (Volume 24, pp. 229-234, 1955) provide a guide for estimating percentages. All samples are archived for six months unless other arrangements are made by the client.

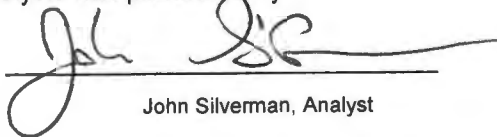
ACCREDITATION:

DCMSL is accredited by NVLAP (since April 1, 1989). Our NVLAP Lab Code is 101258-0. DCMSL complies with NVLAP requirements unless otherwise noted.

ENDORSEMENT:

The results of this analysis must not be used by the client to claim endorsement by NVLAP or any agency of the U.S. Government.

The analysis was performed by :


John Silverman, Analyst

Ron Schott, Analyst

Jason Barnes, Analyst

Alex Sketers, Analyst



NVLAP Lab Code 101258-0

9-10-2020

Date
Ron Schott
Laboratory Director

ATTACHMENT 1

Page 1 of 1

DCM Science Laboratory, Inc.

12421 W. 49th Avenue, Unit #6
Wheat Ridge, CO 80033

(303) 463-8270/(800) 852-7340

(303) 463-8267 – fax

Date/Time Received _____ DCMSL Group No. 2397 DCMSL Log No. CEH1251

Field Data Sheet/Chain of Custody

Samples submitted by: Jim RCompany: **Century Environmental Hygiene**Address: **3201 E. Mulberry St, Unit C****Fort Collins, CO 80524**Job/P.O. # 6564.20Project Title 512 Ash St, WindsorContact: Jim DennisonPhone: **970-266-8000**Fax: **970-266-0022**

Cell/Pager: _____

Archive: All samples are archived for
6 months unless other
arrangements are made.Email to **results@centuryenvironmental.com**

Turnaround Time Requested:

☐ Standard (3 to 5 Business Days)☐ 24 Hour Rush☒ 2 Hour Rush (Asbestos Only)☐ Other _____

Procedure Requested:

ASBESTOS

Bulk

☒ Standard EPA☐ Progressive☐ Point Count☐ Other _____

Air

☐ NIOSH 7400☐ Other _____

XRD

☐ Respirable Silica☐ Bulk Silica☐ Scan & Search☐ Other _____

OTHER

☐ Optical Microscopy☐ Gravimetric☐ SEM☐ Other _____

* ADDITIONAL INFORMATION If ACM observed do
point counts also.

Client Sample No.:	Sample Date	Air Volume	Other Information
1 <u>090320JR-S01</u>	<u>9/3/20</u>		
2 <u>-S02</u>			
3 <u>-S03</u>			
4 <u>-S04</u>			
5			
6			
7			
8			
9			
10			

Relinquished by:

Patricia L Holston

Date/Time

9/8/20 8:44am

Received by:

D Downey

Date/Time

9/10/20 10:07

ATTACHMENT 1



12421 W. 49TH AVENUE, UNIT #6
WHEAT RIDGE, CO 80033 (303) 463-8270

BULK ASBESTOS TEST REPORT - POINT COUNT METHOD PAGE 1 OF 2

CLIENT:	ANALYSIS DATE:	9-10-20
CENTURY ENVIRONMENTAL HYGIENE	REPORTING DATE:	9-10-20
3201 E. MULBERRY STREET, UNIT C	REQUEST DATE:	9-10-20
FORT COLLINS, CO 80524	CLIENT JOB NO.:	6564.20
	CLIENT PROJECT:	512 ASH ST., WINDSOR
	DCMSL PROJECT:	CEH1253
	CROSS REFERENCE:	CEH1251

PERCENTAGE COMPOSITION BY AREA/VOLUME

DCM LAB NO.:	-1RR	-2RR	-3RR
SAMPLE DATE:	9-3-20	9-3-20	9-3-20
% OF TOTAL SAMPLE:	100.0%	100.0%	100.0%
CLIENT NO.:	090320JR-S01	090320JR-S02	090320JR-S03
	PART A	PART A	PART A
ASBESTIFORM MINERAL FIBERS:			
CHRYSTILE	<0.25%	<0.25%	<0.25%
AMOSITE	ND	ND	ND
CROCIDOLITE	ND	ND	ND
TREMOLITE-ACTINOLITE	ND	ND	ND
ANTHOPHYLLITE	ND	ND	ND
TOTAL ASBESTOS COUNTED	<0.25%	<0.25%	<0.25%
TOTAL ASBESTOS IN LAYER	<0.25%	<0.25%	<0.25%
TOTAL ASBESTOS IN SAMPLE	<0.25%	<0.25%	<0.25%

NOTES: SAMPLES NO. 1RR AND 2RR ARE BROWN SOIL/MULTICOLORED DEBRIS (INSEPARABLE). SAMPLE NO. 3RR IS TAN SOIL/MULTICOLORED DEBRIS (INSEPARABLE).

ND - NONE DETECTED

DEFINITIONS

TOTAL ASBESTOS COUNTED =	THE AMOUNT OF ASBESTOS PRESENT IN THE SAMPLE EXPRESSED AS A PERCENT.
TOTAL ASBESTOS IN LAYER =	THE PERCENT OF SAMPLE REMAINING TIMES ASBESTOS COUNTED EXPRESSED AS A PERCENT.
TOTAL ASBESTOS IN SAMPLE =	THE PERCENT OF TOTAL SAMPLE (FROM PLM/SM ANALYSIS) TIMES THE TOTAL ASBESTOS IN LAYER (IF NO ASBESTOS IN OTHER LAYERS).

THE SAMPLE(S) WAS/WERE RECEIVED IN ACCEPTABLE CONDITION. THIS TEST REPORT RELATES ONLY TO THE ITEMS TESTED. THE RESULTS OF THIS REPORT APPLY TO THE SAMPLE(S) AS RECEIVED FROM THE CLIENT. CLIENT SAMPLE NUMBERS, SAMPLE DATES, CLIENT JOB NUMBER AND PROJECT ARE PROVIDED BY THE CLIENT. THIS REPORT MAY NOT BE REPRODUCED EXCEPT IN FULL WITHOUT WRITTEN APPROVAL OF THE LABORATORY.

ALL INFORMATION PROVIDED BY CLIENTS, INCLUDING SAMPLE RESULTS, IS CONSIDERED PROPRIETARY AND CONFIDENTIAL. CLIENT RESULTS AND OTHER INFORMATION WILL NOT BE RELEASED TO ANYONE BUT THE CLIENT EXCEPT BY CLIENT REQUEST. WHEN THE LABORATORY IS REQUIRED BY LAW OR AUTHORIZED BY CONTRACTUAL ARRANGEMENTS TO RELEASE CONFIDENTIAL INFORMATION, THE CLIENT OR INDIVIDUAL CONCERNED SHALL, UNLESS PROHIBITED BY LAW, BE NOTIFIED OF THE INFORMATION PROVIDED.



12421 W. 49th Avenue, Unit #6
Wheat Ridge, CO 80033

DCM Project No.: CEH 1253

Quantitative Bulk Sample Analysis (Point Count)

Page 2 of 2

QUANTITATIVE BULK SAMPLE ANALYSIS PROCEDURES:

DCM Science Laboratory, Inc. analyzes bulk samples in accordance with the National Emission Standard for Hazardous Air Pollutants (NESHAP) for asbestos (Federal Register, Vol. 55, No. 224, pp. 48406-48433, 11/20/90). The analytical procedures followed are described in "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", (USEPA 600/M4-83-020, 1982), with minor modifications recommended by the Atmospheric Research and Exposure Assessment Laboratory, USEPA, Research Triangle Park, N.C.

Samples analyzed by the point count method are milled to homogenize the sample, prepared on microscope slides and point counted using polarized light microscopy (PLM) in conjunction with a point counting stage and counter. One hundred counts are performed on four separate preparations of each sample for a total of 400 points. If asbestos is identified but not counted during the point counting procedure, total asbestos is reported as zero and presence is noted on the report. Other preparation procedures including ashing and acid washing may be performed with client permission to improve accuracy in determining asbestos concentration. All samples are archived for six months unless other arrangements are made by the client.

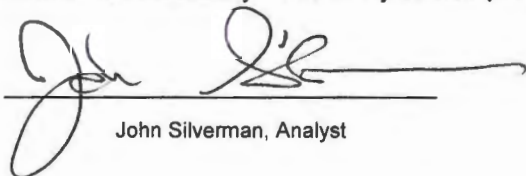
ACCREDITATION:

DCMSL is accredited by NVLAP (since April 1, 1989). DCMSL complies with NVLAP requirements unless otherwise noted.

ENDORSEMENT:

The results of this analysis must not be used by the client to claim endorsement by NVLAP or any agency of the U.S. Government.

This test report relates only to the items tested. This report may not be reproduced except in full, without the written approval of the laboratory. The analysis was performed by :


John Silverman, Analyst

Ron Schott, Analyst

Jason Barnes, Analyst

Alex Sketers, Analyst

Ron Schott
Laboratory Director

9-10-2020

Date



ATTACHMENT 1

APPENDIX C

HOMOGENOUS MATERIAL SAMPLING FORM

Project #: 6564.20
 Date: 9/03/20 Inspector(s): Jim R

Project/Facility: Windsor Downtown Develop. Authority
512 Ash Street, Windsor

Suspect Homogenous Material Information

Homogenous Material Description (Single material) and Quantity (Size, thickness, color, pattern, associated material etc; Quantity of material for full surveys or Quantity impacted for fires and flood/waters)	Type (circle)	Friability (circle)	Material Photograph
<u>Carpet Adhesive - yellow</u>	S	NF (I)	☐ Photo Taken? Photo ID _____ Sample # _____
<u>Poor Brittle</u>	T	NF (II)	
<u>-465sf</u>	<u>(M)</u>	<u>(F)</u>	

Suspect Homogenous Material Sampling Information

Sample # Prefix	Material Location (areas in the building, use all of the middle column for description)	Analytical Result* (See Codes Below) + or ND and %
<u>090320R-CA01</u>	<u>Office Building - Through</u>	
Sequence #: <u>01</u>	<u>Front Ent room SW corner</u>	
Sample Location		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #: <u>02</u>	<u>SW office NE corner</u>	
Sample Location		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	

☐ Non-ACM ☐ TR-1%? ☐ ACM

ANALYTICAL SUMMARY _____

Name: Jim Ryan

Signature: [Signature]

Date: 9/3/2020

PC = Point Count Result, CMP = Composite, Ch = Chrysotile, Am = Amosite, Cro = Crocidolite,

NAPS = Not Analyzed Positive Stop, NAAA = Not Analyzed Assumed Asbestos, ND = No Asbestos Detected

HOMOGENOUS MATERIAL SAMPLING FORM

Project #: 6564.20

Project/Facility: Windsor Danden Develop. Authority

Date: 9/10/20 Inspector(s): Jim R

512 Ash Street, Windsor

Suspect Homogenous Material Information

Homogenous Material Description (Single material) and Quantity (Size, thickness, color, pattern, associated material etc; Quantity of material for full surveys or Quantity impacted for fires and flood/waters)	Type (circle)	Friability (circle)	Material Photograph
<u>Composite drywall, tape & mud</u>	S	NF (I)	☐ Photo Taken? Photo ID _____ Sample # _____
<u>good</u>	T	NF (II)	
<u>N/A</u>	<u>(M)</u>	<u>(F)</u>	

Suspect Homogenous Material Sampling Information

Sample # Prefix	Material Location (areas in the building, use all of the middle column for description)	Analytical Result* (See Codes Below) + or ND and %
<u>090320R-CDW01</u>	<u>Office building walls & ceiling</u>	
Sequence #: <u>01</u>		
Sample Location: <u>SE Room</u>		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #: <u>02</u>		
Sample Location: <u>SE Room, Ceiling</u>		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	

☐ Non-ACM ☐ TR-1%? ☐ ACM

ANALYTICAL SUMMARY _____

Name: Jim Ryan

Signature: [Signature]

Date: 9/13/2020

PC = Point Count Result, CMP = Composite, Ch = Chrysotile, Am = Amosite, Cro = Crocidolite,

NAPS = Not Analyzed Positive Stop, NAAA = Not Analyzed Assumed Asbestos, ND = No Asbestos Detected

HOMOGENOUS MATERIAL SAMPLING FORM

Project #: 6564.20
 Date: 9/03/20 Inspector(s): Jim R

Project/Facility: Windsor Downtown Develop. Authority
512 Ash Street, Windsor

Suspect Homogenous Material Information

Homogenous Material Description (Single material) and Quantity (Size, thickness, color, pattern, associated material etc; Quantity of material for full surveys or Quantity impacted for fires and flood/waters)	Type (circle)	Friability (circle)	Material Photograph
Miscellaneous Sealant - Bolts Roof (grey) good	S T <u>M</u>	NF (I) <u>NF (II)</u> F	☐ Photo Taken? Photo ID _____ Sample # _____
N/A			

Suspect Homogenous Material Sampling Information

Sample # Prefix	Material Location (areas in the building, use all of the middle column for description)	Analytical Result* (See Codes Below) + or ND and %
<u>090320R-MS01</u>	<u>office building</u>	
Sequence #: <u>01</u>	<u>North Side E of center</u>	
Sample Location	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #: <u>02</u>	<u>W of center</u>	
Sample Location	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	

☐ Non-ACM ☐ TR-1%? ☐ ACM

ANALYTICAL SUMMARY _____

Name: Jim Ryan

Signature: [Signature]

Date: 9/3/2020

HOMOGENOUS MATERIAL SAMPLING FORM

Project #: 6564.20

Project/Facility: Windsor Downtown Develop. Authority

Date: 9/03/20 Inspector(s): Jim R

512 Ash Street, Windsor

Suspect Homogenous Material Information

Homogenous Material Description (Single material) and Quantity (Size, thickness, color, pattern, associated material etc; Quantity of material for full surveys or Quantity impacted for fires and flood/waters)	Type (circle)	Friability (circle)	Material Photograph
Sheet Vinyl Flooring - Blue w/ diamond center	S	NF (I)	☐ Photo Taken? Photo ID _____ Sample # _____
	T	NF (II)	
good	M	F	
~35 sf			

Suspect Homogenous Material Sampling Information

Sample # Prefix	Material Location (areas in the building, use all of the middle column for description)	Analytical Result* (See Codes Below) + or ND and %
090320R-SVFC1	Office Building - Bathroom	
Sequence #: 01		
Sample Location: Ent.		
☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive		
Sequence #: 02		
Sample Location: Back wall		
☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive		
Sequence #:		
Sample Location:		
☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive		
Sequence #:		
Sample Location:		
☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive		
Sequence #:		
Sample Location:		
☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive		
Sequence #:		
Sample Location:		
☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive		
Sequence #:		
Sample Location:		
☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive		

☐ Non-ACM ☐ TR-1%? ☐ ACM

ANALYTICAL SUMMARY

Name: Jim Ryan

Signature: [Signature]

Date: 9/3/200

PC = Point Count Result, CMP = Composite, Ch = Chrysotile, Am = Amosite, Cro = Crocidolite,

NAPS = Not Analyzed Positive Stop, NAAA = Not Analyzed Assumed Asbestos, ND = No Asbestos Detected

HOMOGENOUS MATERIAL SAMPLING FORM

Project #: 6564.20

Project/Facility: Windsor Downtown Develop. Authority

Date: 9/03/20 Inspector(s): Jim R

512 Ash Street, Windsor

Suspect Homogenous Material Information

Homogenous Material Description (Single material) and Quantity (Size, thickness, color, pattern, associated material etc; Quantity of material for full surveys or Quantity impacted for fires and flood/waters)	Type (circle)	Friability (circle)	Material Photograph
Window Grazing white	S	NF (I)	☐ Photo Taken? Photo ID _____ Sample # _____
	T	NF (II)	
Bottle ~1sf	<u>M</u>	<u>F</u>	

Suspect Homogenous Material Sampling Information

Sample # Prefix	Material Location (areas in the building, use all of the middle column for description)	Analytical Result* (See Codes Below) + or ND and %
090320R-W601	Office Building Front door	
Sequence #: 01		
Sample Location: West side of Window		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #: 02		
Sample Location: Btm of Window		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ GC ☐ Composite (CMP) ☐ Progressive	

☐ Non-ACM ☐ TR-1%? ☐ ACM

ANALYTICAL SUMMARY

Name: Jim Ryan

Signature: [Signature]

Date: 9/3/2020

PC = Point Count Result, CMP = Composite, Ch = Chrysotile, Am = Amosite, Cro = Crocidolite,

NAPS = Not Analyzed Positive Stop, NAAA = Not Analyzed Assumed Asbestos, ND = No Asbestos Detected

HOMOGENOUS MATERIAL SAMPLING FORM

Project #: 6564.20

Project/Facility: Windsor Downtown Develop. Authority

Date: 9/03/20 Inspector(s): Jim R

512 Ash Street, Windsor

Suspect Homogenous Material Information

Homogenous Material Description (Single material) and Quantity (Size, thickness, color, pattern, associated material etc; Quantity of material for full surveys or Quantity impacted for fires and flood/waters)	Type (circle)	Friability (circle)	Material Photograph
Transite - grey	S	NF (I)	☐ Photo Taken?
	T	NF (II)	Photo ID _____
	(M)	(F)	Sample # _____
N/A			

Suspect Homogenous Material Sampling Information

Sample # Prefix	Material Location (areas in the building, use all of the middle column for description)	Analytical Result* (See Codes Below)
090320R-TR01-0		+ or ND and %
Sequence #: 01	Exterior of Garage Along all sides, some buried in the soil	
Sample Location: NE corner		
	☐ Location Noted on Drawing? ☐ QC ☐ Composite (CMP) ☐ Progressive	
Sequence #: 02		
Sample Location: NW corner		
	☐ Location Noted on Drawing? ☐ QC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ QC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ QC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ QC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ QC ☐ Composite (CMP) ☐ Progressive	
Sequence #:		
Sample Location:		
	☐ Location Noted on Drawing? ☐ QC ☐ Composite (CMP) ☐ Progressive	

☐ Non-ACM ☐ TR-1%? ☐ ACM

ANALYTICAL SUMMARY

Name: Jim Ryan

Signature: [Signature]

Date: 9/3/2020

ATTACHMENT 1

APPENDIX D



Not to Scale

ATTACHMENT 2

SECTIONS OF CDPHE REGULATION 8 FOR ASBESTOS IN SOILS REMEDIATION

III.T.1. Major Asbestos Spills In the event of an asbestos spill involving greater than the trigger levels, the building owner or contractor shall: III.T.1.a. Restrict access to the area and post warning signs to prevent entry to the area by persons other than those necessary to respond to the incident.

III.T.1.b. Shut off or temporarily modify the air handling system to prevent the distribution of asbestos fibers to other areas. III.T.1.c. Immediately contact the Division by telephone, submit a notification in compliance with subsection III.E. (Notifications) and, if in an area of public access, apply for a permit in accordance with subsection III.G. (Permits). III.T.1.d. Be exempted from the requirements to have a certified Supervisor on-site at all times, until such time as the immediate danger has passed. Any cleanup or asbestos abatement that must occur after the immediate danger has passed shall be supervised by a person certified by the Division. III.T.1.e. Using II. (Certification Requirements) of this Regulation, seal all openings between the contaminated and uncontaminated areas and establish negative air pressure within the contaminated area in accordance with paragraph III.J. (Air Cleaning and Negative Pressure Requirements). This is to be accomplished using polyethylene sheeting to cover areas such as doorways, windows, elevator openings, corridor entrances, grills, drains, grates, diffusers and skylights.

III.T.1.f. HEPA vacuum or steam clean all carpets, drapes, upholstery, and other non-clothing fabrics in the contaminated area, or discard these materials. III.T.1.g. Launder or discard contaminated clothing in accordance with subsection III.R. (Waste Handling). III.T.1.h. HEPA vacuum or wet clean all surfaces in the contaminated area. III.T.1.i. Discard all materials in accordance with subsection III.R. (Waste Handling). III.T.1.j. Following completion of subparagraph III.T.1.a. through III.T.1.i. above, comply with air monitoring requirements as described in subsection III.P. (Clearing Abatement Projects); air samples shall be collected aggressively as described in 40 C.F.R. Part 763, Appendix A to Subpart E (EPA 1995), except that the air stream of the leaf blower shall not be directed at any friable ACM that remains in the area. Comply with any other measures deemed necessary by the Division to protect public health.



APPLICATION PROCESS & INSTRUCTIONS

Telephone (303) 398-0400, Fax (866) 351-9503

☐

Check the box if this is a RUSH? If so include a \$1,500.00 check in addition to the application fee.

RIGHT OF ENTRY LICENSE APPLICATION Non-Environmental

Return the completed application along with a non-refundable fee in the amount of **\$3,500 USD (\$4,375 CAD)** and a print or sketch of the proposed licensed premises with dimensions, coordinates and directions. Also, depict any planned or existing improvements on the licensed premises and include the distance from the nearest track.
(Be sure to list the check number(s) at the bottom of the cover sheet AND application).

Make check(s) payable to:

**OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street
Denver, CO 80206**

(As information, future payments will also be sent to the address listed above.)

If the submitted application and/or plans require review by an environmental (HAZMAT) or other outside consultant, it will solely be at the applicant's expense and in addition to the aforementioned fees. INCOMPLETE applications will result in processing delays and applications without the required fees will not be processed. If you are a Canadian business or resident, this fee is a taxable supply. Include the applicable GST.

REQUESTS FOR RUSH SERVICE: Once a **COMPLETE** application and required fees are received, including the rush fee of **\$1,500 USD (\$1,875 CAD)**, a draft Right of Entry Agreement will be made available for review within **fourteen (14) business days**. Please be sure to mark the box above.

Once an executable Right of Entry Agreement is presented to you, the agreement must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

A Right of Entry is to access property for up to thirty (30) days. Beyond thirty (30) days, you will be responsible for an additional fee of \$3,500 (\$4,375 CAD). You also have the option to purchase a six (6) month Right of Entry for \$20,000 (\$25,000 CAD).

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: _____

RAIL MADE

EASY



ATTACHMENT 3

RIGHT OF ENTRY APPLICATION – **NON-ENVIRONMENTAL**

1) Complete Legal Name of Applicant: _____

Agreement to be in the name of (if different from above): _____

Type of Applicant (please mark one): Corporation ___ LLC ___ Individual ___ Municipality ___

Partnership ___ (General ___ Limited ___) Other _____

If applicable, state/province of incorporation or organization: _____

Federal Tax Identification number (U.S. Leases): _____

Mailing Address: _____

Billing Name, Address (No PO Box), Email, and Phone Number (REQUIRED):

Overnight Delivery Service Address: _____

Contact Person: _____ Title: _____

Phone No.: (____) _____ Fax No.: (____) _____

Email: _____

Time period of your project and use of the Railroad's property?

REQUIRED INDICATE DATE RANGE (30 DAY MAX): from _____ to _____

2) When do you need to receive this agreement from the Railroad? _____
(Please allow 30-45 days for processing of this request)

3) Will there be any activity, material, vehicles or equipment within 50 feet of a railroad track in connection with your project? YES/ NO (If 'YES', Railroad protective liability insurance will be required)
Within 25 feet? YES/ NO (If 'YES', a Railroad Flagman will be required at your sole cost.)

4) Will there be any excavation involved? YES/ NO (If 'YES', include shoring plans)

5) Site Location (City, County & State): _____

Latitude: _____ Longitude: _____

6) Railroad: _____; Railroad Site Location Information: (Railroad Mile Post, Subdivision, or any other pertinent location information) _____



ATTACHMENT 3

RIGHT OF ENTRY APPLICATION – **NON-ENVIRONMENTAL**

- 7) Purpose of your request: (This must be detailed and complete; attach engineering plans, shoring plans, if applicable, and details to support) If you need additional room, please attach paper to this form. _____

Date: _____

Check #'s sent: _____

Signature: _____

Name Printed: _____

Title: _____

Phone No.: _____

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION



ATTACHMENT 3

To: Our Valued Potential Customer;

It is my pleasure to welcome you as a new or returning customer and we are pleased to set up an account for you. To do so, you must complete, sign and return the attached credit application, send to us by email a copy of your sales tax exempt certificate or indicate if you are not exempted and lastly; understand the conditions of sale detailed on the application.

The application information you will supply us will be used in proving credit worthiness and establishing a credit line for your company. A fully completed application is necessary for shipping product on credit terms. If you decide to send bank and trade references on your company letter head, our credit application must still be returned signed by an officer or company manager. You are able to type your information on the application itself. However we will need a written signature.

Please be aware, however; there are limited times when credit application information is not enough to establish credit at the limit you have requested. In those instances, we will request you to provide a copy of your company's most recent financial statement (balance sheet, P&L). The statement information together with the completed credit application will help us in our credit decision.

Upon approval we will send you the directions for Wiring Instructions, Lock Box, and ACH transfers' information to remittance. We assure you that the information you supply will be kept in strict confidence and for the sole use of this department.

Sincerely,

Karen Planchon

Karen Planchon

Accounts Receivables and Credit Analyst | OmniTRAX, Inc.

""Rail Made Easy""





ATTACHMENT 3

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

Company Information:

Parent Co Name:

Is this company a branch or subsidiary? ☐ Yes ☐ No If yes, name the parent:

Address:

City, State, Zip:

Phone:

Fax:

DBA Name: .

Fed ID # .

Tax-Exempt: ☐ Yes ☐ No If yes, sales tax exempt certificate must be attached or sales tax will be assessed.

Ever Filed Bankruptcy? ☐ Yes ☐ If yes, how long ago?

Tax ID Number:

D&B # (DUNS): .

Legal Billing Name:

Company is a ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ L.L.C ☐ P.L.C.

Corporate Registration NO:

V.A.T NO:

Annual Sales:

Are Financial Statements Available? ☐ Yes ☐ No Numbers Years in Business:

Type of Business: ☐ Service ☐ Manufacturer ☐ Distributor ☐ Reseller ☐ End User ☐ Retailer

NOTE: IF IN BUSINESS LESS THAN FIVE YEARS, YOU MUST COMPLETE A PERSONAL GUARANTEE

Third Party Billing Requirements:

Tax ID Number:

Sales Tax Exemption/Resale Certification #:

Legal Third Party Billing Name:

Address:

City, State, Zip:

Phone:

Fax:

DBA Name:

Tax-Exempt: ☐ Yes ☐ No If yes, sales tax exempt certificate must be attached or sales tax will be assessed.

Lien Waivers Required: ☐ Yes ☐ No If yes, please provide template to complete

Special Invoicing requirements: ☒ Yes ☐ No

If yes, please describe:

Accounts Payable/Invoice processing information:

Contact Name:

Contact Phone:

Email:

Are Purchase Orders required? ☐ Yes ☐ No

Preferred Payment Method: ☐ Check ☐ ACH ☐ Visa/MasterCard

Please note all credit card transactions over \$20,000 will be assessed a 2% processing fee



ATTACHMENT 3

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

Shipping Address:

Name:

Address:

City, State, Zip:

Phone:

Fax:

Bank References:

Institutions Name:

Checking Account #:

Bankers Name:

Bankers Email:

Phone:

Fax:

Trade References:

Company 1 Name:

Contact 1 Name:

Contact 1 Email:

Contact 1 Phone:

Company 2 Name:

Contact 2 Name:

Contact 2 Email:

Contact 2 Phone:

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine credit worthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

SIGNATURES

Title

Print Name

Date

Signature

For CCC Use ONLY

Terms applying for: ☐ NET 30 ☐ Other Term Approved: Click here to enter text. Credit Amount Approved: Click here to enter text. Commercial Rep.: Click here to enter text. Applicant: ☐ New ☐ Existing- being renewed. ☐ Existing- requesting increase in Cr. Limit

Instructions for
Certificates of Insurance (COI)

Please find the sample Certificate(s) of Insurance (COI) following this instruction page. The sample COI is intended as a guide and outlines the insurance requirements to be evidenced based on the corresponding agreement.

Please submit the sample COI to your insurance agent or broker for review and issuance upon receipt.

Specifically, your insurance agent or broker must ensure that:

1. The sections titled **Insured** and **Certificate Holder** on the certificate reflect the legal entity names and addresses of the contracting parties. **These entities must be the same as those identified in the applicable contract.**
2. Please ensure that all limits of insurance, wording in the description of operations and all check boxes on the certificate match the sample provided.
3. **Endorsements can be provided if the required verbiage cannot be added to the description of operations, however they must satisfy the intent of the requirements in the contract and sample certificate. Endorsements provided must have applicable policy numbers referenced.**

Special Provisions required for this agreement:

- a. The certificate holder should always be the contracting party and the address should always be 252 Clayton St. Denver, CO 80206.
- b. If not required by statute to carry Workers Compensation, please provide a statement indicating as such at the time or prior to certificate submission, for Risk Management review.
- c. The CG2417 or equivalent must be identified in the description of operations. Alternatively, the description of operations can read as follows: "The definition of insured contract to include demolition or construction activities within 50 ft. of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing."
- d. Additional insured should apply to all required parties as required by written contract, and with respect to General Liability and Auto Liability on a primary and non contributory basis.
- e. Waiver of subrogation should apply to the certificate holder and all Required Parties as required by written contract.
- f. 30 days notice of cancellation will apply to the certificate holder.

Per company policy, please be advised that contracts will not be signed until all relevant insurance documents have been received and approved by Risk Management.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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).

PRODUCER To be completed by your agent/broker	CONTACT NAME: agent/broker contact	
	PHONE (A/C, No. Ext): XXX-XXX-XXXX	FAX (A/C, No): XXX-XXX-XXXX
INSURED Contracting Party Legal Entity Name (Entity must match entity identified in contract) Mailing Address	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Insurer 1	
	INSURER B: Insurer 2	
	INSURER C: Insurer 3	
INSURER D: Insurer 4		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☒ NON-OWNED AUTOS						\$
C	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 4,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 4,000,000
	☐ DED ☒ RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

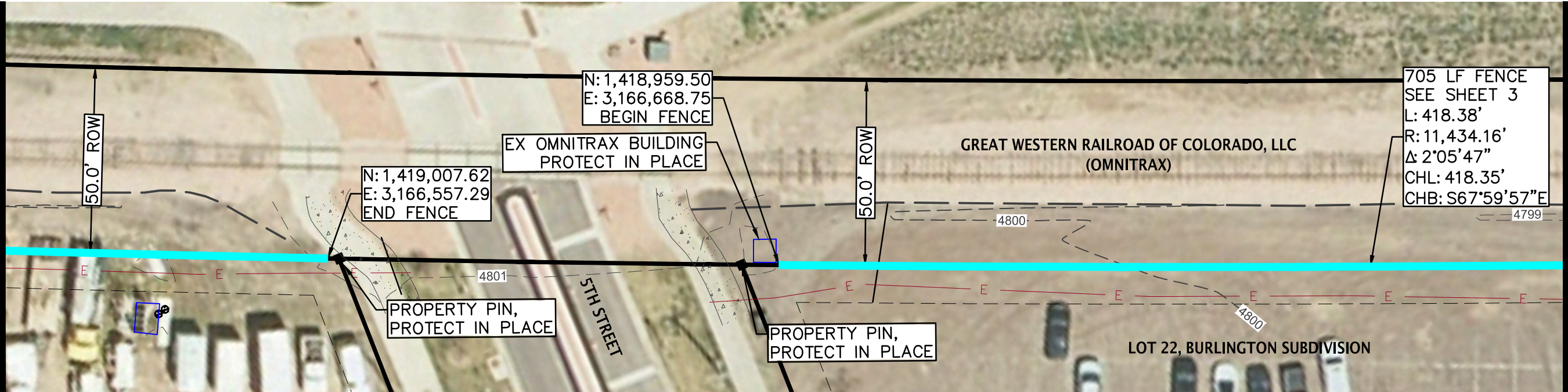
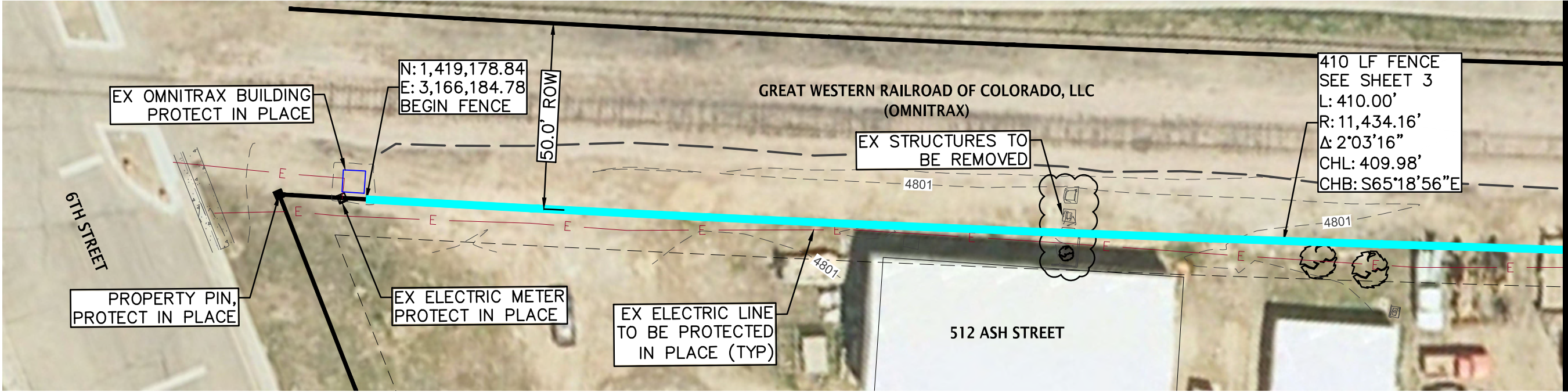
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder, all railroad entities and all required parties are named as an additional insured as required by written contract. Waiver of subrogation applies in favor of certificate holder, all railroad entities and all required parties with respect to all coverage referenced above as required by written contract. The general liability is endorsed with the CG 2417 or equivalent to delete all exclusions from the definition of insured contract for construction or demolition operations on or within 50 feet of a railroad property, bridge, tracks, road-beds, tunnel, underpass or crossing. General Liability and Automobile Liability insurance is primary and not excess over or contributory with any insurance maintained by Certificate Holder or its affiliates. Umbrella is follow form. Certificate holder is provided 30 days notice of cancellation on all coverages evidenced on this certificate.

CERTIFICATE HOLDER

CANCELLATION

Contracting Party Legal Entity Name (Entity must match entity identified in contract) 252 Clayton St., 4th Fl. Denver, CO 80206	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

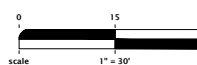
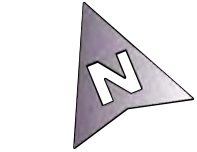


NOTES

1. THE FENCE HAS BEEN PLACED ALONG THE GREAT WESTERN RAILROAD RIGHT-OF-WAY LINE WITH NO OFFSET. THE TOTAL FENCE LENGTH IS 1,115 LF.
2. HORIZONTAL DATUM:
MODIFIED NAD83/2011 COLORADO STATE PLANE COORDINATE SYSTEM NORTH ZONE
SCALE FACTOR 1.000261979 (0.99973809)
3. VERTICAL DATUM:
TOWN OF WINDSOR VERTICAL BENCHMARK WINDSOR
ELEVATION = 4804.60 (NAVD88 VERTICAL DATUM)
4. ACCORDING TO THE WELD COUNTY ASSESSOR THE ADDRESS OF THE PROPERTY IS 512 RAILROAD AVE.
5. THE BUILDING DIMENSIONS SHOWN ON SHEET 4 ARE APPROXIMATE.

LEGEND

- PROPERTY LINE
- EX BUILDING
- EX EASEMENT LINE
- EX CONTOURS
- EX ELECTRIC LINE
- EX STORM DRAIN
- EX EDGE OF GRAVEL
- PROPOSED FENCE



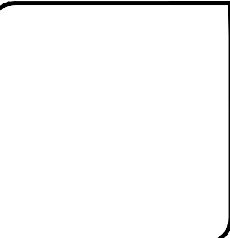
REVISIONS	
DATE	DESCRIPTION

2204 HOFFMAN DRIVE
LOVELAND, COLORADO 80538
(970) 278-0029

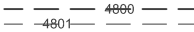
WINDSOR DOWNTOWN DEVELOPMENT
AUTHORITY

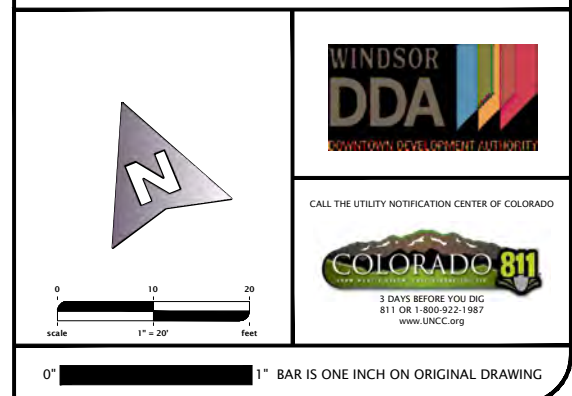
512 ASH STREET AND BURLINGTON SUB
FENCE PLAN

FILE NAME:	0078.0001.00 FENCE PLAN
DESIGNED:	CAK/LJC
CHECKED:	CEM
JOB NO:	0078.0001.00
SCALE:	1"=30'
DATE:	NOVEMBER 17, 2020
SHEET:	2 OF 4



WINDSOR DOWNTOWN DEVELOPMENT
AUTHORITY
512 ASH STREET AND BURLINGTON SUB

- # LEGEND
- | | |
|---|-------------------|
|  | PROPERTY LINE |
|  | EX BUILDING |
|  | EX EASEMENT LINE |
|  | EX CONTOURS |
|  | EX ELECTRIC LINE |
|  | EX STORM DRAIN |
|  | EX EDGE OF GRAVEL |
|  | PROPOSED FENCE |



INTRODUCTION

As requested, Hudspeth & Associates, Inc., (Hudspeth) has developed the following abatement work plan for the property located at 512 Ash Street, Windsor, CO. There are two structures on the site, called Storage and Small Office. No asbestos materials were found in either structure. The top surface of the ground on the site was inspected with reasonable diligence for transite (asbestos cement board or piping). In areas around the building (see attached sketch), transite debris was identified. Soil samples indicate that significant (over .25%) asbestos was not identified in the areas beyond the area shown as contaminated. The reasoning for the contamination is thought to be from select demolition activities many years ago.

A copy of the CDPHE inspection document is included as an attachment to this work plan. The closest occupied structure to the identified area of contamination is approximately 125 feet and the largest cross section that has any traffic is over 300 feet. The storage and office building will be demolished, and an asphaltic parking lot will be constructed over the area once the clean-up process is completed.

This work plan has been prepared for submittal to the Colorado Department of Public Health and Environment (CDPHE) Air Pollution Control Division (Division) as part of a request to perform work which varies from the traditional asbestos abatement requirements regarding the installation of critical barriers (Section III.I.) and containment components (Section III.N.) outlined in Colorado Regulation No. 8, Part B Asbestos. The justification and rationale for this variance request is to devise a work plan which allows for the safe removal of the remaining friable transite debris and soils which may have been contaminated with asbestos fibers. The following report outlines the recommended plan to address the asbestos contamination which has occurred.

This work plan includes procedures and controls associated with the removal of friable asbestos containing transite debris and soil without the construction of an asbestos containment, which are more in-line with procedures used to remove buildings which contain friable asbestos containing materials which have been deemed to be structurally unsound. The construction of a traditional asbestos containment encompassing the work site is not feasible from safety, economic, and engineering standpoints. It is Hudspeth's opinion that the proposed work plan will be protective of human health and the environment. This work plan has been prepared by a CDPHE-Air Quality Control Commission (AQCC) certified Project Designer.

SITE PREPARATION AND PERSONNEL

Regulated Area

In order to maintain control of the site and prohibit entry by unauthorized individuals, access to the work area will be restricted. Figure 1 depicts the regulated work area as determined by the previous location of the subject buildings, information provided concerning the demolition activities which took place, as well as visible evidence of transite debris at the site. The entrance to the road on the east side of the property, as well as the entrances on the west side, will be fenced and gated. This will ensure that no unauthorized individuals are able to get within 260 feet of the Regulated Work Area (RWA).

Upon arrival, the asbestos abatement contractor will regulate the area with perimeter fencing, signage, and wind protection. Wind protection will consist of fencing equipped with wind-breaking mesh material.

Trained Workers

All personnel entering the work area will have the following Colorado State certifications, including the operator, as applicable:

- A current U.S. EPA / Asbestos Hazard Emergency Response Act (AHERA) 32-Hour Worker, 40-hour Contractor / Supervisor, or 24-hour Air Monitoring Specialist accreditation;
- A current EPA / AHERA 8-hour refresher course certification;
- Current Colorado asbestos certification for the appropriate discipline;
- A current annual physical with medical release / respirator usage form and respirator fit test; and
- All required certificates and licenses should be in accordance with the provisions set forth in Colorado Regulation No. 8, Part B.

Decontamination

A remote, three-stage personnel decontamination unit with a negative air machine (NAM) providing air flow from the clean room will be located adjacent to the site. The decontamination unit will have hot and cold running water supplying the shower, with wastewater being collected and transported to an off-site location where the water will be filtered to 5 microns prior to discharge into a sanitary sewer system. Air flow through the decontamination unit will be demonstrated via smoke tubes and documented by the on- site abatement supervisor on a daily basis.

If the 3 stage decontamination trailer cannot be placed adjacent to the work area, then all workers will exit the active work area and enter into a pop-up chamber so that the worker can remove their used suit and clean their hands, face and respirators with disposable towels. Following this activity, the worker will don booties and/or gloves before exiting the RWA and dispose as contaminated waste. If the PPE is not disposable PPE, the worker will decontaminate boots in a boot wash station, remove gloves after exiting the boot wash station, and dispose of gloves as asbestos contaminated waste. Reinstatement from the boot wash station shall be collected, filtrated to less than 5 microns (or applicable local requirements) and discharged to a sanitary sewer or other Department-approved disposal facility, or re-applied to RACS that will be managed under these regulations. The workers will enter into the dirty chamber and remove their suits and booties, shower and change into their street clothes.

If the decontamination trailer can be placed adjacent to the work area, then Hudspeth will follow Regulation 8 decontamination requirements for PPE, personnel, and tools.

Protective Equipment

Workers will be required to wear a minimum of a half-face respirator and protective suits. These suits will be layered over an additional Tyvek Shieldtech 55 suit that will be disposed of as contaminated waste.

Stormwater

Stormwater shall be managed in a manner that minimizes run on and runoff from RACS. Any stormwater that comes into contact with RACS will be filtered down to 5 microns and either disposed of in the sanitary sewer line or as dust suppression for RACS soils.

TRANSPORTATION

Trucks

Open topped trucks will be used on this project for regulated waste removal. They will be loaded inside the Regulated Work Area (RWA), but on clean soil. A heavy-duty tarp consisting of 10-mil polyethylene material will be placed on top of the roadway in the loading area. Following loading, the tarp will be cleaned before each truck leaves the site with water, squeegees and plastic shovels. Any potential contamination to the truck or truck tires will be cleaned using water prior to the truck leaving the site.

The truck bed will be lined with a 4-mil slip liner so that the plastic sealed materials are able to be removed from the truck without damage. Following the installation of the slip sheet, the truck bed will be lined with two layers of 6-mil plastic sheeting. It is anticipated that, once the contaminated soil has been loaded into the truck, the seams will be independently sealed utilizing spray glue and duct tape. In order to reinforce the sealed edges, the sealed plastic seams will be wrapped around a 2" X 4" lumber board. A second 2" X 4" lumber board will then be placed over the wrapped board and secured with screws. The bags will then be wet-wiped and HEPA vacuumed, if necessary. After the waste packaging, loading area and the truck have been inspected by the AMS, the truck will be allowed to leave the loading area for transport to the landfill. Once outside the loading area, the waste load will be covered by a tarp for transport to the landfill. Truck drivers will keep the windows rolled-up and will not exit their vehicle while in the loading area.

It will be the responsibility of the Contractor to direct the schedule of transportation of asbestos waste. After loading and inspection, trucks will be assigned a waste manifest to serve as the shipping document for that particular load.

REMOVAL OF CONTAMINATED SOIL

Work within the regulated area will proceed in a phased approach, with an individual portion of the site being isolated with wind fencing and soil removal work being completed in that section before proceeding to the next. The width of the work section will be sized based on the reach of the excavator so that the removed soil can be loaded directly into the lined trucks for transport to the landfill. Work will begin on the west side of the property and progress to the south, and then to the north. The following process will be followed to remove the transite and contaminated soil:

- Prior to the removal of soil, workers shall walk the area and pick up visible transite debris. When observed, the debris will be wetted with amended water containing Wet-A-Best™ wetting agent prior to being placed in a bag for disposal as asbestos waste.
- Following the removal of visible transite debris, the remaining soil shall be adequately wetted, prior to removal, with amended water containing Wet-A-Best™ wetting agent. Mixing of the amended water containing Wet-A-Best™ wetting agent in the truck as well as any individual mixing of amended water in weed sprayers, etc. will be performed in accordance with the manufacturer's specifications. A certified asbestos worker will apply the amended water with a hose to the excavation site prior to any soil disturbance. The water will be allowed to soak into the soil to a depth greater than the targeted excavation. Also, during soil removal activities, both the point of soil disturbance and the point where the soils are placed into the truck shall be continuously wetted with the amended water solution. The AMS will observe these procedures to evaluate the effectiveness of the wetting process so that no visible emissions are generated.
- Based on observations collected at the site, as well as information provided to Hudspeth

regarding the origin of the transite pieces, it is anticipated that the contamination of the soils at the site is limited to the surface. In order to address the surface contamination which has occurred, and in accordance with Colorado Regulation No. 8 Section III.S.5., removal of soils to a depth of 2 to 6 inches will be performed throughout the entire site. If it is determined through visual observations by the AMS that the extent of the contaminated soil extends beyond the top 2 to 6 inches, then wetting and soil removal activities will continue in 2 to 6 inches increments to a depth of at least 2 inches beyond the last observed contamination.

- All soil will be removed and loaded using heavy equipment. The Contractor will mobilize a hydraulic excavator to the site.
- The equipment operator will use the excavator to remove the contaminated soil from an approximately 30' wide section of the work area. The excavator bucket will have a flat edge to scrape the top 2 to 6 inches of soil from the contaminated areas. The operator will pull the material toward the machine, rotate, and place it directly into the lined truck. A certified asbestos worker will be stationed at the point of loading the waste. This worker will have a hose to apply water as needed. When the truck is full, the liners will be sealed per the work plan outlined above. After the waste is sealed in the truck, the driver will be given a waste manifest and sent to the landfill for disposal. If the ambient temperature does not allow for water application to be performed via the hose, all work will stop until the wetting operations can resume.

WIND MONITORING

Periodic wind speed measurements will be taken during soil removal activities within the work area at least twice per hour by the AMS. This frequency will be increased at the AMS's discretion when it has been determined that wind conditions may be approaching threshold limits. It will be the responsibility of the AMS to take and record all wind speed measurements onto the daily logs. All wind speed measurements will be taken within the work area in a location deemed representative of the area. The following are conditions where work will be shut down and started:

Shutdown Conditions

Soil removal operations should immediately cease when one or more of the following conditions have been met:

- Any wind gust reaches or exceeds 20 miles per hour (mph) as determined by hand-held instruments;
- Sustained wind speeds reach or exceed 12 mph averaged over a 10-minute period;
- Winds produce visible emissions or create movement of dust or debris in or near the work area or loading area; or
- Winds impact any engineering controls and prevents them from functioning as designed.

Startup Conditions

Soil removal operations may resume after all of the following conditions have been met:

- All wind gust readings drop below 20 mph for a period of 20 minutes as determined by hand-held instruments;
- Sustained wind speeds are below 12 mph averaged over a 20-minute period;
- Winds no longer produce visible emissions or create movement of dust or debris in or near the soil removal area; and
- Winds are not impacting the ability of engineering controls to work as designed.

AIR MONITORING

An AQCC-certified Air Monitoring Specialist (AMS) will perform all air monitoring activities at the site to determine the adequacy of engineering and environmental controls employed at the site. The sampling will include monitoring of personnel located within the work area, monitoring of the work area, and monitoring of the clean room located in the remote decontamination unit.

Air monitoring samples will be collected using the procedures outline below, under the discretion of the AMS.

Sampling Media

Air samples will be collected by drawing air through a 25-millimeter mixed cellulose ester filter, 0.8 micron pore size, with an open-faced, long cowl. The flow rate and the volume of the air passed through the filter will be determined based on the Asbestos Hazard Emergency Response Act (AHERA) protocol (40 CFR Part 763 Subpart E, Appendix A). During the collection of each air sample, an attempt will be made to collect the highest volume of air possible based on the capacity of the sampling pumps used and the duration of the work being performed. It is anticipated that, at a minimum, air sample volumes will be collected to meet the limit of quantification and limit of detection of the AHERA method, with a minimum of 560 liters of air being collected for each sample. Each pump will be calibrated before and after the collection of each sample using a calibrated rotameter.

Sample Analysis

Sample analysis will be performed by a microscopist using Transmission Electron Microscopy (TEM) in accordance with the Asbestos Hazard Emergency Response Act protocol (40 CFR Part 763 Subpart E, Appendix A). All air samples will be submitted to a National Institute for Standards and Technology (NIST) NVLAP accredited laboratory.

Air Monitoring

Personnel monitoring, area of disturbance perimeter sampling and decontamination unit sampling shall be performed daily as follows:

- Personal Air Monitoring – Point of operation samples shall be placed on a minimum of two (2) employees or 25% of the abatement crew, whichever is greater, who have the highest probability of exposure to airborne asbestos fiber release.
- Area of Disturbance Perimeter Sampling – Five (5) perimeter samples from the disturbance area; including the four points of the compass and one floating (downwind) sample will be collected. Samples will be placed as close as feasible to the soil removal and loading locations without interference or damage to the sampling equipment occurring. It is anticipated that samples will be moved throughout the day to ensure that the air sample results received are the best assessment of the work practices and engineering controls being used. In the event that a battery-operated sampling pump should fail the pump will be replaced with one that is charged and operating properly. Alternatively, the pump will be replaced with a pump which is powered by electricity from the adjacent storage building or a generator.

- Decontamination Unit Sampling – One (1) TEM air sample will be collected in the clean room of the remote 3-chamber decontamination unit with results being provided on-site before use of the decontamination unit the next day.

Personal and perimeter air samples will be submitted daily for TEM analysis. TEM samples will be analyzed on a rush turnaround, with verbal results prior to the start of work the next day. If asbestos is detected on any of the personal, perimeter, or decontamination unit samples, work will cease, and the Division will be notified immediately. Work practices and engineering controls will be re-evaluated with guidance from the Division.

EQUIPMENT DECONTAMINATION

All equipment which was used in the contaminated area will be cleaned with amended water containing Wet-A-Best™ wetting agent. Once the removal of all visible contamination is complete, a power washer supplied with the wetting agent will be used for final detail cleaning. All water from this operation will be collected in a polyethylene lined water containment area and filtered to 5 microns prior to discharge into a sanitary sewer system. Following the decontamination procedure, the equipment will be inspected by the AMS prior to removal from the regulated work area.

POST-ABATEMENT VERIFICATION

Upon completion of soil removal activities in an individual work section, the remaining soils in that area shall be visually inspected by the AMS. The soil surface shall be adequately dry so that the detection of any remaining asbestos contamination is possible. Once an area has passed post-abatement verification, it may be used by the trucks for access and loading operations.

FINAL REPORT

Upon completion of the soil abatement project, the AMS will prepare a completion report which summarizes the abatement activities which were conducted and the results of the visual inspections and composite soil sampling performed. Included in this report will be a determination that the project was completed in accordance with this plan and that no asbestos was detected in the remaining soils within the work area.



Thank you for allowing Hudspeth to assist you with these environmental services. Please contact us for any clarification of the information presented in this report. We look forward to the opportunity to serve you on future projects.

Sincerely,
Hudspeth & Associates, Inc.

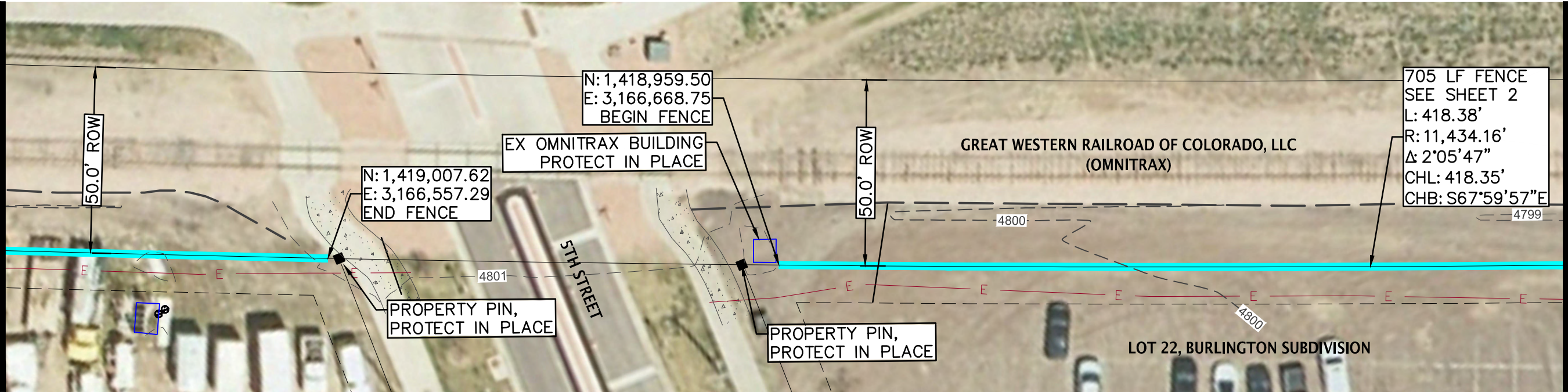
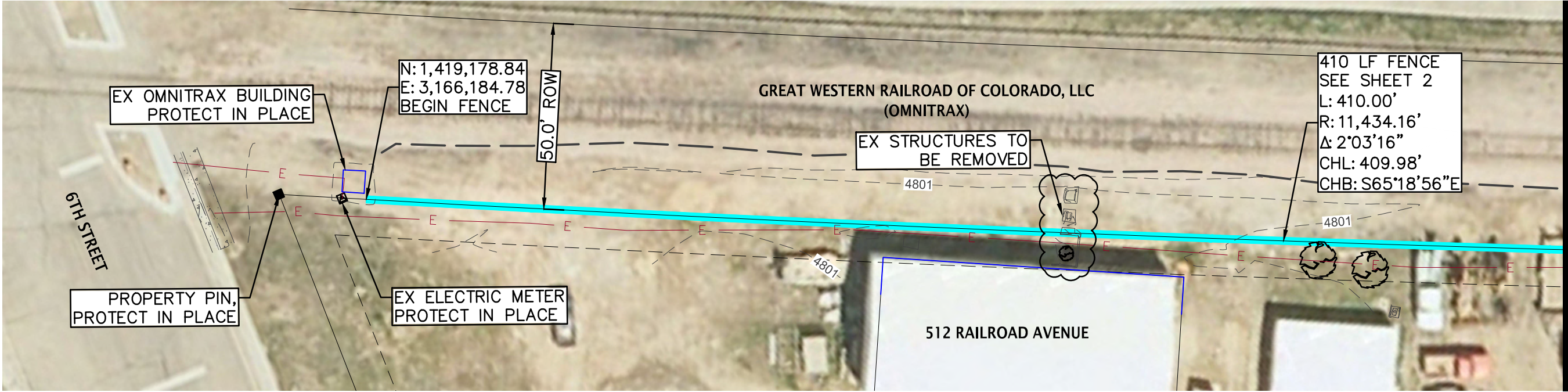
T.D. Fiegel

Tim Fiegel
Project Manager

FIGURE 1

SITE DRAWING





MATCHLINE - SEE LOWER LEFT

MATCHLINE - SEE SHEET 2

REVISIONS		DESCRIPTION	
DATE			

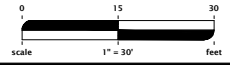


COLORADO
CIVIL GROUP, INC.
ENGINEERING CONSULTANTS

2204 HOFFMAN DRIVE
LOVELAND, COLORADO 80538
(970) 278-0029

WINDSOR DOWNTOWN DEVELOPMENT
AUTHORITY

512 RAILROAD AVE AND BURLINGTON SUB
FENCE PLAN



0" 1" BAR IS ONE INCH ON ORIGINAL DRAWING

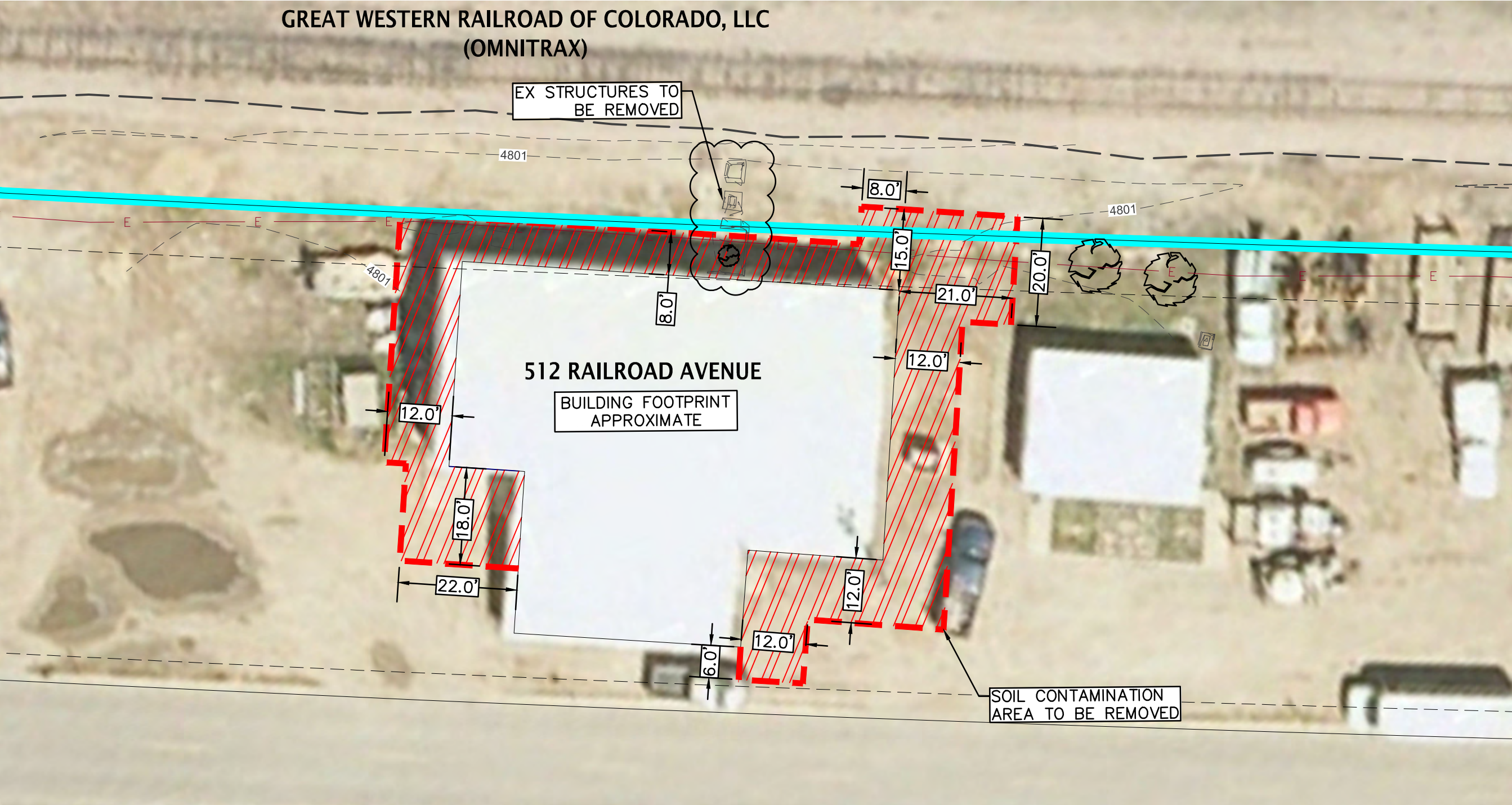


WINDSOR
DDA
DOWNTOWN DEVELOPMENT AUTHORITY

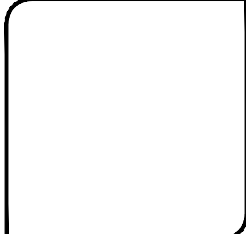


CALL THE UTILITY NOTIFICATION CENTER OF COLORADO
COLORADO 811
3 DAYS BEFORE YOU DIG
811 OR 1-800-922-1987
www.UNCC.org

FILE NAME:	0078.0001.00 FENCE PLAN
DESIGNED:	CAK/LJC
CHECKED:	CEM
JOB NO:	0078.0001.00
SCALE:	1"=30'
DATE:	NOVEMBER 11, 2020
SHEET:	1 OF 3



REVISIONS	DESCRIPTION	DATE



2204 HOFFMAN DRIVE
LOVELAND, COLORADO 80538
(970) 278-0029

WINDSOR DOWNTOWN DEVELOPMENT
AUTHORITY
512 RAILROAD AVE AND BURLINGTON SUB
FENCE PLAN

FILE NAME:	0078.0001.00 FENCE PLAN
DESIGNED:	CAK/LJC
CHECKED:	CEM
JOB NO:	0078.0001.00
SCALE:	1"=20'
DATE:	NOVEMBER 11, 2020
SHEET:	3 OF 3

EXHIBIT B

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

Windsor, Colorado, Downtown Development Authority
Attn: Matt Ashby, Executive Director
301 Walnut Street
Windsor, CO 80550

CONSTRUCTION CONTRACT

Effective Date of the Agreement: _____

Amount: _____

Description *(name and location)*: _____

BOND

Bond Number: _____

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*: _____

Amount: \$ _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

By: _____

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature *(attach power of attorney)*

Print Name

Title

Attest: _____
Signature

Title

EXHIBIT B

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 Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 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 Paragraph 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;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 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 Paragraph 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 Paragraph 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 Owners 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 Paragraph 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:

5.4.1 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

5.4.2 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 Paragraph 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 Paragraph 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 Paragraph 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:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 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 Paragraph 5; and

7.3 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 Paragraph 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.

EXHIBIT B

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 periods of limitations 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 for the Contractor for 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: see attached 15 Percent Rider.

PAYMENT BOND

Title

EXHIBIT B

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 Paragraph 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 Paragraph 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,
 - 5.1.1 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
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).
6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 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 Paragraph 7.1 or 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 Paragraph 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.

EXHIBIT B

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 Paragraph 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 requests 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;
 - 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 of "labor, materials, or equipment" that part of the 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: See attached 15 Percent Rider.
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.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into the day and year set forth below, by and between THE WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic (the "DDA"), and STEPHEN P. DI NARDO (the "Professional").

WITNESSETH:

WHEREAS, pursuant to Colorado Revised Statutes ("C.R.S.") § 31-25-807, the DDA is empowered to make and enter into all contracts which are necessary or incidental to the exercise of its powers and performance of its duties;

WHEREAS, the DDA owns the real property located in the Town of Windsor, Colorado, commonly known as 512 Ash Street (the "Property");

WHEREAS, the Property is contaminated with friable asbestos;

WHEREAS, the DDA intends to abate the asbestos contamination and demolish the structure located on the Property (the "Abatement and Demolition"), and the DDA desires to engage the Professional to provide certain services related to the Abatement and Demolition and the Professional has agreed to perform such services, as fully described hereinafter; and

WHEREAS, the Board of Directors of the DDA, on January 20, 2021, approved this Agreement with the Professional and authorized the expenditure of up to Sixteen Thousand Eight Hundred Dollars and 0/100(\$16,800.00) for the Professional's performance of the Scope of Services hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed the receipt and adequacy of which are hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Contract Period. This Agreement shall commence upon execution and shall continue in full force and effect for one (1) year or until completion of the Abatement and Demolition, whichever occurs first.

2. Scope of Services. The Professional agrees to perform the services described in the Scope of Services, consisting of two (2) pages, attached hereto and incorporated herein by reference as **Exhibit A**.

3. The Work Schedule. The DDA acknowledges that the preplanning activities to plan and coordinate the Demolition and Abatement scope of work were completed by the Professional prior to the execution of this Agreement and that the DDA and the Professional previously agreed to include the cost of those services in this Agreement. The Professional agrees to be available to perform the remaining services described in the Scope of Services on an as-needed basis at any time during the Term, with specific dates of performance to be determined by the DDA Representative ("DDA Representative" being defined and described in Section 7 below),

which dates of performance shall be communicated to the Professional with reasonable advance notice.

4. Compensation. In consideration of the Professional's performance of the Scope of Services, the DDA agrees to pay the Professional on a time and reimbursable direct cost basis in accordance with the rates contained in the Scope of Services, up to a maximum amount of Sixteen Thousand Eight Hundred Dollars and 0/100(\$16,800.00) for both the Professional's time and direct reimbursable costs. Reimbursable costs shall be limited to mileage and tolls for travel directly related to the Professional's performance of the Scope of Services.

5. Payments. Compensation to the Professional for services rendered hereunder shall be paid in two (2) installments, with the amount of each such payment to be based upon invoices submitted to the DDA which set forth the following: (a) the services rendered; (2) if subconsultants are used, the identity of the party rendering each service; (3) the cost of each service rendered by the Professional or subconsultant(s); and (4) direct costs eligible for reimbursement hereunder. The first payment to the Professional shall be for the Professional's performance of services described in the Scope of Services prior to the date of execution of this Agreement, which the Professional shall invoice upon execution of this Agreement. The second payment to the Professional shall be for services rendered through completion of the Abatement and Demolition. The Professional shall include with each such invoice sufficient evidence of direct costs it has incurred for which it seeks reimbursement from the DDA. The Professional's failure to comply with these requirements may, at the DDA's option, suspend processing of payment requests until the Professional's invoice is in compliance with said requirements. The DDA shall be obligated to pay invoices that conform to the requirements contained herein within thirty (30) days of receipt.

6. Use of Subconsultants. All subconsultants that will be performing work hereunder must be approved in writing by the DDA prior to commencing any such work.

7. DDA Representative. The DDA will designate, prior to the commencement of work, its project representative who shall make, within the scope of his authority, all necessary and proper decisions with reference to the project (the "DDA Representative"). All communications concerning this Agreement should be directed to the DDA Representative.

8. Early Termination by the DDA. Notwithstanding the time periods contained herein, the DDA shall have the right to terminate this Agreement at any time without cause by providing written notice of termination to the Professional. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. In the event of any such early termination by the DDA, the Professional shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Professional's obligations under this Agreement. Such payment shall be the Professional's sole right and remedy for such termination.

9. Additional Services, Changes to the Scope of Services. The DDA shall have the right during the term hereof to request changes or additions to the Scope of Services through written change order requests. Once the DDA has delivered notice of such change to the Professional, no work related to the requested change shall proceed until the parties have reached agreement regarding changes in price or scheduling requirements related to the requested change,

and a written change order documenting the agreed-upon terms is prepared and issued by the DDA. No such changes or additions shall be considered approved, binding, or enforceable until the parties hereto have signed such change order form. The hourly rate to be charged for any changed or added services shall be governed by the wage rate schedule agreed upon.

10. Coordination, Quality and Accuracy of Services. The Professional shall be responsible for the coordination of all services between the Professional and its subconsultants. The Professional shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services rendered by the Professional and its subconsultants, which services shall include, by way of example and without limitation, designs, plans, reports, specifications, and drawings and the Professional shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

11. Independent Contractor. The services the Professional will be performing hereunder are those of an independent contractor, and not of an agent or employee of the DDA, nor shall the Professional's employees, agents or subconsultants be considered employees or agents of the DDA. The DDA shall not be responsible for withholding any portion of the Professional's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.

12. Responsibility for Employees and Subconsultants. The Professional shall employ and contract with only those persons or entities that are properly skilled, accredited, certified, and/or licensed, as applicable, to safely and competently perform work of the type and scope which they will be performing. The Professional agrees that it shall be fully responsible for the acts and omissions of its employees and agents and for those of its subconsultants, and any persons either directly or indirectly employed by any subconsultants to the same degree as acts and omissions of persons the Professional directly employs. Nothing contained in this Agreement shall create any contractual relation between any subconsultant and the DDA, except to the extent the DDA is indemnified or insured through requirements upon said subconsultants.

13. Legal Compliance, License and Business Requirements. The Professional shall hold, in the Professional's name, all licenses necessary to perform the Scope of Services, and shall have full authority to do such business in the State of Colorado. The Professional shall at all times during the term hereof have a designated place of business for making and accepting communications with or from the DDA. The Professional warrants to the DDA that it shall exercise the highest degree of competence and care, as determined by accepted standards for work of similar nature, in performing any services or work hereunder, and that such services and work shall be performed in accordance with all applicable laws, rules and regulations.

14. No Assignment. The Professional acknowledges that the DDA enters into this Agreement based upon the unique qualifications and special abilities of the Professional and that this Agreement shall be considered an agreement for personal services. Accordingly, the Professional shall not have the right, power or authority to assign any responsibilities nor delegate any of its duties arising hereunder to any other individual or entity without the prior written consent of the DDA.

15. Acceptance Not Waiver. Approval by the DDA of drawings, designs, plans,

specifications, reports and incidental work or materials furnished hereunder shall in any way relieve the Professional of responsibility for the quality or technical accuracy of such work. The DDA's approval or acceptance of, or payment for, any services performed hereunder shall not be construed to operate as a waiver of any rights or benefits provided hereunder.

16. Limitation on Waiver of Breach, Materiality of Terms. The failure of either party hereto to insist, in any one instance or more, upon the performance of any of the duties, obligations, covenants or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such duties, obligations, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect. Each and every term and condition contained herein shall be deemed to be a material element of this Agreement.

17. Indemnification. The Professional shall indemnify, save and hold harmless the DDA, its officers, directors, employees and agents, from and against any claim, suit, demand, liability, loss, cost, expense or damage, including, attorneys' fees, judgments, or other legal expenses, resulting from or arising out of the Professional's negligent or intentional acts or omissions in performing under this Agreement, or those of its employees or agents.

18. Notice. Except as expressly provided otherwise, any notice required or desired to be given by any party to this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; or sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service or Federal Express for earliest delivery the next day. Any such notice shall be deemed to have been given and received as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit with the United States Postal Service, postage prepaid; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

If to the Professional: Stephen P. Di Nardo
3733 South Ensenada Street
Aurora, CO 80213

If to the DDA: The Windsor Downtown Development Authority
ATTN: Executive Director
301 Walnut Street
Windsor, CO 80550

With a copy to: Liley Law, LLC
ATTN: Joshua Liley
2627 Redwing Road, Suite 342
Fort Collins, CO 80526

Notice of a change of address of a party shall be given in the same manner as all other notices as hereinabove provided.

19. Work Product. The DDA shall own and retain all right, title, and interest in and to

all reports, documents, drawings, specifications, plans, designs, and other information or work product that are produced, created developed, or made by Professional or its subconsultants in connection with the Scope of Services (collectively the “Work Product”), and such Work Product shall be the sole property of the DDA.

20. Deliverables. Upon conclusion of the project and before final payment, the Professional shall provide to the DDA all deliverables described in the Scope of Services.

21. Governing Law, Venue, Severability. The laws of the State of Colorado shall govern the execution, construction, interpretation and enforcement of this Agreement. Should any party hereto institute legal suit or action resulting from, arising out of or in any way connected with this Agreement, it is agreed by the parties hereto that jurisdiction and venue for such suit or action shall be proper and exclusive in the District Court of Weld County, Colorado. If any term or condition contained herein is held to be illegal, invalid or unenforceable, such term or condition shall be fully severable.

22. Attorney Fees. In the event that any litigation is commenced by one party hereto against the party hereto, which litigation results from or arises out of this Agreement, the court shall award to the substantially prevailing party all reasonable costs and expenses, including attorneys’ fees and other legal expenses.

23. Prohibition Against Employing Illegal Aliens. The Professional represents and agrees that it shall comply with all requirements of C.R.S. § 8-17.5-101 et seq. (the “Act”), concerning the prohibition against the employment of illegal aliens, and further represents that it understands and accepts the DDA’s rights and obligations under the Act.

24. Integration, Survival, Modification. This contract, which includes this Agreement together with any exhibits incorporated herein by reference, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, whether written or oral. All conditions, rights, privileges, duties, covenants, warranties and obligations contained herein shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective successors and assigns, and shall remain in full force and effect and shall survive, to the maximum extent allowable by law, the termination or expiration of this Agreement. No subsequent addition to this Agreement, or modification of any term or provision herein contained, shall be valid, binding, or enforceable unless made in writing and signed by the parties hereto.

25. Subject to Annual Appropriation. Any financial obligations of the DDA arising under this Agreement which are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the Town Board of the Town of Windsor, in its discretion, and the Board of Directors of the DDA, in its discretion, as applicable.

26. Interpretation. Sections and headings contained herein are for organizational purposes only and shall not affect the interpretation of this Agreement. The terms and conditions contained in the body of this Agreement shall always supersede and control the terms and conditions contained in any attached and incorporated document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below written.

THE WINDSOR, COLORADO, DOWNTOWN
DEVELOPMENT AUTHORITY, a body corporate
and politic

By: _____
Dan Stauss, Chair

Date: _____

ATTEST:

By: _____
Dean Koehler, Secretary

THE PROFESSIONAL

By: _____
Stephen P. Di Nardo

Date: _____

EXHIBIT A

Stephen P. Di Nardo

Business Consulting
Project Management

3733 South Ensenada Street
Aurora, CO 80213
(303) 955-6016 Office
(303) 478-6203 Cell spdinardo@comcast.net - email

Consulting Agreement

1/14/2021

Dan Stauss
DDA Board Chair
Windsor Downtown Development Authority
301 Walnut Street
Windsor, CO 80550

RE: **Amendment 2.** Consulting and Management Representative Services for the Windsor Downtown Development Authority 512 Ash Street Building & Appurtenance Removal.

Scope of Work:

Consultant Scope: Provide consulting and Management Representative to aid the DDA, and its Prime contractor Hudspeth and Associates for the following:

1. Assist the DDA in amending the Scope of Work to include, the soils remediation per CDPHE requirements and install asphalt parking lot. (additional hours)
2. Assist the DDA to re-bid and/or negotiate value contract for structural demolition, soil remediation, utility disconnection, and asphalt parking lot. (additional hours)
3. Assist the DDA to acquire the Right of Entry permit from Omni TRAX for work inside the 25-foot railroad right of way. (additional hours)
4. Assist the DDA in securing adequate site drawings for asphalt parking lot.
5. Prepare budget for the DDA for the amended scope of work. (additional hours)
6. Assist DDA in securing a 3rd Party Environmental Consult to perform Soils Remediation oversight and final clearance.
7. Assist DDA in preparing scope of work for Hudspeth and Associates for both full and an open air and full containment asbestos abatement.
8. Assist Hudspeth with writing the "Open Air Variance" abatement plan for CDPHE
9. Negotiate contract with Hudspeth and associates.
10. Negotiate on behalf the Windsor a soft settlement termination agreement with NeuMark Construction.
11. Coordinate the Water, Sewer, and Electrical disconnections.
12. Project Management for project.

All correspondence and communication with be directed to Mike Scholl with Ayres Associates inc.

Consulting Fees: Agreed upon fee of SIXTEEN THOUSAND DOLLARS AND zero cents (\$16,000.00) plus any out-of-pocket expenses i.e. mileage/tolls not to exceed EIGHT HUNDRED DOLLARDS (\$800).

The contract price for this agreement have been estimated assuming a project start date around 01/01/21 through 02/01/2021. Additional hours required to adjust schedule past this date due to no fault of the consultant shall be invoiced on an hourly rate of \$125.00 plus any out of pocket expenses.

Any additional work outside or in addition to this scope of work shall invoice on an hourly rate of \$125.00 for hours worked plus any out of pocket expenses i.e. milage and tolls.

Acceptance of Proposal

EXHIBIT A

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January 15, 2021

The above specification, process and condition are acceptable. I hereby authorize all work as specified and to be charged for this work.

Terms: Paid upon invoice.

Authorized Signature:

Name: _____ Date: _____

Signature: _____

Executive Director Report

Date: January 20, 2020
To: Downtown Development Authority Board of Directors
From: Matt Ashby, DDA Executive Director
Re: December-January Report

Meeting Summary:

The following meetings occurred between December 12 – January 15, including:

- Alley Work Session – 12/12
- Backlot – Interested Developer Meeting – 12/15
- December Board of Directors Board Meeting – 12/16
- Inquiry Review Meeting – 12/17
- Windsor DDA Design Meeting – 12/17
- Windsor Economic Development Meeting – 12/18
- Matt/Shane Weekly Meeting – 12/18, 1/7, 1/14
- DDA Weekly Call – 12/18, 1/8, 1/15
- CDOT Grant - Greenhouse Installation – 12/21 and 22
- Elf Hunt Winner Selection, Banner Removal – 12/26
- CDOT Grant – Furniture Delivery + Assembly – 12/28
- CDOT Grant – Furniture Installation, Photos/Video – 1/4
- Greenhouse & Outdoor Meeting w Town – 1/5
- Backlot – RFP Review Board Special Meeting – 1/6
- Windsor Entertainment District Proposal Review – 1/15

Billing Breakdown (As of 1/31/20):

General - \$77,589 = 99% of Budgeted \$78,560 (with 100% of year completed)

*** For the year, \$27,949 worth of general budgeted hours have been spent on emergency response activities. This does not include the time spent working on the various CDOT grants design and procurement. ***

Backlot - \$57,499

Mill - \$2,005

Grants (Various) - \$29,578

Winterization Grant - \$4,178

Wayfinding - \$7,212

Anticipated Workload Jan-Feb:

- 512 Ash Demolition
- Thru Lot, Undergrounding – Value Engineering, Budget Finalization
- 4th Street/Backlot – Interviews, Initial Agreement
- Sidewalk Furniture Grant – Complete Installation

Current Initiatives:

Mill – No Updates.

Backlot –

Backlot Property: Five developer proposals were received and reviewed at a Special Meeting on January 6, 2021. Staff are working on preparing analysis of the proposals and organizing the interviews. Please contact Matt or Mike with any questions you have as we progress.

4th Street: See above.

512 Ash Abatement and Demolition: The scope of work has been approved and we are waiting for the final approval of the demolition permit from CDPHE. Unfortunately, CDPHE did not approve the variance request and we will be required to build a containment to remove the asbestos from the soil, which will increase our cost by around \$30,000.

Given the changes to the project scope, we have notified the original contractor NeuMark that their services will no longer be required. A termination letter is included for review. It makes more sense, and it is more cost efficient to use a General Abatement Contractor to serve in the General Contractor role.

The board will be asked to consider two contracts at the meeting:

1. Hudspeth – As the General Abatement Contractor	\$126,138
2. DiNardo Management Group – DDA's owners rep	\$16,800
3. NeuMark Termination/Payout	<u>\$3,000</u>
TOTAL	\$145,938

Based on prior agreements, the Town agreed to cost share for 50% of the demolition costs. The DDA has sufficient funding to cover their half, \$72,969 with the Town covering the other half.

With approval, we expect work to commence prior to the end of January with a six-week schedule should no additional issues be discovered. Following completion, we expect to receive a full clearance from CDPHE, which will allow for future site development.

Alley Design:

- Staff have received a status update from Ditesco regarding cost estimates for just the undergrounding. We are ready to work with the Town in scheduling the meeting with Xcel to explore greater cost sharing with the undergrounding fund.
- The preliminary design contract is nearly complete. At the December meeting, the Board requested that the contract to complete design to 100% be withdrawn and directed to complete the design only for the Thru-Lot. Staff will be working to schedule a discussion with the Town regarding supplemental funding assistance to confirm what can be achieved in this budget year.

Thru-Lot:

- The quitclaim deed has been sent to the Ehrlich family for consideration.

Parking / Crosswalk / Plantings

The DDA will receive an update on the 7th and Walnut Corridor Plans from Town Staff in January.

Wayfinding Project

Staff have heard through our Main Street network that there is possibly a new grant program being launched later this year which could help in funding wayfinding. We are digging to find out additional information. If correct, this would help us leverage our budgeted funds to complete a greater portion of the project.

Business Engagement

Elf Hunt: Just under 100 people participated in the in-person Elf Hunt and 50 in the Virtual Hunt making this the best year ever for participation. Five \$100 gift cards were awarded.

Streetscape Grant (CDOT #1 - \$50,000):

The initial furniture order was received 12/28. Staff were present to sign off and help with the unloading process and assembly. During the first week of January, Parks Staff completed assembly and delivered the furniture to Windsor Lake Coffee, Toast and Yuzu Asian Café (in time for their grand opening.) Additional elements (bar, trash cans, etc) have been received as of 1/13 and installation is pending. We are currently reviewing the remaining budget and will identify additional furnishing needs to use up the remainder of the funds. Staff are also working to consolidate our reimbursement request from CDOT.

Virtual Shopping (CDOT #2 - \$5,000): –A total of 52 responses to the virtual elf hunt survey were received. All drawing winners have been notified and gift cards have been purchased and sent. Staff are including costs for the elf hunt promotion in the reimbursement request.

Winterization Grant: (CDOT #3 - \$50,000): The first shipment of Greenhouses arrived 12/22. We have been working with the Town to allocate Cares Act Funding to help expand the program to all of Windsor. Working with Stacy Miller, the team anticipates another 10 units will be delivered the week of 1/18. When completed, we will have 25 units total in Windsor with approximately half of them downtown. We also resolved the heating issue and have received approval to use extension cords and electric heaters in these units. Staff highlighted the program on our FB page and are receiving considerable publicity and interest from communities around the state regarding this innovative solution.

Upstate Colorado Grant – The grant agreement was signed and sent to the program administrator. Staff researched the program and identified that 7 other similar DDAs and Chambers were awarded funding. With this information in mind, we executed the agreement. Funds were received the first week of January.

Façade Improvement Program

Staff received two Façade Improvement Program applications. The first is a Small FIP application for 427 Main. The requested funding will go toward the purchase and installation of window display lighting to make the store front brighter and more visible. The front façade was recently refinished with paint which cost the property owner \$350. A request for \$500 will help cover the cost of lighting which totaled \$536.84 and is anticipated to be installed on January 21, 2021. The application and lighting invoice are attached. Staff recommend approval of this request.

The second application is for 419 Main and a separate staff report is attached.

Main Street

Staff submitted the DDA's quarterly report to meet reporting requirements. Additionally, our Mini-Grant has been doubled from \$5,000 per year to \$10,000 per year with our recent step up to Graduate program status.

Main Street is funding the Mill Entertainment Block Feasibility Study. We received one proposal and will be working with Main Street on moving forward with this project.

DDA General:

No Updates.

Action Checklist Review:

New Items –

- MA: Develop additional strategy information for Neighborhood Night Downtown (In Process)
- MA: Research additional event opportunities for Spring. *(To Do.)*
- MA: Requested to send Ayres Invoice to entire board. *(Will begin with January invoice.)*
- MA: Reach out to Michelle and find out alternative date or options regarding Wine Walk. *(In process.)*
- MA: Check on alternative events for February. *(To Do.)*
- MA: Check into insurance on new property. *(In process.)*

Carryover –

- *MA: Review need for Cottage Block neighbor meeting after Sept 1. (To Do.)*
- Identify Grants for Wayfinding Implementation *(In process, request for sources sent, potential new program pending.)*