

AMENDMENT NUMBER #1
TO CONTRACT FOR ASBESTOS CONTAINING MATERIAL ABATEMENT
AT THE LARAMIE MUNICIPAL OPERATIONS CENTER-NORTH CAMPUS

Parties. This Amendment is made and entered into this ___ day of April 2021 by and between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), whose address is 406 Iverson Avenue, Laramie, Wyoming 82070 and Risk Removal, LLC, (hereinafter referred to as “Contractor”), whose address is 5250 Iron Forge Road, Timnath, Colorado 80547.

1. Purpose of Amendment. This Amendment shall constitute Amendment Number 1 to the Agreement between City and Contractor which was duly executed on the 2nd day of March 2021 to provide Asbestos Containing Material (ACM) Abatement at the future Public Works Facility located at 4381 North 3rd Street in Building G. The purpose of this Amendment is to remove and properly dispose of additional ACM found in building G as well as removal of suspected mold in Building A. The amended scope adds *nineteen thousand forty-nine dollars* (\$19,049.00) to the contract; creating a new revised total contract amount not to exceed *forty-one thousand nine hundred forty-four dollars* (\$41,944.00).

3. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment and its attachments, all terms and conditions of the Original Contract and its amendments, shall remain unchanged and in full force and effect.

4. Entirety of Amendment. This Amendment, consisting of five (5) pages, represents the entire and integrated Amendment between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral.

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IN WITNESS WHEREOF, the City of Laramie City Council has caused this amendment to be signed and executed in its behalf by the Mayor, and duly attested by the City Clerk who has signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
Paul Weaver, Mayor and President of the
City Council

Attest: _____
Nancy Bartholomew
City Clerk

CONTRACTOR:

Risk Removal LLC.

By: _____

Witness _____

Abatement Services Proposal



To:	Brooks Webb	From:	David Schulz
Company:	City of Laramie	Date:	4/7/2021
Email:	bwebb@cityoflaramie.org	Pages:	3
Phone:	720-841-2200	Re:	<i>4381 3RD St Bldg. G&A Asbestos & Mold Abatement</i>

Risk Removal has prepared the following Change order proposal for the property located at 4381 3rd Street Building G &A in Laramie. Our understanding of the scope s of work is based on a site visit and survey provide by Kemwest. The scope of work are as follows.

Work Scope and Methods

The additional scope of work is the setup, removal, and proper disposal of additional interior CMU brick wall from the former bathrooms in BLDG G, as wells as the set up and removal of select sheet rock walls in the front lobby area, an office area and one area in the hallway in building A with suspected mold colonies on it. The sheet rock will be removed 4-foot flood cuts as well as the cleaning/disinfecting of suspected mold on the metal studs. The work area will be wet wiped using a biocide product. All accessible surfaces will be HEPA vacuumed and sprayed multiple times using the biocide solution.

Prior to Risk Removal's mobilization, the owner will be responsible for clearing the work area of all furniture, equipment, wall décor, window furnishings and miscellaneous content items. Light fixtures, vent covers, and other items mounted to the ceilings will be detached, cleaned, and set aside for the owner. The non-salvageable fixtures will be detached and discarded in the waste stream.

Risk Removal performs all abatement in accordance with applicable federal and state regulations. In completing this scope, Risk Removal will perform the abatement work within a full containment that will be constructed using 6-mil polyethylene sheeting. The removal will occur under negative air pressure utilizing critical barriers, wet methods, hand removal, and applicable personal protection. All waste material will be properly containerized, labeled and disposed at an EPA-approved site.

Project Costs

The price for the abatement is: \$ 19,049.00.

and includes the inspection, planning and project design, abatement labor, material, equipment, tools, \$2,000,000.00 general liability, and pollution insurance, permitting with the Department of Environment Quality (DEQ), OSHA air monitoring, hiring an independent hygienist to perform final air clearances, and waste disposal at an EPA-approved site.

Project Timing

The amount of ACM to be removed requires a permit with (DEQ). The permit requires a 10-day working days from the time of permit application to the start of work on the project. Risk Removal is prepared to promptly submit the permit application and set a mobilization date upon receipt of a notice to proceed.

Clarifications

The owner will be responsible for providing adequate power and water needed to perform the abatement. The owner will also provide and maintain adequate heat to prevent pipes from freezing.

Risk Removal reserves the right to a change order if the Colorado Department of Public Health and Environment (CDPH&E), asbestos building inspector, or assigned consulting firm makes any significant and unforeseen changes to the work scope before or during the abatement mobilization.

Replacement materials are not within Risk Removal's project scope.

Risk Removal's base scope of work is limited to removal of asbestos containing material as described above. Removal of other types of asbestos materials or hazardous materials from other areas not described may require a change order.

Risk Removal will need to attach poly sheeting on walls to build an effective containment. While every effort will be made to minimize paint damage when taking down the containment, it is not unusual for small patches of paint or finish damage to occur. Risk Removal has not made provision for spot, touch-up painting, if necessary, in its base scope proposal.

Risk Removal employs only experienced, certified employees. Risk Removal completes all abatement work using state-of-the art practices and in full compliance with EPA, OSHA, and State requirements.

Thank you for considering Risk Removal for this project. If you have question, please feel free to call me at Cell number 303-917-1765.

Approved and accepted by*:

RISK REMOVAL

Company

David Schulz

Signature

David Schulz
Estimator/Project Manager

Name

Date

*** Acceptance of Proposal:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. Risk Removal, LLC is authorized to do the work as specified. It is agreed that all payments will be made as of the due date and terms indicated on the Risk Removal, LLC invoice. Signature above accepts and agrees to the proposal / quotation amount and stipulations; the terms; acknowledgement you are authorized to approve this work / payment of project related invoicing; payment will be made as stipulated above by you, regardless of the reimbursement of costs of services and fees from insurance companies, responsible parties or other related individuals or organizations.

Payment:

Buyer shall pay Risk Removal, LLC for all products and services within 30 days from the invoice date, without set-off. Risk Removal, LLC is entitled to a late payment charge of 1.5% per month for any late payments.

Confidentiality:

Buyer and Risk Removal, LLC may provide each other with confidential information in connection with this contract. Prices for products and services shall be considered Risk Removal, LL's confidential information. Such information may be used in connection with this contract and may not be disclosed to a competitor of Risk removal, LLC.

Indemnity:

Each buyer and Risk Removal, LLC shall indemnify each other against 3rd party claims on account of damage to 3rd party's personal property and/or personal injury.

Force Majeure:

Buyer and Risk Removal, LLC shall be excused from performance and shall not be held liable in the case of a Force Majeure event, including but not limited to an act of God (such as fire, explosion, earthquake, drought, floods), armed conflicts, labor disputes, acts of terrorism or other cause beyond reasonable control. If such an event takes place Risk removal shall be entitled to an equivalent extension of time to complete the work and in the case where the event is due the Buyer or Buyer's suppliers Risk Removal, LLC shall be entitled to an equitable price adjustment.

Termination and Suspension:

Buyer may terminate this contract in the event Risk Removal commits a material breach of the contract which does not otherwise have a contractual remedy by providing in writing to Risk Removal conditions of the contractual breach and intention to terminate. If the buyer terminates the contract under a material breach by Risk Removal, LLC the buyer shall reimburse Risk Removal, LLC an amount equivalent to the amount of work completed before notification of termination and any reasonable fees associated with preparing to complete the scope of work that have already been incurred. If the contract is terminated for any other reason than Risk Removal committing a material breach of the contract, they Buyer shall pay Risk Removal the full price of the contract, unless other accommodations have been agreed to between the two parties.

Changes:

Changes to the schedule and or scope of work may be proposed by either party at any time. Risk Removal is not obligated to proceed until both parties have agreed in writing to the change.

Limitations of Liability

The total liability of Risk removal, LLC for all claims arising from this contract is limited to the contract price. Risk Removal shall not be liable for any business downtime, loss of use, cost of capital, or other operating costs.