



REQUEST FOR PROPOSAL

Construction

R23-130MZ

Date issued: October 2, 2023

SENIOR CENTER ASBESTOS ABATEMENT

THE CITY OF COLORADO SPRINGS

The City of Colorado Springs requests Firm Fixed Price (FFP) proposals, as detailed in this Request for Proposal (RFP), for Senior Center Asbestos Abatement.

This RFP is posted to Rocky Mountain E-Purchasing BidNet Direct and the City of Colorado Springs' Procurement Services Website. It is available for all vendors free of charge, following free registration, at the Rocky Mountain E-Purchasing BidNet Direct website.

SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING BIDNET DIRECT PLATFORM.

Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.

<https://www.bidnetdirect.com/>

BIDNET Support

800-835-4603

Estimated Project Magnitude: \$350,000.00 -\$450,000.00

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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on BidNet Direct under the Rocky Mountain E-Purchasing Group (www.BidNetDirect.com). All addenda or amendments shall be issued through BidNet Direct and may not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	October 2, 2023
Pre-Proposal Conference	October 13, 2023 10:00AM

We will hold a pre-proposal conference at the Colorado Springs Senior Center, 1514 Hancock Ave Colorado Springs, CO 80903. This meeting is not mandatory. However all Offerors are encouraged to attend.

Cut Off Date for Questions October 18, 2023 1:00PM

All questions shall be submitted via email to the following Contract Specialist.

Requests for Information, support and questions shall be directed to:

CONTRACT SPECIALIST NAME Mike Zeller
CONTRACT SPECIALIST EMAIL michael.zeller@coloradosprings.gov

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.
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The only acceptable method of submitting questions is electronically via BidNet Direct. Faxes or physical mail delivery are not acceptable.

Proposal Due Date	October 31, 2023 2:00PM
Interviews (if applicable)	TBD
Award of Contract	EST November 10, 2023
Notice to Proceed	EST November 22, 2023

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically on BidNet Direct (www.bidnetdirect.com). Please

review the submission requirements **well in advance** of submission date and time, and allow for ample time to upload each required document. It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure all required proposal documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission. Customer support for BidNet Direct may be reached at (800) 835-4603.

*******NO LATE OFFERS WILL BE ACCEPTED*******

Date/Time: Proposals shall be received on or before 2:00PM October 31, 2023.

Identification of Proposal:

Proposals must be submitted to the BidNet Direct Procurement Platform (www.bidnetdirect.com). The solicitation number and Offeror name must be clearly marked within the proposal.

Proposal No.: R23-130MZ

Due Date and Time: October 31, 2023 2:00PM

Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposals and then resealed.

1.3 NUMBER OF COPIES

Offerors shall submit **one (1)** softcopy to the BidNet Direct platform. Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term "Offer" means the proposal.

The term "Offeror" means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to Senior Center Asbestos Abatement.

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on BidNet Direct under the Rocky Mountain E-Purchasing Group (www.BidNetDirect.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed in RFP §1.1 to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

1.11 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.12 PERFORMANCE PERIOD

The performance period for the project detailed in this RFP will be established as **NOTICE TO PROCEED – DECEMBER 31, 2024.**

1.13 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

1.14 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

1.16 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.17 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website www.coloradosprings.gov. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

1.19 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- A. Sections I-IV of this Solicitation
- B. Special Construction Terms and Conditions
- C. General Construction Terms and Conditions
- D. Exhibits
- E. Plans
- F. Detailed Plans
- G. Standard Drawings

- a. Calculated dimensions will govern over scaled dimensions.
- H. Special Specifications
- I. Standard Specifications

1.20 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project.**

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure.** In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/construction-contractors>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or Construction_SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

1.21 BOND REQUIREMENTS

The Offeror is advised that the successful Offeror shall be required to furnish to the City of Colorado Springs, upon award, one copy of each: Performance Bond, Labor and Materials Payment Bond, and a Maintenance Bond in the amount of 100% of the total contract within ten (10) calendar days after notification of award of a contract. The cost of all bonds shall be included in Offeror's offer.

Bonds shall:

- A. Be for the full amount of the contract price.
- B. Guarantee the Contractor's faithful performance of the work under the contract, and the prompt and full payment for all labor and materials involved therein.
- C. Guarantee protection to the City of Colorado Springs against liens of any kind.
- D. Be, when a surety bond is furnished, from a surety company operating lawfully in the State of Colorado and be accompanied with an acceptable "Power-of-Attorney" form attached to each bond copy.
- E. Be issued from a surety company that is acceptable to the City of Colorado Springs.
- F. Be submitted using the forms in the Exhibit section of this solicitation.

1.22 INTERPRETATION OF QUANTITIES IN PROPOSAL FORM

Except as otherwise provided in this RFP, the quantities appearing in the proposal form are estimates prepared for the comparison of proposals.

After award, payment to the Contractor will be made in accordance with the following procedures:

- A. Measurement required. When the Contract requires measurement of work performed or material furnished, payment will be made for actual quantities measured and accepted.
- B. Measurement Not Required. When the Contract does not require quantities of work performed or materials furnished to be measured, payment will be made for the quantities appearing in the Contract.

The estimated quantities of work to be performed and materials to be furnished may be increased, decreased or omitted.

1.23 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

1.24 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.

The Offeror is expected to examine the site of the proposed work, the proposal, plans, specifications, supplemental specifications, special provisions, and Contract forms, before submitting a proposal. The submission of a proposal will be considered conclusive evidence that the Offeror has made this examination and is aware of the conditions to be encountered in performing the work according to the Contract.

Boring logs and other records of subsurface investigations, if they exist, are available for inspection by Offerors. These logs and records are made available so that all Offerors have access to identical subsurface information that is available to the City, and is not intended as a substitute for personal investigation, interpretation, and judgment of the Offerors.

The City does not warrant the adequacy of boring logs and other records of subsurface investigations, and such information is not considered to be a part of the Contract. When a log of test borings is included in the subsurface investigation record, the data shown in the individual log of each test boring apply only to that particular boring and are not intended to be conclusive as to the character of any material between or around test borings. If Offerors use this information in preparing a proposal, it is used at their own risk, and Offerors are responsible for all conclusions, deductions, and inferences drawn from such information.

Offerors may conduct subsurface investigations at the project site at Offeror's expense; the City will afford them this opportunity prior to public opening of proposals.

If an Offeror discovers an apparent error or omission in the proposal form, estimated quantities, plan, or specifications, the Offeror shall immediately notify the Contracting Specialist to enable

the City to make any necessary revisions. The City may consider it to be detrimental to the City for an Offeror to submit an obviously unbalanced unit proposal price.

1.25 COMBINATION OR CONDITIONAL PROPOSALS

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

1.26 ANTI-COLLUSION AFFIDAVIT

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

1.27 MATERIAL GUARANTY

The successful Offeror may be required to furnish a complete statement of the origin, composition, and manufacture of materials used in the construction of the work together with samples, which will be tested for conformance with Contract requirements.

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 1	Proposal Certification
Exhibit 3	Exceptions
Exhibit 6	Qualification Statement
Exhibit 8	Federal Forms
Schedule A	Price Sheet
Schedule F	Insurance Requirements

2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH

In the proposal narrative/technical and management approach section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

2.5.1 TECHNICAL AREA

The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.

A. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?

B. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish project tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.

The Offeror must at least address the following areas:

1. Construction phasing and traffic control for the project. Explain the phases, traffic control for each phase, and the logic in the construction phasing.
2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure.
3. Coordination with utilities. Discuss Offeror's understanding of the key utility relocations required for this project and how Offeror will coordinate and phase construction to both facilitate and accommodate those relocations and the constraints that they impose.
4. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work.
5. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.

6. Safety. Discuss Offeror's approach and commitment to safety for both construction workers and the public traveling through the construction site.
7. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a narrative of project understanding and general outline of the workflow, a statement of understanding of the schedule from project start to completion and a containment configuration and phasing plan?
2. Does the proposal include a detailed schedule based on number of containments and personnel that indicates where overlaps occur between containments and how abatement and demolition schedules interact?
3. Does the proposal describe innovative work practices or cost savings ideas?

2.5.2 MANAGEMENT AREA

The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.

A. Program Management Controls

In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.
3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
4. A detailed construction schedule for the project showing the key construction activities and how they will meet or improve the City's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?

3. Do the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high-quality personnel?
4. Does the proposal explain how the Offeror will address corrective actions in case of delays (e.g. expediting materials, additional resources, etc.)?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

B. Past Performance/Relevant Experience

In the Management Area, the Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

C. Key Personnel

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. Resumes do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.

1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the Offeror provide resumes for all key personnel, as required by the RFP?
3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?

2.6 PRICE AREA

In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be Time and Material (T&M) labor categories, labor rates, separated profit, and estimated material costs must be included in detail.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?
5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.
6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

2.7 PROPOSAL PRESENTATION

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.8 EXCEPTIONS

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.9 INSURANCE REQUIREMENTS

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL AREA – UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II - Item 2.5.1A

3.1.2 TECHNICAL AREA – PROJECT APPROACH

See Section II - Item 2.5.1B

3.1.3 MANAGEMENT AREA – PROGRAM MANAGEMENT CONTROLS

See Section II - Item 2.5.2A

3.1.4 MANAGEMENT AREA – PAST PERFORMANCE/RELEVANT EXPERIENCE/KEY PERSONNEL

See Section II – Item 2.5.2B

3.1.5 PRICE/COST AREA – PRICE/COST

See Section II – Item 2.6

3.1.6 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.7

3.1.7 EXCEPTIONS AND INSURANCE

See Section II – Items 2.8 and 2.9

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows:

First: Price/Cost Area
Second: Technical Area
Third: Management Area
Fourth: Proposal Presentation Area

B. Possible scores for each criterion shall be as follows:

5 – Exceptional
4 – Very Good
3 – Satisfactory
2 – Marginal
1 – Unacceptable

C. Definitions for scoring are as follows:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good – The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory – The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal – The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable – The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

D. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

3.3 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS

4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

In addition to the special contract terms and conditions listed below, the City's sample contract, see Exhibit 2, contains contract terms and conditions.

ADA Standards: It is a requirement of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. The selected Design Professional shall design the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. The selected Contractor shall build the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. Facilities that are designed, constructed, and/or altered facilities that meet or exceed the IBC 2015/ANSI A117.1 2009, used by Pikes Peak Regional Building Department, will be accepted as meeting or exceeding the 2010 ADA Standards.

SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	RESERVED (See Schedule F)
Exhibit 5	RESERVED (See Schedule C)
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet
Exhibit 8	Federal Forms

EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror's Principal Place of Business:

Does Offeror have an established office or facility in Colorado Springs?

Yes _____ No _____

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

2. _____ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes _____ No _____

Your property and liability insurance company is licensed to do business in Colorado:

Yes _____ No _____

Provide the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes _____ No _____

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado:

Yes _____ No _____

3. _____ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

4. _____ Provide the completed and signed bid. (Bids must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud. The undersigned additionally declares that it has carefully examined the Bid information and the complete Solicitation prior to submitting a Bid. The Bidder's signature will be considered the Bidder's acknowledgement of understanding and ability to comply with all items in the solicitation.

Offeror has appointed _____ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (____) _____

Email: _____

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(E-Mail Address)

FEDERAL TAX ID # _____
This Company Is: Corporation___ Individual___ Partnership___ LLC___

Offeror hereby acknowledges receipt of the following amendments, if applicable. Offeror agrees that it is bound by all Amendments identified herein.

AMENDMENT #1 _____ DATED: _____

AMENDMENT #2 _____ DATED: _____

AMENDMENT #3 _____ DATED: _____

Please Note: the following Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.

1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and "additionally insured" statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror's Bid.

Initials for 1

2. ETHICS VIOLATIONS

- A. The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- B. Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations
- C. When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- D. The Offeror must disclose with the signing of this Bid, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror's firm or any of its branches.
- E. In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- F. The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- G. The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- H. The Offeror agrees to incorporate the substance of this clause (after substituting "Contractor" for "Offeror") in all subcontracts under this offer.

Initials for 2

3. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 3

4. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contract.

Initials for 4

5. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

Initials for 5

6. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

- _____ Large Business (i.e. do not qualify as a small business or non-profit)
- _____ Nonprofit
- _____ Small Business
- _____ Minority Owned Business/Small Disadvantaged Business
- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Service-Disabled Veteran Owned Business
- _____ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

Initials for 6

7. CONTRACTOR PERSONNEL

- A. The Offeror shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this Bid and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- B. The Authorized Representative shall be the person identified in the Offeror's Bid, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, _____ (Name)
with position, _____ (Title)

Can be reached at
Work telephone number: _____
Home telephone number: _____
Cellular telephone number: _____
E-mail address: _____

Initials for 7

8. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:

- A. He/She is a duly authorized agent of the Offeror;
- B. He/She has read and agrees to the City's standard terms and conditions attached.
- C. The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
- D. The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its Bid.
- E. By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.
- F. If awarded the contract, the Offeror agrees to execute and enter into a contract with the City, and furnish the necessary security within ten (10) days of receipt of the "Notice of Award"; and to begin the work within ten (10) day from the date of the receipt of the "Notice to Proceed", and to complete the Work with the above specifications.
- G. I hereby certify that I am submitting the Bid based on my company's capabilities to provide quality products and/or services on time.

Initials for 8

9. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

- A. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - 1. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - 2. Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - 3. Are (), Are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
- B. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
- C. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 9

10. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

Initials for 10

11. CITY CONTRACTOR SAFETY PROGRAM

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 11

12. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 12

13. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor
P.O. Box 2241
Colorado Springs CO 80901

Or via email FraudHotline@coloradosprings.gov. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

Initials for 14

Name of Company: _____

Federal Tax ID Number: _____

DUNS Number: _____

Principal Place of Business: _____

Signature of Authorized Representative

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT 2 SAMPLE CONTRACT
CONSTRUCTION CONTRACT**

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist		City Dept Rep	
NOT TO EXCEED Contract Amount:		City Account #	
Contract Type:	Fixed Unit Price	Period of Performance:	

1. INTRODUCTION

THIS Fixed Unit Price CONTRACT ("Contract") is made and entered into this XXX day of XXX, 2022 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: XXXX.

The Contractor did on the XXX day of XXX, 2022 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Schedule A – Price Sheet
3. Schedule B – General Construction Terms and Conditions
4. Schedule C – Special Contract Terms and Conditions
5. Schedule D – General Specifications
6. Schedule E – Special and Technical Specifications
7. Schedule F – Scope of Work
8. Exhibit 1 – Performance, Labor and Material Payment, and Maintenance Bonds
9. Exhibit 2 – Minimum Insurance Requirements

2. COMPENSATION/CONSIDERATION

THIS FIXED UNIT PRICE CONTRACT is established at the Not to Exceed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor agrees to furnish all materials and to perform all work as set forth in its proposal and as required by the Contract Documents.

All pricing is in accordance with the fixed unit prices found in Schedule A, as proposed by the Contractor. Payment made for actual quantities as set forth in Schedule B, General Construction Terms and Conditions. At no time shall the total obligation of the City exceed the not to exceed amount of this Contract.

3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **the date of Notice to Proceed through April 30, 2022** ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Exhibit 2, which includes Property, Liability, and as otherwise listed in Exhibit 2. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contractor that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AND XXXX AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.

- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

9. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

10. APPROPRIATION OF FUNDS

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Project Manager: Changes up to \$14,999.99

The City of Colorado Springs Chief of Staff: Changes up to \$499,999.99

The Mayor of the City of Colorado Springs: Unlimited

12. ECONOMIC PRICE ADJUSTMENT

- A. The Contractor shall notify the City of Colorado Springs Procurement Services Division if, at any time during contract performance, the rate of pay for labor or the unit prices for material shown in Schedule A experiences a significant increase. A change in price shall be considered significant when the unit price of an item increases by 10% from the execution date of this Contract. The Contractor shall furnish notice of this increase within 60 days after the increase, or within any additional period that the City Procurement Services Division may approve in writing, but not later than the date of final payment under this Contract. The notice shall include the Contractor's proposal for an adjustment in the Contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the City Procurement Services Division, supporting data explaining the cause, effective date, and amount of the increase and the amount of the Contractor's adjustment proposal.
- B. Promptly after the City Procurement Services Division receives the notice and data under paragraph (a) of this clause, the City Procurement Services Division and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the City Procurement Services Division may postpone the negotiations until an accumulation of increases in the labor rates (including fringe benefits) and unit prices of material shown in Schedule A results in an adjustment allowable under paragraph (c)(3) of this clause. The City Procurement Services Division shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in Schedule A to reflect the increases resulting from the adjustment. The Contractor shall continue performance at current rates pending agreement on, or determination of, any adjustment and its effective date.
- C. Any price adjustment under this clause is subject to the following limitations:
 1. Any adjustment shall be limited to the effect on unit prices of the increases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in Schedule A. There shall be no adjustment for:
 - (i) Supplies or services for which the production cost is not affected by such changes;
 - (ii) Changes in rates or unit prices other than those shown in Schedule A; or
 - (iii) Changes in the quantities of labor or material used from those shown in Schedule A for each item.
 2. No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.
 3. There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.

4. The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price.

13. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

14. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

15. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

16. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

17. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

18. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

19. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

20. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products,

items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

21. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

22. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

23. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the

termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:

1. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
2. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
3. Contractor's disregard of the authority of Project Manager.
4. Contractor's violation in any material provision of the Contract Documents.
5. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
6. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
7. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
8. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs 1-8 above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the project site, and use the same to

the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

- C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

24. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

26. LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In accord with the Keep Jobs in Colorado Act, codified at sections 8-17-101, et seq., C.R.S., Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this Project et seq.; provided however, that this paragraph shall not apply if the Project receives federal funding.

In no event shall the City be responsible for overtime pay.

27. GRATUITIES

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

29. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions
- B. Specific Construction Terms and Conditions
- C. General Construction Terms and Conditions
- D. The Statement of Work
- E. Specific Specifications
- F. General Specifications
- G. Other Appendices, Attachments, Exhibits, or Schedules

30. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

31. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract other than those arising under Unanticipated Circumstances provisions (in section 107.27 of Schedule B General Construction Terms and Conditions) shall be addressed in the following manner:
 - 1. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - 2. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
 - 3. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - 4. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
 - 5. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado

shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.

6. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

32. DELIVERY

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

33. PAYMENTS

All invoices shall be sent to the Project Manager identified in this Contract.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

All payments for Construction will be made in accordance with the Payment provisions found in Schedule B – General Construction Terms and Conditions.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

34. INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed

by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.

- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

35. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

36. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

37. EMPLOYMENT OF LABOR

The Contractor shall comply with, and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

38. SALES TAX

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/cat/government/tax-information/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

39. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

40. LIABILITY OF CITY EMPLOYEES

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

41. USE OF CITY NAME OR LOGO

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

42. TRAVEL

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contractor should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated

with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

43. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signature with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence, and (iii) enforceable in accordance with its terms

44. APPENDICES

The following Appendices are made a part of this Agreement:

1. Schedule A – Price Sheet
2. Schedule B – General Construction Terms and Conditions
3. Schedule C – Special Contract Terms and Conditions
4. Schedule D – General Specifications
5. Schedule E – Special and Technical Specifications
6. Schedule F – Scope of Work
7. Exhibit 1 – Performance, Labor and Material Payment, and Maintenance Bonds
8. Exhibit 2 – Minimum Insurance Requirements

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This Contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	

EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 RESERVED

SEE SCHEDULE F FOR INSURANCE REQUIREMENTS

EXHIBIT 5 RESERVED

SEE SCHEDULE C FOR SCOPE OF WORK

EXHIBIT 6 – QUALIFICATION STATEMENT

CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

(PRINT)

FIRM NAME: _____
ADDRESS: _____
CITY STATE ZIP: _____
AUTHORIZED REPRESENTATIVE: _____
TITLE: _____
AUTHORIZED SIGNATURE: _____
PHONE: _____ FAX: _____
E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE & LOCATION

CORPORATION INDIVIDUAL
PARTNERSHIP JOINT VENTURE _____
OTHER: _____

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: _____

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER: _____

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? YES NO IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES NO
IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES NO IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES NO IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

11. BANK REFERENCE:

ADDRESS: _____
CONTACT: _____ PHONE: _____

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____
2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____
3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____

Contact telephone and FAX Numbers: _____

2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____

3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

1. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____
2. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____
3. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

EXHIBIT 7 – EVALUATION SCORESHEET

**PROPOSAL EVALUATION SCORE SHEET
SOLICITATION NUMBER AND TITLE:**

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
<p>1. TECHNICAL AREA</p> <p>The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.</p>	
<p>A. Understanding of and compliance with technical requirements</p>	
<p>In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry? 2. Does the proposal fully and completely address each requirement and goal of the Statement of Work? 3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule? 4. Does the technical solution seem realistic? 5. Does it generally appear that the Offeror knows and thoroughly understands the business and requirement? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p>B. Project Approach</p>	
<p>In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.</p> <p>The Offeror must at least address the following areas:</p> <ol style="list-style-type: none"> 1. Construction phasing and traffic control for the project. Explain the phases, traffic control for each phase, and the logic in the construction phasing. 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

<ol style="list-style-type: none"> 2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure. 3. Coordination with utilities. Discuss your understanding of the key utility relocations required for this project and how you will coordinate and phase your construction to both facilitate and accommodate those relocations and the constraints that they impose. 4. Schedule Management. Discuss your approach to schedule management including updating and reporting progress of the work. 5. Quality Control. Discuss your quality control plan, processes and approach to ensure that the City receives a quality product. 6. Safety. Discuss the contractor's approach and commitment to safety for both construction workers and the public traveling through the construction site. 7. Potential issues that your firm foresees with this project and how you would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies. <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal include a narrative of project understanding and general outline of the workflow, a statement of understanding of the schedule from project start to completion and a containment configuration and phasing plan? 2. Does the proposal include a detailed schedule based on number of containments and personnel that indicates where overlaps occur between containments and how abatement and demolition schedules interact? 3. Does the proposal describe innovative work practices or cost savings ideas? <p>COMMENTS:</p>	
<p>Sum of Ratings in Technical Area (Add numbers in Section 1.A. and 1.B):</p>	
<p>2. MANAGEMENT AREA</p> <p>The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.</p>	
<p>A. Program Management Controls</p>	
<p>In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority,</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal</p>

<p>responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.</p> <p>The Offeror shall provide a detailed construction schedule for the project showing the key construction activities and how they will meet or better the County's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system? 2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort? 3. Does the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high quality personnel? 4. Does the offer address corrective actions? 5. Does the proposal explain how the Offeror will remain within schedule and budget? <p>COMMENTS:</p>	<p>1 – Unacceptable</p>
<p>B. Past Performance/Relevant Experience and Key Personnel</p>	
<p>In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal include at least three references or past performance citations? 2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP? 3. Does the Offeror explain how they were successful on the projects provided as past performance? 4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience? <p>In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Resumes</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

<p>do not count toward the page limitation. Explain how the key personnel were related to the projects cited as relevant past performance.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information? 2. Does the Offeror provide resumes for all key personnel, as required by the RFP? 3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently? <p>COMMENTS:</p>	
<p>Sum of Ratings in Management Area (Add numbers in Sections 2.A. and 2. B.)</p>	
<p>3. PRICE/COST AREA</p>	
<p>In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be fully loaded/all-inclusive and include unit cost for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be T&M, labor categories, labor rates, separated profit, and estimated material costs must be included in detail.</p> <p>In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other Offerors.</p> <p>Consider the following questions:</p> <ol style="list-style-type: none"> 1. How does the price compare to the industry competition? 2. If low, is it unrealistically low? 3. If high, is there demonstrated added value for the additional cost? 4. Can you see how the price was built? If so, do the costs look appropriate for the task? 5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors. 6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition. <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

Total Price/Cost Area (Insert number from Section 3 evaluation above):	
4. PROPOSAL PRESENTATION	
<p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
Total Proposal Presentation Area (Insert number from Section 4 evaluation above):	
EXCEPTIONS PROPOSED	
<p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	Pass/Fail
INSURANCE EXCEPTIONS PROPOSED	
<p>What (if any) exceptions (redlines to our insurance terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	Pass/Fail
TOTAL SCORE – Add Evaluation Scores from Sections 1-4 and location bonus (if applicable). The sum is the total score.	Total Score:

EXHIBIT 8 – FEDERAL FORMS

EXHIBIT 8 – FEDERAL FORMS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned duly authorized official of the proposer certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transaction (federal, state or local) terminated for cause or default.
- E. Are not on the Comptroller General’s List of Ineligible Bidders or any similar list maintained by any other governmental entity.

Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Check One)

I DO CERTIFY (____) I DO NOT CERTIFY (____)

Date: _____

Signature: _____

Title: _____

RESTRICTIONS ON LOBBYING CERTIFICATION

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure to file.

Proposer: _____

Signature: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of the _____(proposing entity) having the authority to sign on behalf of the corporation, and,
2. That the prices in the attached proposal were arrived at independently by _____(proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent proposals or competition; and
3. That unless otherwise required by law, the contents and prices contained in the proposal have not been communicated by _____(proposing entity) or its employees or agents to any person not an employee or agent of _____(proposing entity), or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and,
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer: _____

Signature: _____

Title: _____

Date: _____

EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name

Street Address

City _____ State _____ Zip _____

This firm is:

_____ Independently owned and operated

_____ An Affiliate Parent Company

or

_____ A Subsidiary of Address

or

_____ A Division City and State

Zip _____

1. Contractor ____ HAS ____ HAS NOT

Developed and has on file an affirmative action program in conformance with 41 CFR 60-2.

2. Contractor ____ HAS ____ HAS NOT

Participated in any previous contract or subcontract subject to the equal opportunity clause either with the City or any Federal agency.

3. Contractor ____ HAS ____ HAS NOT

Filed with the City, or where applicable, joint Reporting Committee, or other Federal Agency, all reports due under the applicable contract(s) or subcontract(s).

Contractor's Equal Employment Opportunity Program ____ HAS ____ HAS NOT been subject to a Federal Equal Opportunity Compliance Review. If so, then state date of Review below.

Signature _____ Date _____

Title _____

BUILD AMERICA, BUY AMERICA ACT (BABAA) CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ (Project Name and Location) _____ the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The, _____ [Contractor or Subcontractor] ____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor’s or Subcontractor’s] Authorized Official

Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

Date

SCHEDULES

Schedule A	Price Sheet
Schedule B	General Construction Terms and Conditions
Schedule C	Scope of Work
Schedule D	Removal Work Plan
Schedule E	Clauses for Contracts Subject to Federal Requirements
Schedule F	Insurance Requirements
Schedule G	HUD Clauses
Schedule H	Wage Determination

SCHEDULE A – PRICE SHEET

PLEASE COMPLETE ATTACHED SCHEDULE A – PRICE SHEET.

SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS

SECTION 100 DEFINITIONS AND TERMS

Titles used in these specifications having a masculine gender, such as “workmen” and the pronouns “he” or “his”, are for the sake of brevity and are intended to refer to persons of any gender.

The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not have any bearing on their interpretation.

When the Contract indicates that something “shall” be done, the action is required and is not discretionary.

Calendar Day Each and every day shown on the calendar, beginning and ending at midnight.

Change Order A written order issued to the Contractor by the City covering contingencies, extra work, increases or decreases in Contract quantities, and additions or alterations to the plans or specifications, within the scope of the Contract, and establishing the basis of payment and time adjustments for the work affected by the changes. The Change Order is the only method authorized for changing the Contract.

City The City of Colorado Springs, Colorado.

Contract Documents Contract Documents include the Request for Proposal, Instructions to Offerors, Proposal, Amendments, the signed Contract, surety bonds, insurance documents, all terms, conditions, and provisions, and the Specifications, including all modifications thereof incorporated in any of the documents before execution of the agreement.

Contract The executed written agreement between the City and the Contractor setting forth the obligations of the parties for the performance of the work and the basis of payment. The Contract includes the Contract Documents, Notice to Proceed, and executed Change Orders, all of which constitute one instrument.

Contractor The person, persons, firm, or corporation to whom a Contract is awarded by the City and who is subject to the terms of said Contract. Contractor shall include the agents, employees, workmen, subcontractors and any assignees of said Contract.

Engineer An engineer of the City of Colorado Springs.

Notice Any written notice served pursuant to the terms of the Contract. Notice shall be deemed to have been duly served if delivered in person or by registered mail to:

The Project Manager assigned to the Contract, City of Colorado Springs, City Engineering, 30 South Nevada Ave., Room 403, Colorado Springs, CO 80903.

Notice to the Contractor will be to the Authorized Representative of the Contractor at the site of the Project in person; or by registered mail to the Contractor's principal place of business as indicated in the Contractor's proposal certifications; or as to the Surety on the performance bond by registered mail to the Surety at the home office of such surety.

Plans	The drawings, or reproductions, provided by the City that show the location, character, dimensions, and details of the work to be done.
Project Manager	An individual representing the City responsible for managing and oversight of the Contract. .
Project	The entire improvement outlined in the Scope of Services which is to be constructed in whole or in part pursuant to the Contract.
Subcontractor	A person, firm, or corporation, other than the Contractor, supplying labor or materials, or both, or equipment furnished at the site of the project under an Agreement with the Contractor.
Surety	The person, firm, or corporation that has executed as surety the Contractor's Proposal, Performance, Payment and Maintenance Bonds.
Work	Work performed under the Contract.
Working Days	Days of the week, not including weekends and City holidays, unless otherwise stated.

SECTION 101 CONTRACT DOCUMENT INTERPRETATION

101.00 INTENT OF CONTRACT DOCUMENTS

The sections of the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution of the work. If the Contract Documents should be contradictory in any part, the order of precedence shall be as described in the Contract.

Any work shown on the Plans and not covered in the specifications, or included in the Specifications and not shown on the Plans, shall be executed by the Contractor as though shown both on the Plans and included in the Specifications.

If the Contractor, in the course of the work, finds any discrepancy between the Plans and the physical layout, or any errors or omissions in Plans or layout, he shall immediately so inform the

Project Manager and the Project Manager will promptly verify them. Any work done after such discovery without written consent of the Project Manager authorizing the same shall be done at the Contractor's risk and sole expense.

Any incidental and/or appurtenant items not specifically called for in the Plans and Specifications, but which are necessary to complete the work in accordance with the requirements of good practice, as determined by the Project Manager, shall be included as a part of the Contractor's proposal price and furnished at no additional cost to the City.

In interpreting the Contract Documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract documents, shall be construed in accordance with such well known meaning recognized by architects, engineers, and the trade.

101.01 SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS

Special Provisions or Special Specifications may be written to expand upon, modify or cancel these general provisions or the standard specifications.

101.02 STANDARD MANUFACTURER

Wherever the terms "standard", "recognized" or "reputable" manufacturers are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the Specifications for a reasonable period of time prior to the date set for submission of proposals, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies for a period of over twelve months prior to the date fixed for submission of proposals shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

101.03 "OR EQUAL" CLAUSE

Whenever in any section of the Contract documents, any article, material, or equipment is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal" if not inserted, shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design, and efficiency, subject to review and approval by the Project Manager. The Project Manager may require that proposed equals be submitted for review and approval.

SECTION 102 COMPLIANCE WITH LAWS

102.00 PUBLIC IMPROVEMENT ASSESSMENT

If the cost of the improvement to be constructed under the Contract is to be assessed upon the owners of land benefited by such improvement, upon complaint of any such landowner that the improvement is not being constructed in accordance with the Contract, the City Council may consider the complaint and make such order in the premises as shall be just to ensure compliance with the Contract.

102.01 ALL LEGAL PROVISIONS INCLUDED

It is the intention and agreement of the parties to this Contract that all legal provisions of law required to be inserted, shall be and are inserted. However, if by mistake or otherwise, some such provision is not inserted, or is not inserted in proper form, then upon application of either party, the Contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party.

102.02 LICENSES AND PERMITS

It shall be the responsibility of the Contractor to obtain, at its expense, all necessary licenses and permits to do the Project, in accordance with applicable Federal, State and local laws, regulations and ordinances. Typical permits and fees include, but are not limited to, Excavation/Boring Permits, Concrete Construction Permits, Fugitive Dust Permits, Regional Building Permits, Pavement Degradation fees, as well as Traffic Control and Barricade Plans to be approved by the City Traffic Division for all work within public rights-of-way and easements i.e. (curb and gutter, sidewalks, pedestrian ramps and cross pans).

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.00 CONTRACT EXECUTED

A single original Contract to include the Contractor's Performance, Labor and Material Payment and Maintenance Bonds may be executed and maintained in the official Contract file located in the City Contracts office. The original copy of the Contract maintained in the City Procurement Services file shall take precedence for purposes of interpretation or determining what the Contract says. After all required signatures are obtained; photocopy counterparts (copies) will be made and distributed to the following, as applicable:

- (a) Contractor
- (b) Project Manager
- (c) City Finance Department
- (d) Inspector

Each Bond shall have an original Power of Attorney attached. The Contractor shall provide compensation insurance and public liability and property damage insurance as outlined in the Contract. The costs of executing the bonds, Contract, and insurance, including all notaries' fees and expense, are to be paid by the Contractor to whom the Contract is awarded. Bonds shall be furnished on forms prepared by the City. Copies of the City's Bond Forms are included in the Exhibits Section of the Request for Proposal, if applicable.

103.01 VERBAL AGREEMENTS

No verbal agreements or conversations with any agent or employee of the City either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

103.02 CONTRACT SECURITY

The Contractor shall furnish good and sufficient Performance, Labor and Material Payment and Maintenance Bonds on the form attached hereto in an amount not less than the full amount of the

Contract price as security for the faithful performance of the Contract, for the payment of all persons performing labor and furnishing material in connection with the work, and for all guarantees of materials and workmanship required in the Contract. If at any time during the continuance of the Contract a surety on the Contractor's bond or bonds becomes irresponsible, as determined in the City's sole and absolute discretion, the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so. Any additional surety bonds shall cover the entire original Contract amount and any increases thereto.

103.03 INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an Independent Contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the Project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete Project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

SECTION 104 THE CONTRACT: FOLLOWING EXECUTION

104.00 MATERIALS

Unless otherwise stipulated in the Contract, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

104.01 SCHEDULE

In the event of contradictions or inconsistencies, this clause shall take precedence over any language relevant to scheduling included anywhere else in this Contract.

The Contractor shall be responsible for planning, scheduling, and reporting the progress of the work to ensure timely completion of the work as called for in the Contract Documents. The Contractor shall prepare a detailed Project schedule ("Project Schedule") that shall be used for coordination, for evaluation of progress, and for the evaluation of changes to the Contract. The Project Schedule shall include all activities, including those of subcontractors, Contractor's engineers and surveyors, and suppliers. Seasonal and weather constraints, utility coordination, railroad restrictions, right of way restrictions, traffic constraints, environmental constraints, other project interfaces, expected job learning curves and other constraints shall be considered when preparing the Project Schedule, including any phasing or sequencing of the work specified in the

Contract Documents. Days scheduled as no work days shall be indicated. The Project Schedule shall consist of a Methods Statement as defined in subsection (a) below and a progress schedule consisting of (1) a Critical Path Method (“CPM”) schedule as defined in subsection (b) below, or (2) a Bar Chart schedule as defined in subsection (c) below. A CPM Schedule shall be required if the Contract exceeds \$250,000 or if the construction period exceeds 150 Calendar Days, unless the Contract Documents stipulate otherwise. The CPM Schedule shall utilize Primavera’s Suretrak Project Manager software (or other software designated by the Project Manager), or be capable of being read and manipulated by Suretrak Project Manager software (or other software designated by the Project Manager). The Project Schedule shall show all work completed within the Contract Period of Performance. The City reserves the right to approve or disapprove any proposed schedule. If disapproved, the Contractor must make requested changes and resubmit the schedule for approval within five working days of the disapproval by the City.

After award, the Contractor shall submit two copies of all required schedule information as described below. Schedules, schedule updates, diagrams and reports using CPM shall also be submitted electronically in the appropriate software format. All schedules, diagrams, and reports shall include a title, project number, date of preparation, and the name of the Contractor.

The Bar Chart or CPM 90-day schedule shall be submitted at least 14 Calendar Days prior to the start of the work. The Project Manager’s review will not exceed five working days. Work shall not begin until the Project Schedule is accepted in writing, unless otherwise approved by the Project Manager.

(a) Methods Statement. A Methods Statement shall be prepared for the prominent features listed in the Contract Documents, and for any feature not listed in the Contract Documents that the Contractor considers a controlling factor for timely completion. The Methods Statement shall be a detailed narrative describing each feature and all work necessary to complete the feature. The Methods Statement shall be submitted with the Contractor’s schedule. The following format is required:

1. Feature: Name of the feature;
2. Responsibility: Contractor, subcontractor, supplier, utility, etc. responsible for the feature;
3. Procedures: Procedures to be used to complete the work. The procedure to be used shall include general information regarding methods such as forming, excavation, pouring, heating and curing, backfill and embankment, trenching, protecting the work, etc. When separate or different procedures are to be employed by the Contractor due to seasonal or Project phasing requirements, such differing procedures shall be described in the procedure statement;
4. Production Rates: The planned quantity of work per day for each feature;
5. Labor Force: The labor force planned to do the work;
6. Equipment: The number, types, and capacities of equipment planned to do the work;
7. Work Times: The planned time for the work to include:
 - (a) number of work days per week
 - (b) number of shifts per day
 - (c) number of hours per shift

At the Project Manager’s request, the Contractor shall update the Methods Statement, or any part thereof, and submit it with the Job Progress Narrative Report or Schedule Update, whichever is earlier.

- (b) Critical Path Method. CPM is a scheduling method which shows the interdependencies between work activities. The critical path is that path through the schedule which, if delayed, will cause a delay to project completion.

The progress schedule shall include as a minimum the prominent features of this Project as listed in the Contract Documents. The progress schedule shall include all activities for all work on the Project, including subcontracted work, delivery dates for critical material, submittal and review periods, milestone requirements and no work periods. Where the Project has specific phases, each phase shall be described separately for each applicable prominent feature.

Construction activity duration shall not exceed 15 Calendar Days unless approved by the Project Manager. Series of activities that have aggregate durations of five Calendar Days or less may be grouped in a single activity. For example, "form, reinforce, and pour pier" could be defined as a single activity rather than three. Single activities or a series of grouped activities of at least one Calendar Day duration may also need to be included in the Project Schedule as determined by the Project Manager (e.g. same activities but noted separately by location).

Time Scaled Logic Diagram: This diagram shall show the logical progression of all activities required to complete the work defined in the Contract Documents. Activity information shall include activity ID, description, duration, early start and finish dates, late start and finish dates, total float, and responsibility.

1. 90-Day Schedule. The 90-Day Schedule shall provide all necessary detail for procurement, construction and submittal activities required during the first 90 days of the Period of Performance. This submittal shall include a Time Scaled Logic Diagram.
2. Project Schedule, as described above.
The Project Schedule shall cover the entire Period of Performance.
3. Schedule Updates. The Contractor shall update the 90-Day Schedule or the Project Schedule to reflect actual construction progress of all work activities on the project. Updates shall show the previous 30 days progress and a 60-day projection for all work started, completed, or in progress during this three month window.
The Project Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Project Manager before the payment of the progress pay estimate is approved.
Each of the diagrams, charts, and reports shall comply with the requirements for the Project Schedule above, except that they shall also include the actual completion dates and percentages of completion for the appropriate activities.

- (c) Bar Chart. The Bar Chart shall be time scaled and shall show the following:
1. The prominent features, as listed in the Contract Documents.
 2. Any feature not listed in the Contract Documents that the Contractor considers a controlling factor for timely completion.
 3. The number of days required to complete each feature and its relationship in time to other features.
 4. Sufficient space for each feature to permit two additional plots parallel to the original time span plot.

5. The anticipated delivery dates for equipment or materials in any feature that could affect timely completion of the project.
6. Critical completion dates for any activity within any feature that could affect timely completion of the project.
7. Connecting lines between features that show the intended progression of activities.

The Project Schedule shall cover the time from the Day of Notice to Proceed to the predicted completion date. The Project Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Project Manager before the payment of the progress pay estimate is approved. The Contractor shall provide a copy of the original bar chart showing, for each feature, the days actually worked and the anticipated days required to complete.

(d) Project Coordination. The Contractor shall coordinate and schedule its work to include anticipated utility work. Various City and private utility entities may be working to install and/or inspect their utilities within the Project area. Reasonable delays should be expected for utility lowering, relocations and placement. These delays shall not be reason for granting any monetary change or performance time alteration to the Contract. As a minimum, the Contractor's Project Schedule shall reflect coordination with the following:

1. City of Colorado Springs City Engineering Division
2. City of Colorado Springs Traffic Engineering Division
3. Colorado Springs Utilities (water, wastewater, gas, electric)
4. City of Colorado Springs Parks, Recreation and Cultural Services Department
5. Private Utility and Telecommunication Companies

(e) Contractor Early Finish or Voluntary Acceleration. Early finish or voluntary acceleration of the schedule by the Contractor is acceptable provided:

1. At the time the Contractor submits the Project Schedule indicating an early finish or voluntary acceleration, the City is notified in writing of actions on the City's part necessary to accommodate the change(s).
2. The City agrees to such change(s) in writing.
3. The City is compensated by the Contractor for any inconvenience or expense associated with the change(s).
4. There is no increase to Contract cost.

A Job Progress Narrative Report shall be submitted bi-weekly as a minimum and with all Project Schedule updates. It shall detail the description of job progress, problem areas, current and anticipated delaying factors and their anticipated effects, impacts to job milestones or Project completion, any corrective action proposed or taken, and any minor revisions to the Project Schedule. If the Job Progress Narrative Report indicates problem areas and impacts to job milestones or Project completion, a revised Project Schedule shall also be submitted as specified below.

Revision of the Project Schedule may be required, as determined by the Project Manager, for: a major revision in the schedule logic or methods of construction; the addition, deletion, or revision of activities required by Contract modification; delays in milestones or the completion of the Project; or for prosecution of work that revises the phasing or staging which is represented on the

plans or on the progress schedule. If in the opinion of the Project Manager, the Contractor falls behind the approved Project Schedule, the Contractor shall take steps necessary to improve Project progress, including those steps that may be required by the Project Manager, without additional costs to the City. In those circumstances where the Contractor is behind schedule, the City may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned and to submit such changes and revisions to the Project Schedule to the Project Manager for approval that will demonstrate how the approved rate of required progress will be regained. Failure of the Contractor to comply with the requirements of the Project Manager under this subsection shall be grounds for a determination by the City that the Contractor is not prosecuting the work with sufficient diligence to ensure timely completion of the Contract as required.

If it is determined that a revision to the Project Schedule is required, it shall be provided to the Project Manager for review within 15 Calendar Days of Contractor receiving written notification of the requirement from the Project Manager. The Project Manager's review of the revised schedule will not exceed 5 working days. Revisions required as a result of the Project Manager's review shall be submitted within 5 working days. When accepted by the Project Manager in writing, the revised schedule shall become the Project Schedule.

The Contractor shall participate in the Project Manager's review and evaluation of the submittals. Meetings will be held to review progress and planning when requested by the Project Manager or Contractor. The Project Manager may request additional project scheduling information and documentation as deemed necessary, including reports and other information that may be reasonably generated using CPM software if required by the Contract.

The Contractor shall prosecute the work according to the Project Schedule. The Contractor shall be responsible for assuring that its subcontractors, suppliers, and engineers/surveyors, at any tier, also prosecute the work according to the Project Schedule. The City shall be entitled to rely on the Project Schedule for planning and coordination.

Acceptance of the Contractor's Project Schedule by the Project Manager is not to be construed as relieving the Contractor of obligation to complete the Contract work within the Contract time allowed for the portion of the work or the entire Contract, or granting, rejecting or in any other way acting on the Contractor's request for extension of Contract time, or claims for additional compensation.

All costs relating to preparation, submittal, and acceptance of the Project Schedule, reports and revisions, and all requirements of this subsection will not be paid for separately, but shall be included in the work.

Failure of the Contractor to comply with the requirements of this subsection may be grounds for a determination by the Project Manager that no further progress payments are to be made until the Contractor is in full compliance.

104.02 SCHEDULE OF VALUES

Promptly following the execution of the Contract Documents for all Firm Fixed Price, lump sum Contracts, the Contractor shall prepare and transmit to the Project Manager two copies of an itemized Project cost breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit and overhead of each item complete in place. The total cost of all the items shall equal the Contract price for

the Project. This breakdown, once approved by the Project Manager, will be used primarily in determining payment due the Contractor as provided herein. If, in the opinion of the Project Manager, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

For Contracts executed on a fixed unit price basis, payment shall be made based on the actual number of units installed or performed that are complete, however, payment shall not exceed the total Contract amount unless previously approved by Change Order.

104.03 SURVEYS

Unless otherwise specified in the Contract Documents, the City will furnish all site surveys, easements, pipeline licenses, etc., necessary to authorize construction of any permanent works required in the Contract, where such work is to be done on property other than the City's.

The Project limits of construction shall be within the public right-of-way and/or City easements. The Contractor shall not trespass on premises outside of the limits of construction for this Project, unless permission to do so is granted by the property owner in writing. Copies of any such grant shall be furnished to the City prior to the performance of any work outside the limits of construction.

104.04 SUBCONTRACTS

The Contractor will be permitted to subcontract a portion of the Contract; however, the Contractor shall perform work amounting to 30 percent or more of the original total cost of proposal items. Any items designated in the Contract as "specialty items" may be performed by subcontractor. The cost of "specialty items" so performed by subcontractor may be deducted from the original total cost of proposal items before computing the amount of work required to be performed by the Contractor.

The calculation of the percentage of subcontracted work shall be based on the Contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial Contract item will be verified by the Project Manager. For the purpose of calculating the value of subcontracted work, the cost of procuring materials and manufactured products can be included in either the Contract or subcontract. However, when a firm both sells material to a Contractor and performs the work of incorporating the materials into the Project, these two phases shall be considered in combination and as constituting a single subcontract.

The Contractor shall as soon as practical after signing the Contract notify the Project Manager in writing, giving the names and qualifications, of all subcontractors proposed to do work on the Project within fifteen (15) business days of notice of award. The City shall have the right to reject subcontractors who are debarred or suspended from doing business with the federal government, State government, or the City of Colorado Springs. The Contractor shall notify the Project Manager of each subcontract he awards, giving:

- (a) Name, address, and telephone number of the subcontractor
- (b) Branch of work covered
- (c) Total price of subcontract
- (d) Date of subcontract

It shall be the responsibility of the Contractor to file with the Project Manager copies of applicable permits and licenses required to do the subcontracted work. Subcontracts or transfer of Contract obligations shall not release the Contractor of liability under the Contract and bonds.

104.05 OTHER CONTRACTS

The City may undertake or award other Contracts for additional work at or near the site of the work under this Contract. The Contractor shall fully cooperate with the other Contractors and with City employees and shall carefully adapt their scheduling and performance of the work to accommodate the additional work, heeding any direction that may be directed by the Project Manager. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor.

SECTION 105 CONSTRUCTION SITE

105.00 LANDS TO BE USED FOR WORK

The Contractor shall confine the work activities to the area shown in the construction drawings. The Project Manager will furnish the Contractor with copies of all executed right of way (ROW) and easement documents for the Project. The established work zone shall be marked and secured with orange safety fence. Any additional work area required within adjoining private properties must be acquired by the Contractor by written permission from the property owner. The Contractor shall restore any damage or disruption to other properties utilized in the performance of this Project to an equal or better than pre-construction condition at no cost to the City. The Contractor shall indemnify and hold the City harmless from any claims or losses from damage or disruption of private property.

Contractor shall provide, at its expense and without liability to the City, any additional land and access thereto that may be required for temporary construction facilities or for storage of materials. All such costs will be considered incidental to the work and will not result in additional cost to the City. Contractor personnel shall not unnecessarily enter upon private property without the express written consent of the landowner. The Contractor shall provide the Project Manager with a copy of the written permission. The Contractor shall indemnify and hold the City harmless from any claims or losses related to Contractor trespassing.

105.01 STORAGE OF MATERIALS

The Contractor shall confine its equipment, apparatus, the storage of materials and operations of Contractor's workmen to limits indicated by law, ordinances, permits, or directions of the City and shall not encumber the Project site with materials or equipment not necessary for the Project.

105.02 LOADING OF STRUCTURES

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the structure's safety. The Contractor shall enforce the Project Manager's instructions regarding signs, advertisements, fires, and smoke.

105.03 SANITARY PROVISIONS

The Contractor shall provide and maintain on the construction site at all times suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. All

toilet facilities shall be subject to the approval of the El Paso County Public Health Department. All portable toilet facilities for this Project shall be kept on City or State right-of-way as directed by the Project Manager.

105.04 ACCIDENT PREVENTION

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall submit to the City an acceptable, comprehensive Safety Plan for review prior to commencement of the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- a) All persons on or about the Site or who may be affected by the Work;
- b) All Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- c) Other property at the site or adjacent thereto, including buildings, real property, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of the Work.

Notwithstanding the foregoing, the City reserves the right to direct the Contractor to stop work and correct an unsafe condition at any time that any person present at the job site identifies any unsafe condition or action. For this purpose only, any person at the job site is authorized to act on behalf of the City, but such intermittent delay shall not be grounds for an increase in the Contract price or schedule.

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all Federal, State and Municipal laws and any other codes relating to the public safety, shall be strictly observed, and the Contractor shall, at all times, whether or not so specifically directed by the Project Manager, take the necessary precautions to ensure the protection of the public.

Piling, sheeting and shoring shall be utilized where required to prevent any excessive widening or sloughing of a trench which may be detrimental to human safety, traffic flow, a pipe being placed, trees, or to any existing structure.

Excavated materials shall be placed a safe distance from the sides of the trench. Heavy equipment shall not be used or placed near the sides of a trench unless the trench is adequately braced.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the structure's safety.

The Contractor shall designate a qualified and experienced safety representative at the Work site(s) whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety plans and programs.

105.05 PROTECTION OF THE PUBLIC WORKS AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all

reasonable precautions to protect the City's property from injury or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City resulting from lack of reasonable protective precautions except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City. The Contractor shall check all cautionary signs at least once a day during this Contract.

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising in connection with this Contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by its operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against itself or the City on account of damage inflicted by its operations, and shall pay any judgments awarded to cover such damage and shall indemnify the City for any losses arising out of such damage or related claims.

The Contractor shall be responsible for the restoration of all existing surface or subsurface improvements damaged as a result of construction at no additional cost to the City.

105.06 PUBLIC ROADS

The Contractor in executing the work on this Project shall not unnecessarily impede or interfere with traffic on public highways or streets. Detours, including surfacing, guard rails, temporary bridges and culverts, as may be shown on the drawings, or ordered by the Project Manager to accommodate the general public, residents adjacent to the improvements, and the United States mail shall be provided and maintained by the Contractor in a good workmanlike manner. Any call out of City Barricade Crews shall be charged to and paid for by the Contractor.

All work done within the public right-of-way and/or easements requires a Traffic Control Plan approved by the City Traffic Engineering Division.

The Contractor shall provide and maintain in place all barricades, warning signs, lights and other safety devices required to protect the work, divert traffic, and warn pedestrians of open excavation, unfilled trenches, and other areas or conditions which might be hazardous or dangerous. Detour routings must first be submitted to the City Traffic Engineer for review and approval and shall be signed for the entire route of the detour as required to return the traffic to their street or origination. Detours shall be maintained throughout the period of construction in such a manner as to provide the least amount of disruption to normal traffic flow.

All signing and barricading shall conform to the latest editions of the following:

- (a) Manual of Uniform Traffic Control Devices for Street and Highways (MUTCD)
- (b) City of Colorado Springs Traffic Signage and Markings Manual
- (c) City of Colorado Springs Construction Traffic Control Manual

The City Traffic Engineer may require flag persons or off-duty police officers for traffic direction.

105.07 PROTECTION OF EXISTING CURBS, GUTTERS AND DRIVEWAYS

The Contractor shall exercise care in protecting existing curbs, gutters and driveways. Curbs, gutters and driveways damaged by the Contractor's operations shall be removed and replaced by the Contractor at Contractor's expense.

105.08 PROTECTING AND REMOVING PLANTINGS

The Contractor shall protect all existing trees, shrubs and other plantings from above ground and root structure damage during the construction activities. Plantings which are considered to be slightly damaged shall be properly pruned and sealed according to accepted nursery practices. Contractor shall be liable for the costs of any unnecessary damage to plants or trees as determined by the Project Manager. Where plantings are in conflict with new work, as determined by the City Forester (plantings in the public right-of-way) or by the inspector or owner (plantings on private property), the Contractor shall at his expense remove the planting. The Contractor shall coordinate with the City Forester prior to working in the vicinity of plantings in the public right of way.

In all cases, the proper planting season shall be observed to assure proper establishment and growth of the plantings.

Tree branches shall be trimmed back to the trunk, all around, to a minimum height of 8' above the adjacent walkway. Work shall be done only by a licensed Tree Service as provided in City Code Chapter 2, Article 3, Part 3.

105.09 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall make every effort to minimize the inconvenience to property owners and to the traveling and pedestrian public, and shall conduct the Work to minimize obstruction to traffic and inconvenience to property owners affected by the Work.

The Contractor shall notify and coordinate the closing and construction of the driveways, curb, gutter and sidewalks with the Project Manager and the adjoining property owners in advance of Work in writing. The Contractor shall provide 72 hours written notice in advance of any construction that may affect access, parking and/or existing structures, including fences adjacent to that property.

Suitable access and parking will be maintained at all times. Access may be limited to half the existing driveway width for limited periods during concrete driveway and street construction. An additional verbal notice shall be provided to each business or property owner 30 minutes prior to the actual access drive closure.

Relocating of fences and structures shall be coordinated with property owners and shall include miscellaneous items including, but not limited to, utility services, street signs and mailboxes, sod replacement, sprinkler system modifications, control boxes, railroad tie walls, etc. If no such items are specifically included in the Contract, these items will be considered incidental to the work and are to be included in the unit prices. The Contractor shall coordinate the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer.

105.10 FAILURE TO MAINTAIN SAFE SITE

If the City becomes aware of failure to comply with applicable safety regulations, the Project Manager may inform the Contractor who shall take immediate steps to remedy the noncompliance. The Project Manager shall give written notification to the Contractor directing it to correct the unsafe acts or conditions. If the Contractor fails to comply with such a notification, the Project Manager may issue a Stop Work order in accordance with this Contract, and work shall only be resumed after adequate corrective actions have been taken to correct the safety deficiencies the Contractor has been notified of. Stoppage of work because of noncompliance with prescribed accident precaution measures shall not be considered a changed condition or changes in work, nor reason for extension of completion time.

In case of injury to persons or property by reason of failure to erect and to maintain necessary barricades, safeguards, and signals, or by reason of any act or omission of the Contractor, or Contractor's subcontractors, agents, or employees, during the performance of this Contract, the City may withhold payments due the Contractor so long as shall be reasonably necessary to indemnify the City on account of any such injuries, but the City's payment or failure to pay any sum shall not be considered a waiver of its right to indemnity under the this Contract.

105.11 EROSION AND DRAINAGE CONTROL

Contractor shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the work per the latest revision of the City of Colorado Springs Drainage Criteria Manual, Volume II. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.

The Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris or other substances resulting from this work. Contractor shall be required to clean up and isolate such materials on a continuing basis to prevent risk of washing into such drainage ways.

Should the affected areas of the Project exceed one acre, a Stormwater Discharge Permit shall be required. Affected area includes excavations, material stockpiles and areas where equipment and vehicles disturb the ground. An exact definition of the affected area should be obtained from the Colorado Department of Public Health and Environment (CDPHE).

105.12 POLLUTION

The Contractor shall at all times ensure compliance with applicable Federal, State, and Municipal air, water, and noise pollution laws and ordinances. The Contractor shall at all times have the proper sprinkling equipment available and shall apply water in the amount determined by each site condition or as directed by the Project Manager. The Contractor shall obtain all necessary permits at Contractor's expense, which may include, but not be limited to, El Paso County or a State Air Emission permit, State of Colorado Construction Activity permit, State of Colorado Dewatering permit and Section 404 Corp of Engineers permit, unless otherwise specified in the RFP.

105.13 TEMPORARY CONSTRUCTION

All temporary facilities, including the Contractor's field office which it may maintain at the site, and additional offices erected by subcontractors, shall be neatly constructed and arranged on the site

in an orderly manner. The Contractor shall prepare and submit to the Project Manager, for approval prior to starting work, a construction plan layout, showing arrangement of storage areas, temporary buildings, equipment, and work areas. The Contractor shall provide suitable weather-tight storage sheds of capacity required to contain all materials which might be damaged by storage in the open. The Contractor shall at all times keep copies of all Contract Documents readily accessible at its office at the site.

105.14 TEMPORARY WATER SUPPLY

The Contractor shall provide, at Contractor's own expense, temporary water connections and water supply necessary for the prosecution of the work and permit all contractors on the work to use this supply at a reasonable prorated charge, or by sub-metering. The Contractor shall pay for all water consumed in the work, and shall arrange with Colorado Springs Utilities for temporary connections and payment of service charges. Upon completion of the Contract work, all temporary waterlines shall be removed. The City will devise a method and plan to monitor and enforce the proper use of temporary water. The City will inspect for compliance.

105.15 TEMPORARY ELECTRICITY

The Contractor shall arrange with the Colorado Springs Utilities for temporary electricity necessary for the prosecution of the work. The Contractor shall pay for all electric current consumed, and shall permit all contractors on the work to use this supply at a reasonable prorated charge, or by sub-metering.

105.16 TEMPORARY HEAT

The Contractor shall provide adequate, temporary heat required during construction. Until the building or work area is enclosed, heavy tarpaulin shall be used to enclose any space requiring heating or protection from weather during construction operations. After the heating plant is in operating condition and the building is enclosed, heat may be provided from the permanent heating plant if such is approved by the Project Manager. In such case, the Contractor shall arrange to operate the plant, connect permanent or temporary radiation or unit heaters, and so maintain the plant during operation that it will be turned over to the City undamaged at the completion of the work. The Contractor shall provide all fuel required. In no case shall salamander heating be used in finished or plastered surfaces; instead, gas-steam radiators, unit heaters, or other suitable and approved means shall be used if the permanent heating plant is not available. This applies only to structures. It does not apply to road improvements or other outdoor improvements.

105.17 TEMPORARY ENCLOSURES

The Contractor shall provide and maintain temporary enclosures for the work as may be required to permit continuation of interior work during inclement weather, if wall and roof construction has progressed sufficiently to make interior work possible. This applies only to structures. It does not apply to road improvements or other outdoor improvements.

105.18 CLEAN-UP

The Contractor shall at all times keep the work area including storage and staging areas, free from accumulations of waste materials. The Contractor is also responsible for any costs associated with cleanup of debris from the work site or storage areas that may inadvertently be

scattered outside the area by weather or vandalism. Upon completion of the work, the Contractor shall leave the work area in a clean neat and orderly condition satisfactory to the Project Manager.

SECTION 106 ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS

106.00 ROYALTIES AND PATENTS

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof except that the City may be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.

SECTION 107 WORK PROVISIONS AND RULES

107.00 COMMENCEMENT AND COMPLETION OF WORK

- (a) Preconstruction Conference. After issuance of Notice to Proceed, or as otherwise established by the City, a preconstruction conference ("Preconstruction Conference") shall be held for review of the construction schedule, Contractor's written list of subcontractors and suppliers, written list of all required permits, project contracts, utility support plan, water control plan, Traffic Control Supervisor name and telephone number, gradations, test results, certifications, review procedures for handling shop drawings and other submittals, processing applications for payment, and other pertinent items.
- (b) At the Preconstruction Conference, the Contractor shall furnish the Project Manager a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started.
- (c) The Contractor shall commence work within ten (10) Calendar Days of the date specified on the Notice to Proceed and complete the Contract within the number of Calendar Days or by the date specified in the proposal form. Unless otherwise noted in the Contract, the number of days are Calendar Days.
- (d) The dates fixed for commencement and completion of the work may be extended by the Project Manager. All requests for extension of time by the Contractor shall be made in writing to the Project Manager and shall set forth the reasons for such requests. The Project Manager may fix the period of extension, if any. In addition, the Project Manager may grant a period of extension upon an execution of a Change Order. Any Project Manager's decision on extensions of time shall be binding upon the parties hereto. Requests for extension of time received twenty (20) or more days after the occurrence of the delay will not be honored. No requests for extension of time shall be honored if submitted after the completion date.
- (e) If satisfactory execution and completion of the Contract shall require work or materials in greater amounts or quantities other than those set forth in the Contract, then the Contract time may be adjusted at the time of the execution of the Change Order. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

107.01 FAILURE TO COMPLETE WORK ON TIME, LIQUIDATED DAMAGES

If the Contractor fails to fully perform and complete the work in conformity to the provisions and conditions of the Contract within the specified time limit set forth in the Contract, including any extensions granted hereto, the Contractor may be subject to a stop work order, as provided in this Contract. In addition, the Contractor shall pay to the City for each Calendar Day of delay until such time the Contract is complete, liquidated damages at the applicable daily rate below. The amounts shown are considered to be liquidated damages to reimburse the City for the additional cost of construction engineering and Contract administration services and in no case are considered a penalty.

Original Contract Amount	Amount of Liquidated Damages Per Day
Less than \$50,000	\$300.00
\$50,000 to \$100,000	\$500.00
\$100,000 to \$500,000	\$700.00
\$500,000 to \$1,000,000	\$900.00
Over \$1,000,000	\$1500.00

107.02 WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing, or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to permission of the Project Manager.

The granting of a time extension for inclement weather does not imply or guarantee that additional compensation for incidental and appurtenant work caused by such weather will be approved or authorized by the Project Manager. Weather delays that can be reasonably anticipated shall not result in increased cost to the City. The Project Manager will be the sole judge as to the reasonableness of delays for inclement weather.

107.03 EXCUSABLE DELAYS

The Contractor's right to proceed will not be terminated, and the Contractor will not be charged with damages, for delays in completing the work that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

- (a) Acts of God or of the public enemy,
- (b) Acts of the government in either its sovereign or Contractual capacity,
- (c) Acts of another contractor in the performance of a contract with the government,
- (d) Fires,
- (e) Floods,
- (f) Epidemics,
- (g) Quarantine restrictions,
- (h) Strikes of employees other than Contractor's employees,
- (i) Freight Embargos,
- (j) Unusually severe weather, or
- (k) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers.

107.04 COMPENSATION FOR COMPENSABLE DELAYS

If the Project Manager determines that a delay is compensable in accordance with the Contract, monetary compensation will be determined in accordance with this subsection.

- (a) These categories represent the only costs that are recoverable by the Contractor. All other costs or categories of costs are not recoverable:
1. Actual, reasonable wages and benefits, including FICA, paid for additional non-salaried labor;
 2. Reasonable and actual costs for additional bond, insurance and tax;
 3. Increased, reasonable, and actual costs for materials;
 4. Reasonable equipment costs calculated in accordance with the current edition of the Rental Rate Blue Book of Rental Rates for Construction Equipment for Contractor-owned equipment and based on invoice costs for rented equipment;
 5. Reasonable and actual costs of extended job site overhead;
 6. Reasonable subcontractor's claims (the same level of detail as specified herein is required for all subcontractors' claims)
 7. An additional 10 percent will be added to the total of items (1), (2), (3), (4), (5), and (6) as compensation for items for which no specific allowance is provided, including profit, overhead, and general and administrative expenses.
- (b) In adjustment for costs as allowed above, the City will have no liability for the following items of damages or expense:
1. Profit in excess of that provided in (a) above;
 2. Loss of profit;
 3. Additional cost of labor inefficiencies in excess of that provided in (a) above;
 4. Home office or other overhead or general and administrative expenses in excess of that provided in (a) above;
 5. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency;
 6. Indirect costs or expenses of any nature in excess of that provided in (a) above;
 7. Attorney's fees, claim preparation fees, and expert fees.

All costs claimed must be documented and accompanied by a written certification from the Contractor.

107.05 EMERGENCY WORK

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Project Manager, hereby permitted to act at Contractor's discretion to prevent such threatening loss or injury. Contractor shall also act, without appeal, if so authorized or instructed by the Project Manager. Any reasonable compensation claimed by the Contractor on account of emergency work shall be determined by mutual agreement or in accordance with the Changes provision of this Contract.

107.06 VALUE ENGINEERING CHANGE PROPOSALS BY THE CONTRACTOR

The Contractor is encouraged to develop and offer proposals for improved construction techniques, alternative materials and other innovations. Proposals must provide a project comparable to the City's original design either at lower cost, with improved quality, or both. If a Value Engineering Change Proposal (VECP) Proposals shall be submitted only after contract

award. If a VECP is rejected, the work shall be completed in accordance with the Contract at the Contract price. The Contractor shall have no claim against the City for compensable or noncompensable delay to the Contract based on the failure to respond to a VECP.

The Contractor may submit either a full VECP or a preliminary Conceptual VECP, followed by a full proposal. The City Engineer will provide timely review of all VECPs and advise the Contractor whether the VECP is complete or incomplete. When the VECP is complete, the Project Manager will advise the Contractor of either the approval of the VECP or the reasons for rejection of the VECP.

Cost savings generated to the Contract as a result of VECPs offered by the Contractor and accepted by the Project Manager shall be shared equally between the Contractor and the City.

If the Project Manager determines that the time for response indicated in the submittal under item (c)5 below is insufficient for review, the Contractor will be promptly notified. Based on the additional time needed by the Project Manager for review and the effect on the Contractor's schedule caused by the added time, the Project Manager will evaluate the need for a non-compensable time adjustment to the Contract.

(a) VECPs that will be considered are those that would produce savings to the City or provide improved Project quality without impairing essential functions and characteristics of the Project. Essential functions include but are not limited to: service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.

(b) *Submittal of Conceptual Proposal.* For VECPs that require a significant amount of design or other development resources, the Contractor may submit an abbreviated conceptual proposal for preliminary evaluation. The Project Manager will evaluate the information provided and advise the Contractor if any conditions or parameters of the conceptual proposal are found to be grounds for rejection. Preliminary review of a conceptual proposal reduces the Contractor's risk of subsequent rejection but does not commit the City to approval of the full VECP. The following information shall be submitted for each conceptual proposal.

1. A statement that the proposal is submitted as a conceptual VECP.
2. A general description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on cost, service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
3. A set of conceptual plans and a description of proposed changes to the Contract specifications.
4. An estimate of the anticipated cost savings or increase.
5. A statement specifying:
 - a. when a response to the conceptual proposal from the City is required to avoid delays to the existing contract prosecution,
 - b. the amount of time necessary to develop the full Proposal,
 - c. the date by which a Change Order must be executed to obtain maximum benefit from the VECP, and
 - d. the VECP's impact on time for completing the Contract.

(c) *Submittal of Full Value Engineering Change Proposal.* The following materials and information shall be submitted with each VECP.

1. A statement that the proposal is submitted as a VECP.
2. A description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
3. A complete set of plans and specifications showing the proposed revisions relative to the original Contract. This portion of the submittal shall include design notes and construction details. The proposed plans and specifications shall be signed and sealed by the Contractor's engineer.
4. A complete analysis indicating the final estimated costs and quantities to be replaced by the VECP compared to the new costs and quantities generated by the VECP. All costs and proposed unit prices shall be documented by the Contractor.
5. A statement specifying the date by which a Change Order must be executed to obtain the maximum cost reduction during the remainder of the Contract.
6. A statement detailing the effect the VECP will have on the time for completing the Contract.
7. A description of any previous use or testing of the proposed changes and the conditions and results. If the VECP was previously submitted on another City project, the VECP shall indicate the date, Contract number, and the action taken by the City.
8. An estimate of any effects the VECP will have on other costs to the City.
9. A statement of life cycle costs, when appropriate. Life cycle costs will not be considered as part of cost savings but shall be calculated for additional support of the VECP. A discount rate of four percent shall be used for life cycle calculations.
10. A statement specifying when a response from the City is required to avoid delays to the prosecution of the Contract.

(d) *Evaluation.* VECPs will be evaluated in accordance with the following:

1. The Project Manager will determine if a VECP qualifies for consideration and evaluation. The Project Manager may reject any VECP that requires excessive time or costs for review, evaluation, or investigations. The Project Manager may reject proposals that are not consistent with the City's design policies and criteria for the Project.
2. VECPs, whether or not approved by the City, apply only to this Contract and become the property of the City. VECPs shall contain no restrictions imposed by the Contractor on their use or disclosure. The City has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the Proposal. The City retains the right to utilize any accepted VECP or part thereof on other projects without obligation to the Contractor. This provision is subject to rights provided by law with respect to patented materials or processes.
3. If the City is able to demonstrate that it is already considering certain revisions to the Contract, prior to receipt of the VECP, or has approved certain changes in the Contract for general use that are subsequently proposed in a VECP, the Project Manager will reject the VECP and may proceed to implement these changes without obligation to the Contractor.
4. The Contractor shall have no claim against the City for additional costs or delays resulting from the rejection or untimely acceptance of a VECP. These costs include but are not limited to: development costs, loss of anticipated profits, increased material or labor costs, or untimely response.
5. VECP will be rejected if equivalent options are already provided in the Contract.
6. VECP that only reduce or eliminate Contract pay items will be rejected.

7. The savings generated by the VECP must be sufficient to warrant a review and processing, as determined by the Project Manager.
 8. A VECP changing the type or thickness of the pavement structure or changing the design of a bridge will be rejected.
 9. Additional information needed to evaluate VECPs shall be provided in a timely manner. Untimely submittal of additional information will result in rejection of the VECP. Where design changes are proposed, the additional information shall include results of field investigations and surveys, design and computations, and changed plan sheets required to develop the design changes.
- (e) *Payment.* If the VECP is accepted, the changes and payment will be authorized by a Change Order. Reimbursement will be made as follows:
1. The changes will be incorporated into the Contract by changes in quantities of unit items, new agreed unit price items, or both, as appropriate, under the Contract.
 2. The Price of the contract will be revised to reflect the changes in the VECP. The City will pay the Contractor 50 percent of the savings to the City upon completion of the Project. The savings to the City shall be the difference between the cost of the revised work and the cost of the related construction required by the original Contract computed at Contract prices.
 3. Costs incurred by the Contractor for development, design, and implementation of the VECPs will not be reimbursed.
 4. When work performed under an approved VECP is modified to fit field or other conditions, the maximum amount paid for the work will be limited to that which would have been paid if the work had been performed under the original Contract provisions. The rejection or limitation of reimbursement shall not constitute the basis of any claim against the City for delay or for other costs except as allowed under the original Contract.

107.07 AUTHORITY OF THE PROJECT MANAGER

The Project Manager will decide all questions regarding the quality and acceptability of materials furnished, work performed, and the rate of progress of the work, all interpretation of the plans and specifications, and the acceptable fulfillment of the Contract. The Project Manager will perform technical inspection of the work and shall have authority to reject all work and materials which do not conform to the Contract.

The Project Manager has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract or for the convenience of the City. The Project Manager may order the Contractor, by giving ten (10) days written notice, to suspend, delay, or interrupt all or any portion of the work required by the Contract for a period of up to (10) ten Calendar Days at no additional cost to the City. The Project Manager may immediately stop the work when it is determined that the public's safety and welfare is in jeopardy.

The Project Manager will, within a reasonable time after their presentation to the Project Manager, make decisions in writing on all claims submitted to the City by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The Project Manager's decisions shall be final.

107.08 DUTIES OF THE INSPECTOR

Inspectors employed by the City are authorized to inspect all work done and materials furnished. Any such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. An inspector is not authorized to alter or waive the provisions of the Contract. An inspector is not authorized to issue instructions contrary to the provisions of the Contract or to act as foreman for the Contractor.

107.09 CONSTRUCTION OBSERVATION AND INSPECTION

The Project Manager shall at all times have access to the work, and the Contractor shall provide proper equipment, materials and labor as required for such access and inspection.

All equipment, material, and articles incorporated into the work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. The Project Manager shall have the right to reject materials and workmanship, which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises and replaced without charge to the City. If the Contractor does not correct such rejected work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Project Manager at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish necessary facilities, labor and materials. If such work is found to be defective in any material respect due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual, reasonable cost of labor and material necessarily involved in the examination and replacement, plus ten (10) percent, will be allowed the Contractor.

All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Project Manager.

If the Project Manager points out to the Contractor, Contractor's foreman, or agent any neglect or disregard of the Contract provisions, such neglect or disregard shall be remedied and further defective work be discontinued immediately.

The Contractor shall execute the work only in the presence of the Project Manager or authorized representative, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Project Manager or authorized representative shall in no way relieve the Contractor of any responsibility under this Contract.

The observation of the work by the Project Manager is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the Contract provisions. Such observation, however, shall not relieve the Contractor from any of Contractor's Contract obligations.

107.10 CONTRACTOR COOPERATION

All work under this Contract shall be performed in a skillful and professional manner. The Project Manager shall have the authority to order the Contractor to remove from the work site any employee the Project Manager deems incompetent, careless, or otherwise objectionable to the general public or the City by notify the Contractor of such order in writing.

- (a) Workmen, Methods and Equipment: Permission from the Project Manager to use any particular methods, equipment or appliances shall not be so construed as to relieve the Contractor from furnishing other equipment or appliances or adopting other methods when those in use prove unsatisfactory to the Project Manager, or as to bind the Project Manager to accept work which does not comply with the Contract.

107.11 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the work is accepted by the Project Manager as evidenced by the issuance of the Certificate of Completion, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof.

The Contractor shall be responsible for the preservation of all public and private property, trees, fences, monuments, and other property, along and adjacent to the improvements and shall use suitable precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, such property will be restored by the Contractor and at Contractor's expense to a condition similar, or equal to that existing before such damage or injury to the satisfaction of the City's Project Manager.

It shall be the responsibility of the Contractor, when moving or operating equipment, to make all arrangements for temporary crossings of telephone, transmission, pipe lines, railroad tracks, and irrigation ditches. This work shall not be paid for as a separate item but shall be considered as incidental to the project.

107.12 PROTECTION OF UTILITIES

The Contractor's attention is directed to the fact that utilities may encroach on the construction of this Project, and also to the importance of protecting all public/private utilities encountered on this project. These may include telecommunications, cablevision, traffic signal lines, power lines, water lines, sewer lines, gas lines, railroad tracks, and other overhead and underground utilities.

The City does not warrant any survey work or location of utilities or other underground apparatuses whether performed by the City, its agent, or an independent contractor. Contractor understands and agrees any survey or location work performed by the City, its agent, or other independent contractor is provided for guidance purposes only, so as to show the approximate location of underground utilities or apparatuses. Contractor understands the existence or exact location of underground utilities or apparatuses may not be known to the City or the design engineer of record. Contractor, therefore, agrees that it shall verify the existence and location of any underground utilities or apparatus along the route of work. Verification shall be done by potholing or using other methods which will detect the exact depth, dimensions, and location of any underground utilities or apparatus.

Contractor shall be liable for any damages, loss, or claims of whatsoever kind caused by its failure to pothole or use other methods of identifying the exact depth, dimensions, and location of any

underground utilities or apparatus. Contractor agrees that any claim of any kind whatsoever, damages, loss, lawsuit, demand, or request for equitable adjustment ("Claims"), shall be waived and the City shall be forever released and discharged from such Claims if Contractor fails to comply with its obligations under this section. Contractor agrees that if it fails to maintain all records or other evidence establishing that it potholed or otherwise determined the exact location, depth, and dimensions of all underground utilities and apparatuses, then it shall not be permitted to make any Claim arising from or related to the location of underground utilities or apparatus.

The size and location of all existing utilities as known to the Project Manager have been noted on the plans for the information and guidance of the Contractor. The Contractor shall be responsible for the location and protection of all utilities located within his working area regardless of whether or not their existence or location is shown or noted on the drawings.

It is the Contractor's responsibility to complete required work and to schedule inspections during normal working hours. The Contractor is responsible for contacting each affected utility for their inspectors' working hours. The Contractor is responsible to request an inspection two (2) working days in advance of the inspection. In the case of an overtime inspection, the request must be in writing. All overtime costs for inspection by Colorado Springs Utilities, or other utilities personnel, shall be the Contractor's expense. The City will not entertain any requests for time extensions for delays caused by the Contractor's failure to properly notify the affected utility of a required inspection or the Contractor's failure to complete the required work by the time of the scheduled inspection.

Any information concerning underground utilities shown on the drawings is intended to be merely an aid to the Contractor. The accuracy of information with respect to underground utilities is not guaranteed. The Contractor shall make their own investigation, including exploratory excavations, to determine the locations and type of existing mains or service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as building, manholes, inlets, meters and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, the Contractor shall immediately notify, verbally and in writing, the Project Manager and Owner of the utility facility.

Before any excavation is begun in the vicinity of water lines, railroad tracks, or structures, sewer lines, telecommunication conduits or cablevision line, each utility company, including Colorado Springs Utilities (if applicable), department, or company concerned must be notified in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility concerned is at the site.

All utilities encountered must be kept in operation by the Contractor and must be protected and/or repaired at the Contractor's own expense, unless otherwise specified in the Contract documents. The Contractor shall be held liable for all damages to any and all public utilities encountered on the project, which damages are due to the Contractor's operations. Such damages shall include all physical damages to utilities and also all damages due to interruption of service of such utilities, when such damages and interruptions are caused by the Contractor's operations.

Where alterations or moving of utilities is not required to permit construction of the project, the Contractor shall take such measures as the Project Manager may direct to properly protect these utilities throughout his construction operations and shall cooperate at all times with the proper authorities and/or owners in maintaining service of railroads, conduits, pole lines, transmission lines, pipe lines, sewers, etc., affected by this project.

The costs of damages due to the Contractor's operation shall not be allowable under this Contract and shall result in no additional cost to the City. The cost of protecting utilities where alteration or relocation is not required to permit construction of the project shall be considered as included in the original Contract price for the project and shall result in no additional cost to the City.

Should any pipe line, water lines, or gas mains, electrical conduits, sewer pipes, overhead wiring, telecommunication lines, power lines, or any other such utilities, not specifically mentioned and provided for elsewhere as a part of this Contract, have to be moved, repaired, reconditioned, or revised due to the construction, or moved temporarily to permit construction of the project the party or parties owning and operating such utilities shall perform the actual work of moving, repairing, reconditioning, or revising such utilities. Any such work would be added via change order, and the cost of this work will be borne by Colorado Springs Utilities, the utility company's involved, or other means arranged by the City.

(a) Existing Utilities

1. Existing Gas Lines: As of April 1, 1983, Federal law requires anyone who uncovers a gas line to report it to the gas company and allow it to be inspected by the gas company personnel before it is backfilled. Colorado Springs Utilities or other provider is to be notified prior to any excavation around gas lines. A Colorado Springs Utilities. or other applicable provider. inspector is to be notified and present on site prior to construction activities around gas lines.
2. Existing Sewer Mains and Services: All relocation, replacement protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Colorado Springs Utilities Wastewater Standard Specifications. Minimum 48 hours' notice must be given to Colorado Springs Utilities prior to any related work.
3. The Contractor shall adjust sanitary sewer manhole rims to an elevation acceptable to Colorado Springs Utilities. The Contractor shall contact Colorado Springs Utilities twenty-four (24) hours prior to manhole rim adjustments.
4. Existing Water Mains and Services: All relocation, replacement or protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Colorado Springs Utilities Water Standard Specifications and the Water Service Standard Specifications. Minimum 48-hour notice must be given to Colorado Springs Utilities prior to any related work. Colorado Springs Utilities reserves the right to schedule any operations at their discretion and to provide for any requirements determined necessary to perform the work. The Contractor shall coordinate with the Colorado Springs Utilities and receive their approval prior to performance of the work.

(b) Utility Support Systems:

1. If required by the Contract documents, or requested by the Project Manager, the Contractor shall submit shop drawings for the method of temporary support for all existing utilities during construction. The temporary support details for existing utilities shall be submitted for review and approval prior to performance of the work. Shop drawings must bear the seal of a Professional Project Manager registered in the State of Colorado, unless so waived by the City.
2. Regardless of City approved shop drawings, the Contractor shall be responsible for the satisfactory support of the utility system and any damages that may occur to the utility involved.

(c) Electric Utility Installation:

1. Any electric facilities unless otherwise noted are to be relocated or modified by Colorado Springs Utilities. The Contractor shall coordinate the work with Colorado Springs Utilities and Colorado Springs Utilities Contractor.

2. Light Pole Installation or Relocation:
 - i. The Contractor is responsible for coordinating with Colorado Springs Utilities, removing existing light pole foundations, constructing new light pole foundations, installing new conduits, and installing lighting junction boxes. The Contractor is responsible for coordinating with Colorado Springs Utilities for the de-energizing and removal of existing light poles.
 - ii. Colorado Springs Utilities will remove the existing light standards, reset the light standards upon completion of the new foundations, conduit and junction boxes, pulling wire, and beginning operations of the lighting within the project limits. The Contractor is responsible for scheduling and coordination with Colorado Springs Utilities crews for reinstallation and re-energizing completed light poles.
- (d) Gas Utilities: The Contractor is responsible for coordinating with Colorado Springs Utilities for the relocation of existing Gas lines. Colorado Springs Utilities will relocate the existing gas lines as necessary to install project improvements within the project limits. The Contractor is responsible for scheduling and coordination with Colorado Springs Utilities crews.
- (e) Telecommunication Agencies: Any telephone facilities unless otherwise noted are to be relocated or modified by the respective private utility company. The Contractor shall coordinate the work with the respective private utility company.
- (f) Cablevision: The television utilities are to be relocated by the cable provider. The Contractor shall coordinate the work with any affected cable provider.

107.13 FEDERAL FUNDS

If this Contract is a federally assisted construction contract all applicable federal requirements, terms and conditions, provisions and forms shall apply. Additionally, during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding a notice advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor, State of Colorado Civil Rights Commission and any other governmental agency entity which may be assisting with the funding under this Contract for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government Contracts or Federally assisted construction Contracts in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.
8. The Contractor shall include the provisions of Paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the city, state, or any federal governmental entity may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the city, the state, or the United States to enter into such litigations to protect the interests of such governmental entity.

107.14 SUPERINTENDENCE

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Project Manager and with other contractors or Colorado Springs Utilities employees in every way possible. The Contractor shall have at all times, on the work, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications, and who shall have the necessary authority to receive and promptly execute the instructions and orders from the Project Manager or the Project Manager's authorized representative. Such superintendent shall be furnished irrespective of the amount of work sublet. The Contractor shall supply the Project Manager with a list of phone numbers at which the Contractor and its superintendent and foreman can be reached at any time. The assigned superintendent must adhere to the cooperation requirements specified in this Contract and is subject to removal if so ordered in writing by the Project Manager.

107.15 PREPARATION

All vegetation, stumps, and debris and other objectionable objects shall be removed from the area staked out by the Project Manager, and where necessary from the area immediately adjacent thereto. Such debris shall be hauled from the site of the construction and wasted as directed by the Project Manager.

107.16 STAKING WORK

The Project Manager may provide reference points (horizontal and vertical control) only, unless otherwise noted in the proposal and project specifications. The Contractor shall engage the services of a licensed surveyor or surveying firm (hereinafter referred to as the Surveyor) to be approved by the Project Manager. The Surveyor shall perform all detailed construction layout and staking including the staking of all storm sewer, street improvements, and utility relocations in accordance with the plans and specifications. The Contractor shall be responsible for the correctness and accuracy of the detailed layout of finished structures.

Any instrument man or survey assistant employed on the work by the Contractor or his subcontractors, who are judged by the Project Manager to be incompetent, shall be removed from the work and replaced by a competent individual.

107.17 DEVIATION ALLOWED

Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the approved drawings or described in the Specifications. Deviations from the approved drawings and working drawings as may be required by the expediencies of construction, in all cases, must be determined by the Project Manager and authorized in writing. If the Project Manager deems it inexpedient to correct work injured or done in an unauthorized manner, an equitable deduction from the Contract price of the work done shall be made by the Project Manager subject to approval of the City Procurement Services Manager.

107.18 RIGHT-OF-WAY

The City's right-of-way will in general be adequate for construction purposes. Nothing marked on the drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the City. The City and its employees for any purpose, and other contractors of the City, for any purpose required by their respective contracts, may enter upon or occupy any portion of the land furnished by the City. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, such privileges of access or any other reasonable privilege shall be granted by the Contractor to the extent, amount, in the manner and at times necessary. No such joint occupancy or use of the territory shall be made as the basis of any claim for delay or damages.

107.19 SHOP DRAWINGS AND SUBMITTALS

The Contractor shall submit to the Project Manager all shop drawings and submittals required for the work, including those pertaining to structural and reinforcing steel within fifteen (15) Calendar Days from the date of the Notice of Award. The Contractor shall make any corrections in the drawings required by the Project Manager and resubmit the same without delay.

Three final copies of all shop drawings (if applicable), submittals (if applicable) and schedules shall be submitted to the Project Manager, who after checking will retain two copies and return one copy to the Contractor. The Project Manager's approval of shop drawings of equipment and

material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Project Manager. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work, correct operations will result.

107.20 RECORD DRAWINGS

The Contractor shall maintain an up-to-date set of Contract drawings and Contract records, legibly marked; depicting all constructed improvements at the site or as otherwise specified and shall submit a complete set labeled "Project Record" to the Project Manager upon completion of the Project.

- 1) Drawings:
 - a) Depths of various elements of foundation in relation to finish floor datum.
 - b) Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements and Project survey control.
 - c) Location of internal utilities and appurtenances concealed in the construction, referenced to permanent surface improvements and project survey control.
 - d) Field changes of dimensions and detail.
 - e) Changes made by Change Order.
 - f) Details not on original Contract drawings.
- 2) Specifications and Addenda:
 - a) Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - b) Changes made by Change Order.

107.21 MATERIALS

Unless otherwise stipulated in the Specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall furnish to the Project Manager for the Project Manager's approval, the name of the manufacturer of machinery, mechanical and other equipment, which he contemplates installing, together with their performance capacities and other pertinent information including but not limited to instruction manuals pertaining to the use and operation of such machinery, mechanical and other equipment.

When required by the Specifications, or when called for by the Project Manager, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

107.22 MATERIAL INSPECTION AT PLANT

If the Project Manager inspects the materials at the source, the following conditions shall be met:

- (a) The Project Manager shall have the cooperation and assistance of the Contractor and the materials producer.
- (b) The Project Manager shall have full entry to all parts of the plant necessary for the manufacture or production of the materials being furnished.

(c) Adequate safety measures shall be provided and maintained.

The City reserves the right to retest all materials which have been previously tested or inspected. The retesting may be prior to or after incorporation of the materials into the work. Those materials inspected and tested after delivery on the Project or after incorporation into the work that do not meet the requirements of the Contract will be rejected and replaced at no additional cost to the City.

107.23 HANDLING MATERIALS

All materials shall be handled so their quality and fitness for the work is preserved. Aggregates shall be transported to the work in vehicles constructed to prevent loss or segregation of materials.

107.24 CITY FURNISHED MATERIALS

Material furnished by the City will be made available to the Contractor at the points specified in the Contract.

The cost of handling and placing materials after they are made available to the Contractor shall be considered as included in the Contract price for the item, and shall result in no additional cost to the City.

The Contractor will be held responsible for all material received until it is incorporated into the work and accepted.

Demurrage charges resulting from the Contractor's failure to accept the material at the designated time and point of delivery will be deducted from monies due the Contractor.

107.25 BUY AMERICA REQUIREMENTS

All manufacturing processes, including the application of a coating, for all steel and iron products permanently incorporated in the work shall have occurred in the United States of America. All manufacturing processes are defined as "processes required to change the raw ore or scrap metal into the finished, in-place steel or iron product". This requirement will not prevent a minimal use of foreign steel or iron provided the total project delivered cost of all such steel and iron which includes the cost of delivering the steel and iron to the Project, does not exceed one-tenth of one percent of the total Contract cost or \$2,500, whichever is greater.

With every steel or iron product that requires pre-inspection, pretesting, certified test results, or certificate of compliance, the Contractor shall provide a certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product that every process, including the application of a coating, performed on the steel or iron product either has or has not been carried out in the United States of America. These certifications shall create a chain of custody trail that includes every supplier, distributor, fabricator, and manufacturer that handles the steel or iron product. The lack of these certifications will be justification for rejection of the steel or iron product. Upon completion of the Project, the Contractor shall certify in writing of compliance with this requirement and provide evidence of the Project delivered cost of all foreign steel or iron permanently incorporated into the Project.

107.26 TESTING OF MATERIALS

Tests and Inspections. The City will employ and pay for the services of an approved testing laboratory to perform specified services for the field testing of:

- (a) Soil Compaction Control
- (b) Cast-in-Place Concrete
- (c) Asphalt Concrete Pavement

The Contractor shall perform, or arrange for the performance, and pay all costs in connection therewith, all other tests and inspections required by the Contract documents. The Contractor shall pay for all testing laboratory services in connection with tests verifying conformance of proposed materials and installation with project requirements including, but not limited to, mix designs, riprap, gradation tests for embedment, fill and backfill materials. The City shall pay for testing laboratory services in connection with tests on materials after incorporation into the project, unless retesting of materials is necessary because of the failure of the materials to meet the Project requirements. The Contractor shall obtain the City's written acceptance of the testing laboratory before having services performed.

- 1) Requirements for Independent Testing Consultants.
 - a) Consultants shall comply with "Recommended Requirements for Independent Laboratory Qualifications", latest edition, published by the American Council of Independent Laboratories, and basic requirements of ASTM E-329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction", latest edition.
 - b) The Contractor shall submit to the City for prior approval, the name and address of the proposed testing laboratory with description of personnel, facilities, equipment and other qualification data, including certificate of calibration of applicable testing equipment made by an accredited calibrated agency no more than twelve (12) months prior to submittal date.
- 2) Test Reports
 - a) Testing agency shall be instructed to submit directly to the City three (3) copies of all reports of tests or inspections made, showing compliance, irregularities or deficiencies, identifying Project, date of test, location in Project, applicable specification section, applicable standard(s) for compliance, observations relating to compliance, name and signature of inspector.
- 3) Contractor Responsibilities
 - a) Furnish access to the work, materials, equipment and labor required to accommodate inspections and tests when testing laboratory is retained by the City. In the event retesting of materials or recompaction is necessary because of the failure of the materials or compaction to meet the Project requirements, the cost of said retesting shall be borne by the Contractor. Cost of said retest will be deducted from the final payment amount due the Contractor, or invoiced directly to the Contractor at the City's discretion.
- 4) Reliance on Technical Data

Without warranty or representation as to the accuracy or completeness of any information or data, Contractor may rely upon the general accuracy of the "technical data" contained in the reports, specifications and drawings. The "technical data" is identified in the work technical specifications, drawings and reports that are signed and sealed by a registered Professional Engineer, Architect or Landscape Architect in the State of Colorado. Except for the reliance on the general accuracy of the "technical data," Contractor may not rely upon or make any claim against the City with respect to:

 - a) the accuracy or completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences,

- and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- b) other data, interpretations, opinions, and information contained in the reports or shown or indicated in such drawings; or
 - c) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

107.27 UNANTICIPATED CIRCUMSTANCES

Contractor understands that this is a firm fixed price contract and so long as there are no changes in the scope of work or unanticipated circumstances as provided in subsection A-C below, Contractor must deliver the project for the agreed price. The parties agree that not every circumstance can be anticipated or known at the time this Contract was executed. Compensation for unanticipated circumstances, limited to subsections A –C, shall, at the City's sole discretion, be provided by the following method(s): (1) Unit prices previously approved; (2) allowing additional compensation on a time and materials method, not to exceed an agreed-to amount; (3) an agreed lump sum; and/or (4) the actual cost of:

- a) labor (including foreman and additional supervision, if necessary);
- b) materials necessary for incorporation into the Project;
- c) rental cost of construction plant and equipment used for work;
- d) Power and fuel required for operation of power equipment necessary to perform work;
- e) Contractor shall provide to the City physical evidence of all costs, including, but limited to, payroll, invoices, vouchers, estimates, bills, accounting records, or other relevant records. Contractor agrees that its failure to provide evidence of a claimed cost shall be a waiver of such cost(s) and the City shall be released and forever discharged from any claim of any kind whatsoever, loss, damages, request for equitable adjustment, or demand related thereto. Contractor further agrees that, at the City's discretion, a fixed fee, not to exceed 10% of the costs of work shall be added to such costs as compensation for the cost of management, insurance, benefits, bond, profit, and any other expenses.

To the extent unanticipated circumstances arise, Contractor shall follow the procedures and processes set forth herein and, if applicable, the Dispute Resolution provisions of this Contract. Contractor agrees that its failure to follow the processes set forth herein and the Dispute Resolution process shall forever waive, release, and discharge the City from any claim of any kind whatsoever, damages, losses, lawsuits, or demands known or unknown. Additionally, the terms "detail" or "particularity" mean specificity, providing the exact basis and reason therefor with citations to the Contract or Contract Documents. Vague or ambiguous references such as "other matters" or "other costs" shall not be permitted and are not subject to any compensation method whatsoever.

Differing Site Conditions or Changed Conditions: A differing site condition or changed condition means subsurface, latent, or unknown physical site conditions that are materially different than that which is indicated in the contract and which is not ordinarily encountered and generally recognized in the work provided for in the Contract.

Contractor understands the City must be permitted the opportunity to timely investigate all differing site/changed condition matters; document conditions as they existed on the site at the time; take measurements, photographs, witness statements and the like; negotiate a compromise resolution with the Contractor and/or subcontractors; and avoid the cost, expense and delay of formal litigation.

Upon discovering a differing site condition, the Contractor shall not disturb the conditions and immediately contact the Project Manager. Within five days of discovering the condition, the Contractor shall provide written notice to the Project Manager of the condition. The written notice shall describe the condition with particularity; provide the precise material difference of the condition from the Contract, design plans, and/or other Contract Documents; describe, in detail, how the condition is not a condition that would be ordinarily encountered and generally recognized in the work provided for in the Contract; and provide a detailed explanation, including all accounting and other evidence supporting, Contractor's losses, costs, delays, and changes in time required for performing the work. Contractor agrees that any claim, loss, damage, delay, or change in time that is not supported by evidence shall be disallowed. Contractor waives and forever releases and discharges the City from any claim of whatsoever kind, loss, damages, demand, and/or request for equitable adjustment whether known or unknown by disturbing the condition before notifying the Project Manager and by failing to provide timely detailed written notice as required herein. Any issue which is not provided for, in detail, in the written notice shall also be waived and the City shall be forever released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom.

After Contractor fully complies with the provisions in this section and after receiving the written notice, the Project Manager shall promptly investigate the condition and determine whether such condition materially differs from that indicated in the Contract Documents and whether it is a condition that would not ordinarily be encountered and generally recognized in the work provided for in the Contract. If the Project Manager determines the condition is a "differing site condition," then a Change Order shall be issued describing the differing site condition and compensation method agreed to by the parties. By signing the Change Order, Contractor agrees the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the Change Order. The parties shall also sign a document which describes in detail each condition and each claim, loss, damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.

If the Contractor disputes, disagrees with, or otherwise considers unfair any decision or ruling by the City, then Contractor shall, within 10 Calendar Days, provide the City with written notice of the dispute as set forth in the dispute section of this Contract and shall follow the dispute resolution process provided therein.

Defective or Deficient Construction Plans or Documents: A defective or deficient construction plan or document means a material error, mistake, oversight, or omission in the design plans or documents providing the specifications depicting the general and detail features of the work to be performed.

Upon discovering a defect or deficiency, the Contractor shall immediately contact the Project Manager. Within five days of initially advising the Project Manager of the defect or deficiency, the Contractor shall provide written notice to the Project Manager. The written notice shall describe the defect or deficiency with particularity explaining why it is a material defect or deficiency; provide precise detail explaining why the defect or deficiency is not something Contractor should know how to do or why the defect or deficiency is not a condition that would be ordinarily encountered and generally recognized in the work provided for in the Contract; and provide a detailed explanation, including all accounting and other evidence supporting, Contractor's losses, costs, delays, and changes in time required for performing the work. Contractor agrees that any claim, loss, damage, delay, or change in time that is not supported by evidence shall be

disallowed. Contractor agrees that it shall waive and forever release and discharge the City from any claim of whatsoever kind, loss, damages, demand, and/or request for equitable adjustment whether known or unknown by failing to immediately notifying the Project Manager and by failing to provide timely detailed written notice as required herein. Any issue which is not provided for in the written notice shall also be waived and the City shall be forever released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom.

After Contractor fully complies with the provisions in this section and after receiving the written notice, the Project Manager shall promptly investigate the condition and determine whether such matter is a "defective or deficient design plan or document" as defined herein. If the Project Manager determines the matter is a "defective or deficient design plan or document," then a Change Order shall be issued describing the defective or deficient design plan or document, the correction and compensation method agreed to by the parties. By signing the Change Order, Contractor agrees the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the change order. The parties shall also sign Form A of this Contract which describes in detail each condition and each claim, loss, damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.

If Contractor disputes, disagrees with, or otherwise considers unfair any decision or ruling by the City, then Contractor shall, within 10 Calendar Days, provide the City with written notice of the dispute as set forth in the Dispute Resolution section of this Contract and shall follow the dispute resolution process provided therein.

Changes in Work and Additional/Extra Work (fixed price contract): When additional information through excavation, testing, site investigation, differing site conditions, or otherwise is obtained the City shall have the right to alter, change the location, re-design, change the work, add to the work, accelerate work, or reduce work, change the method or manner of performance, change services, and/or change materials described in the Contract (collectively "Changed Work").

If the City changes work, then a Change Order shall be issued by the Project Manager. Contractor shall not be required to perform any Changed Work without a Change Order issued by the Project Manager. Such Changed Work shall be performed under the terms set forth in the original Contract and compensated as agreed in this section of the Contract.

If Contractor disputes any Changed Work or compensation method for such Changed Work requested by the City or set forth in a Change Order, Contractor shall, without delay, perform such work. Within 10 Calendar Days of receiving the Change Order, Contractor shall provide the City with written notice of the dispute as set forth in the Dispute Resolution section of this Contract and shall follow the dispute resolution process provided therein. Contractor further agrees that any issue not provided for, in detail, in the written notice shall also be waived and the City shall be forever released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom. Any matter resolved through the Dispute Resolution process shall be set forth in Form A of this Contract which describes in detail each Changed Work, including the compensation method, which was agreed to and fully resolved. By signing Form A, Contractor agrees that the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in Form A.

If Contractor does not dispute any Changed Work or the compensation method for such work, then Contractor shall sign the Change Order and agrees that the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the Change Order.

Contractor agrees that the Project Manager shall have the authority to make minor changes in the work which do not involve additional costs and are not inconsistent with the purpose and scope of the work.

If the City finds it necessary or advisable, the City may omit, increase, or decrease any items as it may deem necessary or desirable without changing the unit prices in the proposal, provided such increase or decrease does not exceed 15% of the total monetary value of the original Contract. If material or labor involved in such change is not included in the unit prices of the Contract, but forms an inseparable part of the work to be done under this Contract, and the delay involved in asking for the bids or proposals and the letting of a new contract therefore might result in damage, injury, or impairment of the plant, work system, or other property belonging to the City, the City may in its discretion declare an emergency and require Contractor to proceed with such alterations and additions. The Contract shall not be required to perform such work or furnish extra materials without a Change Order issued by the Project Manager.

107.28 DISPUTE RESOLUTION

Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any dispute, claim of any kind, loss, damage, demand, request for equitable adjustment, or controversy should arise out of, or relating to this Contract or relating to any Change Order or other changes or addendums to this Contract. During the dispute resolution procedure provided in this section, Contract shall continue to perform the work as provided for in this Contract as modified by any Change Order or Contract amendment. Nothing in this section precludes the parties from pursuing any other remedy afforded by the laws of the State of Colorado once the remedies afforded under this Contract have been complied with and exhausted.

- D. Disputes Arising from Unanticipated Circumstances: If Contractor disputes, disagrees with, or considers any decision, order, ruling, demand, request, directive, Change Order, or Contract amendment, related to the Unanticipated Circumstances provision of this Contract, and issued by the City, whether verbally or in writing, then Contractor shall:
1. Within 10 days of the City issuing any written or verbal decision, order, ruling, demand, request, directive, Change Order, or Contract amendment, Contractor shall provide written notice to the Project Manager identifying, with specific detail, each disputed matter. Any Unanticipated Circumstance dispute or matter of any kind or nature whatsoever, which Contractor does not identify in detail shall be waived and the City is released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from any matter not explicitly set forth in the written notice and described in detail;
 2. Contractor shall provide to the City all evidence of any claim of whatsoever kind, loss, damages, delay cost, or other costs, including, but not limited to payroll reports, daily logs, invoices, accounting file, receipts, email, or other relevant record or document. Any item claimed by Contractor shall be supported by verifiable evidence described herein. If Contractor requires additional time to obtain or compile such evidence, then the Contractor shall have an additional 30 days, but must identify the exact document(s) or other

evidence needed, where it is maintained, and explain why it is not available. The City shall not be responsible for any delay or other damage arising from Contractor's request for additional time to obtain documents. Any item unsupported by verifiable evidence shall be waived and Contractor agrees to release and fully discharge the City from any claim of whatsoever kind, loss, damage, request for equitable adjustment, or demand related to such unsupported item.

3. Upon receipt of Contractor's written notice, the Project Manager will investigate the disputed matter(s) and issue a written decision, ruling, order, and/or directive to Contractor. If Contractor does not dispute the Project Manager's decision, ruling, order, or directive, or a compromise has been reached, then Contractor shall sign Form A. If Contractor disputes or disagrees with the Project Manager's Ruling, then within 20 days of receiving the Project Manager's decision, ruling, order, and/or directive, Contractor must file with the City a written request for review to the City Engineer or City's Manager of the Procurement Services Division. The written request for review shall (a) state in detail the exact issue raised to the Project Manager and the issue(s) related to those matters raised to be reviewed by the City Engineer or Procurement Services Manager; (b) provide an analysis, detailing the basis, reason therefor and the how and why Contractor disagrees with the Project Manager's decision, ruling, order, or directive; and (c) attach all evidence supporting Contractor's dispute. If Contractor fails to provide a timely written request for review to the City Engineer or Procurement Services Manager, then Contractor agrees that it waives, releases, and forever discharges the City from any claim of whatsoever kind, loss, damage, request for equitable adjustment, or demand arising from or related to the Project Manager's decision, ruling, order, or directive.
4. The City Engineer's or Procurement Services Manager's decision shall be final and conclusive for the City of Colorado Springs. If Contractor disputes, disagrees with, or considers such decision unfair, then Contractor shall be free to pursue any other remedy afforded by the laws of the State of Colorado. If Contractor does not dispute the City Engineer's or Procurement Services Manager's decision, ruling, order, or directive or a compromise is reached, then Contractor shall sign Form A.
5. Contractor shall pay the City reasonable attorney's fees and costs associated with its failure to comply with any part of this alternate dispute process.

E. All Other Claims: If a dispute, disagreement, or controversy of any kind, other than those covered in the Unanticipated Circumstances section of this Contract, arises from or is related to the Contract, shall be resolved under the Disputes section in the Contract.

107.29 REMOVAL AND SUSPENSION FOR DEFECTIVE WORK

All work or material which has been rejected shall be remedied or removed and replaced in an acceptable manner. Additional compensation will not be allowed for such removal and replacement. Any work done beyond the lines and grades shown on the drawings, except as herein provided, will be considered as unauthorized and will not be measured or paid for. Work so done may be ordered removed at the Contractor's expense. Should the Contractor fail to comply promptly with any order of the Project Manager made under the provisions of this paragraph, the Project Manager shall have the authority to cause said work to be removed and to deduct the cost from any money due, or to become due, from the Contractor. At any time during the course of construction of this project if the provisions of the Plans, Specifications, or Contract provisions are being violated by the Contractor or his employees, the Project Manager shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Project Manager are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

The Contractor shall promptly remove from the premises all materials and work rejected by the Project Manager as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work and materials within ten (10) days' time thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and retain the proceeds without compensation to the Contractor.

107.30 CLEANING UP AND FINAL INSPECTION

The Contractor shall at the completion of the work, remove all rubbish from and about the work and all tools, equipment, scaffolding, and surplus materials and shall leave the work clean and ready for use. If not completed by Contractor, the City may remove the rubbish and surplus materials and charge the cost to the Contractor.

All sewers, conduits, pipes, and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. Contractor shall furnish at Contractor's own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Project Manager, fall short of first class work, shall be promptly corrected by the Contractor at Contractor's own expense.

Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Project Manager, who at the same time will make his final inspection of the work. The Project Manager will not approve the final estimate of any portion of the work until after the final inspection is made and the work is found to be satisfactory.

107.31 CUTTING AND PATCHING

The Contractor shall do all cutting, fitting, or patching of work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by the Plans and Specifications for the completed Project.

Cold or wet weather conditions that do not permit a permanent asphalt pavement replacement will require a minimum 2" bituminous pavement patch prior to opening the area to traffic as a temporary measure until the permanent asphalt pavement replacement can be installed. This item shall be incidental to any work requiring such removal of asphalt and will be considered to be included in the unit price of the related item of work.

Any cost caused by defective or ill-timed work shall be borne by the Contractor.

The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor without the consent of the Project Manager.

107.32 FINAL TESTS

After completion of the work, the Contractor shall make any and all tests required by the Specifications or by municipal, state, or federal regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the applicable regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the City or the public.

107.33 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and periods provided by law and by this Contract.

107.34 NO WAIVER OF LEGAL RIGHTS

Upon written notice that the Contractor considers all work complete, the Project Manager will make a pre-final inspection with the Contractor and will notify the Contractor in writing of incomplete or defective work revealed by the inspection. The Contractor shall promptly remedy such deficiencies.

After the Contractor has remedied all deficiencies to the satisfaction of the Project Manager and delivered all construction records including record drawings, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents (all as required by the Contract Documents), the Contractor will be promptly issued a Certificate of Completion by the Project Manager stating that the work is acceptable.

Upon completion of the Contract, the City will make final inspection and notify the Contractor of acceptance. Final acceptance shall not preclude the City from correcting any measurement, estimate, or certificate made before or after completion of the Contract, nor from recovering from the Contractor or Surety, or both, overpayments sustained because the Contractor failed to fulfill the obligations under the Contract.

The Contractor shall be liable to the City for latent defects, fraud, or such mistakes as may amount to fraud, or as regards the City's rights under any warranty or guarantee.

For all non-federally funded projects, the following additional requirements shall apply:

- (a) All work shall be constructed in compliance with standard construction codes, and all materials and workmanship must be guaranteed for a period of two years from the date of final acceptance. If any defect in the work in violation of the foregoing warranty arises, Contractor shall, upon receipt of written notice of such defect, promptly furnish, at no cost to the City, design and engineering, labor, equipment, and materials necessary to correct such defect and cause the Work to comply fully with the foregoing warranty and Contract Documents. This obligation shall survive both final completion of and final payment for the Work. The City shall not be invoiced for any of costs of warranty work, and Contractor shall not be entitled to submit any claim for an increased fee arising therefrom. The Contractor guarantee period (two-year warranty period) will not begin until the Contract is 100 percent complete, as determined by the Project Manager. Acceptance of the 100 percent complete work shall be requested in writing by the Contractor. Any item requiring repair and/or replacement prior to expiration of the two-year warranty period shall be guaranteed for a period of one-year after the date of

said correction or repair or for the remainder of the two-year warranty period, whichever is longer.

- (b) In placing orders for equipment, the Contractor shall purchase such equipment only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed Project in accordance with the Plans and Specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time an order of equipment is placed that manufacturer will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the City, such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if the same was not shown on approved shop drawings.

107.35 ACCEPTANCE

- (a) *Partial Acceptance.* If, during the performance of the project, the Contractor satisfactorily completes a unit or portion of the Project, such as a structure, an interchange, or a section of road or pavement that can be used advantageously for traffic, the Project Manager may make final inspection of that unit. If the Project Manager finds that the unit has been satisfactorily completed in compliance with the Contract, the Contractor may be relieved of further responsibility for that unit except as otherwise provided in these general provisions. Partial acceptance shall not void or alter any of the terms of the Contract.
- (b) *Final Acceptance.* Upon notice from the Contractor of presumptive completion of the entire Project, the Project Manager will make an inspection. If the work provided for by the Contract has been satisfactorily completed, that inspection shall constitute the final inspection and the Project Manager will notify the Contractor in writing of final acceptance indicating the date on which the Project was inspected and accepted.

If the inspection discloses any unsatisfactory work, the Project Manager will give the Contractor a written list of the work needing correction. Upon correction of the work, another inspection will be made. If the work has been satisfactorily completed, the Project Manager will notify the Contractor in writing of the date of final inspection and acceptance. Final acceptance under this subsection does not waive any legal rights contained in the No Waiver of Legal Rights section of this Contract.

SECTION 108 PAYMENTS AND ACCEPTANCE OF WORK

108.00 PAYMENTS AND RETAINAGE

Payments will be made, and required retainage withheld if applicable, in accordance with this section as the work progresses at the end of each month or as soon thereafter as practicable in compliance with C.R.S. Title 24, Article 91, on statements made and approved by the Project Manager. In preparing statements, only completed work will be taken into consideration. No payment will be made for materials in storage and/or delivered to the site, unless otherwise approved by the City.

Payment for work performed by the Contractor under the Contract Documents will be made at the approved unit price or lump sum price for each of the several items as listed in the proposal and

measured as hereinafter specified. Such payment shall compensate the Contractor for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete the item in accordance with the Contract Documents. All incidental work essential to the completion of the Project in a workmanlike manner, and including cleanup and disposal of waste or surplus material, shall be accomplished by the Contractor without additional cost to the City. The cleanup and disposal of waste or surplus material shall be performed during construction or as soon after as is reasonably possible in order to better maintain the aesthetics and safety of the construction area. Payment will be made for the actual quantities constructed or installed, unless otherwise noted in these Contract Documents. However, any changes to plan quantity must be approved through proper Change Order procedures, said quantities being measured as specified in the Contract Documents.

- (1) If the Contract exceeds one hundred fifty thousand dollars (\$150,000.00), and is for the construction, alteration, or repair of any highway, public work, or public improvement, structure, and the Contractor has provided Performance and Payment Bonds: the City shall authorize partial progress payments of the amount due under this Contract monthly, or as soon thereafter as practicable, to the Contractor, if the Contractor is satisfactorily performing the Contract. If the City finds that satisfactory progress is being achieved during any period for which progress is to be made, the City may authorize payment to be made in full without withholding retainage. However, if satisfactory progress has not been made, the City may retain a maximum of ten percent (10%) of the amount of the requested payment until satisfactory progress is achieved. When the work is substantially complete, the City may retain from the remaining unpaid balance that amount the City Procurement Services Manager, at the advice of the Project Manager, considers adequate for protection of the City, suppliers, subcontractors, laborers, vendors, etc., provided that such retainage shall not exceed five percent (5%) of the amount due, and shall release to the Contractor all the remaining funds associated with completed and acceptable work.

If satisfactory progress has not been made the withheld percentage of the Contract price of any such work, improvement, or construction shall be retained on an invoice-to-invoice basis and shall not be cumulative. In other words, if the Contractor is not performing satisfactorily the City will hold ten percent (10%) of what is actually due to the Contractor. For example, if the Contractor is behind schedule and has successfully completed fifty percent (50%) of the work, the City will only pay forty percent (40%) of the invoice, withholding ten percent (10%) of what is due until the Contractor gets back on schedule.

- (2) Whenever a Contractor receives payment pursuant to this section, the Contractor shall make payments to each of the subcontractors of any amount actually received which were included in the Contractor's request for payment to the City for such subcontracts. The Contractor shall make such payments within seven (7) Calendar Days of receipt of payments from the City in the same manner as the City is required to pay the Contractor under this section if the subcontractor is satisfactorily performing under the Contract with the Contractor. The subcontractor shall pay all suppliers, sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the subcontractor any amounts actually received which were included in the subcontractor's request for payment to the Contractor for such persons, in the same manner set forth in this subsection (2) regarding payments by the Contractor to the subcontractor. If the subcontractor fails to make such payments in the required manner, the subcontractor shall pay those suppliers, sub-subcontractors, and laborers interest in the same manner set forth in this subsection (2) regarding payments by the Contractor to the subcontractor.

At the time a subcontractor submits a request for payment to the Contractor, the subcontractor shall also submit to the Contractor a list of the subcontractor's suppliers, sub-subcontractors and laborers. The Contractor shall be relieved of the requirements of this subsection (2) regarding payment in seven (7) days and interest payment until the subcontractor submits such list. If the Contractor fails to make timely payments to the subcontractor as required by this section, the Contractor shall pay the subcontractor interest as specified by Contract or at the rate of fifteen percent (15%) per annum, whichever is higher, on the amount of the payment which was not made in a timely manner. The interest shall accrue for the period from the required payment date to the date on which payment is made. Nothing in this subsection (2) shall be construed to affect the retention provisions of any Contract.

- (3) If the Contractor is not progressing in accordance with the Project Schedule or not performing quality work in accordance with the specifications, the City Procurement Services Manager, at the advice of the Project Manager may withholding retainage up to and including ten percent (10%) of the total contract amount.

108.01 PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

The City may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect it from loss caused by:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) Damage to another contractor.

When the above grounds are removed, payment will be made for amounts withheld because of them.

108.02 ACCEPTANCE OF FINAL PAYMENT

If the work is finally accepted by Project Manager under the terms and conditions of the Contract the entire balance found by the Project Manager to be due the Contractor, including the retained percentage, less any retention based on; (1) the Project Manager's estimate of the fair value of the claims against the Contractor; and (2) the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work; and (3) retentions required by law, shall be due and payable to the Contractor. The date of completion is the date as specified in the Certificate of Completion issued by the Project Manager.

Upon completion of the work under the Contract and before the Contractor will receive or be paid for the Project Manager's final statement, the City Procurement Services Division shall post a notice in the Colorado Springs Gazette that the City has accepted such work as completed according to the Plans and Specifications and rules set forth in the Contract; that the Contractor is entitled to final settlement; that after the date specified in the Notice, the City will pay the full balance due under the Contract; and that persons having claims for labor or material furnished the Contractor must present their claim to the City Procurement Services Division prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor against the City.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Project Manager so certifies, the City may, upon Certificate of Completion by the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, and acceptance of the payment shall constitute a waiver of all claims by the Contractor but acceptance of the work shall not constitute a waiver of City claims against the Contractor.

Advertising for Final Payment and processing of the Final Pay Request shall not take place until after the Contractor has submitted Sales and Use Tax Forms to the City and said forms have been reviewed and approved by the City Sales Tax Office.

SCHEDULE C – SCOPE OF WORK

C.1 BACKGROUND

The City of Colorado Springs (City) is designing and constructing a new Senior Center. This project will take place on City-owned property, Golf Acres in Colorado Springs. The project also includes site development, parking, and landscaping. The current Senior Center is located at 1514 N. Hancock Drive on the northern portion of the property. The Center was originally built in 1974 as a grocery store and was remodeled for its current use. The YMCA of the Pikes Peak Region currently runs and operates the Senior Center and its programs.

The current space is approximately 17,100 square feet. The design of the new Senior Center is anticipated to be approximately 23,000 square feet to allow for the expansion of existing, and addition of new programs.

The construction of the new Senior Center will commence in late January 2024 with substantial completion scheduled for March 2025.

The City is seeking an experienced and qualified firm to provide abatement services. The Contractor will work with the City project team and other contractors throughout the entire life cycle of the contract for the following project.

The City of Colorado Springs (owner) has contracts with the following:

CBRE – Project Management
RTA Architects – A/E Design
CM/GC – W.E. O’Neil Construction

SCHEDULE D – REMOVAL WORK PLAN

**Asbestos Abatement and Universal
Hazardous Waste Disposal
Work Plan
Golf Acres Senior Center
1514 North Hancock Avenue
Colorado Springs, Colorado 80903**



FEI Project Number: AS23045-1
September 15, 2023

**ASBESTOS ABATEMENT AND UNIVERSAL
HAZARDOUS WASTE DISPOSAL WORK PLAN
Golf Acres Senior Center
1514 North Hancock Avenue
Colorado Springs, Colorado 80903**

September 15, 2023

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FEI Project Number: AS23045-1

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ASBESTOS ABATEMENT AND UNIVERSAL HAZARDOUS WASTE DISPOSAL WORK PLAN

GOLF ACRES SENIOR CENTER 1514 NORTH HANCOCK AVENUE COLORADO SPRINGS, COLORADO 80903

1 INTRODUCTION

Foothills Environmental Inc. (FEI) conducted an asbestos and universal hazardous waste (UHW) investigation on April 27th, April 28th, May 4th, May 5th, May 17th, May 18th, May 19th, June 21st, June 27th, and July 10th, 2023. The purpose of this investigation was to confirm locations and quantities of asbestos-containing materials (ACM) in the buildings located at 1514 North Hancock Avenue (the site) for demolition purposes. Universal Hazardous Waste (UHW) materials were also identified and quantified during this inspection for demolition purposes. The inspection was performed for CBRE who represents the owner, City of Colorado Springs (Owner). The inspection report dated July 14th, 2023 identified floor tiles and associated mastic, vinyl sheet flooring, carpet mastic, exterior and interior caulks, sink undercoating, roofing materials, plaster patches, and exterior stucco to be ACM. This inspection report also identified trace exterior window glazing. The report will be made available upon request.

The intent of this project is to remove and dispose of friable and non-friable ACM and all universal hazardous waste (UHW) from the building prior to commencement of demolition. Once abatement has been completed, demolition is expected to begin immediately.

All of the structures abated on this site will be demolished shortly after abatement.

2 SCOPE OF WORK FOR ABATEMENT

The work specified herein shall be the removal of ACM at the Site by an asbestos abatement company who is a current GAC holder using competent persons trained, certified, and qualified in the techniques of asbestos abatement. The abatement contractor (Contractor) hired to complete abatement must comply with all applicable federal, state, and local laws and regulations, and be capable of performing the work specified in this Work Plan. In addition, the Contractor is responsible for obtaining all necessary permits and making all required notifications including but not limited to the Colorado Department of Public Health and Environment (CDPHE), City of Colorado Springs and Colorado Springs Fire Department.

2.1 Asbestos Materials to be Removed

The following tables list locations, materials, percentage, and types of asbestos, as well as the approximate quantities of ACM. Material locations are indicated on drawings in Attachment 1, laboratory results are included in Attachment 2, and photographs are included in Attachment 3.

RACM

Regulated Asbestos-Containing Material (RACM) means (a) friable asbestos-containing material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

Non-RACM

Non-RACMs are those non-friable materials not likely to be rendered friable during the normal renovation process, therefore are less likely to release airborne asbestos. Under normal renovation activities, non-RACMs that are non-friable Category I materials (gaskets, resilient flooring, adhesives, and asphalt roofing) and similar non-friable Category II are allowed by EPA and CDPHE regulations to remain during normal building demolition, and can be disposed of as normal renovation debris, provided these materials remain non-friable during renovation activities and the landfill will accept the waste as solid waste.

Note: All RACM will be removed and some non-RACM will be removed. Floor tile mastics and roofing materials can be left in the building during demolition if the demolition contractor is aware of their presence and manages the demolition in a manner as not to allow them to become friable. The following tables indicate ACM that will be removed.

Table 1 – RACM

Homogeneous Area - ACM Description	Condition	Type / Friable or Non-Friable	Analytical Result	Approx. Quantity	Material Locations
VSF02, Pebble pattern vinyl sheet flooring with gray backing material	Good	Miscellaneous / Friable	20% Chrysotile in backing	10 SF	Unit 1446 storage room
PLST03, Gray perimeter wall plaster (patch)	Good	Surfacing / Friable	2% Chrysotile in white compound	10 SF	Unit 1438
STU02, Rough swirl exterior stucco	Good	Surfacing / Friable	2-4% Chrysotile in white material	5,650 SF	Exterior west side and courtyard

*Expected to be rendered friable during demolition

Table 2 – Non-RACM >1%

Homogeneous Area - ACM Description	Condition	Type / Friable or Non-Friable	Analytical Result	Approx. Quantity	Material Locations
VFT03, Red 12" x 12" tile with black streaks and black mastic	Good	Miscellaneous/ Non-Friable	6-7% Chrysotile in black mastic	310 SF	Senior Center, electrical closet and kitchen storage room
VFT05, Pinkish 12" x 12" tile with tan/white streaks and tan/black mastic	Good	Miscellaneous/ Non-Friable	7% Chrysotile in black mastic	120 SF	Senior Center, east clinic
VFT06, Brown 12" x 12" with brown streaks with gray leveling compound and black mastic	Good	Miscellaneous/ Non-Friable	8% Chrysotile in black mastic	140 SF	Senior Center, dana room storage and janitors' closet
CM04, Purple carpet with yellow spots and yellow/black mastic	Good	Miscellaneous/ Non-Friable	10% Chrysotile in black mastic	1,700 SF	Unit 1510, throughout offices, break room, and lobby

CM05, Blue carpet with light blue/yellow spots and yellow/black mastic	Good	Miscellaneous/ Non-Friable	9-10% Chrysotile in black mastic	375 SF	Unit 1510, throughout hallway
VFT11, White 9" x 9" tile with black mastic	Good	Miscellaneous/ Non-Friable	5-6% Chrysotile in tile & 10% Chrysotile in black mastic	900 SF	Unit 1506, open office area under multiple layers of flooring
VFT13, Gray/red 9" x 9" tile with black mastic	Good	Miscellaneous/ Non-Friable	9% Chrysotile in tile & Trace Chrysotile in black mastic	200 SF	Unit 1506, storage room under multiple layers in flooring
CLK15, Thick white bathroom caulking	Good	Miscellaneous/ Non-Friable	2% Chrysotile	5 SF	Unit 1502, bathroom north window
VFT12, Gray 12" x 12" tile with spots and black mastic	Good	Miscellaneous/ Non-Friable	10% Chrysotile in tile	4,500 SF	Unit 1504, throughout under carpet
VFT17, Cream 12" x 12" tile with black mastic	Good	Miscellaneous/ Non-Friable	6-7% Chrysotile in black mastic	800 SF	Shop, main area and utility room
VFT22, Light brown 9" x 9" tile with black mastic	Good	Miscellaneous/ Non-Friable	12% Chrysotile in tile	2,000 SF	Unit 1443, throughout under carpet
VFT23, Dark brown 9" x 9" tile with black mastic	Good	Miscellaneous/ Non-Friable	10% Chrysotile in tile	150 SF	Unit 1443, storage room 2 under carpet
VFT26, Red 9" x 9" tile with black mastic	Good	Miscellaneous/ Non-Friable	7% Chrysotile in tile	2,900 SF	Unit 1430 (Skills Academy), throughout under various layers of flooring
VFT27, White 9" x 9" tile with black mastic	Good	Miscellaneous/ Non-Friable	7% Chrysotile in red tile & 4% Chrysotile in white tile	500 SF	Unit 1430 (Skills Academy), lobby under 12" x 12" tile
VFT29, Green 9" x 9" tile with black mastic	Good	Miscellaneous/ Non-Friable	7% Chrysotile in tile	450 SF	Unit 1430 (Skills Academy), Boomer room and boomer room hallway under 12" x 12" tile
SU04, Black sink undercoating	Good	Miscellaneous/ Non-Friable	5% Chrysotile	5 SF	Unit 1430 (Skills Academy), second floor north sink
VFT30, White tile with black mastic	Good	Miscellaneous/ Non-Friable	10% Chrysotile in tile	600 SF	Unit 1524, lobby and offices under carpet
VFT32, Grayish 12" x 12" floor tile with black mastic	Good	Miscellaneous/ Non-Friable	4% Chrysotile in tile	3,800 SF	Unit 1436, throughout under various floorings
VFT34, White tile with orange/black mastic	Good	Miscellaneous/ Non-Friable	3% Chrysotile in tile	1,500 SF	Pet Store, throughout under various floorings
VFT35, Gray tile with black mastic	Good	Miscellaneous/ Non-Friable	6-7% Chrysotile in tile	1,500 SF	Pet Store, throughout under various floorings

Table 3 – Optional

ACM Description/Homogeneous Area(s)	Condition	Type / Friable or Non-Friable	Analytical Result	Approx. Quantity	Material Locations
RFL01, Roof Flashing	Good	Miscellaneous/ Non-Friable	60% Chrysotile in brown felt	3,300 SF	Throughout
WG04, White exterior window glazing	Good	Miscellaneous/ Non-Friable	Trace Chrysotile	15 Windows	Exterior windows, west side

1. The quantities identified herein are APPROXIMATE. Contractor will visit the site and verify material quantities and site conditions. By doing so Contractor will become familiar with site conditions and quantities of materials to be removed.
2. The contractor must make all notifications, obtain all permits, and request any variances that are required to perform the work.
3. Work includes removal and disposal of identified ACM and ACM contaminated materials.
4. Electrical and water services will be provided by Owner.

5. The Owner will provide access to the Site for equipment (staging areas to be determined during pre-construction conference) and allow temporary parking on the site. The Contractor is responsible for providing all equipment (materials, supplies, lifts for access to ACM for removal, and any scaffolding).
6. Scaffolding, if required, will require appropriate sign-off before use.
7. Lifts, if required, will require proper fall protection equipment and training.
8. The Owner will remove most objects prior to the project, but Contractor is responsible for moving any remaining furniture, objects, fixtures, and any objects in the work area to access ACM for removal.
9. The Contractor is responsible for verifying that electrical lines are identified and are Locked Out and Tagged Out (LOTO) before work is completed near energized wires. Coordinate this with the Owner or Owner's Representative.
10. The Contractor is responsible for demolition to access ACM where scheduled for removal.
11. Every effort made available to FEI was used to identify ACM materials; however, other ACM materials may be present beneath floor materials, in chases or otherwise hidden. Flooring materials (where identified) are to include all layers to lowest subfloor. If discovered, bring new suspect materials to the attention of FEI and Owner prior to disturbance of those materials.

2.2 Standards and Primacy of Rules

The following standards will be adopted as they pertain to asbestos abatement. In any instance where adopted standards are in conflict with each other, the most stringent shall apply.

- 1) Colorado Department of Public Health and Environment Regulation #8
- 2) 5CCR 1000-10 Part B asbestos handling, transportation, and storage
- 3) 29 CFR 1926.1101, the OSHA Construction Industry Asbestos Standard
- 4) 40 CFR 61 Subpart M, EPA's NESHAP Asbestos Standard
- 5) NIOSH/OSHA/EPA –“Occupational; Safety & Health Guidance Manual for Hazardous Waste Site Activities”, Section 8-20; Heat Stress and Other Physiological Factors.
- 6) All other applicable laws, rules, and regulations, including but not limited to those relating to: Workers' Compensation Insurance; Liability Insurance; All contract specifications and documentation

2.3 General Work Procedures

Friable ACM (VSF02, PLST03 (patch), and STU02)

The work areas contain vinyl sheet flooring, plaster wall patch on concrete, and exterior stucco that will be likely rendered friable by the forces expected to act on them, therefore these materials must be addressed as friable ACM. Full containments are expected for these materials. The following procedures must be followed at a minimum, but all work is to be performed according to Regulation No. 8, Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and all other applicable laws and regulations for removal and disposal of ACM:

- Securing Work Area
 - Work areas should be vacated and secured (where feasible) by scheduling, locking doors (from inside the area if possible) or other means. If this is not feasible, access to the work area should be restricted, such as by asbestos barrier tape around the perimeter of the work area and at access points. If barrier tape is used to denote a work area, it should be placed 5 to 10 feet (1.5 to 3 meters) outside of any polyethylene protection used in the work area. Install barrier tape by taping or tying it to fixed objects. Do not block access to any emergency exits and post OSHA required "danger" signs at all entrances to the work area. It might be desirable to have a visual barrier installed several feet in front of warning signs to avoid having warning signs readily visible to occupants. A "keep out of construction

area" sign should be posted on visual barriers. A visual barrier would be arranged so that a person who goes past the visual barrier will then see required warning signs.

- General Abatement Sequence
 - The GAC shall conduct abatement activities in accordance with CDPHE Regulation No. 8 in the following mandatory sequence:
 - 1) Install critical barriers (pursuant to subsection III.I, Critical Barrier Installation)
 - 2) Establish negative pressure (pursuant to subsection III.J, Air Cleaning and Negative Pressure Requirements)
- Note: The removal of non-ACM building materials and components may only take place after negative air pressure is established in the containment work areas.*
- 3) Construct the decontamination area (pursuant to subsection III.K, Decontamination Area)
 - 4) Pre-clean surfaces (pursuant to subsection III.L, Pre-cleaning of Surfaces)
 - 5) Cover fixed objects (pursuant to subsection III.M, Covering Fixed Objects)
 - 6) Construct the containment (pursuant to subsection III.N, Containment Components)
 - 7) Conduct abatement (pursuant to subsection III.O, Abatement Methods)
 - 8) Conduct final visual inspection (pursuant to paragraph III.P.1. Final Visual Inspection)
 - 9) Conduct final clearance air monitoring (pursuant to paragraph III.P.3., Final Clearance Air Monitoring)
 - 10) Conduct the tear-down (pursuant to subsection III.Q., Tear-down)
- Respirators and Performing Fit Checks
 - The Contractor is required to have a respiratory protection program. Wearers should inspect their respirators before each use of the respirator. Fit checks should be performed in accordance with the Respiratory Protection Program by each worker each time they don a respirator. Both positive and negative pressure fit checks should be performed.
 - Protective Clothing and Decontamination
 - Protective clothing for workers shall consist of disposable coveralls, gloves and boots. Coveralls should have hoods and booties attached. They should provide complete coverage of the body with the exception of hands and face.
 - Eye, hearing, and head protection should also be used where needed. Rubber slip-resistant boots or other non-slip footwear is to be worn for all activities. Steel-toed boots should be used in areas where foot hazards exist. Do not use coveralls with loose foot coverings for activities that involve climbing ladders or working on scaffolding.
 - Protective clothing shall be removed as follows:
 - HEPA vacuum all parts of protective clothing while standing at perimeter of decontamination unit. Enter decontamination unit and, leaving respirator in place, remove protective clothing and fold inside out as it is removed. Place clothing into a disposal bag and label as ACM waste. Enter shower with respirator still in place and shower. After showering enter clean room and remove respirator.
 - Personnel decontamination facilities shall consist of an Equipment (Dirty) Room, Shower, and a clean room constructed in accordance with Regulation #8 III.K Decontamination Unit.
 - The Waste Load Out shall consist of two separate chambers constructed in accordance with Regulation #8 - III.N.3.

- All load-out and disposal procedures shall be in accordance with applicable federal, state, and local regulations and project specifications.
- Air Monitoring
 - Air monitoring during abatement activities shall consist of OSHA personal monitoring (conducted by Contractor), area monitoring and ambient air monitoring during removal activities (conducted by Owner or Owners representative).
 - All air monitor pumps shall be pre and post calibrated to a primary standard. Flow rates, times and areas/personnel sampled shall be recorded.
- Pre-cleaning Work Areas and Wet Wiping
 - Pre-cleaning of work areas shall be performed prior to the start of abatement work activities to remove accumulated debris and dust that could be disturbed during abatement work. Pre-cleaning shall include picking up dust and debris with a HEPA filtered vacuum, as well as wet wiping non-porous surfaces.
- Critical Barriers
 - All critical barriers will consist of 1 layer of 6mil poly on all opening, windows and vents.
- Negative Pressure Ventilation
 - The GAC shall maintain a negative pressure differential of -0.02 inches of water in the regulated work areas in accordance with Regulation #8 III.J Air cleaning and Negative Pressure Requirements, until final visual and clearance air monitoring complete.

AIR CHANGE CALCULATIONS *for a 2000 cfm negative air machine (NAM)*

$$AIR\ CHANGES = \frac{A}{B \times C}$$

Where: A = Room volume in cubic feet (l x w x h)
 B = 15 minutes
 C = Estimated rated capacity of NAM (1,500 cfm)

- Containment Construction and Removal
 - Containments for the asbestos removal shall be constructed in accordance with CDPHE Regulation 8.
 - Danger signs will be posted at locations, and approaches to locations, where airborne concentrations of asbestos exceed or can reasonably be expected to exceed the PEL. Signs will be posted at a distance sufficiently far from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of workplace containment barriers.
 - Removal of materials containing asbestos and contaminated with asbestos shall be performed in accordance with the Colorado Department of Public Health and Environment Regulation 8 III, Abatement, Renovation and Demolition Projects.
- Asbestos Waste Storage, Transportation and Disposal
 - Containerizing and transport of asbestos wastes shall be in accordance with applicable regulations.
 - Asbestos waste that is not directly loaded into a dumpster may be temporally stored in the work area provided it is protected to prevent leakage.
 - All ACM waste must be wrapped in two layers of 6 mil polyethylene sheeting or double-bagged in 6 mil polyethylene bags labeled with the appropriate OSHA label for asbestos and must also bear the generator label as required by EPA's 40 CFR 61 Subpart M NESHAP Standard.
 - All asbestos generated waste will be transported directly from the work areas to a secured area (dumpster or truck).

- When asbestos waste is taken to the landfill, it will be transported in accordance with all applicable federal, state and local regulations
- Visual Inspection and Completing Air Monitoring
 - All interior surfaces of the work area will be free of visible dust and debris. The work area must pass a final visual inspection by a CDPHE Certified Air Monitoring Specialist (AMS) leaving only critical barriers in place.
 - If visible residue, dust or debris remains, it must be cleaned up using wet wiping and/or HEPA vacuuming before the visual inspection can continue.
 - FEI will check that no visible residue, dust or debris remains behind critical barriers in the removal area and any gaps, holes, or openings shall be repaired by the abatement contractor prior to the completion of the visual inspection.
 - Upon passage of final visual inspection, FEI will conduct clearance air monitoring.

Non-friable ACM (Various floor tiles, floor tile mastic, and carpet mastic)

Remove floor tiles and mastic using splash guards, critical barriers and negative pressure. If mechanical means are used for removal of these, then follow Regulation No. 8 requirements for friable ACM removal. Refer to drawings for materials requiring removal as non-friable ACM.

- Work may be performed using critical barriers, splash guards and negative air flow through a HEPA filter. The work area shall be secured against entry by any unauthorized or untrained person throughout the Work. Post warning signs and erect temporary barricades.
- Remove all moveable materials (appliances, furniture, equipment, debris) from the work area. Remove any binding strips and cove base or other restrictive moldings from walls. VAT and mastic may be located under carpeting or other non-asbestos materials. Note: Overlying non-asbestos materials may be removed as non-asbestos debris as long as the underlying asbestos materials are not attached during removal.
- Remove VAT and mastics so that they do not become friable during removal. Remove floor tiles without breakage and place in disposal bags. Mist work area continuously with amended water whenever necessary to reduce airborne fiber counts. If the underlying substrate is not impervious, control excess water, so that leakage does not occur to underlying materials and floors.
- Removal of VAT/mastic may be performed with wet methods and hand scrapers. Heating and/or the application of dry ice may be used also. Power tools, grinders or other machines that may produce dust during removal of VAT/mastic are not allowed.
- Vinyl asbestos floor tile and mastic shall be removed down to existing floor with minimal damage to the floor. Never sand or dry scrape mastic. Use amended water. Remove saturated material in small sections. Use stiff bladed scraper to remove excess felt. HEPA vacuum each area as it is abated.
- Solvents may be used to remove mastic but odors shall not cause adverse effects to workers or occupants. The Contractor shall utilize the solvent in accordance with all manufacturer guidelines and OSHA regulations. FEI must review Safety Data Sheets (SDS) for solvent materials prior to use. Floors shall be washed with soap and water after use of solvents. If solvents cause adverse impact to occupants or workers, then the type of solvent shall be changed or discontinued. Contractor shall wash floor after use of solvents to remove any remaining residual solvent.

- Clean the entire floor using a wet/dry vacuum cleaner equipped with a HEPA filtration system. Do not sweep. After removal of VAT and mastic adhesives, proceed with decontamination and final inspection and testing of the Work Area as specified elsewhere in this section.

- Visual Inspection and Completing Air Monitoring
 - All interior surfaces of the work area will be free of visible dust and debris. The work area must pass a final visual inspection by a CDPHE Certified Air Monitoring Specialist (AMS) leaving only critical barriers in place.
 - If visible residue, dust or debris remains, it must be cleaned up using wet wiping and/or HEPA vacuuming before the visual inspection can continue.
 - FEI will check that no visible residue, dust or debris remains behind critical barriers in the removal area and any gaps, holes, or openings shall be repaired by the abatement contractor prior to the completion of the visual inspection.
 - Upon passage of final visual inspection, FEI will conduct clearance air monitoring and use Phase Contrast Microscopy (PCM) as the analytical method.

Non-friable ACM (bathroom window caulk and sink undercoating)

Remove entire windows with caulk mostly intact. Remove sink with all sink undercoating intact. Dispose of properly as asbestos-containing material. Window caulking and sink undercoating are located on the interior of the building and can be removed by component. They are expected to remain non friable during removal, however, they must be removed within a regulated work area using hand tools and wet methods. The following procedures are to be used:

- Work may be performed using critical barriers to protect the interior from potential fiber release. Remove windows from wall using hand tools. The work area shall be secured against entry by any unauthorized or untrained person throughout the project. Post warning signs and erect temporary barricades.

- Tape all caulk and seams prior to wrapping with 6 ml poly. Remove window or sink carefully after wrapping, without breakage, so that they do not become friable during removal. Mist work area continuously with amended water to reduce airborne fiber release. Use drop cloths as necessary to reduce potential for contamination of ground below windows.

- Only hand tools are allowed for removal of remaining caulk on wall and window sills. Power tools, grinders or other machines that may produce dust during removal of windows are not allowed, unless full containment is used.

- Never sand or dry scrape window caulks, glazing or sink undercoating. Use amended water for all removal. HEPA vacuum each area as it is abated. After abatement and visual inspection remove any poly ground cloths used and dispose as ACM waste.

- After removal of windows, remaining caulk, and sink proceed with decontamination and final visual inspection of the work area.

Clearance Monitoring and Disposal

- Visual Inspection and Clearance Air Monitoring (friable ACM)

- FEI shall conduct a visual inspection after final cleaning, prior to the removal of the critical barriers and negative air filtration.
- FEI shall verify that no visible residue, dust or debris remains in the contained removal area and that all encapsulants, if applied, are dry.
- If visible residue, dust or debris remains, it must be cleaned up using wet wiping and/or HEPA vacuuming before the visual inspection can continue.
- Remainder of containment will be removed after passage of final visual inspection and air monitoring results are below 0.01 f/cc by PCM analysis (number and parameters dependent on size and type of materials removed).
- Visual Inspection and Clearance (nonfriable ACM)
 - FEI shall conduct a visual inspection in controlled area after completion of removal of all nonfriable ACM. Areas will be complete after passage of visual inspection and aggressive air monitoring results are below 0.01 f/cc by PCM analysis (minimum of 5 samples for each contained area).
- Visual Inspection and Clearance (non-friable ACM window glazing and caulks, and sink undercoating)
 - FEI shall conduct a visual inspection in controlled area after completion of removal of all panels, windows and sinks.
- Waste Transportation, Storage and Disposal
 - Asbestos-containing waste material from the removal activities should be adequately wet in accordance with NESHAP requirements (40 CFR 61.150).
 - All waste should be labeled as required by federal, state and local regulations. Federal regulations requiring labeling of waste include OSHA regulations 29 CFR 1910.1200, 1910.1001 and 1926.1101, EPA's NESHAP regulation 40 CFR 61.150, and the Department of Transportation's Hazardous Materials Regulations 49 CFR 171 and 180.
 - Dispose of waste following procedures required by landfill. Provide waste manifests to FEI and the Owner.

2.4 Safety and Logistic Considerations

- Each work area may be monitored utilizing PCM as the analytical technique. All air monitoring will be conducted according to Regulation No. 8. Phase contrast microscopy (PCM) will be utilized as the analytical technique for all containment clearance air monitoring.
- Restrooms may only be used in areas where Contractor is currently working. If no restrooms are available, Contractor must provide temporary restrooms.
- Staging area for equipment and personnel will be at the closest entrance to each work area. A small truck for waste loadout may be parked at each entrance during load out of materials only. Schedule such activities with the General Contractor. Security for any equipment and/or trucks left onsite is the responsibility of the contractor. Owner will not be responsible for theft or vandalism of Contractor's equipment left onsite.
- All electrical power utilized during the project will be on ground fault circuit interrupters (GFCI) whose power source is located outside the work area.

- The abatement contractor shall prepare and make available emergency egress for the facility. All contractor personnel shall receive emergency procedure orientation specific to the facility prior to initiation of abatement activities.

- Fire protection procedures:
 1. No items capable of initiating or sustaining combustion (lighters, matches, torches, etc.) will be allowed in containment.
 2. The use of flammable liquids is not permitted.
 3. Any electricity utilized must be on Ground Fault Circuit Interrupters (GFCI).
 4. A minimum of one, 2A: 20B: C rated fire extinguishers will be maintained on-site. There must be available at least one 2A: 20B: C rated fire extinguisher within a maximum travel distance of 50 feet from any point in the work area.
 5. Workers will be trained in the use of fire extinguishers, emergency egress plans, basic fire safety, and emergency reporting procedures prior to work beginning.
 6. All emergency exits will be labeled as such with tools available for breaching poly and keys in door locks where necessary.
 7. The Contractor must implement an emergency action and fire prevention plan in accordance with 29 CFR 1910.38 Employee emergency plans and fire prevention plans.
 8. The Contractor will make any required notifications to the Fire Department regarding fire protection practices.

- Hours of work will be scheduled with Owner.

2.5 Inspections By Industrial Hygiene Representative

1. All inspections shall take place during normal working hours. All inspections shall be coordinated a minimum of 48 hours in advance with IH representative.
2. If the inspection detects items to be corrected the area will be termed "failed" and will need to have corrective action taken by the Contractor.
3. Items of work requiring inspection sign-off by Industrial Hygiene Representative are:
 - a. Pre-Abatement (Area Preparation/Containment) Inspection. Removal of asbestos and necessary demolition shall not take place until Industrial Hygiene Representative has inspected area preparation work and given approval.
 - b. Final Visual Inspection - The area shall not be encapsulated or locked down until Industrial Hygiene Representative has inspected and given approval of the final cleaning and area decontamination. The containment must be completely dry, during the inspection with no water droplets, remains or saturation on polyethylene sheeting or other surfaces in the containment.
4. A punch list of items to be corrected resulting from a "failed" inspection, will be prepared jointly by the Contractor and Industrial Hygiene Representative prior to final acceptance of the project by the Industrial Hygiene Representative. Inspections shall in no way be construed as final or partial acceptance by

Industrial Hygiene Representative. Any failure or omission of the Industrial Hygiene Representative to notify the Contractor of defective work shall not excuse Contractor for liability for such defective work.

5. It will be necessary that the Contractor successfully confine fiber release to the designated work area and within containments. In meeting such obligations Industrial Hygiene Representative may increase the burdens and expense of the Contractor, his Sub-Contractors or employees, or the surety of them. Nothing in the performance of Industrial Hygiene Representative Services in connection with this project implies the undertaking for the benefit of, or which may be enforced by, the Contractor, his Sub-Contractors, or employees, or the surety of any of them. It is not the function of Industrial Hygiene Representative to specify all of the means by which the Contractor will attain the intended results, nor to state all of the environmental conditions that must be present for the safety of workers who are employed to produce the intended results, or for the safety of others during construction.
6. The Owner shall sign all waste manifests prior to removal from the site. Any ACM, debris or contaminated materials, missed, not accessed or abated thoroughly, and later discovered by the Owner or Industrial Hygiene Representative, will be corrected by the Contractor at no cost to the Owner.
7. The Industrial Hygiene Representative will provide final visual inspection for all work areas (enclosures). Air samples collected in a work area exceeding 0.01 fibers per cubic centimeter of air (f/cc) will require corrective action (See Section 2.6, Maximum Allowable Asbestos Level). All costs associated with TEM analysis will be the sole responsibility of the Contractor.

2.6 Maximum Allowable Asbestos Level (MAAL)

Outside Work Area: If any air sample taken near the Work Area exceeds the CDPHE Maximum Allowable Asbestos Level (MAAL), the Contractor shall immediately and automatically stop all work except corrective action. The Industrial Hygiene Representative will work with the Contractor to determine the source of the high reading and work with the Contractor to determine a course of corrective action.

1. Maximum Allowable Asbestos Level
 - a. Air monitoring shall be conducted during normal occupancy and samples shall not be collected in an aggressive manner.
 - b. Where PCM is used as the method of analysis the standard is 0.01 f/cc, which is equivalent to 10,000 fibers per cubic meter of air (f/m³). The NIOSH 7400 Method shall be used to analyze samples. The number of samples to be taken shall be determined by the certified air monitoring specialist. Where TEM is used as the method of analysis, the standard is 70 structures/millimeter² (s/mm²). TEM analysis shall be conducted pursuant to the protocol in 40 C.F.R. Part 763, Appendix A to Subpart E (EPA 1995).
 - c. All air monitoring collected for MAAL purposes shall be performed by the General Contractor's representative who is independent of the Abatement Contractor to avoid possible conflict of interest.
2. In the event that airborne fiber levels outside a Work Area exceed the MAAL when analyzed by PCM (when verified by TEM), the Contractor shall comply with CDPHE requirements for Minor Asbestos Spills (Regulation 8 III.T.2). If the high reading was the result of a failure of Work Area isolation measures initiate the following additional actions:
 - a. Immediately erect secondary barriers to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor). Impart negative pressure in the enclosed area.
 - b. Decontaminate the affected area.

- c. Require that respiratory protection be worn in affected area until area is cleared for re-occupancy.
 - d. Leave Critical Barriers in place until completion of work and insure that the operation of the pressure differential system in the Work Area results in a flow of air from the balance of the building into the affected area.
 - e. After passage of Visual Inspection in the Work Area remove barriers separating the work area from the affected area. Final air samples will be taken within the affected area.
3. Elevated Ambient Levels – Industrial Hygiene representative will collect air samples in the general work areas prior to work beginning and analyze by PCM. If the analytical result exceeds the 70 s/mm² by TEM or 0.01 f/cc by PCM, whichever is applicable, then the existing level determined by the results of sampling will be the MAAL.
 4. In the event that areas beyond the work area become contaminated with asbestos, asbestos-containing dust/debris, and/or visible emissions from the work area, the Contractor shall be responsible for all costs associated with cleaning and subsequent testing (visual inspection, air sampling and bulk analysis) of these areas.
 5. If the high reading was the result of other causes initiate corrective action as required by the applicable regulations at the direction of the Owner.

Effect on Contract Sum: Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control. Contractor is responsible for all costs associated with TEM verification where PCM samples exceed 0.01 f/cc, and any subsequent cleaning and additional sampling costs regardless of TEM sample results.

3 SCHEDULE FOR ABATEMENT

The project schedule has been expedited by the Owner. The Owner wishes to complete the project as quickly as possible after start – beginning approximately late Fall 2023 and completion by end of 2023.

4 ABATEMENT SUBMITTALS

The following sections detail the required submittals for the project.

4.1 Project Design

If required, prepare a Project Design as required by Regulation No. 8. Include in the plan the general locations and layouts of decontamination areas, air change calculations, the sequencing of asbestos work (containments and work areas), methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including staging and waste loadout procedures, and location of approved disposal site. The Project Design must be signed by a CDPHE certified Project Designer and be available onsite during abatement. The Contractor is solely responsible for construction means, methods, techniques and sequences, and procedures with respect to complying with applicable regulations.

4.2 Abatement Technical Submittals

The Contractor shall submit all technical documentation prior to start of work as specified in this section using the list and schedule provided below.

- ✓ Copy of Permit (posted onsite and post project).
- ✓ Copies of all worker AHERA / STATE certifications (pre-project).
- ✓ Copies of all worker asbestos medical evaluations (pre-project).
- ✓ Copies of all worker respirator fit tests (pre-project).
- ✓ Copies of MSDS for all chemicals (spray-glue, encapsulant, surfactant etc.) that will be used.
- ✓ Copy of Employee Safety Training Matrix (pre-project).
- ✓ Copy of Job Safety Analysis (JSA) (pre-project).
- ✓ Copy of Inspection Report (posted onsite)
- ✓ Project Design (if required, posted onsite)
- ✓ OSHA Monitoring Records (posted daily).
- ✓ Daily Manometer Readings (post project).
- ✓ Daily Entry/Exit Log (post project).
- ✓ Asbestos and universal/household waste receipts / total (post project).

5 PROJECT COORDINATION

The Contractor shall execute the work under this Contract with minimal disturbance to nearby facility activities. A schedule shall be coordinated with the Owner and Owner Representative to minimize effects of abatement operations and possible interruptions of power or water. Coordination shall include informal meetings with the Owner and onsite representatives such as the following:

- **Inspect** areas in which work will be performed, prior to commencement of work. Prepare a listing of damage to structure, surfaces, and equipment or of surrounding properties, which could be misconstrued as damage resulting from the work. Contractor may photograph or videotape existing conditions as necessary to document conditions. Submit to the Owner for record purposes prior to starting work.
- **Informal Pre-construction Conference** to be convened by FEI or IH representative, if desired, prior to start of any work. The conference will be scheduled before start of construction, at a time convenient to the Owner, but no later than the day of the start of the project. Meet at the project site, or as otherwise directed. Authorized representatives of the Owner and any Owner Representatives will be in attendance. An authorized representative of the Contractor and its project supervisor and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- **Project Closeout-** Before demobilization from the Site, a project punch list may be requested, completed and accepted by the Owner and/or Owner Representative. The punch list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated prior to demobilization.

6 MOBILIZATION AND DEMOBILIZATION

1. Mobilization and demobilization to and from construction site includes providing traffic control, utility locates, certificates of insurance, project schedule, construction permits, inspections and occupancy certificates, drawings, field test results, and other documentation, as necessary.

2. The site is to remain clean of debris, litter, and any other foreign substances. The Contractor is also responsible for keeping surrounding roadways free of debris.
3. Disruption to the site is to be to a minimum during abatement. Work shall be performed between the hours of 0700 and 1900, Monday through Friday. Work on Saturday and Sunday may take place with the prior approval of the Owner. The Contractor will provide temporary buildings, storage areas, restrooms, and any other facilities necessary to perform work.

6.1 Permits, Fees and Taxes

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the execution and completion of the Work. The Contractor shall give the proper authorities all required notices, file all required plans, and obtain inspections and certificates-of-occupancy relative to the completion of Work. The Contractor is responsible for the payment of all sales, consumer, use and other taxes required by law, including all taxes properly assessed against his or her equipment or property used in connection with the Work.

7 UNIVERSAL HAZARDOUS WASTE REMOVAL AND DISPOSAL

Contractor shall be responsible for compliance with all applicable federal, state and local regulations governing the removal, handling, storage and transportation of hazardous materials including DOT requirements for transportation of hazardous materials on public thoroughfares. The Owner or representative will review all transportation manifests prior to hazardous materials leaving the site.

Contractor shall provide the Owner with a final list of types (and numbers of each) of materials removed and an original copy of generator's hazardous waste manifest, a copy of the land ban (whenever necessary) and the original signed copy of the manifest returned from the disposal facility. The original manifest must be received back from the disposal facility within 35 days from the date that the waste was removed from the site. If a signed copy of the manifest is not received within 35 days from the pickup date, the Contractor shall notify the Owner immediately. The Contractor is responsible for contacting the waste disposal facility for obtaining missing copies of the hazardous waste manifests.

Contractor shall be responsible for training its own personnel in compliance with all hazardous waste training requirements including but not limited to those found in 6 CCR 1007-3.

Waste materials identified by FEI are listed below. In some cases, further evaluation of the materials may be required to determine the proper waste classification:

Skills Academy – First Floor

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	192	Throughout first floor

Fluorescent Light Fixtures	96	Throughout first floor
Incandescent Light Bulbs	12	Throughout first floor
Fluorescent Bulb “U” Shape	14	Throughout first floor
Emergency Lights	8	Throughout first floor
Exit Signs	8	Throughout first floor
Smoke Alarms	20	Throughout first floor
Fire Extinguisher	9	Throughout first floor
Thermostats	2	Throughout first floor
Drinking Fountains	2	Throughout first floor
Refrigerator	2	Throughout first floor
Red Fire Alarm	3	Throughout first floor
Exterior Fluorescent Lights	6	Throughout first floor
Fire Suppression - Glycol	N/A	Throughout first floor
Household Waste – Cans and Bug Spray	3 cans, 1 bottle of bug spray	First Floor Sprinkler System Room

Skills Academy – Second Floor

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	34	Throughout second floor
Fluorescent Light Fixtures	17	Throughout second floor
Incandescent Light Bulbs	6	Throughout second floor
Exit Signs	2	Throughout second floor
Thermostat	2	Throughout second floor
Fire Extinguisher	1	Throughout second floor
Fire Suppression - Glycol	N/A	Throughout second floor

Unit 1434

Waste Description	Quantity	Location
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No access	No access	No access
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Unit 1436

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	165	Throughout Unit 1436
Fluorescent Light Fixtures	101	Throughout Unit 1436
Fluorescent “U” Shape Bulbs	35	Throughout Unit 1436
Exit Signs	2	Throughout Unit 1436
Thermostats	3	Throughout Unit 1436
House Hold Waste – Empty Cavicide bottles	4	Throughout Unit 1436
House Hold Waste – Paint Cans	6 (3qt), 1 (1qt), 1 (5 gal)	Storage rooms
House Hold Waste – 4 gallon bucket of Roberts 2310 Resilient flooring adhesive	1	North storage room

Unit 1438

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 8-Foot Long	33	Throughout Unit 1438
Fluorescent Light Bulbs, 4-Foot Long	8	Throughout Unit 1438
Fluorescent Light Fixtures	17	Throughout Unit 1438
Incandescent Light Bulbs	11	Throughout Unit 1438
Wall mounted A/C (EQK Brand)	1	West shop
Ceiling mounted A/C and heating unit	1	Middle shop
Thermostats	4	Throughout Unit 1438
House Hold Waste – 3qt Paint Can	3	Storage Room
House Hold Waste – Empty 1.5 gallon Clorox cleaner with bleach	1	Storage Room
House Hold Waste – Odor ban spray bottle	1	Bathrooms
House Hold Waste – Empty comet cleaner	1	Bathrooms

Unit 1440

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	27	Throughout Unit 1440
Fluorescent Light Bulbs, 2' "U" Shape Bulb	6	Throughout Unit 1440
Fluorescent Light Fixtures	12	Throughout Unit 1440
Incandescent Light Bulb	1	Bathroom
Thermostat	1	Throughout Unit 1440
Household Waste – 2qt Bottle of bleach	1	Lobby

Coffee Shop

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	15	Throughout Coffee Shop
Fluorescent Light Bulbs, 8-Foot Long	2	Throughout Coffee Shop
Fluorescent Light Fixtures	6	Throughout Coffee Shop
Incandescent Light Bulbs	17	Throughout Coffee Shop
Thermostat	2	Throughout Coffee Shop
Household Waste – 3qt Paint Can	1	Storage
Household Waste – 1qt Paint Can	2	Storage
Household Waste – ¾ bottle RINZA milk frothier cleaner	1	Storage

Unit 1444

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	10	Throughout 1444
Fluorescent Light Bulbs, 8-Foot Long	10	Throughout 1444
Fluorescent Light Fixtures	10	

Thermostat	1	Throughout 1444
Wall/Ceiling mounted HVAC Unit	1	Storage

Unit 1446

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	18	Throughout 1446
Fluorescent Light Bulbs, 8-Foot Long	2	Throughout 1446
Fluorescent Light Fixtures	7	Throughout 1446
Incandescent Light Bulbs	2	Bathroom/Storage
Thermostat	1	Throughout 1446
Household Waste – 3qt Paint Can	2	Storage
Household Waste – 5gal Paint Can	1	Storage
Household Waste – 15gal Paint Cant	1	Storage

Shop

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	126	Throughout Shop & Loose
Fluorescent Light Bulbs, 8-Foot Long	10	Loose in shop
Fluorescent Light Fixtures	12	
Incandescent Light Bulbs	6	Bathroom/Storage
Thermostat	2	Throughout Shop
HVAC System	2	Throughout Shop
Refrigerator	1	Throughout Shop
Loose LED Bulbs	50	Throughout Shop
Fire Extinguisher	1	Throughout Shop
Household Waste – 5qt Penzoil	1	Throughout Shop
Household Waste – 2qt Pure Bright	1	Throughout Shop
Household Waste – 3qt Paint Can	40	Throughout Shop
Household Waste – 5gal Paint Can	5	Throughout Shop
Household Waste – Lawn Mower Oil	2	Throughout Shop

Household Waste – Clear Ammonia-Crest	1	Throughout Shop
Household Waste – Antifreeze / Coolant 1gal	6	Throughout Shop
Household Waste – Gas Cans	5	Throughout Shop
Household Waste – Gordons Grass Herbicide 1gal	4	Throughout Shop
Household Waste – Bucket of Batteries	1	Throughout Shop
Household Waste – 1qt Paint can	12	Throughout Shop
Household Waste – Industrial Choice Inverted Stripping Paint	3	Throughout Shop

Unit 1502

Waste Description	Quantity	Location
No Access	No Access	No Access

Unit 1504

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	147	Throughout 1504
Fluorescent Light Fixtures	38	Throughout 1504
Incandescent Light Bulbs	4	Bathrooms
Thermostats	2	Throughout 1504
Household Waste – 32oz Polyurethane	1	Shop #2

Unit 1506

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	100	Throughout 1506
Fluorescent Light Bulbs, 2’ “U” Shape Bulb	2	Exit
Fluorescent Light Fixtures	25	Throughout 1506
Exit Signs	1	Exit door
Thermostat	1	Throughout 1506
2’ U bulb (2 each)	1	Throughout 1506

Unit 1510

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	176	Throughout 1510
Fluorescent Light Fixtures	38	Throughout 1510
Incandescent Light Bulbs	4	Throughout 1510
Exit Signs	2	Throughout 1510
Drinking Fountain	1	Throughout 1510
Fire Extinguisher	1	Throughout 1510
Fire Alarm	1	Throughout 1510
Thermostat	1	Throughout 1510
Household Waste – 3qt paint can	3	Storage
Household Waste – 5gal paint can	1	Storage
Household Waste – 1qt Floor Adhesive	1	Storage

Senior Center

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	304	Throughout Senior Center
Fluorescent Light Bulbs, 2' "U" Shape Bulb	56	Throughout Senior Center
Fluorescent Light Fixtures	180	Throughout Senior Center
Incandescent Light Bulb	50	Throughout Senior Center
Fluorescent Light Bulb	12	Throughout Senior Center
Exit Signs	4	Throughout Senior Center
Emergency Lights	4	Throughout Senior Center
Smoke/Fire Alarms	28	Throughout Senior Center
Fire Extinguishers	8	Throughout Senior Center
Thermostats	24	Throughout Senior Center
Ceiling mounted heater / AC with thermostat	1	Throughout Senior Center
CO2 Monitor	1	Throughout Senior Center
Smoke Detector	6	Throughout Senior Center
Wall Mounted A/C Unit	1	Kitchen hallway
Exterior LED Bulbs	15	Throughout Senior Center
Household Waste – Rinse-Rile 5gal	1	Kitchen

Household Waste – Proline dry-it 5gal	1	Kitchen
Household Waste – Green detergent (proline) 5gal	1	Kitchen
Household Waste – Temp detergent 5gal	1	Kitchen
Household Waste – Rinse-Rile 5gal	1	Kitchen
Fire Suppression - Glycol	1	Throughout Senior Center

Unit 1520

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	63	Throughout Unit 1520
Fluorescent Light Bulbs, 2-Foot Long	6	Throughout Unit 1520
Fluorescent Light Fixtures	16	Throughout Unit 1520
Smoke Detectors	2	Throughout Unit 1520
Exit Signs with emergency lights	3	Throughout Unit 1520
Thermostat	1	Throughout Unit 1520
Fire Extinguisher	4	Throughout Unit 1520
House Hold Waste – Paint Cans	5 (3qt), 1 (1qt), 1 (5gal)	Kitchen
House Hold Waste – Roberts 2310 floor adhesive	1 (1gal)	Kitchen

Unit 1524

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	48	Throughout Unit 1524
Fluorescent Light Fixtures	12	Throughout Unit 1524
Fluorescent Light Bulbs	8	Throughout Unit 1524
Incandescent Light Bulbs	7	Throughout Unit 1524
Smoke Detector	1	Lobby
Thermostat	2	Throughout Unit 1524
Fire Extinguisher	1	Lobby
Wall Mounted A/C Unit	2	Bathroom/break room

Laundry

Waste Description	Quantity	Location
Fluorescent Light Bulbs, 4-Foot Long	16	Throughout Unit
Fluorescent Light Fixtures	21	Throughout Unit
Incandescent Light Bulbs	2	Bathrooms
Exit Signs	2	Throughout

Exterior

Waste Description	Quantity	Location
HID Street Lights	18	Throughout parking lot

General Procedures for UHW Handling and Disposal

The following procedures are excerpts from various sources on UHW handling and disposal. They do not preclude the contractor from complying with regulations for a particular type of waste.

Mercury Containing Lamps

Fluorescent and high-intensity discharge (HID) lamps contain a small quantity of mercury that can be harmful to the environment and to human health when improperly managed. Mercury is regulated under RCRA, which is administered by the US Environmental Protection Agency. Under current Federal law, mercury-containing lamps such as fluorescent and HID lamps may be hazardous waste. In addition, incandescent and HID lamps may contain small quantities of lead that can also be potentially harmful to human health and the environment. To prevent these toxic materials from contaminating the environment, dispose of used lamps responsibly.

Polychlorinated Biphenyls (PCBs)

PCB-containing materials are classified in the regulations according to the concentration of PCBs present. There are three classifications of PCB-containing materials:

- PCB \geq 500 ppm
- PCB-contaminated 5-500 ppm
- TSCA-regulated 50-500 ppm
- Non-PCB <5 ppm

Mixtures of PCB-containing materials are subject to all requirements of the highest PCB concentration classification within the mixture. The deliberate dilution of PCB materials to reduce the concentration of PCBs in a resultant mixture is prohibited. Federal and some state regulations may differ on PCB classifications for waste. Under federal regulations, waste with a concentration below 50-ppm PCB may

be defined as non-PCB waste; whereas, under state regulations waste must have a concentration below 5-ppm PCB to be defined as non-PCB waste.

Fluorescent fixture ballasts

The primary concern regarding the disposal of used fluorescent ballasts is the health risk associated with PCBs. Human exposure to these possible carcinogens can cause skin, liver, and reproductive disorders. Fluorescent and high-intensity discharge (HID) ballasts contain a small capacitor that may contain high concentrations of PCBs (greater than 90% pure PCBs or 900,000 ppm). These chemical compounds were widely used as insulators in electrical equipment such as capacitors, switches, and voltage regulators through the late 1970s.

The Toxic Substances Control Act (TSCA) was enacted in 1976, and subsequently banned the production of PCBs in the United States. The specific regulations governing the use and disposal of PCBs are found in Volume 40 Code of Federal Regulations (CFR) Part 761.

The proper method for disposing used ballasts depends on several factors, such as the type and condition of the ballasts and the regulations or recommendations in effect in the state(s) where you remove or discard them. TSCA specifies the disposal method for ballasts that are leaking PCBs. In addition, generators of PCB-containing ballast wastes may be subject to notification and liability provisions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (also known as "Superfund.") To select the appropriate disposal method for PCB-containing ballasts, refer to the decision flow chart on the following page.

Because disposal requirements vary from state to state, check with regional, state, or local authorities for all applicable regulations in your area.

Collection and Disposal of PCB Ballasts

Light fixtures were identified on site that could contain PCB transformers. The Owner prefers recycling all ballasts, including non-PCP and electronic. This is because non-PCB ballasts still contain oil, and electronic ballasts have electronics in them that can be recycled. The Contractor should sort and label for disposal PCB ballasts, non-PCB ballasts, and electronic ballasts. The specific regulations governing the use and disposal of PCBs are found in Volume 40 Code of Federal Regulations (CFR) Part 761. The following procedures will be followed if discovered in lighting systems during completion of the project:

- Identifying PCB Ballasts
 - Use the following guidelines to identify ballasts that contain PCBs.
 - All ballasts manufactured through 1979 contain PCBs.
 - Ballasts manufactured after 1979 that do not contain PCBs are labeled "No PCBs."
 - If a ballast is not labeled "No PCBs," assume it contains PCBs.
 - It is extremely important to find out if a ballast containing PCBs is leaking before you remove it from the fixture, so that you can handle it properly.

- Contractor shall be responsible for training their own employees in the proper management of PCB wastes. If hazardous wastes or PCB's are to be transported on public roads, the Contractor shall be responsible for insuring that his employees are properly trained to comply with DOT shipping regulations.

- Collect all ballasts. Ballasts marked "No PCBs" or electronic ballasts should be recycled or may be discarded with normal solid waste.
- Do not touch the oil or tar leaking from PCB ballast. Contractor shall wear rubber gloves when handling leaking PCB ballasts.
- Cut off the wires at the ballast to eliminate unnecessary disposal costs (based on weight). Remove the ballasts from the light fixture and place them into 55-gallon drums (DOT approved 1A2, 400 kg type) if they contain PCBs.
- If a PCB containing ballast is leaking appreciable oil, place it into a clear plastic bag. Seal the plastic bag and place it into a specific 55-gallon drum (DOT approved 1A2, 400 kg type) dedicated only for leaking ballasts.
- All drums (DOT approved 1A2, 400 kg type) shall be stored in a secured area as determined by the Owner under lock and key. All drums shall be labeled with appropriate EPA PCB warning label and DOT labels. Fill 55-gallon drums only half full to maintain drums at a manageable weight.

Refrigerants, Halogenated Fluorocarbons, Chlorofluorocarbons (CFCs)

The building owner or contractor must verify that all refrigerants from air conditioning/refrigeration appliances have been properly recovered in accordance with AQCC Regulation No. 15 prior to demolition (for information on CFC requirements call 303-692-3100). All persons handling CFC's must be trained and certified. No one may intentionally release these compounds. All CFC's must be captured using approved recovery equipment.

Household Waste

Household hazardous waste (HHW), sometimes called retail hazardous waste or "home generated special materials", is post-consumer waste which qualifies as hazardous waste when discarded. It includes household chemicals and other substances for which the owner no longer has a use, such as consumer products sold for home care, personal care, automotive care, pest control and other purposes. These products exhibit many of the same dangerous characteristics as fully regulated hazardous waste due to their potential for reactivity, ignitability, corrosivity, toxicity, or persistence. Examples include drain cleaners, oil paint, motor oil, antifreeze, fuel, poisons, pesticides, herbicides and rodenticides, fluorescent lamps, lamp ballasts, smoke detectors, medical waste, some types of cleaning chemicals, and consumer electronics (such as televisions, computers, and cell phones).

Collection and Disposal of Mercury Filled Fluorescent Lamps and Other Lamps

Tube lamps were identified in the building. The following procedures will be used for recycling and disposal of lamps in general during the completion of the project:

- Contractor is responsible for compliance with all applicable federal, state and local regulations. Contractor shall collect fluorescent lamps in 4-foot cardboard containers. Lamps must completely fit inside containers to allow ends to be sealed tightly shut on both ends. Contractor shall carefully remove and handle lamps to prevent damage or breakage of glass.

- Contractor shall label each container with universal waste labels, including date the first tube was placed inside the container.
- Contractor shall store full containers on pallets. No more than 20 containers per pallet. Contractor shall shrink wrap containers on pallets prior to shipping. Properly packed and labeled containers shall be stored under lock and key in a building determined by Owner, until sufficient quantities of waste are collected to meet minimum quantities for transport off-site.
- Contractor shall also collect all sodium vapor lamps, mercury vapor lamps, ultra violet lamps, compact fluorescent fixtures and metal halide lamps. These materials shall be properly handled, packaged and disposed.

Collection and Disposal of Mercury Filled Thermostats

Mercury thermostats were identified onsite. The following procedures will be followed for removal and disposal of mercury during completion of the project:

Universal waste mercury-containing thermostat or containers containing only universal waste mercury-containing thermostats must be labeled or marked clearly with one of the following phrases:

Universal Waste-Mercury Thermostat(s)	Waste Mercury Thermostat(s)	Used Mercury Thermostat(s)
--	-----------------------------	----------------------------

Training

- Employees must be trained in the proper handling and emergency response procedures appropriate to the type of universal waste.

Disposal

- When it leaves the facility, universal waste must go to another universal waste handler, a destination facility, or a foreign destination. The Colorado Department of Public Health and Environment strongly encourages heating, ventilation and air conditioning (HVAC) wholesalers, distributors, installation contractors and household hazardous waste collection programs to participate in the Thermostat Recycling Corporation's thermostat recycling program for all brands of wall-mounted mercury thermostats removed from service. The program is designed to provide a convenient and inexpensive way for you to recycle mercury thermostats. Participating facilities are encouraged to accept mercury thermostats from homeowners and other entities that wish to recycle mercury thermostats. Please contact the Mercury-free Colorado Campaign at cdphe.hmercury@state.co.us to learn more about this program.
- A list of participating wholesalers and contractors in Colorado can be found on our website at: www.cdphe.state.co.us/hm/mercury/thermostat/participatingfac.htm
- The contractor is responsible for compliance with all applicable federal, state and local regulations. Remove mercury thermostats with care. If the mercury-containing vial in a thermostat is broken the contractor must clean up the spill with a special mercury vacuum cleaner. Collect mercury thermostats in sealed leak proof containers marked with a universal waste label. Store the mercury thermostats in a secure area until disposal is possible.

- A bill of lading is typically used to ship mercury thermostats off-site for disposal as universal waste. Contractor shall provide copies of all bill-of-lading to the Owner.

Collection and Disposal of Exit Signs with Radioactive Materials

There were exit signs identified onsite. Radioactive exit signs were not identified during the screening process; however, the following procedures will be used if discovered during completion of the project:

- Contractor is responsible for compliance with all applicable federal, state and local regulations. Contractor shall collect all exit signs containing radioactive hydrogen (tritium). These signs will have a radiation warning label (magenta and yellow label) if inspected carefully. The radioactive warning label is usually not visible unless the whole sign is removed from the wall. Contractor shall store all radioactive signs in a leak proof secondary container in a secure area determined by the Owner under lock and key.
- Contractor shall use caution when removing radioactive exit signs to avoid breaking the glass tubes inside the sign that hold the radioactive tritium.
- Contractor shall notify the Owner Radiation Safety Officer IMMEDIATELY if sign breaks or is leaking.
- Contractor shall return radioactive signs to the manufacturer by obtaining approval and instructions for shipping. If the manufacturer will not accept the signs, contractor shall contact CDPHE for pricing and disposal instructions.
- Contractor shall contact the Owner prior to shipping radioactive signs back to the manufacturer or off-site as waste. Contractor shall provide copies of all waste shipment manifests or bill-of-lading to Owner.

Collection and Disposal of Smoke Alarms

There were smoke alarms identified in the buildings. The following procedures will be followed for removal and disposal:

- Contractor is responsible for compliance with all applicable federal, state and local regulations. Contractor shall inspect all smoke detectors. Household smoke detectors contain only 1 micro curie of americium and may be discarded as regular construction debris. Commercial smoke detectors contain approximately 40 micro curies of americium. Commercial smoke detectors must be returned to manufacturer or disposed off-site as radioactive waste. Contractor shall store the commercial smoke detectors in a leak proof secondary container in a secure area determined by the Owner under lock and key.
- Contractor shall return the commercial smoke detectors to the manufacturer by obtaining approval and instructions for shipping. If the manufacturer will not accept the smoke detectors, contact CDPHE for pricing and disposal instructions.

- Contractor shall notify the Owner prior to shipping commercial smoke detectors back to the manufacturer or off-site as waste. Contractor shall provide copies of all waste shipment manifests or bill of lading to the Owner.

Batteries

Disposal and Recycling Methods, contact your local or county health department, waste disposal operator, extension educator, recycling facility, or call the EPA Hotline and ask for a copy of the publication: "Used Dry Cell Batteries" - phone (800) 424-9346. See the table below for disposal requirements:

Summary - Battery Disposal and Recycling Method

Battery Type	Common Name	Sizes Available	Examples of Use	Disposal classification	Proper Disposal
Alkaline (manganese)	Coppertop, Alkaline	AAA, AA, C, D, 6V, 9V	Flashlights, calculators, toys, clocks, smoke alarms, remote controls	These batteries are classified by the federal government as non-hazardous waste.	Place in the trash (normal municipal waste). Exceptions: California which requires non-households to dispose of these batteries in accordance with the California Universal Waste Rules.
Button	Mercuric Oxide, Silver Oxide, Lithium, Alkaline, Zinc-Air	Sizes vary	Watches, hearing aids, toys, greeting cards, remote controls	hazardous waste	Bring to a Household Hazardous Waste Collection Site
Carbon Zinc	"Classic", Heavy Duty, General Purpose, All Purpose, Power Cell	AAA, AA, C, D 6V, 9V	Flashlights, calculators, toys, clocks, smoke alarms, remote controls, transistor radios, garage door openers	These batteries are classified by the federal government as non-hazardous waste.	Place in the trash (normal municipal waste). Exceptions: California - requires non-households to dispose of these batteries in accordance with the California Universal Waste Rules.
Lithium / Lithium Ion	Usually has "lithium" label on the battery	3V, 6V, 3V button	Cameras, calculators, computer memory back-up, tennis shoes	These batteries are classified by the federal government as non-hazardous waste	They can be recycled!
Nickel-Cadmium (Rechargeable)	Either unlabeled or labeled "Ni-Cd"	AAA, AA, C, D, 6V, 9V	Flashlights, toys, cellular phones, power tools, computer packs	hazardous waste	Bring to a Household Hazardous Waste Collection Site
Nickel Metal Hydride (Rechargeable)	Either unlabeled or labeled "Ni-Li" or "Ni-Hydride"	AAA, AA, C, D, 6V, 9V	Flashlights, toys, cellular phones, power tools, computer packs	non-hazardous waste - except in California, which requires non-households to dispose of these batteries in accordance with the California Universal Waste Rules.	Safe for disposal in the normal municipal waste stream. These batteries are also acceptable for recycling by the Rechargeable Battery Recycling Corporation's (RBRC) Battery Recycling Program.
Reusable Alkaline Manganese (Rechargeable)	Renewal	AAA, AA, C, D	Flashlights, calculators, toys, clocks, radios, remote controls		Place in the trash
Sealed Lead Acid (Rechargeable)	"Gel," VRB, AGM, Cyclone, El Power, Dynasty, Gates, Lithonia, Saft, Panasonic, Yuasa	Multiples of 2 Volts: 2V, 6V, 12V	Video cameras, power tools, wheelchairs, ATV's, metal detectors, clocks, cameras	hazardous waste	Bring to a Household Hazardous Waste Collection Site
Lead Acid Vehicle Batteries	Autozone, Sears Die Hard, Yuasa	12V, 6V	Cars, trucks, motorcycles	hazardous waste	Take back to place of purchase. Most places that sell car batteries will also accept them for recycling. There may be a fee for this service. Metal recycler may pay you for your car battery. Look in the yellow pages under "Recycling Centers" for a list of recyclers.

Lead Paint and Lead Waste Removal

Lead Paint

There may be lead paint onsite, however, since the building is not a school the project does not meet the criteria for compliance with 40 CFR Part 745 Lead; Renovation, Repair, and Painting Program; Lead Hazard Information Pamphlet; Notice of Availability; and Final Rule. Contractor should still take measures to control paint chip and dust emissions and protect its workers during removal by using wet methods, drop clothes if necessary, and cleanup of dust and paint chips from pave surfaces with HEPA vacuums, or from soil.

Disposal

The TCLP analytical result of the composite sample had lead concentrations below 5.0 mg/l. Demolition debris may be disposed of as non-hazardous solid waste. TCLP laboratory data will be delivered to the successful contractor for waste disposal records to be submitted to the landfill.

Removal

If removing pipes, avoid cutting with a torch or grinding wheel because these tools generate high amounts of lead dust. If these tools must be used, then respirators and eye protection should be worn by the operators and any personal located within the vicinity of the work, especially if the work place is not ventilated. Removing pipes normally generates high amounts of dust. This dust can be minimized if the surface can be moisten by a damp sponge or rag.

Disposal Options

Arrange disposal with appropriate recycler. State and local regulatory agencies should maintain lists of qualified recyclers.

8 PROJECT CLOSEOUT

Before requesting final inspection for certification of final acceptance and final payment, complete the following (known exceptions must be listed in the request):

- ✓ Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations, where required.
- ✓ Submit copy of Owner's Representative final inspection report of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Owner's Representative.
- ✓ Submit lien release by subcontractors.
- ✓ Submit consent of surety to final payment.
- ✓ Submit final liquidated damages settlement statement (if required).
- ✓ Submit evidence of final, continuing insurance coverage complying with insurance requirements.

- ✓ Submit final closeout report with all permits, waste manifests, daily logs and other submittals called for in this document.

Final Inspection:

The Owner's Representative and Owner will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.

Upon completion of this inspection, the Owner will prepare a Notice of Acceptance, or the Owner's Representative will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

If necessary, inspection will be repeated.

Re-inspections:

Should Owner be required to perform more than one final inspection because of failure of Work to comply with original certifications of Contractor, Owner may compensate Owner's Representative for additional services, and deduct amount paid from final payment to Contractor.

Warranties:

The Contractor and each Subcontractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from, which shall appear in their work within a period of one year from the date of Notice of Acceptance and in accordance with the terms of any special warranties provided in the contract. The Owner shall give notice of observed defects with reasonable promptness.

9 QUALIFICATIONS AND LIMITATIONS

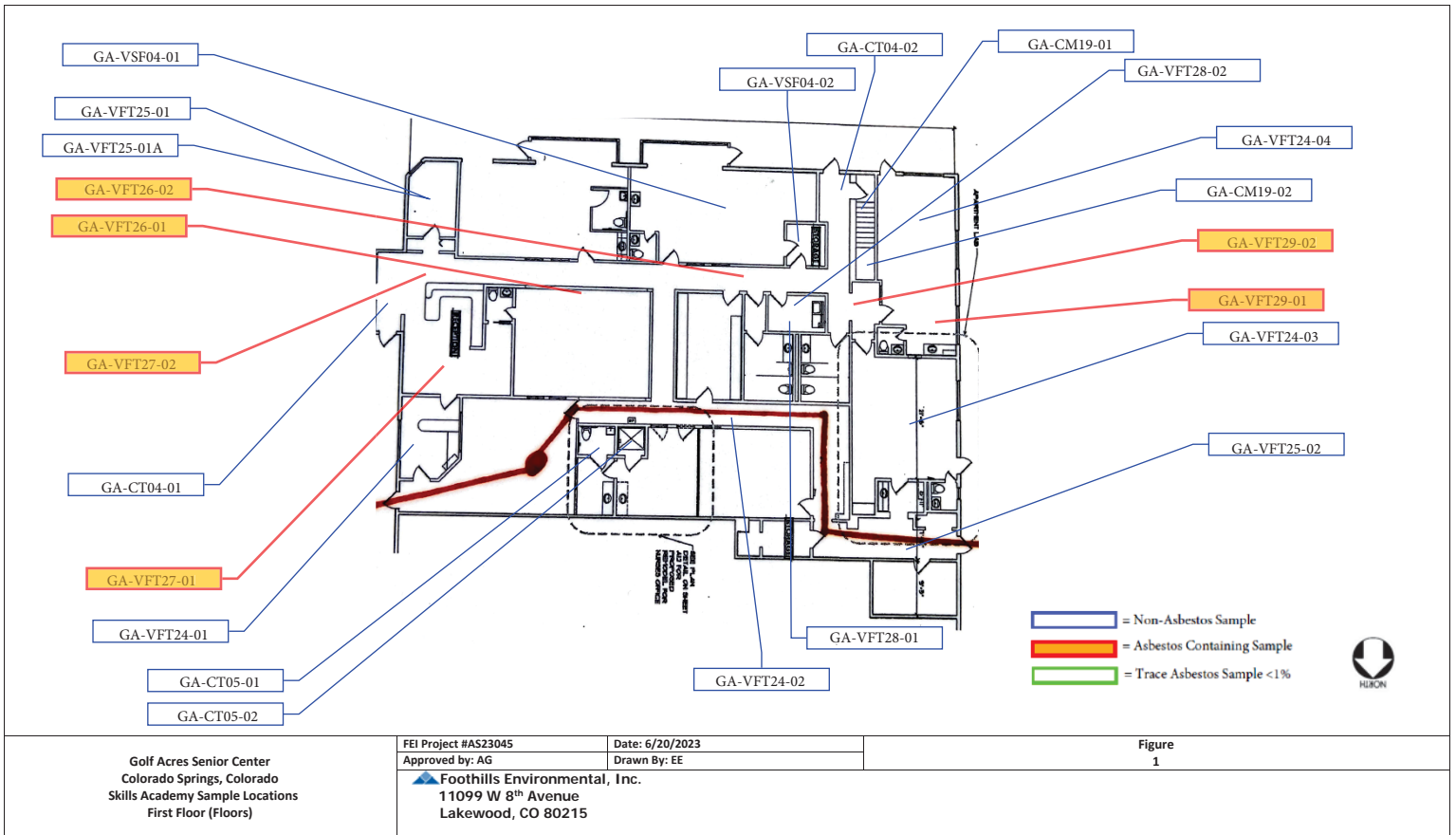
FEI completed this investigation and work plan in a manner consistent with current professional practices. The assessment was limited to sampling locations and analyses described in the report provided by the client and FEI's investigations. No other sampling or analyses were conducted during this investigation. Only readily accessible spaces were inspected; therefore, it is possible that ACM may still exist in areas that were inaccessible during the progress of the project. It is possible that additional reports or investigations could alter the conclusions of this assessment.

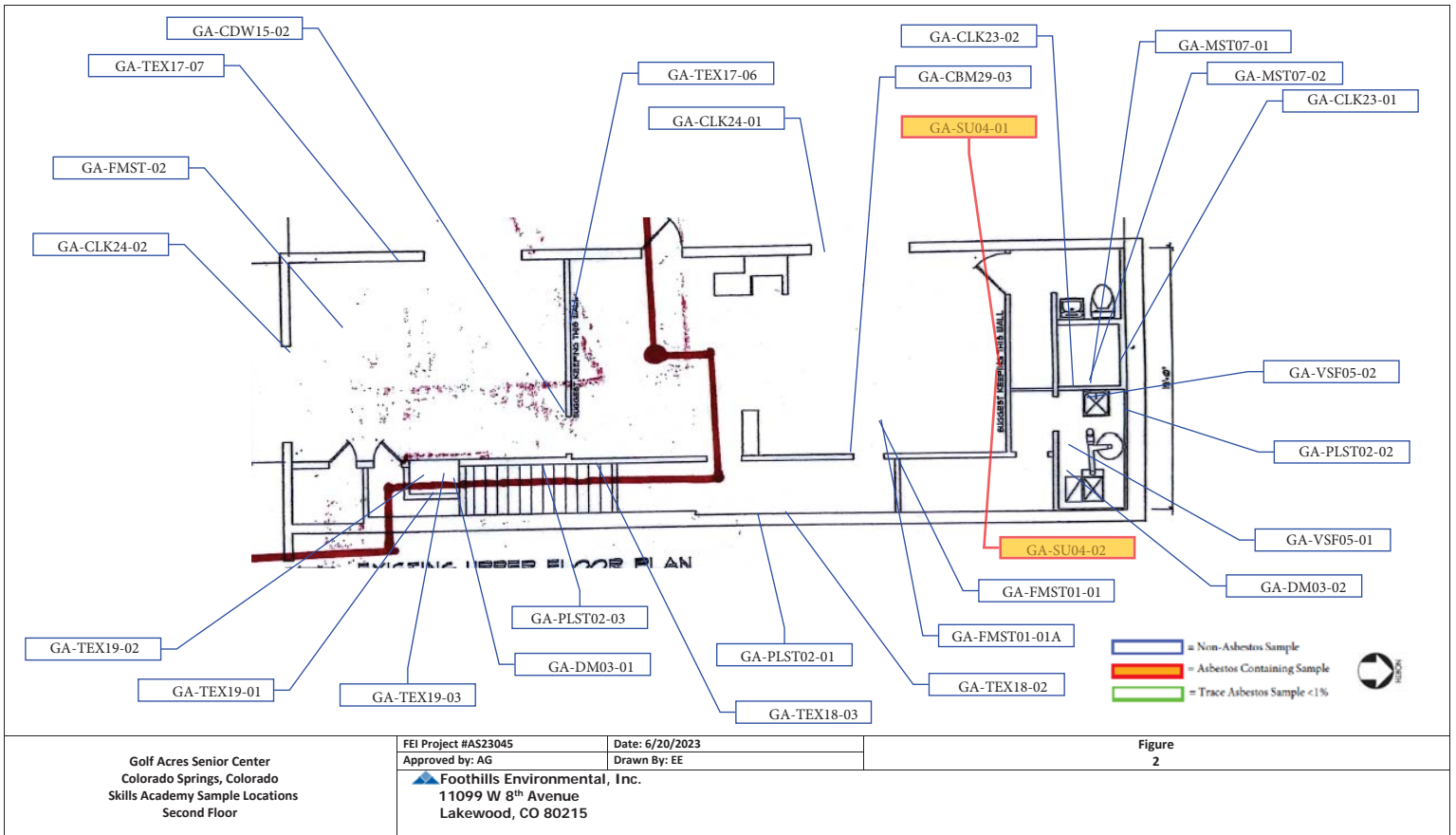
Procedures are prepared for use by the Contractor, but do not limit the Contractor from performing its work according to any regulations not included in this document.

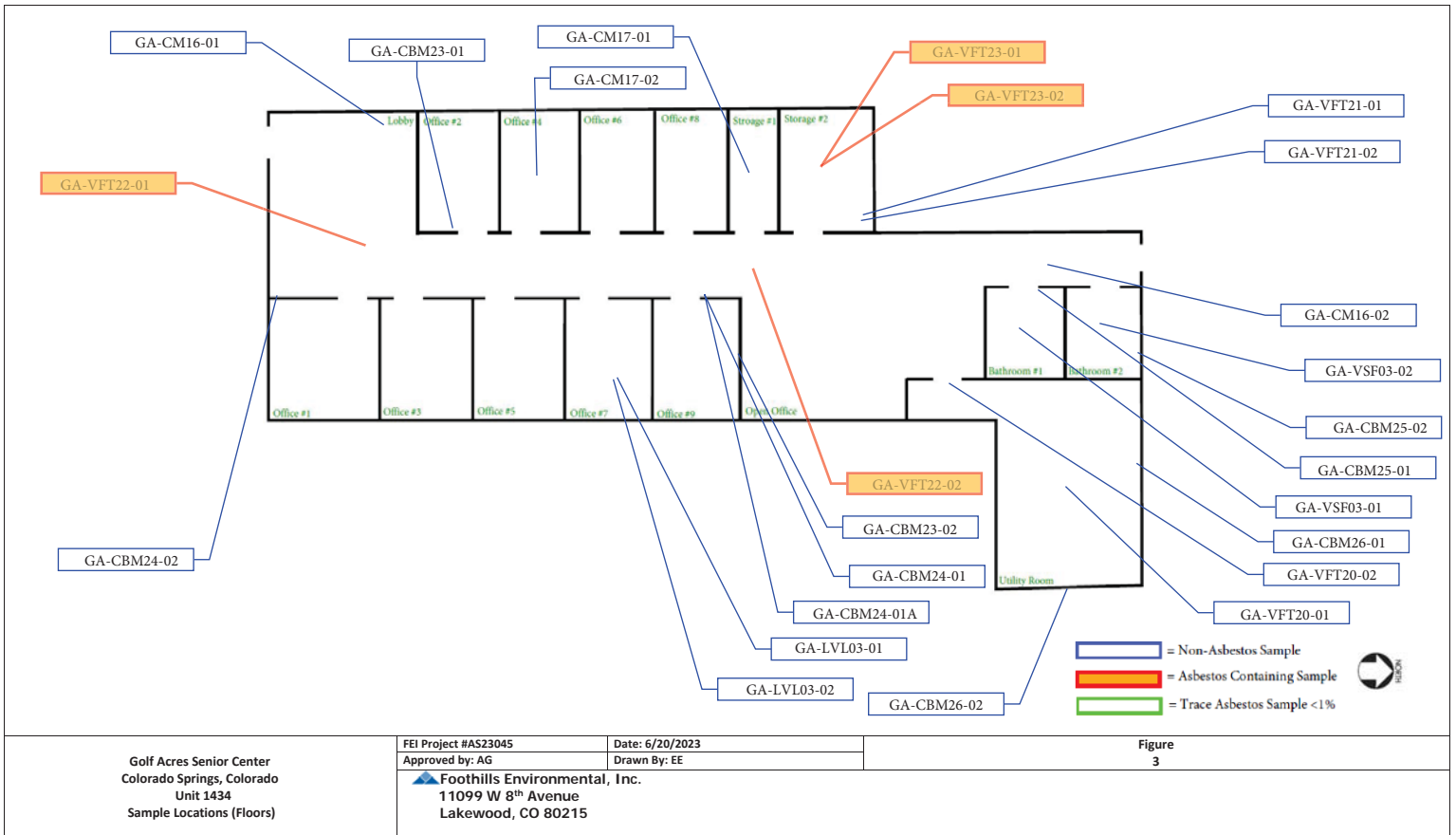
This report is intended for use only by the client or its designees. Any future use of this report by anyone other than the above-referenced client will require authorization by FEI.

ATTACHMENT 1

DRAWINGS

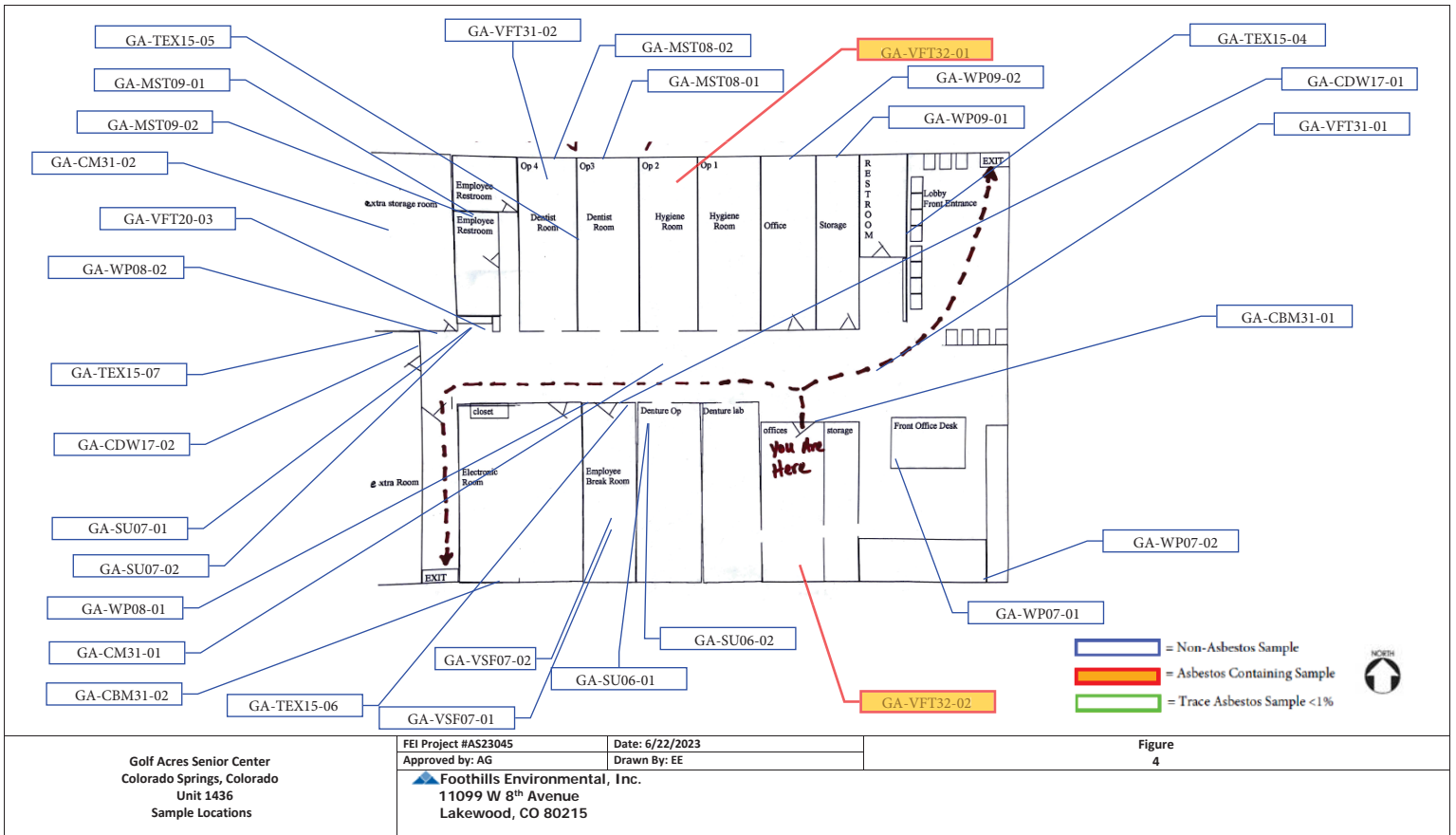


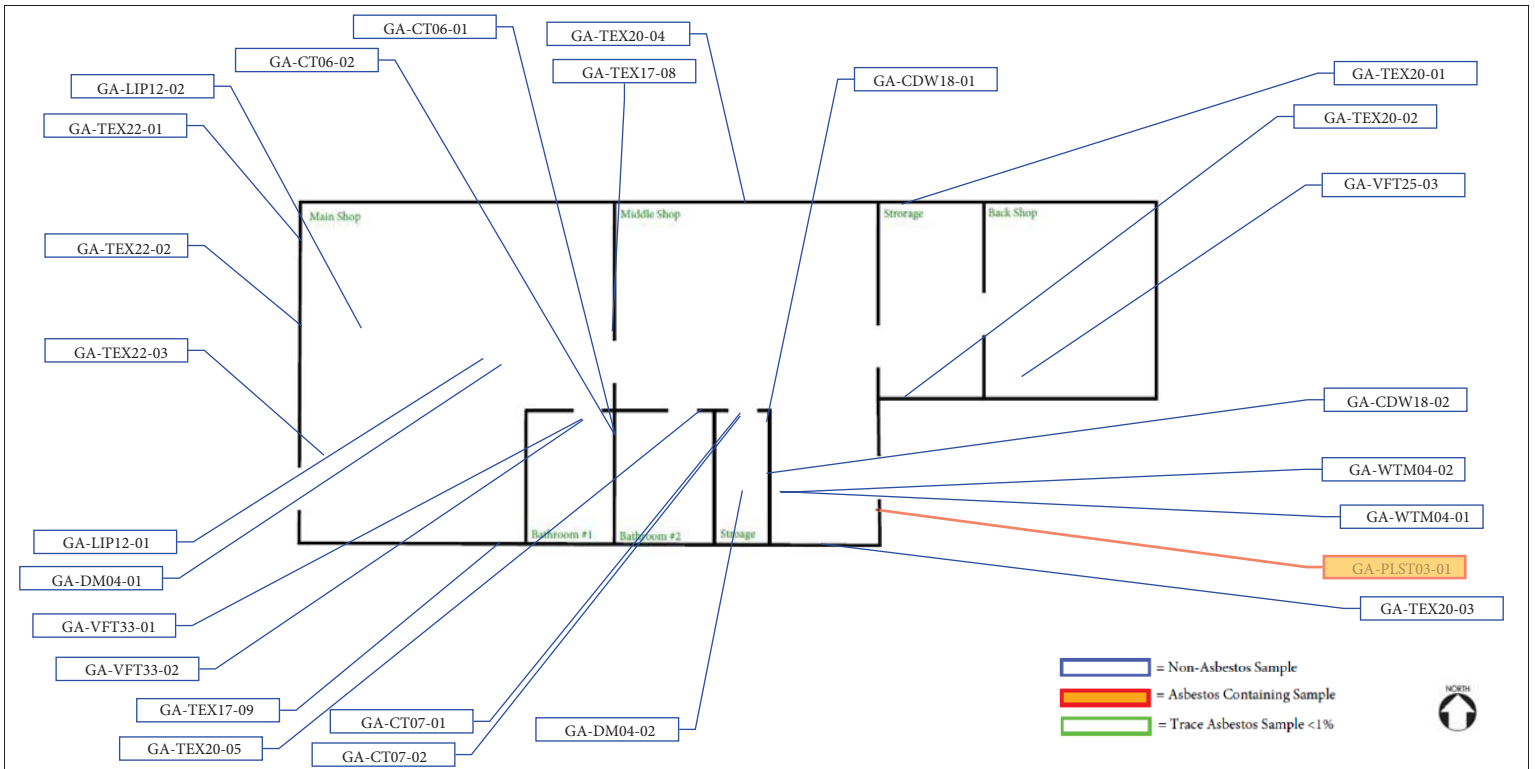




Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1434
 Sample Locations (Floors)

FEI Project #AS23045	Date: 6/20/2023
Approved by: AG	Drawn By: EE
Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215	



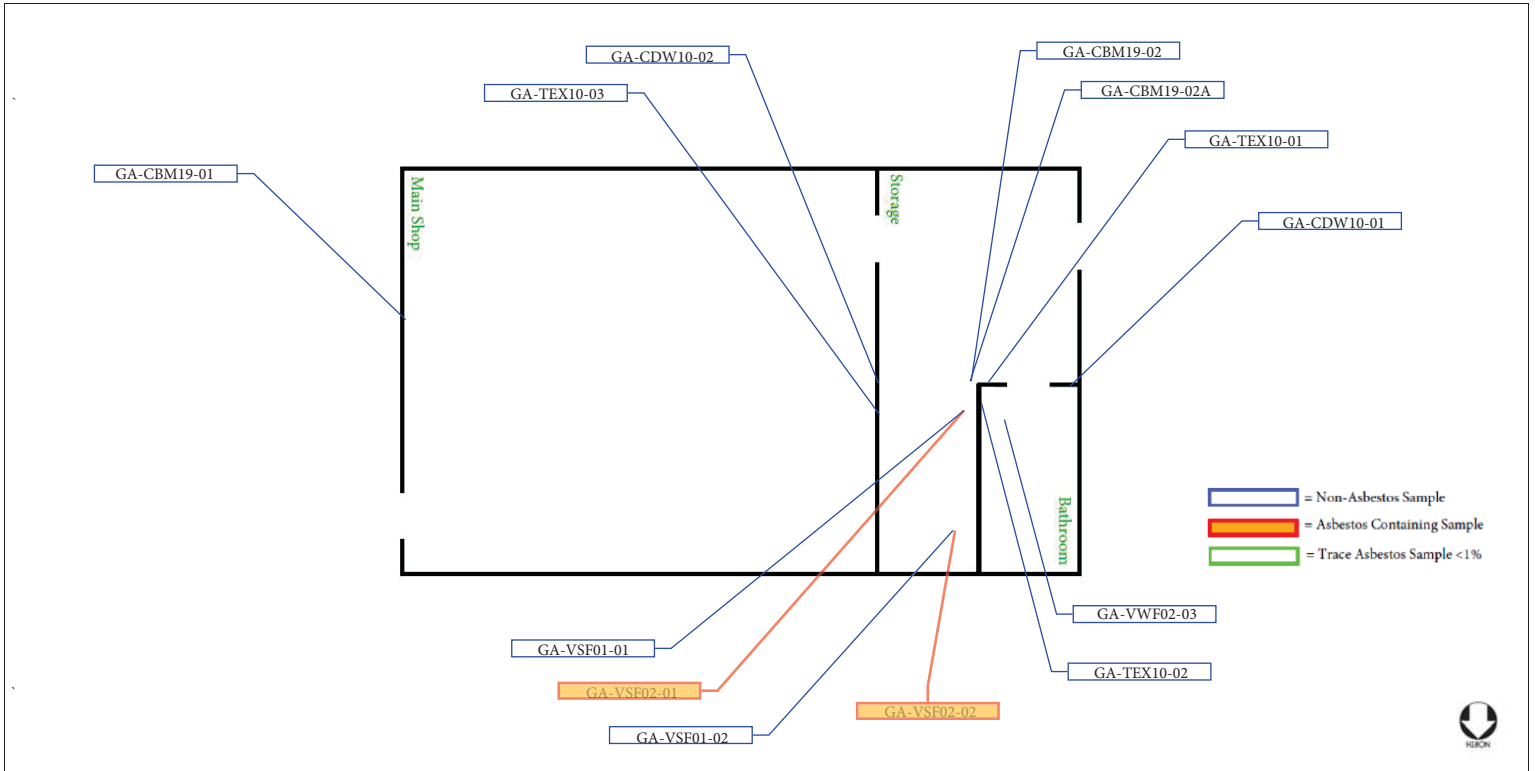


Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1438
 Sample Locations

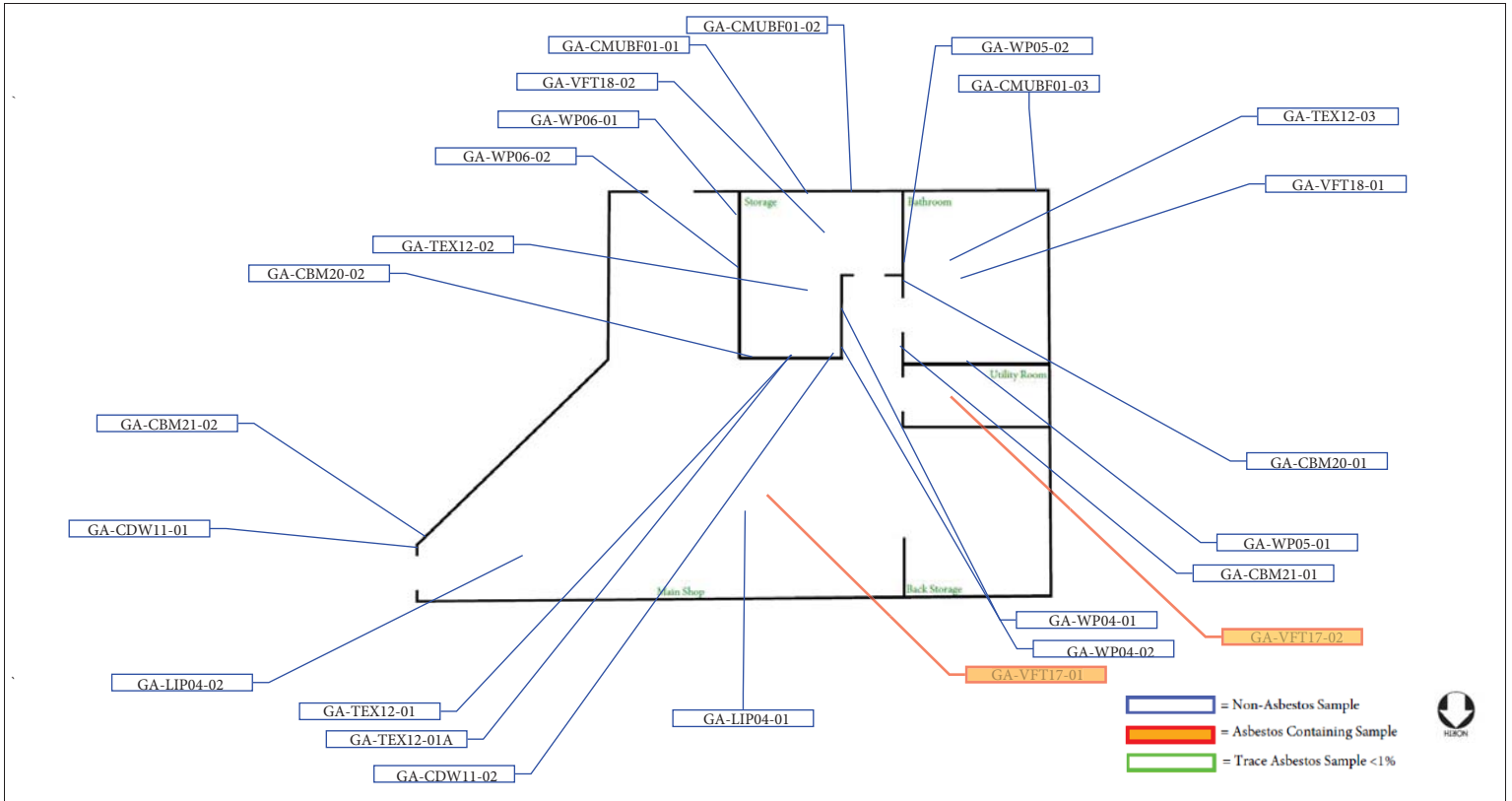
FEI Project #AS23045	Date: 6/22/2023
Approved by: AG	Drawn By: EE

Foothills Environmental, Inc.
 11099 W 8th Avenue
 Lakewood, CO 80215

Figure
 5



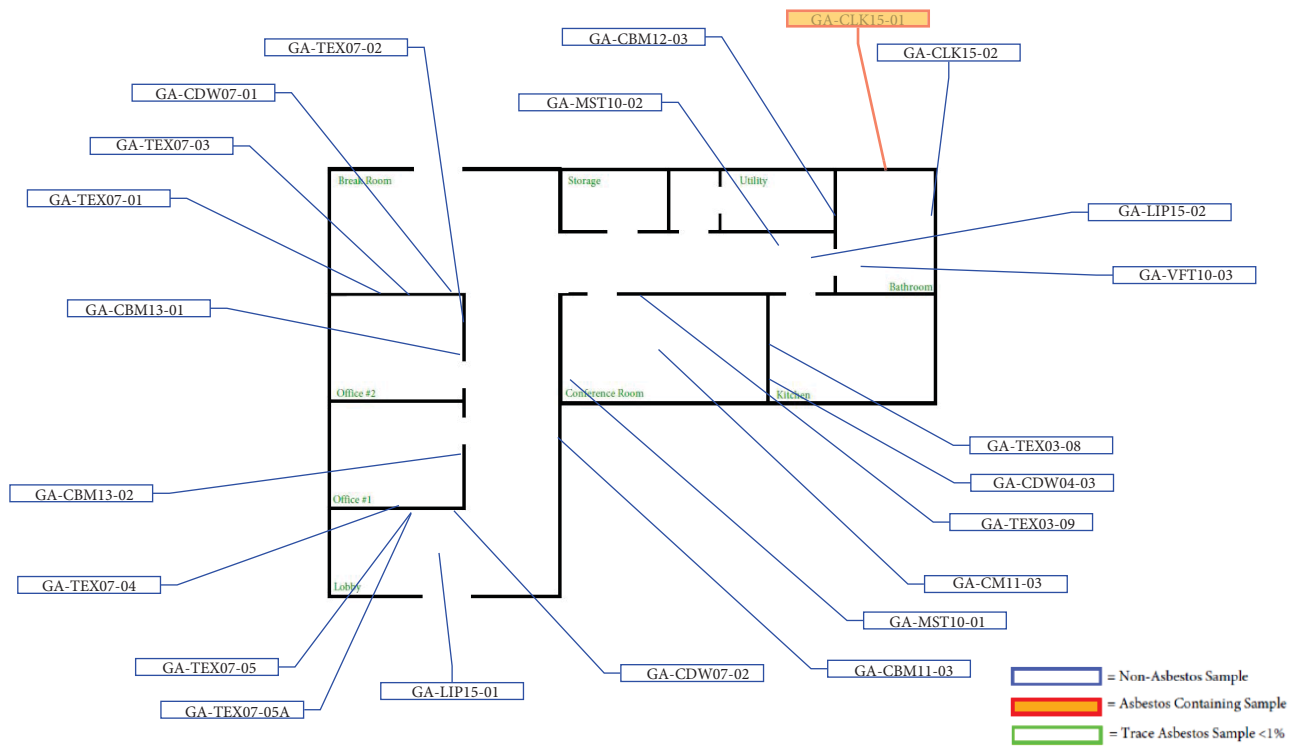
Golf Acres Senior Center Colorado Springs, Colorado Unit 1446 Sample Locations	FEI Project #AS23045	Date: 6/26/2023	Figure 6
	Approved by: AG	Drawn By: EE	
Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215			



Golf Acres Senior Center
 Colorado Springs, Colorado
 Shop
 Sample Locations

FEI Project #AS23045	Date: 7/10/2023
Approved by: AG	Drawn By: EE
Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215	

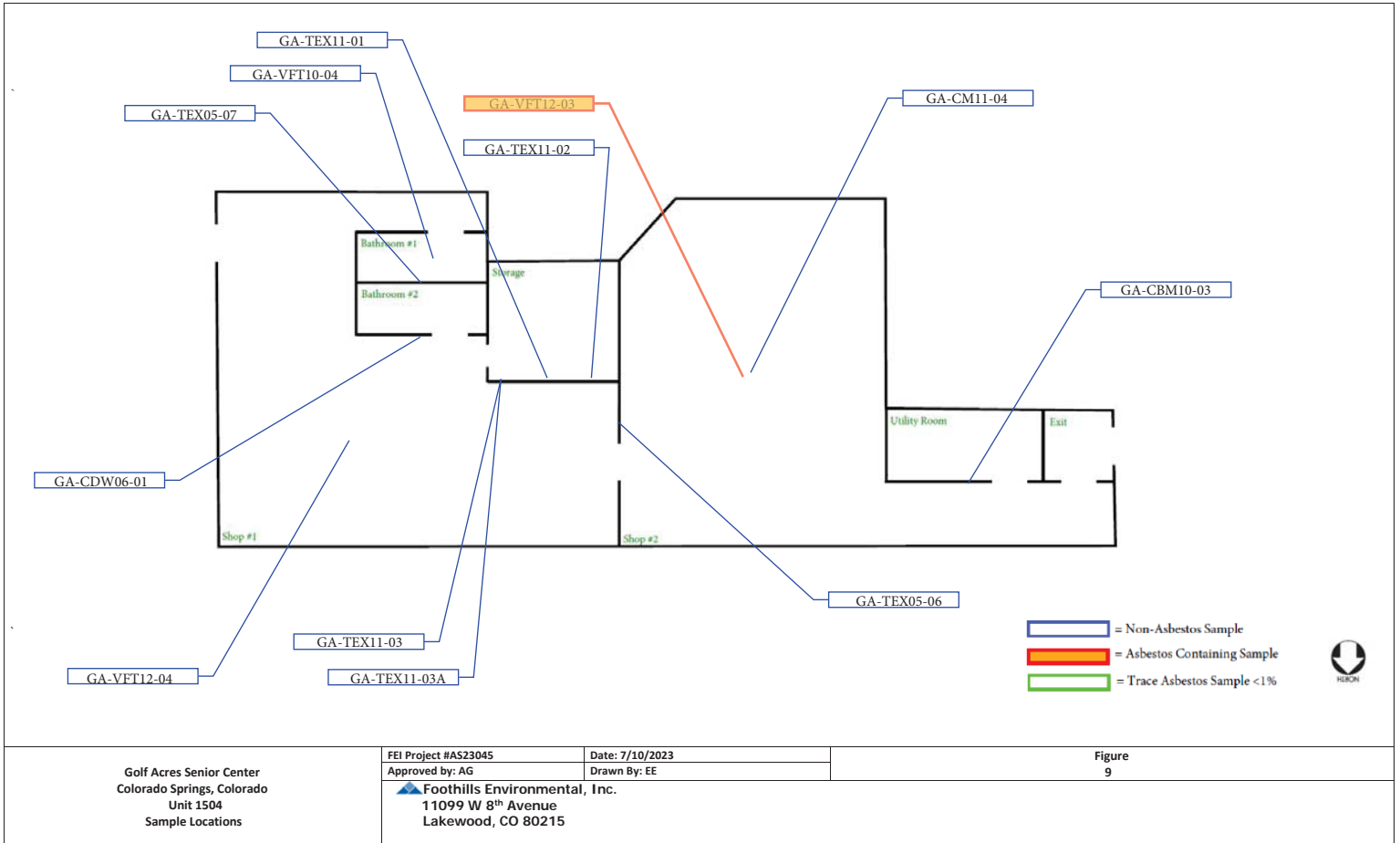
Figure
7



Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1502
 Sample Locations

FEI Project #AS23045	Date: 7/10/2023
Approved by: AG	Drawn By: EE
Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215	

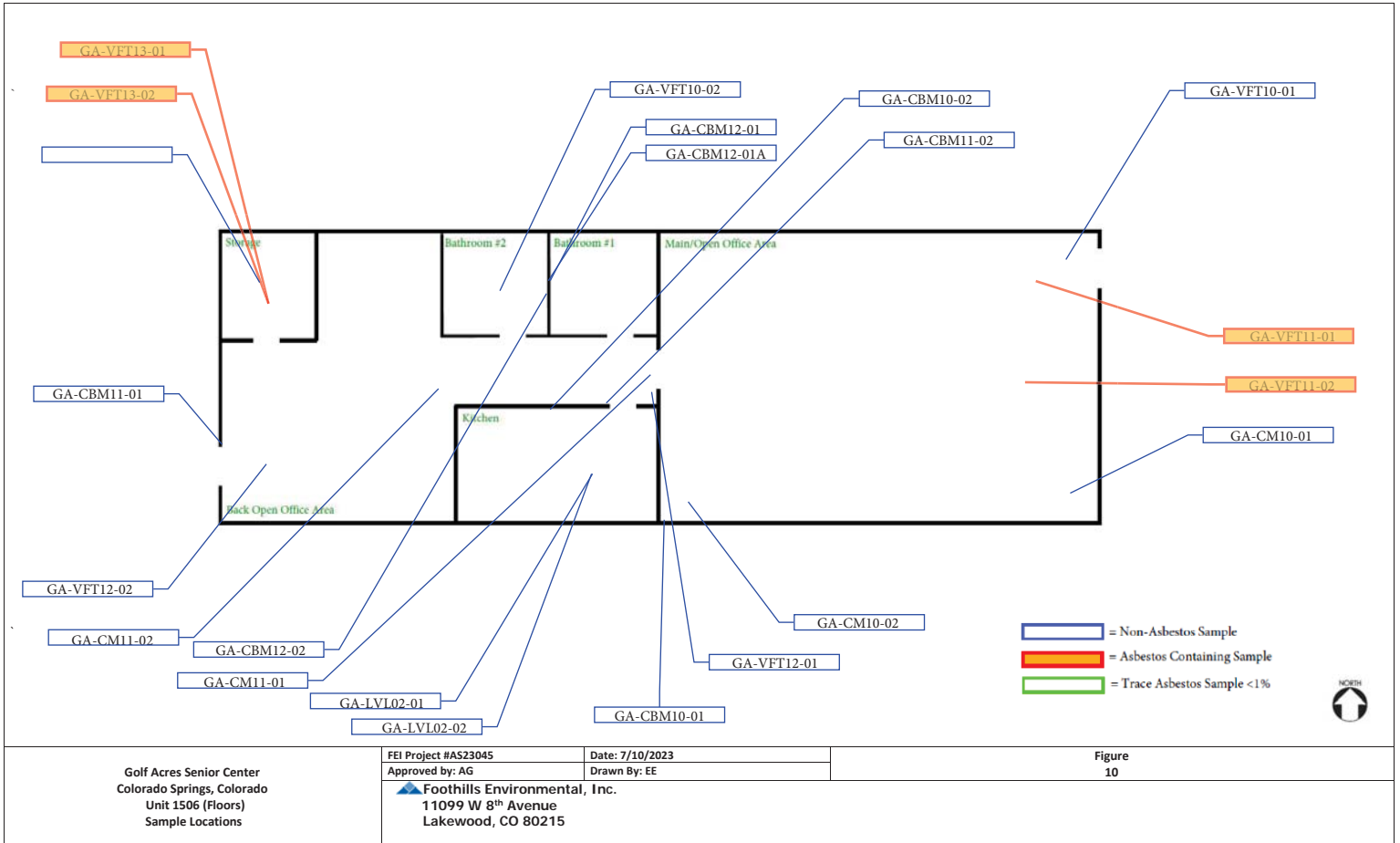
Figure
8



Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1504
 Sample Locations

FEI Project #AS23045	Date: 7/10/2023
Approved by: AG	Drawn By: EE
Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215	

Figure
9

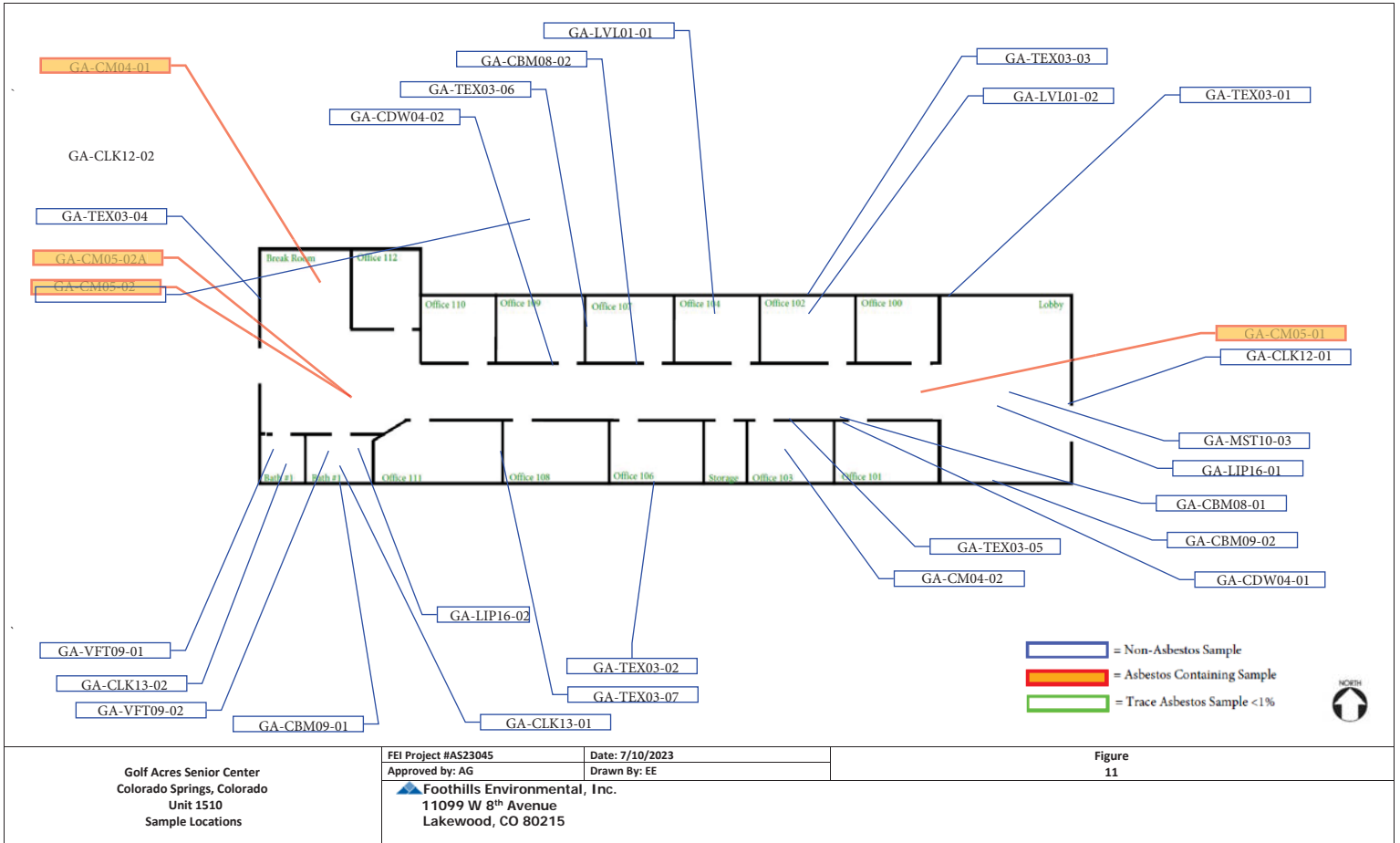


Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1506 (Floors)
 Sample Locations

FEI Project #AS23045	Date: 7/10/2023
Approved by: AG	Drawn By: EE

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 Lakewood, CO 80215

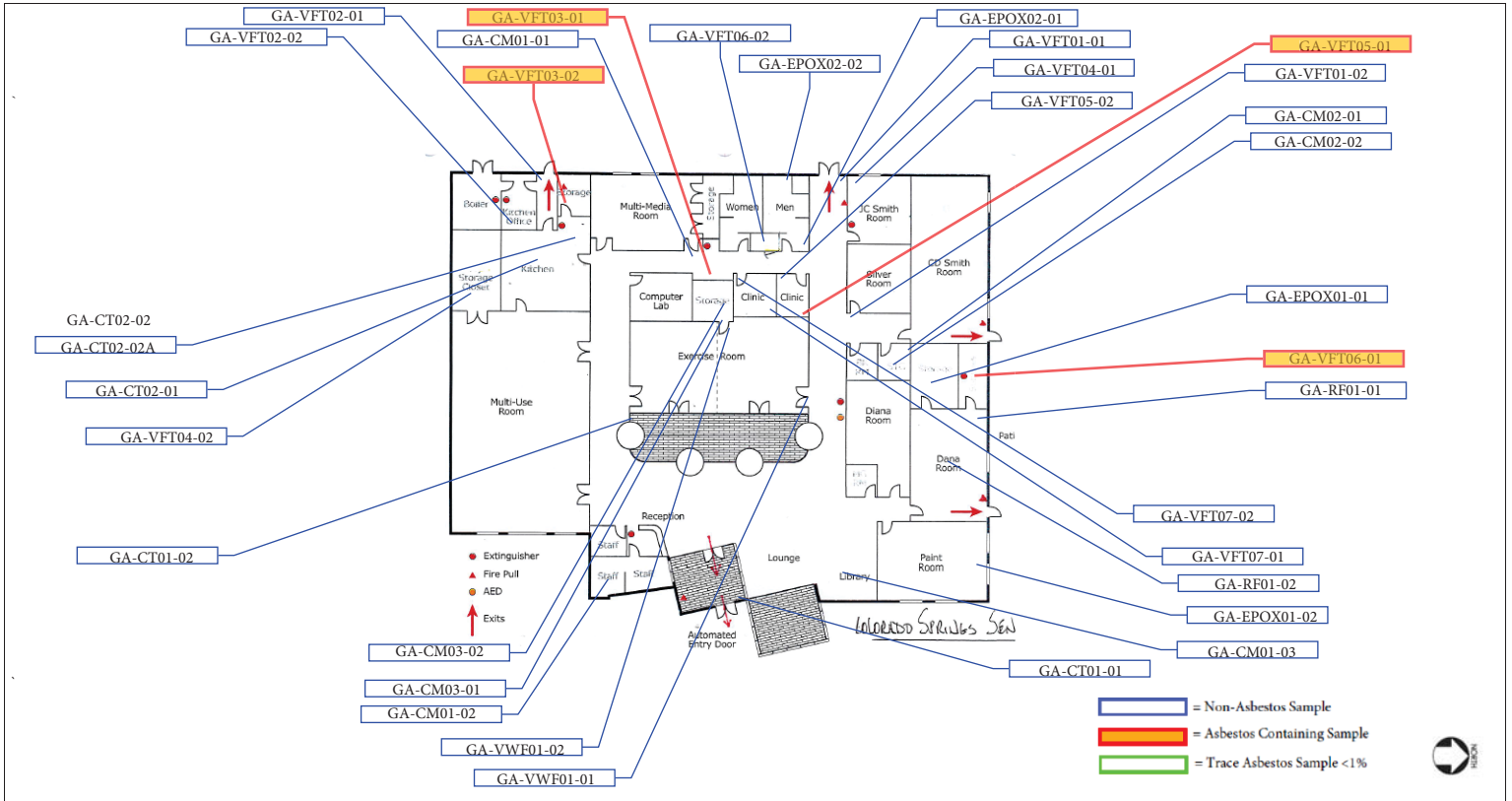
Figure
 10



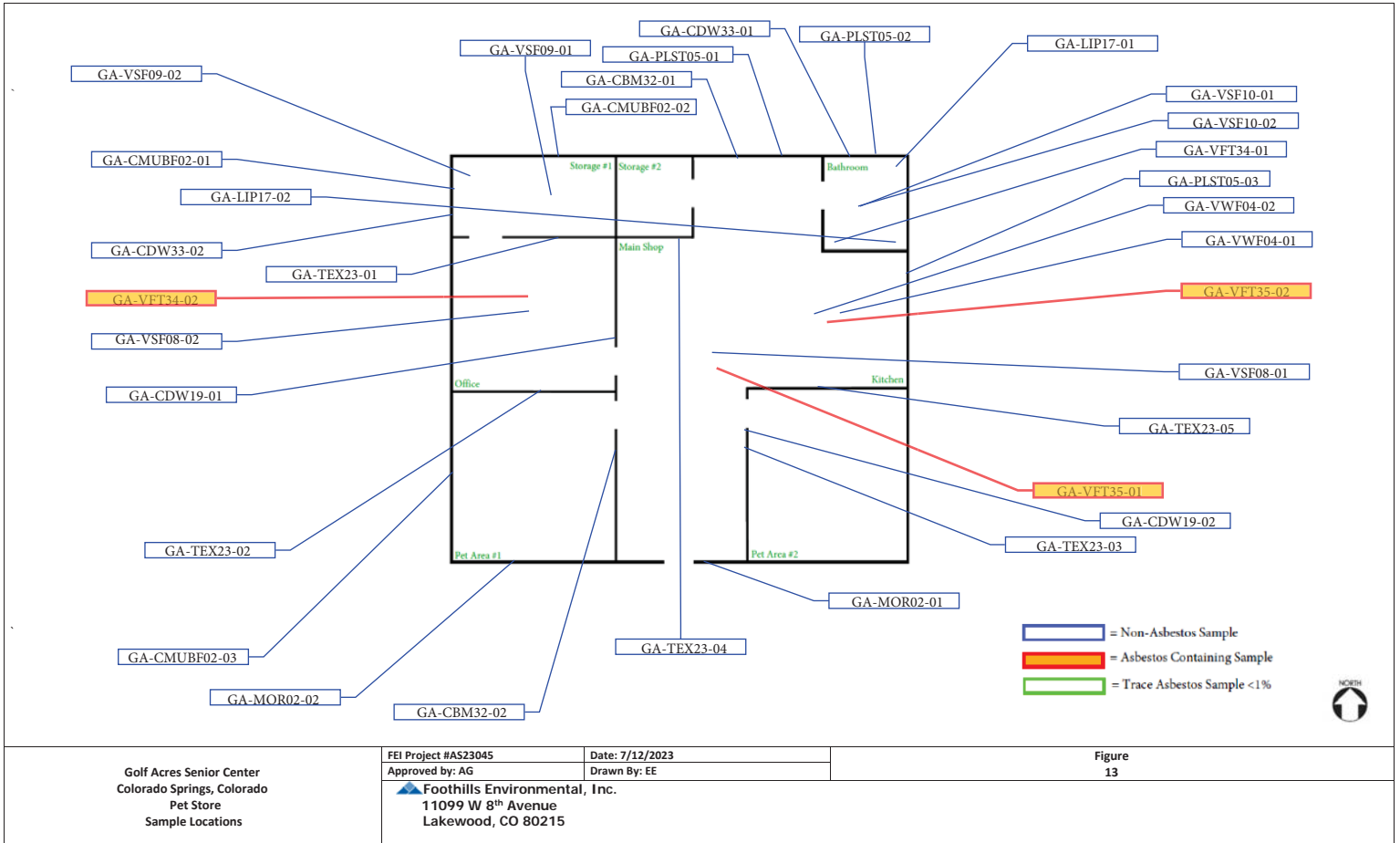
Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1510
 Sample Locations

FEI Project #AS23045	Date: 7/10/2023
Approved by: AG	Drawn By: EE
Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215	

Figure
11



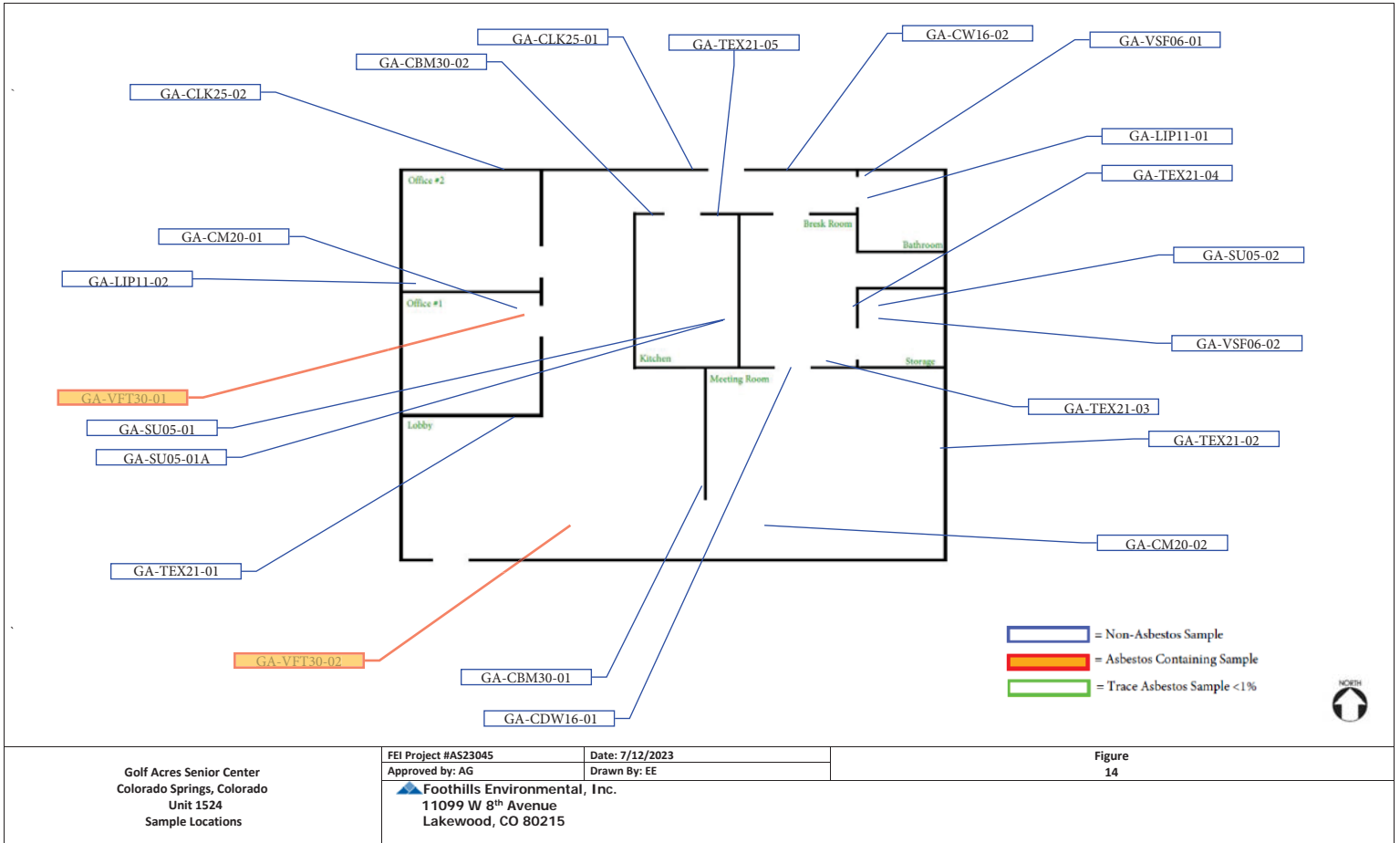
Golf Acres Senior Center Colorado Springs, Colorado Senior Center (Floors) Sample Locations	FEI Project #AS23045 Approved by: AG	Date: 7/10/2023 Drawn By: EE	Figure 12
	Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215		



Golf Acres Senior Center
 Colorado Springs, Colorado
 Pet Store
 Sample Locations

FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE
Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215	

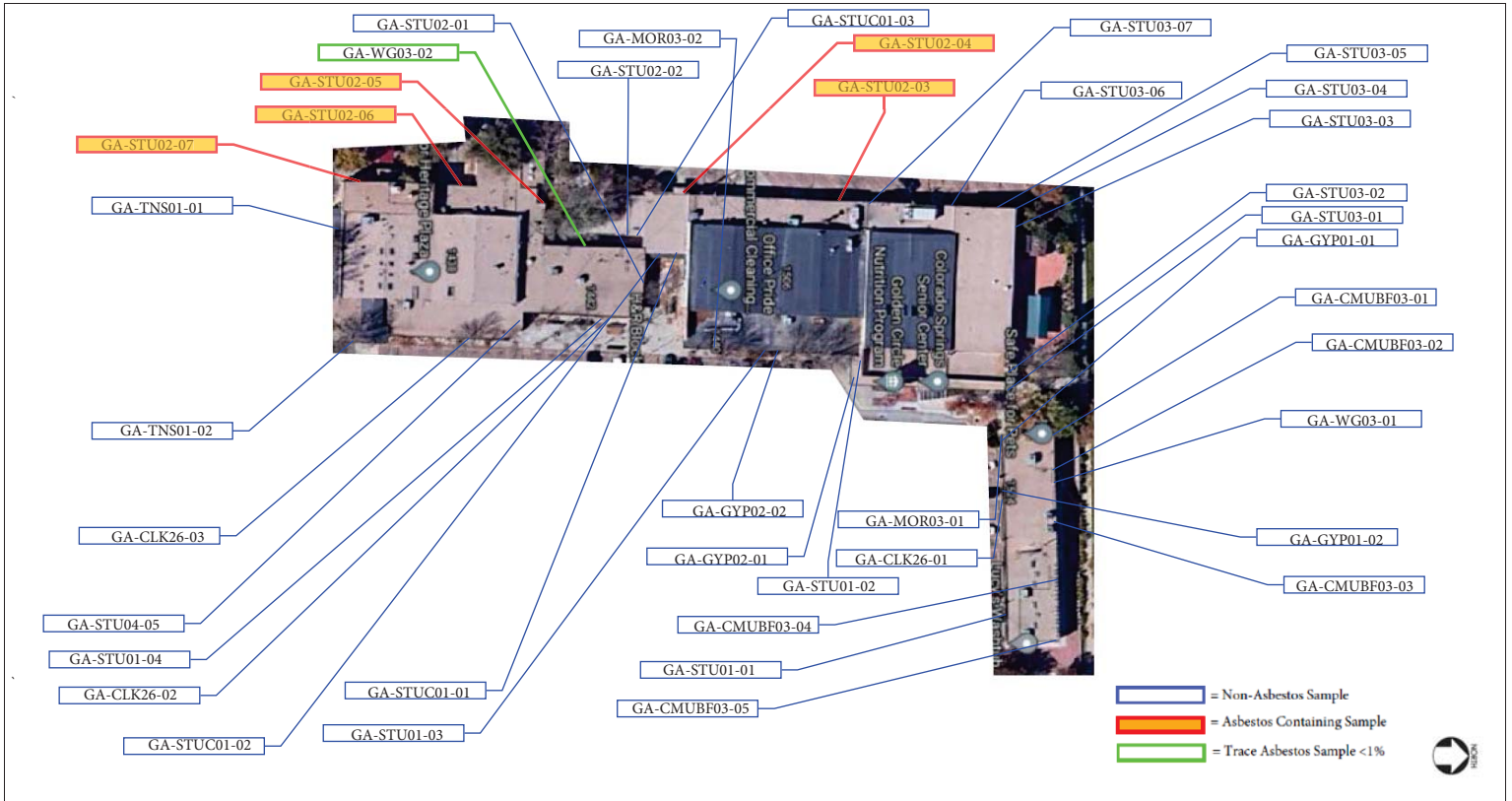
Figure
 13



Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1524
 Sample Locations

FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE
Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215	

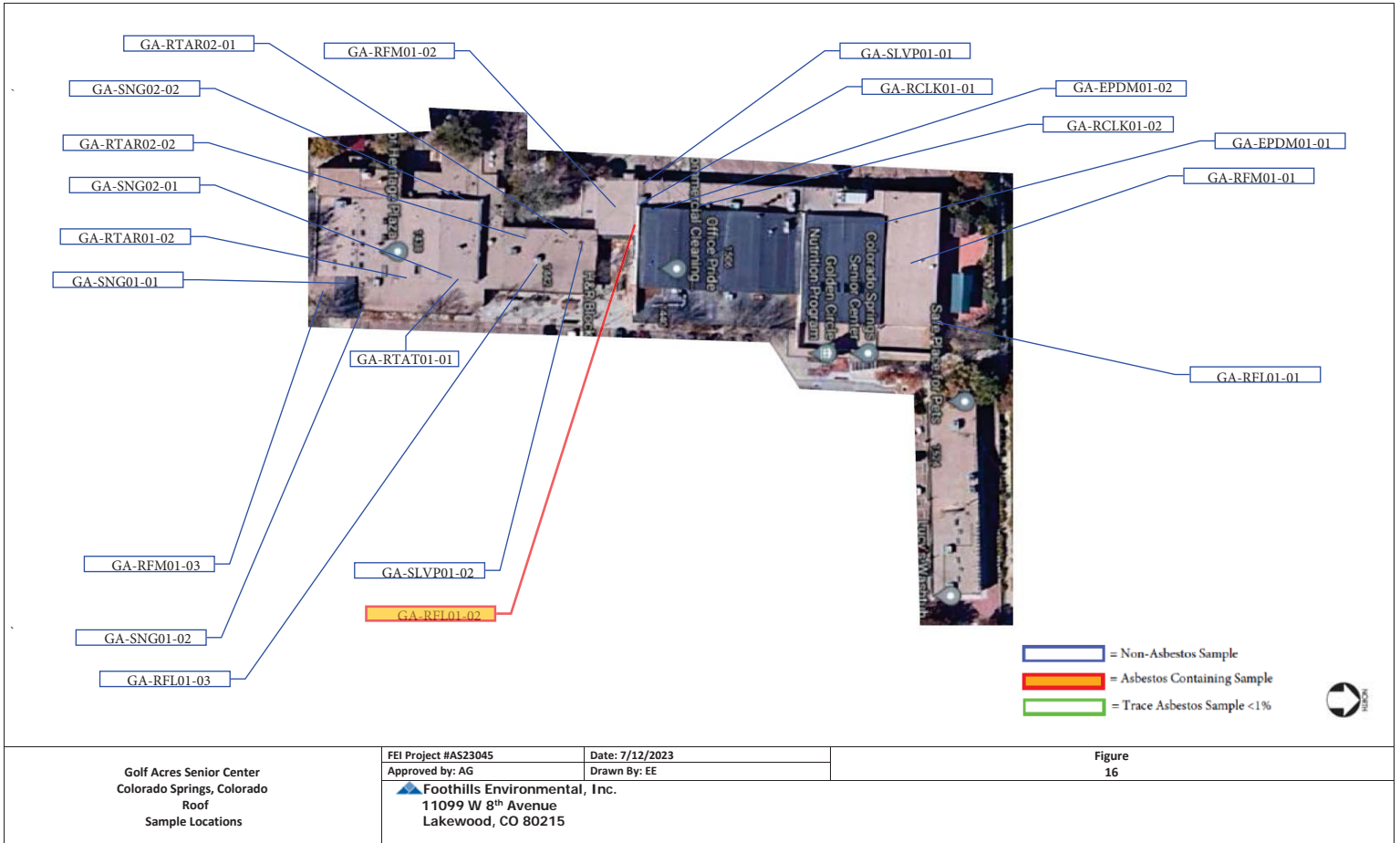
Figure
 14

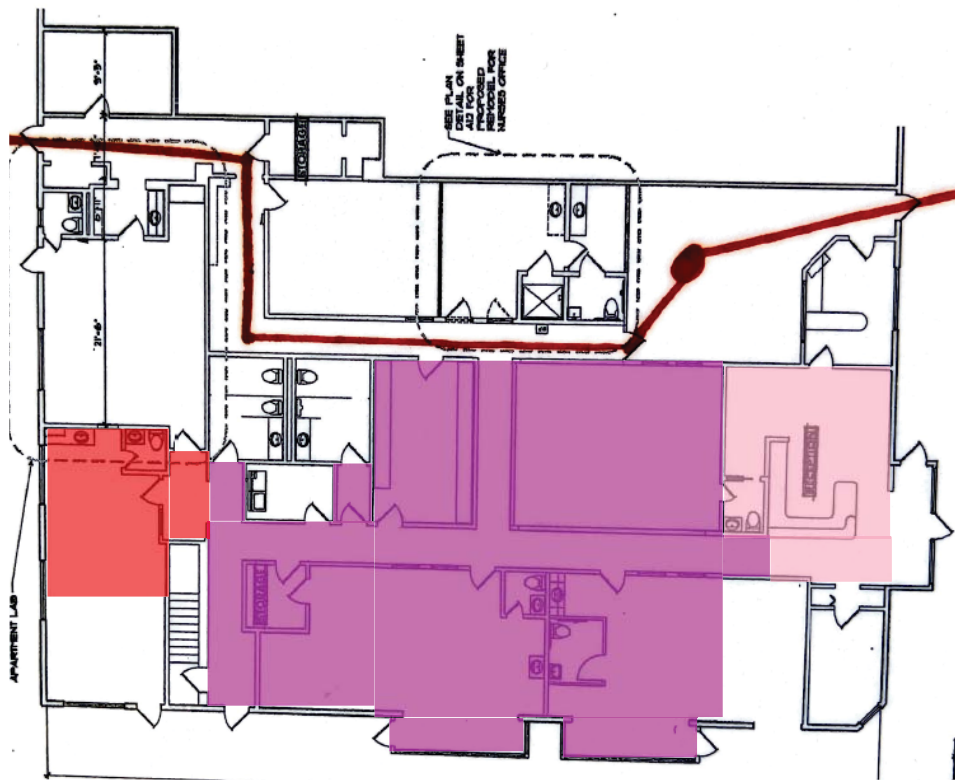


Golf Acres Senior Center
 Colorado Springs, Colorado
 Exterior
 Sample Locations

FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE
Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215	

Figure
 15





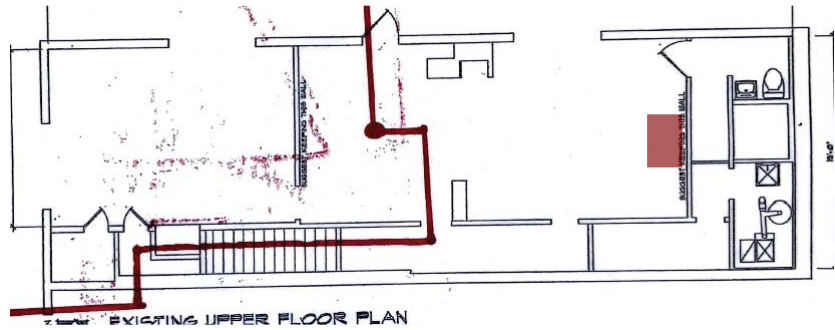
- = VFT26 Material Locations (under various flooring materials)
- = VFT27 Material Locations (under 12" x 12" tile with VFT26 underneath)
- = VFT29 Material Locations (under two layers of 12" x 12" tile)



Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1430 (Skills Academy)
 Material Locations

FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE
Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215	

Figure
17



= SU04 Material Locations



Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1430 Second Floor (Skills Academy)
 Material Locations


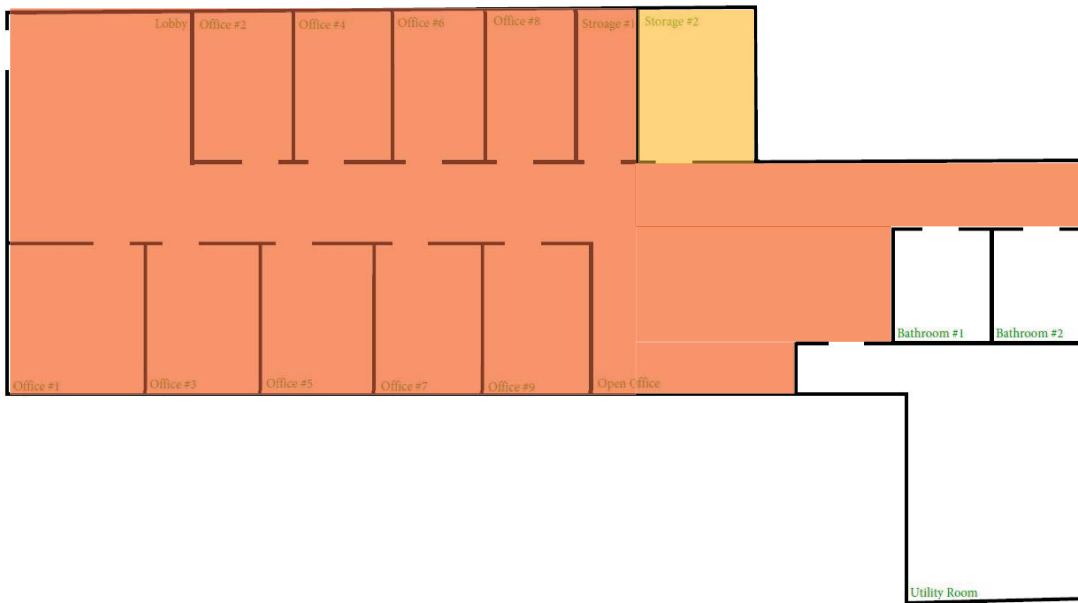
FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE
 Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215	

Figure
18



= VFT22 Material Locations (under carpet)
 = VFT23 Material Locations (under carpet)



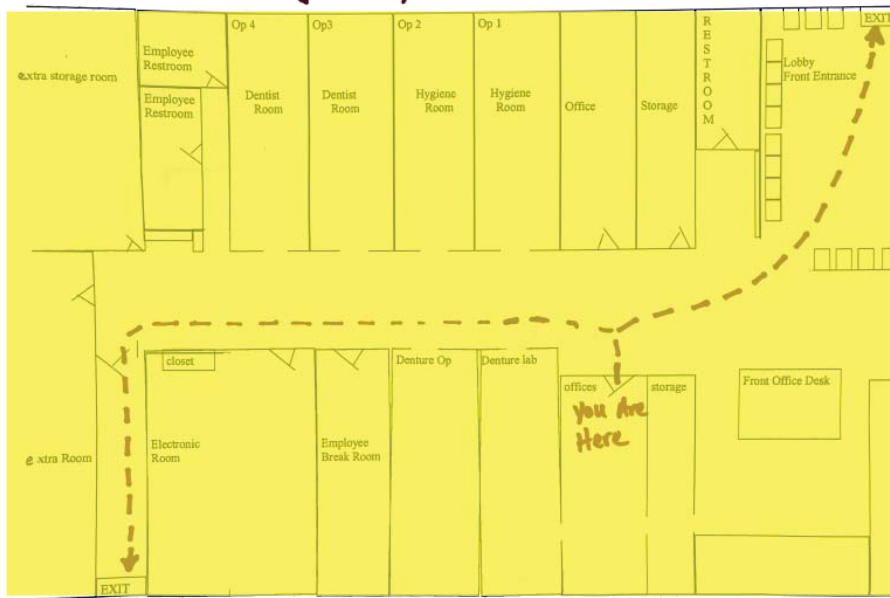
Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1434
 Material Locations

FEI Project #AS23045
 Approved by: AG

Date: 7/12/2023
 Drawn By: EE

Figure
 19

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 Lakewood, CO 80215



= VFT32 Material Locations (under various flooring materials)



Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1436
 Material Locations

FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE

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 Lakewood, CO 80215

Figure
 20



 = PLST03 Material Location (patch)



Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1438
 Material Locations

FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE


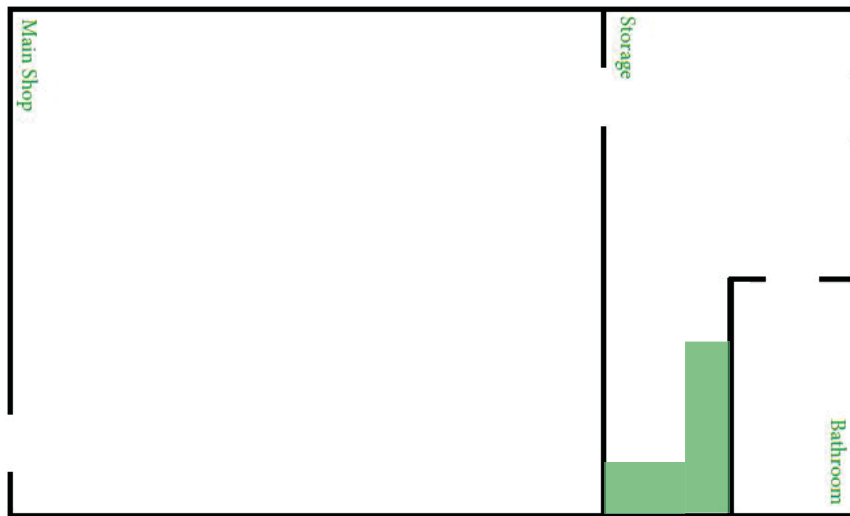

 Foothills Environmental, Inc.
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 Lakewood, CO 80215

Figure
 21



 = VSF02 Material Locations (under cabinets, utilities, and top layer of sheet flooring)



Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1446
 Material Locations

FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE


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 Lakewood, CO 80215


Figure
 22

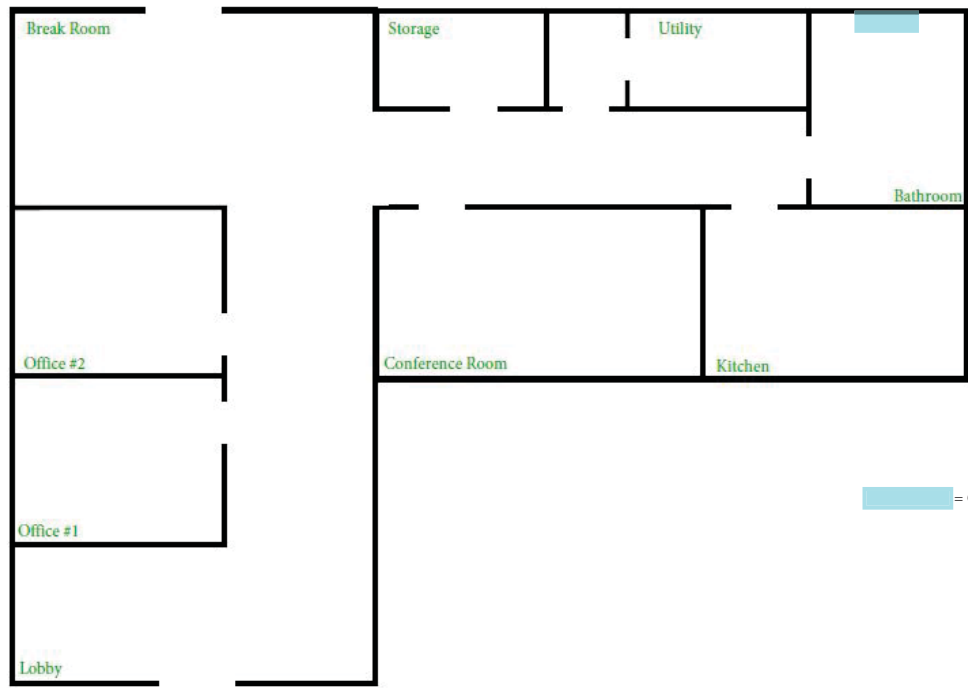


Golf Acres Senior Center
 Colorado Springs, Colorado
 Shop
 Material Locations

FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE

Figure
 23

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 Lakewood, CO 80215




 = CLK15 Material Locations

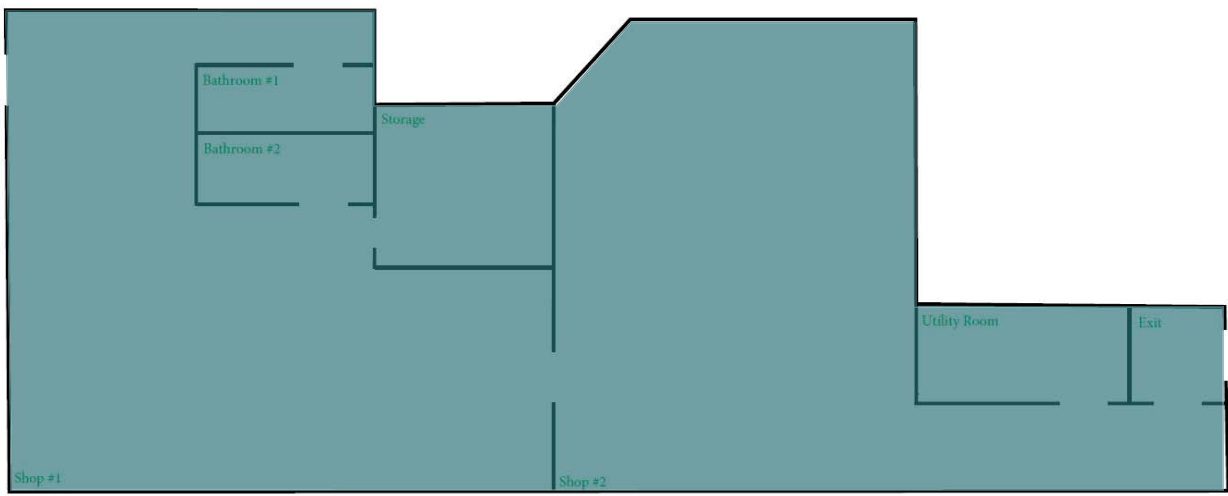


Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1502
 Material Locations

FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE

Figure
 24

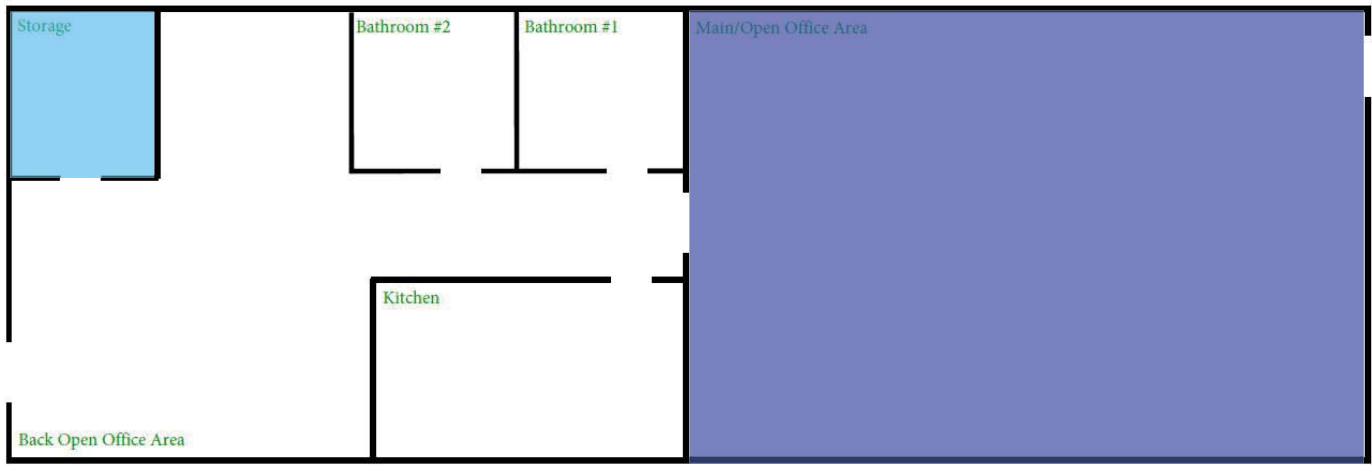
 Foothills Environmental, Inc.
 11099 W 8th Avenue
 Lakewood, CO 80215



= VFT12 Material Locations (under carpet throughout and under 12" x 12" tile in bathrooms)



Golf Acres Senior Center Colorado Springs, Colorado Unit 1504 Material Locations	FEI Project #AS23045 Approved by: AG	Date: 7/12/2023 Drawn By: EE	Figure 25
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= VFT11 Material Locations (under multiple layers of flooring)

= VFT13 Material Locations (under multiple layers of flooring)



Golf Acres Senior Center Colorado Springs, Colorado Unit 1506 Material Locations	FEI Project #AS23045	Date: 7/12/2023	Figure 26
	Approved by: AG	Drawn By: EE	
Foothills Environmental, Inc. 11099 W 8 th Avenue Lakewood, CO 80215			



= CM04 Material Locations
 = CM05 Material Locations

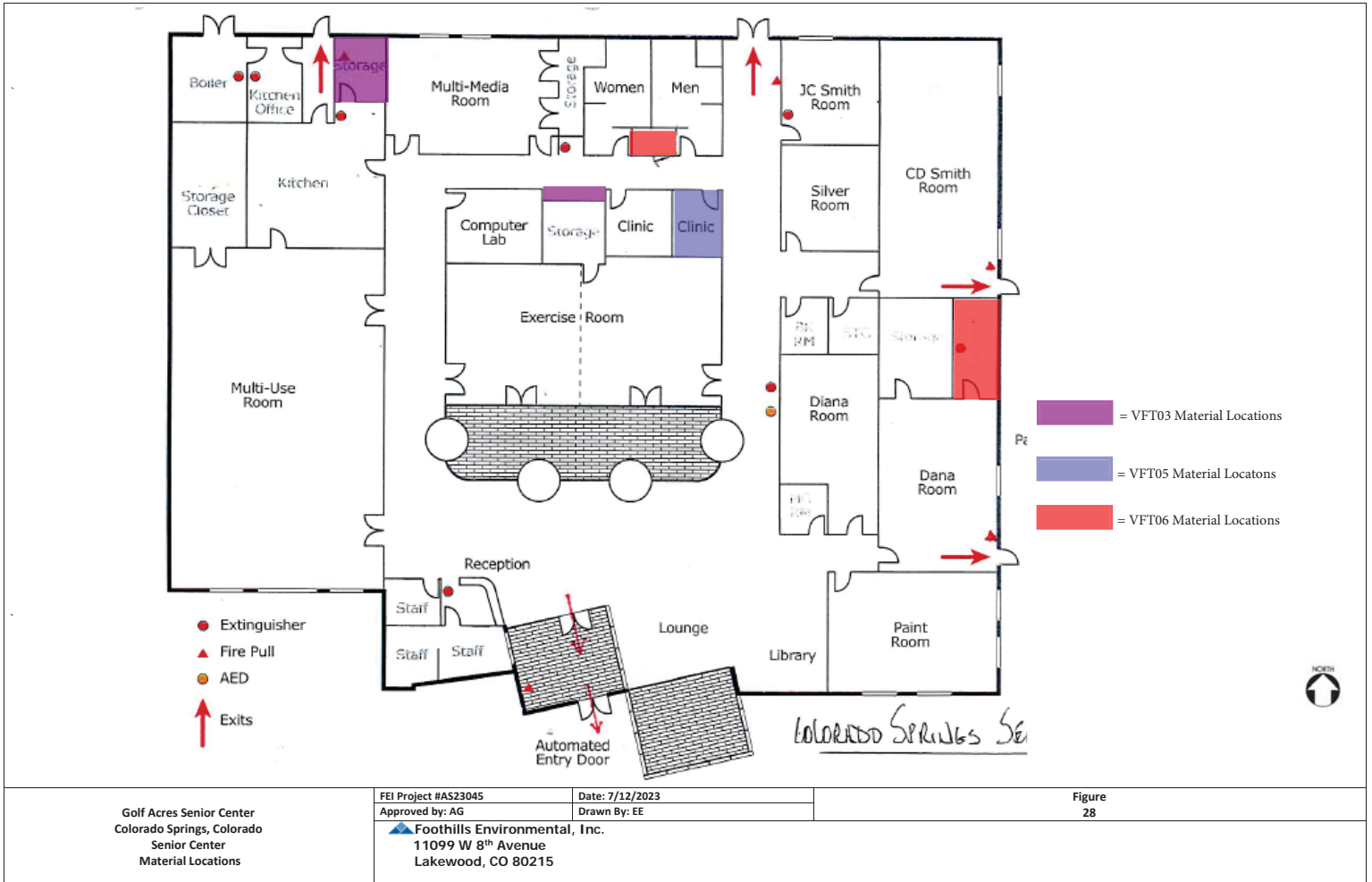


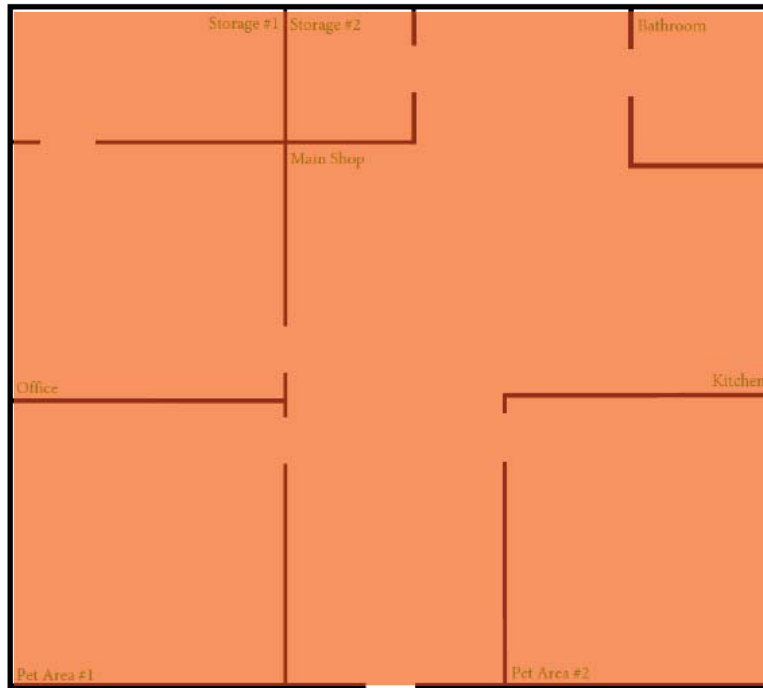
Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1510
 Material Locations

FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE

Figure 27

Foothills Environmental, Inc.
 11099 W 8th Avenue
 Lakewood, CO 80215






= VFT34 and VFT35 Material Locations
(under various flooring materials)

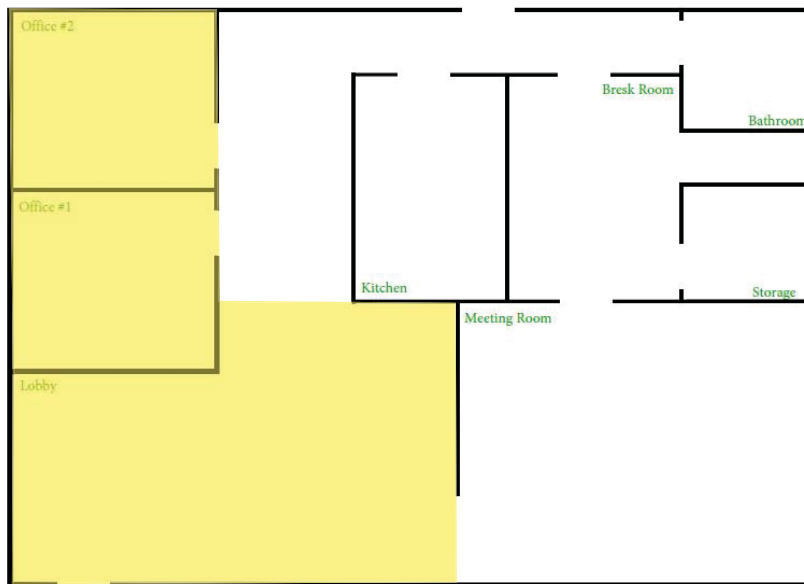


Golf Acres Senior Center
Colorado Springs, Colorado
Pet Store
Material Locations

FEI Project #AS23045	Date: 7/12/2023
Approved by: AG	Drawn By: EE

Figure
29

 Foothills Environmental, Inc.
11099 W 8th Avenue
Lakewood, CO 80215




 = VFT30 Material Locations (under carpet)



Golf Acres Senior Center
 Colorado Springs, Colorado
 Unit 1524
 Material Locations

FEI Project #AS23045	Date: 7/14/2023
Approved by: AG	Drawn By: EE

Figure
30

 Foothills Environmental, Inc.
 11099 W 8th Avenue
 Lakewood, CO 80215



— = STU02 Material Locations
● = Trace WG01 Located on west exterior windows



Golf Acres Senior Center
 Colorado Springs, Colorado
 Exterior
 Material Locations

FEI Project #AS23045	Date: 7/14/2023
Approved by: AG	Drawn By: EE

Foothills Environmental, Inc.
 11099 W 8th Avenue
 Lakewood, CO 80215

Figure
 31



— = RFL01 Material Locations



Golf Acres Senior Center
 Colorado Springs, Colorado
 Roof
 Material Locations

FEI Project #AS23045	Date: 7/14/2023
Approved by: AG	Drawn By: EE


 Foothills Environmental, Inc.
 11099 W 8th Avenue
 Lakewood, CO 80215

Figure
 32

ATTACHMENT 2

LABORATORY RESULTS



Built Environment Testing Reservoirs

May 21, 2023

Subcontractor Number:

Laboratory Report: RES 561605-1

Project #/P.O. #: AS23045

Project Description: Golf Acres - ACM Inspection

Evan Eppard
Foothills Environmental, Inc.
11099 W. 8th Avenue
Lakewood CO 80215

Dear Evan,

Eurofins Reservoirs is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA LAP, LLC), Lab ID 101533 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Eurofins Reservoirs has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

RES 561605-1 is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Eurofins Reservoirs will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed, as received by the customer. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Eurofins Reservoirs. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,



by Liu Wenlong

Jeanne Spencer
President



EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

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 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection**
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 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Standard**
 Date Samples Analyzed: **May 20 - May 21, 2023**

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NR = Not Received
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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CM01-01	A	Blue adhesive	8		ND	0	100
	B	Brown/multi-colored carpet	92		ND	60	40
561605 - GA-CM01-02	A	Black mastic	2		ND	0	100
	B	Blue adhesive w/ gray leveling compound	13		ND	0	100
561605 - GA-CM01-03	C	Brown/multi-colored carpet	85		ND	60	40
	A	Blue/yellow adhesive w/ black mastic	15		ND	0	100
561605 - GA-CM02-01	B	Brown/multi-colored carpet	85		ND	60	40
	A	Tan adhesive	8		ND	0	100
561605 - GA-CM02-02	B	Gray/multi-colored carpet	92		ND	55	45
	A	Tan adhesive	10		ND	0	100
561605 - GA-VFT01-01	B	Gray/multi-colored carpet	90		ND	55	45
	A	Tan adhesive	3		ND	0	100
561605 - GA-VFT01-02	B	Pink/multi-colored tile	97		ND	0	100
	A	Tan adhesive	8		ND	0	100
561605 - GA-VFT01-02	B	Pink/multi-colored tile	92		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
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				Mineral	Visual Estimate (%)		
561605 - GA-VFT02-01	A	Tan adhesive	1		ND	0	100
	B	White/tan tile	99		ND	0	100
561605 - GA-VFT02-02	A	Tan adhesive	4		ND	0	100
	B	White/tan tile	96		ND	0	100
561605 - GA-VFT03-01	A	Black mastic	7	Chrysotile	7	0	93
	B	Brown/gray tile	93		ND	0	100
561605 - GA-VFT03-02	A	Black mastic	6	Chrysotile	6	0	94
	B	Brown/gray tile	94		ND	0	100
561605 - GA-VFT04-01	A	Colorless adhesive	3		ND	0	100
	B	Gray leveling compound	45		ND	8	92
	C	Black/multi-colored flooring	52		ND	5	95
561605 - GA-VFT04-02	A	Colorless adhesive	3		ND	0	100
	B	Black/multi-colored flooring	97		ND	5	95
561605 - GA-VFT05-01	A	Tan adhesive	3		ND	0	100
	B	Pink/multi-colored tile	97		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-VFT05-02	A	Black mastic	2	Chrysotile	7	0	93
	B	Tan adhesive	4		ND	0	100
	C	Pink/multi-colored tile	94		ND	0	100
561605 - GA-CT01-01	A	Gray grout	1	ND	0	100	
	B	Gray granular cementitious material	3	ND	0	100	
	C	Brown/multi-colored ceramic tile	96	ND	0	100	
561605 - GA-CT01-02	A	Gray granular cementitious material	9	ND	0	100	
	B	Gray grout	11	ND	0	100	
	C	Brown/multi-colored ceramic tile	80	ND	0	100	
561605 - GA-CT01-03 (Labeled as CT02-01)	A	Brown grout	8	ND	0	100	
	B	Gray granular cementitious material	17	ND	0	100	
	C	Brown ceramic tile	75	ND	0	100	
561605 - GA-CT01-04 (Labeled as CT02-02)	A	Brown grout	3	ND	0	100	
	B	Gray granular cementitious material	12	ND	0	100	
	C	Brown ceramic tile	85	ND	0	100	

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CT02-02A	A	Gray granular cementitious material	3		ND	0	100
	B	Brown ceramic tile	47		ND	0	100
	C	Brown grout	50		ND	0	100
561605 - GA-CBM01-01	A	Beige adhesive	7		ND	0	100
	B	Brown cove base	93		ND	0	100
561605 - GA-CBM01-02	A	Beige adhesive	100		ND	0	100
561605 - GA-CBM02-01	A	Beige adhesive	10		ND	0	100
	B	Black cove base	90		ND	0	100
561605 - GA-CBM02-02	A	Beige adhesive	15		ND	0	100
	B	Black cove base	85		ND	0	100
561605 - GA-CBM03-01	A	Beige adhesive	6		ND	0	100
	B	Brown cove base	94		ND	0	100
561605 - GA-CBM03-02	A	Tan adhesive	10		ND	2	98
	B	Brown cove base	90		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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				Mineral	Visual Estimate (%)		
561605 - GA-CBM04-01	A	Tan adhesive	10		ND	0	100
	B	Beige cove base	90		ND	0	100
561605 - GA-CBM04-02	A	Tan adhesive	7		ND	0	100
	B	Beige cove base	93		ND	0	100
561605 - GA-RF01-01	A	Gray resinous material	5		ND	0	100
	B	Black/multi-colored resinous material	95		ND	0	100
561605 - GA-RF01-02	A	Gray resinous material	6		ND	0	100
	B	Black/multi-colored resinous material	94		ND	0	100
561605 - GA-VFT06-01	A	Black mastic	2		ND	0	100
	B	Black mastic	8	Chrysotile	8	0	92
	C	Gray granular cementitious material	15		ND	0	100
	D	Off white leveling compound	15		ND	0	100
	E	Beige/multi-colored tile	60		ND	0	100
561605 - GA-VFT06-02	A	Yellow adhesive	6		ND	0	100
	B	Pink/multi-colored tile	94		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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				Mineral	Visual Estimate (%)		
561605 - GA-CM03-01	A	Blue/multi-colored carpet	100		ND	80	20
561605 - GA-CM03-02	A	Tan paper	8		ND	95	5
	B	Yellow adhesive	17		ND	0	100
	C	Blue/multi-colored carpet	75		ND	80	20
561605 - GA-EPOX01-01	A	Gray granular cementitious material w/ gray paint	100		ND	0	100
561605 - GA-EPOX01-02	A	Off white granular plaster	30		ND	0	100
	B	Gray resinous material w/ gray paint	70		ND	0	100
561605 - GA-EPOX02-01	A	Tan/multi-colored resinous material	100		ND	0	100
561605 - GA-EPOX02-02	A	Tan/multi-colored resinous material	100		ND	0	100
561605 - GA-CBM05-01	A	Tan adhesive	20		ND	0	100
	B	Gray cove base	80		ND	0	100
561605 - GA-CBM05-01A	A	Tan adhesive	15		ND	0	100
	B	Gray cove base	85		ND	0	100
561605 - GA-CBM05-02	A	Tan adhesive	15		ND	0	100
	B	Gray cove base	85		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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				Mineral	Visual Estimate (%)		
561605 - GA-VFT07-01	A	Colorless adhesive	5		ND	0	100
	B	Beige/multi-colored tile	95		ND	0	100
561605 - GA-VFT07-02	A	Colorless adhesive	5		ND	0	100
	B	Beige/multi-colored tile	95		ND	0	100
561605 - GA-VWF01-01	A	Black foam w/ white fibrous material	100		ND	10	90
561605 - GA-VWF01-02	A	Black foam w/ white fibrous material	100		ND	10	90
561605 - GA-TEX01-01	A	Beige/off white paint w/ off white compound	44		ND	0	100
	B	Tan/gray drywall	56		ND	88	12
561605 - GA-TEX01-02	A	Tan/gray drywall	42		ND	88	12
	B	Off white compound w/ off white paint	58		ND	0	100
561605 - GA-TEX01-03	A	Tan/gray drywall	45		ND	77	23
	B	Off white compound w/ beige paint	55		ND	0	100
561605 - GA-TEX01-04	A	Off white compound w/ off white paint	45		ND	0	100
	B	Gray/tan drywall	55		ND	56	44

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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				Mineral	Visual Estimate (%)		
561605 - GA-TEX01-05	A	Off white paint w/ off white compound	47		ND	0	100
	B	Tan/gray drywall	53		ND	66	34
561605 - GA-TEX01-06	A	Tan/gray drywall	44		ND	67	33
	B	Green/multi-colored paint w/ off white compound	56		ND	0	100
561605 - GA-TEX01-07	A	Off white compound w/ beige paint	42		ND	0	100
	B	Gray/tan drywall	58		ND	40	60
561605 - GA-WTM01-01	A	White grout	9		ND	0	100
	B	Yellow adhesive	12		ND	0	100
	C	White ceramic tile	79		ND	0	100
561605 - GA-WTM01-02	A	White grout	8		ND	0	100
	B	Yellow adhesive	13		ND	0	100
	C	White ceramic tile	79		ND	0	100

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				Mineral	Visual Estimate (%)		
561605 - GA-FRPM01-01	A	White joint compound	13		ND	0	100
	B	White compound	14		ND	0	100
	C	Off white tape	15		ND	95	5
	D	Tan adhesive	22		ND	0	100
	E	White fibrous resinous material	36		ND	38	62
561605 - GA-FRPM01-02	A	Off white compound w/ off white paint	44		ND	0	100
	B	Tan adhesive	56		ND	0	100
561605 - GA-WP01-01	A	White compound w/ beige paint	4		ND	0	100
	B	Off white/pink carpet w/ beige adhesive	96		ND	77	23
561605 - GA-WP01-02	A	Off white compound w/ beige paint	3		ND	0	100
	B	Off white/pink carpet w/ beige adhesive	97		ND	87	13
561605 - GA-WP02-01	A	Off white/pink carpet w/ beige adhesive	100		ND	82	18
561605 - GA-WP02-01A	A	Off white/pink carpet w/ beige adhesive	100		ND	77	23
561605 - GA-WP02-02	A	Off white/pink carpet w/ beige adhesive	100		ND	77	23

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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				Mineral	Visual Estimate (%)		
561605 - GA-CDW01-01	A	Off white compound	5		ND	0	100
	B	Off white tape	10		ND	95	5
	C	White joint compound	14		ND	0	100
	D	Gray/tan drywall	71		ND	17	83
561605 - GA-CDW01-02	A	Off white compound	5		ND	0	100
	B	Off white tape	12		ND	95	5
	C	Off white joint compound	16		ND	0	100
	D	Gray/tan drywall	67		ND	17	83
561605 - GA-CDW01-03	A	Off white tape	11		ND	95	5
	B	White joint compound	14		ND	0	100
	C	Gray/tan drywall	75		ND	22	78
561605 - GA-LIP01-01	A	Gray/white ceiling tile	100		ND	77	23
561605 - GA-LIP01-02	A	Beige/white ceiling tile	100		ND	72	28
561605 - GA-LIP02-01	A	Gray/white ceiling tile	100		ND	66	34
561605 - GA-LIP02-02	A	Gray/white ceiling tile	100		ND	68	32

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				Mineral	Visual Estimate (%)		
561605 - GA-LIP03-01	A	Gray/white ceiling tile	100		ND	66	34
561605 - GA-LIP03-02	A	Gray/white ceiling tile	100		ND	68	32
561605 - GA-CBM06-01	A	Tan adhesive	22		ND	0	100
	B	White cove base	78		ND	0	100
561605 - GA-CBM06-02	A	Tan adhesive	18		ND	0	100
	B	White cove base	82		ND	0	100
561605 - GA-CLK01-01	A	White caulk	100		ND	0	100
561605 - GA-CLK01-02	A	Off white caulk	100		ND	0	100
561605 - GA-CLK02-01	A	White caulk	100		ND	0	100
561605 - GA-CLK02-02	A	White caulk	100		ND	0	100
561605 - GA-CLK03-01	A	Beige/white caulk	100		ND	0	100
561605 - GA-CLK03-02	A	Beige/white caulk	100		ND	0	100
561605 - GA-CLK04-01	A	Colorless caulk	100		ND	0	100
561605 - GA-CLK04-01A	A	Colorless caulk	100		ND	0	100
561605 - GA-CLK04-02	A	Colorless caulk	100		ND	0	100
561605 - GA-CLK05-01	A	Gray caulk w/ red granular material	100		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 561605-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection**
 Date Samples Received: **May 15, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Standard**
 Date Samples Analyzed: **May 20 - May 21, 2023**

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 NR = Not Received
 ND = None Detected
 TR = Trace; <1 % Visual Estimate
 Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CLK05-02	A	Gray caulk	100		ND	0	100
561605 - GA-CLK06-01	A	White caulk	100		ND	0	100
561605 - GA-CLK06-02	A	White caulk	100		ND	0	100
561605 - GA-CLK07-01	A	White caulk	100		ND	0	100
561605 - GA-CLK07-02	A	White caulk	100		ND	0	100
561605 - GA-CLK08-01	A	White caulk	100		ND	0	100
561605 - GA-CLK08-02	A	White caulk	100		ND	0	100
561605 - GA-CLK09-01	A	White caulk	100		ND	0	100
561605 - GA-CLK09-02	A	White caulk	100		ND	0	100
561605 - GA-SU01-01	A	Black sink undercoating	100		ND	0	100
561605 - GA-SU01-02	A	Black sink undercoating	100		ND	0	100
561605 - GA-MOR01-01	A	Gray mortar	100		ND	0	100
561605 - GA-MOR01-02	A	Gray mortar	100		ND	0	100
561605 - GA-TSI01-01	A	Off white plaster	100		ND	2	98

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				Mineral	Visual Estimate (%)		
561605 - GA-TSI01-02	A	White fibrous woven material w/ white sealant	20		ND	40	60
	B	Gray plaster	30		ND	2	98
	C	Off white plaster	50		ND	2	98
561605 - GA-TSI01-03	A	Off white plaster	30		ND	2	98
	B	Gray plaster	70		ND	2	98
561605 - GA-TSI02-01	A	White/silver wrap	25		ND	40	60
	B	White fibrous woven material w/ white sealant	75		ND	35	65
561605 - GA-TSI02-01A	A	White/silver wrap	20		ND	40	60
	B	White fibrous woven material w/ white sealant	30		ND	35	65
	C	Reddish-gray insulation	50		ND	90	10
561605 - GA-TSI02-02	A	Reddish-gray insulation	25		ND	90	10
	B	White fibrous woven material w/ white sealant	25		ND	35	65
	C	White/silver wrap	50		ND	60	40
561605 - GA-TSI02-03	A	White/silver wrap	40		ND	60	40
	B	White fibrous woven material w/ white sealant	60		ND	40	60

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-PIS01-01	A	White sealant	20		ND	90	10
	B	White/silver wrap	20		ND	30	70
	C	Yellow insulation	60		ND	90	10
561605 - GA-PIS01-02	A	White sealant	50		ND	2	98
	B	White/silver wrap	50		ND	60	40
561605 - GA-CDW02-01	A	White joint compound	2		ND	0	100
	B	White tape	2		ND	90	10
	C	White compound	10		ND	0	100
	D	Gray/tan drywall	86		ND	10	90
561605 - GA-CDW02-02	A	White tape	3		ND	90	10
	B	White compound	10		ND	0	100
	C	White joint compound	10		ND	0	100
	D	Gray/tan drywall	77		ND	10	90
561605 - GA-PP01-01	A	Light gray resinous material	100		ND	0	100
561605 - GA-PP01-02	A	Green debris	100		ND	5	95

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-PLST01-01	A	White plaster	50		ND	0	100
	B	Off white perlitic plaster	50		ND	0	100
561605 - GA-PLST01-02	A	Gray granular plaster w/ gray/multi-colored paint	100		ND	0	100
561605 - GA-PLST01-03	A	Dark gray granular material	100		ND	0	100
561605 - GA-PLST01-04	A	Gray granular plaster w/ green paint	100		ND	0	100
561605 - GA-PLST01-05	A	Gray granular plaster	100		ND	0	100
561605 - GA-PLST01-06	A	Gray granular plaster	100		ND	0	100
561605 - GA-PLST01-07	A	Gray granular plaster	100		ND	0	100
561605 - GA-VFT08-01	A	Black mastic	5		ND	0	100
	B	Tan adhesive	5		ND	0	100
	C	White/gray tile	90		ND	0	100
561605 - GA-VFT08-02	A	Black mastic	10		ND	0	100
	B	Gray tile	90		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CBM07-01	A	Tan adhesive	18		ND	0	100
	B	White paint w/ cream compound	30		ND	0	100
	C	Tan paper	52		ND	90	10
561605 - GA-CBM07-02	A	Black resinous material	2		ND	0	100
	B	Tan adhesive	25		ND	0	100
	C	White paint w/ white compound	73		ND	0	100
561605 - GA-CBM07-02A	A	Black resinous material	4		ND	0	100
	B	White paint w/ white compound	31		ND	0	100
	C	Tan adhesive	65		ND	0	100
561605 - GA-TEX02-01	A	Cream compound w/ cream paint	40		ND	0	100
	B	Tan/pink drywall	60		ND	80	20
561605 - GA-TEX02-02	A	Cream compound w/ cream paint	30		ND	0	100
	B	Tan/pink drywall	70		ND	80	20
561605 - GA-TEX02-03	A	Cream compound w/ gray paint	27		ND	0	100
	B	Tan/pink drywall	73		ND	80	20

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-TEX02-04		Sample Not Received.					
561605 - GA-TEX02-05		Sample Not Received.					
561605 - GA-CDW03-01		Sample Not Received.					
561605 - GA-CDW03-02		Sample Not Received.					
561605 - GA-EPOX03-01		A Gray/white paint w/ gray granular material	100		ND	0	100
561605 - GA-EPOX03-02		A Gray granular material w/ white/gray paint	100		ND	0	100
561605 - GA-CLK10-01		A White paint w/ white compound	17		ND	0	100
		B Cream resinous material w/ white paint	83		ND	0	100
561605 - GA-CLK10-02		A White paint w/ white compound	7		ND	0	100
		B Cream resinous material w/ white paint	93		ND	0	100
561605 - GA-CLK11-01		A Gray resinous material	100		ND	0	100
561605 - GA-CLK11-02		A Gray resinous material	100		ND	0	100
561605 - GA-VFT09-01		A Tan adhesive	6		ND	0	100
		B Greenish-blue tile	94		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-VFT09-02	A	Black mastic	2		ND	0	100
	B	Tan adhesive	4		ND	0	100
	C	Gray leveling compound	8		ND	0	100
	D	Beige granular material	10		ND	0	100
	E	Greenish-blue tile	76		ND	0	100
561605 - GA-CM04-01	A	Tan leveling compound	3		ND	6	94
	B	Brown adhesive	5		ND	0	100
	C	Tan adhesive	6		ND	0	100
	D	Black mastic	10	Chrysotile	10	0	90
	E	Tan adhesive	13		ND	0	100
	F	Gray leveling compound	18		ND	0	100
	G	Blue/multi-colored carpet	45		ND	80	20
561605 - GA-CM04-02	A	Tan adhesive	5		ND	0	100
	B	Blue/multi-colored carpet	95		ND	80	20

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CM05-01	A	Tan adhesive	5		ND	0	100
	B	Gray leveling compound	7		ND	0	100
	C	Blue/multi-colored carpet	88		ND	80	20
561605 - GA-CM05-02	A	Tan leveling compound	4		ND	5	95
	B	Brown adhesive	5		ND	0	100
	C	Black mastic	6	Chrysotile	9	0	91
	D	Tan adhesive	8		ND	0	100
	E	Gray leveling compound	9		ND	0	100
	F	Blue/multi-colored carpet	68		ND	80	20
561605 - GA-CM05-02A	A	Tan leveling compound	3		ND	6	94
	B	Brown adhesive	5		ND	0	100
	C	Gray leveling compound	6		ND	0	100
	D	Tan adhesive	8		ND	0	100
	E	Black mastic	10	Chrysotile	10	0	90
	F	Blue/multi-colored carpet	68		ND	80	20

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				Mineral	Visual Estimate (%)		
561605 - GA-CBM08-01	A	Tan resinous material	25		ND	0	100
	B	Beige resinous material	75		ND	0	100
561605 - GA-CBM08-02	A	Beige adhesive	6		ND	0	100
	B	Black cove base	94		ND	0	100
561605 - GA-CBM09-01	A	Off white resinous material	100		ND	0	100
561605 - GA-CBM09-02	A	Off white adhesive	4		ND	0	100
	B	Tan cove base	96		ND	0	100
561605 - GA-TEX03-01	A	White paint w/ white compound	100		ND	0	100
561605 - GA-TEX03-02	A	Cream compound w/ light pink paint	35		ND	0	100
	B	Tan/white drywall	65		ND	80	20
561605 - GA-TEX03-03	A	Cream compound w/ pink paint	20		ND	0	100
	B	Tan paper	80		ND	90	10
561605 - GA-TEX03-04	A	Pink paint w/ cream compound	20		ND	0	100
	B	Tan paper	80		ND	90	10
561605 - GA-TEX03-05	A	Cream compound w/ pink paint	40		ND	0	100
	B	Tan/off white drywall	60		ND	70	30

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-TEX03-06	A	Cream compound w/ pink paint	20		ND	0	100
	B	Tan paper	80		ND	90	10
561605 - GA-TEX03-07	A	Cream compound	2		ND	0	100
	B	Off white tape	12		ND	95	5
	C	Cream compound w/ pink paint	86		ND	0	100
561605 - GA-CDW04-01	A	Cream compound w/ light pink paint	8		ND	0	100
	B	Tan/off white drywall	92		ND	25	75
561605 - GA-CDW04-02	A	Cream compound w/ pink paint	6		ND	0	100
	B	Tan/pink drywall	94		ND	20	80
561605 - GA-LVL01-01	A	Black mastic	4		ND	0	100
	B	Tan adhesive	6		ND	0	100
	C	Gray granular material	90		ND	0	100
561605 - GA-LVL01-02	A	Tan adhesive	14		ND	0	100
	B	Black mastic	35		ND	0	100
	C	Gray granular material	51		ND	0	100

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				Mineral	Visual Estimate (%)		
561605 - GA-CLK12-01	A	Cream resinous material w/ pink paint	35		ND	0	100
	B	White resinous material w/ pink paint	65		ND	0	100
561605 - GA-CLK12-02	A	Cream resinous material w/ pink paint	100		ND	0	100
561605 - GA-CLK13-01	A	Pink paint w/ cream compound	8		ND	0	100
	B	Cream resinous material w/ pink paint	92		ND	0	100
561605 - GA-CLK13-02	A	Cream paint w/ cream compound	8		ND	0	100
	B	Cream resinous material	92		ND	0	100
561605 - GA-CLK13-02A	A	Cream paint w/ cream compound	9		ND	0	100
	B	Cream resinous material	91		ND	0	100
561605 - GA-VFT10-01	A	Tan adhesive	8		ND	0	100
	B	Brown granular material	9		ND	0	100
	C	Gray leveling compound	14		ND	0	100
	D	Off white tile	69		ND	0	100

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				Mineral	Visual Estimate (%)		
561605 - GA-VFT10-02	A	Tan adhesive	6		ND	0	100
	B	Light brown granular material	23		ND	0	100
	C	Off white tile	71		ND	0	100
561605 - GA-CM10-01	A	Green adhesive w/ tan adhesive	9		ND	0	100
	B	Gray/green carpet w/ black fibrous resinous backing material	91		ND	60	40
561605 - GA-CM10-02	A	Gray leveling compound w/ blue adhesive	18		ND	5	95
	B	Black/multi-colored carpet	35		ND	90	10
	C	Gray carpet w/ black fibrous resinous backing material	47		ND	60	40
561605 - GA-CM11-01	A	Tan adhesive	7		ND	0	100
	B	Gray/multi-colored carpet	93		ND	80	20
561605 - GA-CM11-02	A	Tan adhesive	6		ND	0	100
	B	Gray/multi-colored carpet	94		ND	80	20

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 561605-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection**
 Date Samples Received: **May 15, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Standard**
 Date Samples Analyzed: **May 20 - May 21, 2023**

NA = Not Analyzed
NR = Not Received
ND = None Detected
TR = Trace; <1 % Visual Estimate
Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-VFT11-01	A	Black mastic	3	Chrysotile	10	0	90
	B	Green adhesive	7		ND	0	100
	C	Tan adhesive	9		ND	0	100
	D	Off white tile	81	Chrysotile	5	0	95
561605 - GA-VFT11-02	A	Off white plaster	4		ND	0	100
	B	Black mastic	7	Chrysotile	10	0	90
	C	Green adhesive	9		ND	0	100
	D	Tan adhesive	12		ND	0	100
	E	Off white tile	68	Chrysotile	6	0	94
561605 - GA-VFT12-01	A	Tan adhesive	3		ND	0	100
	B	Gray leveling compound	5		ND	0	100
	C	Tan adhesive	12		ND	0	100
	D	Light gray tile	80		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-VFT12-02	A	Tan adhesive w/ a trace of black mastic	4		ND	0	100
	B	Tan adhesive	6		ND	0	100
	C	Black tile	30		ND	0	100
	D	Gray tile	60		ND	0	100
561605 - GA-VFT13-01	A	Colorless adhesive	2		ND	0	100
	B	Black mastic	8	Chrysotile	TR	0	100
	C	Beige/red tile	90	Chrysotile	9	0	91
561605 - GA-VFT13-02	A	Colorless adhesive	2		ND	0	100
	B	Black mastic	5	Chrysotile	TR	0	100
	C	Beige/red tile	93	Chrysotile	9	0	91

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-LVL02-01	A	Yellow adhesive	TR		ND	0	100
	B	Black mastic	2		ND	0	100
	C	Off white adhesive	5		ND	0	100
	D	Gray granular resinous material	30		ND	0	100
	E	Gray leveling compound	30		ND	0	100
	F	Off white granular resinous material	33		ND	0	100
561605 - GA-LVL02-02	A	Black mastic	2		ND	0	100
	B	Yellow adhesive	3		ND	0	100
	C	Off white adhesive	5		ND	0	100
	D	Off white granular resinous material	30		ND	0	100
	E	Gray leveling compound	30		ND	0	100
	F	Gray granular resinous material	30		ND	0	100
561605 - GA-CBM10-01	A	Yellow adhesive	TR		ND	0	100
	B	Brown cove base	100		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CBM10-02	A	Yellow adhesive	5		ND	0	100
	B	Brown cove base	95		ND	0	100
561605 - GA-CBM11-01	A	Yellow adhesive	7		ND	0	100
	B	Brown cove base	93		ND	0	100
561605 - GA-CBM11-02	A	Yellow adhesive	10		ND	0	100
	B	Brown cove base	90		ND	0	100
561605 - GA-CBM12-01	A	Yellow adhesive	3		ND	0	100
	B	Brown cove base	97		ND	0	100
561605 - GA-CBM12-01A	A	Yellow adhesive	5		ND	0	100
	B	Brown cove base	95		ND	0	100
561605 - GA-CBM12-02	A	Yellow adhesive	10		ND	0	100
	B	Brown cove base	90		ND	0	100
561605 - GA-TEX04-01	A	White/multi-colored paint w/ white compound	30		ND	0	100
	B	White texture w/ brown/white paint	70		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-TEX04-02	A	White texture w/ off white/multi-colored paint	35		ND	0	100
	B	White texture w/ brown/multi-colored paint	65		ND	0	100
561605 - GA-TEX04-03	A	White/multi-colored paint w/ white compound	2		ND	0	100
	B	White texture w/ blue/multi-colored paint	98		ND	0	100
561605 - GA-TEX04-04	A	White texture w/ brown/multi-colored paint	100		ND	0	100
561605 - GA-TEX04-05	A	White/multi-colored paint w/ white compound	25		ND	0	100
	B	White texture w/ brown/multi-colored paint	75		ND	0	100
561605 - GA-TEX05-01	A	White texture w/ off white/multi-colored paint	35		ND	0	100
	B	Tan/gray drywall	65		ND	60	40
561605 - GA-TEX05-02	A	White texture w/ off white paint	35		ND	0	100
	B	Tan/gray drywall	65		ND	70	30
561605 - GA-TEX05-03	A	White texture w/ blue paint	20		ND	0	100
	B	White texture w/ off white paint	25		ND	0	100
	C	Tan/white drywall	55		ND	75	25

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-TEX05-04	A	Tan/gray drywall	45		ND	75	25
	B	White texture w/ gray/off white paint	55		ND	0	100
561605 - GA-TEX05-05	A	White texture w/ gray/off white paint	20		ND	0	100
	B	White texture w/ white/multi-colored paint	30		ND	0	100
561605 - GA-TEX06-01	C	Tan/pink drywall	50		ND	80	20
	A	White texture w/ off white/multi-colored paint	25		ND	0	100
	B	Gray plaster w/ white/multi-colored paint	75		ND	0	100
561605 - GA-TEX06-02	A	White texture w/ off white/multi-colored paint	20		ND	0	100
	B	Gray plaster w/ white/multi-colored paint	80		ND	0	100
561605 - GA-TEX06-03	A	White texture w/ off white/multi-colored paint	30		ND	0	100
	B	Gray plaster w/ white/multi-colored paint	70		ND	0	100
561605 - GA-CDW05-01	A	White compound w/ white/multi-colored paint	3		ND	0	100
	B	White texture w/ blue/multi-colored paint	5		ND	0	100
	C	Gray/tan drywall	92		ND	10	90

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CDW05-02	A	White texture w/ brown/multi-colored paint	3		ND	0	100
	B	White compound w/ white/multi-colored paint	4		ND	0	100
	C	Pink/tan drywall	93		ND	10	90
561605 - GA-CDW06-01	A	White texture w/ off white paint	5		ND	0	100
	B	Gray/tan drywall	95		ND	10	90
561605 - GA-CDW06-02	A	White texture w/ gray paint	2		ND	0	100
	B	White compound w/ white/multi-colored paint	10		ND	0	100
	C	Gray/tan drywall	88		ND	10	90
561605 - GA-CLK14-01	A	Yellow caulk	100		ND	0	100
561605 - GA-CLK14-01A	A	Yellow caulk	100		ND	0	100
561605 - GA-CLK14-02	A	White caulk w/ gray paint	100		ND	0	100
561605 - GA-CLK15-01	A	White caulk w/ off white paint	100		ND	0	100
561605 - GA-CLK15-02	A	White caulk w/ off white paint	100		ND	0	100
561605 - GA-SU02-01	A	Off white sink undercoating	100		ND	8	92
561605 - GA-SU02-02	A	Off white sink undercoating	100		ND	8	92

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CM11-03	A	Yellow adhesive	3		ND	0	100
	B	Blue carpet	97		ND	80	20
561605 - GA-CBM11-03	A	Yellow adhesive	3		ND	0	100
	B	Brown cove base	97		ND	0	100
561605 - GA-CBM12-03	A	Yellow adhesive	100		ND	0	100
561605 - GA-VFT10-03	A	Yellow adhesive w/ gray leveling compound	1		ND	0	100
	B	Gray/white tile	99		ND	0	100
561605 - GA-TEX03-08	A	White texture w/ off white/multi-colored paint	45		ND	0	100
	B	Tan/gray drywall	55		ND	80	20
561605 - GA-TEX03-09	A	White texture w/ off white/multi-colored paint	40		ND	0	100
	B	Tan/gray drywall	60		ND	70	30
561605 - GA-CDW04-03	A	White compound w/ off white paint	8		ND	0	100
	B	Gray/tan drywall	92		ND	10	90
561605 - GA-CBM13-01	A	Yellow adhesive	100		ND	0	100
561605 - GA-CBM13-02	A	Yellow adhesive	25		ND	0	100
	B	Brown cove base	75		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-TEX07-01	A	Off white compound w/ light beige paint	20		ND	0	100
	B	Tan/light gray drywall	80		ND	55	45
561605 - GA-TEX07-02	A	Off white compound w/ light beige paint	25		ND	0	100
	B	Tan/light gray drywall	75		ND	60	40
561605 - GA-TEX07-03	A	Off white compound w/ light beige paint	20		ND	0	100
	B	Tan/pink drywall	80		ND	75	25
561605 - GA-TEX07-04	A	Off white compound w/ light beige paint	15		ND	0	100
	B	Pink/tan drywall	85		ND	50	50
561605 - GA-TEX07-05	A	Off white compound w/ light beige paint	10		ND	0	100
	B	Tan/light gray drywall	90		ND	65	35
561605 - GA-TEX07-05A	A	Off white compound w/ light beige paint	15		ND	0	100
	B	Tan/light gray drywall	85		ND	60	40
561605 - GA-CLK15-010 (Labeled as CLK15-01 / Duplicate Sample ID)	A	Off white paint	15		ND	0	100
	B	Beige-orange glazing	85	Chrysotile	2	0	98

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CLK15-020 (Labeled as CLK15-02 / Duplicate Sample ID)	A	Off white caulk	100		ND	0	100
561605 - GA-CDW07-01	A	Off white compound w/ light beige paint	4		ND	0	100
	B	Light gray/tan drywall	96		ND	10	90
561605 - GA-CDW07-02	A	Off white compound w/ light beige paint	3		ND	0	100
	B	Light gray/tan drywall	97		ND	10	90
561605 - GA-CM12-01	A	Colorless adhesive	1		ND	0	100
	B	Tan/multi-colored carpet w/ brown resinous backing material	99		ND	45	55
561605 - GA-CM12-02	A	Colorless adhesive	6		ND	0	100
	B	Tan/multi-colored carpet w/ brown resinous backing material	94		ND	45	55
561605 - GA-CT03-01	A	Gray perlitic compound w/ black mastic	10		ND	0	100
	B	Brown ceramic tile	90		ND	0	100
561605 - GA-CT03-02	A	Gray perlitic compound w/ off white compound & black mastic	12		ND	0	100
	B	Brown ceramic tile	88		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CBM14-01	A	Beige adhesive	10		ND	0	100
	B	Black cove base	90		ND	0	100
561605 - GA-CBM14-02	A	Beige adhesive	3		ND	0	100
	B	Black cove base	97		ND	0	100
561605 - GA-CM13-01	A	Green mastic	2		ND	0	100
	B	Gray carpet	98		ND	50	50
561605 - GA-CM13-02	A	Gray carpet	100		ND	50	50
561605 - GA-CM14-01	A	Yellow mastic	1		ND	0	100
	B	Lavender carpet	99		ND	85	15
561605 - GA-CM14-02	A	Brown mastic	3		ND	0	100
	B	Lavender carpet	97		ND	85	15
561605 - GA-VFT14-01	A	Brown mastic	2		ND	0	100
	B	Brownish-pink/multi-colored tile	98		ND	0	100
561605 - GA-VFT14-02	A	Brown mastic	1		ND	0	100
	B	Brownish-pink/multi-colored tile	99		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CBM15-01	A	Yellow mastic	3		ND	0	100
	B	Purple cove base	97		ND	0	100
561605 - GA-CBM15-02	A	Yellow mastic	1		ND	0	100
	B	Purple cove base	99		ND	0	100
561605 - GA-VFT15-01	A	Brown mastic	12		ND	0	100
	B	Gray tile	88		ND	0	100
561605 - GA-VFT15-01A	A	Brown mastic	15		ND	0	100
	B	Gray tile	85		ND	0	100
561605 - GA-VFT15-02	A	Brown mastic	10		ND	0	100
	B	Gray tile	90		ND	0	100
561605 - GA-CBM16-01	A	Orange mastic	3		ND	0	100
	B	Gray cove base	97		ND	0	100
561605 - GA-CBM16-02	A	Orange mastic	7		ND	0	100
	B	Gray cove base	93		ND	0	100
561605 - GA-EPOX04-01	A	Tan resinous material w/ black mastic	100		ND	0	100

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TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 561605-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection**
 Date Samples Received: **May 15, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Standard**
 Date Samples Analyzed: **May 20 - May 21, 2023**

NA = Not Analyzed
 NR = Not Received
 ND = None Detected
 TR = Trace; <1 % Visual Estimate
 Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-EPOX04-02	A	Tan resinous material w/ black mastic	100		ND	0	100
561605 - GA-TEX08-01	A	White texture w/ green/multi-colored paint	40		ND	0	100
	B	Tan/gray drywall	60		ND	45	55
561605 - GA-TEX08-02	A	White texture w/ green paint	30		ND	0	100
	B	Tan/white drywall	70		ND	40	60
561605 - GA-TEX08-03	A	White texture w/ green paint	50		ND	0	100
	B	Tan/white drywall	50		ND	65	35
561605 - GA-WP03-01	A	Green/white wallpaper w/ tan adhesive	100		ND	70	30
561605 - GA-WP03-02	A	Green/multi-colored wallpaper w/ tan adhesive	100		ND	70	30
561605 - GA-FRPM02-01	A	Off white mastic	7		ND	0	100
	B	White resinous material	93		ND	0	100
561605 - GA-FRPM02-02	A	Off white mastic	10		ND	0	100
	B	White resinous material	90		ND	0	100
561605 - GA-CDW08-01	A	White compound w/ green paint	12		ND	0	100
	B	Tan/white drywall	88		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CDW08-02	A	Tan granular texture w/ orange/multi-colored paint	3		ND	0	100
	B	White compound	7		ND	0	100
	C	Tan/white drywall	90		ND	10	90
561605 - GA-CLK16-01	A	Gray caulk	100		ND	0	100
561605 - GA-CLK16-02	A	Gray caulk	100		ND	0	100
561605 - GA-VFT16-01	A	Tan adhesive	5		ND	0	100
	B	Black mastic	5		ND	0	100
	C	Gray tile	90		ND	0	100
561605 - GA-VFT16-02	A	Black mastic	5		ND	0	100
	B	Tan adhesive	5		ND	0	100
	C	Gray tile	90		ND	0	100
561605 - GA-VWF02-01	A	Yellow/colorless adhesive	5		ND	0	100
	B	Tan/black tile	95		ND	0	100
561605 - GA-VWF02-01A	A	Tan/colorless adhesive	5		ND	0	100
	B	Tan/black tile	95		ND	0	100

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EUROFINS RESERVOIRS ENVIRONMENTAL, INC

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-VWF02-02	A	Black mastic	5		ND	0	100
	B	Tan adhesive	10		ND	0	100
	C	Tan/black tile	85		ND	0	100
561605 - GA-CBM17-01	A	Tan adhesive	25		ND	0	100
	B	Brown cove base	75		ND	0	100
561605 - GA-CBM17-02	A	Tan adhesive	15		ND	0	100
	B	Brown cove base	85		ND	0	100
561605 - GA-CBM18-01	A	Tan adhesive	20		ND	0	100
	B	Gray cove base	80		ND	0	100
561605 - GA-CBM18-02	A	Tan adhesive	25		ND	0	100
	B	Gray cove base	75		ND	0	100
561605 - GA-MST01-01	A	Tan resinous material	100		ND	0	100
561605 - GA-MST01-02	A	Tan adhesive	40		ND	0	100
	B	Tan/off white drywall w/ off white paint	60		ND	60	40
561605 - GA-MST02-01	A	Off white resinous material	5		ND	0	100
	B	Tan wood	95		ND	75	25

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-MST02-02	A	Off white resinous material w/ white/multi-colored paint	10		ND	0	100
	B	Tan wood	90		ND	75	25
561605 - GA-TEX09-01	A	White compound w/ brown/multi-colored paint	100		ND	0	100
561605 - GA-TEX09-02	A	White compound w/ brown/multi-colored paint	100		ND	0	100
561605 - GA-TEX09-03	A	White compound w/ brown/multi-colored paint	100		ND	0	100
561605 - GA-CDW09-01	A	White compound w/ tan/multi-colored paint	30		ND	0	100
	B	White/tan drywall	70		ND	10	90
561605 - GA-CDW09-02	A	White compound w/ brown/multi-colored paint	25		ND	0	100
	B	White/tan drywall	75		ND	10	90
561605 - GA-WTM02-01	A	Tan resinous material	2		ND	0	100
	B	White caulk	15		ND	0	100
	C	Gray resinous material	83		ND	0	100
561605 - GA-WTM02-02	A	White caulk	20		ND	0	100
	B	Tan resinous material	20		ND	0	100
	C	Gray resinous material	60		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-VWF02-03	A	Colorless adhesive	15		ND	0	100
	B	Tan/black tile	85		ND	0	100
561605 - GA-CBM19-01	A	Tan adhesive	5		ND	0	100
	B	White adhesive	15		ND	0	100
	C	Black cove base	80		ND	0	100
561605 - GA-CBM19-02	A	Tan adhesive	10		ND	0	100
	B	Black cove base	90		ND	0	100
561605 - GA-CBM19-02A	A	Tan adhesive	15		ND	0	100
	B	Black cove base	85		ND	0	100
561605 - GA-TEX10-01	A	Tan/gray drywall	30		ND	80	20
	B	White texture w/ gray/white paint	70		ND	0	100
561605 - GA-TEX10-02	A	Tan/gray drywall	25		ND	85	15
	B	White texture w/ gray paint	75		ND	0	100
561605 - GA-TEX10-03	A	White texture w/ gray/white paint	25		ND	0	100
	B	Gray/tan drywall	75		ND	20	80

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CDW10-01	A	White compound w/ gray/white paint	10		ND	0	100
	B	Gray/tan drywall	90		ND	10	90
561605 - GA-CDW10-02	A	White compound w/ gray paint	5		ND	0	100
	B	Gray/tan drywall	95		ND	10	90
561605 - GA-VSF01-01	A	White adhesive	5		ND	0	100
	B	Tan sheet vinyl	95		ND	0	100
561605 - GA-VSF01-02	A	Tan sheet vinyl	100		ND	0	100
561605 - GA-VSF02-01	A	Tan adhesive	5		ND	0	100
	B	Gray/multi-colored sheet vinyl w/ gray fibrous backing material	95	Chrysotile	20	5	75
561605 - GA-VSF02-02	A	Tan adhesive	2		ND	0	100
	B	Gray/multi-colored sheet vinyl w/ gray fibrous backing material	98	Chrysotile	20	5	75
561605 - GA-CM11-04	A	Tan adhesive	2		ND	0	100
	B	Blue/multi-colored carpet	98		ND	80	20

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-VFT12-03	A	Black mastic	2		ND	0	100
	B	Tan adhesive	10		ND	0	100
	C	White/gray tile	88		ND	0	100
561605 - GA-VFT12-04	A	Black mastic	10	Chrysotile	ND	0	100
	B	Tan adhesive	15		ND	0	100
	C	Gray tile	75		10	0	90
561605 - GA-VFT10-04	A	Yellow adhesive	5		ND	0	100
	B	Light gray tile	95		ND	0	100
561605 - GA-CBM10-03	A	Tan adhesive	5		ND	0	100
	B	Brown cove base	95	ND	0	100	
561605 - GA-TEX05-06	A	White texture w/ gray paint	20	ND	0	100	
	B	White compound w/ blue/multi-colored paint	20	ND	0	100	
	C	Tan/gray drywall	60	ND	60	40	

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-TEX05-07	A	Tan/gray drywall	30		ND	80	20
	B	White compound w/ gray/multi-colored paint	35		ND	0	100
	C	White compound w/ gray paint	35		ND	0	100
561605 - GA-TEX11-01	A	Tan/pink drywall	25		ND	80	20
	B	White compound w/ gray/multi-colored paint	35		ND	0	100
	C	White compound w/ gray paint	40		ND	0	100
561605 - GA-TEX11-02	A	Tan/pink drywall	25		ND	70	30
	B	White compound w/ gray/multi-colored paint	35		ND	0	100
	C	White compound w/ gray paint	40		ND	0	100
561605 - GA-TEX11-03	A	Tan/pink drywall	30		ND	70	30
	B	White compound w/ gray/multi-colored paint	70		ND	0	100
	A	Tan/pink drywall	30		ND	85	15
561605 - GA-TEX11-03A	B	White compound w/ gray/multi-colored paint	70		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
561605 - GA-CDW06-03	A	White fibrous material	5		ND	90	10
	B	White compound w/ gray paint	35		ND	0	100
	C	White/tan drywall	60		ND	10	90

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.


Liu Wenlong
Analyst


Ryan Shilling
Analyst


Tyler Hutchinson
Analyst


John C. McIntyre
Analyst


Landon Spells
Analyst


Abigail Call
Analyst


Andrew Roberts
Analyst



**Built Environment Testing
Reservoirs**

RES Job #: 561605

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: Foothills Environmental, Inc. Address: 11099 W. 8th Avenue Lakewood, CO 80215	Company: Foothills Environmental, Inc. Address: 11099 W. 8th Avenue Lakewood, CO 80215	Contact: Evan Eppard Phone: (720) 567-9670 Fax: Cell:	-1 PLM Priority
Project Number and/or P.O. #: AS23045		Final Data Deliverable Email Address:	
Project Description/Location: Golf Acres - ACM Inspection		evan@foothillsusa.com (+ 1 ADDNL. CONTACTS)	

ASBESTOS LABORATORY HOURS: Weekdays: 7am - 7pm & Sat. 8am - 5pm				REQUESTED ANALYSIS				VALID MATRIX CODES				LAB NOTES							
PLM / PCM / TEM	DTL	RUSH	PRIORITY	STANDARD	<small>PLM - PLM Short Report (EPA600/R-93/116)</small> <small>TEM - AHERA (r- or Quantified), Microase (r- or Quantified), Wipe (r- or Quantified), NIOSH 7402, Yamate Level II, ISO 10312, ISO 13794, Chilled, Drinking Water, Waste Water, Bulk +/-, CARB Modified Ahera</small> <small>PCM - 7402A, 7402B, OSHA</small> <small>DUST - Total, Respirable</small> <small>METALS - Arsenic, Lead Only (7082, 7420, Waste Water, Foodware), Multi Metals (7303, 8020A, 200.8, Waste Water, Foodware, OSHA ID-1255), pH (Liquid or Non-Liquid), T,CLP, RCRA, Scan, Welding Fume, Scan, F, all Metals Scan</small> <small>ORGANICS - Methylmercury, TSS</small> <small>VARIES - Campylobacter, Bacillus, Salmonella (Culturable or 12), Listeria, E. coli, Enterococcus, Staphylococcus aureus, Pseudomonas aeruginosa, Coliform, E. coli (Stable Water, Drinking Water, Non-Drinking Water, +/-, Quantification), Lactic Acid, Viable Microbial Count (w/ID or w/D), Enterococcus (r- or Quantification), Legionella (P, NP, C)</small> <small>MEDICAL - Bioterrorism, LAL</small> <small>MOLD - Spore Trap, Bulk Mold, Petriplate Identification</small>	Air = A	Bulk = B	Dust = D	Food = F	Rain = P	Soil = S	Surface = SU	Swab = SW	Tape = T	Wipe = W	Drinking Water = DW	Waste Water = WW	Laboratory Analysis Instructions	
CHEMISTRY LABORATORY HOURS: Weekdays: 8am - 5pm																			
Dust	RUSH	PRIORITY	STANDARD																
Metals	RUSH	PRIORITY	STANDARD																
Organics*	SAME DAY	RUSH	PRIORITY	STANDARD															
MICROBIOLOGY LABORATORY HOURS: Weekdays: 8am - 5pm																			
Viable Analysis**	PRIORITY	STANDARD																	
Medical Device Analysis	RUSH	STANDARD																	
Mold Analysis	RUSH	PRIORITY	STANDARD																
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.																			
Special Instructions:																			
Client Sample ID Number	(Sample ID's must be unique)			ASBESTOS		CHEMISTRY	MICROBIOLOGY	ICO	Sample Volume (L) / Area	Length (or Aliquot) x Width (or Area per Aliquot)	Matrix Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm					
1 GA-CM01-01				X							B								
2 GA-CM01-02				X						B									
3 GA-CM01-03				X						B									
4 GA-CM02-01				X						B									
5 GA-CM02-02				X						B									
6 GA-VFT01-01				X						B									
7 GA-VFT01-02				X						B									
8 GA-VFT02-01				X						B									
9 GA-VFT02-02				X						B									
10 GA-VFT03-01				X						B									
11 GA-VFT03-02				X						B									
12 GA-VFT04-01				X						B									
13 GA-VFT04-02				X						B									

EREI establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.
EREI will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Evan Eppard	Date/Time: 05/15/2023 11:18:53	Sample Condition: Acceptable
Received By:	Jessica Parker	Date/Time: 05/15/2023 11:20:16	Carrier: Hand



**Built Environment Testing
Reservoirs**

Res Job#: 561605

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Main Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	
14 GA-VFT05-01	X						B				
15 GA-VFT05-02	X						B				
16 GA-CT01-01	X						B				
17 GA-CT01-02	X						B				
18 GA-CT01-03	X						B				
19 GA-CT01-04	X						B				
20 GA-CT02-02A	X						B				
21 GA-CBM01-01	X						B				
22 GA-CBM01-02	X						B				
23 GA-CBM02-01	X						B				
24 GA-CBM02-02	X						B				
25 GA-CBM03-01	X						B				
26 GA-CBM03-02	X						B				
27 GA-CBM04-01	X						B				
28 GA-CBM04-02	X						B				
29 GA-RF01-01	X						B				
30 GA-RF01-02	X						B				
31 GA-VFT06-01	X						B				
32 GA-VFT06-02	X						B				
33 GA-CM03-01	X						B				
34 GA-CM03-02	X						B				
35 GA-EPOX01-01	X						B				
36 GA-EPOX01-02	X						B				
37 GA-EPOX02-01	X						B				
38 GA-EPOX02-02	X						B				
39 GA-CBM05-01	X						B				
40 GA-CBM05-01A	X						B				
41 GA-CBM05-02	X						B				
42 GA-VFT07-01	X						B				
43 GA-VFT07-02	X						B				



**Built Environment Testing
Reservoirs**

Res Job#: 561605

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES	
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L / Area)	Length (or Aliquots) x Width (or Area) per Aliquot	Matrix Code	# of Containers	Date Collected mm/dd/yyyy		Time Collected hh:mm
44 GA-VWF01-01	X							B				
45 GA-VWF01-02	X							B				
46 GA-TEX01-01	X							B				
47 GA-TEX01-02	X							B				
48 GA-TEX01-03	X							B				
49 GA-TEX01-04	X							B				
50 GA-TEX01-05	X							B				
51 GA-TEX01-06	X							B				
52 GA-TEX01-07	X							B				
53 GA-WTM01-01	X							B				
54 GA-WTM01-02	X							B				
55 GA-FRPM01-01	X							B				
56 GA-FRPM01-02	X							B				
57 GA-WP01-01	X							B				
58 GA-WP01-02	X							B				
59 GA-WP02-01	X							B				
60 GA-WP02-01A	X							B				
61 GA-WP02-02	X							B				
62 GA-CDW01-01	X							B				
63 GA-CDW01-02	X							B				
64 GA-CDW01-03	X							B				
65 GA-LIP01-01	X							B				
66 GA-LIP01-02	X							B				
67 GA-LIP02-01	X							B				
68 GA-LIP02-02	X							B				
69 GA-LIP03-01	X							B				
70 GA-LIP03-02	X							B				
71 GA-CBM06-01	X							B				
72 GA-CBM06-02	X							B				
73 GA-CLK01-01	X							B				



**Built Environment Testing
Reservoirs**

Res Job#: 561605

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS				VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	Air = A	Bulk = B	Dust = D	Food = F	Paint = P	
74 GA-CLK01-02	X									
75 GA-CLK02-01	X									
76 GA-CLK02-02	X									
77 GA-CLK03-01	X									
78 GA-CLK03-02	X									
79 GA-CLK04-01	X									
80 GA-CLK04-01A	X									
81 GA-CLK04-02	X									
82 GA-CLK05-01	X									
83 GA-CLK05-02	X									
84 GA-CLK06-01	X									
85 GA-CLK06-02	X									
86 GA-CLK07-01	X									
87 GA-CLK07-02	X									
88 GA-CLK08-01	X									
89 GA-CLK08-02	X									
90 GA-CLK09-01	X									
91 GA-CLK09-02	X									
92 GA-SU01-01	X									
93 GA-SU01-02	X									
94 GA-MOR01-01	X									
95 GA-MOR01-02	X									
96 GA-TS101-01	X									
97 GA-TS101-02	X									
98 GA-TS101-03	X									
99 GA-TS102-01	X									
100 GA-TS102-01A	X									
101 GA-TS102-02	X									
102 GA-TS102-03	X									
103 GA-PIS01-01	X									



**Built Environment Testing
Reservoirs**

Res Job#: 561605

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS				VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	Air = A	Bulk = B	Dust = D	Food = F	Paint = P	
104 GA-PIS01-02	X									
105 GA-CDW02-01	X									
106 GA-CDW02-02	X									
107 GA-PP01-01	X									
108 GA-PP01-02	X									
109 GA-PLST01-01	X									
110 GA-PLST01-02	X									
111 GA-PLST01-03	X									
112 GA-PLST01-04	X									
113 GA-PLST01-05	X									
114 GA-PLST01-06	X									
115 GA-PLST01-07	X									
116 GA-VFT08-01	X									
117 GA-VFT08-02	X									
118 GA-CBM07-01	X									
119 GA-CBM07-02	X									
120 GA-CBM07-02A	X									
121 GA-TEX02-01	X									
122 GA-TEX02-02	X									
123 GA-TEX02-03	X									
124 GA-TEX02-04	X									
125 GA-TEX02-05	X									
126 GA-CDW03-01	X									
127 GA-CDW03-02	X									
128 GA-EPOX03-01	X									
129 GA-EPOX03-02	X									
130 GA-CLK10-01	X									
131 GA-CLK10-02	X									
132 GA-CLK11-01	X									
133 GA-CLK11-02	X									



**Built Environment Testing
Reservoirs**

Res Job#: 561605

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Matrix Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	
134 GA-VFT09-01	X						B				
135 GA-VFT09-02	X						B				
136 GA-CM04-01	X						B				
137 GA-CM04-02	X						B				
138 GA-CM05-01	X						B				
139 GA-CM05-02	X						B				
140 GA-CM05-02A	X						B				
141 GA-CBM08-01	X						B				
142 GA-CBM08-02	X						B				
143 GA-CBM09-01	X						B				
144 GA-CBM09-02	X						B				
145 GA-TEX03-01	X						B				
146 GA-TEX03-02	X						B				
147 GA-TEX03-03	X						B				
148 GA-TEX03-04	X						B				
149 GA-TEX03-05	X						B				
150 GA-TEX03-06	X						B				
151 GA-TEX03-07	X						B				
152 GA-CDW04-01	X						B				
153 GA-CDW04-02	X						B				
154 GA-LVL01-01	X						B				
155 GA-LVL01-02	X						B				
156 GA-CLK12-01	X						B				
157 GA-CLK12-02	X						B				
158 GA-CLK13-01	X						B				
159 GA-CLK13-02	X						B				
160 GA-CLK13-02A	X						B				
161 GA-VFT10-01	X						B				
162 GA-VFT10-02	X						B				
163 GA-CM10-01	X						B				



**Built Environment Testing
Reservoirs**

Res Job#: 561605

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS				VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	Air = A	Bulk = B	Dust = D	Food = F	Paint = P	
164 GA-CM10-02	X									
165 GA-CM11-01	X									
166 GA-CM11-02	X									
167 GA-VFT11-01	X									
168 GA-VFT11-02	X									
169 GA-VFT12-01	X									
170 GA-VFT12-02	X									
171 GA-VFT13-01	X									
172 GA-VFT13-02	X									
173 GA-LVL02-01	X									
174 GA-LVL02-02	X									
175 GA-CBM10-01	X									
176 GA-CBM10-02	X									
177 GA-CBM11-01	X									
178 GA-CBM11-02	X									
179 GA-CBM12-01	X									
180 GA-CBM12-01A	X									
181 GA-CBM12-02	X									
182 GA-TEX04-01	X									
183 GA-TEX04-02	X									
184 GA-TEX04-03	X									
185 GA-TEX04-04	X									
186 GA-TEX04-05	X									
187 GA-TEX05-01	X									
188 GA-TEX05-02	X									
189 GA-TEX05-03	X									
190 GA-TEX05-04	X									
191 GA-TEX05-05	X									
192 GA-TEX06-01	X									
193 GA-TEX06-02	X									



**Built Environment Testing
Reservoirs**

Res Job#: 561605

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Main Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	
194 GA-TEX06-03	X						B				
195 GA-CDW05-01	X						B				
196 GA-CDW05-02	X						B				
197 GA-CDW06-01	X						B				
198 GA-CDW06-02	X						B				
199 GA-CLK14-01	X						B				
200 GA-CLK14-01A	X						B				
201 GA-CLK14-02	X						B				
202 GA-CLK15-01	X						B				
203 GA-CLK15-02	X						B				
204 GA-SU02-01	X						B				
205 GA-SU02-02	X						B				
206 GA-CM11-03	X						B				
207 GA-CBM11-03	X						B				
208 GA-CBM12-03	X						B				
209 GA-VFT10-03	X						B				
210 GA-TEX03-08	X						B				
211 GA-TEX03-09	X						B				
212 GA-CDW04-03	X						B				
213 GA-CBM13-01	X						B				
214 GA-CBM13-02	X						B				
215 GA-TEX07-01	X						B				
216 GA-TEX07-02	X						B				
217 GA-TEX07-03	X						B				
218 GA-TEX07-04	X						B				
219 GA-TEX07-05	X						B				
220 GA-TEX07-05A	X						B				
221 GA-CLK15-010	X						B				
222 GA-CLK15-020	X						B				
223 GA-CDW07-01	X						B				



**Built Environment Testing
Reservoirs**

Res Job#: 561605

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Matrix Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	
224 GA-CDW07-02	X						B				
225 GA-CM12-01	X						B				
226 GA-CM12-02	X						B				
227 GA-CT03-01	X						B				
228 GA-CT03-02	X						B				
229 GA-CBM14-01	X						B				
230 GA-CBM14-02	X						B				
231 GA-CM13-01	X						B				
232 GA-CM13-02	X						B				
233 GA-CM14-01	X						B				
234 GA-CM14-02	X						B				
235 GA-VFT14-01	X						B				
236 GA-VFT14-02	X						B				
237 GA-CBM15-01	X						B				
238 GA-CBM15-02	X						B				
239 GA-VFT15-01	X						B				
240 GA-VFT15-01A	X						B				
241 GA-VFT15-02	X						B				
242 GA-CBM16-01	X						B				
243 GA-CBM16-02	X						B				
244 GA-EPOX04-01	X						B				
245 GA-EPOX04-02	X						B				
246 GA-TEX08-01	X						B				
247 GA-TEX08-02	X						B				
248 GA-TEX08-03	X						B				
249 GA-WP03-01	X						B				
250 GA-WP03-02	X						B				
251 GA-FRPM02-01	X						B				
252 GA-FRPM02-02	X						B				
253 GA-CDW08-01	X						B				



**Built Environment Testing
Reservoirs**

Res Job#: 561605

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Main Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	
254 GA-CDW08-02	X						B				
255 GA-CLK16-01	X						B				
256 GA-CLK16-02	X						B				
257 GA-VFT16-01	X						B				
258 GA-VFT16-02	X						B				
259 GA-VWF02-01	X						B				
260 GA-VWF02-01A	X						B				
261 GA-VWF02-02	X						B				
262 GA-CBM17-01	X						B				
263 GA-CBM17-02	X						B				
264 GA-CBM18-01	X						B				
265 GA-CBM18-02	X						B				
266 GA-MST01-01	X						B				
267 GA-MST01-02	X						B				
268 GA-MST02-01	X						B				
269 GA-MST02-02	X						B				
270 GA-TEX09-01	X						B				
271 GA-TEX09-02	X						B				
272 GA-TEX09-03	X						B				
273 GA-CDW09-01	X						B				
274 GA-CDW09-02	X						B				
275 GA-WTM02-01	X						B				
276 GA-WTM02-02	X						B				
277 GA-VWF02-03	X						B				
278 GA-CBM19-01	X						B				
279 GA-CBM19-02	X						B				
280 GA-CBM19-02A	X						B				
281 GA-TEX10-01	X						B				
282 GA-TEX10-02	X						B				
283 GA-TEX10-03	X						B				



**Built Environment Testing
Reservoirs**

Res Job#: 561605

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS				VALID MATRIX CODES				LAB NOTES		
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	Air = A Dust = D Paint = P Surface = SU Tape = T Drinking Water = DW Waste Water = WW	Bulk = B Food = F Soil = S Swab = SW Wipe = W	**ASTM E 1782 approved wipe media only**				
	PLM - PLM Short Report (EPA600/R-33716) TEM - AHERA (+/- or Quantified), Microvac (+/- or Quantified), Wipe (+/- or Quantified), NIOSH 7402, Yamate Level II, ISO 10312, ISO 15944, Chatfield, Drinking Water, Waste Water, Bulk, Tap Water, Modified Areas PCM - 7400A, 7400B, OSHA DUST - Tap, Respirable METALS - Analytes) Lead Only (7082, 7420, Waste Water, Foodware), Multi Metals (7303, 6020A, 2003, Waste Water, Foodware, OSHA (D- 1250), pH (Liquid or Non-Liquid), Lead, Arsenic, Cadmium, Chromium, Copper, Iron, Manganese, Nickel, Silver, Zinc ORGANICS - Methamphetamine, TSS VIABLES - Campylobacter, Bacillus, Salmonella (Culturable or 1-2), Listeria, E.coli O157:H7, E.coli Coliforms - Pleated, S aureus, Yeast & Mol, Aerobic Plate Count, Coliforms E.coli - (State Water, Drinking Water, Non-Drinking Water, +/- Quantification), Lactic Acid, Viable Microbial Count (we/D or w/D), Enterococcus +/- or Quantification, Legionella (P, N, C), MEDICAL - Bioterrorism, LAL MOLD - Spore Trap, Bulk Mold, Particulate Identification	Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Matrix Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	Laboratory Analysis Instructions				
284 GA-CDW10-01	X					B					
285 GA-CDW10-02	X					B					
286 GA-VSF01-01	X					B					
287 GA-VSF01-02	X					B					
288 GA-VSF02-01	X					B					
289 GA-VSF02-02	X					B					
290 GA-CM11-04	X					B					
291 GA-VFT12-03	X					B					
292 GA-VFT12-04	X					B					
293 GA-VFT10-04	X					B					
294 GA-CBM10-03	X					B					
295 GA-TEX05-06	X					B					
296 GA-TEX05-07	X					B					
297 GA-TEX11-01	X					B					
298 GA-TEX11-02	X					B					
299 GA-TEX11-03	X					B					
300 GA-TEX11-03A	X					B					
301 GA-CDW06-03	X					B					



**Built Environment Testing
Reservoirs**

May 26, 2023

Subcontractor Number:

Laboratory Report: RES 562796-1

Project #/P.O. #: AS23045

**Project Description: Golf Acres - ACM Inspection
(Second COC)**

Evan Eppard
Foothills Environmental, Inc.
11099 W. 8th Avenue
Lakewood CO 80215

Dear Evan,

Eurofins Reservoirs is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA LAP, LLC), Lab ID 101533 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Eurofins Reservoirs has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

RES 562796-1 is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Eurofins Reservoirs will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed, as received by the customer. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Eurofins Reservoirs. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,



by Tyler Hutchinson

Jeanne Spencer
President



EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 562796-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection (Second COC)**
 Date Samples Received: **May 22, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Priority**
 Date Samples Analyzed: **May 26, 2023**

NA = Not Analyzed
NR = Not Received
ND = None Detected
TR = Trace; <1 % Visual Estimate
Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-VFT17-01	A	Tan adhesive	3		ND	0	100
	B	Black mastic	11	Chrysotile	6	0	94
	C	Beige floor tile	86		ND	0	100
562796 - GA-VFT17-02	A	Black mastic	12	Chrysotile	7	0	93
	B	Beige floor tile	88		ND	0	100
562796 - GA-VFT18-01	A	Tan adhesive	17		ND	0	100
	B	Gray/beige floor tile	83		ND	0	100
562796 - GA-VFT18-02	A	Tan adhesive	11		ND	0	100
	B	Gray/multi-colored floor tile	89		ND	0	100
562796 - GA-CBM20-01	A	Tan adhesive	14		ND	0	100
	B	Gray cove base	86		ND	0	100
562796 - GA-CBM20-02	A	Tan adhesive	22		ND	0	100
	B	Gray cove base	78		ND	0	100
562796 - GA-CBM21-01	A	Brown adhesive	18		ND	0	100
	B	Brown cove base	82		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 562796-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection (Second COC)**
 Date Samples Received: **May 22, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Priority**
 Date Samples Analyzed: **May 26, 2023**

NA = Not Analyzed
NR = Not Received
ND = None Detected
TR = Trace; <1 % Visual Estimate
Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-CBM21-02	A	Brown cove base	17		ND	0	100
	B	Brown adhesive	83		ND	0	100
562796 - GA-WP04-01	A	White compound w/ beige paint	TR		ND	0	100
	B	Beige wallpaper	100		ND	95	5
562796 - GA-WP04-02	A	White compound w/ beige paint	5		ND	0	100
	B	Beige/tan wallpaper	95		ND	95	5
562796 - GA-WP05-01	A	Beige paint w/ white compound	11		ND	0	100
	B	Tan drywall paper	33		ND	95	5
	C	Tan/multi-colored wallpaper	56		ND	95	5
562796 - GA-WP05-02	A	Off white paint w/ off white compound	3		ND	0	100
	B	Beige/multi-colored wallpaper	97		ND	95	5
562796 - GA-WP06-01	A	Tan/white drywall	44		ND	88	12
	B	Green/multi-colored wallpaper	56		ND	95	5
562796 - GA-WP06-02	A	Tan/off white drywall	45		ND	88	12
	B	Green/multi-colored wallpaper	55		ND	95	5

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 562796-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection (Second COC)**
 Date Samples Received: **May 22, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Priority**
 Date Samples Analyzed: **May 26, 2023**

NA = Not Analyzed
 NR = Not Received
 ND = None Detected
 TR = Trace; <1 % Visual Estimate
 Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-CMUBF01-01	A	Gray granular material	44		ND	0	100
	B	Off white resinous material w/ white paint	56		ND	0	100
562796 - GA-CMUBF01-02	A	Yellow resinous material w/ white paint	44		ND	0	100
	B	Gray granular material	56		ND	0	100
562796 - GA-CMUBF01-03	A	Gray granular material w/ yellow paint	100		ND	0	100
562796 - GA-TEX12-01	A	Beige paint w/ white compound	47		ND	0	100
	B	Off white/tan drywall	53		ND	44	56
562796 - GA-TEX12-01A	A	Beige paint w/ white compound	46		ND	0	100
	B	Gray/tan drywall	54		ND	47	53
562796 - GA-TEX12-02	A	Beige paint w/ white compound	47		ND	0	100
	B	Tan/white drywall	53		ND	66	34
562796 - GA-TEX12-03	A	Beige paint w/ white compound	48		ND	0	100
	B	Tan/off white drywall	52		ND	77	23
562796 - GA-CDW11-01	A	Beige paint w/ a trace of white compound	13		ND	0	100
	B	White/tan drywall	87		ND	22	78

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 562796-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection (Second COC)**
 Date Samples Received: **May 22, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Priority**
 Date Samples Analyzed: **May 26, 2023**

NA = Not Analyzed
NR = Not Received
ND = None Detected
TR = Trace; <1 % Visual Estimate
Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-CDW11-02	A	White compound w/ beige paint	22		ND	0	100
	B	White/tan drywall	78		ND	20	80
562796 - GA-LIP04-01	A	Yellow insulation	36		ND	95	5
	B	White paint w/ tan adhesive	64		ND	0	100
562796 - GA-LIP04-02	A	Yellow insulation	44		ND	95	5
	B	White paint w/ tan adhesive	56		ND	0	100
562796 - GA-CM15-01	A	Black mastic	3		ND	0	100
	B	Tan adhesive	13		ND	0	100
	C	Blue/multi-colored carpet	84		ND	77	23
562796 - GA-CM15-02	A	Black mastic	12		ND	0	100
	B	Tan adhesive	88		ND	0	100
562796 - GA-VFT19-01	A	Yellow adhesive	2		ND	0	100
	B	White/multi-colored floor tile	98		ND	0	100
562796 - GA-VFT19-02	A	Yellow adhesive	2		ND	0	100
	B	White/multi-colored floor tile	98		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 562796-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection (Second COC)**
 Date Samples Received: **May 22, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Priority**
 Date Samples Analyzed: **May 26, 2023**

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 ND = None Detected
 TR = Trace; <1 % Visual Estimate
 Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-CBM22-01	A	Cream adhesive	7		ND	0	100
	B	Gray/tan cove base	93		ND	0	100
562796 - GA-CBM22-02	A	Cream adhesive	3		ND	0	100
	B	Gray/tan cove base	97		ND	0	100
562796 - GA-TEX13-01	A	White texture	10		ND	0	100
	B	White paint	20		ND	0	100
	C	Tan/white drywall	70		ND	90	10
562796 - GA-TEX13-02	A	White texture	1		ND	0	100
	B	White paint	20		ND	0	100
	C	Tan/white drywall	79		ND	85	15
562796 - GA-TEX13-03	A	White paint	20		ND	0	100
	B	White texture	25		ND	0	100
	C	Tan/white drywall	55		ND	80	20
562796 - GA-TEX13-04	A	White/off white paint	20		ND	0	100
	B	White texture	25		ND	0	100
	C	Tan/white drywall	55		ND	90	10

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-TEX13-05	A	White/off white paint	20		ND	0	100
	B	White texture	25		ND	0	100
	C	Tan/white drywall	55		ND	80	20
562796 - GA-WG01-01	A	White glazing	100		ND	0	100
562796 - GA-WG01-02	A	White glazing	100		ND	0	100
562796 - GA-WG01-02A (Labeled as GA-WG01-01A)	A	White glazing	100		ND	0	100
562796 - GA-CDW12-01	A	White compound	1		ND	0	100
	B	White texture	2		ND	0	100
	C	White paint	5		ND	0	100
	D	White/tan drywall	92		ND	20	80
562796 - GA-CDW12-02	A	Off white tape	10		ND	95	5
	B	White compound	15		ND	0	100
	C	White joint compound	25		ND	0	100
	D	White/tan drywall	50		ND	20	80

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-VFT20-01	A	Blue adhesive	5		ND	0	100
	B	Yellow adhesive	7		ND	0	100
	C	White compound	88		ND	0	100
562796 - GA-VFT20-02	A	Blue adhesive w/ white paint	100		ND	0	100
562796 - GA-VFT21-01	A	Orange adhesive	5		ND	0	100
	B	Off white plaster	8		ND	0	100
	C	Off white/gray floor tile	87		ND	0	100
562796 - GA-VFT21-02	A	Orange adhesive	5		ND	0	100
	B	Off white plaster	7		ND	0	100
	C	Off white/gray floor tile	88		ND	0	100
562796 - GA-VFT22-01	A	Black mastic	2		ND	0	100
	B	Yellow adhesive	3		ND	0	100
	C	Green adhesive	5		ND	0	100
	D	Tan/off white floor tile	90	Chrysotile	12	0	88

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-VFT22-02	A	Yellow adhesive	2		ND	0	100
	B	Green adhesive	5		ND	0	100
	C	Black mastic	5		ND	0	100
	D	Tan/off white floor tile	88	Chrysotile	12	0	88
562796 - GA-VFT23-01	A	Yellow adhesive	3		ND	0	100
	B	Green adhesive	4		ND	0	100
	C	Black mastic	6		ND	0	100
	D	Brown/off white floor tile	87	Chrysotile	10	0	90
562796 - GA-VFT23-02	A	Yellow adhesive	2		ND	0	100
	B	Green adhesive	3		ND	0	100
	C	Black mastic	7		ND	0	100
	D	Brown/off white floor tile	88	Chrysotile	10	0	90
562796 - GA-CM16-01	A	Green/yellow mastic	25		ND	0	100
	B	White compound	75		ND	0	100
562796 - GA-CM16-02	A	Green mastic w/ white paint	100		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-CM17-01	A	Yellow adhesive	8		ND	0	100
	B	Blue/multi-colored carpet	92		ND	65	35
562796 - GA-CM17-02	A	Yellow adhesive	2		ND	0	100
	B	Blue/multi-colored carpet	98		ND	65	35
562796 - GA-LVL03-01	A	Black mastic	8		ND	0	100
	B	Orange adhesive	10		ND	0	100
	C	Tan adhesive	12		ND	0	100
	D	White plaster	14		ND	0	100
	E	Gray leveling compound	15		ND	0	100
	F	Gray plaster	41		ND	0	100
562796 - GA-LVL03-02	A	Black mastic	6		ND	0	100
	B	Orange adhesive	8		ND	0	100
	C	Tan adhesive	10		ND	0	100
	D	White plaster	12		ND	0	100
	E	Gray leveling compound	14		ND	0	100
	F	Gray plaster	50		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-CBM23-01	A	Tan adhesive	10		ND	0	100
	B	Black cove base	90		ND	0	100
562796 - GA-CBM23-02	A	Tan adhesive	6		ND	0	100
	B	Black cove base	94		ND	0	100
562796 - GA-CBM24-01	A	Tan adhesive	10		ND	0	100
	B	Green/gray cove base	90		ND	0	100
562796 - GA-CBM24-01A	A	Tan adhesive	10		ND	0	100
	B	Green/gray cove base	90		ND	0	100
562796 - GA-CBM24-02	A	Tan adhesive	5		ND	0	100
	B	Green/gray cove base	95		ND	0	100
562796 - GA-CBM25-01	A	Tan adhesive	8		ND	0	100
	B	Gray cove base	92		ND	0	100
562796 - GA-CBM25-02	A	Tan adhesive	10		ND	0	100
	B	Green/gray cove base	90		ND	0	100
562796 - GA-CBM26-01	A	Beige adhesive	100		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-CBM26-02		A Beige adhesive	6		ND	0	100
		B Maroon cove base	94		ND	0	100
562796 - GA-VSF03-01		A Tan adhesive w/ black mastic	7		ND	0	100
		B Beige/multi-colored sheet vinyl w/ gray fibrous backing material	93		ND	35	65
562796 - GA-VSF03-02		A Tan adhesive w/ black mastic	4		ND	0	100
		B Beige/multi-colored sheet vinyl w/ gray fibrous backing material	96		ND	35	65
562796 - GA-TEX14-01		A Off white compound w/ beige/multi-colored paint	45		ND	0	100
		B Tan/pink drywall	55		ND	80	20
562796 - GA-TEX14-02		A Off white compound w/ beige/multi-colored paint	45		ND	0	100
		B Tan/pink drywall	55		ND	80	20
562796 - GA-TEX14-03		A Off white compound w/ beige/multi-colored paint	45		ND	0	100
		B Tan/pink drywall	55		ND	65	35
562796 - GA-TEX14-04		A Off white compound w/ beige/multi-colored paint	45		ND	0	100
		B Tan/pink drywall	55		ND	70	30

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-TEX14-05	A	Off white compound w/ beige/multi-colored paint	45		ND	0	100
	B	Tan/pink drywall	55		ND	70	30
562796 - GA-TEX14-06	A	Off white compound w/ gray paint	20		ND	0	100
	B	Off white compound w/ beige/multi-colored paint	30		ND	0	100
	C	Tan/pink drywall	50		ND	70	30
562796 - GA-TEX14-07	A	Off white compound w/ beige/multi-colored paint	35		ND	0	100
	B	Tan/pink drywall w/ gray paint	65		ND	60	40
562796 - GA-TEX15-01	A	Cream tape	12		ND	90	10
	B	Off white compound w/ lavender paint	15		ND	0	100
	C	Off white joint compound	18		ND	0	100
	D	Tan/gray drywall	55		ND	70	30
562796 - GA-TEX15-02	A	Off white compound w/ gray paint	35		ND	0	100
	B	Tan/pink drywall	65		ND	70	30
562796 - GA-TEX15-03	A	Off white compound w/ gray paint	35		ND	0	100
	B	Tan/pink drywall	65		ND	70	30
562796 - GA-WG02-01	A	Gray caulk w/ dark gray paint	100		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-WG02-02	A	Gray caulk w/ dark gray paint	100		ND	0	100
562796 - GA-WG02-02A	A	Gray caulk w/ dark gray paint	100		ND	0	100
562796 - GA-CLK17-01	A	Off white caulk w/ white/multi-colored paint	100		ND	0	100
562796 - GA-CLK17-02	A	Off white caulk w/ white paint	100		ND	0	100
562796 - GA-CLK18-01	A	Cream caulk	100		ND	0	100
562796 - GA-CLK18-02	A	Cream caulk w/ white paint	100		ND	0	100
562796 - GA-LIP05-01	A	Beige/multi-colored ceiling tile w/ silver foil	100		ND	70	30
562796 - GA-LIP05-02	A	Beige/multi-colored ceiling tile w/ silver foil	100		ND	70	30
562796 - GA-LIP06-01	A	Pink/multi-colored drywall ceiling tile	100		ND	30	70
562796 - GA-LIP06-02	A	Pink/multi-colored drywall ceiling tile	100		ND	30	70
562796 - GA-CDW13-01 (Labeled as GA-CDW12-01 / Duplicate Sample ID)	A	White compound	12		ND	0	100
	B	Cream tape	14		ND	90	10
	C	White joint compound	16		ND	0	100
	D	Gray/tan drywall	58		ND	30	70

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Laboratory Sample ID	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non-Asbestos Fibrous Components (%)	Non-Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-CDW13-02 (Labeled as GA-CDW12-02 / Duplicate Sample ID)	A	White compound w/ beige paint	20		ND	0	100
	B	Gray/tan drywall	80		ND	30	70
562796 - GA-DM01-01	A	Gray sealant	100		ND	0	100
562796 - GA-DM01-02	A	Gray sealant	100		ND	0	100
562796 - GA-DM02-01	A	Gray sealant	100		ND	0	100
562796 - GA-DM02-02	A	Gray sealant	100		ND	0	100
562796 - GA-TAR01-01	A	Black tar	100		ND	0	100
562796 - GA-TAR01-02	A	Black tar	100		ND	0	100
562796 - GA-VD01-01	A	Black resinous material w/ off white fibrous woven material	100		ND	40	60
562796 - GA-VD01-02	A	Black resinous material w/ off white fibrous woven material	100		ND	40	60
562796 - GA-CM18-01	A	Tan carpet debris	40		ND	5	95
	B	Yellow adhesive	60		ND	0	100
562796 - GA-CM18-01A	A	Tan carpet debris	30		ND	0	100
	B	Yellow adhesive	70		ND	0	100

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				Mineral	Visual Estimate (%)		
562796 - GA-CM18-02	A	Yellow adhesive	3		ND	0	100
	B	Tan/multi-colored carpet	97		ND	65	35
562796 - GA-VWF03-01	A	Orange adhesive	3		ND	0	100
	B	Clear resinous material	5		ND	0	100
	C	Yellow adhesive	7		ND	0	100
	D	Tan/gray flooring material	85		ND	0	100
562796 - GA-VWF03-02	A	Orange adhesive	3		ND	0	100
	B	Clear resinous material	5		ND	0	100
	C	Tan/gray flooring material	92		ND	0	100
562796 - GA-CBM27-01	A	Yellow adhesive	15		ND	0	100
	B	Cream cove base	85		ND	0	100
562796 - GA-CBM27-02	A	Yellow adhesive	8		ND	0	100
	B	Cream cove base	92		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-CBM28-01	A	Off white adhesive	1		ND	0	100
	B	Yellow adhesive	2		ND	0	100
	C	Brown cove base	97		ND	0	100
562796 - GA-CBM28-02	A	Off white adhesive	3		ND	0	100
	B	Yellow adhesive	4		ND	0	100
	C	Brown cove base	93		ND	0	100
562796 - GA-EPOX05-01	A	Gray granular cementitious material w/ black coating	100		ND	0	100
562796 - GA-EPOX05-02	A	Gray granular cementitious material w/ black coating	100		ND	0	100
562796 - GA-FRMP03-01	A	Yellow adhesive	30		ND	0	100
	B	White resinous material	70		ND	0	100
562796 - GA-FRMP03-02	A	Yellow adhesive	20		ND	0	100
	B	White fibrous resinous material	80		ND	30	70
562796 - GA-TEX16-01	A	White texture w/ gray/multi-colored paint	40		ND	0	100
	B	Tan/pink drywall w/ white paint	60		ND	40	60

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 562796-1**
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 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection (Second COC)**
 Date Samples Received: **May 22, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Priority**
 Date Samples Analyzed: **May 26, 2023**

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 TR = Trace; <1 % Visual Estimate
 Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-TEX16-02	A	White compound w/ white paint	20		ND	0	100
	B	White texture w/ gray/multi-colored paint	25		ND	0	100
	C	Tan/pink drywall	55		ND	75	25
562796 - GA-TEX16-03	A	White texture w/ gray/white paint	35		ND	0	100
	B	Tan/pink drywall w/ white paint	65		ND	35	65
562796 - GA-TEX16-04		Sample Not Received.					
562796 - GA-TEX16-05	A	White texture w/ gray/white paint	20		ND	0	100
	B	White texture w/ white paint	20		ND	0	100
	C	Tan/pink drywall	60		ND	75	25
562796 - GA-BF01-01	A	Gray granular cementitious material	10		ND	0	100
	B	Tan brick w/ gray/multi-colored paint	90		ND	0	100
562796 - GA-BF01-02	A	Tan brick w/ gray/multi-colored paint	40		ND	0	100
	B	Gray granular cementitious material	60		ND	0	100
562796 - GA-BF01-03	A	Gray granular cementitious material	10		ND	0	100
	B	Tan brick w/ gray/multi-colored paint	90		ND	0	100

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				Mineral	Visual Estimate (%)		
562796 - GA-BF01-03A (Labeled as GA-BF03-03A)	A	Gray granular cementitious material	30		ND	0	100
	B	Tan brick w/ gray/multi-colored paint	70		ND	0	100
562796 - GA-CLK19-01	A	White caulk	100		ND	0	100
562796 - GA-CLK19-02	A	White caulk	100		ND	0	100
562796 - GA-LIP07-01	A	Off white/white ceiling tile	100		ND	50	50
562796 - GA-LIP07-02	A	Off white/white ceiling tile	100		ND	50	50
562796 - GA-LIP08-01	A	Pink/tan/white drywall ceiling tile	100		ND	10	90
562796 - GA-LIP08-02	A	Pink/tan drywall ceiling tile	100		ND	10	90
562796 - GA-CDW14-01	A	White tape	8		ND	95	5
	B	White compound w/ gray paint	12		ND	0	100
	C	White joint compound	20		ND	0	100
	D	Pink/tan drywall	60		ND	10	90
562796 - GA-CDW14-02	A	White compound w/ gray paint	8		ND	0	100
	B	Pink/tan drywall	92		ND	10	90

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-VFT24-01	A	Orange adhesive	3		ND	0	100
	B	Tan/multi-colored floor tile	97		ND	0	100
562796 - GA-VFT24-02	A	Orange adhesive	4		ND	0	100
	B	Tan/multi-colored floor tile	96		ND	0	100
562796 - GA-VFT24-03	A	Orange adhesive w/ black mastic	5		ND	0	100
	B	Tan/multi-colored floor tile	95		ND	0	100
562796 - GA-VFT24-04	A	Orange adhesive w/ black mastic	4		ND	0	100
	B	Tan/multi-colored floor tile	96		ND	0	100
562796 - GA-CT04-01	A	Clear-yellow adhesive	2		ND	0	100
	B	Gray granular cementitious material	5		ND	0	100
	C	Brown ceramic tile	93		ND	0	100
562796 - GA-CT04-02	A	Tan leveling compound	8		ND	0	100
	B	Brown ceramic tile	92		ND	0	100
562796 - GA-VSF04-01	A	Brown sheet vinyl	100		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-VSF04-02	A	Yellow adhesive	2		ND	0	100
	B	Brown sheet vinyl	98		ND	0	100
562796 - GA-CT05-01	A	Gray leveling compound	2		ND	0	100
	B	Brown grout	5		ND	0	100
	C	Beige/multi-colored ceramic tile	93		ND	0	100
562796 - GA-CT05-02	A	Yellow adhesive	2		ND	0	100
	B	Red coating	3		ND	0	100
	C	Gray leveling compound	15		ND	0	100
	D	Gray granular cementitious material	35		ND	0	100
	E	Beige/multi-colored ceramic tile	45		ND	0	100
562796 - GA-VFT25-01	A	Orange adhesive	4		ND	0	100
	B	Gray granular cementitious material	5		ND	0	100
	C	Yellow-orange adhesive	6		ND	0	100
	D	Pink floor tile	85		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-VFT25-01A	A	Orange adhesive	4		ND	0	100
	B	Gray granular cementitious material	5		ND	0	100
	C	Yellow-orange adhesive	6		ND	0	100
	D	Pink floor tile	85		ND	0	100
562796 - GA-VFT25-02	A	Yellow-orange adhesive	5		ND	0	100
	B	Orange adhesive	5		ND	0	100
	C	Pink floor tile	90		ND	0	100
562796 - GA-VFT26-01	A	Black mastic	13		ND	0	100
	B	Red floor tile	87	Chrysotile	7	0	93
562796 - GA-VFT26-02	A	Tan adhesive	10		ND	0	100
	B	Black mastic	13		ND	0	100
	C	Brownish-red floor tile	77	Chrysotile	7	0	93

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-VFT27-01	A	Tan adhesive	9		ND	0	100
	B	Black mastic	9		ND	0	100
	C	Red floor tile	15	Chrysotile	7	0	93
	D	Off white floor tile	67	Chrysotile	4	0	96
562796 - GA-VFT27-02	A	Black mastic	9		ND	0	100
	B	Tan adhesive	9		ND	0	100
	C	Off white floor tile	82	Chrysotile	4	0	96
562796 - GA-VFT28-01	A	Tan adhesive	12		ND	0	100
	B	Off white floor tile	88		ND	0	100
562796 - GA-VFT28-02	A	Tan adhesive	16		ND	0	100
	B	Beige floor tile	84		ND	0	100
562796 - GA-VFT29-01	A	Black mastic	10		ND	0	100
	B	Yellow adhesive	14		ND	0	100
	C	Green/white tile	76	Chrysotile	7	0	93

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-VFT29-02	A	Yellow adhesive	8		ND	0	100
	B	Black mastic	10		ND	0	100
	C	Green/white tile	82	Chrysotile	7	0	93
562796 - GA-CM19-01	A	Yellow adhesive	15		ND	0	100
	B	Gray/multi-colored carpet	85		ND	0	100
562796 - GA-CM19-02	A	Yellow adhesive	30		ND	0	100
	B	White/gray carpet debris	70		ND	50	50
562796 - GA-CBM29-01	A	Yellow adhesive	25		ND	0	100
	B	Cream cove base	75		ND	0	100
562796 - GA-CBM29-02 (Labeled as GA-CBM09-02)	A	Yellow adhesive	15		ND	0	100
	B	Cream cove base	85		ND	0	100
562796 - GA-CBM29-03	A	Colorless/yellow adhesive	15		ND	0	100
	B	Yellow adhesive	20		ND	0	100
	C	Cream cove base	65		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-TEX14-08	A	White texture w/ cream paint	50		ND	0	100
	B	Tan/white drywall	50		ND	70	30
562796 - GA-TEX14-09	A	White texture w/ cream paint	45		ND	0	100
	B	Tan/white drywall	55		ND	55	45
562796 - GA-TEX17-01	A	White texture w/ off white/gray paint	30		ND	0	100
	B	Tan/pink drywall	70		ND	75	25
562796 - GA-TEX17-02	A	Tan/pink drywall	30		ND	80	20
	B	Green/multi-colored paint w/ white texture	70		ND	0	100
562796 - GA-TEX17-03	A	Tan/pink drywall	40		ND	85	15
	B	White texture w/ off white/multi-colored paint	60		ND	0	100
562796 - GA-TEX17-04	A	Green/multi-colored paint w/ white texture	50		ND	0	100
	B	Tan/pink drywall	50		ND	75	25
562796 - GA-TEX17-05	A	White texture w/ gray/multi-colored paint	45		ND	0	100
	B	Tan/gray drywall	55		ND	60	40

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				Mineral	Visual Estimate (%)		
562796 - GA-TEX17-06	A	Tan paper	35		ND	90	10
	B	White texture w/ off white/gray paint	65		ND	0	100
562796 - GA-TEX17-07	A	Off white/multi-colored paint w/ white texture	100		ND	0	100
562796 - GA-TEX18-01	A	White texture w/ off white/multi-colored paint	35		ND	0	100
	B	Tan/pink drywall	65		ND	45	55
562796 - GA-TEX18-02	A	Off white/multi-colored paint w/ white perlitic plaster	100		ND	0	100
562796 - GA-TEX18-03	A	Off white/multi-colored paint w/ white perlitic plaster	100		ND	0	100
562796 - GA-MST04-01	A	Yellow mastic	30		ND	0	100
	B	Black mastic	70		ND	0	100
562796 - GA-MST04-02	A	Black mastic	100		ND	0	100
562796 - GA-MST05-01	A	Yellow mastic	100		ND	0	100
562796 - GA-MST05-02	A	Yellow mastic	100		ND	0	100

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				Mineral	Visual Estimate (%)		
562796 - GA-WTM03-01	A	Yellow mastic	2		ND	0	100
	B	Brown granular resinous material	3		ND	0	100
	C	White granular resinous material	5		ND	0	100
	D	Brown ceramic tile	90		ND	0	100
562796 - GA-WTM03-02	A	White granular resinous material	TR		ND	0	100
	B	Brown granular resinous material	1		ND	0	100
	C	Yellow mastic	3		ND	0	100
	D	Brown ceramic tile	96		ND	0	100
562796 - GA-CLK20-01	A	White caulk w/ off white paint	100		ND	0	100
562796 - GA-CLK20-02	A	White caulk w/ off white paint	100		ND	0	100
562796 - GA-CLK21-01	A	White caulk w/ off white paint	100		ND	0	100
562796 - GA-CLK21-02	A	White caulk w/ off white paint	100		ND	0	100
562796 - GA-CLK22-01	A	Blue caulk	TR		ND	0	100
	B	Gray caulk	100		ND	0	100
562796 - GA-CLK22-02	A	Gray caulk	100		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-WG03-01	A	Gray caulk w/ yellow/brown paint	100		ND	0	100
562796 - GA-WG03-01A	A	Gray caulk w/ yellow paint	100		ND	0	100
562796 - GA-WG03-02	A	Brown caulk w/ brown/yellow paint	100		ND	0	100
562796 - GA-SU03-01	A	White sink undercoating	100		ND	7	93
562796 - GA-SU03-02	A	Gray sink undercoating	100		ND	0	100
562796 - GA-LIP09-01	A	Gray/white ceiling tile	100		ND	65	35
562796 - GA-LIP09-02	A	Gray/white ceiling tile	100		ND	60	40
562796 - GA-LIP10-01	A	Gray/white ceiling tile	100		ND	60	40
562796 - GA-LIP10-02	A	Gray/white ceiling tile	100		ND	60	40
562796 - GA-MST06-01	A	Yellow mastic	100		ND	0	100
562796 - GA-MST06-02	A	Yellow mastic	100		ND	0	100
562796 - GA-CDW15-01	A	White tape	3		ND	95	5
	B	White joint compound	7		ND	0	100
	C	Gray/tan drywall	90		ND	10	90
562796 - GA-CDW15-02	A	White compound w/ gray/multi-colored paint	8		ND	0	100
	B	Gray/tan drywall	92		ND	10	90

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-TEX19-01	A	White plaster w/ off white paint	100		ND	0	100
562796 - GA-TEX19-02	A	Beige granular plaster	7		ND	0	100
	B	White plaster w/ off white paint	93		ND	0	100
562796 - GA-TEX19-03	A	Beige granular plaster	20		ND	TR	100
	B	White plaster w/ off white paint	80		ND	0	100
562796 - GA-CLK23-01	A	White caulk	100		ND	0	100
562796 - GA-CLK23-02	A	White caulk	100		ND	0	100
562796 - GA-VSF05-01	A	Tan adhesive	TR		ND	0	100
	B	Green/multi-colored sheet vinyl w/ black fibrous backing material	100		ND	45	55
562796 - GA-VSF05-02	A	Green/multi-colored sheet vinyl w/ red/black fibrous backing material	100		ND	45	55
562796 - GA-FMST01-01	A	Brown adhesive	2		ND	0	100
	B	Brown adhesive	6		ND	0	100
	C	Off white compound	8		ND	0	100
	D	Black felt	84		ND	70	30

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 562796-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection (Second COC)**
 Date Samples Received: **May 22, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Priority**
 Date Samples Analyzed: **May 26, 2023**

NA = Not Analyzed
 NR = Not Received
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 TR = Trace; <1 % Visual Estimate
 Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-FMST01-01A	A	Brown adhesive	2		ND	0	100
	B	Off white compound	4		ND	0	100
	C	Brown adhesive	12		ND	0	100
	D	Black felt	82		ND	70	30
562796 - GA-FMST01-02	A	Brown adhesive	6		ND	0	100
	B	Black felt	94		ND	70	30
562796 - GA-MST07-01	A	Off white resinous material	16		ND	5	95
	B	Tan adhesive	84		ND	0	100
562796 - GA-MST07-02	A	Off white resinous material	7		ND	7	93
	B	Tan adhesive	93		ND	0	100
562796 - GA-DM03-01	A	Gray resinous material	100		ND	6	94
562796 - GA-DM03-02	A	Gray resinous material	100		ND	3	97
562796 - GA-SU04-01	A	Black sink undercoating	100	Chrysotile	5	0	95
562796 - GA-SU04-02	A	Black sink undercoating	100	Chrysotile	5	0	95
562796 - GA-CLK24-01	A	Gray resinous material	7		ND	0	100
	B	White caulk	93		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-CLK24-02	A	White resinous material w/ white paint	100		ND	0	100
562796 - GA-PLST02-01	A	White plaster	30		ND	0	100
	B	Beige granular plaster	70		ND	TR	100
562796 - GA-PLST02-02	A	Beige granular plaster	100		ND	TR	100
562796 - GA-PLST02-03 (Labeled as GA-PLST-03)	A	Beige granular plaster	100		ND	TR	100
562796 - GA-PLST02-04	A	Beige granular plaster	100		ND	TR	100
562796 - GA-PLST02-05	A	Tan/off white drywall	23		ND	60	40
	B	Beige granular plaster	77		ND	TR	100
562796 - GA-VFT25-03	A	Tan adhesive	2		ND	0	100
	B	Beige adhesive	5		ND	0	100
	C	Pink tile	93		ND	0	100
562796 - GA-CT06-01	A	Gray granular adhesive	16		ND	0	100
	B	Beige ceramic tile	84		ND	0	100
562796 - GA-CT06-02	A	Gray granular adhesive	16		ND	0	100
	B	Beige ceramic tile	84		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-TEX17-08	A	White compound w/ off white paint	23		ND	0	100
562796 - GA-TEX17-09	B	White plaster w/ off white/multi-colored paint	77		ND	0	100
	A	White paint w/ off white compound	28		ND	0	100
562796 - GA-TEX20-01	B	Off white/multi-colored paint w/ white plaster	72		ND	0	100
	A	Gray granular plaster	5		ND	0	100
562796 - GA-TEX20-02	B	White plaster w/ gray/multi-colored paint	95		ND	0	100
	A	White plaster w/ gray/multi-colored paint	100		ND	0	100
562796 - GA-TEX20-03	A	Gray granular plaster	2		ND	0	100
	B	Gray paint w/ a trace of white compound	5		ND	0	100
	C	White plaster w/ white/multi-colored paint	93		ND	0	100
562796 - GA-TEX20-04	A	White compound w/ gray paint	100		ND	0	100
562796 - GA-TEX20-05	A	Gray/multi-colored paint w/ white resinous material	100		ND	0	100
562796 - GA-PLST03-01	A	Off white compound	100	Chrysotile	2	0	98
562796 - GA-CM20-01	A	Tan adhesive	100		ND	0	100
562796 - GA-CM20-02	A	Black resinous material	20		ND	0	100
	B	Tan adhesive	80		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-VSF06-01	A	Tan adhesive	TR		ND	0	100
	B	Beige adhesive	5		ND	0	100
	C	Gray leveling compound	20		ND	0	100
	D	Tan/white sheet vinyl w/ gray fibrous backing material	75		ND	20	80
562796 - GA-VSF06-02	A	Beige adhesive	2		ND	0	100
	B	Tan/white sheet vinyl w/ gray fibrous backing material	98		ND	20	80
562796 - GA-CBM30-01	A	Yellow adhesive	20		ND	0	100
	B	Brown cove base	80		ND	0	100
562796 - GA-CBM30-02	A	Yellow adhesive	20		ND	0	100
	B	Brown cove base	80		ND	0	100
562796 - GA-TEX21-01	A	Gray/tan drywall	30		ND	40	60
	B	White compound w/ gray paint	70		ND	0	100
562796 - GA-TEX21-02	A	Tan drywall paper	20		ND	90	10
	B	White compound w/ gray/pink paint	35		ND	0	100
	C	White compound w/ green/gray paint	45		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-TEX21-03	A	Tan/gray drywall	40		ND	60	40
	B	White compound w/ green/gray paint	60		ND	0	100
562796 - GA-TEX21-04	A	White compound w/ gray/white paint	25		ND	0	100
	B	White compound w/ gray paint	25		ND	0	100
562796 - GA-TEX21-05	C	Pink/tan drywall	50		ND	20	80
	A	White compound w/ gray/white paint	25		ND	0	100
	B	White compound w/ gray paint	25		ND	0	100
562796 - GA-CDW16-01	C	Gray/tan drywall	50		ND	30	70
	A	White compound	15		ND	0	100
	B	Gray/tan drywall	85		ND	10	90
562796 - GA-CDW16-02	A	White compound w/ pink paint	25		ND	0	100
	B	Gray/tan drywall	75		ND	10	90
562796 - GA-SU05-01	A	Gray sink undercoating	100		ND	0	100
562796 - GA-SU05-01A	A	Gray sink undercoating	100		ND	0	100
562796 - GA-SU05-02	A	Off white sink undercoating	100		ND	10	90

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
562796 - GA-LIP11-01	A	White/gray ceiling tile	100		ND	65	35
562796 - GA-LIP11-02	A	White/gray ceiling tile	100		ND	65	35
562796 - GA-VFT30-01	A	Black mastic	2		ND	0	100
	B	Tan adhesive	10		ND	0	100
	C	Gray tile	88	Chrysotile	10	0	90
562796 - GA-VFT30-02	A	Black mastic	2		ND	0	100
	B	Tan adhesive	15		ND	0	100
	C	Gray tile	83	Chrysotile	10	0	90
562796 - GA-CLK25-01	A	White caulk w/ gray paint	100		ND	0	100
562796 - GA-CLK25-02	A	White caulk w/ beige paint	100		ND	0	100
562796 - GA-TEX03-04 (Not on Original COC)	A	Tan/pink drywall w/ off white paint	50		ND	70	30
	B	White compound w/ gray/white paint	50		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

John C. Montyre
John C. Montyre
Analyst

Liu Wenlong
Liu Wenlong
Analyst

Paul D. LoScalzo
Paul D. LoScalzo
Analyst

Matthew Sadler
Matthew Sadler
Analyst

Tyler Hutchinson
Tyler Hutchinson
Analyst

Elizabeth Schaeffer
Elizabeth Schaeffer
Analyst

Christina Tiggemann
Christina Tiggemann
Analyst

Ashlye Call
Ashlye Call
Analyst

Landon Spells
Landon Spells
Analyst



Built Environment Testing Reservoirs

RES Job #: 562796

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: Foothills Environmental, Inc. Address: 11099 W. 8th Avenue Lakewood, CO 80215	Company: Foothills Environmental, Inc. Address: 11099 W. 8th Avenue Lakewood, CO 80215	Contact: Evan Eppard Phone: (720) 587-9870 Fax: Cell:	-1 PLM Priority
Project Number and/or P.O. #: AS23045		Final Data Deliverable Email Address: evan@foothillsusa.com (+ 1 ADDNL. CONTACTS)	
Project Description/Location: Golf Acres - ACM Inspection (Second COC)			

ASBESTOS LABORATORY HOURS: Weekdays: 7am - 7pm & Sat. 8am - 5pm				REQUESTED ANALYSIS				VALID MATRIX CODES				LAB NOTES						
PLM / PCM / TEM	DTL	RUSH	PRIORITY	STANDARD	<small> PLM - PLM Short Report (EPA600/R-93/116) TEM - AHERA (r- or Quantified), Microase (r- or Quantified), Wipe (r- or Quantified), NIOSH 7402, Yamate Level II, ISO 10312, ISO 13794, Chilled, Drinking Water, Waste Water, Bulk +/-, CARB Modified Ahera PCM - 7402A, 7402B, CSFA DUST - Total, Respirable METALS - Arsenic Lead Only (7882, 7420, Waste Water, Foodware), Multi Metals (7303, 6020A, 200.8, Waste Water, Foodware, OSHA ID-1255), pH (Liquid or Non-Liquid), T,CLP, RCRA, Scan, Welding Fume, Scan, F, all Metals Scan ORGANICS - Methylmercury, TSS VARIABLES - Campylobacter, Bacillus, Salmonella (Culturable or -12), Listeria, E. coli, Coliform, Enterococcus, Staphylococcus aureus, Pseudomonas, Enterobacteriaceae, Coliform, Coliform (Stable Water, Drinking Water, Non-Drinking Water, -), Quantification, Lactic Acid, Viable Microbial Count (w/ID or w/D), Enterococcus (r- or Quantification), Legionella (r- N P C) MEDICAL - Bioterrorism, LAL MOLD - Spore Trap, Bulk Mold, Petriplate Identification </small>	Air = A	Bulk = B	Dust = D	Food = F	Rain = P	Soil = S	Surface = SU	Swab = SW	Tape = T	Wipe = W	Drinking Water = DW	Waste Water = WW	Laboratory Analysis Instructions
CHEMISTRY LABORATORY HOURS: Weekdays: 8am - 5pm				MICROBIOLOGY LABORATORY HOURS: Weekdays: 8am - 5pm				**ASTM E1792 approved wipe media only**										
Dust	RUSH	PRIORITY	STANDARD	*PRIOR NOTICE REQUIRED FOR SAME DAY TAT				Sample Volume (L) / Area	Length (or Aliquot) x Width (or Area per Aliquot)	Matrix Code	# of Containers	Disk Collected mm	Time Collected hh:mm					
Metals	RUSH	PRIORITY	STANDARD	**TAT DEPENDENT ON SPEED OF MICROBIAL GROWTH														
Organics*	SAME DAY	RUSH	PRIORITY	STANDARD														
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.																		
Microbiology Laboratory Hours: Weekdays: 8am - 5pm																		
Viable Analysis**	PRIORITY	STANDARD																
Medical Device Analysis	RUSH	STANDARD																
Mold Analysis	RUSH	PRIORITY	STANDARD															
Special Instructions:																		
Client Sample ID Number	(Sample ID's must be unique)					ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO									
1 GA-VFT17-01	X										B							
2 GA-VFT17-02	X									B								
3 GA-VFT18-01	X									B								
4 GA-VFT18-02	X									B								
5 GA-CBM20-01	X									B								
6 GA-CBM20-02	X									B								
7 GA-CBM21-01	X									B								
8 GA-CBM21-02	X									B								
9 GA-WP04-01	X									B								
10 GA-WP04-02	X									B								
11 GA-WP05-01	X									B								
12 GA-WP05-02	X									B								
13 GA-WP06-01	X									B								

EREI establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.
EREI will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Evan Eppard	Date/Time: 05/22/2023 9:38:47	Sample Condition: Acceptable
Received By:	Jessica Shapiro	Date/Time: 05/22/2023 9:59:17	Carrier: Hand



**Built Environment Testing
Reservoirs**

Res Job#: 562796

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS				VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	Air = A	Bulk = B	Dust = D	Food = F	Paint = P	
14 GA-WP06-02	X									
15 GA-CMUBF01-01	X									
16 GA-CMUBF01-02	X									
17 GA-CMUBF01-03	X									
18 GA-TEX12-01	X									
19 GA-TEX12-01A	X									
20 GA-TEX12-02	X									
21 GA-TEX12-03	X									
22 GA-CDW11-01	X									
23 GA-CDW11-02	X									
24 GA-LIP04-01	X									
25 GA-LIP04-02	X									
26 GA-CM15-01	X									
27 GA-CM15-02	X									
28 GA-VFT19-01	X									
29 GA-VFT19-02	X									
30 GA-CBM22-01	X									
31 GA-CBM22-02	X									
32 GA-TEX13-01	X									
33 GA-TEX13-02	X									
34 GA-TEX13-03	X									
35 GA-TEX13-04	X									
36 GA-TEX13-05	X									
37 GA-WG01-01	X									
38 GA-WG01-02	X									
39 GA-WG01-02A	X									
40 GA-CDW12-01	X									
41 GA-CDW12-02	X									
42 GA-VFT20-01	X									
43 GA-VFT20-02	X									



**Built Environment Testing
Reservoirs**

Res Job#: 562796

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	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	Air = A	Bulk = B	Dust = D	Food = F	Paint = P	
44 GA-VFT21-01	X									
45 GA-VFT21-02	X									
46 GA-VFT22-01	X									
47 GA-VFT22-02	X									
48 GA-VFT23-01	X									
49 GA-VFT23-02	X									
50 GA-CM16-01	X									
51 GA-CM16-02	X									
52 GA-CM17-01	X									
53 GA-CM17-02	X									
54 GA-LVL03-01	X									
55 GA-LVL03-02	X									
56 GA-CBM23-01	X									
57 GA-CBM23-02	X									
58 GA-CBM24-01	X									
59 GA-CBM24-01A	X									
60 GA-CBM24-02	X									
61 GA-CBM25-01	X									
62 GA-CBM25-02	X									
63 GA-CBM26-01	X									
64 GA-CBM26-02	X									
65 GA-VSF03-01	X									
66 GA-VSF03-02	X									
67 GA-TEX14-01	X									
68 GA-TEX14-02	X									
69 GA-TEX14-03	X									
70 GA-TEX14-04	X									
71 GA-TEX14-05	X									
72 GA-TEX14-06	X									
73 GA-TEX14-07	X									



**Built Environment Testing
Reservoirs**

Res Job#: **562796**

Submitted By: **Foothills Environmental, Inc.**

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	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	PLM - PLM Short Report (EPA600/R-33716) TEM - AHERA (+/- or Quantified), Microvac (+/- or Quantified), Wipe (+/- or Quantified), NIOSH 7402, Yamate Level II, ISO 10312, ISO 15944, Chatfield, Drinking Water, Waste Water, Bulk, or Other Modified Areas PCM - 7400A, 7400B, OSHA DUST - Total, Respirable METALS - Analytes) Lead Only (7092, 7420, Waste Water, Foodware), Multi Metals (7303, 6020A, 2003, Waste Water, Foodware, OSHA ID- 1250), pH (Liquid or Non-Liquid), Asbestos (7400, 7401, 7402, 7403, 7404, 7405, 7406, 7407, 7408, 7409, 7410, 7411, 7412, 7413, 7414, 7415, 7416, 7417, 7418, 7419, 7420, 7421, 7422, 7423, 7424, 7425, 7426, 7427, 7428, 7429, 7430, 7431, 7432, 7433, 7434, 7435, 7436, 7437, 7438, 7439, 7440, 7441, 7442, 7443, 7444, 7445, 7446, 7447, 7448, 7449, 7450, 7451, 7452, 7453, 7454, 7455, 7456, 7457, 7458, 7459, 7460, 7461, 7462, 7463, 7464, 7465, 7466, 7467, 7468, 7469, 7470, 7471, 7472, 7473, 7474, 7475, 7476, 7477, 7478, 7479, 7480, 7481, 7482, 7483, 7484, 7485, 7486, 7487, 7488, 7489, 7490, 7491, 7492, 7493, 7494, 7495, 7496, 7497, 7498, 7499, 7500, 7501, 7502, 7503, 7504, 7505, 7506, 7507, 7508, 7509, 7510, 7511, 7512, 7513, 7514, 7515, 7516, 7517, 7518, 7519, 7520, 7521, 7522, 7523, 7524, 7525, 7526, 7527, 7528, 7529, 7530, 7531, 7532, 7533, 7534, 7535, 7536, 7537, 7538, 7539, 7540, 7541, 7542, 7543, 7544, 7545, 7546, 7547, 7548, 7549, 7550, 7551, 7552, 7553, 7554, 7555, 7556, 7557, 7558, 7559, 7560, 7561, 7562, 7563, 7564, 7565, 7566, 7567, 7568, 7569, 7570, 7571, 7572, 7573, 7574, 7575, 7576, 7577, 7578, 7579, 7580, 7581, 7582, 7583, 7584, 7585, 7586, 7587, 7588, 7589, 7590, 7591, 7592, 7593, 7594, 7595, 7596, 7597, 7598, 7599, 7600, 7601, 7602, 7603, 7604, 7605, 7606, 7607, 7608, 7609, 7610, 7611, 7612, 7613, 7614, 7615, 7616, 7617, 7618, 7619, 7620, 7621, 7622, 7623, 7624, 7625, 7626, 7627, 7628, 7629, 7630, 7631, 7632, 7633, 7634, 7635, 7636, 7637, 7638, 7639, 7640, 7641, 7642, 7643, 7644, 7645, 7646, 7647, 7648, 7649, 7650, 7651, 7652, 7653, 7654, 7655, 7656, 7657, 7658, 7659, 7660, 7661, 7662, 7663, 7664, 7665, 7666, 7667, 7668, 7669, 7670, 7671, 7672, 7673, 7674, 7675, 7676, 7677, 7678, 7679, 7680, 7681, 7682, 7683, 7684, 7685, 7686, 7687, 7688, 7689, 7690, 7691, 7692, 7693, 7694, 7695, 7696, 7697, 7698, 7699, 7700, 7701, 7702, 7703, 7704, 7705, 7706, 7707, 7708, 7709, 7710, 7711, 7712, 7713, 7714, 7715, 7716, 7717, 7718, 7719, 7720, 7721, 7722, 7723, 7724, 7725, 7726, 7727, 7728, 7729, 7730, 7731, 7732, 7733, 7734, 7735, 7736, 7737, 7738, 7739, 7740, 7741, 7742, 7743, 7744, 7745, 7746, 7747, 7748, 7749, 7750, 7751, 7752, 7753, 7754, 7755, 7756, 7757, 7758, 7759, 7760, 7761, 7762, 7763, 7764, 7765, 7766, 7767, 7768, 7769, 7770, 7771, 7772, 7773, 7774, 7775, 7776, 7777, 7778, 7779, 7780, 7781, 7782, 7783, 7784, 7785, 7786, 7787, 7788, 7789, 7790, 7791, 7792, 7793, 7794, 7795, 7796, 7797, 7798, 7799, 7800, 7801, 7802, 7803, 7804, 7805, 7806, 7807, 7808, 7809, 7810, 7811, 7812, 7813, 7814, 7815, 7816, 7817, 7818, 7819, 7820, 7821, 7822, 7823, 7824, 7825, 7826, 7827, 7828, 7829, 7830, 7831, 7832, 7833, 7834, 7835, 7836, 7837, 7838, 7839, 7840, 7841, 7842, 7843, 7844, 7845, 7846, 7847, 7848, 7849, 7850, 7851, 7852, 7853, 7854, 7855, 7856, 7857, 7858, 7859, 7860, 7861, 7862, 7863, 7864, 7865, 7866, 7867, 7868, 7869, 7870, 7871, 7872, 7873, 7874, 7875, 7876, 7877, 7878, 7879, 7880, 7881, 7882, 7883, 7884, 7885, 7886, 7887, 7888, 7889, 7890, 7891, 7892, 7893, 7894, 7895, 7896, 7897, 7898, 7899, 7900, 7901, 7902, 7903, 7904, 7905, 7906, 7907, 7908, 7909, 7910, 7911, 7912, 7913, 7914, 7915, 7916, 7917, 7918, 7919, 7920, 7921, 7922, 7923, 7924, 7925, 7926, 7927, 7928, 7929, 7930, 7931, 7932, 7933, 7934, 7935, 7936, 7937, 7938, 7939, 7940, 7941, 7942, 7943, 7944, 7945, 7946, 7947, 7948, 7949, 7950, 7951, 7952, 7953, 7954, 7955, 7956, 7957, 7958, 7959, 7960, 7961, 7962, 7963, 7964, 7965, 7966, 7967, 7968, 7969, 7970, 7971, 7972, 7973, 7974, 7975, 7976, 7977, 7978, 7979, 7980, 7981, 7982, 7983, 7984, 7985, 7986, 7987, 7988, 7989, 7990, 7991, 7992, 7993, 7994, 7995, 7996, 7997, 7998, 7999, 8000, 8001, 8002, 8003, 8004, 8005, 8006, 8007, 8008, 8009, 8010, 8011, 8012, 8013, 8014, 8015, 8016, 8017, 8018, 8019, 8020, 8021, 8022, 8023, 8024, 8025, 8026, 8027, 8028, 8029, 8030, 8031, 8032, 8033, 8034, 8035, 8036, 8037, 8038, 8039, 8040, 8041, 8042, 8043, 8044, 8045, 8046, 8047, 8048, 8049, 8050, 8051, 8052, 8053, 8054, 8055, 8056, 8057, 8058, 8059, 8060, 8061, 8062, 8063, 8064, 8065, 8066, 8067, 8068, 8069, 8070, 8071, 8072, 8073, 8074, 8075, 8076, 8077, 8078, 8079, 8080, 8081, 8082, 8083, 8084, 8085, 8086, 8087, 8088, 8089, 8090, 8091, 8092, 8093, 8094, 8095, 8096, 8097, 8098, 8099, 8100, 8101, 8102, 8103, 8104, 8105, 8106, 8107, 8108, 8109, 8110, 8111, 8112, 8113, 8114, 8115, 8116, 8117, 8118, 8119, 8120, 8121, 8122, 8123, 8124, 8125, 8126, 8127, 8128, 8129, 8130, 8131, 8132, 8133, 8134, 8135, 8136, 8137, 8138, 8139, 8140, 8141, 8142, 8143, 8144, 8145, 8146, 8147, 8148, 8149, 8150, 8151, 8152, 8153, 8154, 8155, 8156, 8157, 8158, 8159, 8160, 8161, 8162, 8163, 8164, 8165, 8166, 8167, 8168, 8169, 8170, 8171, 8172, 8173, 8174, 8175, 8176, 8177, 8178, 8179, 8180, 8181, 8182, 8183, 8184, 8185, 8186, 8187, 8188, 8189, 8190, 8191, 8192, 8193, 8194, 8195, 8196, 8197, 8198, 8199, 8200, 8201, 8202, 8203, 8204, 8205, 8206, 8207, 8208, 8209, 8210, 8211, 8212, 8213, 8214, 8215, 8216, 8217, 8218, 8219, 8220, 8221, 8222, 8223, 8224, 8225, 8226, 8227, 8228, 8229, 8230, 8231, 8232, 8233, 8234, 8235, 8236, 8237, 8238, 8239, 8240, 8241, 8242, 8243, 8244, 8245, 8246, 8247, 8248, 8249, 8250, 8251, 8252, 8253, 8254, 8255, 8256, 8257, 8258, 8259, 8260, 8261, 8262, 8263, 8264, 8265, 8266, 8267, 8268, 8269, 8270, 8271, 8272, 8273, 8274, 8275, 8276, 8277, 8278, 8279, 8280, 8281, 8282, 8283, 8284, 8285, 8286, 8287, 8288, 8289, 8290, 8291, 8292, 8293, 8294, 8295, 8296, 8297, 8298, 8299, 8300, 8301, 8302, 8303, 8304, 8305, 8306, 8307, 8308, 8309, 8310, 8311, 8312, 8313, 8314, 8315, 8316, 8317, 8318, 8319, 8320, 8321, 8322, 8323, 8324, 8325, 8326, 8327, 8328, 8329, 8330, 8331, 8332, 8333, 8334, 8335, 8336, 8337, 8338, 8339, 8340, 8341, 8342, 8343, 8344, 8345, 8346, 8347, 8348, 8349, 8350, 8351, 8352, 8353, 8354, 8355, 8356, 8357, 8358, 8359, 8360, 8361, 8362, 8363, 8364, 8365, 8366, 8367, 8368, 8369, 8370, 8371, 8372, 8373, 8374, 8375, 8376, 8377, 8378, 8379, 8380, 8381, 8382, 8383, 8384, 8385, 8386, 8387, 8388, 8389, 8390, 8391, 8392, 8393, 8394, 8395, 8396, 8397, 8398, 8399, 8400, 8401, 8402, 8403, 8404, 8405, 8406, 8407, 8408, 8409, 8410, 8411, 8412, 8413, 8414, 8415, 8416, 8417, 8418, 8419, 8420, 8421, 8422, 8423, 8424, 8425, 8426, 8427, 8428, 8429, 8430, 8431, 8432, 8433, 8434, 8435, 8436, 8437, 8438, 8439, 8440, 8441, 8442, 8443, 8444, 8445, 8446, 8447, 8448, 8449, 8450, 8451, 8452, 8453, 8454, 8455, 8456, 8457, 8458, 8459, 8460, 8461, 8462, 8463, 8464, 8465, 8466, 8467, 8468, 8469, 8470, 8471, 8472, 8473, 8474, 8475, 8476, 8477, 8478, 8479, 8480, 8481, 8482, 8483, 8484, 8485, 8486, 8487, 8488, 8489, 8490, 8491, 8492, 8493, 8494, 8495, 8496, 8497, 8498, 8499, 8500, 8501, 8502, 8503, 8504, 8505, 8506, 8507, 8508, 8509, 8510, 8511, 8512, 8513, 8514, 8515, 8516, 8517, 8518, 8519, 8520, 8521, 8522, 8523, 8524, 8525, 8526, 8527, 8528, 8529, 8530, 8531, 8532, 8533, 8534, 8535, 8536, 8537, 8538, 8539, 8540, 8541, 8542, 8543, 8544, 8545, 8546, 8547, 8548, 8549, 8550, 8551, 8552, 8553, 8554, 8555, 8556, 8557, 8558, 8559, 8560, 8561, 8562, 8563, 8564, 8565, 8566, 8567, 8568, 8569, 8570, 8571, 8572, 8573, 8574, 8575, 8576, 8577, 8578, 8579, 8580, 8581, 8582, 8583, 8584, 8585, 8586, 8587, 8588, 8589, 8590, 8591, 8592, 8593, 8594, 8595, 8596, 8597, 8598, 8599, 8600, 8601, 8602, 8603, 8604, 8605, 8606, 8607, 8608, 8609, 8610, 8611, 8612, 8613, 8614, 8615, 8616, 8617, 8618, 8619, 8620, 8621, 8622, 8623, 8624, 8625, 8626, 8627, 8628, 8629, 8630, 8631, 8632, 8633, 8634, 8635, 8636, 8637, 8638, 8639, 8640, 8641, 8642, 8643, 8644, 8645, 8646, 8647, 8648, 8649, 8650, 8651, 8652, 8653, 8654, 8655, 8656, 8657, 8658, 8659, 8660, 8661, 8662, 8663, 8664, 8665, 8666, 8667, 8668, 8669, 8670, 8671, 8672, 8673, 8674, 8675, 8676, 8677, 8678, 8679, 8680, 8681, 8682, 8683, 8684, 8685, 8686, 8687, 8688, 8689, 8690, 8691, 8692, 8693, 8694, 8695, 8696, 8697, 8698, 8699, 8700, 8701, 8702, 8703, 8704, 8705, 8706, 8707, 8708, 8709, 8710, 8711, 8712, 8713, 8714, 8715, 8716, 8717, 8718, 8719, 8720, 8721, 8722, 8723, 8724, 8725, 8726, 8727, 8728, 8729, 8730, 8731, 8732, 8733, 8734, 8735, 8736, 8737, 8738, 8739, 8740, 8741, 8742, 8743, 8744, 8745, 8746, 8747, 8748, 8749, 8750, 8751, 8752, 8753, 8754, 8755, 8756, 8757, 8758, 8759, 8760, 8761, 8762, 8763, 8764, 8765, 8766, 8767, 8768, 8769, 8770, 8771, 8772, 8773, 8774, 8775, 8776, 8777, 8778, 8779, 8780, 8781, 8782, 8783, 8784, 8785, 8786, 8787, 8788, 8789, 8790, 8791, 8792, 8793, 8794, 8795, 8796, 8797, 8798, 8799, 8800, 8801, 8802, 8803, 8804, 8805, 8806, 8807, 8808, 8809, 8810, 8811, 8812, 8813, 8814, 8815, 8816, 8817, 8818, 8819, 8820, 8821, 8822, 8823, 8824, 8825, 8826, 8827, 8828, 8829, 8830, 8831, 8832, 8833, 8834, 8835, 8836, 8837, 8838, 8839, 8840, 8841, 8842, 8843, 8844, 8845, 8846, 8847, 8848, 8849, 8850, 8851, 8852, 8853, 8854, 8855, 8856, 8857, 8858, 8859, 8860, 8861, 8862, 8863, 8864, 8865, 8866, 8867, 8868, 8869, 8870, 8871, 8872, 8873, 8874, 8875, 8876, 8877, 8878, 8879, 8880, 8881, 8882, 8883, 8884, 8885, 8886, 8887, 8888, 8889, 8890, 8891, 8892, 8893, 8894, 8895, 8896, 8897, 8898, 8899, 8900, 8901, 8902, 8903, 8904, 8905, 8906, 8907, 8908, 8909, 8910, 8911, 8912, 8913, 8914, 8915, 8916, 8917, 8918, 8919, 8920, 8921, 8922, 8923, 8924, 8925, 8926, 8927, 8928, 8929, 8930, 8931, 8932, 8933, 8934, 8935, 8936, 8937, 8938, 8939, 8940, 8941, 8942, 8943, 8944, 8945, 8946, 8947, 8948, 8949, 8950, 8951, 8952, 8953, 8954, 8955, 8956, 8957, 8958, 8959, 8960, 8961, 8962, 8963, 8964, 8965, 8966, 8967, 8968, 8969, 8970, 8971, 8972, 8973, 8974, 8975, 8976, 8977, 8978, 8979, 8980, 8981, 8982, 8983, 8984, 8985, 8986, 8987, 8988, 8989, 8990, 8991, 8992, 8993, 8994, 8995, 8996, 8997, 8998, 8999, 9000, 9001, 9002, 9003, 9004, 9005, 9006, 9007, 9008, 9009, 9010, 9011, 9012, 9013, 9014, 9015, 9016, 9017, 9018, 9019, 9020, 9021, 9022, 9023, 9024, 9025, 9026, 9027, 9028, 9029, 9030, 9031, 9032, 9033, 9034, 9035, 9036, 9037, 9038, 9039, 9040, 9041, 9042, 9043, 9044, 9045, 9046, 9047, 9048, 9049, 9050, 9051, 9052, 9053, 9054, 9055, 9056, 9057, 9058, 9059, 9060, 9061, 9062, 9063, 9064, 9065, 9066, 9067, 9068, 9069, 9070, 9071, 9072, 9073, 9074, 9075, 9076, 9077, 9078, 9079, 9080, 9081, 9082, 9083, 9084, 9085, 9086, 9087, 9088, 9089, 9090, 9091, 9092, 9093, 9094, 9095, 9096, 9097, 9098, 9099, 9100, 9101, 9102, 9103, 9104, 9105, 9106, 9107, 9108, 9109, 9110, 9111, 9112, 9113, 9114, 9115, 9116, 9117, 9118, 9119, 9120, 9121, 9122, 9123, 9124, 9125, 9126, 9127, 9128, 9129, 9130, 9131, 9132, 9133, 9134, 9135, 9136, 9137, 9138, 9139, 9140, 9141, 9142, 9143, 9144, 9145, 9146, 9147, 9148, 9149, 9150, 9151, 9152, 9153, 9154, 9155, 9156, 9157, 9158, 9159, 9160, 9161, 9162, 9163, 9164, 9165, 9166, 9167, 9168, 9169, 9170, 9171, 9172, 9173, 9174, 9175, 9176, 9177, 9178, 9179, 9180, 9181, 9182, 9183, 9184, 9185, 9186, 9187, 9188, 9189, 9190, 9191, 9192, 9193, 9194, 9195, 9196, 9197, 9198, 9199, 9200, 9201, 9202, 9203, 9204, 9205, 9206, 9207, 9208, 9209, 9210, 9211, 9212, 9213, 9214, 9215, 9216, 9217, 9218, 9219, 9220, 9221, 9222, 9223, 9224, 9225, 9226, 9227, 9228, 9229, 9230, 9231, 9232, 9233, 9234, 9235, 9236, 9237, 9238, 9239, 9240, 9241, 9242, 9243, 9244, 9245, 9246, 9247, 9248, 9249, 9250, 9251, 9252, 9253, 9254, 9255, 9256, 9257, 9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9267, 9268, 9269, 9270, 9271, 9272, 9273, 9274, 9275, 9276, 9277, 9278, 9279, 9280, 9281, 9282, 9283, 9284, 9285, 9286, 9287, 9288, 9289, 9290, 9291, 9292, 9293, 9294, 9295, 9296, 9297, 9298, 9299, 9300, 9301, 9302, 9303, 9304, 9305, 9306, 9307, 9308, 9309, 9310, 9311, 9312, 9313, 9314, 9315, 9316, 9317, 9318, 9319, 9320, 9321, 9322, 9323, 9324, 9325, 9326, 9327, 9328, 9329, 9330, 9331, 9332, 9333, 9334, 9335, 9336, 9337, 9338, 9339, 9340, 9341, 9342, 9343, 9344, 9345, 9346, 9347, 9348, 9349, 9350, 9351, 9352, 935						



**Built Environment Testing
Reservoirs**

Res Job#: 562796

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Main Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	
104 GA-CBM27-02	X						B				
105 GA-CBM28-01	X						B				
106 GA-CBM28-02	X						B				
107 GA-EPOX05-01	X						B				
108 GA-EPOX05-02	X						B				
109 GA-FRMP03-01	X						B				
110 GA-FRMP03-02	X						B				
111 GA-TEX16-01	X						B				
112 GA-TEX16-02	X						B				
113 GA-TEX16-03	X						B				
114 GA-TEX16-04	X						B				
115 GA-TEX16-05	X						B				
116 GA-BF01-01	X						B				
117 GA-BF01-02	X						B				
118 GA-BF01-03	X						B				
119 GA-BF01-03A	X						B				
120 GA-CLK19-01	X						B				
121 GA-CLK19-02	X						B				
122 GA-LIP07-01	X						B				
123 GA-LIP07-02	X						B				
124 GA-LIP08-01	X						B				
125 GA-LIP08-02	X						B				
126 GA-CDW14-01	X						B				
127 GA-CDW14-02	X						B				
128 GA-VFT24-01	X						B				
129 GA-VFT24-02	X						B				
130 GA-VFT24-03	X						B				
131 GA-VFT24-04	X						B				
132 GA-CT04-01	X						B				
133 GA-CT04-02	X						B				



**Built Environment Testing
Reservoirs**

Res Job#: 562796

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES	
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	PLM - PLM Short Report (EPA600R-33716) TEM - AHERA (+/- or Quantified), Microvac (+/- or Quantified), Wipe (+/- or Quantified), NIOSH 7402, Yamate Level II, ISO 10312, ISO 15944, Chatfield, Drinking Water, Waste Water, Bulk, ... PCMI - 7400A, 7400B, OSHA DIBF - Total Respirable METALS - Analytes Lead Only (7092, 7420, Waste Water, Foodware), Multi Metals (7303, 6020A, 2003, Waste Water, Foodware, OSHA ID- 1250), pH (Liquid or Non-Liquid), ... ORGANICS - Methamphetamine, TSS VIABLES - Campylobacter, Bacillus, Salmonella (Culturable or 1-2), Listeria, E.coli O157:H7, E.coli Coliforms - Pleated, S.aureus, Yeast & Mol, Aerobic Plate Count, Coliforms E.coli - (State Water, Drinking Water, Non-Drinking Water, +/-, Quantification), Lactic Acid, Viable Microbial Count (we/D or w/D), ... MEDICAL - Biberiden, LAL MOLD - Spore Trap, Bulk Mold, Particulate Identification	Air = A Dust = D Paint = P Surface = SU Tape = T Drinking Water = DW Waste Water = WW	Bulk = B Food = F Soil = S Swab = SW Wipe = W					
					Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Matrix Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	**ASTM E1192 approved wipe media only**		Laboratory Analysis Instructions
134 GA-VSF04-01	X					B						
135 GA-VSF04-02	X					B						
136 GA-CT05-01	X					B						
137 GA-CT05-02	X					B						
138 GA-VFT25-01	X					B						
139 GA-VFT25-01A	X					B						
140 GA-VFT25-02	X					B						
141 GA-VFT26-01	X					B						
142 GA-VFT26-02	X					B						
143 GA-VFT27-01	X					B						
144 GA-VFT27-02	X					B						
145 GA-VFT28-01	X					B						
146 GA-VFT28-02	X					B						
147 GA-VFT29-01	X					B						
148 GA-VFT29-02	X					B						
149 GA-CM19-01	X					B						
150 GA-CM19-02	X					B						
151 GA-CBM29-01	X					B						
152 GA-CBM29-02	X					B						
153 GA-CBM29-03	X					B						
154 GA-TEX14-08	X					B						
155 GA-TEX14-09	X					B						
156 GA-TEX17-01	X					B						
157 GA-TEX17-02	X					B						
158 GA-TEX17-03	X					B						
159 GA-TEX17-04	X					B						
160 GA-TEX17-05	X					B						
161 GA-TEX17-06	X					B						
162 GA-TEX17-07	X					B						
163 GA-TEX18-01	X					B						



**Built Environment Testing
Reservoirs**

Res Job#: 562796

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Matrix Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	
164 GA-TEX18-02	X						B				
165 GA-TEX18-03	X						B				
166 GA-MST04-01	X						B				
167 GA-MST04-02	X						B				
168 GA-MST05-01	X						B				
169 GA-MST05-02	X						B				
170 GA-WTM03-01	X						B				
171 GA-WTM03-02	X						B				
172 GA-CLK20-01	X						B				
173 GA-CLK20-02	X						B				
174 GA-CLK21-01	X						B				
175 GA-CLK21-02	X						B				
176 GA-CLK22-01	X						B				
177 GA-CLK22-02	X						B				
178 GA-WG03-01	X						B				
179 GA-WG03-01A	X						B				
180 GA-WG03-02	X						B				
181 GA-SU03-01	X						B				
182 GA-SU03-02	X						B				
183 GA-LIP09-01	X						B				
184 GA-LIP09-02	X						B				
185 GA-LIP10-01	X						B				
186 GA-LIP10-02	X						B				
187 GA-MST06-01	X						B				
188 GA-MST06-02	X						B				
189 GA-CDW15-01	X						B				
190 GA-CDW15-02	X						B				
191 GA-TEX19-01	X						B				
192 GA-TEX19-02	X						B				
193 GA-TEX19-03	X						B				



**Built Environment Testing
Reservoirs**

Res Job#: 562796

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS				VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	Air = A	Bulk = B	Dust = D	Food = F	Paint = P	
194 GA-CLK23-01	X									
195 GA-CLK23-02	X									
196 GA-VSF05-01	X									
197 GA-VSF05-02	X									
198 GA-FMST01-01	X									
199 GA-FMST01-01A	X									
200 GA-FMST01-02	X									
201 GA-MST07-01	X									
202 GA-MST07-02	X									
203 GA-DM03-01	X									
204 GA-DM03-02	X									
205 GA-SU04-01	X									
206 GA-SU04-02	X									
207 GA-CLK24-01	X									
208 GA-CLK24-02	X									
209 GA-PLST02-01	X									
210 GA-PLST02-02	X									
211 GA-PLST02-03	X									
212 GA-PLST02-04	X									
213 GA-PLST02-05	X									
214 GA-VFT25-03	X									
215 GA-CT06-01	X									
216 GA-CT06-02	X									
217 GA-TEX17-08	X									
218 GA-TEX17-09	X									
219 GA-TEX20-01	X									
220 GA-TEX20-02	X									
221 GA-TEX20-03	X									
222 GA-TEX20-04	X									
223 GA-TEX20-05	X									



**Built Environment Testing
Reservoirs**

Res Job#: 562796

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Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS				VALID MATRIX CODES						LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	Sample Volume (L / Area)	Length (or Aliquots) x Width (or Area) per Aliqu	Matrix Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	Laboratory Analysis Instructions
224 GA-PLST03-01	X						B				
225 GA-CM20-01	X						B				
226 GA-CM20-02	X						B				
227 GA-VSF06-01	X						B				
228 GA-VSF06-02	X						B				
229 GA-CBM30-01	X						B				
230 GA-CBM30-02	X						B				
231 GA-TEX21-01	X						B				
232 GA-TEX21-02	X						B				
233 GA-TEX21-03	X						B				
234 GA-TEX21-04	X						B				
235 GA-TEX21-05	X						B				
236 GA-CDW16-01	X						B				
237 GA-CDW16-02	X						B				
238 GA-SU05-01	X						B				
239 GA-SU05-01A	X						B				
240 GA-SU05-02	X						B				
241 GA-LIP11-01	X						B				
242 GA-LIP11-02	X						B				
243 GA-VFT30-01	X						B				
244 GA-VFT30-02	X						B				
245 GA-CLK25-01	X						B				
246 GA-CLK25-02	X						B				



**Built Environment Testing
Reservoirs**

June 27, 2023

Subcontractor Number:

Laboratory Report: RES 567100-1

Project #/P.O. #: AS23045

Project Description: Golf Acres - ACM Inspection (Third COC)

Evan Eppard
Foothills Environmental, Inc.
11099 W. 8th Avenue
Lakewood CO 80215

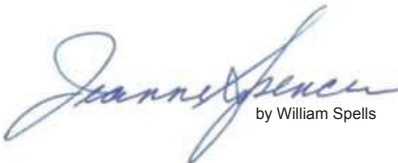
Dear Evan,

Eurofins Reservoirs is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA LAP, LLC), Lab ID 101533 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Eurofins Reservoirs has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

RES 567100-1 is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Eurofins Reservoirs will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed, as received by the customer. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Eurofins Reservoirs. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,



by William Spells

Jeanne Spencer
President



EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 567100-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection (Third COC)**
 Date Samples Received: **June 22, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Priority**
 Date Samples Analyzed: **June 27, 2023**

NA = Not Analyzed
 NR = Not Received
 ND = None Detected
 TR = Trace; <1 % Visual Estimate
 Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567100 - GA-VFT31-01	A	Black mastic	TR		ND	0	100
	B	Tan adhesive	15		ND	0	100
	C	Black/white tile	85		ND	0	100
567100 - GA-VFT31-02	A	Tan/off white adhesive	10		ND	0	100
	B	Black/white tile	90		ND	0	100
567100 - GA-VFT32-01	A	Black mastic	15		ND	0	100
	B	Gray/white tile	85	Chrysotile	4	0	96
567100 - GA-VFT32-02	A	Black mastic	10		ND	0	100
	B	Gray/white tile	90	Chrysotile	4	0	96
567100 - GA-VFT20-03	A	Tan adhesive	TR		ND	0	100
	B	Purple tile	100		ND	0	100
567100 - GA-CM21-01		Sample Not Received.					
567100 - GA-CM21-02		Sample Not Received.					
567100 - GA-CBM31-01	A	Tan/light tan adhesive	15		ND	0	100
	B	Purple cove base	85		ND	0	100
567100 - GA-CBM31-02	A	Tan adhesive	100		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567100 - GA-TEX15-04	A	Tan/pink drywall	50		ND	80	20
	B	Light pink paint w/ white compound	50		ND	0	100
567100 - GA-TEX15-05	A	Tan/pink drywall	40		ND	70	30
	B	White compound w/ light pink paint	60		ND	0	100
567100 - GA-TEX15-06	A	Tan/pink drywall	50		ND	60	40
	B	White compound w/ gray/pink paint	50		ND	0	100
567100 - GA-TEX15-07	A	White compound w/ gray/pink paint	50		ND	0	100
	B	Tan/pink drywall	50		ND	80	20
567100 - GA-MST08-01	A	Brown adhesive	100		ND	0	100
567100 - GA-MST08-02	A	Brown adhesive	100		ND	0	100
567100 - GA-MST09-01	A	Black resinous material	15		ND	0	100
	B	Clear glass w/ black/orange paint	85		ND	0	100
567100 - GA-MST09-02	A	Black resinous material	15		ND	0	100
	B	Clear glass w/ gray/orange paint	85		ND	0	100
567100 - GA-WP07-01	A	Gray/multi-colored wallpaper w/ tan adhesive	100		ND	60	40
567100 - GA-WP07-02	A	Gray/multi-colored wallpaper	100		ND	70	30

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567100 - GA-WP08-01	A	White/multi-colored wallpaper w/ tan adhesive	100		ND	70	30
567100 - GA-WP08-02	A	White/multi-colored wallpaper w/ yellow adhesive	100		ND	60	40
567100 - GA-WP09-01	A	Green/multi-colored wallpaper w/ tan adhesive	100		ND	60	40
567100 - GA-WP09-02	A	Green/multi-colored wallpaper	100		ND	70	30
567100 - GA-SU06-01		Sample Not Received.					
567100 - GA-SU06-02		Sample Not Received.					
567100 - GA-SU07-01	A	Beige sink undercoating	100		ND	0	100
567100 - GA-SU07-02	A	Beige sink undercoating	100		ND	0	100
567100 - GA-CDW17-01	A	White compound w/ gray/multi-colored paint	5		ND	0	100
	B	Pink/tan drywall	95		ND	10	90
567100 - GA-CDW17-02	A	White compound w/ gray/multi-colored paint	10		ND	0	100
	B	Pink/tan drywall	90		ND	10	90
567100 - GA-VSF07-01	A	Tan/white sheet vinyl w/ gray fibrous backing material	100		ND	20	80
567100 - GA-VSF07-02		Sample Not Received.					
567100 - GA-CDW03-01	A	White compound w/ gray paint	10		ND	0	100
	B	Pink/tan drywall	90		ND	10	90

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567100 - GA-CDW03-02	A	White compound w/ gray paint	15		ND	0	100
	B	Pink/tan drywall	85		ND	10	90
567100 - GA-TEX02-04	A	White compound w/ gray paint	50		ND	0	100
	B	Pink/tan drywall	50		ND	45	55
567100 - GA-TEX02-05	A	White compound w/ gray paint	50		ND	0	100
	B	Pink/tan drywall	50		ND	50	50
567100 - GA-PLST04-01	A	Off white granular plaster w/ red paint	100		ND	0	100
567100 - GA-PLST04-02	A	Off white granular plaster w/ brown/multi-colored paint	100		ND	0	100
567100 - GA-PLST04-03	A	Off white granular plaster w/ gray paint	100		ND	0	100
567100 - GA-VFT33-01	A	Tan adhesive	TR		ND	0	100
	B	Off white/gray tile	100		ND	0	100
567100 - GA-VFT33-02	A	Tan adhesive	TR		ND	0	100
	B	Off white/gray tile	100		ND	0	100
567100 - GA-CT07-01	A	Gray granular cementitious material	5		ND	0	100
	B	Beige granular cementitious material	20		ND	0	100
	C	Tan/multi-colored ceramic tile	75		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567100 - GA-CT07-02	A	Gray granular cementitious material	5		ND	0	100
	B	Beige granular cementitious material	25		ND	0	100
	C	Tan/multi-colored ceramic tile	70		ND	0	100
567100 - GA-WTM04-01	A	Off white adhesive	10		ND	0	100
	B	White/peach ceramic tile	90		ND	0	100
567100 - GA-WTM04-02	A	White grout	10		ND	0	100
	B	Off white adhesive	10		ND	0	100
	C	White/peach ceramic tile	80		ND	0	100
567100 - GA-TEX22-01	A	Pink/tan drywall	40		ND	20	80
	B	White compound w/ gray paint	60		ND	0	100
567100 - GA-TEX22-02	A	Tan/pink drywall	30		ND	75	25
	B	White compound w/ gray paint	70		ND	0	100
567100 - GA-TEX22-03	A	White compound w/ white paint	30		ND	0	100
	B	White compound w/ gray paint	70		ND	0	100
567100 - GA-DM04-01	A	Gray resinous material	100		ND	0	100
567100 - GA-DM04-02	A	Gray resinous material	100		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567100 - GA-CDW18-01	A	White compound	20		ND	0	100
	B	Tan drywall plaster	80		ND	10	90
567100 - GA-CDW18-02	A	White compound	15		ND	0	100
	B	Tan drywall	85		ND	15	85
567100 - GA-LIP12-01	A	White/gray ceiling tile	100		ND	65	35
567100 - GA-LIP12-02	A	White/gray ceiling tile	100		ND	65	35
567100 - GA-LIP13-03	A	White/gray ceiling tile	100		ND	65	35
567100 - GA-PLST03-02	A	White compound w/ white paint	20		ND	0	100
	B	White plaster w/ beige/blue paint	20		ND	0	100
	C	Off white granular plaster	60		ND	0	100
567100 - GA-PLST03-03	A	White compound w/ off white paint	15		ND	0	100
	B	White plaster w/ green/blue paint	20		ND	0	100
	C	Off white granular plaster	65		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567100 - GA-PLST03-04	A	White compound w/ white paint	15		ND	0	100
	B	White compound w/ off white paint	15		ND	0	100
	C	Pink granular plaster	35		ND	0	100
	D	White plaster w/ white/blue paint	35		ND	0	100
567100 - GA-PLST03-05	A	White plaster w/ tan/multi-colored paint	30		ND	0	100
	B	Pink granular plaster	70		ND	0	100
567100 - GA-PLST03-06	A	White plaster w/ tan/multi-colored paint	35		ND	0	100
	B	Pink granular plaster	65		ND	0	100
567100 - GA-PLST03-07	A	White plaster w/ blue/multi-colored paint	30		ND	0	100
	B	Pink granular plaster	70		ND	0	100
567100 - GA-LIP14-01	A	White/gray ceiling tile	100		ND	65	35
567100 - GA-LIP14-02	A	White/gray ceiling tile	100		ND	65	35
567100 - GA-LIP15-01	A	White/gray ceiling tile	100		ND	65	35
567100 - GA-LIP15-02	A	White/gray ceiling tile	100		ND	65	35
567100 - GA-MST10-01	A	Tan adhesive w/ silver paint	100		ND	0	100

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				Mineral	Visual Estimate (%)		
567100 - GA-MST10-02	A	Tan adhesive	100		ND	0	100
567100 - GA-LIP16-01	A	White/gray ceiling tile	100		ND	65	35
567100 - GA-LIP16-02	A	White/gray ceiling tile	100		ND	65	35
567100 - GA-MST10-03	A	Light tan fibrous material	25		ND	90	10
	B	Tan adhesive	75		ND	0	100
567100 - GA-CM31-01 (Not on Original COC)	A	Tan adhesive	2		ND	0	100
	B	Gray/multi-colored carpet	98		ND	75	25
567100 - GA-CM31-02 (Not on Original COC)	A	Tan adhesive	3		ND	0	100
	B	Gray/multi-colored carpet	97		ND	75	25
567100 - GA-SU08-01 (Not on Original COC)	A	Black sink undercoating	100		ND	0	100
567100 - GA-SU08-02 (Not on Original COC)	A	Black sink undercoating	100		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

Landon Spells
Landon Spells
Analyst



Built Environment Testing
Reservoirs

RES Job #: 567100

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: Foothills Environmental, Inc. Address: 11099 W. 8th Avenue Lakewood, CO 80215	Company: Foothills Environmental, Inc. Address: 11099 W. 8th Avenue Lakewood, CO 80215	Contact: Evan Eppard Phone: (720) 567-9670 Fax: Cell:	-1 PLM Priority
Project Number and/or P.O. #: AS23045		Final Data Deliverable Email Address: evan@foothillsusa.com (+ 1 ADDNL. CONTACTS)	
Project Description/Location: Golf Acres - ACM Inspection (Third COC)			

ASBESTOS LABORATORY HOURS: Weekdays: 7am - 7pm & Sat. 8am - 5pm				REQUESTED ANALYSIS				VALID MATRIX CODES				LAB NOTES						
PLM / PCM / TEM	DTL	RUSH	PRIORITY	STANDARD	PLM - PLM Short Report (EPA 8000-R-93116) TEM - AHERA (r- or Quantified), Microase (r- or Quantified), Wipe (r- or Quantified), NIOSH 7402, Yamate Level II, ISO 10312, ISO 13794, Chilled, Drinking Water, Waste Water, Bulk +/-, CARB Modified Ahera PCM - 7402A, 7402B, CSFA DUST - Total, Respirable METALS - Arsenic Lead Only (7082, 7420, Waste Water, Foodware), Multi Metals (7303, 8020A, 200.8, Waste Water, Foodware, OSHA ID-1255), pH (Liquid or Non-Liquid), T.C.P.P. RCRA, Scan, Welding Fume, Scan, F, all Metals Scan ORGANICS - Methylmercury, TSS VARIABLES - Campylobacter, Bacillus, Salmonella (Culturable or 1-2), Listeria, Coliform, E. Coli, Staphylococcus, Enterobacteriaceae, Enterococcus, Fecal Coliform, Fecal Streptococcus, Heterotrophic Plate Count, Coliform, Fecal, (State Water, Drinking Water, Non-Drinking Water, +/-, Quantification), Lactic Acid, Viable Microbial Count (w/ID or w/ID), Enterococcus (r- or Quantification), Legionella (P NP C) MEDICAL - Bioterrorism, LAL MOLD - Spore Trap, Bulk Mold, Penicillate Identification	Air = A	Bulk = B	Dust = D	Food = F	Rain = P	Soil = S	Surface = SU	Swab = SW	Tape = T	Wipe = W	Drinking Water = DW	Waste Water = WW	Laboratory Analysis Instructions
CHEMISTRY LABORATORY HOURS: Weekdays: 8am - 5pm																		
Dust	RUSH	PRIORITY	STANDARD															
Metals	RUSH	PRIORITY	STANDARD	*PRIOR NOTICE REQUIRED FOR SAME DAY TAT														
Organics*	SAME DAY	RUSH	PRIORITY	STANDARD														
MICROBIOLOGY LABORATORY HOURS: Weekdays: 8am - 5pm																		
Viable Analysis**	PRIORITY	STANDARD		**TAT DEPENDENT ON SPEED OF MICROBIAL GROWTH														
Medical Device Analysis	RUSH	STANDARD																
Mold Analysis	RUSH	PRIORITY	STANDARD															
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.																		
Special Instructions:																		
Client Sample ID Number	(Sample ID's must be unique)			ASBESTOS		CHEMISTRY	MICROBIOLOGY	ICO	Sample Volume (L) / Area	Length (or Aliquot) x Width (or Area per Aliquot)	Matrix Code	# of Containers	Disk Collected mm ²	Time Collected hh:mm				
1 GA-VFT31-01				X							B							
2 GA-VFT31-02				X						B								
3 GA-VFT32-01				X						B								
4 GA-VFT32-02				X						B								
5 GA-VFT20-03				X						B								
6 GA-CM21-01				X						B								
7 GA-CM21-02				X						B								
8 GA-CBM31-01				X						B								
9 GA-CBM31-02				X						B								
10 GA-TEX15-04				X						B								
11 GA-TEX15-05				X						B								
12 GA-TEX15-06				X						B								
13 GA-TEX15-07				X						B								

EREI establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.
EREI will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Evan Eppard	Date/Time: 06/22/2023 9:49:44	Sample Condition: Acceptable
Received By:	Jessica Shapiro	Date/Time: 06/22/2023 10:01:15	Carrier: Hand



**Built Environment Testing
Reservoirs**

RES Job #: 567100

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	PLM - PLM Short Report (EPA600/R-33716) TEM - AHERA (+/- or Quantified), Microvac (+/- or Quantified), Wipe (+/- or Quantified), NIOSH 7402, Yamate Level II, ISO 10312, ISO 12994, Chatfield, Drinking Water, Waste Water, Bulk, or Contaminated Areas PCM - 7400A, 7400B, OSHA DIBF - Total Respirable METALS - Analytes Lead Only (7092, 7420, Waste Water, Foodware), Multi Metals (7303, 6020A, 2008, Waste Water, Foodware, OSHA ID- 1250), pH (Liquid or Non-Liquid), ACP, MCP, OSHA, Wetland, Runoff, Storm, P, H, Metals, Soil ORGANICS - Methamphetamine, TSS VIABLES - Campylobacter, Bacillus, Salmonella (Culturable or 1-2), Listeria, E.coli O157:H7, E.coli Coliforms - Pleiad, S aureus, Yeast & Mol, Aerobic Plate Count, Coliforms E.coli - (State Water, Drinking Water, Non-Drinking Water, +/- Quantification), Lactic Acid, Viable Microbial Count (w/ID or w/ID), Enterococcus +/- or Quantification, Legionella (P, N, C), MEDICAL - Biberiden, LAL MOLD - Spore Trap, Bulk Mold, Particulate Identification	Air = A Dust = D Paint = P Surface = SU Tape = T Drinking Water = DW Waste Water = WW	Bulk = B Food = F Soil = S Swab = SW Wipe = W				
						Sample Volume (L / Area) Length (or Aliquots) x Width (or Area) per Aliqu	Main Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	Laboratory Analysis Instructions
14 GA-MST08-01	X						B				
15 GA-MST08-02	X						B				
16 GA-MST09-01	X						B				
17 GA-MST09-02	X						B				
18 GA-WP07-01	X						B				
19 GA-WP07-02	X						B				
20 GA-WP08-01	X						B				
21 GA-WP08-02	X						B				
22 GA-WP09-01	X						B				
23 GA-WP09-02	X						B				
24 GA-SU06-01	X						B				
25 GA-SU06-02	X						B				
26 GA-SU07-01	X						B				
27 GA-SU07-02	X						B				
28 GA-CDW17-01	X						B				
29 GA-CDW17-02	X						B				
30 GA-VSF07-01	X						B				
31 GA-VSF07-02	X						B				
32 GA-CDW03-01	X						B				
33 GA-CDW03-02	X						B				
34 GA-TEX02-04	X						B				
35 GA-TEX02-05	X						B				
36 GA-PLST04-01	X						B				
37 GA-PLST04-02	X						B				
38 GA-PLST04-03	X						B				
39 GA-VFT33-01	X						B				
40 GA-VFT33-02	X						B				
41 GA-CT07-01	X						B				
42 GA-CT07-02	X						B				
43 GA-WTM04-01	X						B				



**Built Environment Testing
Reservoirs**

RES Job #: 567100

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Main Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	Laboratory Analysis Instructions
44 GA-WTM04-02	X						B				
45 GA-TEX22-01	X						B				
46 GA-TEX22-02	X						B				
47 GA-TEX22-03	X						B				
48 GA-DM04-01	X						B				
49 GA-DM04-02	X						B				
50 GA-CDW18-01	X						B				
51 GA-CDW18-02	X						B				
52 GA-LIP12-01	X						B				
53 GA-LIP12-02	X						B				
54 GA-LIP13-03	X						B				
55 GA-PLST03-02	X						B				
56 GA-PLST03-03	X						B				
57 GA-PLST03-04	X						B				
58 GA-PLST03-05	X						B				
59 GA-PLST03-06	X						B				
60 GA-PLST03-07	X						B				
61 GA-LIP14-01	X						B				
62 GA-LIP14-02	X						B				
63 GA-LIP15-01	X						B				
64 GA-LIP15-02	X						B				
65 GA-MST10-01	X						B				
66 GA-MST10-02	X						B				
67 GA-LIP16-01	X						B				
68 GA-LIP16-02	X						B				
69 GA-MST10-03	X						B				



**Built Environment Testing
Reservoirs**

July 02, 2023

Subcontractor Number:

Laboratory Report: RES 567956-1

Project #/P.O. #: AS23045

Project Description: Golf Acres - ACM Inspection (Fourth COC)

Evan Eppard
Foothills Environmental, Inc.
11099 W. 8th Avenue
Lakewood CO 80215

Dear Evan,

Eurofins Reservoirs is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA LAP, LLC), Lab ID 101533 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Eurofins Reservoirs has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

RES 567956-1 is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Eurofins Reservoirs will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed, as received by the customer. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Eurofins Reservoirs. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,



by Tyler Hutchinson

Jeanne Spencer
President



EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 567956-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection (Fourth COC)**
 Date Samples Received: **June 28, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Priority**
 Date Samples Analyzed: **July 02, 2023**

NA = Not Analyzed
 NR = Not Received
 ND = None Detected
 TR = Trace; <1 % Visual Estimate
 Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567956 - GA-VSF08-01	A	Tan adhesive	6		ND	0	100
	B	Brown/gray sheet vinyl	94		ND	10	90
567956 - GA-VSF08-02	A	Tan/beige adhesive	5		ND	0	100
	B	Beige/gray sheet vinyl	95		ND	10	90
567956 - GA-VSF09-01	A	Off white/brown sheet vinyl w/ light gray fibrous backing material & a trace of off white adhesive	100		ND	20	80
567956 - GA-VSF09-02	A	Beige adhesive	4		ND	0	100
	B	Off white adhesive	6		ND	0	100
	C	Dark gray leveling compound	8		ND	5	95
	D	Gray leveling compound	10		ND	5	95
	E	Off white/tan sheet vinyl w/ light gray fibrous backing material	72		ND	20	80
567956 - GA-VWF04-01	A	Tan/brown tile w/ black foam & colorless adhesive	100		ND	0	100
567956 - GA-VWF04-02	A	Tan/brown tile w/ black foam & colorless adhesive	100		ND	0	100
567956 - GA-VSF10-01	A	Off white adhesive w/ gray leveling compound	3		ND	0	100
	B	Beige sheet vinyl w/ off white fibrous backing material	97		ND	20	80

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567956 - GA-VSF10-02	A	Off white adhesive	2		ND	0	100
	B	Beige sheet vinyl w/ gray fibrous backing material	98		ND	20	80
567956 - GA-VFT34-01	A	Gray leveling compound	4		ND	0	100
	B	Tan adhesive	6		ND	0	100
	C	Black mastic	8		ND	0	100
	D	Off white tile	82		ND	0	100
567956 - GA-VFT34-02	A	Black mastic	3		ND	0	100
	B	Tan adhesive	6		ND	0	100
	C	Beige adhesive	10		ND	0	100
	D	Off white tile	81	Chrysotile	3	0	97
567956 - GA-VFT35-01	A	Black mastic	3		ND	0	100
	B	Tan adhesive	4		ND	0	100
	C	Gray tile	93	Chrysotile	6	0	94
567956 - GA-VFT35-02	A	Tan adhesive	2		ND	0	100
	B	Black mastic	3		ND	0	100
	C	Gray tile	95	Chrysotile	7	0	93

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567956 - GA-CBM32-01	A	Beige adhesive	15		ND	0	100
	A						
	B	Brown cove base	85		ND	0	100
567956 - GA-CBM32-02	B						
	C						
	A	Off white adhesive	2		ND	0	100
567956 - GA-CBM33-01	B	Brown cove base	98		ND	0	100
	A	Beige adhesive	4		ND	0	100
567956 - GA-CBM33-02	B	Brown cove base	96		ND	0	100
	A	Tan adhesive	4		ND	0	100
567956 - GA-TEX23-01	B	Brown cove base	96		ND	0	100
	A	White texture w/ tan paint	25		ND	0	100
567956 - GA-TEX23-02	B	Tan/light pink drywall	75		ND	68	32
	A	White texture w/ light gray paint	20		ND	0	100
567956 - GA-TEX23-02	B	Tan/pink drywall	80		ND	70	30

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567956 - GA-TEX23-03	A	White texture w/ tan paint	30		ND	0	100
	B	Tan/light gray drywall	70		ND	50	50
567956 - GA-TEX23-04	A	White texture w/ light gray paint	25		ND	0	100
	B	Tan/light gray drywall	75		ND	78	22
567956 - GA-TEX23-05	A	White texture w/ tan paint	22		ND	0	100
	B	Tan/gray drywall	78		ND	62	38
567956 - GA-CDW19-01	A	White texture w/ light gray paint	10		ND	0	100
	B	Light pink/tan drywall	90		ND	12	88
567956 - GA-CDW19-02	A	White texture w/ brown paint	5		ND	0	100
	B	Gray/tan drywall	95		ND	10	90
567956 - GA-CMUBF02-01	A	Gray/multi-colored cinder block w/ light gray/multi-colored paint	100		ND	0	100
567956 - GA-CMUBF02-02	A	Gray/multi-colored cinder block w/ light gray/multi-colored paint	100		ND	0	100
567956 - GA-CMUBF02-03	A	Gray/multi-colored cinder block w/ light gray/multi-colored paint	100		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567956 - GA-PLST05-01	A	White texture w/ tan paint	10		ND	0	100
	B	Off white granular plaster w/ off white/multi-colored paint	90		ND	TR	100
567956 - GA-PLST05-02	A	White texture w/ tan paint	15		ND	0	100
	B	Off white granular plaster w/ off white/multi-colored paint	85		ND	TR	100
567956 - GA-PLST05-03	A	Off white granular plaster w/ blue paint	100		ND	0	100
567956 - GA-LIP17-01	A	Light gray/white ceiling tile	100		ND	75	25
567956 - GA-LIP17-02	A	Light gray/white ceiling tile	100		ND	75	25
567956 - GA-MOR02-01	A	Pink mortar	10		ND	0	100
	B	White resinous material	90		ND	0	100
567956 - GA-MOR02-02	A	Pink mortar	22		ND	0	100
	B	White resinous material	78		ND	0	100
567956 - GA-GYP01-01	A	White compound w/ tan paint	15		ND	0	100
	B	Light gray/tan drywall	85		ND	8	92
567956 - GA-GYP01-02	A	Off white/tan drywall w/ tan paint	100		ND	14	86

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567956 - GA-CMUBF03-01	A	White resinous material w/ tan paint	8		ND	0	100
	B	Gray/multi-colored cinder block	92		ND	0	100
567956 - GA-CMUBF03-02	A	White resinous material w/ tan paint	35		ND	0	100
	B	Tan/multi-colored granular cementitious material	65		ND	0	100
567956 - GA-CMUBF03-03	A	Tan/multi-colored paint w/ white resinous material	15		ND	0	100
	B	Tan/multi-colored granular cementitious material	85		ND	0	100
567956 - GA-CMUBF03-04	A	Tan/multi-colored paint w/ white resinous material	10		ND	0	100
	B	Tan/multi-colored granular cementitious material	90		ND	0	100
567956 - GA-CMUBF03-05	A	Tan/multi-colored paint w/ white resinous material	13		ND	0	100
	B	Tan/multi-colored granular cementitious material	87		ND	0	100
567956 - GA-STU01-01	A	Yellow fibrous woven material	2		ND	95	5
	B	Green resinous material	3		ND	0	100
	C	White foam	20		ND	0	100
	D	Gray granular cementitious material	75		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567956 - GA-STU01-02	A	Green resinous material	5		ND	0	100
	B	Gray granular cementitious material	95		ND	0	100
567956 - GA-STU01-03	A	White/tan drywall	40		ND	15	85
	B	Light gray granular plaster w/ light gray paint	60		ND	TR	100
567956 - GA-STU01-04	A	Light gray granular plaster w/ light gray/multi-colored paint	100		ND	1	99
567956 - GA-STU01-05	A	Light gray granular plaster w/ light gray/multi-colored paint	100		ND	TR	100
567956 - GA-GYP02-01	A	White texture w/ tan paint	5		ND	0	100
	B	Tan drywall	95		ND	13	87
567956 - GA-GYP02-02	A	Tan paint w/ white texture	7		ND	0	100
	B	Tan drywall	93		ND	12	88
567956 - GA-STU02-01	A	White stucco w/ brown/multi-colored paint	20		ND	0	100
	B	Gray granular plaster	80		ND	0	100
567956 - GA-STU02-02	A	White stucco w/ brown paint	20		ND	0	100
	B	Gray cinder block	35		ND	0	100
	C	Gray granular cementitious material	45		ND	0	100

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567956 - GA-STU02-03	A	White resinous material	1	Chrysotile	2	0	98
	B	Brown paint	1		ND	0	100
	C	White stucco	23		ND	0	100
	D	Gray granular cementitious material	75		ND	0	100
567956 - GA-STU02-04	A	Black tar	TR		ND	0	100
	B	Brown paint	TR		ND	0	100
	C	White resinous material	2	Chrysotile	2	0	98
	D	Gray granular cementitious material	40		ND	0	100
	E	White stucco	58		ND	0	100
567956 - GA-STU02-05	A	Brown/multi-colored paint	2		ND	0	100
	B	White resinous material	3	Chrysotile	4	0	96
	C	White stucco	25		ND	0	100
	D	Gray granular cementitious material	70		ND	0	100

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TR = Trace; <1 % Visual Estimate
Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567956 - GA-STU02-06	A	Gray cinder block	TR		ND	0	100
	B	Brown/multi-colored paint	2		ND	0	100
	C	White resinous material	2	Chrysotile	4	0	96
	D	Gray granular cementitious material	96		ND	0	100
567956 - GA-STU02-07	A	White resinous material	1	Chrysotile	4	0	96
	B	Brown/multi-colored paint	1		ND	0	100
	C	White stucco	10		ND	0	100
	D	Gray granular cementitious material	88		ND	0	100
567956 - GA-STU03-01	A	White foam	5		ND	0	100
	B	Pink stucco	40		ND	0	100
	C	Gray granular cementitious material w/ white fibrous woven material	55		ND	35	65
567956 - GA-STU03-02	A	White fibrous woven material	15		ND	90	10
	B	Gray granular cementitious material	20		ND	0	100
	C	Pink stucco w/ brown paint	20		ND	0	100
	D	White foam	45		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 567956-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection (Fourth COC)**
 Date Samples Received: **June 28, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Priority**
 Date Samples Analyzed: **July 02, 2023**

NA = Not Analyzed
NR = Not Received
ND = None Detected
TR = Trace; <1 % Visual Estimate
Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567956 - GA-STU03-03	A	Gray granular cementitious material w/ white fibrous woven material	35		ND	40	60
	B	Pink stucco w/ brown paint	65		ND	0	100
567956 - GA-STU03-04	A	Gray granular cementitious material w/ white fibrous woven material	100		ND	10	90
567956 - GA-STU03-05	A	Pink stucco	TR		ND	0	100
	B	White foam	TR		ND	0	100
	C	Gray granular cementitious material	100		ND	TR	100
567956 - GA-STU03-06	A	Pink grout	3		ND	0	100
	B	White foam	4		ND	0	100
	C	Gray granular cementitious material	93		ND	TR	100
567956 - GA-STU03-07	A	Pink grout	5		ND	0	100
	B	White foam	8		ND	0	100
	C	Gray granular cementitious material	87		ND	5	95
567956 - GA-CLK26-01	A	Silver carpet	100		ND	0	100
567956 - GA-CLK26-02	A	Cream caulk	100		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 567956-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - ACM Inspection (Fourth COC)**
 Date Samples Received: **June 28, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Priority**
 Date Samples Analyzed: **July 02, 2023**

NA = Not Analyzed
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 ND = None Detected
 TR = Trace; <1 % Visual Estimate
 Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
567956 - GA-CLK26-03	A	Black foamy material	40		ND	0	100
	B	Gray caulk	60		ND	0	100
567956 - GA-WG03-01	A	Gray glazing	100	Chrysotile	ND	TR	100
567956 - GA-WG03-02	A	White glazing	100		TR	0	100
567956 - GA-MOR03-01	A	Gray mortar	100		ND	0	100
567956 - GA-MOR03-02	A	Gray granular cementitious material	25		ND	0	100
	B	Gray mortar	75		ND	0	100
567956 - GA-TNS01-01	A	White stucco w/ cream paint	10		ND	0	100
	B	Gray granular cementitious material	90		ND	TR	100
567956 - GA-TNS01-02	A	White stucco w/ brown/cream paint	15		ND	0	100
	B	Gray granular cementitious material	85		ND	TR	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.


 Tyler Hutchinson
 Analyst


 Daniel Erhard
 Analyst


 John C. McIntyre
 Analyst



**Built Environment Testing
Reservoirs**

RES Job #: 567956

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: Foothills Environmental, Inc.	Company: Foothills Environmental, Inc.	Contact: Evan Eppard	-1 PLM Priority
Address: 11099 W. 8th Avenue	Address: 11099 W. 8th Avenue	Phone: (720) 567-9670	
Lakewood, CO 80215	Lakewood, CO 80215	Fax:	
		Cell:	
Project Number and/or P.O. #: AS23045		Final Data Deliverable Email Address:	
Project Description/Location: Golf Acres - ACM Inspection (Fourth COC)		evan@foothillsusa.com (+ 1 ADDNL. CONTACTS)	

ASBESTOS LABORATORY HOURS: Weekdays: 7am - 7pm & Sat. 8am - 5pm				REQUESTED ANALYSIS				VALID MATRIX CODES				LAB NOTES				
PLM / PCM / TEM	DTL	RUSH	PRIORITY	STANDARD	<small> PLM - PLM Short Report (EPA 600/R-93/116) TEM - AHERA (r- or Quantified), Microase (r- or Quantified), Wipe (r- or Quantified), NIOSH 7402, Yamate Level II, ISO 10312, ISO 13794, Chilled, Drinking Water, Waste Water, Bulk +/-, CARB Modified Aera PCM - 7402A, 7402B, CSFA DUST - Total, Respirable METALS - Arsenic Lead Only (7082, 7420, Waste Water, Foodware), Multi Metals (7303, 8020A, 200.8, Waste Water, Foodware, OSHA ID-1255), pH (Liquid or Non-Liquid), TCLP, RCRA, Scan, Welding Fume, Scan, F, all Metals Scan ORGANICS - Methylmercury, TSS VARIABLES - Campylobacter, Bacillus, Salmonella (Culturable or 12), Listeria, E. coli, Coliform, Enterococcus, Staphylococcus aureus, Enterobacteriaceae, Total Coliform, E. coli, (State Water, Drinking Water, Non-Drinking Water, +/-, Quantification), Lactic Acid, Viable Microbial Count (w/ID or w/D), Enterococcus (r- or Quantification), Legionella (P N P C) MEDICAL - Bioterrorism, LAL MOLD - Spore Trap, Bulk Mold, Penicillate Identification </small>	Air = A	Bulk = B	Dust = D	Food = F	Rain = P	Soil = S	Surface = SU	Swab = SW	Tape = T	Wipe = W	Laboratory Analysis Instructions
CHEMISTRY LABORATORY HOURS: Weekdays: 8am - 5pm				MICROBIOLOGY LABORATORY HOURS: Weekdays: 8am - 5pm				Drinking Water = DW Waste Water = WW **ASTM E1792 approved wipe media only**								
Dust	RUSH	PRIORITY	STANDARD	*PRIOR NOTICE REQUIRED FOR SAME DAY TAT				Sample Volume (L) / Area	Length (or Aliquot) x Width (or Area per Aliquot)	Matrix Code	# of Containers	Disk Collected mm ²	Time Collected hh:mm			
Metals	RUSH	PRIORITY	STANDARD													
Organics*	SAME DAY	RUSH	PRIORITY	STANDARD												
VIABLE ANALYSIS**				**TAT DEPENDENT ON SPEED OF MICROBIAL GROWTH												
Medical Device Analysis	RUSH	STANDARD														
Mold Analysis	RUSH	PRIORITY	STANDARD													
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.																
Special Instructions:																
Client Sample ID Number (Sample ID's must be unique)				ASBESTOS		CHEMISTRY	MICROBIOLOGY	ICO								
1 GA-VSF08-01	X										B					
2 GA-VSF08-02	X										B					
3 GA-VSF09-01	X									B						
4 GA-VSF09-02	X									B						
5 GA-VWF04-01	X									B						
6 GA-VWF04-02	X									B						
7 GA-VSF10-01	X									B						
8 GA-VSF10-02	X									B						
9 GA-VFT34-01	X									B						
10 GA-VFT34-02	X									B						
11 GA-VFT35-01	X									B						
12 GA-VFT35-02	X									B						
13 GA-CBM32-01	X									B						

EREI establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.
EREI will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Evan Eppard	Date/Time: 06/28/2023 9:26:11	Sample Condition: Acceptable
Received By:	Jessica Shapiro	Date/Time: 06/28/2023 9:27:20	Carrier: Hand



**Built Environment Testing
Reservoirs**

RES Job #: 567956

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES	
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L / Area)	Length (or Aliquots) x Width (or Area) per Aliquot	Matrix Code	# of Containers	Date Collected mm/dd/yyyy		Time Collected hh:mm
14 GA-CBM32-02	X							B				
15 GA-CBM33-01	X							B				
16 GA-CBM33-02	X							B				
17 GA-TEX23-01	X							B				
18 GA-TEX23-02	X							B				
19 GA-TEX23-03	X							B				
20 GA-TEX23-04	X							B				
21 GA-TEX23-05	X							B				
22 GA-CDW19-01	X							B				
23 GA-CDW19-02	X							B				
24 GA-CMUBF02-01	X							B				
25 GA-CMUBF02-02	X							B				
26 GA-CMUBF02-03	X							B				
27 GA-PLST05-01	X							B				
28 GA-PLST05-02	X							B				
29 GA-PLST05-03	X							B				
30 GA-LIP17-01	X							B				
31 GA-LIP17-02	X							B				
32 GA-MOR02-01	X							B				
33 GA-MOR02-02	X							B				
34 GA-GYP01-01	X							B				
35 GA-GYP01-02	X							B				
36 GA-CMUBF03-01	X							B				
37 GA-CMUBF03-02	X							B				
38 GA-CMUBF03-03	X							B				
39 GA-CMUBF03-04	X							B				
40 GA-CMUBF03-05	X							B				
41 GA-STU01-01	X							B				
42 GA-STU01-02	X							B				
43 GA-STU01-03	X							B				



**Built Environment Testing
Reservoirs**

RES Job #: 567956

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Main Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	LAB NOTES
44 GA-STU01-04	X						B				
45 GA-STU01-05	X						B				
46 GA-GYP02-01	X						B				
47 GA-GYP02-02	X						B				
48 GA-STU02-01	X						B				
49 GA-STU02-02	X						B				
50 GA-STU02-03	X						B				
51 GA-STU02-04	X						B				
52 GA-STU02-05	X						B				
53 GA-STU02-06	X						B				
54 GA-STU02-07	X						B				
55 GA-STU03-01	X						B				
56 GA-STU03-02	X						B				
57 GA-STU03-03	X						B				
58 GA-STU03-04	X						B				
59 GA-STU03-05	X						B				
60 GA-STU03-06	X						B				
61 GA-STU03-07	X						B				
62 GA-CLK26-01	X						B				
63 GA-CLK26-02	X						B				
64 GA-CLK26-03	X						B				
65 GA-WG03-01	X						B				
66 GA-WG03-02	X						B				
67 GA-MOR03-01	X						B				
68 GA-MOR03-02	X						B				
69 GA-TNS01-01	X						B				
70 GA-TNS01-02	X						B				



**Built Environment Testing
Reservoirs**

July 10, 2023

Subcontractor Number:

Laboratory Report: RES 569328-1

Project #/P.O. #: AS23045

Project Description: Golf Acres - Roof

Evan Eppard
Foothills Environmental, Inc.
11099 W. 8th Avenue
Lakewood CO 80215

Dear Evan,

Eurofins Reservoirs is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA LAP, LLC), Lab ID 101533 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Eurofins Reservoirs has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

RES 569328-1 is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Eurofins Reservoirs will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed, as received by the customer. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Eurofins Reservoirs. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,



by Andrew Roberts

Jeanne Spencer
President



EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 569328-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - Roof**
 Date Samples Received: **July 10, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Rush**
 Date Samples Analyzed: **July 10, 2023**

NA = Not Analyzed
NR = Not Received
ND = None Detected
TR = Trace; <1 % Visual Estimate
Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
569328 - GA-RFM01-01	A	Black tar	15		ND	0	100
	B	Tan fibrous material	30		ND	95	5
	C	Black fibrous tar	55		ND	25	75
569328 - GA-RFM01-02	A	Black tar	20		ND	0	100
	B	Tan fibrous material	35		ND	95	5
	C	Black fibrous tar	45		ND	25	75
569328 - GA-RFM01-03	A	Tan fibrous material	10		ND	95	5
	B	Black tar	20		ND	0	100
	C	Black granular tar	30		ND	0	100
	D	Black fibrous tar	40		ND	25	75
569328 - GA-RFL01-01	A	Black tar	15		ND	0	100
	B	Black fibrous granular tar w/ silver paint	15		ND	20	80
	C	Black fibrous tar	20		ND	25	75
	D	Black fibrous tar w/ gray granular cementitious material	20		ND	20	80
	E	Gray fibrous material	30		ND	80	20

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 569328-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - Roof**
 Date Samples Received: **July 10, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
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NA = Not Analyzed
NR = Not Received
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TR = Trace; <1 % Visual Estimate
Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
569328 - GA-RFL01-02	A	Brown felt	10	Chrysotile	60	5	35
	B	Black fibrous tar	15		ND	25	75
	C	Black fibrous granular tar w/ silver paint	20		ND	20	80
	D	Black fibrous granular tar w/ white resinous material	25		ND	20	80
	E	Black fibrous tar w/ black tar	30		ND	15	85
569328 - GA-RFL01-03	A	Black tar	15		ND	0	100
	B	Black fibrous granular tar w/ silver paint	15		ND	20	80
	C	Black fibrous tar	25		ND	25	75
	D	Gray fibrous material	45		ND	80	20
569328 - GA-SLVP01-01	A	Silver paint	15		ND	2	98
	B	Black fibrous tar	15		ND	20	80
	C	Silver metal	70		ND	0	100
569328 - GA-SLVP01-02	A	Silver paint	15		ND	2	98
	B	Silver metal	85		ND	0	100
569328 - GA-RCLK01-01	A	Gray caulk	100		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 569328-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - Roof**
 Date Samples Received: **July 10, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
569328 - GA-RCLK01-02	A	Off white caulk	100		ND	0	100
569328 - GA-SNG01-01	A	Black shingle	40		ND	15	85
	B	Black/gray shingle	60		ND	15	85
569328 - GA-SNG01-02	A	Black shingle	30		ND	15	85
	B	Black/gray shingle	70		ND	15	85
569328 - GA-SNG02-01	A	Black felt	25		ND	65	35
	B	Black/tan/brown shingle w/ black tar	75		ND	30	70
569328 - GA-SNG02-02	A	Black/tan/brown shingle	100		ND	35	65
569328 - GA-RTAR01-01	A	Black fibrous tar w/ white fibrous woven material	100		ND	35	65
569328 - GA-RTAR01-02	A	Black fibrous tar	100		ND	25	75
569328 - GA-RTAR02-01	A	Black tar	100		ND	0	100
569328 - GA-RTAR02-02	A	Black tar	100		ND	0	100
	B	Cream foam	25		ND	0	100
569328 - GA-EPDM01-01	A	Gray felt	15		ND	90	10
	B	Black resinous material	60		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 569328-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres - Roof**
 Date Samples Received: **July 10, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Rush**
 Date Samples Analyzed: **July 10, 2023**

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Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
569328 - GA-EPDM01-02	A	Black felt	30		ND	65	35
	B	Black resinous material	70		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.


 Andrew Roberts
 Analyst



**Built Environment Testing
Reservoirs**

RES Job #: 569328

Submitted By: Foothills Environmental, Inc.

Client Sample ID Number <small>(Sample ID's must be unique)</small>	REQUESTED ANALYSIS					VALID MATRIX CODES					LAB NOTES
	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO		Sample Volume (L) / Area Length (or Aliquots) x Width (or Area) per Aliqu	Matrix Code	# of Containers	Date Collected mm/dd/yyyy	Time Collected hh:mm	Laboratory Analysis Instructions
14 GA-SNG02-02	X						B				
15 GA-RTAR01-01	X						B				
16 GA-RTAR01-02	X						B				
17 GA-RTAR02-01	X						B				
18 GA-RTAR02-02	X						B				
19 GA-EPDM01-01	X						B				
20 GA-EPDM01-02	X						B				



**Built Environment Testing
Reservoirs**

July 12, 2023

Subcontractor Number:

Laboratory Report: RES 569848-1

Project #/P.O. #: AS23045

Project Description: Golf Acres Exterior

Haden Wilde
Foothills Environmental, Inc.
11099 W. 8th Avenue
Lakewood CO 80215

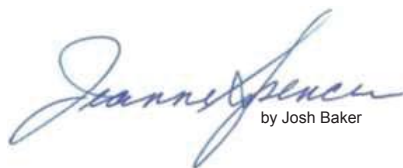
Dear Haden,

Eurofins Reservoirs is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA LAP, LLC), Lab ID 101533 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Eurofins Reservoirs has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

RES 569848-1 is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Eurofins Reservoirs will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed, as received by the customer. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Eurofins Reservoirs. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,



by Josh Baker

Jeanne Spencer
President



EUROFINS RESERVOIRS ENVIRONMENTAL, INC

NVLAP Lab Code 101896-0
AIHA LAP, LLC. LAB ID 101533

TABLE: I ANALYSIS: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number: **RES 569848-1**
 Client: **Foothills Environmental, Inc.**
 Client Project/P.O.: **AS23045**
 Client Project Description: **Golf Acres Exterior**
 Date Samples Received: **July 12, 2023**
 Analysis Type: **EPA 600/R-93/116 - Short Report, Bulk**
 Turnaround: **Rush**
 Date Samples Analyzed: **July 12, 2023**

NA = Not Analyzed
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 ND = None Detected
 TR = Trace; <1 % Visual Estimate
 Trem-Act = Tremolite-Actinolite

Laboratory Sample ID Client Sample Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non- Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
				Mineral	Visual Estimate (%)		
569848 - GA-STUC01-01	A	White foam	15		ND	0	100
	B	Tan stucco	40		ND	0	100
	C	Gray granular cementitious material w/ white/blue fibrous woven material	45		ND	10	90
569848 - GA-STUC01-02	A	White foam	15		ND	0	100
	B	Tan stucco	35		ND	0	100
	C	Gray granular cementitious material w/ white/blue fibrous woven material	50		ND	9	91
569848 - GA-STUC01-03	A	White foam	15		ND	0	100
	B	Tan stucco	40		ND	0	100
	C	Gray granular cementitious material w/ white/blue fibrous woven material	45		ND	10	90

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.


 Josh E. Baker
 Analyst



**Built Environment Testing
Reservoirs**

RES Job #: 569848

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: Foothills Environmental, Inc. Address: 11099 W. 8th Avenue Lakewood, CO 80215	Company: Foothills Environmental, Inc. Address: 11099 W. 8th Avenue Lakewood, CO 80215	Contact: Hadén Wilde Phone: (864) 640-5114 Fax: Cell: (864) 640-5114	-1 PLM Rush *NO VERBALS*
Project Number and/or P.O. #: AS23045	Final Data Deliverable Email Address: haden@foothillsusa.com (+ 2 ADDNL CONTACTS)		
Project Description/Location: Golf Acres Exterior			

ASBESTOS LABORATORY HOURS: Weekdays: 7am - 7pm & Sat. 8am - 5pm				REQUESTED ANALYSIS				VALID MATRIX CODES				LAB NOTES				
PLM / PCM / TEM	DTL	RUSH	PRIORITY	STANDARD	<small>PLM - PLM Short Report (EPA8000R-93116)</small> <small>TEM - AHERA (r/c or Quantified), Microasez (r/c or Quantified), Wipe (r/c or Quantified), NIOSH 7402, Yamate Level II, ISO 10312, ISO 13794, Certified, Drinking Water, Waste Water, Bulk +/-, CARB Modified Ahera</small> <small>PCM - 7402A, 7402B, OSHA</small> <small>DUST - Total, Respirable</small> <small>METALS - Arsenic, Lead Only (7082, 7420, Waste Water, Foodware), Multi Metals (7303, 8020A, 200.8, Waste Water, Foodware, OSHA ID-1255), pH (Liquid or Non-Liquid), T,CLP, RCRA, Scan, Welding Fume, Scan, F, all Metals Scan</small> <small>ORGANICS - Methylmercury, TSS</small> <small>VIABLES - Campylobacter, Bacillus, Salmonella (Culturable or 12), Listeria, Coliform, E. Coli, Staph. Aureus, Staph. Epidermidis, Staph. Saprophyticus, Enterococcus (r/c or Quantification), Legionella (P, NP, C)</small> <small>MEDICAL - Bioterrorism, LAL</small> <small>MOLD - Spore Trap, Bulk Mold, Petriplate Identification</small>	Air = A	Bulk = B	Dust = D	Food = F	Paint = P	Soil = S	Surface = SU	Swab = SW	Tape = T	Wipe = W	Laboratory Analysis Instructions
CHEMISTRY LABORATORY HOURS: Weekdays: 8am - 5pm				MICROBIOLOGY LABORATORY HOURS: Weekdays: 8am - 5pm				**ASTM E1792 approved wipe media only**								
Dust	RUSH	PRIORITY	STANDARD	*PRIOR NOTICE REQUIRED FOR SAME DAY TAT				Sample Volume (L) / Area	Length (or Aliquot) x Width (or Area per Aliquot)	Matrix Code	# of Containers	Dial Calibrated	Time Collected			
Metals	RUSH	PRIORITY	STANDARD													
Organics*	SAME DAY	RUSH	PRIORITY	STANDARD												
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.																
Special Instructions:																
Client Sample ID Number (Sample ID's must be unique)				ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO									
1	GA-STUC01-01	X								B						
2	GA-STUC01-02	X								B						
3	GA-STUC01-03	X								B						

EREI establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.
EREI will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Hadén Wilde	Date/Time: 07/12/2023 17:02:36	Sample Condition: Acceptable
Received By:	Jessica Parker	Date/Time: 07/12/2023 17:07:34	Carrier: Hand

ATTACHMENT 3

PHOTOGRAPHS

Senior Center:



Sample: GA-CM01-01
Result: None Detected



Sample: GA-CM02-01
Result: None Detected



Sample: GA-CM01-02
Result: None Detected



Sample: GA-CM02-01
Result: None Detected



Sample: GA-CM01-03
Result: None Detected



Sample: GA-CM03-01
Result: None Detected



Sample: GA-CM03-02
Result: None Detected



Sample: GA-VFT02-01
Result: None Detected



Sample: GA-VFT01-01
Result: None Detected



Sample: GA-VFT02-02
Result: None Detected



Sample: GA-VFT01-02
Result: None Detected



Sample: GA-VFT03-01
Result: None Detected 7% Chrysotile in black mastic



Sample: GA-VFT03-02
Result: None Detected 6% Chrysotile in black mastic



Sample: GA-VFT05-01
Result: None Detected 7% Chrysotile in black mastic



Sample: GA-VFT04-01
Result: None Detected



Sample: GA-VFT05-02
Result: None Detected



Sample: GA-VFT04-02
Result: None Detected



Sample: GA-CT01-01
Result: None Detected



Sample: GA-CT01-02
Result: None Detected



Sample: GA-CT02-02A
Result: None Detected



Sample: GA-CT02-01
Result: None Detected



Sample: GA-CBM01-01
Result: None Detected



Sample: GA-CT02-02
Result: None Detected



Sample: GA-CBM01-02
Result: None Detected



Sample: GA-CBM02-01
Result: None Detected



Sample: GA-CBM03-02
Result: None Detected



Sample: GA-CBM02-02
Result: None Detected



Sample: GA-CBM04-01
Result: None Detected



Sample: GA-CBM03-01
Result: None Detected



Sample: GA-CBM04-02
Result: None Detected



Sample: GA-RF01-01
Result: None Detected



Sample: GA-VFT06-02
Result: None Detected



Sample: GA-RF01-02
Result: None Detected



Sample: GA-EPOX01-01
Result: None Detected



Sample: GA-VFT06-01
Result: None Detected 8% Chrysotile in black mastic



Sample: GA-EPOX01-02
Result: None Detected



Sample: GA-CBM05-01
Result: None Detected



Sample: GA-VFT07-01
Result: None Detected



Sample: GA-CBM05-01A
Result: None Detected



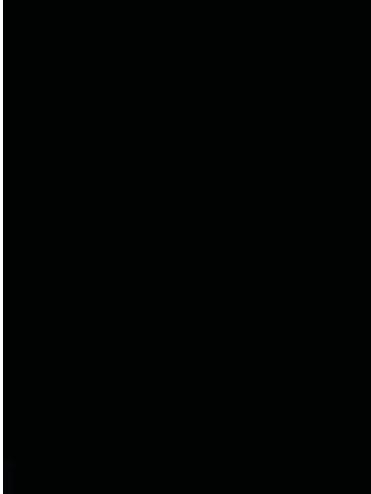
Sample: GA-VFT07-02
Result: None Detected



Sample: GA-CBM05-02
Result: None Detected



Sample: GA-VWF01-01
Result: None Detected



Sample: GA-VWF01-02
Result: None Detected



Sample: GA-TEX01-03
Result: None Detected



Sample: GA-TEX01-01
Result: None Detected



Sample: GA-TEX01-04
Result: None Detected



Sample: GA-TEX01-02
Result: None Detected



Sample: GA-TEX01-05
Result: None Detected



Sample: GA-TEX01-06
Result: None Detected



Sample: GA-WTM01-02
Result: None Detected



Sample: GA-TEX01-07
Result: None Detected



Sample: GA-FRPM01-01
Result: None Detected



Sample: GA-WTM01-01
Result: None Detected



Sample: GA-FRPM01-02
Result: None Detected



Sample: GA-WP01-01
Result: None Detected



Sample: GA-WP02-02A
Result: None Detected



Sample: GA-WP01-02
Result: None Detected



Sample: GA-WP02-02
Result: None Detected



Sample: GA-WP02-01
Result: None Detected



Sample: GA-CDW01-01
Result: None Detected



Sample: GA-CDW01-02
Result: None Detected



Sample: GA-LIP01-02
Result: None Detected



Sample: GA-CDW01-03
Result: None Detected



Sample: GA-LIP02-01
Result: None Detected



Sample: GA-CDW01-01
Result: None Detected



Sample: GA-LIP02-02
Result: None Detected



Sample: GA-LIP03-01
Result: None Detected



Sample: GA-CBM06-02
Result: None Detected



Sample: GA-LIP03-02
Result: None Detected



Sample: GA-CLK01-01
Result: None Detected



Sample: GA-CBM06-01
Result: None Detected



Sample: GA-CLK01-02
Result: None Detected



Sample: GA-CLK02-01
Result: None Detected



Sample: GA-CLK03-02
Result: None Detected



Sample: GA-CLK02-02
Result: None Detected



Sample: GA-CLK04-01
Result: None Detected



Sample: GA-CLK03-01
Result: None Detected



Sample: GA-CLK04-01A
Result: None Detected



Sample: GA-CLK04-02
Result: None Detected



Sample: GA-CLK06-01
Result: None Detected



Sample: GA-CLK05-01
Result: None Detected



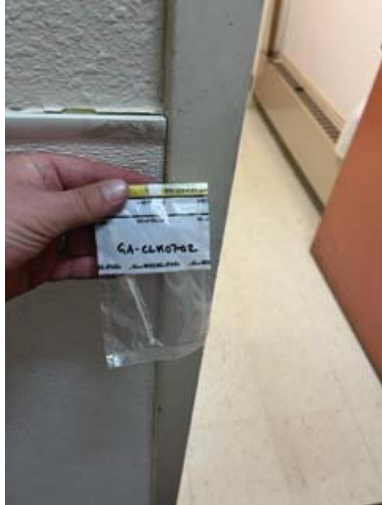
Sample: GA-CLK06-01
Result: None Detected



Sample: GA-CLK05-02
Result: None Detected



Sample: GA-CLK07-01
Result: None Detected



Sample: GA-CLK07-02
Result: None Detected



Sample: GA-CLK09-01
Result: None Detected



Sample: GA-CLK08-01
Result: None Detected



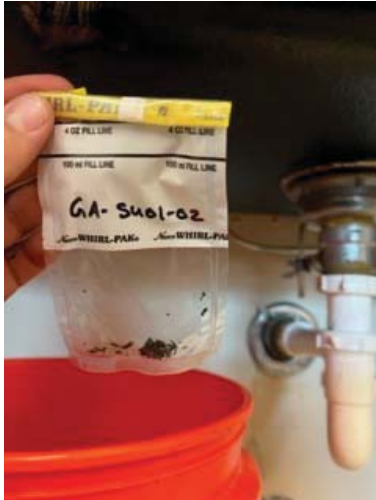
Sample: GA-CLK09-02
Result: None Detected



Sample: GA-CLK08-02
Result: None Detected



Sample: GA-SU01-01
Result: None Detected



Sample: GA-SU01-02
Result: None Detected



Sample: GA-TSI01-01
Result: None Detected



Sample: GA-MOR01-01
Result: None Detected



Sample: GA-TSI01-02
Result: None Detected



Sample: GA-MOR01-02
Result: None Detected



Sample: GA-TSI01-03
Result: None Detected



Sample: GA-TSI02-01
Result: None Detected



Sample: GA-TSI02-03
Result: None Detected



Sample: GA-TSI02-01A
Result: None Detected



Sample: GA-PIS01-01
Result: None Detected



Sample: GA-TSI02-02
Result: None Detected



Sample: GA-PIS01-02
Result: None Detected



Sample: GA-CDW02-01
Result: None Detected



Sample: GA-PP01-02
Result: None Detected



Sample: GA-CDW02-02
Result: None Detected



Sample: GA-PLST01-01
Result: None Detected



Sample: GA-PP01-01
Result: None Detected



Sample: GA-PLST01-02
Result: None Detected



Sample: GA-PLST01-03
Result: None Detected



Sample: GA-PLST01-06
Result: None Detected



Sample: GA-PLST01-04
Result: None Detected



Sample: GA-PLST01-07
Result: None Detected



Sample: GA-PLST01-05
Result: None Detected

Laundry:



Sample: GA-VFT08-01
Result: None Detected



Sample: GA-VFT08-02
Result: None Detected



Sample: GA-CBM07-01
Result: None Detected



Sample: GA-CBM07-02
Result: None Detected



Sample: GA-CBM02-02A
Result: None Detected



Sample: GA-TEX02-01
Result: None Detected



Sample: GA-TEX02-02
Result: None Detected



Sample: GA-TEX02-05
Result: None Detected



Sample: GA-TEX02-03
Result: None Detected



Sample: GA-CDW03-01
Result: None Detected



Sample: GA-TEX02-04
Result: None Detected



Sample: GA-CDW03-02
Result: None Detected



Sample: GA-EPOX03-01
Result: None Detected

Result: None Detected



Sample: GA-CLK10-02
Result: None Detected



Sample: GA-EPOX01-02
Result: None Detected



Sample: GA-CLK11-01
Result: None Detected



Sample: GA-CLK10-01



Sample: GA-CLK11-02

Result: None Detected

Unit 1510:



Sample: GA-VFT09-01

Result: None Detected



Sample: GA-VFT09-02

Result: None Detected



Sample: GA-CM04-01

Result: 10% Chrysotile in black mastic



Sample: GA-CM04-02

Result: None Detected



Sample: GA-CM05-01

Result: None Detected



Sample: GA-CM05-02

Result: 9% Chrysotile in black mastic



Sample: GA-CM05-02A

Result: 10% Chrysotile in black mastic



Sample: GA-CBM08-01

Result: None Detected



Sample: GA-CBM08-02

Result: None Detected



Sample: GA-CBM09-01

Result: None Detected



Sample: GA-CBM09-02

Result: None Detected



Sample: GA-TEX03-01

Result: None Detected



Sample: GA-TEX03-02
Result: None Detected

Result: None Detected



Sample: GA-TEX03-05
Result: None Detected



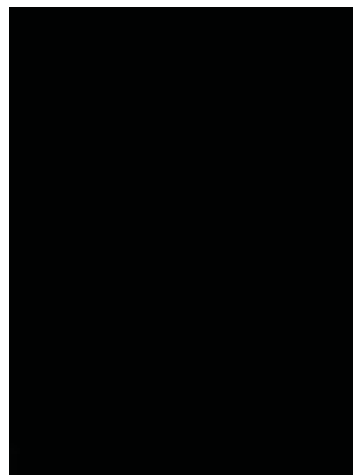
Sample: GA-TEX03-03
Result: None Detected



Sample: GA-TEX03-06
Result: None Detected



Sample: GA-TEX03-04



Sample: GA-TEX03-07
Result: None Detected



Sample: GA-CDW04-01
Result: None Detected

Result: None Detected



Sample: GA-LVL01-02
Result: None Detected



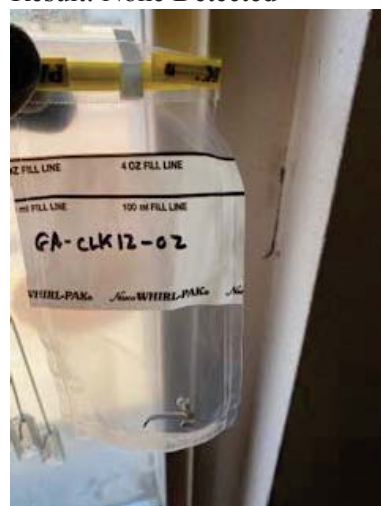
Sample: GA-CDW04-02
Result: None Detected



Sample: GA-CLK12-01
Result: None Detected



Sample: GA-LVL01-01



Sample: GA-CLK12-02

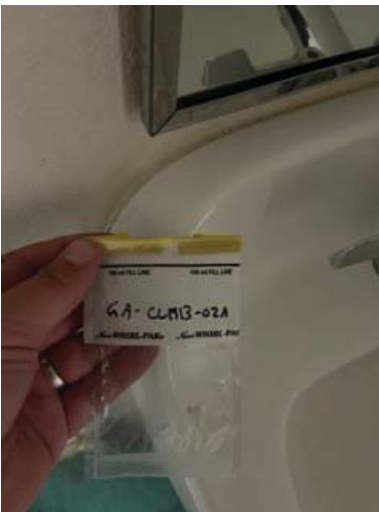
Result: None Detected



Sample: GA-CLK13-01
Result: None Detected



Sample: GA-CLK13-02
Result: None Detected



Sample: GA-CLK13-02A

Result: None Detected

Unit 1506:



Sample: GA-VFT10-01
Result: None Detected



Sample: GA-VFT10-02
Result: None Detected



Sample: GA-CM10-01

Result: None Detected



Sample: GA-CM10-02
Result: None Detected



Sample: GA-CM11-01
Result: None Detected



Sample: GA-CM11-02

Result: None Detected



Sample: GA-VFT11-01
Result: 5% Chrysotile in tile and 10% in black mastic

Result: None Detected



Sample: GA-VFT12-02
Result: None Detected



Sample: GA-VFT11-02
Result: 6% Chrysotile in tile and 10% in black mastic



Sample: GA-VFT13-01
Result: 9% Chrysotile in tile and trace in black mastic



Sample: GA-VFT12-01



Sample: GA-VFT13-02

Result: 9% Chrysotile in tile and trace in black mastic



Sample: GA-LVL02-01
Result: None Detected



Sample: GA-LVL02-02
Result: None Detected



Sample: GA-CBM10-01
Result: None Detected



Sample: GA-CBM10-02
Result: None Detected



Sample: GA-CBM11-01
Result: None Detected



Sample: GA-CBM11-02
Result: None Detected



Sample: GA-CBM12-02
Result: None Detected



Sample: GA-CBM12-01
Result: None Detected



Sample: GA-TEX04-01
Result: None Detected



Sample: GA-CBM12-01A
Result: None Detected



Sample: GA-TEX04-02
Result: None Detected



Sample: GA-TEX04-03
Result: None Detected



Sample: GA-TEX05-01
Result: None Detected



Sample: GA-TEX04-04
Result: None Detected



Sample: GA-TEX05-02
Result: None Detected



Sample: GA-TEX04-05
Result: None Detected



Sample: GA-TEX05-03
Result: None Detected



Sample: GA-TEX05-04
Result: None Detected



Sample: GA-TEX06-02
Result: None Detected



Sample: GA-TEX05-05
Result: None Detected



Sample: GA-TEX06-03
Result: None Detected



Sample: GA-TEX06-01
Result: None Detected



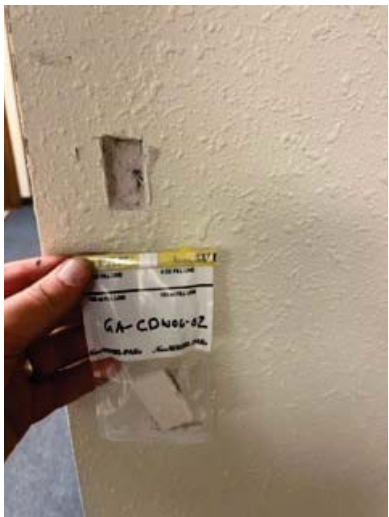
Sample: GA-CDW05-01
Result: None Detected



Sample: GA-CDW05-02
Result: None Detected



Sample: GA-CDW06-01
Result: None Detected



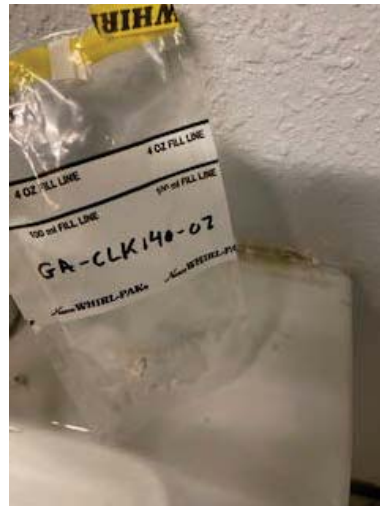
Sample: GA-CDW06-02
Result: None Detected



Sample: GA-CLK14-01
Result: None Detected



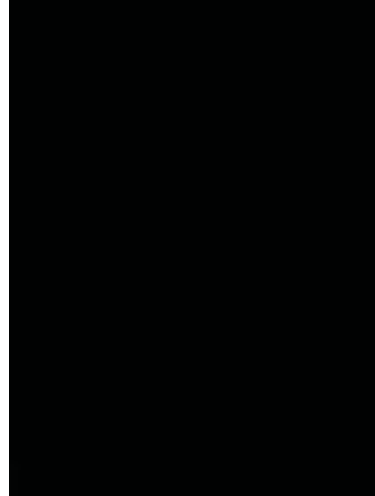
Sample: GA-CLK14-01A
Result: None Detected



Sample: GA-CLK14-02
Result: None Detected



Sample: GA-CLK15-01
Result: None Detected



Sample: GA-SU02-02
Result: None Detected



Sample: GA-CLK15-02
Result: None Detected



Sample: GA-SU02-01
Result: None Detected

Result: None Detected



Sample: GA-CBM12-03

Result: None Detected

Unit 1502:



Sample: GA-CM11-03

Result: None Detected



Sample: GA-VFT10-03

Result: None Detected



Sample: GA-CBM11-03



Sample: GA-TEX03-08

Result: None Detected



Sample: GA-TEX03-09
Result: None Detected



Sample: GA-CBM13-02
Result: None Detected



Sample: GA-CDW04-03
Result: None Detected



Sample: GA-TEX07-01
Result: None Detected



Sample: GA-CBM13-01
Result: None Detected



Sample: GA-TEX07-02
Result: None Detected



Sample: GA-TEX07-03
Result: None Detected

Result: None Detected



Sample: GA-TEX07-05A
Result: None Detected



Sample: GA-TEX07-04
Result: None Detected



Sample: GA-CLK15-01
Result: 2% Chrysotile



Sample: GA-TEX07-05



Sample: GA-CLK15-02

Result: None Detected



Sample: GA-CDW07-01
Result: None Detected



Sample: GA-CDW07-02
Result: None Detected

Sample: GA-CM12-02
Result: None Detected



Sample: GA-VFT11-01
Result: None Detected



Sample: GA-VFT11-02
Result: None Detected

Unit 1444:



Sample: GA-CM12-01
Result: None Detected



Sample: GA-CBM14-01

Result: None Detected



Sample: GA-CBM14-02
Result: None Detected

Result: None Detected



Sample: GA-CM14-01
Result: None Detected



Sample: GA-CM13-01
Result: None Detected



Sample: GA-CM14-02
Result: None Detected



Sample: GA-CM13-02



Sample: GA-VFT12-01

Result: None Detected



Sample: GA-VFT12-02
Result: None Detected

Result: None Detected



Sample: GA-VFT13-02
Result: None Detected



Sample: GA-VFT13-01
Result: None Detected



Sample: GA-CBM15-01
Result: None Detected



Sample: GA-VFT13-01A



Sample: GA-CBM15-02
Result: None Detected



Sample: GA-CBM16-01
Result: None Detected



Sample: GA-CBM16-02
Result: None Detected



Sample: GA-EPOX03-01
Result: None Detected



Sample: GA-EPOX03-02
Result: None Detected



Sample: GA-TEX08-01
Result: None Detected



Sample: GA-TEX08-02
Result: None Detected



Sample: GA-FRPM07-01
Result: None Detected



Sample: GA-TEX08-03
Result: None Detected



Sample: GA-CDW08-01
Result: None Detected



Sample: GA-WP03-01
Result: None Detected

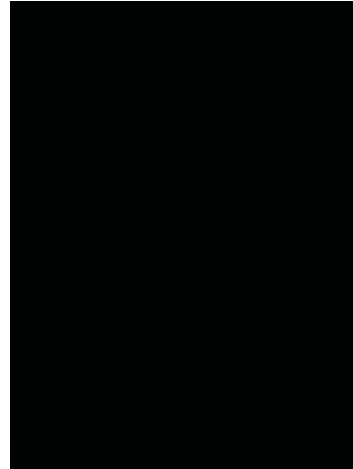


Sample: GA-CLK16-01

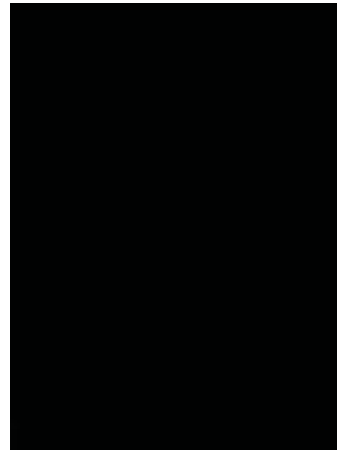
Result: None Detected



Sample: GA-CLK16-02
Result: None Detected



Sample: GA-VFT16-01
Result: None Detected



Sample: GA-VFT16-02
Result: None Detected

Unit 1442 (Coffee Shop):



Sample: GA-VWF02-01
Result: None Detected



Sample: GA-VVF02-01A
Result: None Detected



Sample: GA-CBM17-02
Result: None Detected



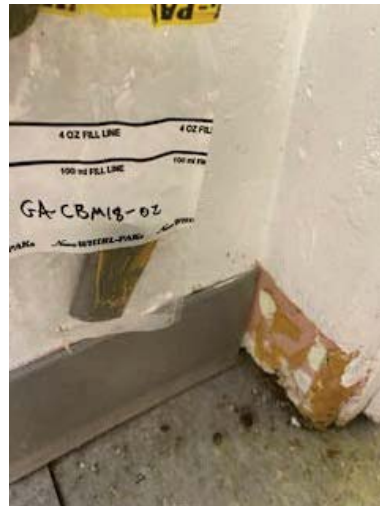
Sample: GA-VVF02-02
Result: None Detected



Sample: GA-CBM18-01
Result: None Detected



Sample: GA-CBM17-01
Result



Sample: GA-CBM18-02
Result



Sample: GA-MST01-01
Result: None Detected



Sample: GA-MST02-02
Result: None Detected



Sample: GA-MST01-02
Result: None Detected



Sample: GA-TEX09-01
Result: None Detected



Sample: GA-MST02-01
Result: None Detected



Sample: GA-TEX09-02
Result: None Detected



Sample: GA-TEX09-03
Result: None Detected



Sample: GA-WTM02-02
Result: None Detected



Sample: GA-CDW09-01
Result: None Detected



Sample: GA-WTM02-01
Result: None Detected

Unit 1446:



Sample: GA-VWF02-03
Result: None Detected



Sample: GA-CBM19-01
Result: None Detected



Sample: GA-CBM19-02
Result: None Detected



Sample: GA-TEX10-01
Result: None Detected



Sample: GA-CDW10-01
Result: None Detected



Sample: GA-TEX10-02
Result: None Detected



Sample: GA-VSF01-01
Result: None Detected



Sample: GA-TEX10-03
Result: None Detected



Sample: GA-VSF01-02
Result: None Detected



Sample: GA-VSF02-01
Result: 20% Chrysotile in backing



Sample: GA-VSF02-02
Result: 20% Chrysotile in backing

Unit 1504:



Sample: GA-CM11-04
Result: None Detected



Sample: GA-VFT12-03
Result: None Detected



Sample: GA-VFT12-04
Result: 10% Chrysotile in tile



Sample: GA-VFT10-04
Result: None Detected



Sample: GA-TEX05-07
Result: None Detected



Sample: GA-CBM10-03
Result: None Detected



Sample: GA-TEX11-01
Result: None Detected



Sample: GA-TEX05-06
Result: None Detected



Sample: GA-TEX11-02
Result: None Detected

Senior Center Maintenance (shop):



Sample: GA-TEX11-03
Result: None Detected



Sample: GA-VFT17-01
Result: 6% Chrysotile in black mastic



Sample: GA-TEX11-03A
Result: None Detected



Sample: GA-VFT17-02
Result: 7% Chrysotile in black mastic



Sample: GA-CDW06-03
Result: None Detected



Sample: GA-VFT18-01
Result: None Detected



Sample: GA-VFT18-02
Result: None Detected



Sample: GA-CBM21-01
Result: None Detected



Sample: GA-CBM20-01
Result: None Detected



Sample: GA-CBM21-02
Result: None Detected



Sample: GA-CBM20-02
Result: None Detected



Sample: GA-WP04-01
Result: None Detected



Sample: GA-WP04-02
Result: None Detected



Sample: GA-WP06-01
Result: None Detected



Sample: GA-WP05-01
Result: None Detected



Sample: GA-WP06-02
Result: None Detected



Sample: GA-WP05-02
Result: None Detected



Sample: GA-CMUBF01-01
Result: None Detected



Sample: GA-CMUBF01-02
Result: None Detected



Sample: GA-TEX12-01A
Result: None Detected



Sample: GA-CMUBF01-03
Result: None Detected



Sample: GA-TEX12-02
Result: None Detected



Sample: GA-TEX12-01
Result: None Detected



Sample: GA-TEX12-03
Result: None Detected



Sample: GA-CDW11-01
Result: None Detected



Sample: GA-LIP14-02
Result: None Detected



Sample: GA-CDW11-02
Result: None Detected



Sample: GA-LIP14-01
Result: None Detected

Unit 1440:



Sample: GA-CM15-01
Result: None Detected



Sample: GA-CM15-02
Result: None Detected



Sample: GA-VFT19-01
Result: None Detected



Sample: GA-CBM22-01
Result: None Detected



Sample: GA-TEX13-02
Result: None Detected



Sample: GA-CBM22-02
Result: None Detected



Sample: GA-TEX13-03
Result: None Detected



Sample: GA-TEX13-01
Result: None Detected



Sample: GA-TEX13-04
Result: None Detected



Sample: GA-TEX13-05
Result: None Detected



Sample: GA-WG01-02A
Result: None Detected



Sample: GA-WG01-01
Result: None Detected



Sample: GA-CDW12-01
Result: None Detected



Sample: GA-WG01-02
Result: None Detected



Sample: GA-CDW12-02
Result: None Detected

Unit 1443:



Sample: GA-VFT20-01
Result: None Detected



Sample: GA-VFT20-02
Result: None Detected



Sample: GA-VFT21-01
Result: None Detected



Sample: GA-VFT21-02
Result: None Detected



Sample: GA-VFT23-01
Result: 10% Chrysotile in tile



Sample: GA-VFT22-01
Result: 12% Chrysotile in tile



Sample: GA-VFT23-02
Result: 10% Chrysotile in tile



Sample: GA-VFT22-02
Result: 12% Chrysotile in tile



Sample: GA-CM16-01
Result: None Detected



Sample: GA-CM16-02
Result: None Detected



Sample: GA-LVL03-01
Result: None Detected



Sample: GA-CM17-01
Result: None Detected



Sample: GA-LVL03-02
Result: None Detected



Sample: GA-CM17-02
Result: None Detected



Sample: GA-CBM23-01
Result: None Detected



Sample: GA-CBM23-02
Result: None Detected



Sample: GA-CBM24-02
Result: None Detected



Sample: GA-CBM24-01
Result: None Detected



Sample: GA-CBM25-01
Result: None Detected



Sample: GA-CBM24-01A
Result: None Detected



Sample: GA-CBM25-02
Result: None Detected



Sample: GA-CBM26-01
Result: None Detected



Sample: GA-VSF03-02
Result: None Detected



Sample: GA-CBM26-02
Result: None Detected



Sample: GA-TEX14-01
Result: None Detected



Sample: GA-VSF03-01
Result: None Detected



Sample: GA-TEX14-02
Result: None Detected



Sample: GA-TEX14-03
Result: None Detected



Sample: GA-TEX14-06
Result: None Detected



Sample: GA-TEX14-04
Result: None Detected



Sample: GA-TEX14-07
Result: None Detected



Sample: GA-TEX14-05
Result: None Detected



Sample: GA-TEX15-01
Result: None Detected



Sample: GA-TEX15-02
Result: None Detected



Sample: GA-WG02-02A
Result: None Detected



Sample: GA-TEX15-03
Result: None Detected



Sample: GA-CLK17-01
Result: None Detected



Sample: GA-WG02-01
Result: None Detected



Sample: GA-CLK17-02
Result: None Detected



Sample: GA-CLK18-01
Result: None Detected



Sample: GA-LIP05-02
Result: None Detected



Sample: GA-CLK18-02
Result: None Detected



Sample: GA-LIP06-01
Result: None Detected



Sample: GA-LIP05-01
Result: None Detected



Sample: GA-LIP06-02
Result: None Detected

Unit 1443/1444 Attic:



Sample: GA-CDW13-01
Result: None Detected



Sample: GA-CDW13-02
Result: None Detected



Sample: GA-DM01-01
Result: None Detected



Sample: GA-DM01-02
Result: None Detected



Sample: GA-TAR01-01
Result: None Detected



Sample: GA-DM02-01
Result: None Detected



Sample: GA-TAR01-02
Result: None Detected



Sample: GA-DW02-02
Result: None Detected



Sample: GA-VD01-01
Result: None Detected



Sample: GA-VD01-02
Result: None Detected

Unit 1412:



Sample: GA-CM18-01
Result: None Detected



Sample: GA-CM18-01A
Result: None Detected



Sample: GA-CM18-02
Result: None Detected



Sample: GA-VWF03-01
Result: None Detected



Sample: GA-CBM27-02
Result: None Detected



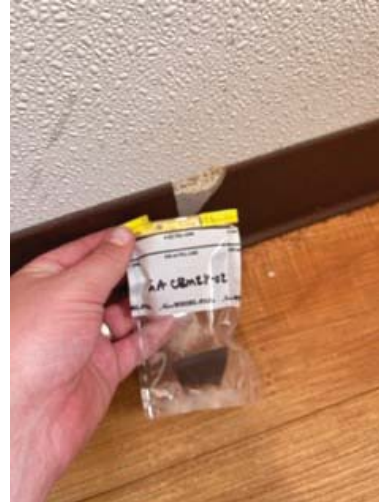
Sample: GA-VWF03-02
Result: None Detected



Sample: GA-CBM28-01
Result: None Detected



Sample: GA-CBM27-01
Result: None Detected



Sample: GA-CBM28-02
Result: None Detected



Sample: GA-EPOX05-01
Result: None Detected



Sample: GA-FRPM03-02
Result: None Detected



Sample: GA-EPOX05-02
Result: None Detected



Sample: GA-TEX16-01
Result: None Detected



Sample: GA-FRPM03-01
Result: None Detected



Sample: GA-TEX16-02
Result: None Detected



Sample: GA-TEX16-03
Result: None Detected



Sample: GA-BF01-01
Result: None Detected



Sample: GA-TEX16-04
Result: None Detected



Sample: GA-BF01-02
Result: None Detected



Sample: GA-TEX16-05
Result: None Detected



Sample: GA-BF01-03
Result: None Detected



Sample: GA-BF01-3A
Result: None Detected



Sample: GA-LIP07-01
Result: None Detected



Sample: GA-CLK19-01
Result: None Detected



Sample: GA-LIP07-02
Result: None Detected



Sample: GA-CLK19-02
Result: None Detected



Sample: GA-LIP08-01
Result: None Detected

Unit 1430 (Skills Academy):



Sample: GA-LIP08-02
Result: None Detected



Sample: GA-VFT24-01
Result: None Detected



Sample: GA-CDW14-01
Result: None Detected



Sample: GA-VFT24-02
Result: None Detected



Sample: GA-CDW14-02
Result: None Detected



Sample: GA-VFT24-03
Result: None Detected



Sample: GA-VFT24-04
Result: None Detected



Sample: GA-VSF04-01
Result: None Detected



Sample: GA-CT04-01
Result: None Detected



Sample: GA-VSF04-02
Result: None Detected



Sample: GA-CT04-02
Result: None Detected



Sample: GA-CT05-01
Result: None Detected



Sample: GA-CT05-02
Result: None Detected



Sample: GA-VFT25-02
Result: None Detected



Sample: GA-VFT25-01
Result: None Detected



Sample: GA-VFT26-01
Result: 7% Chrysotile in tile



Sample: GA-VFT25-01A
Result: None Detected



Sample: GA-VFT26-02
Result: 7% Chrysotile in tile



Sample: GA-VFT27-01
Result: 4% Chrysotile in tile



Sample: GA-VFT28-02
Result: None Detected



Sample: GA-VFT27-02
Result: 4% Chrysotile in tile



Sample: GA-VFT29-01
Result: 7% Chrysotile in tile



Sample: GA-VFT28-01
Result: None Detected



Sample: GA-VFT29-02
Result: 7% Chrysotile in tile



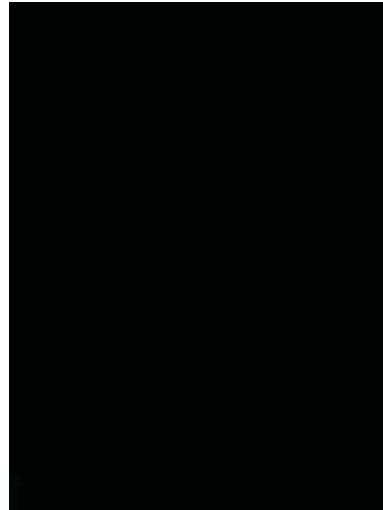
Sample: GA-CM19-01
Result: None Detected



Sample: GA-CBM29-02
Result: None Detected



Sample: GA-CM19-02
Result: None Detected



Sample: GA-CBM29-03
Result: None Detected



Sample: GA-CBM29-01
Result: None Detected



Sample: GA-TEX14-08
Result: None Detected



Sample: GA-TEX14-09
Result: None Detected



Sample: GA-TEX17-03
Result: None Detected



Sample: GA-TEX17-01
Result: None Detected



Sample: GA-TEX17-04
Result: None Detected



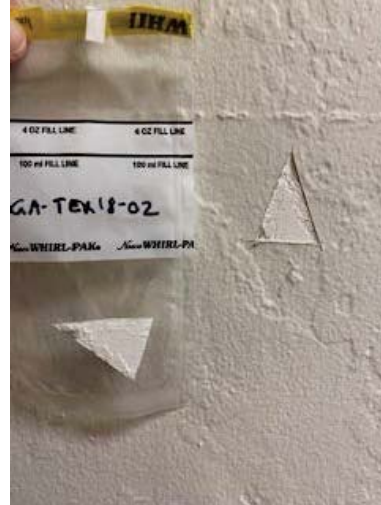
Sample: GA-TEX17-02
Result: None Detected



Sample: GA-TEX17-05
Result: None Detected



Sample: GA-TEX17-06
Result: None Detected



Sample: GA-TEX18-02
Result: None Detected



Sample: GA-TEX17-07
Result: None Detected



Sample: GA-TEX18-03
Result: None Detected



Sample: GA-TEX18-01
Result: None Detected



Sample: GA-MST04-01
Result: None Detected



Sample: GA-MST04-02
Result: None Detected



Sample: GA-WTM03-01
Result: None Detected



Sample: GA-MST05-01
Result: None Detected



Sample: GA-WTM03-02
Result: None Detected



Sample: GA-MST05-02
Result: None Detected



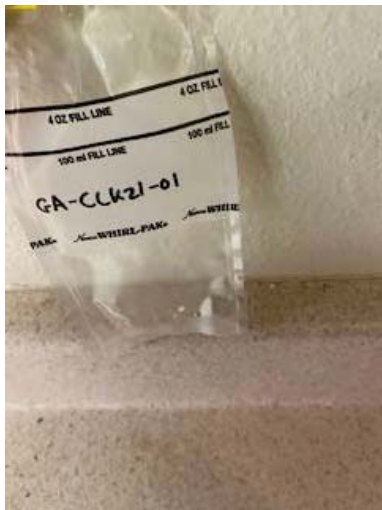
Sample: GA-CLK20-01
Result: None Detected



Sample: GA-CLK20-02
Result: None Detected



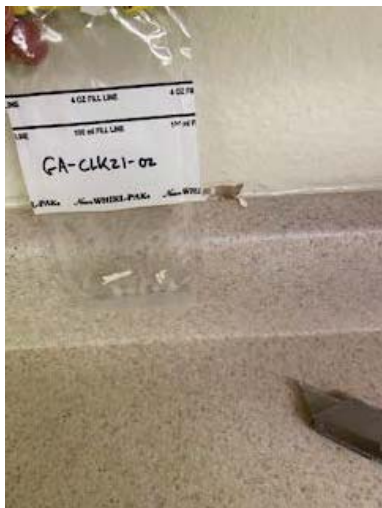
Sample: GA-CLK22-01
Result: None Detected



Sample: GA-CLK21-01
Result: None Detected



Sample: GA-CLK22-02
Result: None Detected



Sample: GA-CLK21-02
Result: None Detected



Sample: GA-WG03-01
Result: None Detected



Sample: GA-WG03-01A
Result: None Detected



Sample: GA-SU03-02
Result: None Detected



Sample: GA-WG03-02
Result: None Detected



Sample: GA-LIP09-01
Result: None Detected



Sample: GA-SU03-01
Result: None Detected



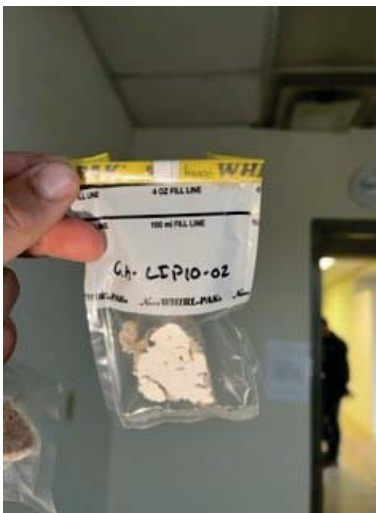
Sample: GA-LIP09-02
Result: None Detected



Sample: GA-LIP10-01
Result: None Detected



Sample: GA-MST06-02
Result: None Detected



Sample: GA-LIP10-02
Result: None Detected



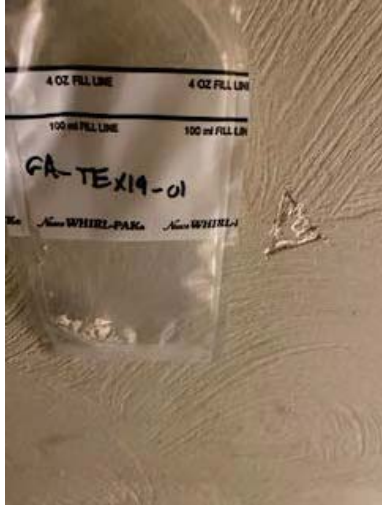
Sample: GA-CDW15-01
Result: None Detected



Sample: GA-MST06-01
Result: None Detected



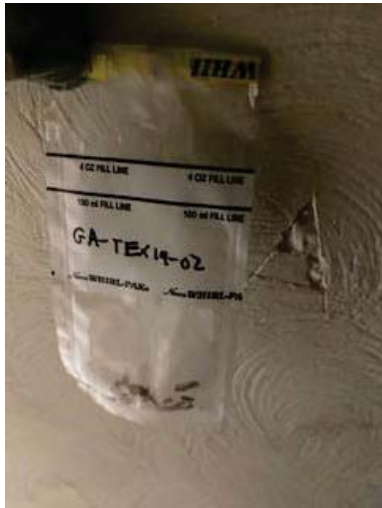
Sample: GA-CDW15-02
Result: None Detected



Sample: GA-TEX19-01
Result: None Detected



Sample: GA-CLK23-01
Result: None Detected



Sample: GA-TEX19-02
Result: None Detected



Sample: GA-CLK23-02
Result: None Detected



Sample: GA-TEX19-03
Result: None Detected



Sample: GA-VSF05-01
Result: None Detected



Sample: GA-VSF05-02
Result: None Detected



Sample: GA-FMST01-02
Result: None Detected



Sample: GA-FMST01-01
Result: None Detected



Sample: GA-MST07-01
Result: None Detected



Sample: GA-FMST01-01A
Result: None Detected



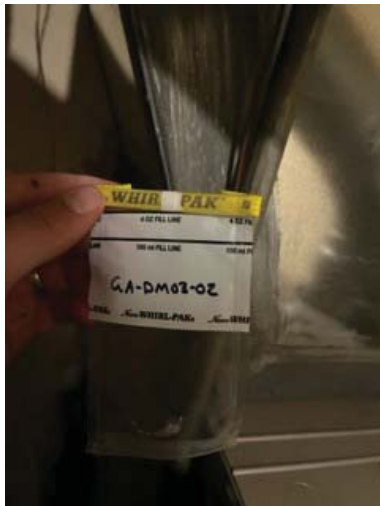
Sample: GA-VMST07-02
Result: None Detected



Sample: GA-DM03-01
Result: None Detected



Sample: GA-SU04-02
Result: 5% Chrysotile



Sample: GA-DM03-02
Result: None Detected



Sample: GA-CLK24-01
Result: None Detected



Sample: GA-SU04-01
Result: 5% Chrysotile



Sample: GA-CLK24-02
Result: None Detected



Sample: GA-PLST02-01
Result: None Detected



Sample: GA-PLST02-04
Result: None Detected



Sample: GA-PLST02-02
Result: None Detected



Sample: GA-PLST02-05
Result: None Detected



Sample: GA-PLST02-03
Result: None Detected

Unit 1438:



Sample: GA-VFT25-03
Result: None Detected



Sample: GA-TEX17-08
Result: None Detected



Sample: GA-TEX17-09
Result: None Detected



Sample: GA-TEX20-01
Result: None Detected



Sample: GA-TEX20-04
Result: None Detected



Sample: GA-TEX20-02
Result: None Detected



Sample: GA-TEX20-05
Result: None Detected



Sample: GA-TEX20-03
Result: None Detected



Sample: GA-PLST03-01
Result: 2% Chrysotile in white compound

Unit 1524:



Sample: GA-CM20-01
Result: None Detected



Sample: GA-CM20-02
Result: None Detected



Sample: GA-VSF06-01
Result: None Detected



Sample: GA-VSF06-02
Result: None Detected



Sample: GA-TEX21-01
Result: None Detected



Sample: GA-CBM30-01
Result: None Detected



Sample: GA-TEX21-02
Result: None Detected



Sample: GA-CBM30-02
Result: None Detected



Sample: GA-TEX21-03
Result: None Detected



Sample: GA-TEX21-04
Result: None Detected



Sample: GA-CDW16-02
Result: None Detected



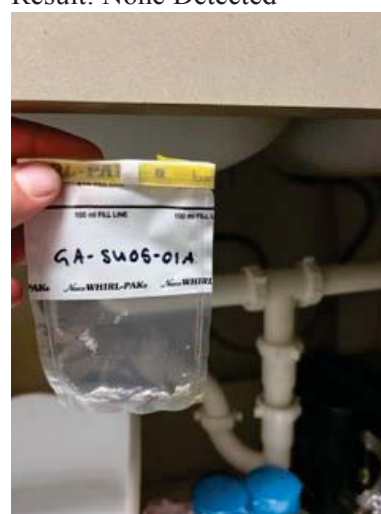
Sample: GA-TEX21-05
Result: None Detected



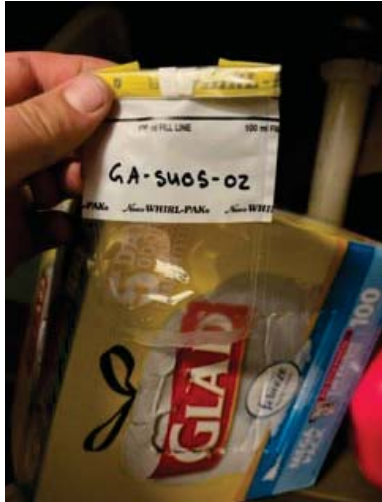
Sample: GA-SU05-01
Result: None Detected



Sample: GA-CDW16-01
Result: None Detected



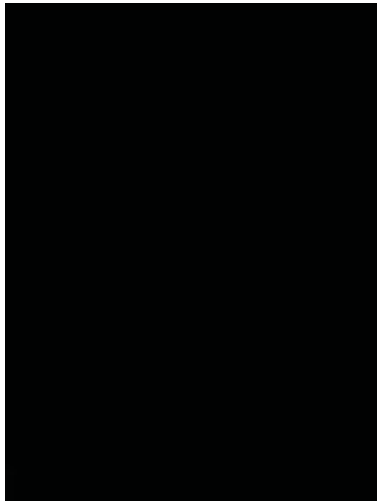
Sample: GA-SU05-01A
Result: None Detected



Sample: GA-SU05-02
Result: None Detected



Sample: GA-CLK25-01
Result: None Detected



Sample: GA-VFT30-01
Result: 10% Chrysotile in tile



Sample: GA-CLK25-02
Result: None Detected



Sample: GA-VFT30-02
Result: 10% Chrysotile in tile

Unit 1438:



Sample: GA-VFT31-01
Result: None Detected



Sample: GA-VFT31-02
Result: None Detected



Sample: GA-VFT32-02
Result: 4% Chrysotile in tile



Sample: GA-VFT32-02
Result: 4% Chrysotile in tile



Sample: GA-CM21-02
Result: None Detected



Sample: GA-VFT20-03
Result: None Detected



Sample: GA-CBM31-02
Result: None Detected



Sample: GA-CM21-01
Result: None Detected



Sample: GA-TEX15-04
Result: None Detected



Sample: GA-TEX15-05
Result: None Detected



Sample: GA-MST08-01
Result: None Detected



Sample: GA-TEX15-06
Result: None Detected



Sample: GA-MST08-02
Result: None Detected



Sample: GA-TEX15-07
Result: None Detected



Sample: GA-MST09-01
Result: None Detected



Sample: GA-MST09-02
Result: None Detected



Sample: GA-WP08-01
Result: None Detected



Sample: GA-WP07-01
Result: None Detected



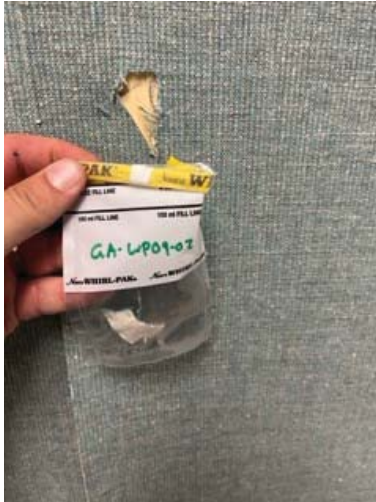
Sample: GA-WP08-02
Result: None Detected



Sample: GA-WP07-02
Result: None Detected



Sample: GA-WP09-01
Result: None Detected



Sample: GA-WP09-02
Result: None Detected



Sample: GA-SU08-01
Result: None Detected



Sample: GA-SU07-01
Result: None Detected



Sample: GA-SU08-02
Result: None Detected



Sample: GA-SU07-02
Result: None Detected



Sample: GA-CDW17-01
Result: None Detected



Sample: GA-CDW17-02
Result: None Detected



Sample: GA-VSF07-01
Result: None Detected



Sample: GA-VSF07-02
Result: None Detected

Laundry (Continued):



Sample: GA-PLST04-01
Result: None Detected



Sample: GA-PLST04-03
Result: None Detected



Sample: GA-PLST04-02
Result: None Detected

Unit 1438 (Continued):



Sample: GA-VFT33-01
Result: None Detected



Sample: GA-CT07-02
Result: None Detected



Sample: GA-VFT33-02
Result: None Detected



Sample: GA-WTM04-01
Result: None Detected



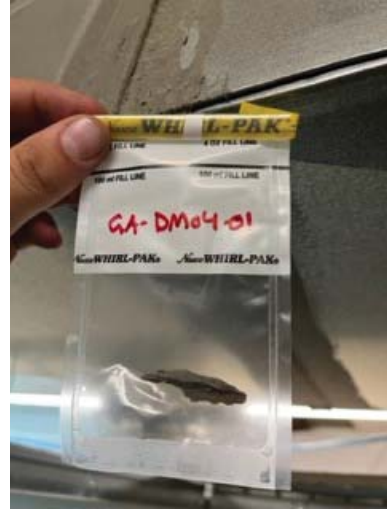
Sample: GA-CT07-01
Result: None Detected



Sample: GA-WTM04-02
Result: None Detected



Sample: GA-TEX22-01
Result: None Detected



Sample: GA-DM04-01
Result: None Detected



Sample: GA-TEX22-02
Result: None Detected



Sample: GA-DM04-02
Result: None Detected



Sample: GA-TEX22-03
Result: None Detected



Sample: GA-CDW18-01
Result: None Detected



Sample: GA-CDW18-02
Result: None Detected



Sample: GA-LIP12-01
Result: None Detected



Sample: GA-LIP12-02
Result: None Detected

Unit 1440 (Continued):



Sample: GA-LIP12-03
Result: None Detected



Sample: GA-PLST03-04
Result: None Detected



Sample: GA-PLST03-02
Result: None Detected



Sample: GA-PLST02-03
Result: None Detected

Unit 1444 (Continued):



Sample: GA-LIP14-01
Result: None Detected



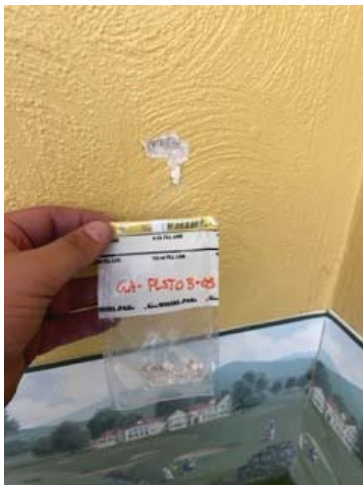
Sample: GA-PLST03-06
Result: None Detected



Sample: GA-LIP14-02
Result: None Detected.



Sample: GA-PLST03-07
Result: None Detected



Sample: GA-PLST03-05
Result: None Detected

Unit 1502 (Continued):



Sample: GA-LIP15-01
Result: None Detected



Sample: GA-MST10-02
Result: None Detected



Sample: GA-LIP15-02
Result: None Detected



Sample: GA-MST10-01
Result: None Detected

Unit 1510 (Continued):



Sample: GA-LIP16-01
Result: None Detected



Sample: GA-LIP16-02
Result: None Detected



Sample: GA-MST10-03
Result: None Detected

Pet Store:



Sample: GA-VSF08-01
Result: None Detected



Sample: GA-VSF09-02
Result: None Detected



Sample: GA-VSF08-02
Result: None Detected



Sample: GA-VWF04-01
Result: None Detected



Sample: GA-VSF09-01
Result: None Detected



Sample: GA-VWF04-02
Result: None Detected



Sample: GA-VSF10-01
Result: None Detected



Sample: GA-VFT34-02
Result: 3% Chrysotile in tile



Sample: GA-VSF10-02
Result: None Detected



Sample: GA-VFT35-01
Result: 6% Chrysotile in tile



Sample: GA-VFT34-01
Result: None Detected



Sample: GA-VFT35-02
Result: 7% Chrysotile in tile



Sample: GA-CBM32-01
Result: None Detected



Sample: GA-CBM33-02
Result: None Detected



Sample: GA-CBM32-02
Result: None Detected



Sample: GA-TEX23-01
Result: None Detected



Sample: GA-CBM33-01
Result: None Detected



Sample: GA-TEX23-02
Result: None Detected



Sample: GA-TEX23-03
Result: None Detected



Sample: GA-CDW19-01
Result: None Detected



Sample: GA-TEX23-04
Result: None Detected



Sample: GA-CDW19-02
Result: None Detected



Sample: GA-TEX23-05
Result: None Detected



Sample: GA-CMUBF02-01
Result: None Detected



Sample: GA-CMUBF02-02
Result: None Detected



Sample: GA-PLST05-02
Result: None Detected



Sample: GA-CMUBF02-03
Result: None Detected



Sample: GA-PLST05-03
Result: None Detected



Sample: GA-PLST05-01
Result: None Detected



Sample: GA-LIP17-01
Result: None Detected



Sample: GA-LIP17-02
Result: None Detected



Sample: GA-MOR02-01
Result: None Detected



Sample: GA-MOR02-02
Result: None Detected

Exterior:



Sample: GA-GYP01-01
Result: None Detected



Sample: GA-GYP01-02
Result: None Detected



Sample: GA-CMUBF03-01
Result: None Detected



Sample: GA-CMUBF03-02
Result: None Detected



Sample: GA-CMUBF03-03
Result: None Detected



Sample: GA-CMUBF03-04
Result: None Detected



Sample: GA-CMUBF03-05
Result: None Detected



Sample: GA-STU01-03
Result: None Detected



Sample: GA-STU01-01
Result: None Detected



Sample: GA-STU01-04
Result: None Detected



Sample: GA-STU01-02
Result: None Detected



Sample: GA-STU01-05
Result: None Detected



Sample: GA-GYP02-01
Result: None Detected



Sample: GA-STU02-02
Result: None Detected



Sample: GA-GYP02-02
Result: None Detected



Sample: GA-STU02-04
Result: 2% Chrysotile



Sample: GA-STU02-01
Result: None Detected



Sample: GA-STU02-04
Result: 2% Chrysotile



Sample: GA-STU02-05
Result: 4% Chrysotile



Sample: GA-STU03-01
Result: None Detected



Sample: GA-STU02-06
Result: 4% Chrysotile



Sample: GA-STU03-02
Result: None Detected



Sample: GA-STU02-07
Result: 4% Chrysotile



Sample: GA-STU03-03
Result: None Detected



Sample: GA-STU03-04
Result: None Detected



Sample: GA-STU03-07
Result: None Detected



Sample: GA-STU03-05
Result: None Detected



Sample: GA-CLK26-01
Result: None Detected



Sample: GA-STU03-06
Result: None Detected



Sample: GA-CLK26-02
Result: None Detected



Sample: GA-CLK26-03
Result: None Detected



Sample: GA-MOR03-01
Result: None Detected



Sample: GA-WG03-01
Result: None Detected



Sample: GA-MOR03-02
Result: None Detected



Sample: GA-WG03-02
Result: Trace Chrysotile



Sample: GA-TNS01-01
Result: None Detected



Sample: GA-TNS01-02
Result: None Detected



Sample: GA-STUC01-03
Result: None Detected



Sample: GA-STUC01-01
Result: None Detected



Sample: GA-STUC01-02
Result: None Detected

Roof:



Sample: GA-RFM01-01
Result: None Detected



Sample: GA-RFM01-02
Result: None Detected



Sample: GA-RFM01-03
Result: None Detected



Sample: GA-RFL01-03
Result: None Detected



Sample: GA-RFL01-01
Result: None Detected



Sample: GA-SLVP01-01
Result: None Detected



Sample: GA-RFL01-02
Result: 60% Chrysotile in brown felt



Sample: GA-SLVP01-02
Result: None Detected



Sample: GA-RCLK01-01
Result: None Detected



Sample: GA-RCLK01-02
Result: None Detected



Sample: GA-SNG01-01
Result: None Detected



Sample: GA-SNG01-02
Result: None Detected



Sample: GA-SNG02-01
Result: None Detected



Sample: GA-SNG02-02
Result: None Detected



Sample: GA-RTAR01-01
Result: None Detected



Sample: GA-RTAR01-02
Result: None Detected



Sample: GA-RTAR02-01
Result: None Detected



Sample: GA-RTAR02-02
Result: None Detected



Sample: GA-EPDM01-01
Result: None Detected



Sample: GA-EPDM01-02
Result: None Detected



SCHEDULE E – CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS

1. EQUAL EMPLOYMENT OPPORTUNITY

To view the City of Colorado Springs EEOP (Equal Employment Opportunity Plan) Utilization Report, the link is www.coloradosprings.gov/eeop.

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

I. Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

J. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

K. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

2. EQUAL EMPLOYMENT OPPORTUNITY REPORTS AND OTHER REQUIRED INFORMATION

A. Requirements for prime contractors and subcontractors.

1. Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with § 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

2. Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with § 60-1.7(a)(1), or at such other intervals as the Deputy Assistant

Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

3. The Deputy Assistant Secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Deputy Assistant Secretary or the applicant deems necessary for the administration of the order.

4. Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is ground for the imposition by the Deputy Assistant Secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

B. Requirements for bidders or prospective contractors—

1. Certification of compliance with Part 60-2: Affirmative Action Programs. Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

2. Additional information. A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

C. Use of reports. Reports filed pursuant to this section shall be used only in connection with the administration of the order, the Civil Rights Act of 1964, or in furtherance of the purposes of the order and said Act.[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

3. CONSTRUCTION WAGE RATE REQUIREMENTS (DAVIS BACON) (From FAR 52.222-6)

The term "Contracting Officer" herein shall refer to the City of Colorado Springs Contracting Specialist assigned to this contract.

A. Definition.-"Site of the work"-

1. Means-

a. The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed.

b. The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is-

1. Located in the United States; and
 2. Established specifically for the performance of the contract or project;
2. Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-
- a. They are dedicated exclusively, or nearly so, to performance of the contract or project; and
 - b. They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;
3. Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

B. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's

payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

C. The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination.
2. The classification is utilized in the area by the construction industry.
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

D. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall

either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

E. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS (from FAR 52.222-4)

The term "Contracting Officer" herein shall refer to the City of Colorado Springs Contracting Specialist assigned to this contract.

The term "Government" herein shall refer to the City of Colorado Springs and any interested federal or state entity.

A. *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

B. *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

C. *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

D. Payrolls and basic records.

1. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

2. The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

E. *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

5. CLEAN AIR ACT

By signing this Contract, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Further, the Contractor agrees to include this clause in all subcontracts in excess of \$150,000.

6. DEBARMENT AND SUSPENSION

By signing this Contract, the Contractor certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

7. BYRD ANTI-LOBBYING AMENDMENT

By signing this Contract, the Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, the Contractor certifies that it has not engaged in lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. The Contractor must require the same certification from all subcontractors with subcontracts valued in excess of \$100,000 under this Contract.

8. SMALL BUSINESS REQUIREMENTS

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

A. Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists.

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting.

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ANTI-KICKBACK PROCEDURES

A. Definitions.

1. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

2. "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

3. "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

4. "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

5. "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

6. "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

7. "Subcontractor," as used in this clause,

a. Means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

b. Includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

8. "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

B. The 41 U.S.C. chapter 87, Kickbacks, prohibits any person from --

1. Providing or attempting to provide or offering to provide any kickback;

2. Soliciting, accepting, or attempting to accept any kickback; or

3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

C. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

The Contracting Officer may

1. offset the amount of the kickback against any monies owed by the United States under the prime contract and/or

2. direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

11. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS

A. Definition. As used in this clause--

1. "Energy-efficient product"—

a. Means a product that—

i. Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

ii. Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

2. The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

B. The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

1. Delivered.

2. Acquired by the Contractor for use in performing services at a Federally controlled facility.

3. Furnished by the Contractor for use by the Government.

4. Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

C. The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless:

1. The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP;
or

2. Otherwise approved in writing by the Contracting Officer.

D. Information about these products is available for—

1. ENERGY STAR® at <http://www.energystar.gov/products>; and

2. FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

12. BUY AMERICAN—CONSTRUCTION MATERIALS

A. Definitions. As used in this clause—

1. “Commercially available off-the-shelf (COTS) item”—

a. Means any item of supply (including construction material) that is—

i. A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

ii. Sold in substantial quantities in the commercial marketplace; and

iii. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

b. Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

2. “Component” means an article, material, or supply incorporated directly into a construction material.

3. “Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

4. “Cost of components” means—

a. For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

b. For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit.

Cost of components does not include any costs associated with the manufacture of the construction material.

5. "Domestic construction material" means—
 - a. An unmanufactured construction material mined or produced in the United States;
 - b. A construction material manufactured in the United States, if—
 - i. The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.
 - b. The construction material is a COTS item.
6. "Foreign construction material" means a construction material other than a domestic construction material.
7. "United States" means the 50 States, the District of Columbia, and outlying areas.
 - a. Domestic preference.
 - i. This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
 - ii. This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:
 - b. The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—
 - i. The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - ii. The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
 - iii. The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
8. Request for determination of inapplicability of the Buy American statute.

a. Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

- i. A description of the foreign and domestic construction materials
- ii. Unit of measure
- iii. Quantity
- iv. Price
- v. Time of delivery or availability
- vi. Location of the construction project
- vii. Name and address of the proposed supplier
- viii. A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

b. A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item 2: _____
 Foreign construction material _____
 Domestic construction material _____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

13. INFRASTRUCTURE INVESTMENT AND JOBS ACT, BUILD AMERICA, BUY AMERICA

THIS SECTION ONLY APPLIES TO PROJECTS THAT HAVE A TOTAL COST OF \$250,000 OR MORE AND THAT INCLUDE THE USE OF IRON OR STEEL.

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this Agreement may be used for a project for infrastructure unless:

A. All iron and steel used in the PROJECT are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. All manufactured products used in the PROJECT are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

C. All construction materials (excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

D. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

E. Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives 46—that is or consists primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinyl/chloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber; or drywall

F. Subrecipient Agreements

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to City who in turn will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the City, who will in turn forward the disclosures to the federal awarding agency.

SCHEDULE F – INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City’s solicitation package, Special Provisions, or Standard Specifications.

1.	X	Workers’ Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
2.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
3.	X	Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations and contractors protective endorsements.
4.	X	Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.

Except for workers’ compensation and employer’s liability insurance, the **City of Colorado Springs must be named as an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days’ notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature) *(Date)*

SCHEDULE G – HUD CLAUSES

SCHEDULE G - HUD CLAUSES SECTION 3 CLAUSE

§ 24 CFR Part 75 - Economic Opportunities for Low- and Very Low-Income Persons

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part

75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SCHEDULE H – WAGE DETERMINATION

Superseded General Decision Number: C020220022

State: Colorado

SCHEDULE H - WAGE DETERMINATION

Construction Type: Building

County: El Paso County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/24/2023

ASBE0028-002 03/01/2022

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR - MECHANICAL (Duct,
 Pipe & Mechanical System
 Insulation).....\$ 32.98 15.47

 ELEC0113-005 06/01/2022

Rates Fringes

ELECTRICIAN (Includes Low
 Voltage Wiring).....\$ 34.90 17.25

 ELEV0025-001 01/01/2023

Rates Fringes

ELEVATOR MECHANIC.....\$ 51.94 37.335

FOOTNOTE:
 a. Vacation: 6%/under 5 years based on regular hourly rate for
 all hours worked. 8%/over 5 years based on regular hourly
 rate for all hours worked.
 b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence
 Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday
 after Thanksgiving Day; and Christmas Day.

 * ENGI0009-017 05/01/2022

Rates Fringes

POWER EQUIPMENT OPERATOR
 (Crane)
 141 tons and over.....\$ 37.55 13.30
 50 tons and under.....\$ 33.83 13.30
 51 to 90 tons.....\$ 24.12 13.30
 91 to 140 tons.....\$ 35.28 13.30

 IRON0024-009 12/01/2022

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 31.00 24.59

 IRON0024-011 12/01/2022

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 31.00 24.59

 PAIN0079-009 08/01/2022

Rates Fringes

PAINTER (Spray).....\$ 25.11 10.95

 PLAS0577-002 05/01/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 29.00 12.95

 PLUM0058-003 07/01/2022

Rates Fringes

PLUMBER (Excludes HVAC Duct,
 Pipe and Unit Installation).....\$ 37.70 16.69

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation (Excludes HVAC Duct and Unit Installation).....	\$ 37.70	16.69

SFC00669-002 01/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.46	26.40

SHEE0009-009 07/01/2022

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes HVAC Pipe and Unit Installation).....	\$ 37.17	20.05

* SUC02013-008 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER.....	\$ 22.63	6.98
LABORER: Common or General.....	\$ 13.40 **	1.40
LABORER: Mason Tender - Brick...	\$ 15.99 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00 **	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.26	8.62
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.58	2.42
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
PAINTER (Brush and Roller).....	\$ 17.20	0.00
ROOFER.....	\$ 16.71	0.00
SHEET METAL WORKER (HVAC Unit Installation Only).....	\$ 24.00	2.18
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

In the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"