

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

HELENA HOUSING AUTHORITY
LEAD REMOVAL
HELENA, MT LEWIS AND CLARK COUNTY
PRELIMINARY LOG
OCTOBER 19, 1992 TO AUGUST 14, 1993

PROJECT DOCUMENTATION

DUPLICATE

PRELIMINARY SUBMITTAL
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INTRODUCTION

Asbestos, Inc. provides the owner of the project site with two sets of submittals for their abatement files:

**PRELIMINARY SUBMITTALS
FINAL SUBMITTALS**

If the owner permits photographs of the work sites, they will accompany the final submittals.

Be advised that we recommend that all asbestos abatement documentation be maintained in a safe location for a minimum of thirty years with all other legal documents of the building being abated.

We have inserted a project title page which notes all persons involved with this project. A copy of the necessary license and permits is also enclosed.

We thank you for the opportunity of serving your asbestos abatement needs. If you should have any questions regarding this project or the documentation, please feel free to contact our office at your earliest convenience.

South Dakota
DEPARTMENT OF REVENUE

CONTRACTORS EXCISE TAX LICENSE / SOUTH DAKOTA SALES TAX DIVISION

EXPIRATION DATE NOT APPLICABLE
LICENSE NUMBER 53E-20739-1
ISSUE DATE 12-11-86
BUSINESS CLASS 1799
FILE CODE 1E
NON-TRANSFERABLE

This license entitles the business or person to whom it is issued to trans-act whatever business or activity is specified on this license until it expires or is cancelled.

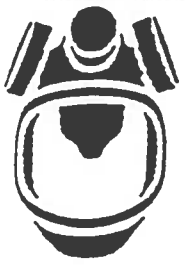
South Dakota
1889-1989

CELEBRATE THE CENTURY

South Dakota
1889-1989

ASBESTOS, INC.
410 N 44TH
PO BOX 1277
RAPID CITY SD 57709-1277

Ronald J. Schreiner
SECRETARY OF REVENUE



SECTION 1



Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.
The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the TWENTY-FIRST day of SEPTEMBER in the year of NINETEEN HUNDRED and NINETY-TWO

BETWEEN the Owner: HELENA HOUSING AUTHORITY
812 ABBEY
HELENA, MT 59601
(Name and address)

and the Contractor: ASBESTOS, INC.
DBA ASBESTOS SPECIALISTS
BOX 4598
HELENA, MT 59604
(Name and address)

The Project is: 1992 LEAD BASED PAINT ABEMENT & MODERNIZATION PHASE II (REVISED), HUD PROGRAM NO. MT 6P004-909Z, PROJECTS 4-1 and 4-2, HELENA, MT.
(Name and location)

The Architect is: CAMBEAU, CRENEN & KARHU, AIA
#1 NO. LAST CHANCE GULCH, SUITE 2
HELENA, MT 59601
(Name and address)

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

**ARTICLE 1
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and other than Modifications, appears in Article 9.

**ARTICLE 2
THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

**ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

WILL BE ESTABLISHED IN A WRITTEN "NOTICE TO PROCEED".

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

THREE HUNDRED (300) CALENDAR DAYS FROM THE DATE ESTABLISHED IN THE

3.2 "NOTICE TO PROCEED"

The Contractor shall achieve substantial completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

THE CONTRACTOR AGREES TO PAY AS LIQUIDATED DAMAGES, THE SUM OF ONE HUNDRED (\$100.00) DOLLARS FOR EACH CONSECUTIVE CALENDAR DAY THEREAFTER, FOR WHICH THE PROJECT REMAINS INCOMPLETE AND UNACCEPTED

BEYOND THE TIME ALLOWED IN THE CONTRACT.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

**ARTICLE 4
CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Dollars (5), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates showing the amount for each and the date until which that amount is valid.)

BASIC BID:	\$138,000
ALT. #1:	199,000
ALT. #2:	116,000
ALT. #3:	33,000
ALT. #4:	30,990
UNIT PRICES:	25,362 (9 at \$2,818/per unit)
TOTAL COST	=====
	\$542,352

4.3 Unit prices, if any, are as follows:

NINE (9) LEAD-BASED PAINT ABATEMENT UNITS @ \$2,818 PER UNIT.

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent.

(10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and if this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

**ARTICLE 6
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(insert rate of interest agreed upon, if any.)

N/A

7.3 Other provisions:
(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

N/A

**ARTICLE 8
TERMINATION OR SUSPENSION**

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

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS**

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
- 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
- 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated Sept. 1992, and are as follows:

Document	Title	Pages
HUD-5370	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION--PUBLIC HOUSING PROGRAM	(1 - 10)
HUD-52554	SUPPLEMENT TO THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION	(12 - 16)
	SPECIAL CONDITIONS	(13)

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

SEE ATTACHMENT

TABLE OF CONTENTS

SCHEDULE OF DRAWINGS

(1) Invitation for Bids
 (3) Instructions to Bidders (Hud Form 5369)
 (5) Supplemental Instructions to Bidders
 (9) Proposal Form
 (11) General Conditions (Hud Form 5370)
 (12) Supplemental General Conditions (Hud Form 52554)
 (13) Special Conditions
 (15) Form of Bid Bond
 (17) Performance Bond
 (19) Labor and Material Payment Bond
 (21) Certificate of Insurance Supplemental
 (22) Certificate of Insurance
 (23) Form of Contract (referenced)
 (24) Supplementary Const. Conditions (HUD Form 5370-A)
 (25) Non-collusive Affidavit
 (26) Previous Participation Certification (Hud Form 2530)
 (28) Wage Rates (Standard Form 308)
 (29) Labor Standards Notice
 (30) Ethnicity Form
 (31) Affidavit on Behalf of Contractor
 (32) Certificate of Release
 (33) Certificate of Completion--Part I
 (34) Certificate of Completion, Part II
 (35) Certificate of Completion, consolidated
 (36) Payroll
 (37) Periodical Estimate for Partial Payment(Hud Form 51001)
 (38) Schedule of Amounts for Contract Payments(Hud Form 51000a)
 (39) Schedule of Change Orders (Hud Form 51002
 (40) Schedule of Materials Stored (Hud Form 51003)
 (41) Certificate from contractor Appointing Officer or Employee to Supervise Payment of Employees (Hud Form 5282)
 (42) Request for Acceptance by contractor (Hud Form 5371)
 (43) Appendix I. Form HUD-50071, Certification for Contracts, Grants, Loans and Cooperative Agreements

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS
 Section 01010, Summary of Work
 Section 01030, Alternates
 Section 01027, Applications for Payment
 Section 01035, Modification Procedures
 Section 01045, Cutting and Patching
 Section 01095, Reference Standards and Definitions
 Section 01200, Project Meetings
 Section 01300, Submittals
 Section 01400, Quality Control Services
 Section 01500, Temporary Facilities
 Section 01631, Product Substitutions
 Section 01700, Project Closeout

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

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	September 3, 1992	2

9.1.5 The Drawings are as follows, and are dated unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
A1	SITE PLAN, 4-1 AND 4-2	8-7-92
A2	FLOOR PLANS, 4-1	"
A3	FLOOR PLANS, 4-2	"
A4	LEAD BASED PAINT ABATEMENT DETAILS	"

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
 (List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, instructions to bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER
 HELENA HOUSING AUTHORITY

 (Signature)
 SHERRON MASSMAN, DIRECTOR

CONTRACTOR
 ASBESTOS, INC.
 DBA ASBESTOS SPECIALISTS

 (Signature)
 ROBERT HORSLEY, PRES.

(Printed name and title)

(Printed name and title)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
ASBESTOS, INC.
DBA ASBESTOS SPECIALISTS
PO Box 4598
Helena, Montana 59604

SURETY (Name and Principal Place of Business):
AMERICAN BONDING COMPANY
6245 E. Broadway Blvd. Ste 600
Tucson, Arizona 85711

OWNER (Name and Address):
HELENA HOUSING AUTHORITY
812 Abbey
Helena, Montana 59601

CONSTRUCTION CONTRACT

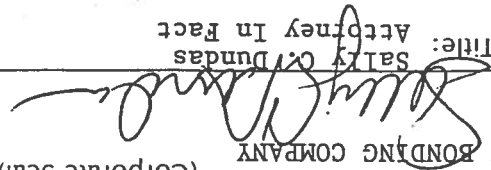
Date: September 21, 1992
Amount: Five Hundred Forty Two and No/100 Dollars (\$542,352.00)
Description (Name and Location): 1992 Lead Based Paint Abatement & Modernization Phase II (Revised)
HUD Program No. MT 6P004-909Z, Projects 4-1 and 4-2
Helena, Montana
Date (Not earlier than Construction Contract Date): September 29, 1992
Amount: Five Hundred Forty Two and No/100 Dollars (\$542,352.00) None See Page 3
Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company:
ASBESTOS, INC. DBA ASBESTOS SPECIALISTS
(Corporate Seal)

Signature: 
Name and Title:

SURETY
Company:
AMERICAN BONDING COMPANY
(Corporate Seal)

Signature: 
Name and Title: SALLY C. DUNDAS
Attorney In Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Flynn Insurance Agency
PO Box 21055
Billings, Montana 59104

OWNERS REPRESENTATIVE (Architect, Engineer or other party):
Campeau, Gremmen & Karhu, AIA
#1 North Last Chance Gulch
Suite 2 Helena, Montana 59601
(406) 442-3930

- 1 The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.
 - 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
 - 4 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:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 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 the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 1 After investigation, determine the amount for
- 1 The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.
 - 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
 - 4 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:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 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 the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 1 After investigation, determine the amount for

- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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 Contractor under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 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 4; and
 - 6.3 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.
- 7 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 or successors.
- 8 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. 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.
- 9 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 Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available shall be the longest period permitted by law.

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



Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

12 DEFINITIONS

11 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

ASBESTOS, INC.
DBA ASBESTOS SPECIALISTS
PO Box 4598
Helena, Montana 59604

OWNER (Name and Address):

HELENA HOUSING AUTHORITY
812 Abbey
Helena, Montana 59601

CONSTRUCTION CONTRACT

Date: September 21, 1992

Amount: Five Hundred Forty Two and No/100 Dollars

Description (Name and location): 1992 Lead Based Paint Abatement &

Modernization Phase II (Revised)

HUD Program No. MT 6P004-909Z, Projects 4-1 and 4-2

Helena, Montana

Date (Not earlier than Construction Contract Date): September 29, 1992

Amount: Five Hundred Forty Two Thousand Three Hundred Fifty Two and No/100 Dollars

Modifications to this Bond: None \$542,352.00

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
ASBESTOS, INC. DBA ASBESTOS SPECIALISTS

Signature:

Name and Title:

Signature:

Name and Title: Sally C. Dundas

Company: (Corporate Seal)
AMERICAN BONDING COMPANY

SURETY

Modifications to this Bond: None \$542,352.00

Amount: Five Hundred Forty Two and No/100 Dollars

Description (Name and location): 1992 Lead Based Paint Abatement &

Modernization Phase II (Revised)

HUD Program No. MT 6P004-909Z, Projects 4-1 and 4-2

Helena, Montana

Date (Not earlier than Construction Contract Date): September 29, 1992

Amount: Five Hundred Forty Two Thousand Three Hundred Fifty Two and No/100 Dollars

CONTRACTOR (Name and Address):

AMERICAN BONDING COMPANY
6245 E. Broadway Blvd.
Ste 600
Tucson, Arizona 85711

SURETY (Name and Principal Place of Business):

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Flyn Insurance Agency

PO Box 21055

Billings, Montana 59104

(406) 248-8763

(406) 442-3930

Helena, Montana 59601

#1 North Last Chance Gulch Suite 2

other party):Campeau, Crennen & Karhu, AIA

OWNER'S REPRESENTATIVE (Architect, Engineer or

(Corporate Seal)

(Any additional signatures appear on page 6)

Name and Title: Sally C. Dundas

Attorney In Fact

Signature:

Company: (Corporate Seal)
AMERICAN BONDING COMPANY

SURETY

Modifications to this Bond: None \$542,352.00

Amount: Five Hundred Forty Two and No/100 Dollars

Description (Name and location): 1992 Lead Based Paint Abatement &

Modernization Phase II (Revised)

HUD Program No. MT 6P004-909Z, Projects 4-1 and 4-2

Helena, Montana

Date (Not earlier than Construction Contract Date): September 29, 1992

Amount: Five Hundred Forty Two and No/100 Dollars

CONTRACTOR (Name and Address):

AMERICAN BONDING COMPANY
6245 E. Broadway Blvd.
Ste 600
Tucson, Arizona 85711

SURETY (Name and Principal Place of Business):

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Payment Bond

AIA Document A312

THE AMERICAN INSTITUTE OF ARCHITECTS



6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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. The intent is that this

1 The Contractor and the 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 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 Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: _____
Signature: _____

(Corporate Seal)

SURETY
Company: _____
Signature: _____

(Corporate Seal)



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

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

AMERICAN BONDING COMPANY

9230078

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That AMERICAN BONDING COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

SALLY C. DUNDAS OF BILLINGS, MONTANA

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

FIVE HUNDRED THOUSAND (\$500,000) DOLLARS

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 15th day of November, 1991.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, AMERICAN BONDING COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 2nd Day of July, 1992.

AMERICAN BONDING COMPANY

By

James M. Boylan, Vice President

[Signature of James M. Boylan]



William R. McKenzie, Assistant Vice President

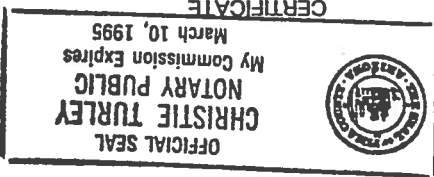
[Signature of William R. McKenzie]

Attest:

STATE OF ARIZONA
COUNTY OF PIMA

ss:

On this 2nd day of July, 1992, before me personally came James M. Boylan, to me known, who being by me duly sworn, did depose and say that he is a Vice President of AMERICAN BONDING COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CHRISTIE TURLEY
NOTARY PUBLIC
My Commission Expires March 10, 1995

[Signature of Christie Turley]

I, the undersigned, an Assistant Secretary of AMERICAN BONDING COMPANY, an Arizona corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the city of Tucson, in the State of Arizona. Dated the 29th day of September, 1992.



Florence E. Robert, Assistant Secretary

[Signature of Florence E. Robert]

CERTIFICATE OF INSURANCE

**PUBLIC HOUSING AGENCY AND INDIAN HOUSING AUTHORITY
LEAD-BASED PAINT ABATEMENT POLLUTION
LIABILITY INSURANCE PROGRAM**

CONTRACTORS AND SUBCONTRACTORS

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies listed below.

Name and Address of Agency
Sedgwick James of North Carolina, Inc.
2100 One First Union Center
301 South College Street
Charlotte, North Carolina 28202-6000
Telephone 704-375-6631

Name and Address of Insured
HELENA HOUSING AUTHORITY
812 ABBEY
HELENA, MT 59601

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

Type of Insurance	Policy Number	Policy Expiration Date	Limit Of Insurance	Lead-Based Paint Abatement	Pollution Liability
	OPH 00323	10-01-93	\$1,000,000. Each Occurrence		

SCOPE OF INSURANCE

It is understood and agreed that the insurance provided by this policy shall apply only to an occurrence arising out of the actual, alleged, or threatened discharge, dispersal, escape, ingestion or presence of lead-based paint during its abatement/removal or testing for the presence of a lead-based paint:

- (i) At or from premises you own, rent or occupy;
- (ii) At or from any site or location used by or for you for the handling, storage, disposal, processing or treatment of lead-based paint waste;
- (iii) Which is at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you are legally responsible; or
- (iv) At or from any site or location on which you or any contractors, subcontractors, or architectural or engineering firms while working directly or indirectly on your behalf are performing operations:
 - (a) If the lead-based paint is brought on or to the site or location in connection with such operation; or
 - (b) If the operations are to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize the lead-based paint.
- (v) "Waste" includes materials to be recycled, reconditioned or reclaimed.

OTHER INSURANCE

"The insurance provided by this policy is null and void if there is any valid and collectible insurance available to an insured."

ADDITIONAL INSURED-CONTRACTORS AND SUBCONTRACTORS

"Who is an Insured" (Section II) is amended to include as an insured the contractor or subcontractor named as a certificate holder but only with respect to lead-based paint abatement/removal operations conducted on behalf of the Public Housing Agency (Authorily) set forth above.

Name and Address of Certificate Holder

Date Issued

ASBESTOS, INC.

BOX 4598

HELENA, MT 59601

SL 0336 (10/90)

Authorized Representative

10-28-92

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



MONTANA CHANGES - CONFORMITY WITH STATUTES

IL 01 67 07 92

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- BUSINESSOWNERS POLICY
- COMMERCIAL AUTO COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- FARM COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A.

The following Condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting states of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the COMMERCIAL AUTO COVERAGE PART, while a covered "auto" is away from Montana:

(1) We will increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being

B.

- used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) We will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
- (3) No one will be entitled to duplicate payments for the same elements of loss.
- Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

GOLD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 11/10/92

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Travelers Insurance Co.	
COMPANY LETTER B American States Insurance	
COMPANY LETTER C Fidelity Environmental	
COMPANY LETTER D Fidelity Environmental	
COMPANY LETTER E Fidelity Environmental	

PRODUCER
Schmid Ins. Agency, Inc.
107 St. Joe St.
P. O. Box 166
Rapid City, SD 57709

INSURED

Asbestos, Inc.
P.O. Box 1277
Rapid City, SD

57709

COVERAGES

THIS IS TO CERTIFY THAT 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.

CO	LT#	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
----	-----	-------------------	---------------	----------------------------------	-----------------------------------	-------------------------

		GENERAL LIABILITY				GENERAL AGGREGATE
		COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OPS AGGREGATE
		CLAIMS MADE				PERSONAL & ADVERTISING INJURY
		OWNERS & CONTRACTORS PROTECTIVE				EACH OCCURRENCE
						FIRE DAMAGE (ANY ONE FIRE)
						MEDICAL EXPENSE (ANY ONE PERSON)

		AUTOMOBILE LIABILITY	CC 097914	08/10/92	08/10/93	COL
		ANY AUTO				\$ 1,000
		ALL OWNED AUTOS				\$
		SCHEDULED AUTOS				\$
		HIREN AUTOS				\$

		EXCESS LIABILITY				EACH OCCURRENCE
		OTHER THAN UMBRELLA FORM				\$

		WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	6UB490K727-9-92	07/24/92	05/30/93	STATUTORY
						\$ 100 (EACH ACCIDENT)
						\$ 500 (DISEASE-POLICY LIMIT)
						\$ 100 (DISEASE EACH EMPLOYEE)

		BUILDERS RISK	01CG212178	10/15/92	10/15/93	105 HOUSES HELENA, MT
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

LEAD BASED PAINT ABATEMENT
ADDITIONAL INSURED: HELENA HOUSING AUTHORITY
PROPERTY COVERAGE LIMIT OF \$50,000, 1300 MARSHALL LANE, HELENA MT

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

HELENA HOUSING AUTHORITY
812 ABBY
HELENA, MT

59661

Helena Housing
Authority

OF

Helena, Montana 59601

812 Abbey St.

Phone 442-7970

RECEIVED OCT 20 1992

3019

DATE Oct. 19, 1992

Asbestos Inc.
Box 4598
Helena, MT. 59604

RE: LBPA & Modernization, Phase II
M-1 and M-2 (REV)

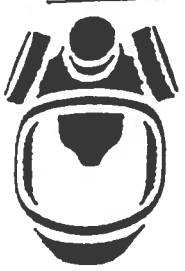
NOTICE TO PROCEED

You have been awarded the Contract for the above referenced project for the sum of Five Hundred Forty Two Thousand, Three-Hundred Fifty Two Dollars and no/100 (\$542,352).

You are hereby notified to proceed with this project on or before Oct. 19, 1992 and have it completed within 300 consecutive calendar days; therefore, your completion date is August 14, 1993, after which time the Contract calls liquidated damages in the sum of One Hundred Dollars (\$100) for each consecutive calendar day the project remains incomplete thereafter.

HELENA HOUSING AUTHORITY

K. J. McCarroll
Executive Director



SECTION 2

ASBESTOS, INC.
 ASBESTOS / LEAD BASE PAINT ABATEMENT

PERSONNEL ROSTER

PROJECT DATA
 Completion Dates Oct 19, 1992 thru Aug 14, 1993
 Project Helena Housing Authority
 Location Helena, MT
 ASBESTOS, INC. DATA
 Branch Helena
 Telephone (406) 449 - 4336

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

SUPERVISOR: Richard Leferink

TECHNICIANS: Clarence D. Cabana

- Dennis Ellis - runner
- Richard Galbraith
- Eddie Gold
- Russell Hauck
- Robert Kirwan
- Lyn Lang
- Robert Kingus
- Kevin Mische] - shop person
- Richard Osborne - painter
- Anthony Page
- Robert Russe]]
- Rudolfo Salcedo
- John Satterwhite
- Timothy Sickets

These employees will be representing Asbestos, Inc. In the event you should have any questions, or comments, please feel free to contact our office at the location specified above.

CERTIFICATE OF SATISFACTORY COMPLETION

Certificate No.: 920929-19

Name: EDDIE GOLD

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

City: Helena State: Montana Zip: 59604

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

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

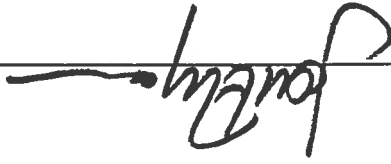
COURSE CONTENT:

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

COURSE SPONSOR:
HELENA HOUSING AUTHORITY, HELENA, MONTANA

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

INSTRUCTOR



CERTIFICATE OF SATISFACTORY COMPLETION

Certificate No.: _____
920929-12

Name: _____
RUSS HAUCK

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

City: _____ Helena _____
State: _____ Montana _____
Zip: _____ 59604 _____

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

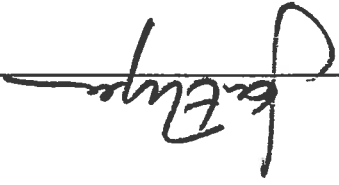
COURSE DATE: _____ September 28-29, 1992 _____
EXAMINATION DATE: _____ N/A _____

COURSE CONTENT:

- Possible routes of exposure to lead.
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- The specific methods of abatement to be used.
- The proper use and maintenance of protective clothing and equipment.
- The correct use of engineering controls and implementation of good work practices.

COURSE SPONSOR:
HELENA HOUSING AUTHORITY, HELENA, MONTANA

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

INSTRUCTOR _____


CERTIFICATE OF SATISFACTORY COMPLETION

Certificate No.: _____
Name: _____
Address: _____
City: _____ Helena _____ State: _____ Montana _____ Zip: _____ 59604

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

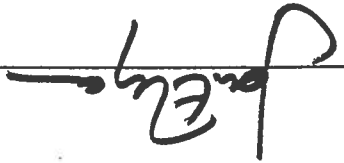
COURSE DATE: _____ September 28-29, 1992 EXAMINATION DATE: _____ N/A

COURSE CONTENT:

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

COURSE SPONSOR:
HELENA HOUSING AUTHORITY, HELENA, MONTANA

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

INSTRUCTOR _____


CERTIFICATE OF SATISFACTORY COMPLETION

Certificate No.: _____
Name: JOHN SATTERWHITE
Address: Asbestos, Inc., P. O. Box 4598
City: Helena State: Montana Zip: 59604

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

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

COURSE CONTENT:

- Possible routes of exposure to lead.
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COURSE SPONSOR:
HELENA HOUSING AUTHORITY, HELENA, MONTANA

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

INSTRUCTOR John Satterwhite

CERTIFICATE OF SATISFACTORY COMPLETION

Certificate No.: _____ 920929-09 _____
Name: _____ RICHARD LEFERINK _____
Address: _____ Asbestos, Inc., P. O. Box 4598 _____
City: _____ Helena _____ State: _____ Montana _____ Zip: _____ 59604 _____

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

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

COURSE CONTENT:

- Possible routes of exposure to lead.
- The known health effects associates with exposure.
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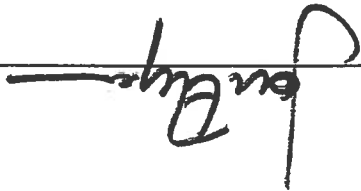
COURSE SPONSOR:

HELENA HOUSING AUTHORITY, HELENA, MONTANA

COURSE PROVIDER:

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

INSTRUCTOR



CERTIFICATE OF SATISFACTORY COMPLETION

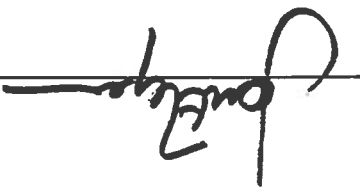
Certificate No.: _____
Name: RICHARD GALBRAITH
Address: Asbestos, Inc., P. O. Box 4598
City: Helena State: Montana Zip: 59604

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

COURSE CONTENT:
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• The importance of good personal hygiene.
• The specific methods of abatement to be used.
• The proper use and maintenance of protective clothing and equipment.
• The correct use of engineering controls and implementation of good work practices.

COURSE SPONSOR:
HELENA HOUSING AUTHORITY, HELENA, MONTANA

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

INSTRUCTOR 

CERTIFICATE OF SATISFACTORY COMPLETION

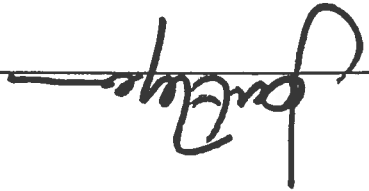
Certificate No.: _____ 920929-07 _____
Name: _____ ~~RODOLFO SALCEDO~~ _____
Address: _____ Asbestos, Inc., P. O. Box 4598 _____
City: _____ Helena _____ State: _____ Montana _____ Zip: _____ 59604 _____

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

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

COURSE SPONSOR: _____ HELENA HOUSING AUTHORITY, HELENA, MONTANA _____

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

INSTRUCTOR _____  _____

CERTIFICATE OF SATISFACTORY COMPLETION

Certificate No.: _____
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Helena Montana 59604

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

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

COURSE CONTENT:

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

COURSE SPONSOR:
HELENA HOUSING AUTHORITY, HELENA, MONTANA

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

INSTRUCTOR _____
J. Bailey

CERTIFICATE OF SATISFACTORY COMPLETION

Certificate No.:

920929-04

Name:

CLARENCE CABANA

Address:

Asbestos, Inc., P. O. Box 4598

City: Helena

State: Montana

Zip: 59604

NAME OF COURSE:

Practices and Procedures in Lead Based Paint Abatement

COURSE DATE: September 28-29, 1992

EXAMINATION DATE: N/A

COURSE CONTENT:

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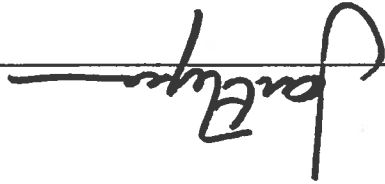
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COURSE PROVIDER:

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BILLINGS, MONTANA 59101

INSTRUCTOR



CERTIFICATE OF SATISFACTORY COMPLETION

Certificate No.:

920929-02

Name:

ROBERT RUSSELL

Address:

Asbestos, Inc., P. O. Box 4598

City: Helena

State: Montana

Zip: 59604

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

COURSE DATE: September 28-29, 1992

EXAMINATION DATE: N/A

COURSE CONTENT:

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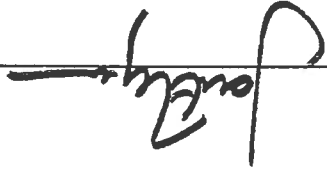
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COURSE PROVIDER:

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600 SOUTH 25TH STREET
BILLINGS, MONTANA 59101

INSTRUCTOR



CERTIFICATE OF SATISFACTORY COMPLETION

Certificate No.:

920929-01

Name:

ANTHONY PAGE

Address:

Asbestos, Inc., P. O. Box 4598

City: Helena

State: Montana

Zip: 59604

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

COURSE DATE: September 28-29, 1992

EXAMINATION DATE: N/A

COURSE CONTENT:

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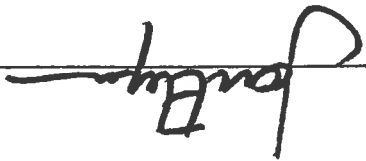
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600 SOUTH 25TH STREET
BILLINGS, MONTANA 59101

INSTRUCTOR



Certificates of

Completion

Robert S. Kirwan

Has completed the Workplace Resources/AIP's Lead Abatement Awareness Course, the exam, and met the requirements of WAC 296-62-07521(12) and OAR 437-2-Z Lead (I) on 25 Nov 92.



Edwin E. Edinger, Manager

25 Nov 92

Date