



**Purchase Order  
No. 2024-00000616**

**DATE 11/22/2024**

**Ph. (970) 256-4048**

**Fax**

**Ship To** City of Grand Junction  
Public Works Administration  
333 West Ave  
GRAND JUNCTION, CO 81501

**Bill To** City of Grand Junction  
Public Works Administration  
333 West Ave  
GRAND JUNCTION, CO 81501

**Vendor** **VENDOR NO. 10835**  
Liberty Environmental LLC  
11801 E 33rd Ave, Suite C  
Aurora, CO 80010  
Phone: (720) 298-4663

**PAGE 1 of 1**  
**SHIP VIA** Best Way  
**DELIVER BY**  
**FREIGHT TERMS** FOB Dest, Frght Prepaid .Allow  
**Payment Terms: Net 30 Days**  
**Buyer Name:** Dolly Daniels  
**Buyer Email:** dollyd@gjcity.org

Award RFQ-5527-24-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Su	CONTRACT SERVICES - Matchett House Asbestos Abatement - 2844 Patterson Rd 204-700.8210 - Facility Construction New 30,000.00 G2321-G230101	30,000.0000	\$30,000.00
1.0000	Lump Su	CONTRACT SERVICES - 649 25 Rd Asbestos Abatement 207-330-010.8350 - Street Capacity Expansion 45,000.00 F2103-F210306	45,000.0000	\$45,000.00
<b>PURCHASE ORDER TOTAL</b>				<b>\$75,000.00</b>

**Special Instructions:** PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE  
**Tax Exempt No. 98-03544**

By: Dolly f. Daniels

# CHANGE ORDER

## Number 1

Date: 11/22/2024  
To: Liberty Environmental, LLC  
From: City of Grand Junction, Department of Engineering & Transportation  
Project: **Asbestos Abatement RFQ-5527-24-DD**  
P.O.: 2024-00000616  
G/L: 207-330-010.8350 - Transportation Capacity Fund-Engineering-Administration.Street Capacity E

It is agreed to modify the Contract for the Project as follows:

Additional funds (\$ 13,213.00) and extened completion date (01/24/2025) to allow for added scope of full containment of work area to remove impregnated tar felt on exterior of house at 649 25 Rd. This added scope resulted from the State inspector reclassifying the felt to friable.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$75,000.00
Approved Change Orders	0.00
This Change Order	13,213.00
Revised Contract Amount	<u>\$88,213.00</u>

Summary of Contract time adjustments:

Original Contract Time	39.	Cal. Days
Approved Change Orders	0.	
This Change Order	7.	
Revised Contract Time	<u>46.</u>	Cal. Days

Construction Start Date: December 9, 2024  
Contract Completion Date: January 17, 2025

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**

Prepared by: Signed by:  
*Evan Sales* Date: 12/17/2024  
D55A9E8B5B47440  
Evan Sales, Engineering Specialist

Approved by: Signed by:  
*Kenneth Haley - Engineering Manager* Date: 12/17/2024  
2A40A8467260433  
Ken Haley, Engineering Manager

Contractor: **Liberty Environmental, LLC**

Signature: DocuSigned by:  
*Austin Eldon* Date: 12/17/2024  
46F81C968989450  
Name and Title: Austin Eldon, President



# Change Order

**Liberty Environmental LLC**  
Asbestos Abatement

Date: December 16, 2024  
Change Order #:

To: City Of Grand Junction

ProjectSupervisor	Job Location	Payment Terms	Due Date
Nick Polites	649 25 Rd Grand Junction Co 81505	Due Upon Completion	

**Work Performed**

When pulling the permit for this project, the state had requested that the consultant verify whether or not the impregnated tar felt is a friable acm material. After the consultant verified the impregnated tar felt is a friable acm material, we have to change the containment to a full containment when removing the cement board siding and 1400 sf of impregnated tar felt. We will be building a hard barrier framed with lumber and osb on the outside of the home. Then we will be building the full containment inside of the hard barrier for this phase of the project.

**Notes:**

**Client Signature:** \_\_\_\_\_

Grand Total	\$	13,213.00
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Make all checks payable to: **Liberty Environmental LLC**  
 11801 E 33rd Ave Unit C Aurora, CO 80010  
 Phone:720-678-3667 E-mail: Info@LibertyEnviroLLC.com  
 www.LibertyEnviroLLC.com

**Thank you for your business!**



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

CONTRACT

This CONTRACT made and entered into this 22nd day of November 2024 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Liberty Environmental, LLC, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Asbestos Abatement RFQ-5527-24-DD.

WHEREAS, the Contract has been awarded to the above-named Contractor by the Owner, and said Contractor is now ready, willing, and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Solicitation Documents for the Project including Addendum; **Asbestos Abatement RFQ-5527-24-DD**
- Notice of Award
- Contractor's Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts specified in the Solicitation.

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, **the Lump Sum Amount of Seventy-Five Thousand, and 00/100 Dollars (\$75,000.00)**. If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final

payment therefore; 3. Thirty (30) days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a Sub-Contractor shall file a verified statement of the amount due and unpaid on account of such claim 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.

#### ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents; such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5.

#### ARTICLE 7

Contract Binding: The Owner and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

#### ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be affected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Dolly Daniels  
Dolly Daniels, Senior Buyer

11/22/2024  
Date

**Liberty Environmental, LLC**

DocuSigned by:  
By: Austin Eldon  
Austin Eldon, Owner

11/22/2024  
Date



**Purchasing Division**

## **Request for Quote**

RFQ-5527-24-DD  
Asbestos Abatement

**Responses Due:**  
October 31, 2024, prior to 2:00 PM

**Accepting Electronic Responses Only**  
**Responses Only Submitted Through the Rocky Mountain E-Purchasing**  
**System (RMEPS)**  
**[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)**

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve the issue prior to the response deadline. 800-835-4603)

**NOTE: All City solicitation openings will continue to be held virtually.**

**Purchasing Representative:**  
Dolly Daniels, Senior Buyer  
**[dollyd@gjcity.org](mailto:dollyd@gjcity.org)**  
970-256-4048



## Table of Contents

Section 1	Instruction to Quoters
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Quote Form
	Price Proposal/Quote Schedule Form
	Attachments:
A:	Asbestos Inspection Report 649 25 Road
B:	Asbestos Abatement Report 2844 Patterson Rd

## **1. Instructions to Quoters**

**NOTE:** It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/Work being solicited.

- 1.1. A.D.A Document Compliance Requirements:** All work documents, and/or Quote/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2. Purpose:** The City of Grand Junction is soliciting competitive Quotes from qualified and interested Asbestos Abatement Contractors to submit quotes for all labor, equipment, and materials for the removal and disposal of asbestos-containing materials (ACMs) for two (2) house structures as described in Section 3.2. All dimensions and scope of work should be verified by Contractors prior to submission of Quotes.
- 1.3. Issuing Office:** This Request for Quote (RFQ) is issued by the City of Grand Junction. All contact regarding this RFQ is to be directed to:

Dolly Daniels; Senior Buyer  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.4. Non-Mandatory Pre-Bid Site Walk Down Meeting:** Interested Contractors are strongly encouraged to attend a site visit. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Quote (RFQ). **The site visit meeting shall take place on Monday, October 21, 2024, at 10:00am starting at 2844 Patterson Rd Grand Junction and concluding at 649 25 Rd Grand Junction.** Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.
- 1.5. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.

- 1.6. **Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.7. **Submission:** *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website. ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If the website or other problems arise during response submission, the vendor **MUST** contact RMEPS to resolve the issue prior to the response deadline **800-835-4603**).

**RFQ Opening Asbestos Abatement RFQ-5527-24-DD**

**Oct 31, 2024, 2:00 – 2:30 PM (America/Denver)**

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/560440325>

You can also dial in using your phone.

Access Code: 560-440-325

United States: [+1 \(224\) 501-3412](tel:+12245013412)

Join from a video-conferencing room or system.

Meeting ID: 560-440-325

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](http://inroomlink.goto.com)

Or dial directly: 560440325@67.217.95.2 or 67.217.95.2##560440325

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.8. **Modification and Withdrawal of Quotes Before Opening.** Quotes may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Quotes are to be submitted at any time prior to Quote Opening.
- 1.9. **Printed Form for Price Quote:** All Price Quotes must be made upon the Price Quote Schedule attached and should give the amounts both in words and in figures and must be signed and acknowledged by the Quoter.

The Quoter shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Quote price shall be equal to the sum of all extended amount prices. When an item in the Price Quote Schedule provides a choice to be made by the Quoter, Quoter's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Quote.

All blank spaces in the Price Quote Schedule must be properly filled out.

Quotes by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Quotes by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Quoter's Quote shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor's Quote Form.

The contact information to which communications regarding the Quote are to be directed must be shown.

- 1.10. **Exclusions:** No oral, telephonic, emailed, or facsimile Quote will be considered
- 1.11. **Contract Documents:** The complete RFQ and Quoter's response compose the Contract Documents. Copies of Quote documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.12. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Quote Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.13. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.14. **Examination of Specifications:** Quoters shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Quoter to receive or examine any form, addendum, or other document shall in no way relieve any Quoter from any obligation with respect to its Quote. The submission of a Quote shall be taken as evidence of compliance with this section. Prior to submitting a Quote, each Quoter shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly;
  - b. Visit the site to familiarize with local conditions that may in any manner affect cost, progress, or performance of the Work;
  - c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
  - d. Study and carefully correlate Quoter's observations with the *Contract Documents*, and;
  - e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Quoter access to the site to conduct such investigations and tests as each Quoter deems necessary for submission of a Quote. It shall be the Quoter's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions of the site or otherwise which may affect cost, progress or performance of the Work and which the Quoter deems necessary to determine its Quote for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

By submission of a Quote, the Quoter shall be conclusively presumed to represent that the Quoter has complied with every requirement of these Instructions to Quoters, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- 1.15. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.
- 1.16. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> . The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.17. Taxes:** The Owner is exempt from State retail and Federal tax. The Quote price must be net, exclusive of taxes.
- 1.18. Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Quotes shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.19. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Quoter, upon request of the Purchasing Representative, agrees to an extension.
- 1.20. Exceptions and Substitutions:** All Quotes meeting the intent of this RFQ shall be considered for award. A Contractor taking exception to the specifications does so at the Quoter's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Contractor must state any exception(s) in the section to which the exception(s) pertains. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Contractor has not taken exceptions, and if awarded a Contract, shall hold the Contractor responsible to perform in strict accordance with the specifications or scope of the proposal and contract documents.

- 1.21. Collusion Clause:** Each Contractor by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at its discretion, accept future proposals for the same service or commodities for participants in such collusion.
- 1.22. Disqualification of Quoters:** A Quote will not be accepted from, nor shall a Contract be awarded to, any person, Contractor, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Quoters may be required to submit satisfactory evidence that it is responsible, have a practical knowledge of the project Quote upon and that it has the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Quoter and Quote:

- a. More than one Quote is submitted for the same Work from an individual, Contractor, or corporation under the same or different name; and
- b. Evidence of collusion among Quoters. Any participant in such collusion shall not receive recognition as a Quoter for any future Work of the Owner until such participant has been reinstated as a qualified Quoter.

- 1.23. Public Disclosure Record:** If the Quoter has knowledge of its employee(s) or sub-Contractors having an immediate family relationship with an Owner employee or elected official, the Quoter must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

## **2. General Contract Conditions for Construction Projects**

- 2.5. The Contract:** This Request for Quote submitted documents, and any negotiations, when properly accepted by the City, shall constitute a Contract equally binding between the City and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.6. The Work:** The term Work includes all labor necessary for the removal of the Asbestos-Containing Materials required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such Work.
- 2.7. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is

to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, Work and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.

- 2.8. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in the contract. The Owner will have authority to reject Work which does not conform to the Contract documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.
- 2.9. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence Work without clarifying Drawings, Specifications, or Interpretations.
- 2.10. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the Work at the site. The term sub-Contractor is referred to throughout the contract documents and means a sub-Contractor or its authorized representative.
- 2.11. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its Quote response to the Owner, in writing for acceptance, a list of the names of the sub-Contractors or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-Contractors proposed for the principal portions of the Work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person

or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute, and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

- 2.12. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Quotes unless the Quoter submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Quotes. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Quoter shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Quotes, such approval will be set forth in an Addendum. Quoters shall not rely upon approvals made in any other manner.
- 2.13. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the contract.
- 2.14. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal or replacement of its defective Work.



- 2.15. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.16. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-Contractors, its agents and employees, and all other persons performing any of the Work under a contract with the Contractor.
- 2.17. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.18. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work shall remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery, and surplus materials.
- 2.19. Insurance:** The selected Quoter agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Quoter pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Quoter shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.  
Quoter shall procure and maintain and, if applicable, shall cause any Subcontractor of the Quoter to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurance acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Quoter pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:
- (a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.
  - (b) General Liability insurance with minimum combined single limits of:  
  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Quoter's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the City and/or County, and the City's and/or County's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Quoter. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Quoter shall be solely responsible for any deductible losses under any policy required above.

- 2.20. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-Contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.21. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of Quote. It is the responsibility of the Quoter to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All Quoters agree and warrant that Work performed in response to this request shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the Work does not conform to OSHA standards, the Owner may require the Work to be redone at no additional expense to the Owner.
- 2.22. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for

each Quoter to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Quote Form. The Date of Final Completion of the Work is the date certified by the Owner when all construction, and all other Work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

- 2.23. Progress & Completion:** The Contractor shall begin Work on the date of commencement as defined in the Contract and shall carry the Work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.24. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.25. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.26. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. 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 by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.27. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum, and the contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the Work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.28. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.29. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.30. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.31. Uncovering & Correction of Work:** The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional Work thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the Work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.32. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.33. Assignment:** The Contractor shall not sell, assign, transfer or convey the Contract resulting from this RFQ, in whole or in part, without the prior written approval from the Owner.
- 2.34. Compliance with Laws:** Quotes must comply with all Federal, State, County and local laws governing the service and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.35. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the Work to be done or information that comes to the attention of the Contractor during the course of performing such Work is to be kept strictly confidential.
- 2.36. Conflict of Interest:** No public official and/or City/County employee shall have interest in the Contract resulting from this Request for Quote.
- 2.37. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.38. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor agrees to:
- 2.38.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.38.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, it is said that the Contractor is an Equal Opportunity Employer.
- 2.38.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.39. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.

- 2.40. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ Worker(s) without authorization Work or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.41. Ethics:** The Contractor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.42. Failure to Deliver:** In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure Work from other sources and hold the Contractor responsible for any and all costs resulting in the purchase of additional Work and materials necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.43. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.44. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.
- 2.45. Independent Contractor:** The Contractor shall be legally considered an independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide the Contractor with any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.46. Nonconforming Terms and Conditions:** A Quote that includes terms and conditions that do not conform to the terms and conditions of this Request for Quote is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its Quote prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Quote on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;

- c. Inclusion of unauthorized additions conditional or alternate Quotes or irregularities of any kind which may tend to make the Quote incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Sub-Contractors used in the Quote preparation as may be required in the Solicitation Documents;
- g. Submission of a Quote that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Quote with any other Quote or contract; and
- i. Failure to calculate Quote prices as described herein.

**2.47. Evaluation of Quotes and Quoters:** The Owner reserves the right to:

- reject any and all Quotes,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Quoter,
- negotiate final terms with the Successful Quoter,
- take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive or conditional Quotes.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Quotes.

The Owner may consider the qualifications and experience of Sub-Contractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Sub-Contractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Quote and to establish the responsibility, qualifications, and financial ability of the Quoter, proposed Sub-Contractors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

The Quoter shall furnish the Owner with all information and data requested by the Owner to determine the ability of the Quoter to perform the Work. The Owner reserves the right to reject the Quote if the evidence submitted by, or investigation of such Quoter fails to satisfy the Owner that such Quoter is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

By submitting a Quote, each Quoter authorizes the Owner to perform such investigation of the Quoter as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Quoter and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Quoter and releases the party providing such information and the Owner from any and all liability to the Quoter as a result of such reference information so provided.

The Owner reserves the right to reject the Quote of any Quoter who does not pass any evaluation to the Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the Quoter who, by evaluation, the Owner determines will best meet the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Quote Schedules or alternates, either in whole or in part.

**2.48. Award of Contract:** Unless otherwise indicated, a single award will be made for all the Quote items in an individual Quote schedule. In the event that the Work is contained in more than one Quote Schedule, the City may award Schedules individually or in combination. In the case of two Quote Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Quote Opening, the City will issue a Notice of Award to the Successful Quoter which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Quoter shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond, and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Contractor. No contract shall exist between the Successful Quoter and the City and the Successful Quoter shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Quoter's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award, and forfeiture of the Quote Guaranty. The award of Contract may then be made to the next qualified Quoter in the same manner as previously prescribed.

**2.49. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

**2.50. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.



- 2.51. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Request for Quote.
- 2.52. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Venue:** Any agreement as a result of responding to this RFQ shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.54. Expenses:** Expenses incurred in preparation, submission, and presentation of this RFQ are the responsibility of the company and cannot be charged to the Owner.
- 2.55. Sovereign Immunity:** The Owner specifically reserves and asserts its right under Colorado Law and the cases applying and construing the same, including but not limited to the Colorado Governmental Immunity Act, 24-10-101 S.R.S. et seq.
- 2.56. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado law prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.57. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Quote. The quantities furnished in this Quote document are only for the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.58. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient

Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public Works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.58.1.** "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects.
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal money.

### **3. Statement of Work**

**3.1. GENERAL / BACKGROUND:** The City of Grand Junction is soliciting competitive Quotes from qualified and interested Asbestos Abatement Contractors to submit quotes for all labor, equipment, and materials for the removal and disposal of asbestos-containing materials (ACMs) for two (2) house structures as described in Section 3.2. All dimensions and scope of work should be verified by Contractors prior to submission of Quotes.

**3.2. SCOPE OF WORK:**

The first structure is located at 649 25 Road and is in conflict with proposed infrastructure improvements planned for Phase 2 of the Four Canyons Parkway Project.

The second structure is located at 2844 Patterson Road and is in conflict with development of Matchett Park.

It is the City's preference to have these structures demolished and removed by the end of December 2024 if practical. The City requests an abatement schedule from each Quoter so that the asbestos free remainder of each structure can be demolished and removed by a separate contract in early 2025.

The selected Contractor will be responsible for providing comprehensive asbestos abatement and demolition services in accordance with all applicable regulations and industry standards. This RFQ is only for the abatement and removal of the asbestos containing materials in each structure. Asbestos Inspection Reports have been complete for each structure and are included as Attachments to this Solicitation. The remaining

portions of each structure will be demolished separately and are not a part of this Contract.

The Contractor shall provide an estimated cost for abatement activities and should include, but not limited to, the removal, encapsulation, or enclosure of identified ACMs in compliance with local, state, and federal regulations. The abatement process should prioritize the safety of workers, occupants, and the environment.

**3.3. Regulatory Compliance:**

- (a) The Contractor must comply with all local, state, and federal regulations regarding asbestos abatement and demolition.
- (b) Obtain and provide all necessary permits and approvals for the Work.

**3.4. Qualifications:**

- (a) The Contractor shall provide details of their experience with asbestos abatement and demolition projects.
- (b) Include a list of relevant certifications and licenses and training for personnel involved in the Project.

**3.5. SPECIAL CONDITIONS & PROVISIONS:**

**3.5.1 Non-Mandatory Pre-Bid Site Walk Down Meeting:** Interested Contractors are strongly encouraged to attend a site visit. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Quote (RFQ). **The site visit meeting shall take place on Monday, October 21, 2024, at 10:00am starting at 2844 Patterson Rd Grand Junction and concluding at 649 25 Rd Grand Junction.** Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.

**3.5.2 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:**

Dolly Daniels, Senior Buyer  
City of Grand Junction  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

**3.5.3 Project Manager:** The Project Manager for the Project is Evan Sales, Engineering Specialist, who can be reached at (970) 244-1558 or by email at [evan.sales@gjcity.org](mailto:evan.sales@gjcity.org). During construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Attn: Evan Sales  
244 N. 7<sup>th</sup> Street  
Grand Junction, CO 81501

**3.5.4 Contract Administrator:** The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. During Construction, contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**3.5.5 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the Project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.5.6 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO. Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such Work.

**3.5.7 Contract:** A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) Additional Documents as stated in Section 1.10, (3) the Quoter's response (Quote) to the RFQ, (4) clarification of the Quote, if any, and (5) the City's Purchasing Department's acceptance of the Quote by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the RFQ shall be incorporated into the Contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the Quoter and the City Purchasing Agent or by a modified Purchase Order prior to the effective date of such modification. The Quoter expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

**3.5.8 Time of Completion:** The scheduled time of Completion for the Project is no later than December 31, 2024.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

**3.5.9 Working Days and Hours:** The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:  
All Work shall be performed between the hours of 7:00 AM to 5:00 PM.

**3.3.10 Authorized Representatives of the City:** Those authorized to represent the

City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only

**3.5.11 Clean-Up:** The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up Work shall be considered incidental and will not be paid for separately.

**3.5.12 Excess Material:** All excess materials shall be disposed of in accordance with General Contract Condition Section 50.

**3.5.13 Incidental Items:** Any item of Work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of Work, will be considered as incidental to those items, and will be included in the cost of those items.

**3.6. Attachments:**

- A: Asbestos Inspection Report 649 25 Road
- B: Asbestos Inspection Report 2844 Patterson Rd

**3.7. Contractor Quote Documents:** For Contractor’s convenience, the following is a list of forms/items to be submitted with the Contractor’s Quote response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor’s responsibility to ensure all forms/items are submitted.

- **Contractor’s Quote Form**
- **Price Quote Schedule**
- **Abatement Schedule**

**3.8. RFQ TENTATIVE TIME SCHEDULE:**

Request for Quote available	October 11, 2024
Non-Mandatory Pre-Bid Site Visit	October 21, 2024, 10:00 AM
Inquiry deadline, no questions after this date	October 23, 2024
Addendum Posted	October 25, 2024
Submittal deadline for quotes	October 31, 2024, 2:00 PM
Notice of Award & Contract execution	November 4, 2024
Final Completion	December 31, 2024
Holidays	
Veteran’s Day	November 11, 2024
Thanksgiving	November 28-29, 2024
Christmas Day	December 25, 2024
New Year’s Day	January 1, 2025

### 4. Contractor's Quote Form

Quote Date: \_\_\_\_\_

Project: RFQ-5527-24-DD "Asbestos Abatement"

Quoting Company: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_

Email \_\_\_\_\_

Telephone \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

The undersigned Quoter, in compliance with the Request for Quote, having examined the Instruction to Quoters, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Quote Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Quoters, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

- Prices in this Quote proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or Contractor to submit a Quote proposal for the purpose of restricting competition.
- The individual signing this Quote proposal certifies it is a legal agent of the Quoter, authorized to represent the Quoter and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the Quote award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Quoter to ensure all Addenda have been received and acknowledged. By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

The Quoter proposes to subcontract the following portion of Work:

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Quoter acknowledges the right of the City to reject any and all Quotes submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Quote, each Quoter certifies, and in the case of a joint Quote each party thereto certifies as to its own organization, that this Quote has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Quote with any other Quoter or with any competitor.







# Asbestos Building Materials Inspection Services

Client: The City of Grand Junction, 250 N. 5<sup>th</sup> Street, Grand Junction,  
CO 81501

Project Site: 649 25 Road, Grand Junction, CO 81506

(House & Metal Barn Structures)

Inspection Date: January 4, 2024

**Phase Con Project #: 24-01-04D**

2166 Peregrine Court  
Grand Junction, CO 81507  
970-260-3341 -- office@phasecon.com

## **649 25 Road, Grand Junction, CO -- House (SFRD) & Metal Barn Structures**

### **Sampling Description**

Phase Con provided asbestos building inspection services at 649 25 Road in Grand Junction, Colorado on January 4, 2024. The inspection was performed by Mr. Douglas Close, a Colorado State and EPA Asbestos Building Inspector/Management Planner. This house (SFRD) and metal barn building are scheduled for demolition in the near future. Suspect materials within the scope of work were sampled and analyzed as per Colorado State Regulation #8.

A random sampling scheme was utilized in choosing sampling locations. This scheme used a grid system and randomly generated numbers. The Inspector, Mr. Douglas Close, classified the suspect materials by type (Thermal System Insulation (TSI), Surfacing Materials, and Miscellaneous Materials), and obtained the appropriate number of samples of each material based upon material type, and quantity.

Tables are provided which detail the individual samples obtained, the laboratory analysis results for these samples, the quantity and condition of Asbestos Containing Building Materials (ACBM), the locations of each homogeneous area, and other material specific information. Potential for damage to materials information is provided in the following sampling information tables.

### **Discussion & Recommendations**

#### House Structure

***The following materials were positive for Colorado State and EPA regulated asbestos content (>1% asbestos):***

- Window Glazing - present in association with the east and northeast windows on the house. There is an estimated 1 sf of this ACBM present.
- Cement Asbestos Board Siding Shingles - present on the entire house exterior perimeter. There is an estimated 1400 sf of this ACBM present.
- Interior Plaster - present on the upper level walls and ceilings. There is an estimated 500 sf of this ACBM present.
- Ceiling Tiles - present in the kitchen and dining room. There is an

- estimated 350 sf of this ACBM present.
- Non-Surfaced Gypsum Board Systems – present as the walls and ceilings in the west porch room. There is an estimated 400 sf of this ACBM present.
  - Interior Plaster – present on the ground level of the house as most walls and ceilings. There is an estimated 2500 sf of this ACBM present.
  - Tar Impregnated Felts – present as a black felt layer beneath the cement asbestos board siding on the exterior perimeter of the house. There is an estimated 1400 sf of this ACBM present.
  - Surfaced Celotex Panels – present as the walls and ceilings of the northwest room. There is an estimated 200 sf of this ACBM present.
  - Non-Surfaced Gypsum Board Systems – present as the walls and ceilings of the south bathroom and the south porch. There is an estimated 350 sf of this ACBM present.
  - Orange Peel Type Surfaced Gypsum Board Systems – present as the walls and ceilings of the Living Room, NE Bedroom and the SE Bedroom (ACBM plaster may also be present beneath this material). There is an estimated 800 sf of this ACBM present.
  - Green Vinyl Floor Tile & Associated Black Mastic – present in the west porch. There is an estimated 110 sf of this ACBM present.
  - Black Vinyl Floor Tile & Black Mastic – present in the kitchen area. There is an estimated 200 sf of this ACBM present.
  - Red Vinyl Floor Tile & Black Mastic – present in the kitchen and dining room areas. There is an estimated 160 sf of this ACBM present.
  - Brown Vinyl Floor Tile & Black Mastic – present in the living room. There is an estimated 250 sf of this ACBM present.

The prior listed ACBMs are regulated by the State of Colorado and the EPA and must be handled, removed and disposed of by a State of Colorado licensed asbestos abatement contractor (General Abatement Certificate holder) in accordance with Colorado State Regulation #8 prior to building demolition.

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Metal Barn Building

**No asbestos containing building materials are present in this structure.** There are no building materials present which are suspect for potential asbestos content; only wood structural members and metal siding/roof panels.

If any previously unknown or undiscovered materials are found during

demolition activities which are suspect for asbestos content then these materials should be tested for potential asbestos content prior to continuing any further demolition work.

### **Disclaimer**

The inspection services process consists of initial inspection/sampling and sampling of subsequently discovered hidden or inaccessible building materials as the inspection/abatement/demolition process occurs within the building. Discovery of hidden or inaccessible building materials by any interested parties can and will occur at any time during the inspection/abatement/demolition process and necessitates stopping demolition until the discovered materials can be properly inspected/sampled. The discovery of hidden materials during the building demolition process is common, should be expected by the client and is a normal part of the inspection process.

Identified asbestos containing materials may be in areas which are inaccessible or hidden due to their application during the construction process and their subsequent enclosure or covering with building and finish materials. Areas behind walls, inside chases, or other hidden, covered or enclosed areas should be inspected whenever renovation or demolition activities are scheduled which may disturb the materials within or beneath these barriers. Care to watch for hidden or undiscovered materials should be taken by the demolition contractor during the demolition process. A discovery of unknown materials will necessitate stopping demolition until the materials can be inspected by a certified asbestos building inspector. 'Overspray' or excess materials from the installation or application process of asbestos containing materials is common, should be expected in the vicinity of installed asbestos containing materials, and is often present either covered by other building materials or in hidden or unexpected locations.

Bulk material samples are obtained in accordance with applicable regulations, industry standard techniques and analyzed by a NVLAP accredited laboratory; however, due to the asbestos content fluctuations which may occur in a building material due to the application and/or initial mixing process no guarantee can be made as to an 'exact' percentage asbestos content (this includes 'no asbestos detected' and 'trace' contents) which represents the entirety of the material (asbestos content fluctuations can and will occur throughout a building material).

Abatement cost estimates and material quantity estimates are

approximate only (due to the hidden nature of many of the materials), and are provided only as a general guideline to the client. More than one licensed Colorado State asbestos abatement contractor should be consulted to determine actual abatement costs of the ACBMs described above. Actual material quantities can only be determined by complete removal of covering materials.

Please call us with any questions which you may have concerning this report and our recommendations. Thank you.

A handwritten signature in black ink, appearing to read 'Douglas A. Close', written over a large, light-colored scribble or mark.

Douglas A. Close  
Colorado State and EPA Certified Asbestos Building  
Inspector/Management Planner #2930

## Sample Description Table(s)

Table 1

Sampling & Materials Description Table -- 649 25 Rd, GJ, CO

SMP L #	HMGNS AREA	MATERIAL DESCRIPTION	MATERIAL LOCATION(S)	MTRL TYPE	QUANTITY	CONDITION ASSESS	REASON for COND ASSESSMENT	F/NF	ASBESTOS (Y/N)
1	A	Cement board siding	Entire house perimeter	M	1400 sf	G	-	NF	Y
2	A	Cement board siding	Entire house perimeter	M	1400 sf	G	-	NF	Y
3	B	Asphalt roofing shingles	Entire roof	M	1500 sf	G	-	NF	N
4	B	Asphalt roofing shingles	Entire roof	M	1500 sf	G	-	NF	N
5	C	Window glazing	NE & E windows	M	1 sf	G	-	NF	Y
6	C	Window glazing	NE & E windows	M	1 sf	G	-	NF	Y
7	D	Plaster	Upper floor walls/ceiling	S	500 sf	G	-	F	N
8	D	Plaster	Upper floor walls/ceiling	S	500 sf	G	-	F	N
9	D	Plaster	Upper floor walls/ceiling	S	500 sf	G	-	F	Y
10	E	12x24 ceiling tiles	Kitchen/dining room	M	350 sf	G	-	F	Y
11	E	12x24 ceiling tiles	Kitchen/dining room	M	350 sf	G	-	F	Y
12	F	12x12 ceiling tile	South bathroom & porch	M	160 sf	G	-	F	N
13	F	12x12 ceiling tile	South bathroom & porch	M	160 sf	G	-	F	N
14	G	Non surfaced gypsum board systems	West porch walls/ceiling	M	400 sf	G	-	F	N
15	G	Non surfaced gypsum board systems	West porch walls/ceiling	M	400 sf	G	-	F	Y

## Sampling & Materials Description Table -- 649 25 Rd, GJ, CO

SMP L #	HMGNS AREA	MATERIAL DESCRIPTION	MATERIAL LOCATION(S)	MTRL TYPE	QUANTIT Y	CONDI TION ASSES S	REASON for CONDN ASSESSM ENT	F/NF	ASBE STOS (Y/N)
16	H	Interior plaster	Most rooms walls/ceilings	S	2500 sf	G	-	F	Y
17	H	Interior plaster	Most rooms walls/ceilings	S	2500 sf	G	-	F	Y
18	H	Interior plaster	Most rooms walls/ceilings	S	2500 sf	G	-	F	Y
19	H	Interior plaster	Most rooms walls/ceilings	S	2500 sf	G	-	F	Y
20	H	Interior plaster	Most rooms walls/ceilings	S	2500 sf	G	-	F	Y
21	I	Tar impregnated felts	Beneath siding shingles	M	1400 sf	G	-	NF	Y
22	I	Tar impregnated felts	Beneath siding shingles	M	1400 sf	G	-	NF	Y
23	J	Celotex panels	NW room walls & ceiling	M	200 sf	G	-	F	Y
24	J	Celotex panels	NW room walls & ceiling	M	200 sf	G	-	F	N
25	K	Non surfaced gypsum board systems	South bathroom & south porch walls/ceiling	M	350 sf	G	-	F	Y
26	K	Non surfaced gypsum board systems	South bathroom & south porch walls/ceiling	M	350 sf	G	-	F	Y
27	L	Coarse plaster	Dining room walls/ceiling	S	375 sf	G	-	F	Y
28	L	Coarse plaster	Dining room walls/ceiling	S	375 sf	G	-	F	Y
29	L	Coarse plaster	Dining room walls/ceiling	S	375 sf	G	-	F	Y



Sampling & Materials Description Table -- 649 25 Rd, GJ, CO

SMP #	HMGNS AREA	MATERIAL DESCRIPTION	MATERIAL LOCATION(S)	MTRL TYPE	QUANTITY	CONDITION ASSESS	REASON for CONDN ASSESSMENT	F/NF	ASBESTOS (Y/N)
30	M	Orange peel type surfacing texture	LR, NE BR, SE BR	S	800 sf	G	-	F	Y
31	M	Orange peel type surfacing texture	LR, NE BR, SE BR	S	800 sf	G	-	F	Y
32	M	Orange peel type surfacing texture	LR, NE BR, SE BR	S	800 sf	G	-	F	Y
33	N	Gypsum board core sample, Homogeneous Area M	LR, NE BR, SE BR	M	800 sf	G	-	F	Y
34	N	Gypsum board core sample, Homogeneous Area M	LR, NE BR, SE BR	M	800 sf	G	-	F	Y
35	O	White sheet vinyl flooring	West porch	M	110 sf	G	-	F	N
36	O	White sheet vinyl flooring	West porch	M	110 sf	G	-	F	N
37	P	Green 9x9 vinyl floor tile & black mastic	West porch	M	110 sf	G	-	NF	Y, both
38	P	Green 9x9 vinyl floor tile & black mastic	West porch	M	110 sf	G	-	NF	Y, both
39	Q	Black vinyl floor tile	Kitchen	M	200 sf	G	-	NF	Y, both
40	Q	Black vinyl floor tile & black mastic	Kitchen	M	200 sf	G	-	NF	Y, both
41	R	Red vinyl floor tile & black mastic	Kitchen	M	20 sf	G	-	NF	N
42	R	Red vinyl floor tile & black mastic	Kitchen	M	20 sf	G	-	NF	N
43	S	Green sheet vinyl flooring	NW room	M	80 sf	G	-	NF	N

## Sampling & Materials Description Table -- 649 25 Rd, GJ, CO

SMP L #	HMGNS AREA	MATERIAL DESCRIPTION	MATERIAL LOCATION(S)	MTRL TYPE	QUANTITY	CONDITION ASSESS	REASON for CONDN ASSESSMENT	F/NF	ASBESTOS (Y/N)
44	S	Green sheet vinyl flooring	NW room	M	80 sf	G	-	NF	N
45	T	White vinyl floor tile	SW bathroom	M	150 sf	G	-	NF	N
46	T	White vinyl floor tile	SW bathroom	M	150 sf	G	-	NF	N
47	U	Sheet vinyl flooring	South porch	M	70 sf	G	-	F	N
48	U	Sheet vinyl flooring	South porch	M	70 sf	G	-	F	N
49	V	Red vinyl floor tile & black mastic	Dining room	M	140 sf	G	-	NF	Y, both
50	V	Red vinyl floor tile & black mastic	Dining room	M	140 sf	G	-	NF	Y, both
51	W	Green sheet vinyl flooring	SE bedroom	M	100 sf	G	-	NF	N
52	W	Green sheet vinyl flooring	SE bedroom	M	100 sf	G	-	NF	N
53	X	Brown vinyl floor tile & mastic	LR	M	250 sf	G	-	NF	Y, both
54	X	Brown vinyl floor tile & mastic	LR	M	250 sf	G	-	NF	Y, both
55	Y	Blue sheet vinyl flooring	NE bedroom	M	100 sf	G	-	NF	N
56	Y	Blue sheet vinyl flooring	NE bedroom	M	100 sf	G	-	NF	N

## Abbreviations

ACM: Asbestos Containing Material

Material Type:

S (Surfacing material), TSI (Thermal System Insulation), M (Miscellaneous)

Condition Assessment:

DTSI (Damaged TSI ACM)

SDTSI (Significantly Damaged TSI ACM)

SDFS (Significantly Damaged Friable Surfacing ACM)

DFM (Damaged Friable Miscellaneous ACM)

SDFM (Significantly Damaged Friable Miscellaneous ACM)

PD (ACM with potential for damage)

PSD (ACM with potential for significant damage)

ARF (Any Remaining Friable ACM)

F: Friable

NF: Non Friable

Trace: <1% asbestos

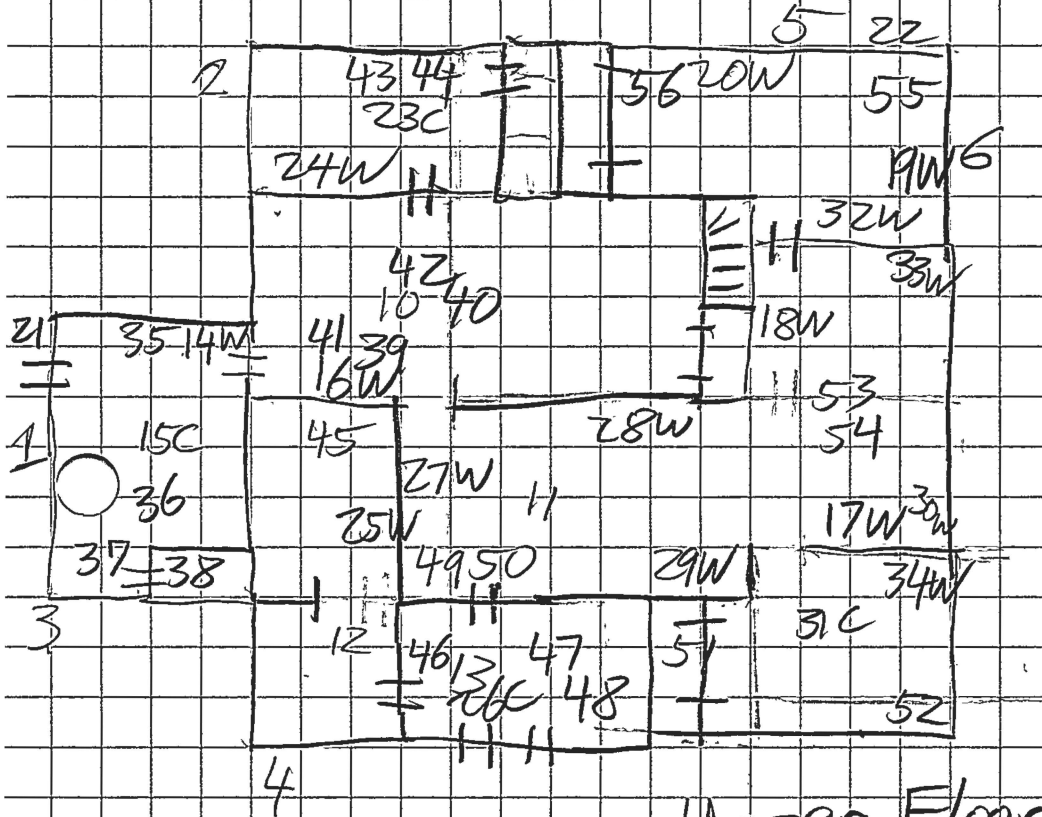
Tr-Comp: Trace by composite analysis

## Field Sketch – Sampling Locations

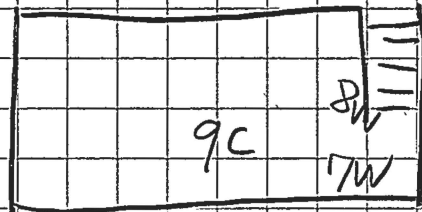
### Asbestos Sample Locations Diagram

Site Location: 649 25 Road - House,  
Gr. Jct, CO

Ground Floor



Upper Floor



\* This diagram is not to scale and is intended solely for the general representation of asbestos-contaminated areas.

## ACM Locations Diagram(s)

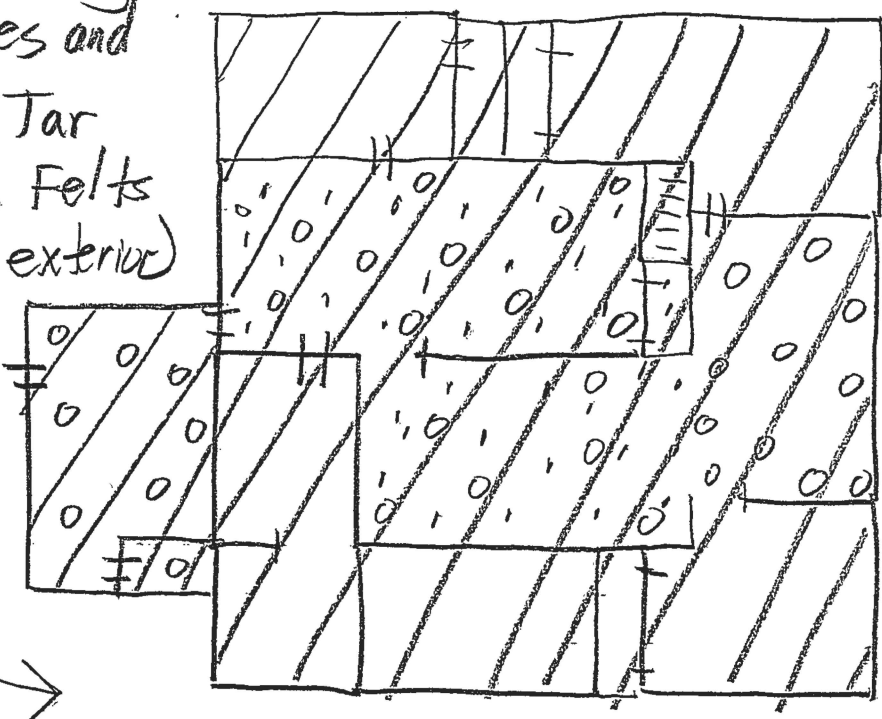
### ACM Locations Diagram

Site Location: 649 25 Road,  
Grand Junction, CO

↑  
North

ACM Siding  
Shingles and  
Black Tar  
Impreg. Felts  
(entire exterior)

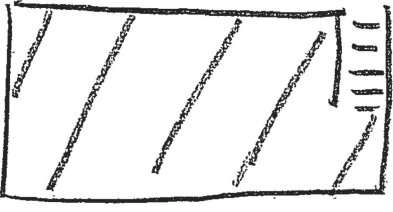
→ Ground Floor



▨ ACM: Plaster,  
Gypsum Board  
and Celotex  
Wall and  
Ceiling Panels  
(all walls/ceilings)

◻◻◻◻ ACM Ceiling Tiles

◻◻◻◻ ACM Vinyl Floor Tile/mastic



Upper  
Floor

\* This diagram is not to scale and is intended solely for the general representation of Asbestos Containing Materials (ACMs).

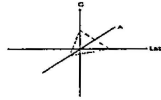
★ ACM Window Glazing (NE and E windows)

## Laboratory Analysis Results



**CA Labs**  
Dedicated to  
Quality

**CA Labs, L.L.C.**  
12232 Industriplex, Suite 32  
Baton Rouge, LA 70809  
Phone 225-751-5632  
Fax 225-751-5634



**NVLAP #200772-0**  
**TDSHS #300370**  
**CDPHE #AL-18111**  
**LELAP #03069**

## **Materials Characterization - Bulk Asbestos Analysis**

### **Laboratory Analysis Report - Polarized Light**

**Phase Con Environmental Consultants, LLC**

Attn: Doug Close

2166 Peregrine Court  
Grand Junction, CO 81507

Customer Project: 649 25 Rd.  
Reference #: CBR24010195

Date: 1/15/2024

#### **Analysis and Method**

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are performed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

#### **Discussion**

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

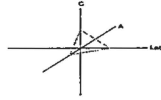
Quantification of <1% will actually be reported as <=1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

#### **Qualifications**

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.

**CA Labs**  
 Dedicated to  
 Quality

**CA Labs, L.L.C.**  
 12232 Industriplex, Suite 32  
 Baton Rouge, LA 70809  
 Phone 225-751-5632  
 Fax 225-751-5634



NVLAP #200772-0  
 TDSHS #300370  
 CDPHE #AL-18111  
 LELAP #03069

Overview of Project Sample Material Containing Asbestos

Customer Project:		649 25 Rd.		CA Labs Project #:	CBR24010195
Sample #	Layer #	Analysts	Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
1	1-1		Gray Transite	20% Chrysotile	Gray Transite Tan Surfaced Gray Sealant White Surfaced Gray Sealant White Surfaced Gray Plaster White Surfaced Brown Ceiling Tile White Surfaced White Compound Tan Surfaced Gray Plaster Tan Surfaced White Compound
2	2-1		Gray Transite	20% Chrysotile	
5	5-1		Tan Surfaced Gray Sealant	2% Chrysotile	
6	6-1		White Surfaced Gray Sealant	2% Chrysotile	
9	9-1		White Surfaced Gray Plaster	2% Chrysotile	
10	10-1		White Surfaced Brown Ceiling Tile	2% Chrysotile	
11	11-1		White Surfaced Brown Ceiling Tile	2% Chrysotile	
15	15-1		White Surfaced White Compound	2% Chrysotile	

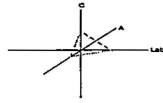
**Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):**

ca - carbonate	pe - perlite	fg - fiberglass	pa - palygorskite (clay)
gypsum - gypsum	qu - quartz	mw - mineral wool	
bi - binder		wo - wollastinite	
or - organic		ta - talc	
ma - matrix		sy - synthetic	
mi - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

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**CA Labs, L.L.C.**  
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 Baton Rouge, LA 70809  
 Phone 225-751-5632  
 Fax 225-751-5634



NVLAP #200772-0  
 TDSHS #300370  
 CDPHE #AL-18111  
 LELAP #03069

Overview of Project Sample Material Containing Asbestos

<b>Customer Project:</b>	649 25 Rd.	<b>CA Labs Project #:</b>	CBR24010195
<b>Sample #</b>	<b>Layer #</b>	<b>Analysts Physical Description of Subsample</b>	<b>Asbestos type / calibrated visual estimate percent</b>
			<b>List of Affected Building Material Types</b>

16                    16-2   *Gray Plaster*                    **2% Chrysotile**

17                    17-1   *Gray Plaster*                    **2% Chrysotile**

18                    18-1   *Tan Surfaced Gray Plaster*                    **2% Chrysotile**

19                    19-1   *Tan Surfaced White Compound*                    **2% Chrysotile**

20                    20-1   *Tan Surfaced Gray Plaster*                    **2% Chrysotile**

21                    21-1   *Black Felt and Tar*                    **2% Chrysotile**

22                    22-1   *Black Felt and Tar*                    **2% Chrysotile**

23                    23-1   *White Textured Surfacing*                    **2% Chrysotile**

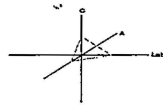
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**NVLAP #200772-0**  
**TDSHS #300370**  
**CDPHE #AL-18111**  
**LELAP #03069**

**Overview of Project Sample Material Containing Asbestos**

<b>Customer Project:</b> 649 25 Rd.		<b>CA Labs Project #:</b> CBR24010195			
Sample #	Layer #	Analysts	Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types

26                    26-1    *Gray Ceiling Tile*                    **2% Chrysotile**

27                    27-1    *Tan Surfaced Gray Plaster*                    **2% Chrysotile**

28                    28-1    *Tan Surfaced White Compound*                    **3% Chrysotile**

                         28-2    *Gray Plaster*    **2% Chrysotile**

29                    29-1    *Tan Surfaced Gray Plaster*                    **2% Chrysotile**

30                    30-1    *Tan Surfaced White Compound*                    **2% Chrysotile**

31                    31-1    *Tan Surfaced White Compound*                    **2% Chrysotile**

32                    32-1    *Tan Surfaced White Compound*                    **2% Chrysotile**

**Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):**

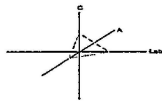
- |                  |              |                    |                          |
|------------------|--------------|--------------------|--------------------------|
| ca - carbonate   | pe - perlite | fg - fiberglass    | pa - palygorskite (clay) |
| gypsum - gypsum  | qu - quartz  | mw - mineral wool  |                          |
| bi - binder      |              | wo - wollastinite  |                          |
| or - organic     |              | ta - talc          |                          |
| ma - matrix      |              | sy - synthetic     |                          |
| mi - mica        |              | ce - cellulose     |                          |
| ve - vermiculite |              | br - brucite       |                          |
| ot - other       |              | ka - kaolin (clay) |                          |

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**NVLAP #200772-0**  
**TDSHS #300370**  
**CDPHE #AL-18111**  
**LELAP #03069**

**Overview of Project Sample Material Containing Asbestos**

**Customer Project:** 649 25 Rd.

**CA Labs Project #:** CBR24010195

Sample #	Layer #	Analysts	Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
	39-2		Black Floor Tile	4% Chrysotile	
	39-3		Brown Mastic	2% Chrysotile	
40	40-2		Gray Floor Tile	3% Chrysotile	
	40-3		Black Mastic	2% Chrysotile	
49	49-1		Brown Floor Tile	3% Chrysotile	
	49-2		Black Mastic	2% Chrysotile	
50	50-1		Brown Floor Tile	3% Chrysotile	
	50-2		Black Mastic	2% Chrysotile	

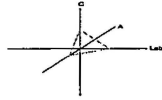
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NVLAP #200772-0  
 TDSHS #300370  
 CDPHE #AL-18111  
 LELAP #03069

Overview of Project Sample Material Containing Asbestos

<b>Customer Project:</b>	649 25 Rd.		<b>CA Labs Project #:</b>	CBR24010195
<b>Sample #</b>	<b>Layer #</b>	<b>Analysts Physical Description of Subsample</b>	<b>Asbestos type / calibrated visual estimate percent</b>	<b>List of Affected Building Material Types</b>

53	53-1	Tan Floor Tile	3% Chrysotile	
----	------	----------------	---------------	--

	53-2	Black Mastic	2% Chrysotile	
--	------	--------------	---------------	--

54	54-1	Tan Floor Tile	3% Chrysotile	
----	------	----------------	---------------	--

	54-2	Black Mastic	2% Chrysotile	
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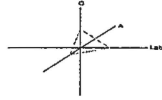
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or - organic		ta - talc	
ma - matrix		sy - synthetic	
mi - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

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NVLAP #200772-0  
TDSHS #300370  
CDPHE #AL-18111  
LELAP #03069

**Polarized Light Asbestiform Materials Characterization**

**Customer Info:** Attn: Doug Close  
**Phase Con Environmental Consultants, LLC**  
2166 Peregrine Court  
Grand Junction, CO 81507

**Customer Project:**  
649 25 Rd.

**CA Labs Project #:**  
CBR24010195

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 3 day

**Date:** 1/15/2024  
**Samples Received:** 1/11/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
1		1-1	Gray Transite	Y	20% Chrysotile		80% qu, ma, ca
2		2-1	Gray Transite	Y	20% Chrysotile		80% qu, ma, ca
3		3-1	Black Shingle with Black Gravel	Y	None Detected	70% fg	30% qu, ma, bi
4		4-1	Black Shingle with White Gravel	Y	None Detected	70% fg	30% qu, ma, bi
5		5-1	Tan Surfaced Gray Sealant	N	2% Chrysotile		98% qu, ma, bi, ca
6		6-1	White Surfaced Gray Sealant	N	2% Chrysotile		98% qu, ma, bi, ca
7		7-1	Blue Surfaced Tan Plaster	N	None Detected		100% qu, ma, bi, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby  
Analyst

Senior Analyst  
Alicia Stretz

Laboratory Director  
Chris Williams

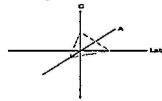
1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers  
2. Fire Damage no significant fiber damages affecting fibrous percentages  
3. Actinolite in association with Vermiculite  
4. Layer not analyzed - attached to previous positive layer and contamination is suspected  
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc  
7. Contamination suspected from other building materials  
8. Favorable scenario for water separation on vermiculite for possible analysis by another method  
9. < 1% Result point counted positive  
10. TEM analysis suggested



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**NVLAP #200772-0**  
**TDSHS #300370**  
**CDPHE #AL-18111**  
**LELAP #03069**

**Polarized Light Asbestiform Materials Characterization**

**Customer Info:** Attn: Doug Close  
**Phase Con Environmental Consultants, LLC**  
 2166 Peregrine Court  
 Grand Junction, CO 81507

**Customer Project:**  
 649 25 Rd.

**CA Labs Project #:**  
 CBR24010195

Phone # 970-241-6480  
 Fax # 970-241-6584

**Turnaround Time:** 3 day

**Date:** 1/15/2024  
**Samples Received:** 1/11/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Subsample	Physical Description of	Homo- geneo- us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
8		8-1		Blue Surfaced Tan Plaster	N	None Detected		100% qu, ma, bi, ca
9		9-1		White Surfaced Gray Plaster	N	2% Chrysotile		98% qu, ma, bi, ca
10		10-1		White Surfaced Brown Ceiling Tile	N	2% Chrysotile	80% ce	18% qu, ma, bi, ca
11		11-1		White Surfaced Brown Ceiling Tile	N	2% Chrysotile	80% ce	18% qu, ma, bi, ca
12		12-1		White Surfaced Tan Ceiling Tile	N	None Detected	80% ce	20% qu, ma, bi
13		13-1		White Surfacing	Y	None Detected		100% qu, bi, ca
		13-2		Gray Ceiling Tile	Y	None Detected	15% fg 50% ce	35% qu, ma, pe

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
 Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
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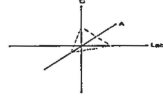
Laboratory Director  
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 2. Fire Damage no significant fiber damages effecting fibrous percentages  
 3. Actinolite in association with Vermiculite  
 4. Layer not analyzed - attached to previous positive layer and contamination is suspected  
 5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc  
 7. Contamination suspected from other building materials  
 8. Favorable scenario for water separation on vermiculite for possible analysis by another method  
 9. < 1% Result point counted positive  
 10. TEM analysis suggested

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**NVLAP #200772-0**  
**TDSHS #300370**  
**CDPHE #AL-18111**  
**LELAP #03069**

**Polarized Light Asbestiform Materials Characterization**

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**Phase Con Environmental Consultants, LLC**  
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**Customer Project:**  
649 25 Rd.

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Phone # 970-241-6480  
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**Turnaround Time:** 3 day

**Date:** 1/15/2024  
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**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
14		14-1	White Surfaced White Compound	N	None Detected		100% qu, mi, bi, ca
		14-2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
15		15-1	White Surfaced White Compound	N	2% Chrysotile		98% qu, mi, bi, ca
		15-2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
16		16-1	White Surfacing	N	None Detected		100% qu, bi, ca
		16-2	Gray Plaster	Y	2% Chrysotile		98% qu, ma, ca
17		17-1	Gray Plaster	Y	2% Chrysotile		98% qu, ma, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

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Senior Analyst  
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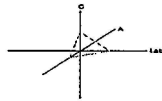
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4. Layer not analyzed - attached to previous positive layer and contamination is suspected  
5. Not enough sample to analyze

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7. Contamination suspected from other building materials  
8. Favorable scenario for water separation on vermiculite for possible analysis by another method  
9. < 1% Result point counted positive  
10. TEM analysis suggested

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**NVLAP #200772-0**  
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Sample #	Com ment	Layer #	Analysts Subsample	Physical Description of	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
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19		19-1		Tan Surfaced White Compound	N	2% Chrysotile		98% qu, mi, bi, ca
		19-2		Gray Plaster	Y	None Detected		100% qu, ma, ca
20		20-1		Tan Surfaced Gray Plaster	N	2% Chrysotile		98% qu, ma, ve, bi, ca
21		21-1		Black Felt and Tar	N	2% Chrysotile	80% ce	18% qu, ma, bi
22		22-1		Black Felt and Tar	N	2% Chrysotile	80% ce	18% qu, ma, bi
23		23-1		White Textured Surfacing	N	2% Chrysotile		98% qu, mi, bi, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
 Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
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gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
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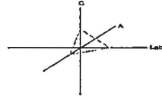
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**Polarized Light Asbestiform Materials Characterization**

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649 25 Rd.

**CA Labs Project #:**  
CBR24010195

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 3 day

**Date:** 1/15/2024  
**Samples Received:** 1/11/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
		23-2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
24		24-1	White Surfaced Tan Floorboard	N	None Detected	80% ce	20% qu, ma
25		25-1	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
26		26-1	Gray Ceiling Tile	Y	2% Chrysotile	15% fg 50% ce	35% qu, ma, pe
		26-2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
27		27-1	Tan Surfaced Gray Plaster	N	2% Chrysotile		98% qu, ma, bi, ca
28		28-1	Tan Surfaced White Compound	N	3% Chrysotile		97% qu, mi, bi, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
Identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby  
Analyst

Senior Analyst  
Alicia Stretz

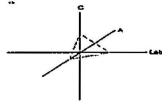
Laboratory Director  
Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers  
2. Fire Damage no significant fiber damages effecting fibrous percentages  
3. Actinolite in association with Vermiculite  
4. Layer not analyzed - attached to previous positive layer and contamination is suspected  
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc  
7. Contamination suspected from other building materials  
8. Favorable scenario for water separation on vermiculite for possible analysis by another method  
9. < 1% Result point counted positive  
10. TEM analysis suggested

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Phone 225-751-5632  
Fax 225-751-5634



NVLAP #200772-0  
TDSHS #300370  
CDPHE #AL-18111  
LELAP #03069

**Polarized Light Asbestiform Materials Characterization**

**Customer Info:** Attn: Doug Close  
**Phase Con Environmental Consultants, LLC**  
2166 Peregrine Court  
Grand Junction, CO 81507

**Customer Project:**  
649 25 Rd.

**CA Labs Project #:**  
CBR24010195

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 3 day

**Date:** 1/15/2024  
**Samples Received:** 1/11/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
			28-2 Gray Plaster	Y	2% Chrysotile		98% qu, ma, ca
29			29-1 Tan Surfaced Gray Plaster	N	2% Chrysotile		98% qu, ma, bi, ca
30			30-1 Tan Surfaced White Compound	N	2% Chrysotile		98% qu, mi, bi, ca
			30-2 White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
31			31-1 Tan Surfaced White Compound	N	2% Chrysotile		98% qu, mi, bi, ca
			31-2 White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
32			32-1 Tan Surfaced White Compound	N	2% Chrysotile		98% qu, mi, bi, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
Identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby  
Analyst

Senior Analyst  
Alicia Stretz

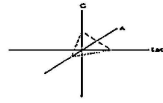
Laboratory Director  
Chris Williams

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2. Fire Damage no significant fiber damages affecting fibrous percentages  
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7. Contamination suspected from other building materials  
8. Favorable scenario for water separation on vermiculite for possible analysis by another method  
9. < 1% Result point counted positive  
10. TEM analysis suggested

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NVLAP #200772-0  
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LELAP #03069

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Grand Junction, CO 81507

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**CA Labs Project #:**  
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Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 3 day

**Date:** 1/15/2024  
**Samples Received:** 1/11/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
32-2	White Drywall with Paper			N	None Detected	10% ce	90% qu, gy
33	33-1 Tan Surfaced White Compound			N	3% Chrysotile		97% qu, mi, bi, ca
	White Compound Beneath						
33-2	Tape			Y	3% Chrysotile		97% qu, mi, ca
33-3	White Drywall with Paper			N	None Detected	10% ce	90% qu, gy
34	34-1 Tan Surfaced White Compound			N	3% Chrysotile		97% qu, mi, bi, ca
	White Compound Beneath						
34-2	Tape			Y	3% Chrysotile		97% qu, mi, ca
34-3	White Drywall with Paper			N	None Detected	10% ce	90% qu, gy

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

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Analyst

Senior Analyst  
Alicia Stretz

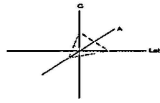
Laboratory Director  
Chris Williams

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7. Contamination suspected from other building materials  
8. Favorable scenario for water separation on vermiculite for possible analysis by another method  
9. < 1% Result point counted positive  
10. TEM analysis suggested

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**NVLAP #200772-0**  
**TDSHS #300370**  
**CDPHE #AL-18111**  
**LELAP #03069**

**Polarized Light Asbestiform Materials Characterization**

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**Phase Con Environmental Consultants, LLC**  
2166 Peregrine Court  
Grand Junction, CO 81507

**Customer Project:**  
649 25 Rd.

**CA Labs Project #:**  
CBR24010195

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 3 day

**Date:** 1/15/2024  
**Samples Received:** 1/11/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
35		35-1	Tan Linoleum	Y	None Detected	20% ce	80% qu, ma
		35-2	Tan Mastic	Y	None Detected		100% qu, bi
36		36-1	Tan Linoleum	Y	None Detected	20% ce	80% qu, ma
		36-2	Tan Mastic	Y	None Detected		100% qu, bi
37		37-1	Green Floor Tile	Y	3% Chrysotile		97% qu, ma, ca
		37-2	Black Mastic	Y	6% Chrysotile		94% qu, bi
38		38-1	Green Floor Tile	Y	3% Chrysotile		97% qu, ma, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
identification of asbestos types by dispersion attaining / becke line method.

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gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby  
Analyst

Senior Analyst  
Alicia Stretz

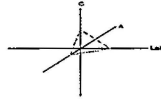
Laboratory Director  
Chris Williams

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8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
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NVLAP #200772-0  
TDSHS #300370  
CDPHE #AL-18111  
LELAP #03069

**Polarized Light Asbestiform Materials Characterization**

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**Phase Con Environmental Consultants, LLC**  
2166 Peregrine Court  
Grand Junction, CO 81507

**Customer Project:**  
649 25 Rd.

**CA Labs Project #:**  
CBR24010195

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 3 day

**Date:** 1/15/2024  
**Samples Received:** 1/11/2024

**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
38-2			Black Mastic	Y	6% Chrysotile		94% qu, bi
39			Tan Mastic	Y	None Detected		100% qu, bi
39-2			Black Floor Tile	Y	4% Chrysotile		96% qu, ma, ca
39-3			Brown Mastic	Y	2% Chrysotile		98% qu, bi
40			Tan Mastic	Y	None Detected		100% qu, bi
40-2			Gray Floor Tile	Y	3% Chrysotile		97% qu, ma, ca
40-3			Black Mastic	Y	2% Chrysotile		98% qu, bi

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
Identification of asbestos types by dispersion attaining / becke line method.

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gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
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Approved Signatories:

David Darby  
Analyst

Senior Analyst  
Alicia Stretz

Laboratory Director  
Chris Williams

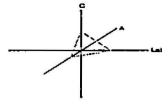
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**NVLAP #200772-0**  
**TDSHS #300370**  
**CDPHE #AL-18111**  
**LELAP #03069**

**Polarized Light Asbestiform Materials Characterization**

**Customer Info:** Attn: Doug Close  
**Phase Con Environmental Consultants, LLC**  
 2166 Peregrine Court  
 Grand Junction, CO 81507

**Customer Project:**  
 649 25 Rd.

**CA Labs Project #:**  
 CBR24010195

Phone # 970-241-6480  
 Fax # 970-241-6584

**Turnaround Time:** 3 day

**Date:** 1/15/2024  
**Samples Received:** 1/11/2024

**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Subsample	Physical Description of	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
41		41-1		Tan Mastic	Y	None Detected		100% qu, bi
		41-2		Red Linoleum	Y	None Detected	30% ce	70% qu, ma
42		42-1		Tan Mastic	Y	None Detected		100% qu, bi
		42-2		Red Linoleum	Y	None Detected	30% ce	70% qu, ma
43		43-1		Gray Foam	Y	None Detected		100% qu, ot
		43-2		Green Linoleum	Y	None Detected	20% ce	80% qu, ma
44		44-1		Gray Foam	Y	None Detected		100% qu, ot

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)

Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for

Identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby  
 Analyst

Senior Analyst  
 Alicia Stretz

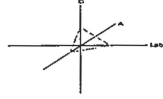
Laboratory Director  
 Chris Williams

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NVLAP #200772-0  
TDSHS #300370  
CDPHE #AL-18111  
LELAP #03069

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2166 Peregrine Court  
Grand Junction, CO 81507

**Customer Project:**  
649 25 Rd.

**CA Labs Project #:**  
CBR24010195

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 3 day

**Date:** 1/15/2024  
**Samples Received:** 1/11/2024

**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
45		45-1	White Floor Tile	Y	None Detected		100% qu, ca
		45-2	Tan Mastic	Y	None Detected		100% qu, bi
46		46-1	White Floor Tile	Y	None Detected		100% qu, ca
47		47-1	Tan Linoleum	Y	None Detected	20% ce	80% qu, ma
		47-2	Tan Mastic	Y	None Detected		100% qu, bi
48		48-1	Tan Linoleum	Y	None Detected	20% ce	80% qu, ma
		48-2	Tan Mastic	Y	None Detected		100% qu, bi

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
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gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bl - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
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Approved Signatories:

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Analyst

Senior Analyst  
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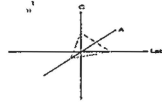
Laboratory Director  
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**Turnaround Time:** 3 day

**Date:** 1/15/2024  
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**Date Of Sampling:**  
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Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
49		49-1	Brown Floor Tile	Y	3% Chrysotile		97% qu, ma, ca
		49-2	Black Mastic	Y	2% Chrysotile		98% qu, bi
50		50-1	Brown Floor Tile	Y	3% Chrysotile		97% qu, ma, ca
		50-2	Black Mastic	Y	2% Chrysotile		98% qu, bi
51		51-1	Blue Linoleum	Y	None Detected	20% ce	80% qu, ma, bi
52		52-1	Blue Linoleum	Y	None Detected	20% ce	80% qu, ma, bi
53		53-1	Tan Floor Tile	Y	3% Chrysotile		97% qu, ma, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
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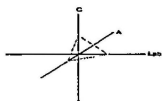
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**Turnaround Time:** 3 day

**Date:** 1/15/2024  
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**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Subsample	Physical Description of	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
				<i>53-2 Black Mastic</i>	Y	<i>2% Chrysotile</i>		98% qu, bi
54				<i>54-1 Tan Floor Tile</i>	Y	<i>3% Chrysotile</i>		97% qu, ma, ca
				<i>54-2 Black Mastic</i>	Y	<i>2% Chrysotile</i>		98% qu, bi
55				<i>55-1 Green Linoleum</i>	Y	<i>None Detected</i>	20% ce	80% qu, ma
56				<i>56-1 Green Linoleum</i>	Y	<i>None Detected</i>	20% ce	80% qu, ma

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
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Approved Signatories:

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Analyst

Senior Analyst  
Alicia Stretz

Laboratory Director  
Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers  
2. Fire Damage no significant fiber damages effecting fibrous percentages  
3. Actinolite in association with Vermiculite  
4. Layer not analyzed - attached to previous positive layer and contamination is suspected  
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc  
7. Contamination suspected from other building materials  
8. Favorable scenario for water separation on vermiculite for possible analysis by another method  
9. < 1% Result point counted positive  
10. TEM analysis suggested



C.A. Labs, LLC.  
 12232 Industriplex  
 Suite 32  
 Baton Rouge, LA 70809

Phone: 225-751-5632  
 Fax: 225-751-5634  
 Mobile: 225-993-3471

**Chain of Custody**

Client Name: Phase Con Environmental Consultants, LLC **CA Labs job #** CBR 24010195

Client Address: 2166 Peregrine Court  
 Grand Junction, CO 81507

Billing Address: Same  
 (if different)

phone number: 970-260-3341

fax number: 888-966-0231

Project Number: \_\_\_\_\_

Send Reports to: Douglas Close

Project Name: 649 25 Rd.

Reports Results

Contact: Douglas Close

VIA: EMAIL  FAX \_\_\_\_\_ VERBAL \_\_\_\_\_

Total # Samples Submitted: <u>56</u>	Total # Samples to be Analyzed: <u>56</u>	Material Matrix: Air <u>(Bulk)</u> Water
---	--	---

Asbestos: *please call ahead for availability of all rush and/or after hours samples.*

TEM	TA Time	PLM	TA Time	Optical / IAQ	TA Time
<i>Circle analysis and TA time</i>		<i>Circle analysis and TA time</i>			
AHERA	4 hour	Improved	4 hour	Allergen Particle:	2 hour
EPA Level II	8 hour	Interim	8 hour	tape/bulk/swab	4 hour
Drinking Water	16 hour		16 hour	Cyclex-d cassettes	8 hour
Wipe	24 hour	<u>AHERA</u>	24 hour	Air-o-cell cassettes	16 hour
Micro-vac	2 days		2 days	Anderson cultures	24 hour
NIOSH 7402	3 days	Point Count -	<u>3 days</u>	Bulk/swab cultures	2 days
Chatfield Bulk	5 days	(NESHAPS)	5 days	Bacteria cultures	3 days
				PCM: NIOSH 7400	5-10 days

Lead: *Circle analysis and TA time*

Matrix:	Paint Chips	Soil	Air	Wipes	Wastewater	TCLP
TA Time:	8 hour	1 day	2 days	3 days	5 days	6-10 days

Sample Information:

Sample Number:	Sample Location:	Sample Date/Time:	Sample Volume (L)
<u>1</u>			
<u>thru</u>			
<u>56</u>			

Custody Information:

Samples relinquished:

[Signature] 1/10/24  
 Signature / Date / Time

Samples received:

Carel Krane 1/11/24 10:15  
 Signature / Date / Time

Samples relinquished:

\_\_\_\_\_  
 Signature / Date / Time

Samples received:

\_\_\_\_\_  
 Signature / Date / Time

# Certificates



Colorado Department  
of Public Health  
and Environment

# ASBESTOS CERTIFICATION\*

This certifies that

**Douglas A. Close**

**Certification No.: 2930**


has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Inspector/Management Planner\***

**Issued: October 27, 2023**

**Expires: October 25, 2024**

*This certificate is valid only with the possession of a  
current Division-approved training course certification  
in the discipline specified above.*

  
Authorized APCD Representative  
SEAL



Colorado Department  
of Public Health  
and Environment

# ASBESTOS CERTIFICATION\*

This certifies that

**Douglas A. Close**

**Certification No.: 2930**

has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Project Designer\***

**Issued:** October 27, 2023

**Expires:** October 25, 2024

*This certificate is valid only with the possession of a  
current Division-approved training course certification  
in the discipline specified above.*

  
Authorized APCD Representative

SEAL





Colorado Department  
of Public Health  
and Environment

# ASBESTOS CERTIFICATION\*

This certifies that

**Douglas A. Close**

**Certification No. 2930**

has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Air Monitoring Specialist\***

**Issued: October 27, 2023**

**Expires: October 25, 2024**

*\*This certificate is valid only with the possession of a  
current Division approved training course certification  
in the discipline specified above.*

  
Authorized APCD Representative

SEAL



Colorado Department  
of Public Health  
and Environment

# ASBESTOS CONSULTING FIRM

This certifies that

**Phase Con Environmental Consultants, LLC**

**Registration No.: ACF - 14801**

has met the registration requirements of 25-7-507, C.R.S. and the Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos consulting activities as required under Regulation No 8, Part B, in the state of Colorado.

Issued: January 30, 2023

Expires: January 30, 2024

Authorized APCD Representative  
SEAL



Colorado Department  
of Public Health  
and Environment

# ASBESTOS LABORATORY

This certifies that

**Phase Con Environmental Consultants, LLC**

Registration No.: AL - 14801

has met the registration requirements of 25-7-507, C.R.S. and the Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos laboratory testing activities, as required by Regulation No. 8, Part B, in the state of Colorado.

Issued: April 12, 2023

Expires: April 07, 2024

Authorized (APCB) Representative  
SEAL



Colorado Department  
of Public Health  
and Environment

## ASBESTOS LABORATORY

This certifies that

**CA Labs, LLC**

**Registration No.: AL - 27819**

has met the registration requirements of 25-7-507, C.R.S. and the Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos laboratory testing activities, as required by Regulation No 8, Part B, in the state of Colorado.

Issued: April 28, 2023

Expires: May 12, 2024

Authorized APCD Representative

SEAL

United States Department of Commerce  
National Institute of Standards and Technology



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**Certificate of Accreditation to ISO/IEC 17025:2017**

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**NVLAP LAB CODE: 200772-0**

**CA Labs L.L.C.**  
Baton Rouge, LA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

**Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

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2024-01-01 through 2024-12-31

*Effective Dates*



---

*Dana S. Gorman*  
For the National Voluntary Laboratory Accreditation Program



# Asbestos Building Materials Inspection Services

Client: The City of Grand Junction, 250 N. 5<sup>th</sup> Street, Grand Junction,  
CO 81501

Project Site: 2844 Patterson Road, Grand Junction, CO 81506

(House, Large Metal Shop, Metal Carport and Small Metal Shop  
Structures)

Inspection Date: January 22, 2024

**Phase Con Project #: 24-01-22D1**

2166 Peregrine Court  
Grand Junction, CO 81507  
970-260-3341 -- office@phasecon.com

## **2844 Patterson Road, Grand Junction, CO -- House (SFRD) & Outbuildings**

### **Sampling Description**

Phase Con provided asbestos building inspection services at 2844 Patterson Road in Grand Junction, Colorado on January 22, 2024. The inspection was performed by Mr. Douglas Close, a Colorado State and EPA Asbestos Building Inspector/Management Planner. This house (SFRD) and outbuildings are scheduled for demolition in the near future. Suspect materials within the scope of work were sampled and analyzed as per Colorado State Regulation #8.

A random sampling scheme was utilized in choosing sampling locations. This scheme used a grid system and randomly generated numbers. The Inspector, Mr. Douglas Close, classified the suspect materials by type (Thermal System Insulation (TSI), Surfacing Materials, and Miscellaneous Materials), and obtained the appropriate number of samples of each material based upon material type, and quantity.

Tables are provided which detail the individual samples obtained, the laboratory analysis results for these samples, the quantity and condition of Asbestos Containing Building Materials (ACBM), the locations of each homogeneous area, and other material specific information. Potential for damage to materials information is provided in the following sampling information tables.

### **Discussion & Recommendations**

#### House Structure

***The following materials were positive for Colorado State and EPA regulated asbestos content (>1% asbestos):***

- Popcorn Type Ceiling Texture & Joint Compound in Associated Gypsum Board Systems - present in the basement as shown on the attached diagram. Areas of overspray on the walls were observed and will need to be properly abated (removed) as part of the abatement process. There is an estimated 400 sf of this ACBM present.
- 9x9 Vinyl Floor Tile & Associated Black Mastic - present in the front entry area beneath carpeting. There is an estimated 65 sf of this ACBM present.

- Paper Type Duct Insulation Wrap – present on original ductwork in the house. Visible in the basement as a single large duct with a few branches with insulation also present at the vent openings on the main floor. There is an estimated 60 sf of this ACM present.

The prior listed ACMs are regulated by the State of Colorado and the EPA and must be handled, removed and disposed of by a State of Colorado licensed asbestos abatement contractor (General Abatement Certificate holder) in accordance with Colorado State Regulation #8 prior to building demolition.

-----

***The following materials were positive for 'trace' asbestos content (<=1% asbestos) as verified by point count analysis:***

- Interior Plaster – present on most walls and ceilings on the main level of the house and the stairway leading to the basement. There is an estimated 3000 sf of this trace asbestos content plaster present.

The trace asbestos content (<=1% asbestos as verified by point count analysis) building materials listed above are NOT considered to be Asbestos Containing Building Materials (ACBMs) by the State of Colorado or the EPA and therefore are not regulated by these two bodies; however, OSHA regulations apply to damage, disturbance or handling of this trace asbestos content material and landfills will require special packaging and disposal of these materials. OSHA regulations only apply to employee exposure. The presence of any amount of asbestos in building debris/waste will result in landfill packaging requirements, fees and dumping restrictions. The client must contact the landfill to ensure appropriate packaging and disposal compliance. OSHA requirements are detailed here:

- Exposure monitoring of personnel during the first work shift to determine exposure levels. If exposure levels are within the OSHA PEL and STEL, then the requirements listed below apply...if exposure levels are above the OSHA PEL/STEL then work must proceed as Class I OSHA asbestos work.
- Use of wet methods, or wetting agents, to control employee exposures during asbestos handling.
- Prompt clean-up and disposal of wastes and debris contaminated with asbestos in leak-tight containers.
- Prohibition of high speed abrasive disc saws not equipped with



HEPA filtration.

- Prohibition of compressed air used to remove asbestos, or as a clean-up technique.
- Prohibition of employee rotation as a means of reducing employee exposure to asbestos.
- Asbestos awareness training for all personnel (typically eight hours of training).

Furthermore, I recommend the use of half-face negative pressure respirators equipped with HEPA filtered cartridges by all personnel along with other appropriate Personal Protective Equipment (PPE) and establishment of a regulated work area with negative air pressure produced by HEPA filtration of interior air exhausted outside of the building.

*Although not required by the State and the EPA for trace asbestos content materials; I recommend that any materials which contain asbestos in any quantity only be damaged or disturbed by properly trained and protected personnel in the employ of a licensed asbestos abatement contractor utilizing appropriate engineering controls and methods. Even trace asbestos content materials can release significant asbestos into the air potentially contaminating portions of the building and resulting in personnel exposure.*

The trace asbestos containing materials will need to be packaged appropriately for disposal in the landfill. The property owner should contact the landfill for specifics.

#### Large Metal Shop Building

**No asbestos containing building materials are present in this structure.** There are no building materials present which are suspect for potential asbestos content; only wood structural members and metal siding/roof panels.

#### Metal Carport Structure

**No asbestos containing building materials are present in this structure.** There are no building materials present which are suspect for potential asbestos content; only wood structural members and metal siding/roof panels.

### Small Metal Shop Structure

**No asbestos containing building materials are present in this structure.** There are no building materials present which are suspect for potential asbestos content; only wood structural members and metal siding/roof panels.

If any previously unknown or undiscovered materials are found during demolition activities which are suspect for asbestos content then these materials should be tested for potential asbestos content prior to continuing any further demolition work.

### Disclaimer

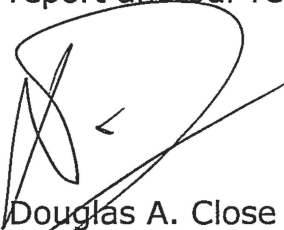
Identified asbestos containing materials may be in areas which are inaccessible or hidden due to their application during the construction process and their subsequent enclosure or covering with building and finish materials. Areas behind walls, inside chases, or other hidden, covered or enclosed areas should be inspected whenever renovation or demolition activities are scheduled which may disturb the materials within or beneath these barriers. Care to watch for hidden or undiscovered materials should be taken by the demolition contractor during the demolition process. A discovery of unknown materials will necessitate stopping demolition until the materials can be inspected by a certified asbestos building inspector. 'Overspray' or excess materials from the installation or application process of asbestos containing materials is common, should be expected in the vicinity of installed asbestos containing materials, and is often present either covered by other building materials or in hidden or unexpected locations.

Bulk material samples are obtained in accordance with applicable regulations, industry standard techniques and analyzed by a NVLAP accredited laboratory; however, due to the asbestos content fluctuations which may occur in a building material due to the application and/or initial mixing process no guarantee can be made as to an 'exact' percentage asbestos content (this includes 'no asbestos detected' and 'trace' contents) which represents the entirety of the material (asbestos content fluctuations can and will occur throughout a building material).

Abatement cost estimates and material quantity estimates are approximate only (due to the hidden nature of many of the materials), and are provided only as a general guideline to the client. More than one licensed Colorado State asbestos abatement contractor should be

consulted to determine actual abatement costs of the ACBMs described above. Actual material quantities can only be determined by complete removal of covering materials.

Please call us with any questions which you may have concerning this report and our recommendations. Thank you.

A handwritten signature in black ink, appearing to read 'Douglas A. Close', is written over the typed name. The signature is stylized and somewhat abstract.

Douglas A. Close  
Colorado State and EPA Certified Asbestos Building  
Inspector/Management Planner #2930

## Sample Description Table(s)

Sampling & Materials Description Table -- 2844 Patterson, GJ, CO

SM PL #	HMG NS AREA	MATERIAL DESCRIPTION	MATERIAL LOCATION(S)	MTR L TYPE	QUA NTIT Y	COND ITION	REASON for CONDN ASSESS MENT	POTE NTIA L for DAM AGE	REA SON for POT DMG	F/NF	ASB EST OS (Y/N)
1	A	Window glazing	All original windows	M	1 sf	G	-	NPD	-	NF	N
2	A	Window glazing	All original windows	M	1 sf	G	-	NPD	-	NF	N
3	B	Exterior brick coating	House exterior	S	1200 sf	G	-	NPD	-	F	N
4	B	Exterior brick coating	House exterior	S	1200 sf	G	-	NPD	-	F	N
5	B	Exterior brick coating	House exterior	S	1200 sf	G	-	NPD	-	F	N
6	B	Exterior brick coating	House exterior	S	1200 sf	G	-	NPD	-	F	N
7	B	Exterior brick coating	House exterior	S	1200 sf	G	-	NPD	-	F	N
8	C	Brick mortar	House bricks	M	50 sf	G	-	NPD	-	F	N
9	C	Brick mortar	House bricks	M	50 sf	G	-	NPD	-	F	N
10	D	Asphalt roofing shingles	Roof	M	1300 sf	G	-	NPD	-	NF	N
11	D	Asphalt roofing shingles	Roof	M	1300 sf	G	-	NPD	-	NF	N

Sampling & Materials Description Table -- 2844 Patterson, GJ, CO

SM PL #	HMG NS AREA	MATERIAL DESCRIPTION	MATERIAL LOCATION(S)	MTR L TYPE	QUA NTIT Y	COND ITION	REASON for COND N ASSESS MENT	POTE NTIA L for DAM AGE	REA SON for POT DMG	F/NF	ASB EST OS (Y/N)
12	E	Plaster	Main floor interior walls/ ceilings	S	3000 sf	G	-	NPD	-	F	N
13	E	Plaster	Main floor interior walls/ ceilings	S	3000 sf	G	-	NPD	-	F	N
14	E	Plaster	Main floor interior walls/ ceilings	S	3000 sf	G	-	NPD	-	F	N
15	E	Plaster	Main floor interior walls/ ceilings	S	3000 sf	G	-	NPD	-	F	Trace
16	E	Plaster	Main floor interior walls/ ceilings	S	3000 sf	G	-	NPD	-	F	Trace
17	F	White square pattern sheet vinyl flooring	Kitchen, DR, bathrooms top layer	M	300 sf	G	-	NPD	-	F	N
18	F	White square pattern sheet vinyl flooring	Kitchen, DR, bathrooms top layer	M	300 sf	G	-	NPD	-	F	N
19	G	Black tar impregnated felt	Bottom layer, kitchen, DR, rear entry & east bathroom	M	250 sf	G	-	NPD	-	F	N
20	G	Black tar impregnated felt	Bottom layer, kitchen, DR, rear entry & east bathroom	M	250 sf	G	-	NPD	-	F	N
21	H	9x9 vinyl floor tile & black mastic	South entry area	M	65 sf	G	-	NPD	-	NF	Y, both

Sampling & Materials Description Table -- 2844 Patterson, GJ, CO

SM PL #	HMG NS AREA	MATERIAL DESCRIPTION	MATERIAL LOCATION(S)	MTR L TYPE	QUANTIT Y	COND ITION	REASON for COND N ASSESS MENT	POTE NTIA L for DAM AGE	REA SON for POT DMG	F/NF	ASB EST OS (Y/N)
22	H	9x9 vinyl floor tile & black mastic	South entry area	M	65 sf	G	-	NPD	-	NF	Y, both
23	I	Grey paper type duct wrap	Original ductwork & vent boots	M	60 sf	G	-	NPD	-	F	Y
24	I	Grey paper type duct wrap	Original ductwork & vent boots	M	60 sf	G	-	NPD	-	F	Y
25	J	Popcorn type ceiling texture	Basement	S	400 sf	G	-	NPD	-	F	Y
26	J	Popcorn type ceiling texture	Basement	S	400 sf	G	-	NPD	-	F	Y
27	J	Popcorn type ceiling texture	Basement	S	400 sf	G	-	NPD	-	F	Y
28	K	Interior plaster	Basement walls & basement perimeter walls	S	900 sf	G	-	NPD	-	F	N
29	K	Interior plaster	Basement walls & basement perimeter walls	S	900 sf	G	-	NPD	-	F	N
30	K	Interior plaster	Basement walls & basement perimeter walls	S	900 sf	G	-	NPD	-	F	N
31	J	Gypsum board core sample, Homogeneous Area J	Basement	M	400 sf	G	-	NPD	-	F	Y

## Abbreviations

pd -- potential for damage  
F -- Friable  
spd -- sig. potential for damage  
S -- Surfacing material  
M -- Miscellaneous material

d -- damaged  
NF -- Non-Friable  
sd - significant damage  
TSI -- Thermal System Insulation  
Trace -- <1% asbestos

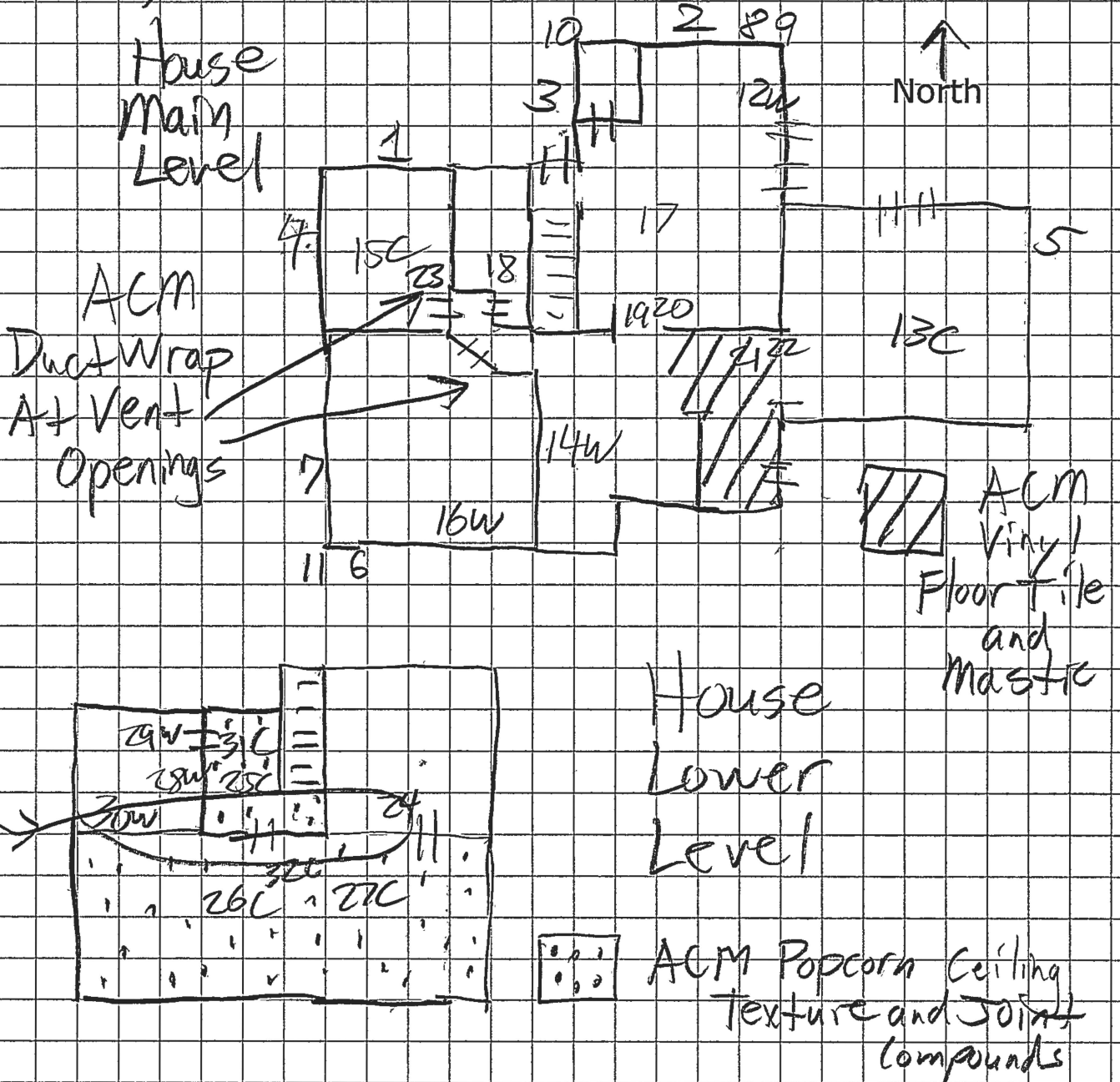
g -- good  
npd -- no potential for damage  
Tr, comp - composite trace content



## Field Sketch – Sampling Locations

# Asbestos Sample Locations Diagram

Site Location: 2844 Patterson Rd.,  
GJ, CO



\* This diagram is not to scale and is intended solely for the general representation of asbestos contaminated areas.

☆ All interior plaster on main level and stairway to basement = "Trace" Asbestos

## Laboratory Analysis Results

**CA Labs**  
 Dedicated to  
 Quality

**CA Labs, L.L.C.**  
 12232 Industriplex, Suite 32  
 Baton Rouge, LA 70809  
 Phone 225-751-5632  
 Fax 225-751-5634



**NVLAP #200772-0**  
**TDSHS #300370**  
**CDPHE #AL-18111**  
**LELAP #03069**

**Polarized Light Asbestiform Materials Point Count**  
 Laboratory Analysis Report - Point Count

**Analysis and Method**

Point counting was performed on a polarized light microscope with a calibrated reticle according to the revised NESHAP method of November 20, 1990 (Federal Register, V.55, N.224, 11/20/90). Original asbestos content of bulk materials was determined using procedures outlined in the interim method (40 CFR part 763, Appendix E to subpart E) and AHERA method (EPA-600/R-93/116). Samples were prepared using HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion staining / becke line method.

**Qualifications**

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one of these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of NVLAP or AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.

**Customer Info:** Attn: Doug Close  
**Phase Con Environmental Consultants, LLC**  
 2166 Peregrine Court  
 Grand Junction, CO 81507

**Customer Project:**  
 2844 Patterson Road

**CA Labs Project #:**  
 CBR24010361B

Phone # 970-241-6480  
 Fax # 970-241-6584

**Turnaround Time:** 2 Day

**Date:** 1/26/2024  
**Samples Received:** 1/25/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Layer #	Analysts Physical Description of Subsample	Homo-geneous (Y/N)	Point Counted % / Asbestos Type
15	15-2	Gray Plaster	Y	0.25% Chrysotile
16	16-2	Gray Plaster	Y	0.50% Chrysotile

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

Approved Signatories:

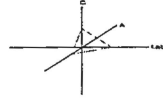
Zo Andriampenanana  
 Analyst

\_\_\_\_\_  
 Senior Analyst  
 Alicia Stretz

Laboratory Director  
 Chris Williams

**CA Labs**  
Dedicated to  
Quality

**CA Labs, L.L.C.**  
12232 Industriplex, Suite 32  
Baton Rouge, LA 70809  
Phone 225-751-5632  
Fax 225-751-5634



**NVLAP #200772-0**  
**TDSHS #300370**  
**CDPHE #AL-18111**  
**LELAP #03069**

## **Materials Characterization - Bulk Asbestos Analysis**

### **Laboratory Analysis Report - Polarized Light**

**Phase Con Environmental Consultants, LLC**

2166 Peregrine Court  
Grand Junction, CO 81507

**Attn:** Doug Close

**Customer Project:** 2844 Patterson Road  
**Reference #:** CBR24010361

**Date:** 1/24/2024

### **Analysis and Method**

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are preformed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

### **Discussion**

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

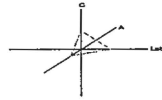
Quantification of <1% will actually be reported as <=1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

### **Qualifications**

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.

**CA Labs**  
**Dedicated to**  
**Quality**

**CA Labs, L.L.C.**  
 12232 Industriplex, Suite 32  
 Baton Rouge, LA 70809  
 Phone 225-751-5632  
 Fax 225-751-5634



**NVLAP #200772-0**  
**TDSHS #300370**  
**CDPHE #AL-18111**  
**LELAP #03069**

**Overview of Project Sample Material Containing Asbestos**

**Customer Project:** 2844 Patterson Road **CA Labs Project #:** CBR24010361

Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
15	15-2	Gray Plaster	2% Chrysotile	<b>Gray Plaster</b> <b>Brown Floor Tile</b> <b>Black Mastic</b> <b>Gray Felt</b> <b>White Textured Surfacing</b>
16	16-2	Gray Plaster	2% Chrysotile	
21	21-1	Brown Floor Tile	4% Chrysotile	
	21-2	Black Mastic	6% Chrysotile	
22	22-1	Brown Floor Tile	4% Chrysotile	
	22-2	Black Mastic	6% Chrysotile	
23	23-1	Gray Felt	70% Chrysotile	
24	24-1	Gray Felt	70% Chrysotile	

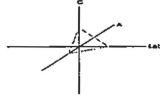
**Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):**

ca - carbonate	pe - perlite	fg - fiberglass	pa - palygorskite (clay)
gypsum - gypsum	qu - quartz	mw - mineral wool	
bi - binder		wo - wollastinite	
or - organic		ta - talc	
ma - matrix		sy - synthetic	
ml - mica		ce - cellulose	
ve - vermiculite		br - brucite	
ot - other		ka - kaolin (clay)	

This report relates to the items tested. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

**CA Labs**  
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**CA Labs, L.L.C.**  
 12232 Industriplex, Suite 32  
 Baton Rouge, LA 70809  
 Phone 225-751-5632  
 Fax 225-751-5634



NVLAP #200772-0  
 TDSHS #300370  
 CDPHE #AL-18111  
 LELAP #03069

Overview of Project Sample Material Containing Asbestos

<b>Customer Project:</b>	2844 Patterson Road		<b>CA Labs Project #:</b>	CBR24010361
Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types

25                      25-1    *White Textured Surfacing*                      **2% Chrysotile**

26                      26-1    *White Textured Surfacing*                      **2% Chrysotile**

27                      27-1    *White Textured Surfacing*                      **2% Chrysotile**

31                      31-1    *White Textured Surfacing*                      **3% Chrysotile**

32                      32-1    *White Textured Surfacing*                      **3% Chrysotile**

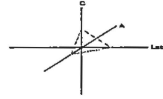
**Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):**

- |                  |              |                    |                          |
|------------------|--------------|--------------------|--------------------------|
| ca - carbonate   | pe - perlite | fg - fiberglass    | pa - palygorskite (clay) |
| gypsum - gypsum  | qu - quartz  | mw - mineral wool  |                          |
| bi - binder      |              | wo - wollastinite  |                          |
| or - organic     |              | ta - talc          |                          |
| ma - matrix      |              | sy - synthetic     |                          |
| mi - mica        |              | ce - cellulose     |                          |
| ve - vermiculite |              | br - brucite       |                          |
| ot - other       |              | ka - kaolin (clay) |                          |

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NVLAP #200772-0  
TDSHS #300370  
CDPHE #AL-18111  
LELAP #03069

**Polarized Light Asbestiform Materials Characterization**

**Customer Info:** Attn: Doug Close  
**Phase Con Environmental Consultants, LLC**  
2166 Peregrine Court  
Grand Junction, CO 81507

**Customer Project:**  
2844 Patterson Road

**CA Labs Project #:**  
CBR24010361

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 24 hr

**Date:** 1/24/2024  
**Samples Received:** 1/23/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
1		1-1	Tan Surfaced White Sealant	N	None Detected		100% qu, ma, bi, ca
2		2-1	Tan Surfaced Gray Sealant	N	None Detected		100% qu, ma, bi, ca
3		3-1	Tan Surfaced White Compound	N	None Detected		100% qu, mi, bi, ca
4		4-1	Tan Surfaced White Compound	N	None Detected		100% qu, mi, bi, ca
5		5-1	Tan Surfaced White Compound	N	None Detected		100% qu, mi, bi, ca
6		6-1	Tan Surfaced White Compound	N	None Detected		100% qu, mi, bi, ca
7		7-1	Tan Surfaced White Compound	N	None Detected		100% qu, mi, bi, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
Identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby  
Analyst

Senior Analyst  
Alicia Stretz

Laboratory Director  
Chris Williams

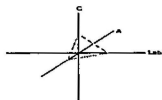
1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers  
2. Fire Damage no significant fiber damages effecting fibrous percentages  
3. Actinolite in association with Vermiculite  
4. Layer not analyzed - attached to previous positive layer and contamination is suspected  
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc  
7. Contamination suspected from other building materials  
8. Favorable scenario for water separation on vermiculite for possible analysis by another method  
9. < 1% Result point counted positive  
10. TEM analysis suggested



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NVLAP #200772-0  
TDSHS #300370  
CDPHE #AL-18111  
LELAP #03069

**Polarized Light Asbestiform Materials Characterization**

**Customer Info:** Attn: Doug Close  
**Phase Con Environmental Consultants, LLC**  
2166 Peregrine Court  
Grand Junction, CO 81507

**Customer Project:**  
2844 Patterson Road

**CA Labs Project #:**  
CBR24010361

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 24 hr

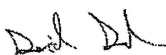
**Date:** 1/24/2024  
**Samples Received:** 1/23/2024  
**Date Of Sampling:**  
**Purchase Order #:**


Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
8		8-1	Gray Plaster	Y	None Detected		100% qu, ma, ca
9		9-1	Gray Plaster	Y	None Detected		100% qu, ma, ca
10		10-1	Black Shingle with Tan Gravel	Y	None Detected	70% fg	30% qu, ma, bi
11		11-1	Black Shingle with Tan Gravel	Y	None Detected	70% fg	30% qu, ma, bi
12		12-1	Tan Surfaced White Finishing Plaster	N	None Detected		100% qu, ma, bi, ca
		12-2	Gray Plaster	Y	None Detected		100% qu, ma, pe, ca
13		13-1	White Surfaced White Compound	N	None Detected		100% qu, ma, bi, ca

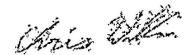
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

  
David Darby  
Analyst

  
Senior Analyst  
Alicia Stretz

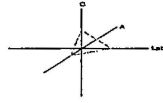
  
Laboratory Director  
Chris Williams

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2. Fire Damage no significant fiber damages affecting fibrous percentages  
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9. < 1% Result point counted positive  
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NVLAP #200772-0  
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2844 Patterson Road

**CA Labs Project #:**  
CBR24010361

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 24 hr

**Date:** 1/24/2024  
**Samples Received:** 1/23/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Subsample	Description of	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
				13-2 White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
14		14-1		Tan Surfaced White Finishing Plaster	N	None Detected		100% qu, ma, bi, ca
		14-2		Gray Plaster	Y	None Detected		100% qu, ma, pe, ca
15		15-1		Tan Surfaced White Finishing Plaster	N	None Detected		100% qu, ma, bi, ca
		15-2		Gray Plaster	Y	2% Chrysotile		98% qu, ma, ca
16		16-1		Tan Surfaced White Finishing Plaster	N	None Detected		100% qu, ma, bi, ca
		16-2		Gray Plaster	Y	2% Chrysotile		98% qu, ma, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
Identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby  
Analyst

Senior Analyst  
Alicia Stretz

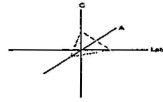
Laboratory Director  
Chris Williams

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2. Fire Damage no significant fiber damages effecting fibrous percentages  
3. Actinolite in association with Vermiculite  
4. Layer not analyzed - attached to previous positive layer and contamination is suspected  
5. Not enough sample to analyze

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7. Contamination suspected from other building materials  
8. Favorable scenario for water separation on vermiculite for possible analysis by another method  
9. < 1% Result point counted positive  
10. TEM analysis suggested

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NVLAP #200772-0  
TDSHS #300370  
CDPHE #AL-18111  
LELAP #03069

**Polarized Light Asbestiform Materials Characterization**

**Customer Info:** Attn: Doug Close  
**Phase Con Environmental Consultants, LLC**  
2166 Peregrine Court  
Grand Junction, CO 81507

**Customer Project:**  
2844 Patterson Road

**CA Labs Project #:**  
CBR24010361

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 24 hr

**Date:** 1/24/2024  
**Samples Received:** 1/23/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
17		17-1	Tan Linoleum	Y	None Detected	20% ce	80% qu, ma
18		18-1	Tan Linoleum	Y	None Detected	20% ce	80% qu, ma
		18-2	Tan Mastic	Y	None Detected		100% qu, bi
19		19-1	Black Felt	Y	None Detected	80% ce	20% qu, ma, bi
20		20-1	Black Felt	Y	None Detected	80% ce	20% qu, ma, bi
21		21-1	Brown Floor Tile	Y	4% Chrysotile		96% qu, ma, ca
		21-2	Black Mastic	Y	6% Chrysotile		94% qu, bi

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastinite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby  
Analyst

Senior Analyst  
Alicia Stretz

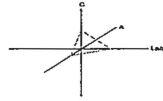
Laboratory Director  
Chris Williams

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9. < 1% Result point counted positive  
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**NVLAP #200772-0**  
**TDSHS #300370**  
**CDPHE #AL-18111**  
**LELAP #03069**

**Polarized Light Asbestiform Materials Characterization**

**Customer Info:** Attn: Doug Close  
**Phase Con Environmental Consultants, LLC**  
2166 Peregrine Court  
Grand Junction, CO 81507

**Customer Project:**  
2844 Patterson Road

**CA Labs Project #:**  
CBR24010361

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 24 hr

**Date:** 1/24/2024  
**Samples Received:** 1/23/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Subsample	Physical Description of	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
22		22-1		Brown Floor Tile	Y	4% Chrysotile		96% qu, ma, ca
		22-2		Black Mastic	Y	6% Chrysotile		94% qu, bi
23		23-1		Gray Felt	Y	70% Chrysotile	10% ce	20% qu, ma
24		24-1		Gray Felt	Y	70% Chrysotile	10% ce	20% qu, ma
25		25-1		White Textured Surfacing	N	2% Chrysotile		98% qu, mi, bi, ca
26		26-1		White Textured Surfacing	N	2% Chrysotile		98% qu, mi, bi, ca
27		27-1		White Textured Surfacing	N	2% Chrysotile		98% qu, mi, bi, ca

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

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Approved Signatories:

David Darby  
Analyst

Senior Analyst  
Alicia Stretz

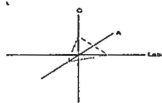
Laboratory Director  
Chris Williams

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7. Contamination suspected from other building materials  
8. Favorable scenario for water separation on vermiculite for possible analysis by another method  
9. < 1% Result point counted positive  
10. TEM analysis suggested

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NVLAP #200772-0  
TDSHS #300370  
CDPHE #AL-18111  
LELAP #03069

## Polarized Light Asbestiform Materials Characterization

**Customer Info:** Attn: Doug Close  
**Phase Con Environmental Consultants, LLC**  
2166 Peregrine Court  
Grand Junction, CO 81507

**Customer Project:**  
2844 Patterson Road

**CA Labs Project #:**  
CBR24010361

Phone # 970-241-6480  
Fax # 970-241-6584

**Turnaround Time:** 24 hr

**Date:** 1/24/2024  
**Samples Received:** 1/23/2024  
**Date Of Sampling:**  
**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts Physical Description of Subsample	Homo- geneo us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
28		28-1	White Surfaced Gray Plaster	N	None Detected		100% qu, ma, bi, ca
29		29-1	Gray Plaster	Y	None Detected		100% qu, ma, ca
30		30-1	White Surfaced Gray Plaster	N	None Detected		100% qu, ma, bi, ca
31		31-1	White Textured Surfacing	N	3% Chrysotile		97% qu, mi, bi, ca
		31-2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy
32		32-1	White Textured Surfacing	N	3% Chrysotile		97% qu, mi, bi, ca
		32-2	White Drywall with Paper	N	None Detected	10% ce	90% qu, gy

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)  
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for  
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or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

David Darby  
Analyst

Senior Analyst  
Alicia Stretz

Laboratory Director  
Chris Williams

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9. < 1% Result point counted positive
10. TEM analysis suggested



C.A. Labs, LLC.  
12232 Industriplex  
Suite 32  
Baton Rouge, LA 70809

Phone: 225-751-5632  
Fax: 225-751-5634  
Mobile: 225-993-3471

**Chain of Custody**

Client Name: Phase Con Environmental Consultants, LLC **CA Labs job # : EBR 24010361**

Client Address: 2166 Peregrine Court  
Grand Junction, CO 81507

phone number: 970-260-3341

fax number: 888-966-0231

Project Number: \_\_\_\_\_

Contact: Douglas Close

Billing Address: Same  
(if different)

Send Reports to: Douglas Close

Project Name: **2844 Patterson Road**

Reports Results VIA:  EMAIL  FAX  VERBAL

Total # Samples Submitted: <b>32</b>	Total # Samples to be Analyzed: <b>32</b>	Material Matrix: Air <input checked="" type="checkbox"/> Bulk <input type="checkbox"/> Water
---	--	---

Asbestos: *please call ahead for availability of all rush and/or after hours samples.*

TEM	TA Time	PLM	TA Time	Optical / IAQ	TA Time
<i>Circle analysis and TA time</i>		<i>Circle analysis and TA time</i>	<i>2 hour</i>	Allergen Particle:	<i>2 hour</i>
AHERA	4 hour	Improved	4 hour	tape/bulk/swab	4 hour
EPA Level II	8 hour	Interim	8 hour	Cyclex-d cassettes	8 hour
Drinking Water	16 hour		16 hour	Air-o-cell cassettes	16 hour
Wipe	24 hour	<b>AHERA</b>	<b>24 hour</b>	Anderson cultures	24 hour
Micro-vac	2 days		2 days	Bulk/swab cultures	2 days
NIOSH 7402	3 days	Point Count -	3 days	Bacteria cultures	3 days
Chatfield Bulk	5 days	(NESHAPS)	5 days	PCM: NIOSH 7400	5-10 days

Lead: *Circle analysis and TA time*

Matrix:	Paint Chips	Soil	Air	Wipes	Wastewater	TCLP
TA Time:	8 hour	1 day	2 days	3 days	5 days	6-10 days

Sample Information:

Sample Number:	Sample Location:	Sample Date/Time:	Sample Volume (L)
<b>1 thru 32</b>			

Custody Information:

Samples relinquished: *[Signature]* 1/22/24 1600  
Signature / Date / Time

Samples received: *Carol Brane* 10:30 1/23/24  
Signature / Date / Time

Samples relinquished: \_\_\_\_\_  
Signature / Date / Time

Samples received: \_\_\_\_\_  
Signature / Date / Time

## Certificates



Colorado Department  
of Public Health  
and Environment

# ASBESTOS CERTIFICATION\*

This certifies that

**Douglas A. Close**

**Certification No.: 2930**

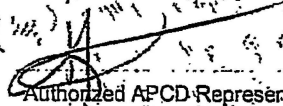
has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Inspector/Management Planner\***

**Issued: October 27, 2023**

**Expires: October 25, 2024**

*\* This certificate is valid only with the possession of a  
current Division-approved training course certification  
in the discipline specified above.*

  
Authorized APCD Representative

SEAL





Colorado Department  
of Public Health  
and Environment

# ASBESTOS CERTIFICATION\*

This certifies that

**Douglas A. Close**

**Certification No.: 2930**

has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Project Designer\***

**Issued:** October 27, 2023

**Expires:** October 25, 2024

*\*This certificate is valid only with the possession of a  
current Division-approved training course certification  
in the discipline specified above.*

  
Authorized APCD Representative

SEAL



Colorado Department  
of Public Health  
and Environment

# ASBESTOS CERTIFICATION\*

This certifies that

**Douglas A. Close**

Certification No.: 2930

has met the requirements of 25-7-507, C.R.S. and Air Quality Control  
Commission Regulation No. 8, Part B, and is hereby certified by the  
state of Colorado in the following discipline:

**Air Monitoring Specialist\***

Issued: October 27, 2023

Expires: October 25, 2024

*\* This certificate is valid only with the possession of a  
current Division-approved training course certification  
in the discipline specified above.*

  
Authorized ARCD Representative

SEAL



Colorado Department  
of Public Health  
and Environment

# ASBESTOS CONSULTING FIRM

This certifies that

## Phase Con Environmental Consultants, LLC

Registration No.: ACF - 14801

has met the registration requirements of 25-7-507, C.R.S. and the Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos consulting activities as required under Regulation No 8, Part B, in the state of Colorado.

Issued: January 30, 2023

Expires: January 30, 2024

Authorized APCD Representative  
SEAL



Colorado Department  
of Public Health  
and Environment

# ASBESTOS LABORATORY

This certifies that

**Phase Con Environmental Consultants, LLC**

Registration No.: AL - 14801

has met the registration requirements of 25-7-507, C.R.S. and the Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos laboratory testing activities, as required by Regulation No. 8, Part-B, in the state of Colorado.

Issued: April 12, 2023

Expires: April 07, 2024

Authorized Representative  
SEAL



Colorado Department  
of Public Health  
and Environment

## ASBESTOS LABORATORY

This certifies that

**CA Labs, LLC**

**Registration No.: AL - 27819**

has met the registration requirements of 25-7-507, C.R.S. and the Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos laboratory testing activities, as required by Regulation No 8, Part B, in the state of Colorado.

Issued: April 28, 2023

Expires: May 12, 2024

Authorized APCD Representative

SEAL

United States Department of Commerce  
National Institute of Standards and Technology



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**Certificate of Accreditation to ISO/IEC 17025:2017**

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NVLAP LAB CODE: 200772-0

**CA Labs L.L.C.**  
Baton Rouge, LA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

**Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

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2024-01-01 through 2024-12-31

*Effective Dates*



A handwritten signature in black ink, appearing to read 'Dana S. Gorman', written over a horizontal line.

*For the National Voluntary Laboratory Accreditation Program*



Purchasing Division

## ADDENDUM NO. 1

**DATE:** October 25, 2024  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Asbestos Abatement RFQ-5527-24-DD

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded, and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. **Question:** Can contractors bid only abatement for this project? Or are we required to bid asbestos abatement and demolition together?  
**Answer:** Bid asbestos abatement only. Demolition is a separate procurement.
2. **Question:** Will the City be issuing a solicitation for the demolition of these structures? If so when?  
**Answer:** Yes, early 2025.
3. **Question:** Will water and power be made available to abatement contractors and ready for use, prior to the project start?  
**Answer:** Power is still on at both locations. Water is not available at either location.
4. **Question:** If abatement contractors are to bid in electric and water, will it be possible to expedite access to temporary power at the project site?  
**Answer:** Power is available. Water is not available.
5. **Question:** For the trace asbestos materials, will a final air clearance be required after work is completed? We are asking, because this would not be a state requirement, and costs could be saved if this is not required.  
**Answer:** No, a final air clearance is not required for trace asbestos materials.
6. **Question:** For the interior plaster, is any of the plaster located on concrete or brick? If so, can you please provide quantities of how much is located on each of these substrates?  
**Answer:** Substrate surfaces are not fully known prior to removal of top layers. Bidders are to use available information, including inspection reports and the non-mandatory pre-bid site visit, to estimate substrate quantities.
7. **Question:** Is there any mastic located on wood or concrete? If so, how much mastic is located on each of these substrates?  
**Answer:** Yes, mastic is present on either wood or concrete. However, substrate surfaces are not fully known prior to removal of top layers. Bidders are to use available information, including inspection reports and the non-mandatory pre-bid site visit, to estimate substrate quantities.

- 8. Question:** Can trace asbestos containing material be left in place during demolition for contractors who qualify to remove trace with demo, or is this contract requiring removal of all trace materials prior to beginning demolition?  
**Answer:** Trace asbestos materials are to be removed during asbestos abatement. The goal is to separate asbestos abatement, including trace materials, from the demolition phase.
- 9. Question:** Can an Add Alternate be added to the bid sheet for the Asbestos Contractor to remove the trace asbestos?  
**Answer:** Trace materials are to be included with asbestos abatement bid. An add alternate for trace materials will not be available.
- 10. Question:** Is an Air Monitoring Specialist (AMS) required for exposure monitoring, or can qualified general abatement contractors (GACs) employing a competent person complete their own OSHA exposure monitoring?  
**Answer:** An Air Monitoring Specialist (AMS) is not required, provided the General Abatement Contractor (GAC) employs a competent person to monitor exposure per OSHA regulations.
- 11. Question:** Which structure needs to be abated first?  
**Answer:** Either location may be first, the order does not matter.
- 12. Question:** Is a bid bond required for this project?  
**Answer:** If the total bid is \$50,000 or more, a bid bond will be required to be submitted with the bid. Subsequent payment and performance bonds will be required of the successful bidder following award.
- 13. Question:** Will the City of Grand Junction be responsible for a 3<sup>rd</sup> party inspector for final air clearance, or will this be the responsibility of the GAC?  
**Answer:** The City of Grand Junction will be responsible for the 3<sup>rd</sup> party inspection(s) for final air clearance.
- 14. Question:** Can the non-regulated material such as mastic stay in the building as demolition?  
**Answer:** No, all asbestos containing materials must be removed prior to demolition.
- 15. Question:** Will fencing and security be provided?  
**Answer:** No, the contractor will need to arrange security for the job site.
- 16. Question:** Will the Demolition contractor be handling the Regulated Building Materials for each site?  
**Answer:** No, the asbestos containing materials and trace materials are to be legally disposed of prior to demolition.
- 17. Question:** For 25 Road facility: Interior Plaster Upper & Lower, is that placed on a drywall or a CMU substrate?  
**Answer:** Substrate surfaces are not fully known prior to removal of top layers. Bidders are to use available information, including inspection reports and the non-mandatory pre-bid site visit, to learn of substrate conditions.
- 18. Question:** For Patterson Road facility: TRACE Plaster-Can this material remain for Demolition, and if not is plaster place on a Drywall or CMU substrate?  
**Answer:** No, trace asbestos materials are to be removed during asbestos abatement. Substrate surfaces are not fully known prior to removal of top layers. Bidders are to use available information, including inspection reports and the non-mandatory pre-bid site visit, to learn of substrate conditions.
- 19. Question:** Will there be any personal contents onsite that we need to move or dispose of?



**Answer:** The following contents will be removed by the City prior to asbestos abatement. 2844 Patterson Rd: Stored boxes, furniture and small items. 649 25 Rd: refrigerator and stove.

**20. Question:** Will hazardous waste be added to the abatement scope of work?

**Answer:** Disposal of the mercury light bulbs at 2844 Patterson Rd are not part of the abatement scope of work.

**21. Question:** Who will pay for the Independent Environmental Firm to perform a visual inspection of work area and take final air samples?

**Answer:** The City of Grand Junction will be responsible for the 3rd party inspection(s) for final air clearance, including paying for said services.

**22. Question:** Is 2844 Patterson Rd on septic or City sewer?

**Answer:** 2844 Patterson Rd is on City sewer.

The original solicitation for the project noted above is amended as noted. All other conditions of the subject remain the same.

Respectfully,



Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado



**NOTICE OF AWARD**

Date: November 22, 2024  
Company: Liberty Environmental LLC  
Project: Asbestos Abatement IFB-5527-24-DD

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You have been awarded the City of Grand Junction Contract for the B ½ Road Repair (IFB-5528-24-DD) for a lump sum fee of **\$75,000.00**.

Please notify Evan Sales, Project Engineer at 970-244-1558 or [evan.sales@gjcity.org](mailto:evan.sales@gjcity.org) for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
Dolly Daniels 11/22/2024  
Dolly Daniels, Senior Buyer

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Liberty Environmental LLC

By: DocuSigned by:  
Austin Eldon  
46F81C8C8989450...

Title: President

Date: 11/22/2024

### 4. Contractor's Quote Form

Quote Date: 10/24/2024

Project: RFQ-5527-24-DD "Asbestos Abatement"

Quoting Company: Liberty Environmental, LLC

Name of Authorized Agent: Austin Eldon

Email: info@libertyenvirollc.com

Telephone 720-949-8600 Address 11801 E 33rd Ave., Ste C

City Aurora State CO Zip 80010

The undersigned Quoter, in compliance with the Request for Quote, having examined the Instruction to Quoters, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Quote Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Quoters, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

- Prices in this Quote proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or Contractor to submit a Quote proposal for the purpose of restricting competition.
- The individual signing this Quote proposal certifies it is a legal agent of the Quoter, authorized to represent the Quoter and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 5 percent of the net dollar will be offered to the Owner if the invoice is paid within 10 days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the Quote award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 0

It is the responsibility of the Quoter to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: Liberty Environmental, LLC

Authorized Signature:  \_\_\_\_\_

Title: Austin Eldon-Owner

The Quoter proposes to subcontract the following portion of Work:

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
_____	_____	0%
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Quoter acknowledges the right of the City to reject any and all Quotes submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Quote, each Quoter certifies, and in the case of a joint Quote each party thereto certifies as to its own organization, that this Quote has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Quote with any other Quoter or with any competitor.

## PRICE QUOTE SCHEDULE Asbestos Abatement RFQ-5527-24-DD

Description	Lump Sum
Asbestos Abatement 649 5 Road	\$ 45,000.00
Asbestos Abatement 2844 Patterson Rd	\$ 30,000.00
<b>Total</b>	<b>\$ 75,000.00</b>

Total Lump Sum Amount Written:

Seventy Five Thousand \_\_\_\_\_ Dollars

**Provide a brief summary of your experience with asbestos abatement projects**

Liberty Environmental has years long history of successfully completing residential and commercial projects throughout Colorado since 2019. Our abatement team handles abatement work below 32 sq ft threshold, full containment contracts for remodel, demo, and restoration, along with emergency response to major asbestos spills. We are comfortable managing on-call work, as well as daily/monthly/year-long contracts. Liberty Environmental and our team meet all license, certification, and insurance requirements. We have a successful working relationship with CDPHE. We are proud of our commitment to worker safety and environmental stewardship. Our client list includes homeowners, Restoration Companies, General Contractors, Toyota, and Wings Over the Rockies. We are currently applying for Small and Minority Business Enterprise certification.

**Provide or attach a list of relevant certifications, licenses and training for personnel involved in the Project.**

Attached please find:

CDPHE General Abatement Contractor Certification: Expires July 17, 2025

Certificate of Insurance (COI)

W-9

Methamphetamine-Affected Properties Certificate

Can provide license and certificates for each employee scheduled to work

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

**Company:** Liberty Environmental LLC

**Authorized Signature:**



**Title:** Austin Eldon-Owner

25 October 2024 | 10:18 AM MDT

**Date:** \_\_\_\_\_



Colorado Department  
of Public Health  
and Environment

## General Abatement Contractor

This certifies that

**Liberty Environmental, LLC**

GAC No.: 25583

has met the certification requirements of 25-7-507, C.R.S. and Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos abatement activities in the state of Colorado.

Issued: June 18, 2024

Expires: July 17, 2025

Authorized APCD Representative

SEAL





Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <span style="font-size: 1.2em; color: blue;">Liberty Environmental LLC</span></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <span style="font-size: 1.2em; color: blue;">11801 E 33rd Ave Suite C</span></p> <p><b>6</b> City, state, and ZIP code <span style="font-size: 1.2em; color: blue;">Aurora, CO 80016</span></p> <p><b>7</b> List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
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**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] [ ] - [ ] [ ] [ ]	
<b>or</b>	
<b>Employer identification number</b>	
83 - 3737997	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1-30-24
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# Contractor Firm Certificate

This certifies that

**Liberty Environmental LLC**

has satisfied the requirements for approval as a

**Contractor Firm**

for

**Methamphetamine-Affected Properties**

Under 6 CCR 1014-3

Certification Number: ML-F149

Certification Expires: 02/23/2025



**COLORADO**  
Hazardous Materials  
& Waste Management Division  
Department of Public Health & Environment

*[Signature]*  
Approved

*1/25/23*  
Date



# OLD REPUBLIC SURETY COMPANY

1415 28th Street, Suite 420, West Des Moines, IA 50266 | T: 800.247.2312 | [www.orsurety.com](http://www.orsurety.com)

November 18, 2024

RE: Liberty Environmental, LLC

To whom it may concern,

Please be advised that Liberty Environmental, LLC has arranged to obtain bid, performance, and payment bonds with Old Republic Surety Company and we consider it a pleasure to be able to do so. Our AM Best Rating is A+.

We have established a single bond capacity of \$300,000 and an aggregate capacity of \$300,000. This limit should not be viewed as a maximum limit and is simply a reflection of what has been requested at this time.

This letter and other prequalification documentation should not be considered a binding commitment and the issuance of any bond will be based on underwriting factors in existence at the time the request is received from our client. These factors include but are not limited to satisfactory review of all contract terms and conditions.

Please do not hesitate to contact me should you have any questions.

Sincerely,

*Kyle Wooten*

Kyle Wooten  
Commercial Underwriter  
Old Republic Surety Company  
[kwooten@orsurety.com](mailto:kwooten@orsurety.com)  
800-247-2312 ext 0349



# Document A312™ – 2010

BOND NO. 5956537

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

Liberty Environmental, LLC  
2323 South Kingston Street  
Aurora, Colorado 80014

**SURETY:**

(Name, legal status and principal place of business)

Old Republic Surety Company  
18500 W Corporate Drive, Suite 170  
Brookfield, WI 53045

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**OWNER:**

(Name, legal status and address)

City of Grand Junction, Colorado  
PO Box 1809  
Grand Junction, CO 81502

**CONSTRUCTION CONTRACT**

Date: November 22nd, 2024

Amount: \$75,000.00

**Description:**

(Name and location)

Asbestos Abatement RFQ-5527-24-DD  
Grand Junction, Colorado

**BOND**

Date: November 22nd, 2024

(Not earlier than Construction Contract Date)

Amount: \$75,000.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**Liberty Environmental, LLC**

Signature: *Bridget Mehafee*  
Name *Bridget Mehafee*  
and Title: *Business Operations Manager*  
(Any additional signatures appear on the last page of this Performance Bond.)

**SURETY**

Company: (Corporate Seal)

**Old Republic Surety Company**

Signature: *Zachary Mefferd*  
Name  
and Title: Zachary Mefferd, Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Zip Bonds, LLC  
3737 Woodland Ave. Suite 505  
West Des Moines, IA 50266  
888-435-4191

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

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

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

N/A

Signature:

N/A

Name and Title:

Name and Title:

Address

Address

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

# Document A312™ – 2010

BOND NO. 5956537

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

Liberty Environmental, LLC  
2323 South Kingston Street  
Aurora, Colorado 80014

### OWNER:

(Name, legal status and address)

City of Grand Junction, Colorado  
PO Box 1809  
Grand Junction, CO 81502

### CONSTRUCTION CONTRACT

Date: November 22nd, 2024

Amount: \$75,000.00

Description:

(Name and location)

Asbestos Abatement RFQ-5527-24-DD  
Grand Junction, Colorado

### BOND

Date: November 22nd, 2024

(Not earlier than Construction Contract Date)

Amount: \$75,000.00

Modifications to this Bond:  None  See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Liberty Environmental, LLC

Signature:   
Name: Brockt McHaffey  
and Title: Business Operations Manager  
(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company: (Corporate Seal)

Old Republic Surety Company

Signature:   
Name: Zachary Mefferd  
and Title: Attorney-in-Fact

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Zip Bonds, LLC  
3737 Woodland Ave. Suite 505  
West Des Moines, IA 50266  
888-435-4191

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature:

MA

Signature:

MA

Name and Title:

Name and Title:

Address

Address

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **Zachary Mefferd, Zachary Matter, Havilah Watson, Jimmy L. Brown, Shannon L. Cox, Tina Bockholt, Kamri Wolfe** of West Des Moines, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25th day of July, 2024.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*  
Assistant Secretary



*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 25th day of July, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026  
(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0605



Signed and sealed at the City of Brookfield, WI this 22nd day of November, 2024.

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

Zip Bonds, LLC.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Bill Vaughan	
Spotlight Insurance Agency		<b>PHONE (A/C, No, Ext):</b> (720) 923-1500	<b>FAX (A/C, No):</b>
4800 Happy Canyon Rd		<b>E-MAIL ADDRESS:</b> bill@spotlightins.com	
Ste 270		<b>INSURER(S) AFFORDING COVERAGE</b>	
Denver CO 80237		<b>INSURER A:</b> GuideOne National Insurance	<b>NAIC #</b> 14167
<b>INSURED</b>		<b>INSURER B:</b> Progressive Insurance	24260
Liberty Environmental, LLC		<b>INSURER C:</b> Pinnacol Assurance	41190
11801 E 33rd Ave, Suite C		<b>INSURER D:</b>	
AURORA CO 80010		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>COMMERCIAL GENERAL LIABILITY</b>			ENV562010034-02	05/20/2024	05/20/2025	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 5,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 5,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$		
	OTHER:						\$		
B	<b>AUTOMOBILE LIABILITY</b>			953609491	11/11/2024	11/11/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$	
							\$		
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$	
	<b>EXCESS LIAB</b>						AGGREGATE	\$	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$		
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			4220035	11/01/2024	11/01/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Contractors Pollution Liability			ENV562010034-02	05/20/2024	05/20/2025	Each Occurrence	5,000,000	
	Professional Liability						General Aggregate	5,000,000	
							Limit	5,000,000	

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Grand Junction	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
244 N 7th St	AUTHORIZED REPRESENTATIVE
Grand Junction CO 81501	Bill Vaughan

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