



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	June 6, 2023

### **ITEM**

Approval of Contract – Asbestos Abatement and Demolition Project – 102 D Street and 233 E. 1<sup>st</sup> Street

### **BACKGROUND**

On April 21, 2023, the City of Salida released an Invitation to Bid (ITB) for the Asbestos Abatement and Demolition Project at 102 D Street and 233 E. 1<sup>st</sup> Street. The City acquired the properties, which included dilapidated and uninhabitable structures, in July of 2022. The City received word of an Innovated Housing Opportunities Initiative (IHOI) grant opportunity, and was awarded \$600,000 in IHOI for predevelopment work. On May 16, 2023, the City entered into an agreement with ArtSpace, Inc, a non-profit entity, to complete the predevelopment design work. In order for ArtSpace to commence on their work, the structures at 102 D Street and 233 E. 1<sup>st</sup> Street must be removed from the property.

On May 25, 2023, the City opened bids for the ITB at City Hall. The City received the following 3 bids that met the specifications as set out in the ITB:

Company	Location	Amount
JKS Industries, LLC	Greenwood Village, CO	\$341,364.58
Rockies Environmental and Demolition Services	Denver, CO	\$1,001,396.55
Cooley & Sons Excavating	Mosca, CO	\$430,408.00

The City also received an additional bid that did not meet the specifications of the ITB as it did not include the asbestos removal.

### **FISCAL NOTE**

The lowest competitive bid that met all of the specifications in the Invitation to Bid is from JKS Industries at \$341,364.58. This amount will be covered by the use of IHOI grant funds as well as remaining ARPA funds to be used for affordable and workforce housing purposes. However, the City only budgeted \$250,000 for the demolition project, and the cost overages will need to be addressed by a budget amendment at a future date.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council award a contract to JKS Industries, LLC for the Asbestos Abatement and Demolition Project at 102 D Street and 233 E. 1<sup>st</sup> Street in the amount of \$341,364.58.

### **SUGGESTED MOTION**

A City Councilperson should state, "I move to combine and approve the Consent Agenda", followed by a second and a roll call vote.



## Asbestos Abatement and Demolition Project

Date: May 25, 2023

Time of Opening: 12:00 PM

### RESULTS OF BID OPENING

#### BIDDER

#### BID AMOUNT

JKS Industries	\$341,364.58
Rockies Enviro. + Demo.	
Services	\$1,001,396.55
Cooley + Sons Excavating	\$430,408.00

Drew Nelson  
Witness

05/25/2023  
Date

HEATHER WRIGHT  
Witness

05/25/2023  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## BID FORM

### ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: City of Salida
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
Addendum No. 1	May 5, 2023
Addendum No. 2	May 18, 2023
Addendum No. 3	May 22, 2023

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of

the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit price(s) in "Exhibit A": ***Note: Bidder to fill out Bid Tabs labeled "Bid Form Schedule A". Attached to back of Bid Form & Sign each.***

City reserves the right to award to low bidder for Schedule A and Bid Tabs.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- 5.02 Fully responsive bids must include Bid Form Schedule A and Bid Form Schedule B filled out in their entirety.

## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Evidence of Bidder is registered with the Colorado Secretary of State in good standing;
  - G. Required Bidder Qualification Statement with supporting data; and
  - H. Project Schedule for Schedule A and Schedule B.

## ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

JKS Industries, LLC

By:

*[Signature]*



*[Printed name]*

Albert C. Gonzales

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

Kevin Rabold

Title:

Estimator

Submittal Date:

May 25, 2023

Address for giving notices:

5200 DTC Parkway, Suite 100

Greenwood Village, CO 80111

Telephone Number:

(303) 238-0207

Fax Number:

(303) 238-0452

Contact Name and e-mail address:

Kevin Rabold

krabold@jksindustries.net

Bidder's License No.:

*(where applicable)*

**NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.

## BID FORM SCHEDULE A

### ARTICLE 1 – BASIS OF BID

1.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

#### **Bid Item # 1 – Mobilization/Demobilization**

Lump Sum Price: Twenty-Nine Thousand-Six Hundred-Seventy-Five Dollars  
(Written) (\$ 29,675.00 )  
(Total Price)

#### **Bid Item # 2 – Bonds**

Lump Sum Price: Ten Thousand Dollars  
(Written) (\$ 10,000.00 )  
(Total Price)

#### **Bid Item # 3 – Asbestos Remediation, Removal, and Disposal**

Lump Sum Price: Eighty Thousand Dollars  
(Written) (\$ 80,000.00 )  
(Total Price)

#### **Bid Item # 4 – Disconnect and Removal of Existing Utilities**

Lump Sum Price: Eighteen Thousand-Six Hundred-Sixty-Two Dollars and 50 Cents  
(Written) (\$ 18,662.50 )  
(Total Price)

#### **Bid Item # 5 – Temporary Site Fencing (estimated ~600 linear feet)**

Unit Price: Nine Thousand-Five Hundred Dollars  
(Written) (\$ 9,500.00 )  
(Total Price)

#### **Bid Item # 6 – Building Demolition**

Lump Sum Price: Twenty-Eight Thousand-Seven Hundred-Eight Dollars and 33 Cents  
(Written) (\$ 28,708.33 )  
(Total Price)

#### **Bid Item # 7 – Removal/Trucking/Disposal of All Demolished Materials**

Lump Sum Price: Eighty-Six Thousand-Four Hundred-Forty-Three Dollars and 75 Cents  
(Written) (\$ 86,443.75 )  
(Total Price)

**Bid Item # 8 – Backfill, Compaction, and Site Stabilization (CDOT Class I/II for subgrade backfill and surface with washed ¾" rock)**

Lump Sum Price: Fifty-Two Thousand-Six Hundred-Twenty-Five Dollars  
(Written) (\$ 52,625.00 )  
(Total Price)

**Bid Item # 9 – Erosion Control**

Lump Sum Price: Nineteen Thousand-One Hundred-Twenty-Five Dollars  
(Written) (\$ 19,125.00 )  
(Total Price)

**Bid Item # 10 – General surfaces restoration**

Lump Sum Price: Six Thousand-Six Hundred-Twenty-Five Dollars  
(Written) (\$ 6,625.00 )  
(Total Price)

**Total of All Bid Items**

Three Hundred-Forty-One Thousand-Three Hundred-Sixty-Four Dollars and 58 Cents  
(Written)

\$341,364.58  
(Numerals)


All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.



## PROPOSED CONTRACTOR FIELD STAFF

The following information is submitted giving the names of the key personnel proposed by the Contractor for use on this project. Also provide qualifications and resume for each person along with the number of years with Contractor's organization.

<u>Name</u>	<u>Position</u>
<u>David Ramsdale</u>	Principal-in-Charge
<u>Ruben Domingo</u>	Project Manager
<u>Carlos Luch</u>	Project Superintendent
<u>Saul Santa Cruz</u>	Project Foreman

By: 

Name: Albert C. Gonzales

Title: CEO

Date: May 25, 2023

END OF SECTION

## **JKS Team Resumes**

### **David Ramsdale**

#### **LICENSES**

- Specialty D, Class A & B
- E-Rail Safe Certificate and Hazwoper Trained

#### **AWARDS**

- DIA/DEN Concourse Expansion Program - Concourse B East Project
- PMT Construction Manager-Quarterly Safety/Quality Award
- Numerous Trade Publications (High Profile Projects)

#### **EXPERIENCE SUMMARY**

Mr. Ramsdale has over 25 years of experience planning, managing, and supervising demolition, deconstruction, mitigation, excavation and site work. Reducing demolition debris and specializing in project management. His experience includes but is not limited to: Road and bridge demolition for CDOT, WYDOT, UDOT & NDOR, as well as, Residential, Commercial and Municipalities. In addition to demolition, mitigation and remediation of former decommissioned military installations.

Mr. Ramsdale is currently the Executive Vice President of JKS Industries, LLC and has been associated with JKS since 2018.

#### **NOTABLE PROJECTS**

Molson Coors G-150 Project, Colorado Dept. of Transportation (CDOT) Ilex to City Center, SolarTac Acceleration Facility Amonix Demolition, DIA/DEN Concourses A, B, & C, NE Dept. of Roads (NDOR) Koss Const. Sidney Interchange, CDOT/SEMA Construction Interstate 25 Fillmore Bridge - Award, EnviroFinance Group-Brownfield Partners/Alexco Resources Asarco Globe Smelter, CDOT/Jalisco International Alameda over Interstate 25, Fuehrer/Rocky Mountain Recycling Titan 1 Ellsworth AFB 850-C-1,2,3, Sparboe Farms Demolition, CDOT/Structures Inc. 80th Avenue over US 36, A.G. Spanos Companies Catania Building 1 & 2 Demolition , WYDOT/Reiman Corp. I-80 Green River Bridge Replacement, CDOT/Interstate Highway Construction I-25 Reconstruction, CDOT/CH2M Hill-SEMA Construction J.V. COSMIX Project Colorado Springs, WYDOT/SEMA Construction Cheyenne Marginal, City of Colorado Springs Cimarron St over UPRR, Denver Water/Garney Construction Capitol Hill Recycled Water Tank, CDOT/Jalisco International 144th Avenue @ I-25 Interchange, CDOT/AMES Construction I 270 Quebec Street Interchange, CDOT/SEMA

Construction I-225 Illiff Bridges, CDOT/Hamon Infrastructure Castle Pines Bridge over Interstate 25, CDOT/Edward Kraemer & Sons US 6 Clear Creek Canyon - Award, CDOT/Centric Jones

## **Ruben Domingo**

### REGISTRATIONS/CERTIFICATIONS

- 40-Hour AHERA Supervisor Course
- 40-Hour HAZWOPER
- 8-Hour HAZMAT
- First Aid/CPR
- 30-OSHA Construction Safety and Health
- RAD Tech II
- Hazardous Waste Operations Course
- Worker Level 2 Beryllium
- State of Colorado Asbestos Supervisor License
- State of Colorado Project Designer
- Lead Awareness
- Fork Lift Class VII

### EXPERIENCE SUMMARY

Mr. Domingo has over 20 years of experience supervising and managing large and small scale asbestos, lead and mold abatement projects. Mr. Domingo oversees the safety and productivity of the environmental remediation division and conducts safety meetings with the crews on a regular basis. Mr. Domingo understands the importance of reviewing the technical specifications and drawings to develop cost effective estimates and an efficient strategy to execute the projects. In addition, he communicates those strategies to the field supervisors working on the sites. This flow of communication allows JKS Industries to complete each project on time, within budget and without any safety or regulatory violations

Mr. Domingo has been associated with JKS Industries, LLC since

### 2012. NOTABLE PROJECTS

City and County of Denver Environmental on call Abatement Contract, USAFA Vandenberg Hall, United States Army Fort Carson Army Base, United States Air Force F.E Warren Missile Storage Base, Boulder Valley School District, Denver Public Schools, CDOT Asbestos on Call Services, Federal Center, IBM, Conoco Phillips, DEN, St Varian School District, Jefferson County School District, Rocky Flats DOE, MC Murdo Base Antarctica, USAP, Manor Vail, Vail, CO, Libby Montana "Superfund" EPA, USAFA "CCLD" Renovation, Suncor Refinery.

## **Saul Santacruz**

### **SKILLS**

- 100,000 + hours operating heavy construction equipment
- Civil Utilities
- Earthwork
- Heavy Demolition
- Supervisory and Foreman

### **EXPERIENCE SUMMARY**

30 + years of experience in demolition projects, civil utilities and earthwork. Operated over 100,000 hours in heavy construction equipment. Oversees all field operations including but not limited to road and bridge projects, building demolitions, civil utility division and earthwork operations. Experience as the foreman and lead operator for a primary pipe crew. Headed a water and sewer division and installed new serviced for municipalities and CDOT.

Mr. Santacruz has been associated with JKS Industries since 2018.

## **Carlos Luch**

### **REGISTRATIONS/CERTIFICATIONS**

- 40-Hour AHERA Supervisor Course
- 8-Hour AHERA Supervisor Refresher
- 40-Hour HAZWOPER
- 8-Hour HAZMAT
- First Aid / CPR
- Hazardous Waste Operations Course
- State of Colorado Asbestos Supervisor License
- Lead Awareness

### **EXPERIENCE SUMMARY**

Mr. Luch has 28 years of experience supervising large and small asbestos, lead and mold projects. Mr. Luch oversees the safety and productivity of asbestos and other hazardous material removal on each project. This includes the remediation of asbestos, lead and mold. He conducts safety meetings with his crews daily, documents all daily logs, sign-in and sign-out sheets and all workers hours. Mr. Luch works with the PM to understand all technical specifications and drawings to develop an efficient strategy to execute the projects. In addition, he communicates those strategies to the laborers working on the site. This flow of communication allows JKS Industries to complete each project on time, within budget and without any safety or regulatory violations

Mr. Luch has been associated with JKS Industries, LLC since 2012.

## NOTABLE PROJECTS

City and County of Denver Environmental on call Abatement Contract, USAFA  
Vandenberg Hall, United States Army Fort Carson Army Base, United States Air Force  
F.E Warren Missile Storage Base, Boulder Valley School District, Denver Public  
Schools, CDOT Asbestos on Call Services, Federal Center, IBM, Conoco Phillips, DEN,  
St Varian School District, Jefferson County School District, Rocky Flats DOE, Suncor  
Refinery, Byron G. Rogers Building Federal Building, Custom House Federal Building.

## SUBCONTRACTOR LISTING

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. All specialty contractors noted and all work to be subcontracted over \$10,000 shall be listed.

[illegible]

Albert C. Lyal  
Signature

END OF SECTION

## BID BOND

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

BIDDER (Name and Address):

JKS INDUSTRIES, LLC  
 5200 DTC Parkway, Suite 200  
 Greenwood Village, Colorado 80111

SURETY (Name, and Address of Principal Place of Business):

AMERICAN ALTERNATIVE INSURANCE CORPORATION  
 555 College Road East, P.O. Box 5241  
 Princeton, New Jersey 08543

OWNER (Name and Address):

City of Salida, The Touber Building  
 448 E. First Street, STE 112  
 Salida, CO 81201

BID

Bid Due Date: May 25, 2023

Description (Project Name— Include Location): **City of Salida Asbestos Abatement and Demolition Project**

BOND

Bond Number: N/A

Date: May 25, 2023

Penal sum Five Percent (5%) of the Total Amount of the Bid \$ \_\_\_\_\_  
 (Words) (Figures)

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

BIDDERSURETY

JKS INDUSTRIES, LLC (Seal)

Bidder's Name and Corporate Seal

By: Albert C. Gonzalez

Signature

ALBERT C. GONZALEZ

Print Name

CEO

Title

Witness:

Attest: Susan D. Johnson

Signature

Manager

Title

AMERICAN ALTERNATIVE INSURANCE CORPORATION (Seal)

Surety's Name and Corporate Seal

By: Kim Payton

Signature (Attach Power of Attorney)

Kim Payton

Print Name

Attorney-in-Fact

Title

Witness:

Attest: Wes Butorac

Signature

Wes Butorac, Littleton, Colorado

Title

\*Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

**CERTIFIED COPY****POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

**Douglas J. Rothey; Cynthia M. Burnett; Kim Payton; Wesley J. Butorac; and Zach Rothey**

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**.

Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24<sup>th</sup> day of September, 2021.



By:

*Michael G. Kerner*  
**Michael G. Kerner**  
 President

Attest:

*Ignacio Rivera*  
 Sep 24 2021 16:06 EDT  
**Ignacio Rivera**  
 Deputy General Counsel & Secretary

**STATE OF NEW JERSEY, COUNTY OF SOMERSET**

The foregoing instrument was acknowledged before me by means of online notarization this 24<sup>th</sup> day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



*Jillian Sanfilippo*  
 Jillian Sanfilippo, Notary Public  
 State of New Jersey  
 My Commission Expires February 8, 2026

**SECRETARY'S CERTIFICATE**

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 25th day of May, 20 23.



**AMERICAN ALTERNATIVE INSURANCE CORPORATION**

*Ignacio Rivera*  
 Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera  
 Deputy General Counsel & Secretary

**TRS-1001-1**



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

1. SUBMITTED BY:

Official Name of Firm:

JKS Industries, LLC

Address:

5200 DTC Parkway, Suite 100

Greenwood Village, CO 80111

2. SUBMITTED FOR:

Owner:

City of Salida

Project Name:

Asbestos Abatement and Demolition Project

102 D Street and 233 E. 1st Street

TYPE OF WORK:

Abatement and Demolition

3. CONTRACTOR'S CONTACT INFORMATION:

Contact Person:

Kevin Rabold

Title:

Estimator

Phone:

(720) 355-5191

Email:

krabold@jksindustries.net

4. AFFILIATED COMPANIES:

Name:

N/A

Address:

5. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all comparable and municipal projects completed within the last 3 Years (If Joint Venture list each participant's projects separately).

Provide a minimum 3 municipal references in which like work has been performed during the past 3 years. Describe work activities.

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

6. SAFETY PROGRAM

Name of Contractor's Safety Officer: Raymond Robitschek

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total

amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

7. SUBCONTRACTOR LISTING:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid)

N/A

8. MATERIAL SUPPLIERS:

9. EQUIPMENT:

MAJOR EQUIPMENT: List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JKS Industries, LLC

NAME OF ORGANIZATION

BY

CEO

TITLE

May 25, 2023

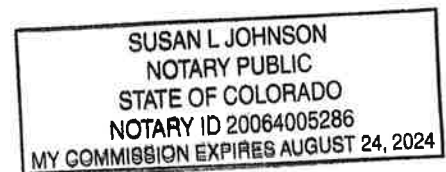
DATE

NOTARY ATTEST: Susan L. Johnson

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 25<sup>th</sup> DAY OF May, 2023

NOTARY PUBLIC - STATE OF Colorado

MY COMMISSION EXPIRES: August 24, 2024



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Resumes of officers/key individuals (including Safety Officer) of firm named in Section 1.
5. Required safety program.
6. Additional items as pertinent.

**SCHEDULE A**

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
<b>City and County of Denver - Congress Park</b>	Name: Steve Gonzales Address: steve.gonzales@denvergov.org Telephone: (720) 913-5082	Name: Company: Telephone:	3-10-2023	Abatement and Demolition	In progress	\$265,000
<b>Caterpillar</b>	Name: Turner Construction Address: 4201 Zuni St. Suite 301 Denver, CO 80216 Telephone: (303) 753-9600	Name: Company: Telephone:	12-21-2022	Asbestos Abatement and Remediation	In progress	\$675,000
<b>Artspace</b>	Name: Turner Construction Address: 4201 Zuni St. Suite 301 Denver, CO 80216 Telephone: (303) 753-9600	Name: Company: Telephone:	4-17-2023	Abatement and Demolition	In progress	\$138,000
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

**City of Salida  
Abatement and Demolition  
102 D Street and 233 E. 1<sup>st</sup> Street  
JKS Industries, LLC – Schedule B**

Customer: Molson Coors  
Contact Name: Ty Vess  
Phone: (720) 363-0968  
Email: [ty.vess@molsoncoors.com](mailto:ty.vess@molsoncoors.com)

In 2020, JKS Industries, LLC was selected by Molson Coors to launch the G -150 Project, basically clearing the path for the new brewery. The project consisted of demolishing the Crawford Street Bridge over Clear Creek, the demolition of the CBU Building, the Gallery Structure attached to the Packaging Building over railroad tracks and culminating in the demolition of the Cooling Tower buildings. Our strong performance led to securing the over-excavation and backfill where we placed over 105,000 tons of Class 1 Structural backfill, compacting in 8" lifts maintaining 98% modified proctor standards constructing the building pad that can withstand 8,000 psi loads on the foundations.

Under the aforementioned Master Services Agreement, Molson Coors has continued to award task orders via their purchase order system to JKS Industries, for the following Scopes of Work. These awards include but are not limited to: Removal of T-Norm soil, lead based paint abatement, asbestos abatement, removal of pipe containing asbestos material, multiple structural demolition and the removal of railroad track infrastructure.

This project in its entirety encompasses all of the relevant requirements in the solicitation, including but not limited to: buildings in excess of two stories, asbestos abatement, lead abatement, and far exceeds the example of a project exceeding \$1,000,000 or more.

Customer: Millstone Weber  
Contact Name: Brandon Bates  
Phone: (314) 210-0833  
Email: [Brandon.bates@millstoneweber.com](mailto:Brandon.bates@millstoneweber.com)

JKS Industries was selected to launch the Concourse B East Enabling project which consisted of the following scope of work: install site capture, construct and set the required Jet-Blast fence, saw cut and remove approximately 15,000 sy of 17 inch pavement (tarmac), load and haul all concrete to DEN's north recycling yard and finally crush the concrete to a CDOT Class 6 specification. Our strong performance was rewarded with receiving the Quarterly Safety and Performance Award as well as the

**Total Site Work ~ Asbestos Abatement ~ Earthwork ~ Excavation ~ Demolition**

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contract enhancement of \$4,081,382 to crush an additional 500,000 tons of aggregate in support of the airport's expansion projects throughout the year 2020.

This high-profile project exemplifies JKS' capabilities and commitment to excellence while addressing the relevancy of performing construction/demolition project grossing more than the \$1,000,000 requirement.

Customer: Denver Public Schools  
Contact Name: Michael Lucero, Project Manager  
Phone: (720) 466-9083  
Email: [Michael\\_Lucero1@dpsk12.net](mailto:Michael_Lucero1@dpsk12.net)

JKS Industries, LLC has a history of completing remediation projects for the Denver Public Schools. Below are examples of recent projects completed by JKS for Denver Public Schools.

**Denver Center for International Studies (aka. Baker Middle School) Crawlspace Abatement**

Schedule of Project: July 15, 2022, through August 5, 2022

Contract Value: \$581,215.00

**Scope of Work:**

In April 2022, JKS was awarded a contract with Denver Public Schools to complete crawlspace abatement including decontamination, piping re-insulation, and vapor barrier installation. All work was completed on time and within budget.

**Smiley Elementary School Crawlspace Abatement**

Schedule of Project: June 7, 2021, through August 1, 2021

Contract Value: \$636,370.00

**Scope of Work:**

In April 2021, JKS was awarded a contract with Denver Public Schools to complete crawlspace abatement at Smiley Elementary School. The work completed included:

- Removal and disposal of 56 asbestos containing pipe fitting insulation
- Removal and disposal of 50,935 s.f. of asbestos containing soil and debris throughout the crawlspace
- Re-insulation of all piping included for abatement and remaining uninsulated piping throughout the crawlspace
- Installation of specified vapor barrier throughout the crawlspace work area

**Denison Montessori School Crawlspace Abatement**

Schedule of Project: June 8, 2020, through July 12, 2020

Contract Value: \$357,245.00

**Scope of Work:**

In February 2020, JKS was awarded a contract with Denver Public Schools to complete asbestos abatement in the crawlspace of Dennison Montessori School. Work completed included: abatement and disposal of 3,800 linear feet of pipe insulation, 1,100 asbestos containing pipe fittings, and 185 cubic yards of asbestos containing soil. JKS also installed insulation on all piping systems that were abated as part of the project scope.

Customer: US Department of Agriculture, Forest Service

Contact name: Christina Schofield

Phone: (970) 295-6635

Email: [Christina.schofield@usda.gov](mailto:Christina.schofield@usda.gov)

Schedule of Project: 120 calendar days: beginning October 14, 2020, completed November 29, 2020

Contract Value: \$412,046.90

**Scope of Work:****Del Norte High School Hazardous Materials Abatement**

The Rio Grande National Forest required hazardous materials abatement at the Del Norte High School, which was being converted to the Rio Grande Supervisor' Office. Prior to the solicitation the Forest Service prepared design documents for the demolition of a portion of the building. As part of the design process, a hazardous material survey was conducted. This survey identified asbestos containing material (ACM), lead based paint and other regulated building materials. The Statement of Work for the project was based on the aforementioned survey. Work for this project required the contractor to be responsible for supplying all labor, materials, equipment, utilities, miscellaneous items, freight and delivery and all necessary valid licenses and permits to complete the work. Work for this project consisted of hazardous material removal from the Del Norte High School building constructed in 1968. After hazardous material removal was complete, the building was partially demolished and the remainder of the building was remodeled for use as an office building. The demolition and remodel work was not part of this contract.



**JKS Industries, Inc.**  
**Equipment**

<b>Description</b>	<b>Quantity</b>
Floor Scraper	1
Floor Scraper w/48 vdc battery	1
Dust Collector	1
2000 Negative Air Machine Visual Alarm 3 EA/PLT	6
700 Negative Air Machine Visual Alarm 16/PLT	2
Abatement Tech Suitcase Shower Easy Up S4000EU	1
ACSI Popup Aluminum Shower 31x30x85 (Open)	1
2000 Negative Air Machine Visual Alarm 3 EA/PLT	12
ACSI Popup Aluminum Shower 31x30x85 (Open)	1
Titan Impact Sprayer w/Gun Tip & Hose Skid 8 EA/PLT	2
2000 Negative Air Machine Visual Alarm 3 EA/PLT	8
ACSI Popup Aluminum Shower 31x30x85 (Open)	1
Differential Pressure Recorder Omniguard 5 w/ modem	1
2000 Negative Air Machine Visual Alarm 3 EA/PLT	10
Clarke 17" Floor Buffer CFP Pro 17HD	2