



Pikes Peak
REGIONAL
Building Department

2880 International Circle Colorado Springs, Colorado 80910

Telephone: 719-327-2994

Email Address: roger@pprbd.org

Web address – www.pprbd.org

September 19, 2019

ORDER TO DEMOLISH
DANGEROUS BUILDING

VIA E-MAIL: TRAVIS.EASTON@COLORADOSPRINGS.GOV,
AND U.S. FIRST-CLASS, REGULAR MAIL

Travis W. Easton, P.E.
Public Works Director / City Engineer
City of Colorado Springs
30 S. Nevada Avenue, Suite 401
Colorado Springs, Colorado 80903

Re: 1326 West Kiowa Street, Colorado Springs, Colorado

Dear Mr. Easton:

The building or structure on the above-referenced property was determined to be a dangerous building, as defined in Section RBC112.1.7 of the Pikes Peak Regional Building Code (the "Code"), and it is hereby declared to be a public nuisance under the provisions of Section RBC112.2.1 of the Code. A copy of Section RBC112 of the Code, as adopted by the City of Colorado Springs, Colorado, is enclosed.

As provided for in that Code, I issued a Notice and Order directed to the record owner of the building, service of which was made in accordance with Section RBC112.2.5 of the Code. The owner(s) of record and interested person(s) have been notified and afforded the opportunity to repair, rehabilitate, or demolish this building or structure. As of the date of this Order to Demolish the dangerous building, no timely action has been taken by the record owner(s) or any other interested person, including, but not limited to any repairs, rehabilitation, demolition, or appeal in accordance with Rule 106(b) of the Colorado Rules of Civil Procedure (C.R.C.P.). Enclosed, please find the following:

Travis W. Easton, P.E.
Public Works Director / City Engineer
City of Colorado Springs
September 19, 2019
Page 2 of 2

1. Notice and Order dated January 25, 2019;
2. Certificate of Dangerous Building dated January 25, 2019, recorded in the land records of El Paso County on January 28, 2019, at Reception Number 219009533;
3. Board of Appeals' Decision issued April 17, 2019;
4. Board of Review Minutes July 17, 2019; and
5. Board of Review's Decision issued August 21, 2019.

As a result, I determine that repair in accordance with the provisions of Section RBC112.2.8.1 of the Code cannot reasonably be accomplished. I hereby order the building to be demolished; costs incurred shall be recovered in accordance with Sections RBC112.3.14.2 or RBC112.4 of the Code, as applicable.

The legal description of the property is as follows:

Legal Description: LOT 7, EXCEPT THE WEST 25 FEET OF THE NORTH 25 FEET, MOSLEY'S SUBDIVISION OF THE SOUTHERLY 150 FEET OF BLOCK 54, WEST COLORADO SPRINGS, NOW A PART OF THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO

Schedule Number: 7412326024

Respectfully,

PIKES PEAK REGIONAL BUILDING DEPARTMENT



Roger N. Lovell
Regional Building Official

Enclosures

cc (w/encl.):

Mitchel A. Hammes, Manager, Neighborhood Services,
Housing Code Enforcement, City of Colorado Springs (VIA E-MAIL ONLY)
Ted Collas, Fire Chief, City of Colorado Springs (VIA E-MAIL ONLY)
Vince Niski, Chief of Police, City of Colorado Springs (VIA E-MAIL ONLY)
Rebecca L. Greenberg, Esq., Corporate Division Senior Attorney,
City Attorney Office, City of Colorado Springs (VIA E-MAIL ONLY)
Douglas E. Bruce, via email: taxcutter@msn.com, and
P. O. Box 26018, Colorado Springs, CO 80936
Douglas E. Bruce, c/o Howard Morrison, Esq., via **CERTIFIED MAIL – RETURN RECEIPT
No. 7011 2000 0002 6597 3223, AND REGULAR FIRST CLASS U. S. MAIL**
231 East Vermijo Avenue, Colorado Springs, CO 80903

Posted at the building as of September 19, 2019.



Hazardous Materials Survey

SEARCH AND SEIZURE WARRANT

IN THE MUNICIPAL COURT OF THE CITY OF COLORADO SPRINGS, COUNTY OF
EL PASO, STATE OF COLORADO

TRACKING NUMBER 20M29499

Whereas, Aaron Egbert, Senior Civil Engineer for the City of Colorado Springs, has made an Application and Affidavit to the Court for the issuance of a Search and Seizure Warrant pursuant to Rule 241 of the Colorado Municipal Court Rules of Procedure; and,

Whereas, the application is in proper form and probable cause is found for the issuance of a Search and Seizure Warrant to enter, seize, remove, and abate property at the premises specified in the application.

THEREFORE, the applicant, into whose hands this Search and Seizure Warrant shall come, is hereby ordered, with the necessary and proper assistance of agents, representatives and contractors, to enter, seize, remove, and abate a dangerous structure within the City of Colorado Springs, El Paso County, State of Colorado, specifically located on the property at 1326 W. Kiowa Street, within the next fourteen (14) days, during daytime hours.

The following property or thing(s) will be seized and removed:

Samples of materials required to be tested in order to determine the acceptable method of demolition of the structure pursuant to a Demolition Order under the legal authority of the Pikes Peak Regional Building Department.

As probable cause has been found to believe that the current condition is:

[X] A demolition order was issued on September 19, 2019 by the Pikes Peak Regional Building Department declaring the structures located at 1326 W. Kiowa Street as a DANGEROUS BUILDING. Prior to demolition of the structures, under the authority of the Regional Building Code and the City Code, there is probable cause to allow the City of Colorado Springs and its agents, representatives and contractors to enter the property and sample materials and abate the property to ensure the safety of the citizens of the City. The registered property owner has been provided multiple lawful notices and orders to abate the property and has failed to respond to or follow the requirements of these multiple notices and orders.

Furthermore, a copy of this Search and Seizure Warrant is to be left with the person whose premises is searched along with a list of any and all items seized at the time of its execution. If said person cannot be located or identified, a copy of the Search and Seizure Warrant and the list of property seized shall be left at the place from which the property was taken.

Further, a return shall be promptly made to this Court upon the execution of and completion of the work required under this Search and Seizure Warrant along with an inventory of any property taken.

Done by the Court this 14th day of DECEMBER 2020

Judge: 



**Contract R008297
TASK ORDER 2019-008**

Task Order Number:	2019-008	Project Name/Title	Pre-Demolition Asbestos Survey – 1019 S. Weber Street
		Date:	November 1, 2019
Vendor/Contractor	Terracon Consultants Inc.		
Contact Name:	John Harness	Telephone:	719-572-7707
Email:	john.harness@terracon.com		
Address:	4172 Center Park Drive Colorado Springs, CO 80916		
Federal Tax ID #	42-1249917	Please check one:	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> LLC
City Contracting Specialist	Name & Phone# Mike Zeller 719-385-5264	City Dept Rep/Project Manager	Name & Phone# & Department Name Aaron Egbert 719-385-5465 Public Works
NOT TO EXCEED Task Order Amount:	\$2,350.00	City Account #	Acct Code (5) Fund (3) Dept (4) Project (7) 52415-001-3043
Contract Type:	Time and Materials (T&M)	Period of Performance:	NTP – April 1, 2020
Contract Value Amount:	NTE: \$2,350.00	Contract Funding Amount:	NTE: \$2,350.00

Per the terms and conditions and unit pricing of Contract R008297, Terracon (Contractor) shall perform On-Call A&E Services for the following:

Contractor will perform Pre-Demolition Asbestos Survey for 1019 S. Weber Street. Contractor will perform work in accordance with Scope of Work and Fee Schedule (Attachment A).

THIS FIXED UNIT PRICE Task Order 2019-008 is established at the Not to Exceed amount of \$2,350.00. The Contractor is not authorized to expend more than the Not to Exceed amount of \$2,350.00. The City is not liable for any expenditure above the funded amount of \$2,350.00.

Subject to the terms and conditions of the Contract Documents, Contractor agrees to furnish all materials and to perform all work as set forth herein and in Contract R008297.

All pricing is in accordance with the fixed unit prices found in Schedule A of Contract R008297. Payment will be made for actual quantities. At no time shall the total obligation of the City exceed the not to exceed amount of this Task Order.

Contractor and City agree that this Task Order is intended to supplement Contract R008297 that all terms and conditions of Contract R008297 apply to this Task Order and that nothing in this Task Order is intended to waive or modify any terms or conditions of Contract R008297.

TASK ORDER SIGNATURE PAGE

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

This Task Order is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:	
<i>Mike Chaves</i>	11/1/2019
MIKE CHAVES	DATE

SECOND PARTY:	
<i>TERRACON CONSULTANTS, INC.</i>	
Corporate Name	
<i>Jared L. Stenzel</i>	11/1/19
Signature	Date
<i>OFFICE MANAGER</i>	
Title	



October 22, 2019

City of Colorado Springs
30 South Nevada Avenue, Suite 401
Colorado Springs, Colorado 80901

Attn: Aaron Egbert
(P): 719-237-4127
(E): aaron.egbert@coloradosprings.gov

RE: Pre-Demolition Asbestos Survey Proposal
1019 S Weber street
Colorado Springs, El Paso County, Colorado
Terracon Proposal No. P23197185

Dear Mr. Egbert:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to the City of Colorado Springs (Client) to perform an asbestos survey at the above-referenced location. We understand the purpose of this survey is to identify and locate asbestos-containing materials (ACM) within the building proposed for demolition.

Scope of Services (see Section 2.0 of attached proposal detail)	<ul style="list-style-type: none"> ■ Asbestos survey consistent with the EPA (USEPA) regulation 40 code of Federal Regulations (CFR) Part 61, the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) and State of Colorado Regulation No. 8, Control of Hazardous Air Pollutants, Colorado Air Quality Control Division, Section III, Part C, Subpart 6.
Schedule	7 days
Compensation (see Section 3.0 of attached proposal detail)	Lump sum of \$2,350.00

Our services will be provided in general accordance with our City of Colorado Springs Contract No. R008297. If this proposal meets your approval, work may be initiated by issuing a notice to proceed or purchase order in accordance with the Contract.

Terracon Consultants, Inc. 4172 Center Park Drive Colorado Springs, Colorado 80916
P [719] 597 2116 F [719] 597 2117 terracon.com

Asbestos Survey Proposal

1019 S Weber Street ■ Colorado Springs, Colorado
October 22, 2019 ■ Terracon Proposal No. P23197185



We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please call John Harness at (719) 572-7707.

Sincerely,

Terracon Consultants, Inc.

Colorado Asbestos Consulting Business License No. ACF-14838

Prepared By:

John Harness
Project Manager

State of Colorado Inspector #14549

Reviewed By:

for Kevin M. Troyer
Senior Industrial Hygienist
Asbestos-IH Program Manager, Denver
State of Colorado Inspector #5044

Attachments: Detailed Scope of Services
Roof Sampling Authorization Form

1.0 PROJECT INFORMATION

Terracon understands the building is located at 1019 S Weber Street in Colorado Springs, Colorado. Based on information obtained from Zillow, the site currently consists of one 744 square foot, single story building constructed in 1904. The site in its current state is boarded up and is assumed unoccupied.

If the above information is inaccurate, or if Terracon should be aware of additional information, please contact us as soon as possible so that we may consider any necessary revisions to this proposal.

2.0 SCOPE OF SERVICES

ASBESTOS INSPECTION

Terracon will mobilize one or more AHERA-accredited and State of Colorado-certified asbestos building inspectors to conduct an asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and State of Colorado Regulation No. 8, Control of Hazardous Air Pollutants, Colorado Air Quality Control Division, Section III, Part C, Subpart 6. Terracon will conduct a visual assessment of the building, the roof and penetrations to identify materials suspected of containing asbestos (suspect ACM) such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR Part 763 Subpart E 763.86, known as the Asbestos Hazard Emergency Response Act (AHERA).

Survey activities will include visual observations of the roofs of the building to identify homogeneous areas of suspect ACM.

As per the Client's request, the survey will include sampling of the roof and associated penetrations.

Building materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM.

Asbestos Sampling

Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair of sample locations. In addition, Terracon will perform sampling which requires demolition or destructive activities such as cutting holes in roofs, dismantling of

Asbestos Survey Proposal

1019 S Weber Street ■ Colorado Springs, Colorado
October 22, 2019 ■ Terracon Proposal No. P23197185



equipment or removal of protective coverings. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawlspaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel. Sampling will not include suspect materials which cannot be safely reached with available ladders/man-lifts.

Roof sampling will be conducted during this survey; however, the Client must agree to defend and hold Terracon harmless from subsequent liability and damages that may result (Terracon will supply the Client with a roof sampling authorization form that must be returned prior to mobilization). Terracon will apply temporary patching to roof sample locations, but we recommend that a roofing contractor be obtained by the client to repair areas damaged by Client-requested roof sampling. Terracon will only sample building's roof provided that safe access is obtainable with use of a 24-foot extension ladder or through roof hatches/caged ladders.

Some spaces in a building, such as wall cavities, cannot be investigated without using deconstructive methods. Materials that cannot be sampled will be recorded and quantified like other suspect materials and will be assumed to contain asbestos. Spaces that cannot be accessed will be noted in the report as not accessed and must be investigated prior to the start of demolition or renovation activities. Materials assumed to contain asbestos must be treated as ACM until sampling and analysis prove otherwise.

Currently, we anticipate that up to 65 samples may be obtained. Please note the number of samples collected will depend on the number of homogeneous materials identified. Current USEPA regulations require that a minimum number of samples from each homogeneous area be obtained in order to characterize a material as non-ACM. Please note that the estimated number of samples takes into consideration EPA and State of Colorado sampling requirements for the collection of multiple samples from each homogenous area of suspect ACM present.

The samples collected will be analyzed for asbestos content by Polarized Light Microscopy (PLM), in accordance with AHERA (Title 40, CFR Part 763, Subpart E, Appendix E) using the "Method for the Determination of Asbestos in Bulk Building Materials" (USEPA Method 600/R-93/116). The percent of asbestos, where applicable, will be determined by microscopic visual estimation. Normal turnaround time for sample analysis is five (5) working days; sample time may be reduced for an increased sample analysis cost.

A laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), will analyze bulk material samples by visual estimation using PLM. When asbestos content of an analyzed sample is 10% or less but greater than 0%, the asbestos NESHAP regulation requires that point counting be performed to confirm that the material's asbestos content is 1% or less to be considered as a non-asbestos containing material. If the point count method is not used the material must be treated as asbestos containing. In the event that point counting is requested, the fee for performing the additional point count analysis is \$65.00 per analysis and will be in addition to the fee proposed herein.

SAFETY – IIF

At Terracon, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Incident and Injury-Free (*IIF*) is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident and Injury-Free is our commitment to our people and others, who we value for who they are and what they do. *IIF* is not just something we do, it's in everything we do.

As part of our IIF process, we will prepare a “Pre-Task Plan” for this project where we will identify the potential site safety and job hazards associated with your site. Our Pre-Task Plan will identify and prepare our personal to be able to handle conditions such as but not limited to traffic control, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protection equipment and will continually be reviewed and reevaluated throughout the field work activities. We understand that each site is unique and may contain different safety conditions and as a company to protect our personal as well as others, we look at each site individually to identify the potential concerns.

To complete the project in accordance with this proposal the following items should be provided by the Client at the time of project authorization:

- Signed Agreement for Services/Task Order, etc.
- The legal right-of-entry to conduct the survey.
- Full unrestricted access to the subject building which will allow the survey to be completed without interruption during one site mobilization consisting of 2 continuous business days on site (Monday-Friday; between the hours of 8am – 5pm).
- A building management representative during inspections of occupied areas.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Building plans, if available, in AutoCAD format.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

Report

Terracon will prepare a written Report describing the sampling methodology and the results of the services performed. No drawings depicting the location and extent of ACM will be provided unless specifically requested in advance by the Client. Unless otherwise instructed, one electronic copy of the final report will be submitted to the e-mail address indicated herein.

In the event Terracon makes recommendations, no claim for loss, damage or injury shall be brought against Terracon, its officers, employees, agents, or subcontractors by Client or any third party without complete documented evidence of compliance with all of Terracon's recommendations.

Reliance

The Report will be prepared for the exclusive use and reliance of City of Colorado Springs. Reliance by any other party is prohibited without the written authorization of City of Colorado Springs and Terracon.

If City of Colorado Springs is aware of additional parties that will require reliance on the Report, the names, addresses and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon will grant reliance on the Report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). For a period of one year after the report date, City of Colorado Springs and Terracon will consent to reliance on the Report by a third party. During the one-year period, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of \$250.00 per relying party.

Reliance on the Report by City of Colorado Springs and all authorized parties will be subject to the terms, conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), the Reliance Agreement, and the Report.

Schedule

The above scope of services may begin within 3 working days following receipt of the executed Agreement for Services provided that site access can be obtained immediately following execution. Normal turnaround time for sample analysis is five (5) working days; sample time may be reduced for an increased sample analysis cost.

The final report will be provided to the Client within 5 days of receiving final laboratory results.

3.0 COMPENSATION

The estimated costs for the services described above will be **\$2,350.00**. This fee includes PLM analysis of up to 65 bulk material samples and assumes a single site mobilization. Terracon ships all samples to the laboratory via over-night courier for next morning delivery. Additional samples, if required, will be invoiced at \$35 each for asbestos sample.

Terracon's invoice will be submitted to the Client upon completion of the proposed services. If conditions are encountered at the site requiring changes in the scope of services, or an increase

Asbestos Survey Proposal

1019 S Weber Street ■ Colorado Springs, Colorado
October 22, 2019 ■ Terracon Proposal No. P23197185



in the anticipated number of samples will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

Project costs are summarized in the table below.

Task	Units	Unit Rate	Total Fees
Limited Asbestos Survey (field survey, not including analytical fees)	N/A	\$1250	\$1250
Asbestos Laboratory Analytical Fees (by PLM, standard 5-7-day turnaround time)	65*	\$10 ea.	\$650
Final Report (Inspection Report)	1	\$450 (lump sum)	\$450
Total Estimated Survey Cost			\$2,350

*Please note that the estimated number of samples takes into consideration the EPA's sampling requirements for the collection of multiple samples from each homogenous area of suspect ACM present; Terracon will only invoice for the actual number of samples collected and analyzed. If conditions are encountered at the site which requires significant changes in the scope of services (e.g. site owner restrictions resulting in a field work delay, a significant increase in the anticipated number of samples, etc.), you will be contacted for discussion and approval of such changes before we proceed. For consideration, additional samples greater than 65, would be invoiced a unit rate of \$35 each (this rate includes a fraction of labor for the inspector's sample collection and logging time).

Our services will be provided in general accordance with our City of Colorado Springs Contract No. R008297. If this proposal meets your approval, work may be initiated by issuing a notice to proceed or purchase order in accordance with the Contract.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please call John Harness at (719) 572-7707.



NOTICE TO PROCEED

CONTRACT R008297 TASK ORDER 2019-008

November 4, 2019

Terracon Consultants Inc.
John Harness
4172 Center Park Drive
Colorado Springs CO 80916

Ref: City of Colorado Springs, Contract R008297 Task Order 2019-008, Pre-Demolition Asbestos Survey – 1019 S. Weber Street

The above referenced task order has been executed by the City of Colorado Springs. I have enclosed your copy of the task order.

You are hereby authorized to proceed on the work covered by the above referenced task order. Please coordinate all work with the Project Manager, Mr. Aaron Egbert who can be reached at 385-5465 or aaron.egbert@coloradosprings.gov

The task order period of performance ends April 1, 2020.

If you have any questions, please contact me at (719) 385-5264 or Michael.zeller@coloradosprings.gov

Sincerely,

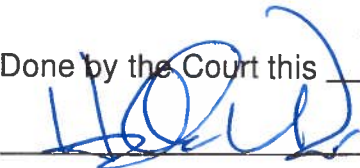
Michael Zeller
Contracting Specialist

C: R008297 Task Order 2019-008

Furthermore, a copy of this Search and Seizure Warrant is to be left with the person whose premises is searched along with a list of any and all items seized at the time of its execution. If said person cannot be located or identified, a copy of the Search and Seizure Warrant and the list of property seized shall be left at the place from which the property was taken.

Further, a return shall be promptly made to this Court upon the execution of and completion of the work required under this Search and Seizure Warrant along with an inventory of any property taken.

Done by the Court this 14th day of DECEMBER 2020

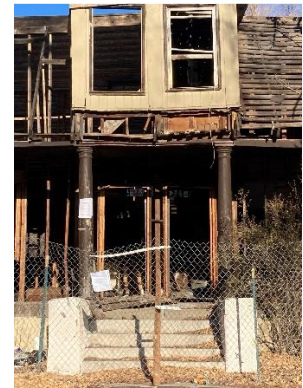
Judge: 

Asbestos Demolition Survey Report

City of Colorado Springs
Demo House 1326 W Kiowa Street
Colorado Springs, Colorado

January 14, 2021

Terracon Project No. 231971181



Prepared for:

City of Colorado Springs
Colorado Springs, Colorado

Prepared by:

Terracon Consultants, Inc.
Colorado Springs, Colorado

terracon.com

Terracon

Environmental



Facilities



Geotechnical



Materials



January 14, 2021

City of Colorado Springs
30 South Nevada Avenue, Suite 401
Colorado Springs, Colorado 80901

Attn: Tyra K. Sandy, P.E. Construction Manager
(P): 719-385-5434
(E): Tyra.Sandy@coloradosprings.gov

RE: Asbestos Demo Survey
1326 W Kiowa Street
Colorado Springs, CO 80904
Terracon Project No. 23197181

Dear Ms. Sandy:

The purpose of this report is to present the results of the asbestos and lead containing paint survey performed on December 15, 2020 by Terracon Consultants, Inc. (Terracon) at the above-referenced site in Colorado Springs, Colorado. This survey was conducted in accordance with Terracon Proposal No. P23197181. We understand that this survey was requested due to the proposed demolition of the house.

Asbestos-containing materials were identified during the investigation. Please refer to the attached report for details.

Terracon appreciates the opportunity to provide this service to City of Colorado Springs. If you have any questions regarding this report, please contact John Harness by phone at (719) 572-7707 or email at john.harness@terracon.com.

Sincerely,
Terracon Consultants, Inc.
Colorado Asbestos Consulting Firm #14383

Prepared by:


John Harness
Project Manager
State of Colorado Inspector #14549

Reviewed by:



For Kevin M. Troyer
Senior Industrial Hygienist
State of Colorado Inspector #5044

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APPENDIX A ASBESTOS SAMPLING SUMMARY

APPENDIX B ASBESTOS ANALYTICAL LABORATORY REPORTS

APPENDIX C DRAWINGS

APPENDIX D CERTIFICATIONS

ASBESTOS DEMOLITION SURVEY REPORT
1326 W KIOWA STREET
COLORADO SPRINGS, COLORADO
Terracon Project No. 23197181
January 14, 2021

1.0 INTRODUCTION

Terracon conducted an asbestos survey and an asbestos spill assessment for the demolition of the house located at 1326 West Kiowa Street in Colorado Springs, Colorado. The survey was conducted on December 15, 2020 by a State of Colorado-certified asbestos building inspector. The scope of work was limited to the collection and laboratory analysis of bulk samples of suspect asbestos-containing materials (ACM) that will likely be impacted by the proposed demolition. Building components were surveyed, and homogeneous areas of suspect ACM were visually identified and documented. Although reasonable effort was made to survey accessible suspect material, additional suspect but un-sampled materials could be located in walls, in voids, or in other concealed areas. Suspect ACM samples were collected in general accordance with the survey protocols outlined in EPA regulation 40 CFR 763 (Asbestos Hazard Emergency Response Act, AHERA). Samples were delivered to an accredited laboratory for analysis.

1.1 Project Objective

Terracon understands that this survey was requested due to proposed demolition. The survey included sampling of suspect ACM and LCP that was likely to be disturbed during demolition. EPA Regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. NESHAP requires that potentially regulated asbestos-containing building materials be identified, classified, and quantified prior to planned disturbances or demolition activities.

1.2 Reliance

This report is for the exclusive use of City of Colorado Springs for the project being discussed. Reliance by any other party on this report is prohibited without written authorization from Terracon, City of Colorado Springs. Reliance on this report by City of Colorado Springs, and all authorized parties will be subject to the terms, conditions, and limitations stated in the proposal, this report, and Terracon's Agreement for Services. The limitation of liability defined in Terracon's Agreement for Services is the aggregate limit of Terracon's liability to City of Colorado Springs.

2.0 BUILDING DESCRIPTION

The site referred to in this report, a partially demolished building located at 1326 W Kiowa Street is an approximately 2,000 square foot building consisting of two story 4 plex with a partial basement which is scheduled for demolition. The building was reportedly constructed in 1899 and is currently unoccupied. The building is currently in a state of partial demolition with no exterior walls or roof. Interior walls consisting of wood studs with plaster ceilings upstairs, and some drywall walls on the west side of the first floor, all other walls are wood studs. There are no doors and only two windows on the rear of the building remain. The flooring is wood in the west side of the building, there is floor tile in the west side kitchen and flooring on the back porch. The east side of the building has no flooring just exposed floor joist. Exterior surfaces were removed with no roof just roof joist.

3.0 FIELD ACTIVITIES

The survey was conducted by John Harness, a State of Colorado-certified asbestos building inspector. A copy of the asbestos inspector's license is attached as Appendix D. The survey was conducted in general accordance with the sample collection protocols established in EPA regulation 40 CFR 763, the Asbestos Hazard Emergency Response Act (AHERA). A summary of survey activities is provided below.

3.1 Asbestos Visual Assessment

Terracon's survey activities began with visual observation of the building to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture, and date of application. Building materials identified as concrete, glass, wood, masonry, metal, or rubber were not considered suspect ACM.

3.2 Asbestos Survey

Asbestos survey was performed to support the proposed demolition activities. EPA regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. The asbestos NESHAP requires that potentially regulated asbestos-containing building materials be identified, classified and quantified prior to planned disturbances or demolition activities.

A physical assessment of each homogeneous area of suspect ACM that was likely to be impacted during renovations was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized, or reduced to

Asbestos and Lead-Containing Paint Demolition Survey Report

1326 W Kiowa Street ■ Colorado Springs, Colorado

January 14, 2021 ■ Terracon Project No. 23197181

powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

3.3 Asbestos Sample Collection

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with AHERA survey protocols. Random samples of suspect materials were collected in each homogeneous area(where possible). Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Terracon collected 44 bulk samples from fourteen homogeneous areas of suspect ACM. A summary of suspect ACM samples collected during the survey is included in Appendix A.

3.4 Asbestos Sample Analysis

Bulk samples were submitted under chain of custody to EMSL Analytical, Inc. (EMSL) in Cinnaminson, New Jersey for analysis by polarized light microscopy (PLM) with dispersion staining techniques per EPA methodology (EPA/600/R-93/116). The percentage of asbestos, where applicable, was determined by microscopic visual estimation. The EPA requires samples containing less than 10% and greater than 0% asbestos be point counted; alternatively, one can assume the material to be ACM. EMSL Analytical is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP Accreditation No. 101048-0). Copies of the analytical report and chain-of-custody forms are provided in Appendix B.

4.0 REGULATORY OVERVIEW

Asbestos

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos-containing building materials are classified as either friable, Category I non-friable, or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure. Category I non-friable ACM includes packings, gaskets, resilient floor coverings, and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, Category I and Category II non-friable ACM which is in poor condition and has become friable or which will be subjected to drilling, sanding, grinding, cutting, or abrading and which could

Asbestos and Lead-Containing Paint Demolition Survey Report

1326 W Kiowa Street ■ Colorado Springs, Colorado

January 14, 2021 ■ Terracon Project No. 23197181

be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

In the State of Colorado, asbestos activities are regulated by the Colorado Department of Public Health and Environment (CDPHE) under the Regulation No. 8, Control of Hazardous Air Pollutants, Colorado Air Quality Control Division, Section III, Part 6. Regulation No. 8 requires that any asbestos-related activity conducted in a public or commercial building be performed by personnel certified by the CDPHE. RACM must be removed prior to renovation or demolition activities which will disturb the materials. If the amount of RACM exceeds 260 linear feet (lf) of pipe insulation, more than 160 square feet (ft²) on other building components or will generate more than one 55-gallon drum of waste, the owner or operator must provide the CDPHE with written notification of planned removal activities at least 10 working days prior to the commencement of asbestos abatement activities. Removal of RACM must be conducted by a State of Colorado-certified asbestos abatement contractor. Third-party clearance inspections and air monitoring must be conducted by a Colorado-certified Air Monitoring Specialist following the abatement activities. Asbestos abatement of friable materials for projects greater than 1,000 lf of pipe insulation or more than 3,000 ft² on other building components must be performed in accordance with a Project Design prepared by a Colorado-certified Project Designer.

The OSHA Asbestos standard for construction (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires that employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc). The OSHA standard classifies construction and maintenance activities which could disturb ACM, and specifies work practices and precautions which employers must follow when engaging in each class of regulated work. States which administer their own federally-approved state OSHA programs may require additional precautions.

5.0 FINDINGS AND RECOMMENDATIONS

Laboratory analysis confirmed the presence of asbestos in the following materials:

- Duct mastic, (PI-01) White paper insulation on duct, approximately 50 square feet
- Sheet Vinyl Flooring, (SVF-04) Kitchen/Yellow Diamond Pattern, approximately 200 square feet
- Vinyl Composite Tile, (VCT-01) North of NW Kitchen 12x12 White Floor Tile approximately 20 square feet
- Sheet Vinyl Flooring (SVF-05) NW Kitchen, approximately 200 square feet

A summary of ACM sampling is presented in Appendix A. Laboratory analytical reports are included in Appendix B.

6.0 GENERAL COMMENTS

This ACM was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during Terracon's survey of the building. The information contained in this report is relevant to the date on which this survey was performed, and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by City of Colorado Springs for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied, is made.

APPENDIX A

ASBESTOS AND LEAD-CONTAINING PAINT SAMPLING SUMMARY

Asbestos Sampling Summary



HA No.	Sample Number	Material Description	HA Location	Sample Location	Lab Result	NESHAP Classification ¥	Assessment Category†	AHERA Category∞	OSHA Classificationδ	Estimated Quantity**
1	PI-01-01	Plaster with Skim coat over lath on walls on ceiling and broken pieces on floor and ground	Throughout house	Plaster Wall West Side of Duplex NW Ceiling Kitchen/Plaster over Wood Lath	None Detected	F	Significantly damaged	x	Surfacing	1,200 SF
	PI-01-02			Plaster Wall East Side of Duplex NE Chimney/Plaster over Wood Lath						
	PI-01-03			East Side of Duplex Divider Wall North Room/Plaster over Wood Lath						
	PI-01-04			2nd Floor Wall N of Bathroom on W Side/Plaster over Wood Lath						
	PI-01-05			2nd Floor Ceiling NW Room/Plaster over Wood Lath						
	PI-01-06			2nd Floor Debris on Ground/Plaster over Wood Lath						
	PI-01-07			2nd Floor Wall SW Room W Wall/Plaster over Wood Lath						
2	PI-01-01	White paper insulation on duct	East Room	Duct in NE Room 1st Floor on W Wall/White Paper Insulation on Duct	40% Chrysotile	F	Damaged	1	TSI	50 SF
	PI-01-02			Duct in NE Room 1st Floor on W Wall/White Paper Insulation on Duct						
	PI-01-03			Duct in NE Room 1st Floor on W Wall/White Paper Insulation on Duct						
3	LIP-01-01	2X4 Lay in Panel ceiling tile particle board	Northwest Kitchen	Kitchen ceiling	None Detected	F	Significantly Damaged	x	Misc.	90 SF
	LIP-01-02			Kitchen ceiling						
	LIP-01-03			Kitchen ceiling						
4	LIP 02-01	2x2 Lay in Panel ceiling tile	Room South of NW Kitchen	Room South of NW Kitchen Ceiling/2x2 Lay-in Panel Drywall	None Detected	F	Damaged	x	Misc.	40 SF

Asbestos Sampling Summary



HA No.	Sample Number	Material Description	HA Location	Sample Location	Lab Result	NESHAP Classification ¥	Assessment Category†	AHERA Category∞	OSHA Classificationδ	Estimated Quantity**
	LIP 02-01			Room South of NW Kitchen Ceiling/2x2 Lay-in Panel Drywall						
	LIP-02-03			Room South of NW Kitchen Ceiling/2x2 Lay-in Panel Drywall						
5	TS-01-01	Textured Surfacing over drywall	Room South of NW Kitchen	Room South of NW Kitchen North Wall/Orange Peel Texture over Drywall	None Detected	NFII	Significantly Damaged	x	Surfacing	240 SF
	TS-01-02			Room South of NW Kitchen East Wall/Orange Peel Texture over Drywall						
	TS-01-03			Room South of NW Kitchen South Wall/Orange Peel Texture over Drywall						
6	TS-02-01	Textured Surfacing over drywall	Room North of SW Room Ceiling and floor	Room North of SW Room Ceiling/Popcorn Texture on Ceiling over Drywall	.25% Chrysotile	F	Significantly Damaged	x	Surfacing	120 sf
	TS-02-02			Room North of SW Room Ceiling/Popcorn Texture on Ceiling over Drywall						
	TS-02-03			Room North of SW Room Ceiling/Popcorn Texture on Ceiling over Drywall						

Asbestos Sampling Summary



HA No.	Sample Number	Material Description	HA Location	Sample Location	Lab Result	NESHAP Classification ¥	Assessment Category†	AHERA Category∞	OSHA Classificationδ	Estimated Quantity**
7	SVF-01-01	Tan Sheet Vinyl Flooring	West Side of Duplex Bathroom	West Side of Duplex Bathroom Floor/Sheet Vinyl Flooring	None Detected	NFII	Damaged	x	Misc.	60 SF
	SVF-01-02			West Side of Duplex Bathroom Floor/Sheet Vinyl Flooring						
	SVF-01-03			West Side of Duplex Bathroom Floor/Sheet Vinyl Flooring						
8	GD-01-01	Brown Glue dots with associated ceiling tile	Ceiling stairway	West Side of Duplex Stairs Ceiling/Brown Glue Dots	None Detected	NFI	Significantly Damaged	x	Misc.	40 SF
	GD-01-02			West Side of Duplex 2nd Floor Stair/Brown Glue Dots						
	GD-01-03			West Side of Duplex Stairs Ceiling/Brown Glue Dots						
9	SVF-02-01	Tan Sheet Vinyl Flooring	2nd Floor West Bathroom	2nd Floor West Bathroom/Tan Sheet Vinyl Flooring	None Detected	NFI	Damaged	x	Misc.	30 SF
	SVF-02-02			2nd Floor West Bathroom/Tan Sheet Vinyl Flooring						
	SVF-02-03			2nd Floor West Bathroom/Tan Sheet Vinyl Flooring						
10	INS-01-01	Grey Rock Wool Blown-in Insulation	Walls and floor	Floor near Front Door/Grey Rock Wool Blown-in Insulation	None Detected	NFII	Significantly Damaged	x	Misc.	1000 SF
	INS-01-02			Exterior Front of Building/Grey Rock Wool Blown-in Insulation						
	INS-01-03			Exterior Wall West Side of Building/Grey Rock Wool Blown-in Insulation						
11	SVF-03-01	Pebble Pattern Sheet Vinyl Flooring	Outside NE Kitchen	Outside NE Kitchen Floor/Pebble Pattern Sheet Vinyl Flooring	None Detected	NFII	Significantly Damaged	x	Misc.	10 SF
	SVF-03-02			Outside NE Kitchen Floor/Pebble Pattern Sheet Vinyl Flooring						

Asbestos Sampling Summary



HA No.	Sample Number	Material Description	HA Location	Sample Location	Lab Result	NESHAP Classification ¥	Assessment Category†	AHERA Category∞	OSHA Classificationδ	Estimated Quantity**
	SVF-03-03			Outside NE Kitchen Floor/Pebble Pattern Sheet Vinyl Flooring						
12	SVF-04-01	Yellow Diamond Pattern Sheet Vinyl Flooring	NW Kitchen	NW Kitchen/Yellow Diamond Pattern Sheet Vinyl Flooring	5% Chrysotile	NFII	Significantly Damaged	1	Misc.	200 SF
	SVF-04-02			NW Kitchen/Yellow Diamond Pattern Sheet Vinyl Flooring						
	SVF-04-03			NW Kitchen/Yellow Diamond Pattern Sheet Vinyl Flooring						
13	VCT-01-01	12x12 White Floor Tile and mastic	North of NW Kitchen	North of NW Kitchen/12x12 White Floor Tile	2% Chrysotile	NFII	Significantly Damaged	x	Misc.	20 SF
	VCT-01-02			North of NW Kitchen/12x12 White Floor Tile						
	VCT-01-03			North of NW Kitchen/12x12 White Floor Tile						
14	TP-01-01	Tar Paper on wall	Basement	East Side of Duplex Basement/Tar Paper on Wall	None Detected	NFII	Significantly Damaged	x	Misc.	60 SF
	TP-01-02			East Side of Duplex Basement/Tar Paper on Wall						
	TP-01-03			East Side of Duplex Basement/Tar Paper on Wall						
15	STUC-01-01	Stucco	Foundation exterior	Foundation East Side/Exterior Stucco	None Detected	NFII	Significantly Damaged	x	Surfacing	400 SF
	STUC-01-02			Foundation East Side/Exterior Stucco						
	STUC-01-03			Front of Duplex Stairs Foundation/Exterior Stucco						
16	WI-01-01	Wire insulation	Basement	Basement East Side on Old Wires/Black Wire Insulation	None Detected	NFII	Significantly Damaged	x	Misc.	10 SF
	WI-01-02			Basement East Side on Old Wires/Black						

Asbestos Sampling Summary



HA No.	Sample Number	Material Description	HA Location	Sample Location	Lab Result	NESHAP Classification ¥	Assessment Category†	AHERA Category∞	OSHA Classificationδ	Estimated Quantity**
	WI-01-03			Wire Insulation Basement East Side on Old Wires/Black Wire Insulation						
17	SVF-05-01	Tan Sheet Vinyl Flooring with mastic	NW Kitchen under sub floor	NW Kitchen Sheet Vinyl Flooring	2% Chrysotile	NFII	Significantly Damaged	1	Misc.	200 SF
	SVF-05-02			NW Kitchen Sheet Vinyl Flooring						
	SVF-05-03			NW Kitchen Sheet Vinyl Flooring						
18	GLZ-01-01	Window Glazing	North exterior windows	Outside NE Kitchen Window/Window Glazing	None Detected	F	Significantly Damaged	x	Misc.	10 SF
	GLZ-01-02			Outside NE Kitchen Window/Window Glazing						
	GLZ-01-03			Outside NE Kitchen Window/Window Glazing						
19	CDW-01-01	Composite Drywall	NW Kitchen	NW Kitchen/Composite Drywall	None Detected	F	Significantly Damaged	x	Misc.	200 SF
	CDW-01-02			NW Kitchen/Composite Drywall						
	CDW-01-03			NW Kitchen/Composite Drywall						

***% & Type Asbestos** = this column contains both the analytical result of the sample with the highest concentration of asbestos detected in the samples that make up the HA and the types of asbestos identified.

¥ = NESHAP Classifications are: F=Friable, NFI = Non-Friable, Category I, NFII = Non-Friable, Category II.

∞ = AHERA Assessments are: Damaged or significantly damaged thermal systems insulation ACM (1), damaged friable surfacing ACM (2), significantly damaged friable surfacing ACM (3), damaged or significantly damaged friable miscellaneous ACM (4), friable ACM with potential for damage (5), friable ACM with potential for significant damage (6), any remaining friable ACM or friable suspected ACM (7), non-friable ACM (x), non-ACM

† = Assessment Categories are: Good (no damage), Damaged (<10% distributed damage or <25% localized damage), and Significantly Damaged (>10% distributed damage or >25% localized damage).

δ = OSHA Classifications: Miscellaneous (Misc.), Thermal System Insulation (TSI), or Surfacing

****Estimated quantities** are based on a cursory field evaluation, and actual quantities may vary significantly, especially if asbestos containing materials are present in hidden and/or inaccessible areas not evaluated as part of this survey.

SF = Square Feet

LF = Linear Feet

Asbestos Sampling Summary



APPENDIX B

ASBESTOS AND LEAD ANALYTICAL LABORATORY REPORTS



EMSL Analytical, Inc.

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<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order ID: 042030439
Customer ID: TRRA26
Customer PO: 23197181
Project ID:

Attn: John Harness
Terracon Consultants, Inc.
4172 Center Park Drive
Colorado Springs, CO 80916
Phone: (719) 597-2116
Fax: (719) 597-2117
Collected: 12/15/2020
Received: 12/16/2020
Analyzed: 1/14/2021
Proj: 23197181

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: PL-01-01-Plaster **Lab Sample ID:** 042030439-0001

Sample Description: Plaster Wall West Side of Duplec NW Ceiling Kitchen/Plaster over Wood Lath

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown	2.0%	98.0%	None Detected	

Client Sample ID: PL-01-01-Skim Coat **Lab Sample ID:** 042030439-0001A

Sample Description: Plaster Wall West Side of Duplec NW Ceiling Kitchen/Plaster over Wood Lath

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown	0.0%	100.0%	None Detected	

Client Sample ID: PL-01-02-Plaster **Lab Sample ID:** 042030439-0002

Sample Description: Plaster Wall East Side of Duplex NE Chimney/Plaster over Wood Lath

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown	5.0%	95.0%	None Detected	

Client Sample ID: PL-01-02-Skim Coat **Lab Sample ID:** 042030439-0002A

Sample Description: Plaster Wall East Side of Duplex NE Chimney/Plaster over Wood Lath

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	White	0.0%	100.0%	None Detected	

Client Sample ID: PL-01-03 **Lab Sample ID:** 042030439-0003

Sample Description: East Side of Duplex Divider Wall North Room/Plaster over Wood Lath

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown	5.0%	95.0%	None Detected	

Client Sample ID: PL-01-04 **Lab Sample ID:** 042030439-0004

Sample Description: 2nd Floor Wall N of Bathroom on W Side/Plaster over Wood Lath

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown	5.0%	95.0%	None Detected	

Client Sample ID: PL-01-05-Plaster **Lab Sample ID:** 042030439-0005

Sample Description: 2nd Floor Ceiling NW Room/Plaster over Wood Lath

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Gray	3.0%	97.0%	None Detected	



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EMSL Order ID: 042030439
Customer ID: TRRA26
Customer PO: 23197181
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: PL-01-05-Skim Coat **Lab Sample ID:** 042030439-0005A

Sample Description: 2nd Floor Ceiling NW Room/Plaster over Wood Lath

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	White	0.0%	100.0%	None Detected	

Client Sample ID: PL-01-06 **Lab Sample ID:** 042030439-0006

Sample Description: 2nd Floor Debris on Ground/Plaster over Wood Lath

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Gray	4.0%	96.0%	None Detected	

Client Sample ID: PL-01-07-Plaster **Lab Sample ID:** 042030439-0007

Sample Description: 2nd Floor Wall SW Room W Wall/Plaster over Wood Lath

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Gray	4.0%	96.0%	None Detected	

Client Sample ID: PL-01-07-Skim Coat **Lab Sample ID:** 042030439-0007A

Sample Description: 2nd Floor Wall SW Room W Wall/Plaster over Wood Lath

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	White	0.0%	100.0%	None Detected	

Client Sample ID: PI-01-01 **Lab Sample ID:** 042030439-0008

Sample Description: Duct in NE Room 1st Floor on W Wall/White Paper Insulation on Duct

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	White	0.0%	60.0%	40% Chrysotile	

Client Sample ID: PI-01-02 **Lab Sample ID:** 042030439-0009

Sample Description: Duct in NE Room 1st Floor on W Wall/White Paper Insulation on Duct

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	White	0.0%	60.0%	40% Chrysotile	

Client Sample ID: PI-01-03 **Lab Sample ID:** 042030439-0010

Sample Description: Duct in NE Room 1st Floor on W Wall/White Paper Insulation on Duct

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	White	0.0%	60.0%	40% Chrysotile	

Client Sample ID: LIP-01-01 **Lab Sample ID:** 042030439-0011

Sample Description: NW Kitchen Ceiling/2x4 Lay-in Panel Ceiling Tile Particle Board

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown/White	95.0%	5.0%	None Detected	



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EMSL Order ID: 042030439
Customer ID: TRRA26
Customer PO: 23197181
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: LIP-01-02 **Lab Sample ID:** 042030439-0012

Sample Description: NW Kitchen Ceiling/2x4 Lay-in Panel Ceiling Tile Particle Baord

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown	95.0%	5.0%	None Detected	

Client Sample ID: LIP-01-03 **Lab Sample ID:** 042030439-0013

Sample Description: NW Kitchen Ceiling/2x4 Lay-in Panel Ceiling Tile Particle Baord

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Brown/White	95.0%	5.0%	None Detected	

Client Sample ID: LIP-02-01 **Lab Sample ID:** 042030439-0014

Sample Description: Room South of NW Kitchen Ceiling/2x2 Lay-in Panel Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown/White	15.0%	85.0%	None Detected	

Client Sample ID: LIP-02-02 **Lab Sample ID:** 042030439-0015

Sample Description: Room South of NW Kitchen Ceiling/2x2 Lay-in Panel Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown/White	15.0%	85.0%	None Detected	

Client Sample ID: LIP-02-03 **Lab Sample ID:** 042030439-0016

Sample Description: Room South of NW Kitchen Ceiling/2x2 Lay-in Panel Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Brown/White	20.0%	80.0%	None Detected	

Client Sample ID: TS-01-01 **Lab Sample ID:** 042030439-0017

Sample Description: Room South of NW Kitchen North Wall/Orange Peel Texture over Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	White	0.0%	100.0%	None Detected	

Client Sample ID: TS-01-02 **Lab Sample ID:** 042030439-0018

Sample Description: Room South of NW Kitchen East Wall/Orange Peel Texture over Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	White	0.0%	100.0%	None Detected	

Client Sample ID: TS-01-03 **Lab Sample ID:** 042030439-0019

Sample Description: Room South of NW Kitchen South Wall/Orange Peel Texture over Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	White	0.0%	100.0%	None Detected	



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Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: TS-02-01 **Lab Sample ID:** 042030439-0020

Sample Description: Room North of SW Room Ceiling/Popcorn Texture on Ceiling over Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	White	0.0%	98.0%	2% Chrysotile	
400 PLM Pt Ct	1/14/2021	White	0.00%	99.75%	0.25% Chrysotile	

Client Sample ID: TS-02-02 **Lab Sample ID:** 042030439-0021

Sample Description: Room North of SW Room Ceiling/Popcorn Texture on Ceiling over Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	White	0.0%	98.0%	2% Chrysotile	
400 PLM Pt Ct	1/14/2021	White	0.00%	99.75%	0.25% Chrysotile	

Client Sample ID: TS-02-03 **Lab Sample ID:** 042030439-0022

Sample Description: Room North of SW Room Floor/Popcorn Texture on Ceiling over Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	White	0.0%	98.0%	2% Chrysotile	
400 PLM Pt Ct	1/14/2021	White	0.0%	100.0%	<0.25% Chrysotile	

Client Sample ID: SVF-01-01 **Lab Sample ID:** 042030439-0023

Sample Description: West Side of Duplex Bathroom Floor/Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Tan/Black	30.0%	70.0%	None Detected	

Client Sample ID: SVF-01-02 **Lab Sample ID:** 042030439-0024

Sample Description: West Side of Duplex Bathroom Floor/Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Tan/Black	30.0%	70.0%	None Detected	

Client Sample ID: SVF-01-03 **Lab Sample ID:** 042030439-0025

Sample Description: West Side of Duplex Bathroom Floor/Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Tan/Black	30.0%	70.0%	None Detected	

Client Sample ID: GD-01-01 **Lab Sample ID:** 042030439-0026

Sample Description: West Side of Duplex Stairs Ceiling/Brown Glue Dots

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown	0.0%	100.0%	None Detected	

Client Sample ID: GD-01-02 **Lab Sample ID:** 042030439-0027

Sample Description: West Side of Duplex 2nd Floor Stair/Brown Glue Dots

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown	0.0%	100.0%	None Detected	



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Phone/Fax: (800) 220-3675 / (856) 786-5974
<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order ID: 042030439
Customer ID: TRRA26
Customer PO: 23197181
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: GD-01-03 **Lab Sample ID:** 042030439-0028

Sample Description: West Side of Duplex Stairs Ceiling/Brown Glue Dots

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Brown	0.0%	100.0%	None Detected	

Client Sample ID: SVF-02-01 **Lab Sample ID:** 042030439-0029

Sample Description: 2nd Floor West Bathroom/Tan Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Tan	20.0%	80.0%	None Detected	

Client Sample ID: SVF-02-02 **Lab Sample ID:** 042030439-0030

Sample Description: 2nd Floor West Bathroom/Tan Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Tan	20.0%	80.0%	None Detected	

Client Sample ID: SVF-02-03 **Lab Sample ID:** 042030439-0031

Sample Description: 2nd Floor West Bathroom/Tan Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Tan	25.0%	75.0%	None Detected	

Client Sample ID: INS-01-01 **Lab Sample ID:** 042030439-0032

Sample Description: Floor near Front Door/Grey Rock Wool Blown-in Insulation

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Gray	90.0%	10.0%	None Detected	

Client Sample ID: INS-01-02 **Lab Sample ID:** 042030439-0033

Sample Description: Exterior Front of Building/Grey Rock Wool Blown-in Insulation

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Gray	90.0%	10.0%	None Detected	

Client Sample ID: INS-01-03 **Lab Sample ID:** 042030439-0034

Sample Description: Exterior Wall West Side of Building/Grey Rock Wool Blown-in Insulation

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Gray	90.0%	10.0%	None Detected	

Client Sample ID: SVF-03-01-Vinyl Sheet Flooring **Lab Sample ID:** 042030439-0035

Sample Description: Outside NE Kitchen Floor/Pebble Pattern Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Tan	20.0%	80.0%	None Detected	



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Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: SVF-03-01-Mastic **Lab Sample ID:** 042030439-0035A

Sample Description: Outside NE Kitchen Floor/Mastic

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: SVF-03-02-Vinyl Sheet Flooring **Lab Sample ID:** 042030439-0036

Sample Description: Outside NE Kitchen Floor/Pebble Pattern Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Tan	20.0%	80.0%	None Detected	

Client Sample ID: SVF-03-02-Mastic **Lab Sample ID:** 042030439-0036A

Sample Description: Outside NE Kitchen Floor/Mastic

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: SVF-03-03-Vinyl Sheet Flooring **Lab Sample ID:** 042030439-0037

Sample Description: Outside NE Kitchen Floor/Pebble Pattern Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Tan	25.0%	75.0%	None Detected	

Client Sample ID: SVF-03-03-Mastic **Lab Sample ID:** 042030439-0037A

Sample Description: Outside NE Kitchen Floor/Mastic

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: SVF-04-01-Vinyl Sheet Flooring **Lab Sample ID:** 042030439-0038

Sample Description: NW Kitchen/Yellow Diamond Pattern Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Yellow	15.0%	80.0%	5% Chrysotile	

Client Sample ID: SVF-04-01-Mastic **Lab Sample ID:** 042030439-0038A

Sample Description: NW Kitchen/Mastic

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Brown	0.0%	100.0%	None Detected	

Client Sample ID: SVF-04-02 **Lab Sample ID:** 042030439-0039

Sample Description: NW Kitchen/Yellow Diamond Pattern Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Yellow	15.0%	80.0%	5% Chrysotile	



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EMSL Order ID: 042030439
Customer ID: TRRA26
Customer PO: 23197181
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: SVF-04-03 **Lab Sample ID:** 042030439-0040

Sample Description: NW Kitchen/Yellow Diamond Pattern Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Yellow	15.0%	75.0%	10% Chrysotile	

Client Sample ID: VCT-01-01-Floor Tile **Lab Sample ID:** 042030439-0041

Sample Description: North of NW Kitchen/12x12 White Floor Tile

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	White	0.0%	98.0%	2% Chrysotile	

Client Sample ID: VCT-01-01-Mastic **Lab Sample ID:** 042030439-0041A

Sample Description: North of NW Kitchen/Mastic

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: VCT-01-02-Floor Tile **Lab Sample ID:** 042030439-0042

Sample Description: North of NW Kitchen/12x12 White Floor Tile

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	White	0.0%	98.0%	2% Chrysotile	

Client Sample ID: VCT-01-02-Mastic **Lab Sample ID:** 042030439-0042A

Sample Description: North of NW Kitchen/Mastic

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: VCT-01-03-Floor Tile **Lab Sample ID:** 042030439-0043

Sample Description: North of NW Kitchen/12x12 White Floor Tile

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	White	0.0%	98.0%	2% Chrysotile	

Client Sample ID: VCT-01-03-Mastic **Lab Sample ID:** 042030439-0043A

Sample Description: North of NW Kitchen/Mastic

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: TP-01-01 **Lab Sample ID:** 042030439-0044

Sample Description: East Side of Duplex Basement/Tar Paper on Wall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Black	40.0%	60.0%	None Detected	



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EMSL Order ID: 042030439
Customer ID: TRRA26
Customer PO: 23197181
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: TP-01-02 **Lab Sample ID:** 042030439-0045

Sample Description: East Side of Duplex Basement/Tar Paper on Wall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Black	40.0%	60.0%	None Detected	

Client Sample ID: TP-01-03 **Lab Sample ID:** 042030439-0046

Sample Description: East Side of Duplex Basement/Tar Paper on Wall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Black	40.0%	60.0%	None Detected	

Client Sample ID: STUC-01-01 **Lab Sample ID:** 042030439-0047

Sample Description: Foundation East Side/Exterior Stucco

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Gray/Tan	0.0%	100.0%	None Detected	

Client Sample ID: STUC-01-02 **Lab Sample ID:** 042030439-0048

Sample Description: Foundation East Side/Exterior Stucco

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Gray/Tan	0.0%	100.0%	None Detected	

Client Sample ID: STUC-01-03 **Lab Sample ID:** 042030439-0049

Sample Description: Front of Duplex Stairs Foundation/Exterior Stucco

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Gray/Tan	0.0%	100.0%	None Detected	

Client Sample ID: WI-01-01 **Lab Sample ID:** 042030439-0050

Sample Description: Basement East Side on Old Wires/Black Wire Insulation

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Black	70.0%	30.0%	None Detected	

Client Sample ID: WI-01-02 **Lab Sample ID:** 042030439-0051

Sample Description: Basement East Side on Old Wires/Black Wire Insulation

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Black	70.0%	30.0%	None Detected	

Client Sample ID: WI-01-03 **Lab Sample ID:** 042030439-0052

Sample Description: Basement East Side on Old Wires/Black Wire Insulation

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Black	70.0%	30.0%	None Detected	



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EMSL Order ID: 042030439
Customer ID: TRRA26
Customer PO: 23197181
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: SVF-05-01-Vinyl Floor Tile **Lab Sample ID:** 042030439-0053

Sample Description: NW Kitchen under Sub-floor/Tan Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Tan	0.0%	98.0%	2% Chrysotile	

Client Sample ID: SVF-05-01-Mastic **Lab Sample ID:** 042030439-0053A

Sample Description: NW Kitchen under Sub-floor/Mastic

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: SVF-05-02-Vinyl Floor Tile **Lab Sample ID:** 042030439-0054

Sample Description: NW Kitchen under Sub-floor/Tan Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Tan	0.0%	98.0%	2% Chrysotile	

Client Sample ID: SVF-05-02-Mastic **Lab Sample ID:** 042030439-0054A

Sample Description: NW Kitchen under Sub-floor/Mastic

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/16/2020	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: SVF-05-03-Vinyl Floor Tile **Lab Sample ID:** 042030439-0055

Sample Description: NW Kitchen under Sub-floor/Tan Sheet Vinyl Flooring

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Tan	0.0%	98.0%	2% Chrysotile	

Client Sample ID: SVF-05-03-Mastic **Lab Sample ID:** 042030439-0055A

Sample Description: NW Kitchen under Sub-floor/Mastic

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: GLZ-01-01 **Lab Sample ID:** 042030439-0056

Sample Description: Outside NE Kitchen Window/Window Glazing

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Tan	0.0%	100.0%	None Detected	

Client Sample ID: GLZ-01-02 **Lab Sample ID:** 042030439-0057

Sample Description: Outside NE Kitchen Window/Window Glazing

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Tan	0.0%	100.0%	None Detected	



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EMSL Order ID: 042030439
Customer ID: TRRA26
Customer PO: 23197181
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: GLZ-01-03 **Lab Sample ID:** 042030439-0058

Sample Description: Outside NE Kitchen Window/Window Glazing

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Tan	0.0%	100.0%	None Detected	

Client Sample ID: CDW-01-01 **Lab Sample ID:** 042030439-0059

Sample Description: NW Kitchen/Composite Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Brown/White	10.0%	90.0%	None Detected	

Client Sample ID: CDW-01-02 **Lab Sample ID:** 042030439-0060

Sample Description: NW Kitchen/Composite Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Brown/White	10.0%	90.0%	None Detected	

Client Sample ID: CDW-01-03 **Lab Sample ID:** 042030439-0061

Sample Description: NW Kitchen/Composite Drywall

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	12/17/2020	Brown/White	10.0%	90.0%	None Detected	

Analyst(s):

- Alex Francois PLM (45)
- Michelle Quach PLM (28)
- Quynh Vu 400 PLM Pt Ct (3)
- Rachel Irwin PLM (2)

Reviewed and approved by:

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367, LA #04127

Report amended: 01/14/2021 10:53:00 Replaces amended report from: 01/14/2021 10:35:00 Reason Code: Client-Additional Analysis



EMSL ANALYTICAL INC.
LABORATORY PRODUCTS TRAINING

**Asbestos Bulk Building Material
Chain of Custody**

EMSL Order Number (lab use only)

042030439

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EMSL
CINNAMINSON, NJ
20 DEC 16 PM 4:04

Cinnaminson, NJ 08077
Phone 1-800-220-3675
Fax (856) 786-5974

Company Name : Terracon Consultants, Inc.		EMSL Customer ID:	
Street: 4172 Center Park Drive		City: Colorado Springs	State or Province: CO
Zip/Postal Code: 80916	Country: US	Telephone #: 719-597-2116	Fax #:
Report To (Name): John Harness		Please Provide Results via: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
email Address: John.Harness@terracon.com		Purchase Order Number:	
Client Project ID: 23197181		EMSL Project ID (internal use only):	
State or Province Collected: CO		CT only <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input checked="" type="checkbox"/> Different - If bill to is different note instructions in comment. Third party billing requires written authorization from third party			
Turnaround Time (TAT) Options Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input checked="" type="checkbox"/> 24 Hour	<input type="checkbox"/> 32 Hour* <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week
<small>*32 Hour TAT available for select tests only; samples must be submitted by 11:30am. Please call ahead for large projects and/or turnaround times 6 hours or less.</small>			
PLM - Bulk (reporting limit)		TEM - Bulk	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)		<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
<input type="checkbox"/> PLM EPA NOB (<1%)		<input type="checkbox"/> NY ELAP Method 198.4 non-friable - NY	
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	
<input type="checkbox"/> NIOSH 9002 (<1%)		<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.1- friable - NY		<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.6 NOB- non-friable - NY		Other tests (please specify)	
<input type="checkbox"/> NY ELAP Method 198.8- Vermiculite Surfacing Material		<input type="checkbox"/>	
<input type="checkbox"/> OSHA ID-191 Modified			
<input type="checkbox"/> EMSL Standard Addition Method			
<input type="checkbox"/> Positive Stop - Clearly Identify Homogenous Areas (HA)		Date Sampled: 12/15/20	
Sampler's Name: John Harness		Sampler's Signature: [Signature]	
Sample #	HA #	Sample Location	Material Description
PL-01-01	1	Plaster wall west side of duplex nw ceiling kitchen	↓
PL-01-02	1	Plaster wall east side of duplex ne chimney	
PL-01-03	1	East side if duplex divider wall north room	
PL-01-04	1	2nd floor wall n of bathroom on w side	
PL-01-05	1	2nd floor ceiling nw room	
PL-01-06	1	2nd floor debris on ground	
Client Sample # (s): -		Total # of Samples: 610	
Relinquished by (Client): Terracon		Date: 12/15/20	Time: 4:00
Received by (Lab): Chelsea EMSL		Date: 12/16/20	Time: 3:30
Comments/Special Instructions: Bill To: Terracon Consultants, Inc., 10841 S. Ridgeview Rd, Olathe, KS, 66061, US Attention: John Harness Phone: 913-599-6886 Email: john.harness@terracon.com Purchase Order:			



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

**Asbestos Bulk Building Material
Chain of Custody**

EMSL Order Number (lab use)

042030439

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EMSL Analytical, Inc.
200 Route 130 North

Cinnaminson, NJ 08077
Phone 1-800-220-3675
Fax (856) 786-5974

Additional pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
PL-01-07	1	2nd floor wall sw room w wall	Plaster over wood lath
PI-01-01	2	Duct in ne room 1st floor on w wall	White Paper insulation on duct
PI-01-02	2	Duct in ne room 1st floor on w wall	White Paper insulation on duct
PI-01-03	2	Duct in ne room 1st floor on w wall	White Paper insulation on duct
LIP-01-01	3	NW kitchen ceiling ~90 sqft	2x4 lay in panel ceiling tile particle board
LIP-01-02	3	NW kitchen ceiling	2x4 lay in panel ceiling tile particle board
LIP-01-03	3	NW kitchen ceiling	2x4 lay in panel ceiling tile particle board
LIP-02-01	4	Room south of NW kitchen ceiling~ 40 sqft	2x2 lay in panel drywall
LIP-02-02	4	Room south of NW kitchen ceiling	2x2 lay in panel drywall
LIP-02-03	4	Room south of NW kitchen ceiling	2x2 lay in panel drywall
TS-01-01	5	Room south of NW kitchen north wall ~240 sqft	Orange peel texture over drywall
TS-01-02	5	Room south of NW kitchen east wall	Orange peel texture over drywall
TS-01-03	5	Room south of NW kitchen south wall	Orange peel texture over drywall
TS-02-01	6	Room north of sw room ceiling ~120 sqft	Popcorn texture on ceiling over drywall
TS-02-02	6	Room north of sw room ceiling	Popcorn texture on ceiling over drywall
TS-02-03	6	Room north of sw room floor	Popcorn texture on ceiling over drywall
SVF-01-01	7	west side of duplex bathroom floor ~60 sqft	sheet vinyl flooring
SVF-01-02	7	west side of duplex bathroom floor	sheet vinyl flooring
SVF-01-03	7	west side of duplex bathroom floor	sheet vinyl flooring
GD-01-01	8	west side of duplex stairs celing	Brown glue dots
GD-01-02	8	west side of duplex 2nd floor stair	Brown glue dots

OK
NOT Recd
OK

***Comments/Special Instructions:**

Bill To: Terracon Consultants, Inc., 10841 S. Ridgeview Rd, Olathe, KS, 66061, US
Attention: John Harness Phone: 913-599-6886 Email: john.harness@terracon.com Purchase Order:



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number *(lab use only)*

042030439

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Additional pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
GD-01-01 03	8	west side of duplex stairs ceiling	Brown glue dots
SVF-02-01	9	2nd floor west bathroom ~30 sqft	Tan sheet vinyl flooring
SVF-02-02	9	2nd floor west bathroom	Tan sheet vinyl flooring
SVF-02-03	9	2nd floor west bathroom	Tan sheet vinyl flooring
INS-01-01	10	Floor near front door	Grey rock wool blown in insulation
INS-01-01 02	10	Exterior front of building	Grey rock wool blown in insulation
INS-01-01 03	10	exterior wall west side of building	Grey rock wool blown in insulation
SVF-03-01	11	Outside ne kitchen floor~ 10 sqft	Pebble pattern sheet vinyl flooring
SVF-03-02	11	Outside ne kitchen floor	Pebble pattern sheet vinyl flooring
SVF-03-03	11	Outside ne kitchen floor	Pebble pattern sheet vinyl flooring
SVF-04-01	12	NW kitchen ~200 sqft	Yellow diamond pattern sheet vinyl flooring
SVF-04-02	12	NW kitchen	Yellow diamond pattern sheet vinyl flooring
SVF-04-03	12	NW kitchen	Yellow diamond pattern sheet vinyl flooring
VCT-01-01	13	North of NW kitchen ~20 sqft	12x12 white floor tile
VCT-01-02	13	North of NW kitchen	12x12 white floor tile
VCT-01-03	13	North of NW kitchen	12x12 white floor tile
TP-01-01	14	East side of duplex basement ~60 sqft	Tar paper on wall
TP-01-02	14	East side of duplex basement	Tar paper on wall
TP-01-03	14	East side of duplex basement	Tar paper on wall
STUC-01-01	15	Foundation east side	Exterior stucco
STUC-01-02	15	Foundation east side	Exterior stucco

***Comments/Special Instructions:**

BillTo: Terracon Consultants, Inc., 10841 S. Ridgeview Rd, Olathe, KS, 66061, US

Attention: John Harness Phone: 913-599-6886 Email: john.harness@terracon.com Purchase Order:

Page 3 of 4 pages



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRADING

**Asbestos Bulk Building Material
Chain of Custody**

EMSL Order Number (lab use only):

042030439

RECEIVED EMSL Analytical, Inc.
EMSL 200 Route 130 North
CINNAMINSON, NJ

Cinnaminson, NJ 08077
Phone 1-800-220-3675
Fax (856) 786-5974

20 DEC 16 PM 4:05

Additional pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
STUC-01-03	15	front of duplex stairs foundation	Exterior stucco
WI-01-01	16	Basement east side on old wires	Black wire insulation
WI-01-01 ₀₂	16	Basement east side on old wire	Black wire insulation
WI-01-01 ₀₃	16	Basement east side on old wire	Black wire insulation
SVF-05-01	17	NW kitchen under sub floor ~200 sqft	Tan sheet vinyl flooring
SVF-05-02	17	NW kitchen under sub floor	Tan sheet vinyl flooring
SVF-05-03	17	NW kitchen under sub floor	Tan sheet vinyl flooring
GLZ-01-01	18	Outside ne kitchen window~ 10 sqft	window glazing
GLZ-01-02	18	Outside ne kitchen window	window glazing
GLZ-01-03	18	Outside ne kitchen window	window glazing
CDW-01-01	19	NW kitchen ~200 sqft	Composite-drywall
CDW-01-02	19	NW kitchen	Composite drywall
CDW-01-03	19	NW kitchen	Composite drywall

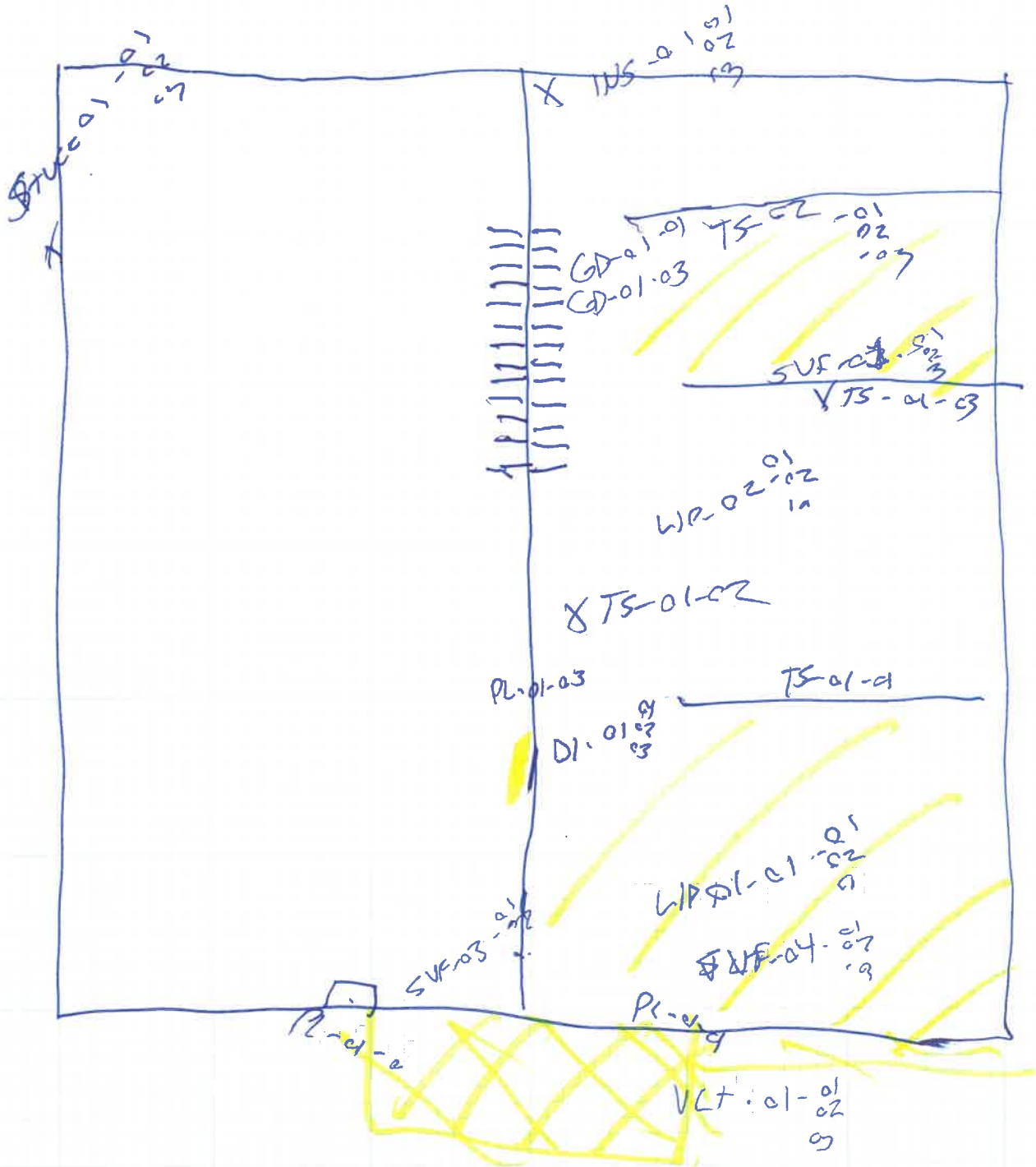
***Comments/Special Instructions:**
 BillTo: Terracon Consultants, Inc., 10841 S. Ridgeview Rd, Olathe, KS, 66061, US
 Attention: John Harness Phone: 913-599-6886 Email: john.harness@terracon.com Purchase Order:

APPENDIX C

DRAWINGS

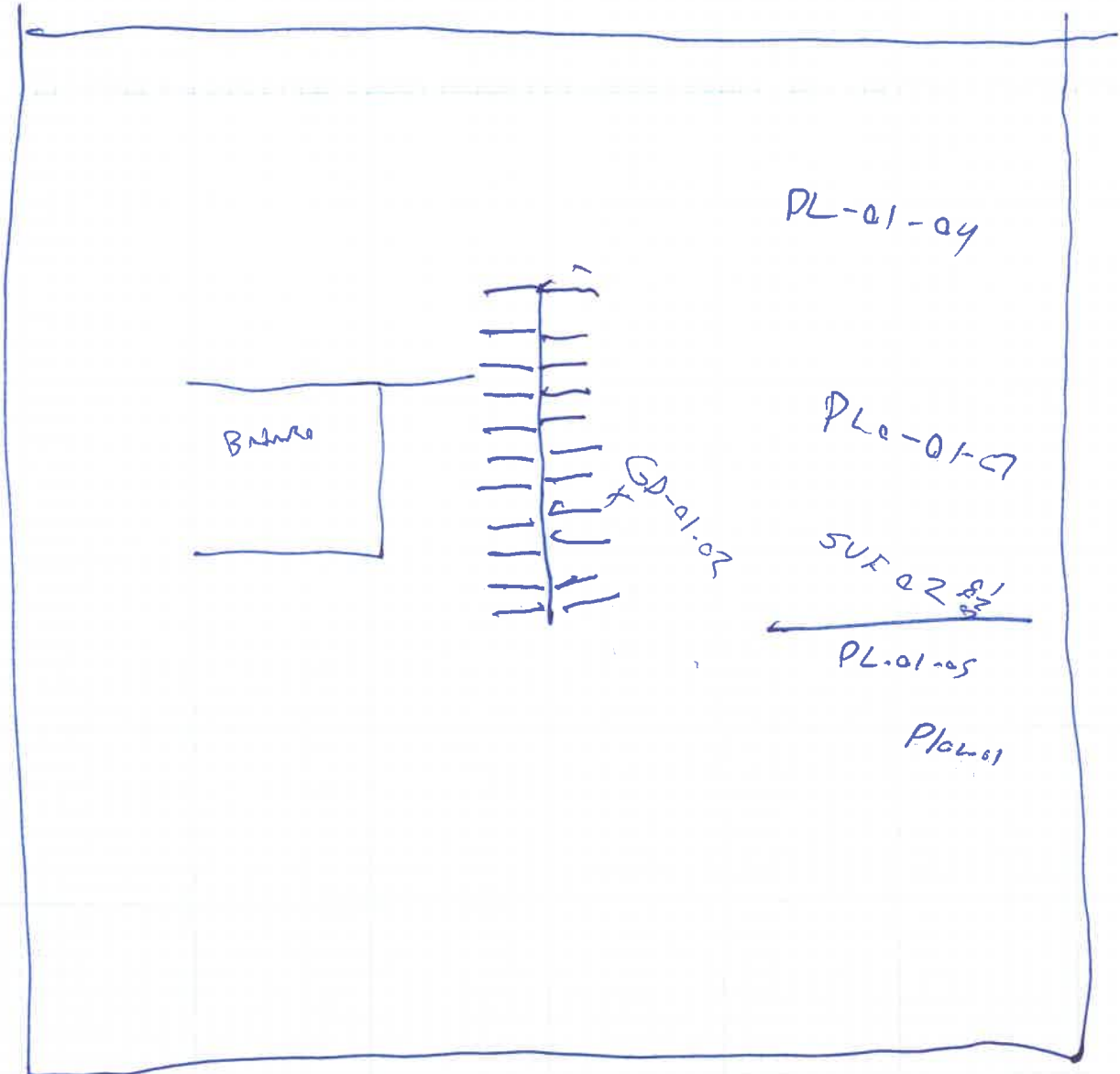
PROJECT: W Kawa Page 1 of 2

JOB NO. 23197 Date 12/15/20 Comp. By John H CHECKED BY: _____



PROJECT: _____ Page _____ of _____

JOB NO. _____ Date _____ Comp. By _____ CHECKED BY: _____



APPENDIX D
CERTIFICATIONS



Colorado Department
of Public Health
and Environment

ASBESTOS CERTIFICATION*

This certifies that

John Harness

Certification No.: 14549

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:

Building Inspector*

Issued: August 18, 2020

Expires: July 23, 2021

** 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

Hazardous Materials

12-15-2020



**REPORT AND INVENTORY LIST RELATED TO WARRANT ISSUED 14 DECEMBER 2020 AT 1326 W.
KIOWA ST., COLORADO SPRINGS, COLORADO**

Date Warrant Executed: December 14, 2020

Narrative of Actions Taken: On December 14, 2020, the Court issued a Search and Seizure Warrant to enter and sample materials in a dangerous structure located at 1326 W. Kiowa Street in Colorado Springs. The Warrant was posted on the Property (see "Exhibit A") and also mailed to the registered property owner. Since then, during daylight hours the City's contractor has entered the property and sampled materials (see "Exhibit B").

Items Seized:

See Attached Manifest



12-22-2020

Aaron Egbert
City Engineering
Senior Engineer

Date

Asbestos Sampling Summary

SampleNumber	Material Description	Sample Location
PI-01-01	Plaster with Skim coat over lath on walls on ceiling and broken pieces on floor and ground	Plaster Wall West Side of Duplex NW Ceiling Kitchen/Plaster over Wood Lath
PI-01-02		Plaster Wall East Side of Duplex NE Chimney/Plaster over Wood Lath
PI-01-03		East Side of Duplex Divider Wall North Room/Plaster over Wood Lath
PI-01-04		2nd Floor Wall N of Bathroom on W Side/Plaster over Wood Lath
PI-01-05		2nd Floor Ceiling NW Room/Plaster over Wood Lath
PI-01-06		2nd Floor Debris on Ground/Plaster over Wood Lath
PI-01-07		2nd Floor Wall SW Room W Wall/Plaster over Wood Lath
PI-01-01	White paper insulation on duct	Duct in NE Room 1st Floor on W Wall/White Paper Insulation on Duct
PI-01-02		Duct in NE Room 1st Floor on W Wall/White Paper Insulation on Duct
PI-01-03		Duct in NE Room 1st Floor on W Wall/White Paper Insulation on Duct
LIP-01-01	2X4 Lay in Panel ceiling tile particleboard	Kitchen ceiling
LIP-01-02		Kitchen ceiling
LIP-01-03		Kitchen ceiling
LIP 02-01	2x2 Lay in Panel ceiling tile	Room South of NW Kitchen Ceiling/2x2 Lay-in Panel Drywall
LIP 02-01		Room South of NW Kitchen Ceiling/2x2 Lay-in Panel Drywall
LIP-02-03		Room South of NW Kitchen Ceiling/2x2 Lay-in Panel Drywall
TS-01-01	Textured Surfacing over drywall	Room South of NW Kitchen North Wall/Orange Peel Texture over Drywall
TS-01-02		Room South of NW Kitchen East Wall/Orange Peel Texture over Drywall
TS-01-03		Room South of NW Kitchen South Wall/Orange Peel Texture over Drywall
TS-02-01	Textured Surfacing over drywall	Room North of SW Room Ceiling/Popcorn Texture on Ceiling over Drywall
TS-02-02		Room North of SW Room Ceiling/Popcorn Texture on Ceiling over Drywall
TS-02-03		Room North of SW Room Ceiling/Popcorn Texture on Ceiling over Drywall
SVF-01-01	Tan Sheet Vinyl Flooring	West Side of Duplex Bathroom Floor/Sheet Vinyl Flooring
SVF-01-02		West Side of Duplex Bathroom Floor/Sheet Vinyl Flooring
SVF-01-03		West Side of Duplex Bathroom Floor/Sheet Vinyl Flooring
GD-01-01	Brown Glue dots with associated ceiling tile	West Side of Duplex Stairs Ceiling/Brown Glue Dots
GD-01-02		West Side of Duplex 2nd Floor Stair/Brown Glue Dots

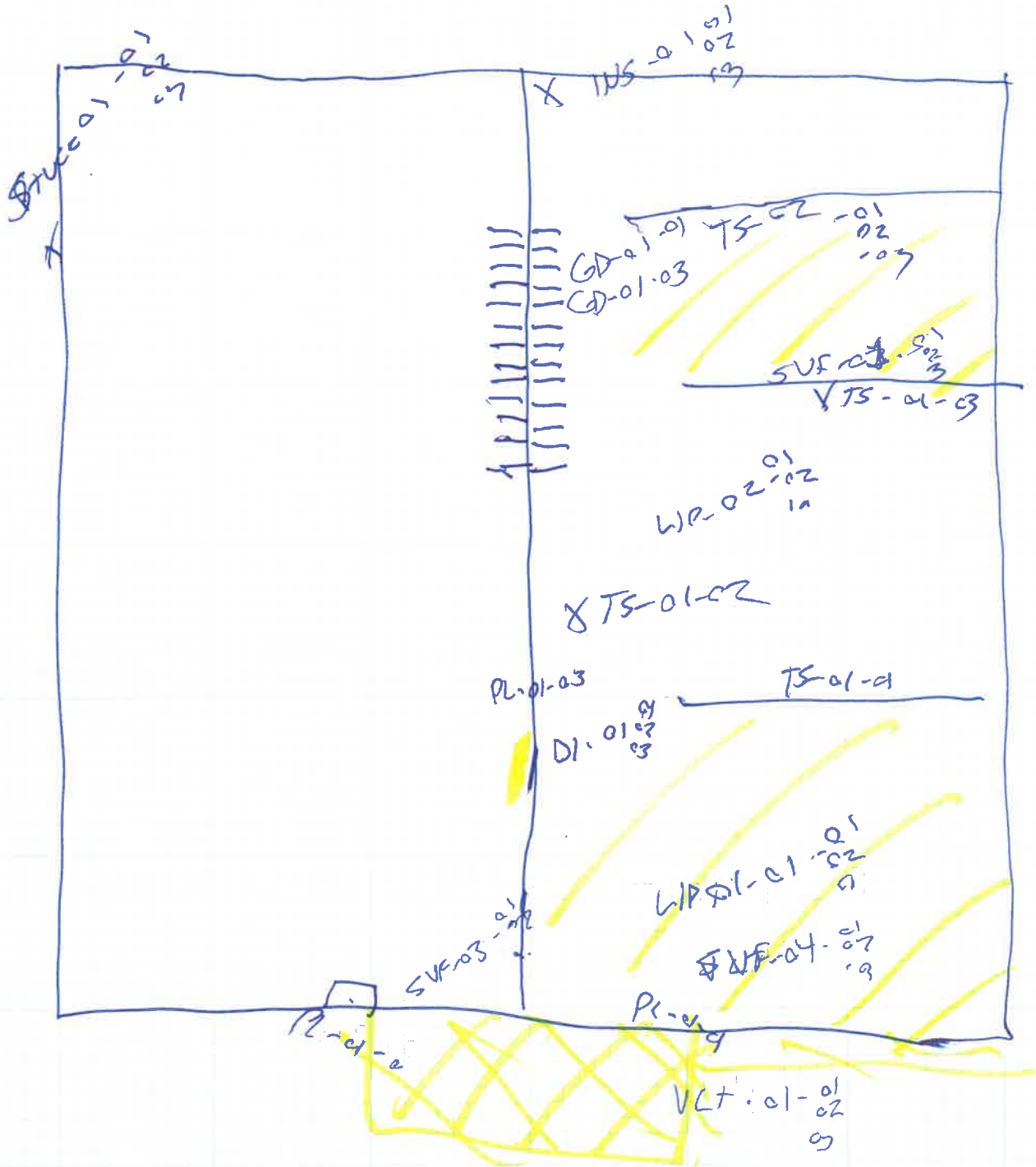
GD-01-03		West Side of Duplex Stairs Ceiling/BrownGlue Dots
SVF-02-01	Tan Sheet Vinyl Flooring	2nd Floor West Bathroom/Tan SheetVinyl Flooring
SVF-02-02		2nd Floor West Bathroom/Tan Sheet Vinyl Flooring
SVF-02-03		2nd Floor West Bathroom/Tan Sheet Vinyl Flooring
INS-01-01	Grey Rock Wool Blown-in Insulation	Floor near Front Door/Grey Rock WoolBlown-in Insulation
INS-01-02		Exterior Front of Building/Grey RockWool Blown-in Insulation
INS-01-03		Exterior Wall West Side of Building/Grey Rock Wool Blown-inInsulation
SVF-03-01	Pebble PatternSheet Vinyl Flooring	Outside NE KitchenFloor/Pebble PatternSheet Vinyl Flooring
SVF-03-02		Outside NE KitchenFloor/Pebble PatternSheet Vinyl Flooring

Asbestos Sampling Summary

Sample Number	Material Description	Sample Location
SVF-03-03		Outside NE Kitchen/Floor/Pebble Pattern Sheet Vinyl Flooring
SVF-04-01	Yellow Diamond Pattern Sheet Vinyl Flooring	NW Kitchen/Yellow Diamond Pattern Sheet Vinyl Flooring
SVF-04-02		NW Kitchen/Yellow Diamond Pattern Sheet Vinyl Flooring
SVF-04-03		NW Kitchen/Yellow Diamond Pattern Sheet Vinyl Flooring
VCT-01-01	12x12 White Floor Tile and mastic	North of NW Kitchen/12x12 White Floor Tile
VCT-01-02		North of NW Kitchen/12x12 White Floor Tile
VCT-01-03		North of NW Kitchen/12x12 White Floor Tile
TP-01-01	Tar Paper on wall	East Side of Duplex Basement/Tar Paper on Wall
TP-01-02		East Side of Duplex Basement/Tar Paper on Wall
TP-01-03		East Side of Duplex Basement/Tar Paper on Wall
STUC-01-01	Stucco	Foundation East Side/Exterior Stucco
STUC-01-02		Foundation East Side/Exterior Stucco
STUC-01-03		Front of Duplex Stairs Foundation/Exterior Stucco
WI-01-01	Wire insulation	Basement East Side on Old Wires/Black Wire Insulation
WI-01-02		Basement East Side on Old Wires/Black
WI-01-03		Basement East Side on Old Wires/Black
SVF-05-01	Tan Sheet Vinyl Flooring with mastic	NW Kitchen Sheet Vinyl Flooring
SVF-05-02		NW Kitchen Sheet Vinyl Flooring
SVF-05-03		NW Kitchen Sheet Vinyl Flooring
GLZ-01-01	Window Glazing	Outside NE Kitchen Window/Window Glazing
GLZ-01-02		Outside NE Kitchen Window/Window Glazing
GLZ-01-03		Outside NE Kitchen Window/Window Glazing
CDW-01-01	Composite Drywall	NW Kitchen/Composite Drywall
CDW-01-02		NW Kitchen/Composite Drywall
CDW-01-03		NW Kitchen/Composite Drywall

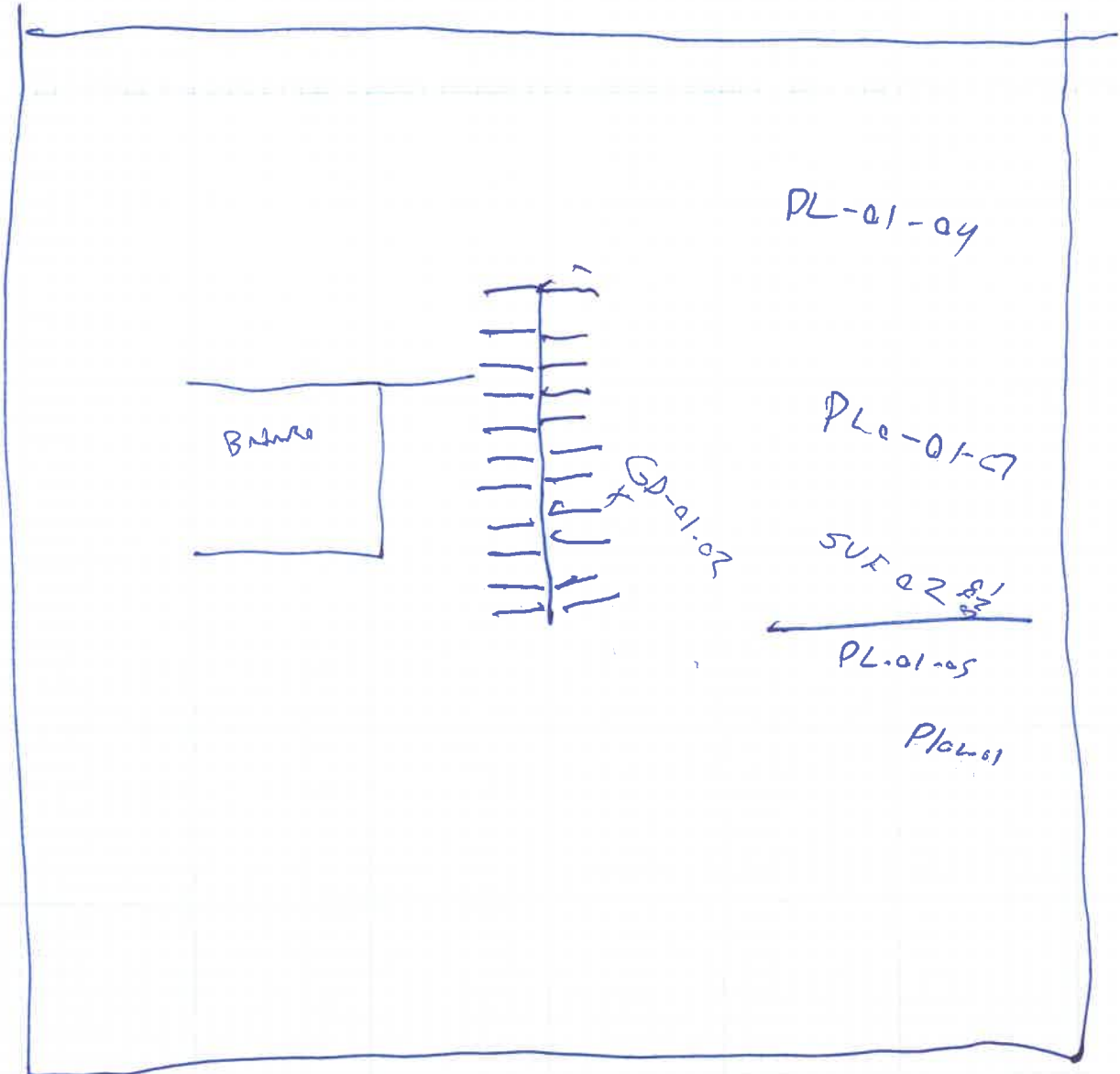
PROJECT: W Kawa Page 1 of 2

JOB NO. 23197 Date 12/15/20 Comp. By John H CHECKED BY: _____



PROJECT: _____ Page _____ of _____

JOB NO. _____ Date _____ Comp. By _____ CHECKED BY: _____





INVOICE

4172 Center Park Dr
Colorado Springs, CO 80916-4505
719-597-2116

Project Mgr: John Harness

Project: 1326 W Kiowa Street
1326 W Kiowa Street
Colorado Springs, CO 80903

To: City of Colorado Springs CO
Attn: Andrew McIntyre
30 S Nevada Ave Ste 201
Colorado Springs, CO 80903-1802

REMIT TO:
Invoice Number: TE80156
Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673
Federal E.I.N.: 42-1249917

Project Number:	23197181
Invoice Date:	2/25/2021
For Period:	12/13/2020 to 12/31/2020

For fees associated with Environmental services at 1326 W. Kiowa Street in general accordance with Subcontractor Task Order #2019-009 dated November 1, 2019.

Quantity	Description of Services	Rate	Total
Direct Project Expense			
\$61.05 Cost+	Contract Lab Services	15%	\$70.21
		Subtotal	\$70.21

Invoice Total \$70.21

TERMS: DUE UPON PRESENTATION OF INVOICE



EMSL Analytical, Inc.

EMSL Analytical, Inc. Federal Tax ID 22-2357101

200 Route 130 North, Cinnaminson, NJ 08077
(800) 220-3675

INVOICE NO	PAGE
04614499	1 of 1
INVOICE DATE	
1/14/2021	

BILL TO Terracon Consultants, Inc.
Attn: John Harness
10841 S. Ridgeview Rd
Olathe, KS 66061
US

REPORT TO Terracon Consultants, Inc.
Attn: John Harness
4172 Center Park Drive
Colorado Springs, CO 80916
US

SLSM.	Ship VIA	Terms	Billing Frequency	Rept. ID	Billing ID		
jmcDonald	EMSL-FEDEX	Net 30	With Report	TRRA26	TRHQ42		
Date	Order No.	QTY	Test Code	Test Description	Unit	Unit Price	Amount
12/16/2020	042030439 P.O: 23197181	3	PLM 400 Point Count	Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy. Quantitation using 400 Point Count Procedure 24 Hour Project: 23197181	EA	20.35	61.05
						Sub Total	61.05
						Invoice Total	\$61.05

Please review your invoice promptly. We will gladly correct any errors within 30 days of the invoice date. After that, we deem the invoice to be correct and reserve the right not to issue credits, in whole or part. A 1.5% finance charge will be added to invoices over 30 days.

Billing Inquiries - please call 1-800-220-3675

Please detach and return with payment

Invoice Date 1/14/2021 Customer No. TRHQ42 Invoice No. 04614499 \$61.05
Please Remit To: EMSL Analytical, Inc. Dept: 04
 200 Route 130 North
 Cinnaminson, NJ 08077

Billing Inquiries - please call 1-800-220-3675

iLabINV 1.0.8

Payment in US Funds Only.



INVOICE

Adjusted on 2/21/2021

APPROVED
By Tyra Sandy at 1:45 pm, Mar 01, 2021

4172 Center Park Dr
Colorado Springs, CO 80916-4505
719-597-2116

Project Mgr: John Harness

Project: 1326 W Kiowa Street
1326 W Kiowa Street
Colorado Springs, CO 80903

To: City of Colorado Springs CO
Attn: Andrew McIntyre
30 S Nevada Ave Ste 201
Colorado Springs, CO 80903-1802

REMIT TO:

Invoice Number: TE77461A
Original Invoice: TE77461

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

Project Number: 23197181
Invoice Date: 2/21/2021
For Period: 12/13/2020 to 12/31/2020

For fees associated with Environmental services at 1326 W. Kiowa Street in general accordance with Subcontractor Task Order #2019-009 dated November 1, 2019.

Quantity	Description of Services	Rate	Total
Previous Items			
Direct Project Expense			
\$522.31 Cost+	Contract Lab Services	15%	\$600.66
		Subtotal	\$600.66
		Previous Items Total	\$600.66
Adjustment Items			
Direct Project Labor			
3.00 Hour(s)	Project Manager (12/15/20 & 12/17/20)	\$105.00	\$315.00
		Subtotal	\$315.00
		Adjustment Items Total	\$315.00
Invoice Total			\$915.66

TERMS: DUE UPON PRESENTATION OF INVOICE



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

EMSL ANALYTICAL, INC.
Products Division

www.emsl.com

CORPORATE OFFICE

200 Route 130 North
Cinnaminson, NJ 08077
(800) 220-3675

INVOICE NO	PAGE
87359022	1
INVOICE DATE	
12/21/2020	

SOLD TO Terracon Consultants, Inc.
10841 S. Ridgeview Rd
Olathe, KS 66061

SHIP TO Terracon Consultants, Inc.
4172 Center Park Drive
Colorado Springs, CO 80916
United States

ORDER DATE	ORDER NO.	PURCHASE ORDER NUMBER	SLSM	SHIP VIA	TERMS	CUST. NO.	
12/15/2020	86349553	23197181	JMD	FES	Net 30 Days	TRHQ42	
ORDERED	SHIPPED/ Qty RTS	ITEM NUMBER	ITEM DESCRIPTION		UNIT	UNIT PRICE	AMOUNT
1 1,000	1	8708902M 8708902	Shipped on 12/15/2020 Shipped On: 12/15/2020 4:00:00 PM Est. Delivery: 12/18/2020 Carrier: FedEx Express Saver® Billing Type: Sender Total Weight: 3.00 Number Pkgs: 1 Package #1: Tracking #: 0201,781488839758 Pkg Content Desc: Qty in Pkg: 0 End Shipment(s) Bulk Sampling Bags - 3" x 4" 1,000 bags Bulk Sampling Bags - 3" x 4"each		EA	15.00	15.00
Please review your invoice promptly for errors. We reserve the right not to issue full or partial credits 30 days after the invoice date. Returns must be authorized (see terms and conditions below.)					SALES TAX:	0.77	
					MISC. CHARGE:	0.00	

SUB TOTAL	SHIPPING & HANDLING	SALES TAX	INVOICE TOTAL	
15.00	12.44	0.77	28.21	

CONTACT NAME:
John Harness

Less: Amount Paid 0.00

Please detach and return with payment.

12/21/2020 CUSTOMER NO.: TRHQ42 INVOICE NO.: 87359022 Amount Due.: 28.21
 CONTACT NAME: John Harness ORDER NO.: 86349553

Please Remit To: EMSL Analytical, Inc.- Products.
200 ROUTE 130 NORTH
Cinnaminson, NJ 08077-2892

Dept.: 087
PAYMENT IN U.S. FUNDS ONLY



EMSL Analytical, Inc.

EMSL Analytical, Inc. Federal Tax ID 22-2357101

200 Route 130 North, Cinnaminson, NJ 08077
(800) 220-3675

INVOICE NO	PAGE
04612553	1 of 1
INVOICE DATE	
12/17/2020	

BILL Terracon Consultants, Inc.
TO Attn: John Harness
 10841 S. Ridgeview Rd
 Olathe, KS 66061
 US

REPORT Terracon Consultants, Inc.
TO Attn: John Harness
 4172 Center Park Drive
 Colorado Springs, CO 80916
 US

SLSM.	Ship VIA	Terms	Billing Frequency	Rept ID	Billing ID		
jmcDonald	EMSL-FEDEX	Net 30	With Report	TRRA26	TRHQ42		
Date	Order No.	QTY	Test Code	Test Description	Unit	Unit Price	Amount
12/16/2020	042030439 P.O: 23197181	61	PLM	Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy 24 Hour Project: 23197181	EA	8.10	494.10
						Sub Total	494.10
						Invoice Total	\$494.10

Please review your invoice promptly. We will gladly correct any errors within 30 days of the invoice date. After that, we deem the invoice to be correct and reserve the right not to issue credits, in whole or part. A 1.5% finance charge will be added to invoices over 30 days.

Billing Inquiries - please call 1-800-220-3675

Please detach and return with payment

Invoice Date 12/17/2020 Customer No. TRHQ42 Invoice No. 04612553 \$494.10
 Please Remit To: EMSL Analytical, Inc. Dept: 04
 200 Route 130 North
 Cinnaminson, NJ 08077

Billing Inquiries - please call 1-800-220-3675

iLabINV 1.0.8

Payment in US Funds Only.



INVOICE

Adjusted on 2/26/2021

4172 Center Park Dr
Colorado Springs, CO 80916-4505
719-597-2116

Project Mgr: John Harness

Project: 1326 W Kiowa Street
1326 W Kiowa Street
Colorado Springs, CO 80903

To: City of Colorado Springs CO
Attn: Andrew McIntyre
30 S Nevada Ave Ste 201
Colorado Springs, CO 80903-1802

REMIT TO:	
Invoice Number:	TE77637A
Original Invoice:	TE77637
Terracon Consultants, Inc.	
PO Box	959673
St Louis, MO	63195-9673
Federal E.I.N.:	42-1249917

Project Number:	23197181
Invoice Date:	2/26/2021
For Period:	1/03/2021 to 2/20/2021

For fees associated with Environmental services at 1326 W. Kiowa Street in general accordance with Subcontractor Task Order #2021-001 dated February 3, 2021.

Quantity	Description of Services	Rate	Total
----------	-------------------------	------	-------

Previous Items

Direct Project Labor

1.50 Hour(s)	Senior Industrial Hygienist	\$150.00	\$225.00
12.00 Hour(s)	Project Manager	\$105.00	\$1,260.00
0.50 Hour(s)	Staff Engineer/Scientist	\$85.00	\$42.50
1.00 Hour(s)	Clerical	\$55.00	\$55.00
Subtotal			\$1,582.50

Previous Items Total \$1,582.50

Adjustment Items

Direct Project Labor

-3.00 Hour(s)	Project Manager - (from Invoice TE77461A)	\$105.00	\$(315.00)
-1.00 Hour(s)	Clerical - (from above)	\$55.00	\$(55.00)
Subtotal			\$(370.00)

Adjustment Items Total \$(370.00)

Invoice Total \$1,212.50

TERMS: DUE UPON PRESENTATION OF INVOICE

Abatement

SEARCH AND SEIZURE WARRANT

IN THE MUNICIPAL COURT OF THE CITY OF COLORADO SPRINGS, COUNTY OF
EL PASO, STATE OF COLORADO

TRACKING NUMBER _____

Whereas, Aaron Egbert, Senior Engineer for the City of Colorado Springs, has made an Application and Affidavit to the Court for the issuance of a Search and Seizure Warrant pursuant to Rule 241 of the Colorado Municipal Court Rules of Procedure; and,

Whereas, the application is in proper form and probable cause is found for the issuance of a Search and Seizure Warrant to enter, seize, remove, and abate property at the premises specified in the application.

THEREFORE, the applicant, into whose hands this Search and Seizure Warrant shall come, is hereby ordered, with the necessary and proper assistance of agents, representatives and contractors, to enter, seize, remove, and abate a dangerous structure within the City of Colorado Springs, El Paso County, State of Colorado, specifically located on the property at 1326 W. Kiowa Street, within the next fourteen (14) days, during daytime hours.

The following property or thing(s) will be seized and removed:

None.

As probable cause has been found to believe that the current condition is:

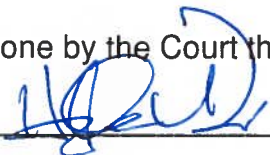
[X] A demolition order was issued on September 19, 2019 by the Pikes Peak Regional Building Department declaring the structures located at 1326 W. Kiowa Street as a DANGEROUS BUILDING. Prior to demolition of the structures, under the authority of the Regional Building Code and the City Code, there is probable cause to allow the City of Colorado Springs and its agents, representatives and contractors to enter the property and inspect the structure to ensure the safety of the citizens of the City. The registered property owner has been provided multiple lawful notices and orders to abate the property and has failed to respond to or follow the requirements of these multiple notices and orders.

Furthermore, a copy of this Search and Seizure Warrant is to be left with the person whose premises is searched along with a list of any and all items seized at the

time of its execution. If said person cannot be located or identified, a copy of the Search and Seizure Warrant and the list of property seized shall be left at the place from which the property was taken.

Further, a return shall be promptly made to this Court upon the execution of and completion of the work required under this Search and Seizure Warrant along with an inventory of any property taken.

Done by the Court this 2nd day of MARCH, 2021

Judge: 



Contract R010116

Task Order Number:	2021-001	Project Name/Title	Abatement Monitoring Services – 1326 Kiowa St		
		Date:	February 3, 2021		
Vendor/Contractor	Terracon Consultants Inc.				
Contact Name:	John Harness	Telephone:	719-572-7707		
Email:	John.harness@terracon.com				
Address:	10625 W. I-70 Frontage Road N Suite 3 Wheat Ridge, CO 80033				
City Contracting Specialist	Name & Phone# Mike Zeller (719)385-5264	City Dept Rep/Project Manager	Name & Phone# & Department Name Tyra Sandy 719-385-5434 Public Works		
NOT TO EXCEED Task Order Amount:	\$ 4,000.00	City Account #	Acct Code (5)	Fund (3)	Dept (4) Project (7) 52415-001-3043
Contract Type:	Time & Materials (T&M)	Period of Performance:	NTP – June 30, 20214		

Per the terms and conditions and unit pricing of Contract R010116, Terracon Consultants Inc. (Contractor) shall perform On-Call A&E Services work for the following:

Abatement Monitoring Services – 1326 Kiowa St. Contractor will perform work in accordance with Scope of Work and Fee Schedule (Attachment A).

THIS FIXED UNIT PRICE Task Order 2021-001 is established at the Not to Exceed amount of \$4,000.00. The Contractor is not authorized to expend more than the Not to Exceed amount of \$4,000.00. The City is not liable for any expenditure above the funded amount of \$4,000.00.

Subject to the terms and conditions of the Contract Documents, Contractor agrees to furnish all materials and to perform all work as set forth herein and in Contract R010116.

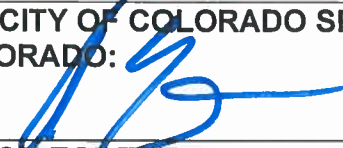
All pricing is in accordance with the fixed unit prices found in Schedule A of Contract R010116. Payment will be made for actual quantities. At no time shall the total obligation of the City exceed the not to exceed amount of this Task Order.

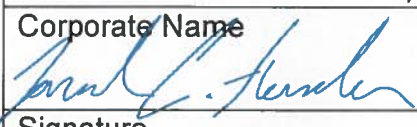
Contractor and City agree that this Task Order is intended to supplement Contract R010116 that all terms and conditions of Contract R010116 apply to this Task Order and that nothing in this Task Order is intended to waive or modify any terms or conditions of Contract R010116.

TASK ORDER SIGNATURE PAGE

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

This Task Order Modification is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:	
	2-9-2021
AARON EGBERT	DATE

SECOND PARTY:	
Terracon Consultants, Inc.	
Corporate Name	
	2/3/2021
Signature	Date
Office Manager	
Title	



NOTICE TO PROCEED

CONTRACT R010116 TASK ORDER 2021-001

February 9, 2021

Terracon Consultants Inc.
John Harness
10625 W. I-70 Frontage Rd N Suite 3
Wheat Ridge, CO 80033

Ref: City of Colorado Springs, Contract R010116 Task Order 2021-001, Abatement Monitoring Services – 1326 Kiowa St

The above referenced task order has been executed by the City of Colorado Springs. I have enclosed your copy of the task order.

You are hereby authorized to proceed on the work covered by the above referenced task order. Please coordinate all work with the Project Manager, Tyra Sandy who can be reached at 385-5434 or tyra.sandy@coloradosprings.gov

The task order period of performance ends June 30, 2021.

If you have any questions, please contact me at (719) 385-5264 or michael.zeller@coloradosprings.gov

Sincerely,

Michael Zeller
Senior Contracting Specialist

C: R010116 Task Order 2021-001

January 28, 2021



City of Colorado Springs
30 S. Nevada Avenue, Suite 401
Colorado Springs, Colorado 80901

Attn: Ms. Tyra Sandy, PE
Construction Manager
P: 719.385.5434
E: Tyra.Sandy@coloradosprings.gov

Re: Proposal for Asbestos Consulting Services
1326 W Kiowa
Colorado Springs, Colorado
Terracon Proposal No. P23217017

Dear Ms. Sandy

Terracon is pleased to submit this proposal to the City of Colorado Springs (City) for asbestos consulting services during abatement of asbestos-containing materials (ACM) identified in the building located at 1326 W Kiowa in Colorado Springs, Colorado.

An outline of Terracon's general scope of services, budget and schedule for this project is provided in the following sections.

1. PROJECT INFORMATION

Terracon's understanding of this project is summarized below. Please review the following and notify us if any of these understandings are incorrect. We understand a partially demolished building located at 1326 W Kiowa Street is an approximately 2,000 square foot building consisting of two-story 4 plex with a partial basement which is scheduled for demolition. The building was reportedly constructed in 1899 and is currently unoccupied. The building is currently in a state of partial demolition with no exterior walls or roof. Interior walls consisting of wood studs with plaster ceilings upstairs, and some drywall walls on the west side of the first floor, all other walls are wood studs. There are no doors and only two windows on the rear of the building remain. The flooring is wood in the west side of the building, there is floor tile in the west side kitchen and flooring on the back porch. The east side of the building has no flooring just exposed floor joist. Exterior surfaces were removed with no roof just roof joist.

Terracon performed a pre-demolition asbestos survey on December 15, 2020. Asbestos was identified in paper wrapping the duct, (PI-01) white paper insulation on duct, sheet vinyl



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Geotechnical



Environmental



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Proposal for Asbestos Consulting Services

1326 W Kiowa ■ Colorado Springs, Colorado

January 28, 2021 ■ Terracon Proposal No. P23217017



flooring, (SVF-04) kitchen/yellow diamond pattern, vinyl composite tile, (VCT-01) north of northwest kitchen, 12" x 12" white floor tile, and sheet vinyl flooring (SVF-05) in the northwest kitchen.

The identified friable ACM must be removed by a qualified asbestos abatement contractor prior to renovation or demolition of the building. We understand that the City has contracted with a licensed abatement contractor who will remove identified ACM in accordance with local, state, and federal regulation.

2. SCOPE OF SERVICES

Based on our understanding of project requirements, the following scope of services is proposed.

2.1 Asbestos Abatement Work Plan

Terracon will develop a work plan for the removal and disposal of the ACM identified in the building. Addendums to the specifications will be developed in accordance with applicable local, state or federal regulations. The addendums will be prepared by an EPA and State of Colorado-certified Project Designer and will include the following:

- Project scope of work
- Definitions to be used during the project
- Materials to be used during the project
- State, EPA, OSHA regulations and any other applicable Federal, State and local government regulations pertinent to asbestos removal, encapsulation and disposal.
- Required contractor submittals such as certifications, work plans, notifications, disposal arrangements and worker training documents
- Required coordination of work schedule between client and abatement Contractor and work area sequencing
- Worker protection requirements
- Work area preparation procedures
- Asbestos removal methods to be followed
- Work area decontamination/cleaning procedures
- Final clearance requirements
- Waste disposal procedures

One electronic copy of the work plan will be provided to the City. Please note that Terracon's plans and specifications may not be used by another consultant or consultant agency to monitor the project without prior written permission from Terracon.

2.2 Project Consulting

Terracon will provide a Colorado-certified Air Monitoring Specialist(s) (AMS) to perform observations and visual inspections during abatement activities.

The AMS will attend one pre-construction meeting. Additionally, the AMS will periodically observe abatement activities at a frequency of two to three site visits per week. Each site visit will be approximately 4 hours in duration.

At the job site, the AMS will observe and comment on general work site conditions and activities as they relate to the abatement specifications and regulations. The AMS may make recommendations to the GAC and Client.

2.3 Asbestos Abatement Air Monitoring Services

Terracon will provide an AMS to perform a final visual assessment of the abated areas and conduct aggressive air clearance sampling in accordance with EPA and State of Colorado regulations. Air samples collected during the project will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400. Results will be provided to the abatement contractor and the Client within 48 business hours following collection of samples.

Terracon assumes that the abatement contractor will be responsible for the collection and analysis of asbestos air samples in such a manner as to comply with OSHA Standard 29 CFR 1926.1101 to establish 8-hour time weighted averages and 30-minute short-term exposure limits.

2.4 Clearance Report

At the conclusion of the project, Terracon will prepare a clearance report. The clearance report will include a description of the project, results of the air sampling program, and documentation of final clearance.

2.5 Reliance

The final project documentation will be prepared for the exclusive use and reliance of the City. Reliance by any other party is prohibited without the written authorization of the City and Terracon.

2.6 Conditions and Assumptions

Items to be provided by the client include the following:

- The client must provide timely right of entry to conduct the described services, as well as access to buildings interiors; and,
- If there are any restrictions or special requirements regarding the site, these should be made known to Terracon prior to commencing the site work.

Terracon assumes the following:

- The final visual inspection and final air clearance can be conducted in one 8-hour shift, working between 7 am and 5:30 pm, Monday through Friday, with weekends and holidays excluded.
- The abatement containment will be constructed in compliance with the requirements of Colorado Regulation No. 8 and will be fully operational (e.g. intact barriers, negative pressure, working shower, etc.) during the final visual inspection and final air clearance sampling.
- Our cost proposal includes one final visual inspection and one set of final air clearance samples; costs for additional visual inspections or clearances required due to failure of the abatement contractor to adequately clean the abatement containment or maintain the containment in compliance with Regulation No. 8 are not included in this proposal.

2.7 Schedule

Terracon is prepared to commence work on this project within five working days following a notice to proceed in accordance with our City of Colorado Springs Contract No. R008297. The asbestos abatement work plan will be completed approximately 10 to 15 working days after the receipt of the notice to proceed.

3. COMPENSATION

Terracon will conduct the above-described scope of services for the following fees:

Responsive ■ Resourceful ■ Reliable

ESTIMATED TOTAL PROJECT COST

DESCRIPTION	COST
Preparation of Asbestos Abatement Work Plan and Scope of Work	400.00
Project Consulting – Attend one Pre-construction meeting, and six site visits (estimated 7 events)	\$2,800.00
Final Visual and Air Monitoring Services (per containment) (assumes one event for total cost estimate)	\$ 750.00 / Event
Final Project- Closeout Report (estimated fee)	\$ 450.00
Total Estimate Cost	\$ 4,000.00

Our services will be provided in general accordance with our City of Colorado Springs Contract No. R008297. If this proposal meets your approval, work may be initiated by issuing a notice to proceed or purchase order in accordance with the Contract.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please call John Harness at (719) 572-7707.

Sincerely,

Terracon Consultants, Inc.

Colorado Asbestos Consulting Business License No. ACF-14838

Prepared By:



John Harness
 Project Manager
 State of Colorado #24524

Reviewed By:



Kevin Troyer
 Senior Industrial Hygienist
 State of Colorado #5044



TASK ORDER MODIFICATION

Contract Number:	R010116	Project Name/Title	Demolition Asbestos & Abatement Monitoring – 1326 Kiowa Street
Task Order Number:	2021-001	Date:	May 18, 2021
Mod Number:	001	PO Number:	69768
Vendor/Contractor	Terracon		
Contact:	Jarred Geissler		
Email Address	jcgeissler@terracon.com		
City Contracting Specialist	Name & Phone# Mike Zeller 719-385-5264	City Dept Rep	Name & Phone# & Department Name Tyra Sandy 719-385-5464 Public Works
Modification Amount:	\$1,054.93	City Account #	52415-001-3043
Previous Contract Amount:	\$4,000.00	Revised Contract Amount:	\$5,054.93

1. Introduction and Summary of Changes:

The City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and Terracon (the "Contractor"), hereby agree to modify and amend Contract R010116 ("Contract") dated February 3, 2021, by this Modification 001 to the Contract Task Order 2021-001 ("Modification") for the purpose of revising scope of work.

2. Specific Changes. The parties agree to the following changes to the Contract:

A. The Task Order Scope of Work is hereby revised by adding an abatement plan due to asbestos.

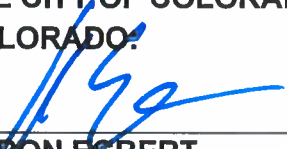
B. The Task Order Amount is hereby modified as indicated in the header above.

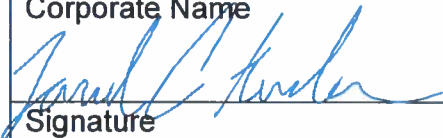
MODIFICATION SIGNATURE PAGE

By signing below, the Contractor and the City agree to this Modification and acknowledge that both have received adequate consideration for the above specified changes.

Unless specifically modified or replaced by this Modification, all terms and conditions of the Contract remain unchanged and in full effect.

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

THE CITY OF COLORADO SPRINGS, COLORADO:	
	5-25-2021
AARON EGBERT	DATE

CONTRACTOR:	
Terracon Consultants, Inc.	
Corporate Name	
	5/18/21
Signature	Date
Office Manager	
Title	



NOTICE TO PROCEED

CONTRACT R010116 TASK ORDER 2021-001

February 9, 2021

Terracon Consultants Inc.
John Harness
10625 W. I-70 Frontage Rd N Suite 3
Wheat Ridge, CO 80033

Ref: City of Colorado Springs, Contract R010116 Task Order 2021-001, Abatement Monitoring Services – 1326 Kiowa St

The above referenced task order has been executed by the City of Colorado Springs. I have enclosed your copy of the task order.

You are hereby authorized to proceed on the work covered by the above referenced task order. Please coordinate all work with the Project Manager, Tyra Sandy who can be reached at 385-5434 or tyra.sandy@coloradosprings.gov

The task order period of performance ends June 30, 2021.

If you have any questions, please contact me at (719) 385-5264 or michael.zeller@coloradosprings.gov

Sincerely,

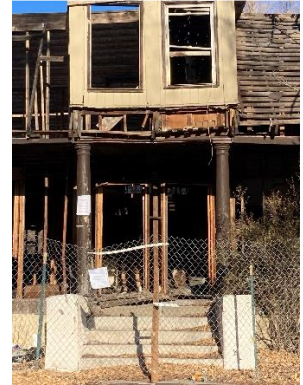
Michael Zeller
Senior Contracting Specialist

C: R010116 Task Order 2021-001

Asbestos Abatement Work Plan

1326 West Kiowa Street
Colorado Springs, Colorado

January 28, 2021
Terracon Project No. 23197181



Prepared for:

The City of Colorado Springs
Colorado Springs, Colorado

Prepared by:

Terracon Consultants, Inc.
Colorado Springs, Colorado

Offices Nationwide
Employee-Owned

Established in 1965
terracon.com

Terracon

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

Asbestos Abatement Work Plan

For
1326 West Kiowa Street
Colorado Springs, Colorado

Date: February 1, 2021

Prepared for: The City of Colorado Springs
31 South Weber Street
Colorado Springs, CO 80903

Prepared by:



John Harness
Project Manager
State of Colorado Certified Asbestos Building Inspector #14549

Reviewed by:


For _____
Kevin M. Troyer
Senior Industrial Hygienist
State of Colorado Certified Asbestos Project Designer #5044

Submitted by:

Terracon

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Asbestos Abatement Work Plan

1326 West Kiowa Street ■ Colorado Springs, Colorado

February 1, 2021 ■ Terracon Project No. 23197181R



1.0 INTRODUCTION

Terracon Consultants, Inc. (Terracon) was retained by the City of Colorado Springs to develop an asbestos abatement work plan for the removal of asbestos-containing Thermal System Insulation (TSI) and flooring, from house located at 1326 West Kiowa Street, Colorado Springs, Colorado. The City plans to demolish the buildings. The asbestos abatement work plan was developed in general accordance with Terracon Proposal No. P23197181 dated October 17, 2019 and our site visits on December 14, 2020.

2.0 ASBESTOS-CONTAINING MATERIALS

Terracon reviewed a survey conducted by Terracon on December 14, 2020. Based on the results asbestos was identified in:

Material	Location Main Building	Asbestos content	Friable / Non-friable	Condition	Estimated Quantity
White paper insulation on duct	East Room	40% Chrysotile	Friable	Significantly Damaged	50 ft ²
Yellow Diamond Pattern Sheet Vinyl Flooring	NW Kitchen	5%Chrysotile	Non-Friable	Significantly Damaged	200 ft ²
12x12 White Floor Tile and mastic	North of NW Kitchen	2%Chrysotile	Non-Friable	Significantly Damaged	20 ft ²
Tan Sheet Vinyl Flooring with mastic	NW Kitchen under sub floor	2%Chrysotile	Non-Friable	Significantly Damaged	200 ft ²

3.0 SCOPE OF WORK

The Scope of Work for this project includes the removal of regulated asbestos-containing materials (RACM) and non-friable asbestos-containing materials (ACM) from the buildings. Removal includes proper disposal of all waste materials.

General Note: The intent of project is to remove all of the ACM (referenced above in Section 2.0) from the buildings prior to demolition. Confirmation of quantities of all identified and assumed ACM is the responsibility of the General Abatement Contractor (GAC). ACM removal includes proper disposal of all wastes generated by the Contractor.

Asbestos Abatement Work Plan

1326 West Kiowa Street ■ Colorado Springs, Colorado

February 1, 2021 ■ Terracon Project No. 23197181R



Notes pertaining to the Scope of Work:

1. The GAC is responsible for coordinating site access with the City. Site is to be accessed from the alley on the north side of the property.
2. The GAC is responsible for coordinating site safety with the City and Terracon.
3. The GAC is responsible for verifying locations and quantities of all ACM identified in this Asbestos Abatement Work Plan prior to submission of a bid for removal and proper disposal of said materials. Any costs associated with discrepancies between Contractor's field verification of quantities and those listed herein should be included in the Contractor's original bid and will not be considered reason for change in condition.
4. Work includes the removal and proper disposal of all identified confirmed and assumed ACM.
5. The GAC is responsible for obtaining all permits and variances that are required to perform the work; failure to obtain permits and variances (required or voluntary) will not be reason for change in condition.
6. The GAC is responsible for moving any fixtures and any objects in the work area to access ACM for removal.
7. Power and water will not be available at the site. The GAC will be responsible for provision of a generator in accordance with all regulatory and safety requirements; use of existing outlets and lighting is not permitted on this project. The GAC will also be responsible for supply of all water, water hoses or pipes needed for connection (and determining access to these taps while maintaining security of the building) to perform the work.
8. The GAC is responsible for providing all equipment needed to complete the work. The GAC shall provide ladders, lifts, and scaffolding as necessary to access and remove all ACM within the scope of work, and to clean all surfaces in a work area. The GAC must provide also the air monitoring specialist (AMS) with ladders, lifts, and scaffolding to safely access to all surfaces within the work area for the final visual inspection. Failure to provide safe access to all surfaces will result in a failure to pass the visual inspection.

The work specified herein shall be the removal of ACM by competent persons who are trained, knowledgeable and qualified in the techniques of asbestos abatement. This includes the handling and disposal of asbestos-containing materials and asbestos-contaminated materials and the subsequent cleaning of contaminated areas. The Contractor must comply with all applicable federal, state, and local regulations, and be capable of performing the work specified in this Contract.

Removal of RACM and any Category I or Category II non-friable ACM that will become friable during demolition is required the by U.S. Environmental Protection Agency (USEPA) and the

Asbestos Abatement Work Plan

1326 West Kiowa Street ■ Colorado Springs, Colorado

February 1, 2021 ■ Terracon Project No. 23197181R



Colorado Department of Public Health & Environment (CDPHE) regulations prior to building demolition.

The following provides a summary of minimum abatement control procedures by material:

Table #1 – Abatement Control Procedures by Material Friability

Material Friability	Minimum Engineering Controls
Friable ACM	Full containment for gross removal required in accordance with CDPHE Reg 8.
Non-Friable Category I & II ACM (that may become friable during removal)	Secondary containment for more than <u>minimal</u> breakage (critical barriers & splash guards), or full containment for <u>excessive</u> breakage in accordance with CDPHE Reg 8. Follow OSHA Class II procedures for quantities less than CDPHE Reg. 8 trigger levels.
Non-Friable Category II ACM (that may NOT become friable during removal. i.e. pliable materials)	Drop cloths for <u>minimal</u> breakage and component removal, or secondary containment for <u>excessive</u> breakage (critical barriers & splash guards). Follow OSHA Class II procedures for quantities less than CDPHE Reg. 8 trigger levels.

4.0 SCHEDULE

The GAC shall schedule all work activities through the City.

The asbestos abatement work is anticipated to begin in March 2021. Working hours will be determined by the City and the GAC.

All abatement work is due to the planned demolition of the building. All abatement work shall be coordinated with the City and Terracon. Abatement of all ACM will occur concurrently allowing for one mobilization and demobilization. The Contractor shall mobilize to the site and begin work on the dates allowed under the abatement permit and the notice to proceed issued by the City.

5.0 WORK PROCEDURES

The GAC is responsible for obtaining material quantities, assessing site conditions and coordinating removal of RACM and non-friable ACM with the City. Any discrepancies or omissions must be brought to the attention of the City prior to acceptance of the project. By accepting the Agreement from the City, the GAC agrees to the abatement requirements herein and agrees with all the conditions for completing the work.

- Electricity will not be provided by the City. Accordingly, the GAC is required to provide the appropriate power (Generator) and transmission source.

Asbestos Abatement Work Plan

1326 West Kiowa Street ■ Colorado Springs, Colorado

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- Water will not be provided by the City. Accordingly, the Contractor is required to provide the appropriate hoses required for delivery of water to all of the work areas. Additionally, considerations need to be made to prevent freezing during cold weather abatement activities.
- If the equipment has not already been disconnected and de-energized by the City, the GAC will be responsible for de-energizing of powered equipment to facilitate safe removal of ACM. The GAC will use a properly qualified and licensed electrician to de-energize the equipment prior to conducting any work. Should de-energizing of powered equipment or wiring within the work area not be possible, the GAC will be responsible for enclosure/protection of said affected equipment and wiring to prevent injury to employees within the work area during abatement activities.
- The GAC is responsible for providing all equipment needed to complete the work. The GAC shall provide ladders, lifts, lighting and scaffolding as necessary to access and remove all ACM within the scope of work, and to clean all surfaces in a work area. The GAC must also provide the AMS with ladders, lifts, lighting and scaffolding necessary to safely access (see and touch) all surfaces within the work area for the final visual inspection. Failure to provide safe access to all surfaces will result in a failure to pass the visual inspection.
- Periodic asbestos abatement oversight, visual inspections and final air clearance testing will be performed by Terracon. GAC's site personnel will be obligated to comply with any reasonable requests made by Terracon for the completion of the work.
- The GAC shall provide at its own expense, personal air monitoring of its employees as per OSHA 29 CFR 1926.1101. Compliance with OSHA 29 CFR 1926.1101 is the sole responsibility of the GAC. The asbestos air sampling conducted by Terracon in no way releases the GAC of this responsibility.

The work areas contain friable and non-friable ACM and must be addressed accordingly. The following procedures must be followed at a minimum for friable ACM and non-friable ACM above Regulation No. 8 trigger levels, but all work is to be performed according to Regulation No. 8 and all other applicable laws and regulations (including OSHA regulations for material quantities less than Reg. 8 trigger levels):

- A. Isolate work area (close doors and windows) and shut-down air handling system. Pre-clean surfaces where critical barriers will be applied. Install critical barriers, cover fixed objects and install air filtration machines (AFMs) equipped with high efficiency particulate air (HEPA) filters to establish negative pressure differential between the work area(s) and all surrounding areas as measured by a properly calibrated and zeroed manometer equipped with strip-chart recorder. AFM's exhaust will not be permitted inside the buildings. All AFMs must exhaust to outside air for all work areas and shall be placed in such fashion as to be accessible to Terracon for periodic monitoring to ensure proper functioning of each and every machine.

Asbestos Abatement Work Plan

1326 West Kiowa Street ■ Colorado Springs, Colorado

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- B. Negative pressure differential shall be maintained at a level greater than -0.020 inches of water column throughout the abatement process for all containments.
- C. Construct fully operational personnel decontamination unit(s) (PDU) for each work area. For full containments, the PDU shall consist of, at least, a clean room, a shower room and an equipment room. Shower water shall be drained, collected and filtered through a system with at least 5.0 micron particle size collection capability. For full containments (negative pressure work areas), the PDU must be contiguous with the containment.
- D. For non-friable floor tile ACM secondary containments, the GAC may erect a single-stage change room contiguous with the containment; however, the GAC will be required to erect a remote personal decontamination unit with fully functional shower within general proximity to secondary containments for use by personnel working within secondary containments.
- E. The GAC shall provide a comfortable change room for workers contiguous to each PDU, including enough seating and secure storage units to accommodate the entire abatement crew for that containment and any potential visitors. During cold weather conditions (below 50° Fahrenheit), the GAC will provide a non-CO₂ generating heat source within the change room, maintaining a minimum temperature of 60° Fahrenheit.
- F. Pre-Cleaning all surfaces within the work areas shall be thoroughly vacuumed with HEPA-equipped vacuum cleaners and wet-wiped with disposable towels or rags so that no visible dust or debris remains. All moveable objects must be removed from work area prior to containment construction by the GAC.
- G. GAC will erect a minimum of a two-stage waste load-out for each full containment constructed, contiguous with the abatement containment. For non-friable ACM floor tile secondary containments, a single-stage waste load-out should be constructed. All properly packaged waste exiting the containment and all equipment and supplies entering the containment shall be through this waste load-out (WLO). As an alternative, on larger containments the GAC may utilize the CDPHE-approved direct waste load out system.
- H. For both entry and waste load-out, the GAC will construct overlapping, triple-flapped poly-sheeting doorways constructed in a "Z"-flapped orientation to reduce but not stop air-flow from outside the containment towards the interior of the work area. All properly packaged waste exiting the containment, and all equipment, supplies and personnel entering and exiting the containment shall be through these doorways. When possible, the GAC will construct separate personnel and waste load-out doorways at each containment.
- I. Following installation of critical barriers, establishment of negative pressure, erection of PDU and WLO, pre-cleaning, and installation of hard barriers (if required), the GAC may cover fixed objects requiring protection and erect containment barriers (for full containments: 2-layers of a minimum of 6-mil polyethylene sheeting on floors and walls, one layer on ceilings, installed in an overlapping fashion with a minimum of 12 inches of

Asbestos Abatement Work Plan

1326 West Kiowa Street ■ Colorado Springs, Colorado

February 1, 2021 ■ Terracon Project No. 23197181R



- overlap at seams and floor-wall or wall-ceiling connections) following required CDPHE and EPA recommended techniques (floor-wall, floor-wall).
- J. Post the work area perimeters with caution tape and OSHA notifications and barriers. GAC shall post OSHA notifications as required at all entrances to the abatement work areas; the signage in the Personnel Decontamination Unit (PDU) shall be installed on the outer-most flap on the clean-side of the shower.
 - K. GAC shall install a sufficient number of viewports within each abatement containment to provide Terracon with the ability to view at least 75% of the containment interior from the exterior of the containment.
 - L. For each abatement area, completion of containment set-up, but prior to commencement of abatement activities, the GAC will be required to pass Terracon's pre-abatement visual inspection. See pre-abatement inspections in Section 6.0 below.
 - M. Proceed with abatement in accordance with Regulation No. 8, Section III.
 - N. It will be necessary that the GAC successfully confine fiber release to the designated work area and within the asbestos abatement containments. In meeting such obligations Terracon may increase the burdens and expense of the Contractor, his subcontractors or employees, or the surety of them. Nothing in the performance of Terracon's services in connection with this project implies the undertaking for the benefit of, or which may be enforced by, the Contractor, his subcontractors, or employees, or the surety of any of them. It is not the function of Terracon to specify all of the means by which the Contractor will attain the intended results, nor to state all of the environmental conditions that must be present for the safety of workers who are employed to produce the intended results, or for the safety of others during construction. The Contractor shall establish means and environmental conditions that meet applicable laws and regulations.
 - O. Failure to maintain the negative pressure differential described above will result in work stoppage by Terracon until corrective actions are taken by the GAC. Once corrective actions are taken, and the negative pressure differential is re-established, Terracon will assess the containment integrity and, if satisfactory, allow the GAC to resume abatement activities.
 - P. The Contractor is required to remove all specified ACM. Any ACM, debris or contaminated materials, missed, not accessed or abated thoroughly, and later discovered by Terracon, will be corrected by the Contractor at no cost to Terracon.
 - Q. Following completion of abatement activities, Terracon will perform a post-abatement visual inspection of each abatement containment (work area). See post-abatement inspections in Section 7.0 below.

6.0 PRE-ABATEMENT INSPECTION

1. Upon completion of construction of each containment, the GAC Supervisor shall conduct a visual inspection to ensure that the containment meets all of CDPHE Regulation No. 8 requirements prior to requesting a pre-abatement visual inspection from Terracon.
2. Upon receipt of request for pre-abatement visual inspection of an abatement containment (work area), Terracon shall have 2 hours to respond (if present at the project site), and 24 hours to respond (if remotely located).
3. Terracon shall enter completed abatement containment (work area) and visually inspect containment barriers and installed engineering controls; Terracon will also complete a pre-determined checklist to document compliance of the containment with regulatory requirements. The GAC Supervisor and Terracon shall both sign and date the completed checklist to verify its validity.
4. Any omission or failure on the part of Terracon to disapprove or reject any inferior or defective work or material shall not be construed to be an acceptance of any such work or materials. The GAC shall remove at its own expense any defective work or material rejected by Terracon and shall rebuild or replace the same without extra charge to Terracon.
5. A punch list of items to be corrected resulting from the "failed" inspection, will be prepared jointly by the GAC and Terracon. GAC shall correct any items identified on the punch list prior to final acceptance of the containment by the AMS. Inspections shall in no way be construed as final or partial acceptance by the AMS. Any failure or omission of AMS to notify the GAC of defective work shall not excuse GAC for liability for such defective work.
6. Following corrections to the containment work area that failed visual inspection, the GAC shall request a pre-abatement visual re-inspection and Terracon shall have 2 hours to respond (if present at the project site), and 24 hours to respond (if remotely located).
7. GAC shall not begin work within any containment without completed and signed copy of pre-abatement visual inspection (approved) checklist.

7.0 FINAL VISUAL ABATEMENT INSPECTION

1. Upon completion of gross removal, extraction of all generated and packaged ACM waste and completion of final cleaning, the GAC Supervisor shall enter the abatement containment and visually inspect the work area for completeness prior to requesting a final visual inspection from the AMS provided by Terracon.
2. Upon verifying a containment has been properly cleaned, the GAC Supervisor shall request a final visual inspection from the AMS.
3. Upon receipt of request for final visual inspection of an abatement containment, the AMS shall have 2 hours to prepare and begin the inspection if present at the site, or 24 hours if remotely located.
4. The AMS shall conduct the final visual inspection in accordance with requirements specified in Colorado Regulation No 8. The final visual inspection will be conducted in general accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Visual Inspection of Asbestos Abatement Projects, E 1368 - 97, which is incorporated by reference.
5. Any omission or failure on the part of the AMS to disapprove or reject any inferior or defective work or material shall not be construed to be an acceptance of any such work or materials. The GAC shall remove at its own expense any defective work or material rejected by Terracon and shall rebuild or replace the same without extra charge to Terracon. All re-inspection of an area for clearance shall be at the GAC's expense.
6. A punch list of items to be corrected resulting from the "failed" inspection, will be prepared jointly by the GAC and the AMS. GAC shall correct any items identified on the punch list prior to final acceptance of the abatement by the AMS. Inspections shall in no way be construed as final or partial acceptance by the AMS. Any failure or omission of Terracon to notify the GAC of defective work shall not excuse GAC for liability for such defective work.
7. Upon completing the correction of punch-list items, the GAC Supervisor will enter the containment and confirm the completion of the work. Upon confirmation of completion of the work, the GAC Supervisor may request another final visual inspection from the AMS.
8. Upon receipt of the request for another final visual inspection of a failed containment, Terracon shall have 2 hours to prepare to conduct the next final visual inspection if present at the site, and 24 hours if remotely located.
9. Once informed *in writing* of successful completion of final visual inspection of an abatement containment, the abatement contractor may then apply lockdown to all surfaces throughout the entire interior of the work area. Sufficient drying time shall be allowed to elapse (typically 24-hours, but in cases of smaller containments, 4 hours may suffice) prior to requesting post-abatement work area clearance sampling.

8.0 WORK AREA CLEARANCE

Terracon will provide one or more State of Colorado-certified Air Monitoring Specialists (AMS) to conduct final visual inspections for all work areas.

Upon successful visual clearance of a work area the GAC may apply a lockdown. Once the lockdown is dry, the AMS will perform aggressive final clearance air monitoring in accordance with Regulation No. 8. Final air clearance monitoring is only required in work areas with RACM and non-friable ACM above Regulation No. 8 trigger levels (160 square feet, 260 square feet or equivalent of 55-gallon drum). Final air clearance monitoring is not required in work areas where only caulking was removed.

Final clearance air monitoring will be performed following Section III.P.3 of Regulation No. 8. Should any of the clearance air samples fail to meet the clearance air sampling criteria set forth in Regulation No. 8, the GAC shall take appropriate actions to re-clean the area and the monitoring shall be repeated. The GAC shall be responsible for all costs associated with any additional testing necessitated by failure to achieve final air clearance.

The number of final clearance samples that are required (described in the following table) and the specific locations where they shall be taken will be established by Terracon.

9.0 MAXIMUM ALLOWABLE ASBESTOS LEVEL (MAAL)

Outside Work Area: If any air samples collected outside of the Work Area exceed the CDPHE Maximum Allowable Asbestos Level (MAAL), immediately and automatically stop all work except corrective action. The Terracon AMS will determine the source of the high reading and so notify the GAC in writing. If samples are collected, the following will apply:

1. Maximum Allowable Asbestos Level
 - a. Air monitoring shall be conducted during normal occupancy and samples shall not be collected in an aggressive manner.
 - b. Where PCM is used as the method of analysis the MAAL standard is 0.01 f/cc, which is equivalent to 10,000 fibers per cubic meter of air (f/m³). The NIOSH 7400 Method shall be used to analyze samples. The number of samples to be collected shall be determined by the certified AMS. Where TEM is used as the method of analysis, the MAAL standard is 70 structures/millimeter² (s/mm²). TEM analysis shall be conducted pursuant to the protocol in 40 C.F.R. Part 763, Appendix A to Subpart E (EPA 1995).
2. In the event that airborne fiber levels outside a Work Area exceed the MAAL when analyzed by PCM (or when verified by TEM), the Contractor shall comply with CDPHE requirements for Major Asbestos Spills (Regulation 8 III.T). If the high

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reading was the result of a failure of Work Area isolation measures initiate the following additional actions:

- a. Immediately erect new critical barriers to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor).
 - b. Decontaminate the affected area.
 - c. Require that respiratory protection be worn in affected area until area is cleared for re-occupancy.
 - d. Leave Critical Barriers in place until completion of work and insure that the operation of the pressure differential system in the Work Area results in a flow of air from the balance of the building into the affected area.
 - e. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a Shower Room and Changing at entry point to affected area.
 - f. After Certification of Visual Inspection in the Work Area remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area.
3. In the event that areas beyond the work area become contaminated with asbestos, asbestos-containing dust/debris, and/or visible emissions from the work area, the Contractor shall be responsible for all costs associated with cleaning and subsequent testing (visual inspection, air sampling and bulk analysis) of these areas.
 4. If the high reading was the result of other causes initiate corrective action as required by the applicable regulations at the direction of Terracon.

Final air sampling requirements are listed as follows:

FINAL AIR SAMPLING REQUIREMENTS		
For each work area within the project where the amount of ACM is:	Minimum Number of Samples to clear each work area	Minimum Number of Samples to clear each project
Less than 3 square/3 linear feet	1	5
Between 3 square feet/3 linear feet and 32 square feet/50linear feet/volume equivalent of a 55-gallon drum	2	5
Greater than 32 square feet/50 linear feet/volume equivalent of a 55-gallon drum	5	5

Air samples shall be analyzed by Phase Contrast Microscopy (PCM) unless specifically required or requested otherwise by the Owner or the GAC. If the GAC requests an alternate method, they will be invoiced for any additional analysis costs.

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All PCM air samples collected for clearance purposes shall indicated concentrations of airborne fibers equal to or less than 0.010 fibers per cubic centimeter of air (f/cc) for release of the work area.

Upon receipt of air sampling results indicating all samples are below 0.01 f/cc, the AMS will complete a Notification of Final Clearance Form signed by the GAC's designated Supervisor and the AMS. No removal of installed engineering controls will be permitted until the signed clearance form is issued.

10.0 WASTE DISPOSAL

Transportation and disposal of the asbestos waste shall be coordinated by the GAC after successful conclusion of the abatement project. An authorized hazardous waste hauler shall deliver the asbestos-containing waste to a landfill which has all of the necessary approvals to receive asbestos-containing waste in the State of Colorado.

The GAC shall prepare the Uniform Hazardous Waste Manifest for signature by the waste generator. The hazardous waste generator is responsible for obtaining a valid EPA ID number.

11.0 SUBMITTALS

Plan of Action

The GAC shall prepare a brief plan of the procedures proposed for use in complying with the requirements of this work plan and all applicable regulations. Include in the plan the general locations and layouts of decontamination areas, the sequencing of asbestos work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including staging and waste load-out procedures, and location of approved disposal site. The abatement contractor is solely responsible for construction means, methods, techniques and sequences, and procedures with respect to complying with applicable regulations. The Plan of Action will be the Project Design required by Regulation No. 8. The Project Design must be prepared and signed by a Colorado-certified Project Designer and must be available on site throughout the abatement project.

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Technical Submittals

The GAC shall submit all technical documentation as specified in this section using the list and schedule provided in Table 4 below.

Table #4

Pre-Project Submittals (Minimum five days prior)	Daily Submittals (via e-mail)	Post Project Closeout (Two weeks after)
General Abatement Certificate	Daily Safety Meeting Logs	Permits
Emergency Response Plan	Daily Project Sign-in Logs	Change Orders
Hazard Communication Program	Containment Sign-in Sheets	Final Punch-list Document
Respiratory Protection Program	Accident Reports	Asbestos Waste Manifests
Project Design (Plan of Action)	Event Condition Report	
Personnel Safety Training	Personnel Exposure Air	
Certifications (if applicable)	Monitoring Results	
Insurance Certificate	Supervisor Daily Logs	
List of Site Personnel		
Personnel Documentation (State Certification, AHERA Training, Respirator Medical Clearance, & Respirator Fit-Test)		
Waste Hauler Information		
Disposal Facility Information		

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12.0 PROJECT COORDINATION

The intent of the abatement for this project is to remove asbestos-containing materials prior demolition. A schedule shall be coordinated between the GAC and Terracon. Coordination shall include informal meetings with the GAC and on-site representatives of Terracon such as the following:

-Informal Pre-construction Conference to be convened by the GAC prior to start of any work. The conference will be scheduled before start of abatement, at a time convenient to Terracon, but no later than the day of the start of the project. Meet at the project site, or as otherwise directed. Authorized representatives of Terracon will be in attendance. An authorized representative of the GAC and its project supervisor and other concerned parties shall attend the meeting. All participants at the meeting shall be familiar with the project and authorized to conclude matters relating to the work.

-Project Closeout- Before requesting final inspection for certification of final acceptance and final payment, a project punch-list must be completed and accepted by Terracon. The punch list shall state that each item has been completed or otherwise resolved for acceptance and shall be verified and dated by the AMS.

13.0 INSURANCE

The Contractor shall procure and maintain insurance as indicated by contract documents. A completed Certificate of Insurance shall be filed with the city within ten (10) days after the date of the Notice of Award.

SEARCH AND SEIZURE WARRANT

IN THE MUNICIPAL COURT OF THE CITY OF COLORADO SPRINGS, COUNTY OF
EL PASO, STATE OF COLORADO

TRACKING NUMBER 21m09595

Whereas, Aaron Egbert, Senior Civil Engineer for the City of Colorado Springs, has made an Application and Affidavit to the Court for the issuance of a Search and Seizure Warrant pursuant to Rule 241 of the Colorado Municipal Court Rules of Procedure; and,

Whereas, the application is in proper form and probable cause is found for the issuance of a Search and Seizure Warrant to enter, seize, remove, and abate property at the premises specified in the application.

THEREFORE, the applicant, into whose hands this Search and Seizure Warrant shall come, is hereby ordered, with the necessary and proper assistance of agents, representatives and contractors, to enter, seize, remove, and abate a dangerous structure within the City of Colorado Springs, El Paso County, State of Colorado, specifically located on the property at 1326 W. Kiowa Street, within the next fourteen (14) days, during daytime hours.

The following property or thing(s) will be seized and removed:

All materials containing asbestos, consisting of approximately 200 square feet of vinyl flooring, 20 square feet of vinyl composite tile and 50 square feet of duct mastic

As probable cause has been found to believe that the current condition is:

[X] A demolition order was issued on September 19, 2019 by the Pikes Peak Regional Building Department declaring the structures located at 1326 W. Kiowa Street as a DANGEROUS BUILDING. Prior to demolition of the structures, under the authority of the Regional Building Code and the City Code, there is probable cause to allow the City of Colorado Springs and its agents, representatives and contractors to enter the property and inspect the structure to ensure the safety of the citizens of the City. The registered property owner has been provided multiple lawful notices and orders to abate the property and has failed to respond to or follow the requirements of these multiple notices and orders.

Furthermore, a copy of this Search and Seizure Warrant is to be left with the person whose premises is searched along with a list of any and all items seized at the time of its execution. If said person cannot be located or identified, a copy of the Search and Seizure Warrant and the list of property seized shall be left at the place from which the property was taken.

Further, a return shall be promptly made to this Court upon the execution of and completion of the work required under this Search and Seizure Warrant along with an inventory of any property taken.

Done by the Court this 5 day of April, 2021 4:50 pm.

Judge: 



SERVICES CONTRACT

Contract Number:	C010292	Project Name/Title	1326 Kiowa Asbestos Abatement
Vendor/Contractor	Colorado Hazard Control LLC		
Contact Name:	Scott Nelson	Telephone:	719-547-2785
Email Address:	snelson@coloradohazard.com		
Address:	80 N. Fabrication Dr Pueblo West, CO 81007		
Federal Tax ID #	20-4377260	Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input checked="" type="checkbox"/> LLC
City Contracting Specialist	Name & Phone# Mike Zeller 719-385-5264	City Dept Rep	Name & Phone# & Department Name Tyra Sandy 719-385-5434 Public Works
NOT TO EXCEED Contract Amount:	\$23,073.00	City Account #	Acct Code (5) Fund (3) Dept (4) Project (7) 52415-001-3043
Contract Type:	Firm Fixed Price (FFP)	Period of Performance:	NTP – June 30, 2021

1. INTRODUCTION

THIS FIRM FIXED PRICE (FFP) CONTRACT ("Contract") is made and entered into this 19TH day of MARCH, 2021 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and COLORADO HAZARD CONTROL LLC. (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: 1326 KIOWA ASBESTOS ABATEMENT SERVICES.

The Contractor did on the 12TH day of MARCH, 2021 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract Document
2. Appendix A – Scope of Work and Fee Schedule
3. Appendix B – Insurance Requirements

2. COMPENSATION/CONSIDERATION

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of **\$23,073.00.**

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform asbestos abatement services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **NTP – JUNE 30, 2021** ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

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

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

5. RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional

compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.

- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

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

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.

B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

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

9. START AND CONTINUANCE OF WORK

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

10. APPROPRIATION OF FUNDS

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

11. CHANGES

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

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

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

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

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

The Mayor of the City of Colorado Springs: Unlimited

12. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not

relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

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

13. CHOICE OF LAW

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

14. WORKERS' COMPENSATION INSURANCE

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

15. INDEMNIFICATION

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

16. INDEPENDENT CONTRACTOR

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

17. APPLICABLE LAW AND LICENSES

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

18. PRIOR AGREEMENTS

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

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and

acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

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

21. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly

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

22. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

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

- i. Contractor’s failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor’s disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor’s disregard of the authority of Project Manager.
- iv. Contractor’s violation in any material provision of the Contract Documents.

v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.

vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.

vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.

viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the

cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

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

C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

23. BOOKS OF ACCOUNT AND AUDITING

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

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

24. ILLEGAL ALIENS

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this Contract. The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation. If the Contractor violates or fails to comply with any provision of C.R.S. 8-17.5-101 et seq, the City may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

26. LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict

discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

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

27. GRATUITIES

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

28. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.
- D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

29. ORDER OF PRECEDENCE

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

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

30. HEADINGS

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

31. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
 - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed

- a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
- iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
 - v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
 - vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

32. DELIVERY

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

33. PAYMENTS

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

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

Each invoice must contain at least the following information:

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

34. INSPECTION OF SERVICES

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

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

35. SECURITY

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

36. TIME IS OF THE ESSENCE

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

37. EMPLOYMENT OF LABOR

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

38. SALES TAX

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

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

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

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

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

Our Registration Numbers are as follows:
City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

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

39. SEVERABILITY

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

40. LIABILITY OF CITY EMPLOYEES

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

41. USE OF CITY NAME OR LOGO

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

42. TRAVEL

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contract should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or

expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

43. ELECTRONIC SIGNATURES

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

44. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Scope of Work and Fee Schedule
2. Appendix B – Insurance Requirements

CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed.

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:	
	4/8/2021
JEFFREY H. GREENE CHIEF OF STAFF	DATE

SECOND PARTY:	
Corporate Name	
Colorado Hazard Control, LLC	
Signature	Date
<i>Scott Nelson</i>	03/25/2021
Title	
Branch Manager	



NOTICE TO PROCEED

CONTRACT C010292

April 9, 2021

Colorado Hazard Control LLC
Scott Nelson
80 N. Fabrication Drive
Pueblo West, CO 81007

Ref: City of Colorado Springs, Contract C010292, 1326 Kiowa Street Asbestos Abatement

The above referenced contract has been executed by the City of Colorado Springs. I have enclosed your copy of the contract.

You are hereby authorized to proceed on the work covered by the above referenced contract. Please coordinate all work with the Project Manager, Tyra Sandy who can be reached at 385-5434 or tyra.sandy@coloradosprings.gov

The contract period of performance ends June 30, 2021.

If you have any questions, please contact me at (719) 385-5264 or Michael.zeller@coloradosprings.gov

Sincerely,

Michael Zeller
Senior Contracting Specialist

C: C010292



March 12, 2021

City of Colorado Springs
30 S. Nevada Ave.
Colorado Springs, CO 80903

Project: 1326 W. Kiowa Street
Asbestos Abatement

Dear Ms. Tyra Sandy,

Attached please find a copy of Proposal Number SP045A. This proposal is associated with the needed asbestos removal at the above referenced site. Upon approval, please sign and return one original copy to this office.

Colorado Hazard Control, LLC (CHC) focuses on providing turnkey solutions to your environmental, demolition and remodeling needs by offering compliant, safer and cleaner working environments through maintaining quality, professional, State, EPA and OSHA certified personnel. CHC is a Colorado State licensed asbestos abatement contractor. We offer asbestos, selective demolition, and lead based paint abatement services, as well as pigeon and rodent cleanup, biohazard cleanup, mold removal, and radon mitigation. We provide \$2,000,000.00 insurance coverage and are available for asbestos training if required.

Thank you for the opportunity to provide this proposal! If you require any additional information, please contact me at 719-717-0549 or e-mail mtorres@coloradohazard.com.

Sincerely,

Miguel Torres

Miguel Torres
Project Manager
Colorado Hazard Control, LLC



PROPOSAL

Proposal No. SP045A

Date: March 12, 2021

Page 1 of 2

City of Colorado Springs
30 S. Nevada Ave
Colorado Springs, CO 80903

Telephone No. (719) 385-2489
E-Mail tyra.sandy@coloradosprings.gov

Project: 1326 W. Kiowa Street
Asbestos Abatement

We hereby submit specifications and estimates for:

Colorado Hazard Control, LLC is pleased to provide you with pricing for your asbestos abatement needs. This proposal is for the proper removal and disposal of 400 SF of asbestos containing linoleum, 20 SF of asbestos containing tile and mastic, and 50 SF of asbestos containing insulation on duct. Included in the scope of work is a generator to provide power for the project and CHC shipping in water. CHC has included the cost associated with the required final clearances, any additional air monitoring the city wants are the responsibility of the city. CHC will need to see the full inspection report before the start of the project to ensure the debris is clear of asbestos and has been properly tested.

Additional Clarifications -- The scope of work will include the construction of a regulated work area to as required for this removal activity. The provision of necessary equipment, labor, permitting, materials, and disposal of the generated wastes as asbestos containing waste is included in the scope of work.

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

\$23,073.00

Payment to be made as follows: 100% payment upon completion of project phases or line items with monthly progress invoicing on projects lasting more than thirty (30) calendar days. All invoicing will be due upon receipt.

Corporate Office • 1775 West 55th Avenue, Denver, Colorado 80221 • 303.410.4941 • fax: 303.412.8565
South Office • 80 North Fabrication Drive, Suite A, and Pueblo West, CO 81007 • 719.547.2785 • fax: 719.547.2788
www.coloradohazard.com

City of Colorado Springs
Proposal No. SP045A
March 12, 2021
Asbestos Abatement – 1326 W. Kiowa Street

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The above detailed scope of work was based solely on information provided by others and was not intended to identify existing additional asbestos / mold / lead containing or contaminated materials. Pricing in this proposal includes insurance coverage of 2,000,000.00 General Liability, 2,000,000.00 Professional and Pollution Liability, 1,000,000.00 Auto, 1,000,000.00 Workman's Comp and 5,000,000.00 excess liability. Additional insurance will require additional funding. Unless otherwise specifically noted, Colorado Hazard Control, LLC was not contracted to investigate, inspect, interpret, identify or delineate any additional areas or materials as a portion of this scope of work. Colorado Hazard Control, LLC is therefore not liable for other materials or areas not identified in the above scope of work. It is important to note; the above referenced remediation project will only serve to help prevent the return of mold contamination within the affected space. Only through proper maintenance of existing systems, routine inspections and ongoing corrective measures will the return or further growth be prevented. Colorado Hazard Control, LLC cannot be held responsible for damage to the structure, the growth of molds and the possible cross contamination from concealed areas within the, or adjacent to, the affected space. Due to multiple factors beyond our control, no warranties, guaranties or assurances are expressed or implied as a portion of our work and the prevention of further mold growth. Owner is required to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Project acceptance and authorization to proceed must be in writing and may require additional contract documents before any work may begin on this project. The signing and return of this proposal do not constitute a formal and binding contract unless accepted and approved by Colorado Hazard Control, LLC. Formal project permitting requests or acquisition shall not infer or constitute project / work acceptance or authorization to proceed. This service if offered or requested is provided as an additional service to reduce upfront project delays and assist with time constraints only. Services offered but not chosen to be completed, may affect project outcome. Colorado Hazard Control, LLC cannot be responsible for the final project when specific activities are recommended but are not chosen to be performed.

Authorized Signature Miguel Torres
Miguel Torres – Project Manager

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. Colorado Hazard Control, LLC is authorized to do the work as specified. It is agreed, (1) all payments will be made as detailed above, (2) all invoices not paid as detailed above will be charged interest accruing at a rate of three point seventy five percent (3.75%) compounded monthly on any past due invoiced amounts and (3) if Colorado Hazard Control, LLC institutes any legal proceeding, action, or suit to collect any past due invoice(s) for work performed under this proposal, all Colorado Hazard Control, LLC incurred collection agency and/or attorneys fees in such proceeding, action or suit or in any appeal thereon will be reimbursed and shall become an additional amount above the stipulated proposal amount. Signature below accepts and agrees to the following:

1. -- The proposal / quotation amount and stipulations.
2. -- The terms.
3. -- Providing your authorization to allow Colorado Hazard Control, LLC to sign all waste disposal manifests on your behalf.
4. -- The acknowledgement you are authorized to approve this work / payment of project related invoicing.
5. -- Payment will be made as stipulated above by you, regardless of the reimbursement of costs of services and fees, from insurance companies, responsible parties or other related individuals or organizations.

Authorized Signature: _____ Date of Acceptance: _____

Printed Name: _____ Title: _____

Authorized Signature: _____ Date of Acceptance: _____

Printed Name: _____ Title: _____

APPENDIX B – INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City’s solicitation package, Special Provisions, or Standard Specifications.

1.	X	Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2.	X	Workers’ Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4.	X	Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.

Except for workers’ compensation and employer’s liability insurance, the **City of Colorado Springs must be named as an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days’ notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature)

(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2021

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).

PRODUCER Flood and Peterson PO Box 578 Greeley CO 80632		CONTACT NAME: Luke Tellers, CIC PHONE (A/C, No, Ext): (970) 356-0123 E-MAIL ADDRESS: LTellers@floodpeterson.com FAX (A/C, No): (970) 330-1867	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Crum & Forster Indemnity Company	NAIC # 31348
		INSURER B: Employers Mutual Casualty Company	21415
		INSURER C: Pinnacol Assurance	41190
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Colorado Hazard Control, LLC 1775 W. 55th Avenue Denver CO 80221			

COVERAGES

CERTIFICATE NUMBER: CL20123038281

REVISION NUMBER:

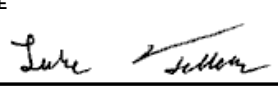
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK-133609	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5X97614	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EFX-166732	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4111025	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional/Pollution Liability			EPK-133609	01/01/2021	01/01/2022	Aggregate	\$2,000,000
							Per Claim	\$1,000,000

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

This certificate is issued as a matter of INFORMATION ONLY and coverages reflected are as of the date of issuance. Please note that you will not be notified of any alterations of coverage unless you are specifically listed as the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Colorado Springs Attn: Michael Zeller 107 N. Nevada, Suite 125 Colorado Springs CO 80903	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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INVOICE

R010116 TO 2021-001 Mod 1



4172 Center Park Dr
Colorado Springs, CO 80916-4505
719-597-2116

Project Mgr: John Harness

Project: 1326 W Kiowa
1326 W Kiowa
Colorado Springs, CO 80904

To: City of Colorado Springs CO
Attn: Tyra Sandy
City Engineering Division
30 S. Nevada Avenue Suite 401
Colorado Springs, CO 80903

REMIT TO:	
Invoice Number: TF11179	
Terracon Consultants, Inc.	
PO Box 959673	
St Louis, MO 63195-9673	
Federal E.I.N.: 42-1249917	

P.O. Number: 2021-001

Project Number:	23217017
Invoice Date:	5/14/2021
For Period:	4/11/2021 to 5/08/2021

For fees associated with Asbestos Testing services at 1326 W. Kiowa in Colorado Springs, CO.

Quantity	Description of Services	Rate	Total
Direct Project Labor			
0.50 Hour(s)	Senior Industrial Hygienist	\$175.37	\$87.69
8.00 Hour(s)	Senior Project Manager I	\$141.43	\$1,131.44
22.50 Hour(s)	Staff Scientist	\$90.51	\$2,036.48
3.00 Hour(s)	Clerical	\$56.57	\$169.71
		Subtotal	\$3,425.32
Direct Project Expense			
\$362.70 Cost+	Contract Lab Services	15%	\$417.11
		Subtotal	\$417.11

Invoice Total \$3,842.43

Statement of Account	
Contract Amount	\$3,600.00
Amount Previously Billed	\$0.00
Total Due this Invoice	\$3,842.43
Total Billed	\$3,842.43
Payments to Date	\$0.00
Total Due	\$3,842.43

TERMS: DUE UPON PRESENTATION OF INVOICE

**** BOOKING HISTORY - CLIENT ****

14-Feb-2021 to 08-May-2021

For Project 23217017 : 1326 W Kiowa

Status: Registered

Project Manager: Geissler, Jared

Project Office: 0023 Colorado Springs

Contract Amount: \$3,600.00

Total Billed	Payments	AR	Last Booked Date	Last Billed Date
\$0.00	\$0.00	\$0.00	08-May-2021	

***** BOOKINGS *****

Week Ending	Employee	Work Code	Hr/Mi/\$
17-Apr-2021	206812 : O'Kane, John	474 : Field Services	20.00
01-May-2021	MISC : Contract Lab Services	953 : Contract Lab Services	362.70 \$
08-May-2021	001185 : Beck, Jennifer	013 : Administrative Support	3.00
08-May-2021	207187 : Harness, John	468 : IH/Asbestos Sampling/Reporting	8.00
08-May-2021	206812 : O'Kane, John	468 : IH/Asbestos Sampling/Reporting	2.50
08-May-2021	206473 : Troyer, Kevin	015 : APR/Quality Review	0.50
Totals			34.00

***** BILLINGS *****

Off	Inv. No.	Date Issued	Date From	Date To	Amount	Paid	Client Name
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EMSL ANALYTICAL, INC.
Products Division

www.emsl.com

INVOICE NO	PAGE
87362616	1
INVOICE DATE	
2/8/2021	

EMSL ANALYTICAL, INC.
 LABORATORY • PRODUCTS • TRAINING

CORPORATE OFFICE
 200 Route 130 North
 Cinnaminson, NJ 08077
 (800) 220-3675

SOLD TO Terracon Consultants, Inc.
 10841 S. Ridgeview Rd
 Olathe, KS 66061

SHIP TO Terracon Consultants, Inc.
 4172 Center Park Drive
 Colorado Springs, CO 80916
 United States

ORDER DATE	ORDER NO.	PURCHASE ORDER NUMBER	SLSM	SHIP VIA	TERMS	CUST. NO.	
2/2/2021	86353183	23197181	JMD	FES	Net 30 Days	TRHQ42	
ORDERED	SHIPPED/ Qty RTS	ITEM NUMBER	ITEM DESCRIPTION		UNIT	UNIT PRICE	AMOUNT
1	1	8708002	Shipped on 2/2/2021 Shipped On: 2/2/2021 2:00:00 PM Est. Delivery: 2/5/2021 Carrier: FedEx Express Saver® Billing Type: Sender Total Weight: 13.00 Number Pkgs: 1 Package #1: Tracking #: 0201,783306520339 Pkg Content Desc: Qty in Pkg: 0 End Shipment(s) Replacement Modules 100 Pk Wondermakers		EA	230.00	230.00
1	1	8708901	Wondermakers Power Driver for Cutter Sleeve		EA	40.00	40.00
3	3	8715003B	Zefon PCM Cassette 25mm .8 50 / box		BX	25.00	75.00
Please review your invoice promptly for errors. We reserve the right not to issue full or partial credits 30 days after the invoice date. Returns must be authorized (see terms and conditions below.)					SALES TAX:	17.70	
					MISC. CHARGE:	0.00	

SUB TOTAL	SHIPPING & HANDLING	SALES TAX	INVOICE TOTAL	
345.00	22.03	17.70	384.73	

CONTACT NAME:
 John Harness

Less: Amount Paid 0.00

Please detach and return with payment.

2/8/2021 CUSTOMER NO.: TRHQ42 INVOICE NO.: 87362616 Amount Due.: 384.73
 CONTACT NAME: John Harness ORDER NO.: 86353183

Please Remit To: EMSL Analytical, Inc.- Products.
 200 ROUTE 130 NORTH
 Cinnaminson, NJ 08077-2892

Dept.: 087
 PAYMENT IN U.S. FUNDS ONLY

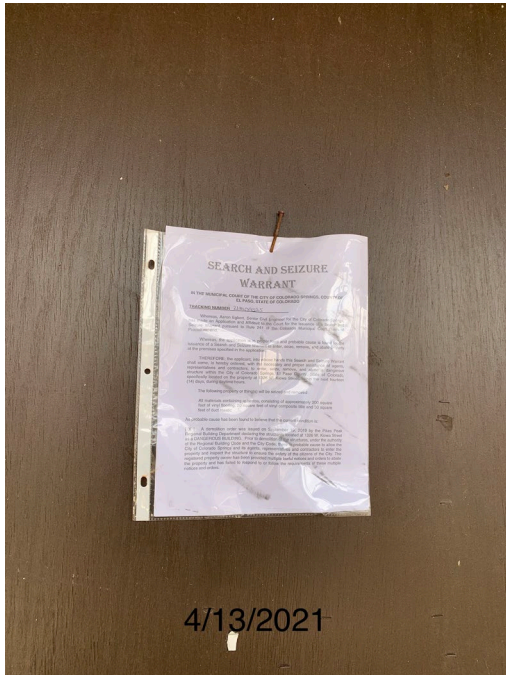
Abatement

4-12-2021





4-13-2021



4-14-2021

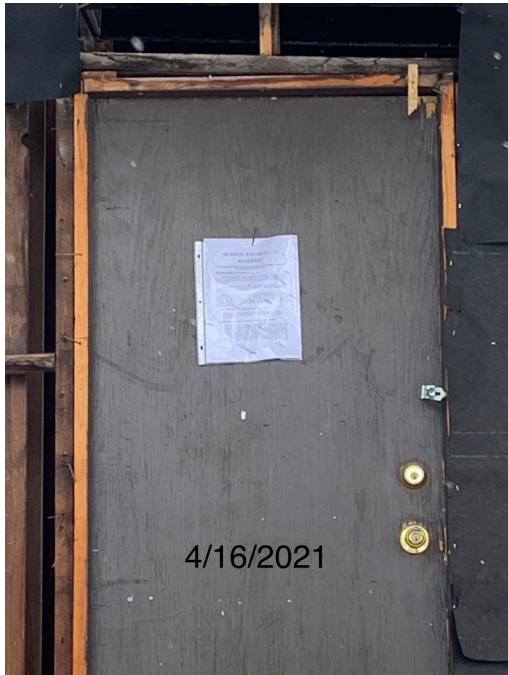




4-15-2021



4-16-2021



4-19-2021





ASBESTOS NESHAP WASTE SHIPMENT RECORD

1450877
5025A2IN
~~5025A2IN~~

NON-HAZARDOUS MANIFEST		1. Generator's US EPA ID No. Generator's ID	Manifest Doc No. Number	2. Page 1 of Page	5025A2IN	
3. Generator's Mailing Address: City of CS 80 N FABRICATION DR PUEBLO WEST CO 81007		Generator's Site Address (if different than mailing): City of Colorado Spgs 1356 Kiowa St. Col Spgs CO 80923		A. Manifest Number WMNA	8502095	
4. Generator's Phone Generator's Phone		6. US EPA ID Number US EPA ID Number		B. State Generator's ID State Generator's ID		
5. Transporter 1 Company Name Transporter 1 Company Name CHC		8. US EPA ID Number US EPA ID Number		C. State Transporter's ID State Transporter ID		
7. Transporter 2 Company Name Transporter 2 Company Name Earthwise		10. US EPA ID Number US EPA ID Number		D. Transporter's Phone Transporter 1 Phone		
9. Designated Facility Name and Site Address COLORADO SPRINGS LANDFILL 1010 BLANEY RD COLORADO SPRINGS CO 80929		10. US EPA ID Number US EPA ID Number		E. State Transporter's ID State Transporter ID		
				F. Transporter's Phone Transporter 2 Phone		
				G. State Facility ID State Facility ID		
				H. State Facility Phone 719-683-2600		
GENERATOR	11. Description of Waste Materials		12. Containers		13. Total Quantity	14. Unit Wt./Vol.
	a. RQ, NA 2212, ASBESTOS, 9, PG III WM Profile # 105201CO		No.	Type	4 yd	yd/vol
	b. Waste Name WM Profile # WM Profile Number		No.	Type	Total Qty	Wt./Vol.
	c. Waste Name WM Profile # WM Profile Number		No.	Type	Total Qty	Wt./Vol.
	REGULATORY AGENCY: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80222-1530		No.	Type	Total Qty	Wt./Vol.
J. CUSTOMER ACCOUNT 251-5977 CUSTOMER NAME: COLORADO HAZARD CONTROL, LLC Additional Description:		K. Disposal Location				
		Cell			Level	
		Grid				
15. Special Handling Instructions and Additional Information SOIL ORIGINATING FROM THE ABOVE SITE SHALL NOT BE USED AS DAILY COVER OR SOLD AS CLEAN FILL.						
Purchase Order #		EMERGENCY CONTACT / PHONE NO.: 1-800-424-9300 24HR TOLL FREE				
16. GENERATOR'S CERTIFICATE: I hereby certify that the above-described materials are not hazardous wastes as defined by CFR Part 261 or any applicable state law, have been fully and accurately described, classified and packaged and are in proper condition for transportation according to applicable regulations.						
Printed Name		Signature "On behalf of"			Month	Day
TRANSPORTER	17. Transporter 1 Acknowledgement of Receipt of Materials					
	Printed Name Jeanne Gimmus	Signature Jeanne Gimmus			Month	Day
					4	12
18. Transporter 2 Acknowledgement of Receipt of Materials						
Printed Name FRANK POWELL		Signature Frank Powell			Month	Day
					5	20
FACILITY	19. Certificate of Final Treatment/Disposal I certify, on behalf of the above listed treatment facility, that to the best of my knowledge, the above-described waste was managed in compliance with all applicable laws, regulations, permits and licenses on the dates listed above.					
	20. Facility Owner or Operator: Certification of receipt of non-hazardous materials covered by this manifest.					
Printed Name Lorna Rodriguez		Signature Lorna Rodriguez			Month	Day
					5	20

White- TREATMENT, STORAGE, DISPOSAL FACILITY COPY

Blue- GENERATOR #2 COPY

Yellow- GENERATOR #1 COPY

Pink- FACILITY USE ONLY

Gold- TRANSPORTER #1 COPY

REVISED 6-30-2021

REPORT AND INVENTORY LIST RELATED TO WARRANT ISSUED 5 APRIL 2021 AT 1326 W.
KIOWA ST., COLORADO SPRINGS, COLORADO

Date Warrant Executed: April 5, 2021

Narrative of Actions Taken: On April 5, 2021, the Court issued a Search and Seizure Warrant to enter and remove materials in a dangerous structure located at 1326 W. Kiowa Street in Colorado Springs. The Warrant was posted on the Property (see "Exhibit A") and also mailed to the registered property owner. Since then, during daylight hours the City's contractor has entered the property and sampled materials (see "Exhibit B").

Items Seized:

Material	Location Main Building	Estimated Quantity
White paper insulation on duct	East Room	50 ft ²
Yellow Diamond Pattern Sheet Vinyl Flooring	NW Kitchen	200 ft ²
12x12 White Floor Tile and mastic	North of NW Kitchen	20 ft ²
Tan Sheet Vinyl Flooring with mastic	NW Kitchen under sub floor	200 ft ²



Aaron Egbert
City Engineering
Senior Engineer

~~4-16-2021~~
Date

6-30-2021



COLORADO HAZARD CONTROL

1775 West 55th Avenue
Denver, CO 80221

Invoice

DATE INVOICE #
4/23/2021 S025-A21

BILL TO

City of Colorado Springs
30 N Nevada Avenue
Colorado Springs, CO 8090

PROJECT SITE

1326 W Kiowa Street
Colorado Springs, CO 80903

P.O. # TERMS
C010292 Due on receipt

SCOPE OF WORK

AMOUNT
23,073.00

The proper removal and disposal of 400 SF of asbestos containing linoleum, 20 SF of asbestos containing tile and mastic, and 50 SF of asbestos containing insulation on duct.

Total \$23,073.00
Payments/Credits \$0.00
Balance Due \$23,073.00

A SERVICE CHARGE OF 3.75% WILL BE ADDED TO ANY BALANCE OVER 30 DAYS PAST DUE (45% ANNUAL)

Phone # Fax # E-mail Web Site
303-410-4941 303-412-8565 accounting@coloradohazard.com www.coloradohazard.com

Thank you for your business.

Demolition

SEARCH AND SEIZURE WARRANT

IN THE MUNICIPAL COURT OF THE CITY OF COLORADO SPRINGS, COUNTY OF
EL PASO, STATE OF COLORADO

TRACKING NUMBER 21M09595

Whereas, Aaron Egbert, Senior Civil Engineer for the City of Colorado Springs, has made an Application and Affidavit to the Court for the issuance of a Search and Seizure Warrant pursuant to Rule 241 of the Colorado Municipal Court Rules of Procedure; and,

Whereas, the application is in proper form and probable cause is found for the issuance of a Search and Seizure Warrant to enter, seize, remove, and abate property at the premises specified in the application.

THEREFORE, the applicant, into whose hands this Search and Seizure Warrant shall come, is hereby ordered, with the necessary and proper assistance of agents, representatives and contractors, to enter, seize, remove, and abate a dangerous structure within the City of Colorado Springs, El Paso County, State of Colorado, specifically located on the property at 1326 W. Kiowa Street, within the next fourteen (14) days, during daytime hours.

The following property or thing(s) will be seized and removed:

the structure will be demolished and removed

As probable cause has been found to believe that the current condition is:

[X] A demolition order was issued on September 19, 2019 by the Pikes Peak Regional Building Department declaring the structures located at 1326 W. Kiowa Street as a DANGEROUS BUILDING. Prior to demolition of the structures, under the authority of the Regional Building Code and the City Code, there is probable cause to allow the City of Colorado Springs and its agents, representatives and contractors to enter the property and inspect the structure to ensure the safety of the citizens of the City. The registered property owner has been provided multiple lawful notices and orders to abate the property and has failed to respond to or follow the requirements of these multiple notices and orders.

Furthermore, a copy of this Search and Seizure Warrant is to be left with the person whose premises is searched along with a list of any and all items seized at the time of its execution. If said person cannot be located or identified, a copy of the Search and Seizure Warrant and the list of property seized shall be left at the place from which the property was taken.

Further, a return shall be promptly made to this Court upon the execution of and completion of the work required under this Search and Seizure Warrant along with an inventory of any property taken.

Done by the Court this 13th day of MAY, 2021

Judge: _____





CONSTRUCTION CONTRACT

Contract Number:	C010256	Project Name/Title	Demolition of Structures – 1326 Kiowa Street
Vendor/Contractor	Earthwise Demolition		
Contact Name:	Alex Cova	Telephone:	719-453-9781
Email Address:	alex@proearthwise.com		
Address:	3825 Teakwood Place Colorado Springs, CO 80918		
Federal Tax ID #	80-0522300	Please check one:	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist	Name & Phone# Mike Zeller 719-385-5264	City Dept Rep	Name & Phone# & Department Name Tyra Sandy 719-385-5434
NOT TO EXCEED Contract Amount:	\$15,447.00	City Account #	Acct Code (5) Fund (3) Dept (4) Project (7) 52415-001-3043
Contract Type:	Firm Fixed Price (FFP)	Period of Performance:	20 Calendar Days from Notice to Proceed

1. INTRODUCTION

THIS FIRM FIXED PRICE (FFP) CONTRACT (“Contract”) is made and entered into this 4th day of February, 2021 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and EARTHWISE DEMOLITION (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: Demolition of Structures – 1326 Kiowa Street.

The Contractor did on the 5th day of January, 2021 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Schedule A - Proposal
3. Schedule B – Special Provisions
4. Schedule C – Demolition General Provisions

5. Schedule D – Scope of Work
6. Schedule E – Insurance Requirements

2. COMPENSATION/CONSIDERATION

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of \$15,447.00.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform demolition services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **20 Calendar Days** after the Notice-to-Proceed (“Period of Performance”) as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

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

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

5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

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

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be

limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.

- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

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

9. START AND CONTINUANCE OF WORK

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

10. APPROPRIATION OF FUNDS

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

of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

11. CHANGES

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

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

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

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

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

The Mayor of the City of Colorado Springs: Unlimited

12. ASSIGNMENT

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

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

13. CHOICE OF LAW

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

14. WORKERS' COMPENSATION INSURANCE

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

15. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the

award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

16. INDEPENDENT CONTRACTOR

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

17. APPLICABLE LAW AND LICENSES

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

18. PRIOR AGREEMENTS

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

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or

shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

21. THIRD PARTIES

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

22. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

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

- i. Contractor’s failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled

workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.

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

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable

to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

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

C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

23. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation.

The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

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

24. ILLEGAL ALIENS

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this Contract. The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation. If the Contractor violates or fails to comply with any provision of C.R.S. 8-17.5-101 et seq, the City may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

26. LABOR

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

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

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

27. GRATUITIES

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

be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.
- D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

29. ORDER OF PRECEDENCE

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

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

30. HEADINGS

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

31. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract other than those arising under Unanticipated Circumstances provisions (in section 107.27 of Schedule B General Construction Terms and Conditions) shall be addressed in the following manner:
- i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
 - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
 - v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
 - vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the

extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

32. DELIVERY

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

33. PAYMENTS

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

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

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

Each invoice must contain at least the following information:

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

34. INSPECTION OF SERVICES

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

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

available to the City during Contract performance and for as long afterwards as the Contract requires.

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

35. SECURITY

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

36. TIME IS OF THE ESSENCE

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

37. EMPLOYMENT OF LABOR

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

38. SALES TAX

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation

Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project.**

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

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

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

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

Our Registration Numbers are as follows:
City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

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

39. SEVERABILITY

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

40. LIABILITY OF CITY EMPLOYEES

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

41. USE OF CITY NAME OR LOGO

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

42. TRAVEL

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contract should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

43. ELECTRONIC SIGNATURES

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

44. APPENDICES

The following Appendices are made a part of this Agreement:


1. Schedule A – Proposal
2. Schedule B – Special Provisions
3. Schedule C – Demolition General Provisions
4. Schedule D – Scope of Work
5. Schedule E – Insurance Requirements


CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed.

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:	
	<i>16 Feb. 2021</i>
JEFFREY H. GREENE CHIEF OF STAFF	DATE

SECOND PARTY:	
Corporate Name <i>Earthwise Renovation</i>	
Signature 	Date <i>2/4/2021</i>
Title <i>Project Manager</i>	



The Good Guys at
EARTHWISE
 • DEMO • DUMPSTERS • JUNK REMOVAL

3890 Mallow Rd.
 Colorado Springs, Co. 80907
 DEMO: 719-599-3366 ROLL-OFF: 719-687-7900
 Email: bids@proearthwise.com
 www.thegoodguysatearthwise.com

Proposal Submitted to: Tyra Sandy

Attention: Tyra Sandy

Phone: : 719-385-5434

Fax:

Email:Tyra.Sandy@coloradosprings.gov

Project Name: 1330 w Kiowa St co springs

Location: 1330 w Kiowa St co springs

We hereby submit demolition specifications and estimates for ;

Date:1/05/2021

The Demolition and removal of a two story wood building approximately 2527 sqft including crawlspace and foundation. Existing front walk way back to the last step coming up the side walk.

Included: Scattered debris in the yard and in the house. Cut and cap utilities back to main line, clean backfill to fill the void (providing the source to the city) then seed and straw

Excavation Permit included.

Items Included	Y / N	Roll-Off Dumpsters available- 15's, 20's, 30's, 40's. Sign up for Loyalty Rewards Program & earn free Roll-Offs!
Permits / Fees	Y	Based on 1 mobilization to site. Additional equipment or mobilizations requested will have additional charges of \$900.00 ea.
Taxes	Y	
Work Comp & GL Ins.	Y	Exclusions but not limited to; testing & or abatement of hazardous friable/non-friable materials, engineering, swmp, BMPs, erosion/grading/control permits, traffic control, dust protection, noise control, temporary fencing/facilities/electric/water, unforeseen conditions, footers larger than 20" x 20" shall have additional charges, digging > 7' below grade, piers > 5' below grade, compaction testing, abandoned items underground, subgrade prep, water mitigation from surface or ground, tree protection, inlet/outlet protection, proctors for soil, mud/snow/frost removal, layouts, storm drainage protection, air monitoring, utility disconnects by us will be inside property only, liquidated damages. Jobsite must have adequate access. Saved for owner items will not be guaranteed against damage. Earthwise's Certificate of Insurance Limits shall govern. Definition of notes or specs is governed by our interpretation. No guarantee against damage to foundation walls or slab if they remain during demo. Items that may cost extra- SWMP, BMPs, Utility disconnects, chasing underground pipes, conduit, fire line, vapor barriers, non-friable roofs & non friable windows, xl footers, altering our intended means & method shall result in additional charges. GC/Owner assumes the responsibility to provide proof that structure & contents have been tested & cleared of ACM or Hazardous substances prior to Earthwise's contracted work. Area of scope must be cleared of all ACM/HCM prior to demo. In the event that a citation is written to Earthwise regarding the lack of this due diligence, then GC/Owner will assume full responsibility of all claims on citation. All exclusions on this proposal shall be applied to any contract written to Earthwise Demolition. BID PROPOSAL REFLECTS US HAVING ALL SALVAGE RIGHTS, OF INITIAL SITE VISIT.
Overtime Wages	N	
Haul away debris	Y	
Concrete slab < 5"	N	
Utl. Disconnects	Y	
Asphalt < 4"	N	
SWMP	N	
Building separation	N	
Trees & Root-balls	N	
Fill Dirt	N	
Compaction 85%	Y	
Compaction Testing	N	
Curb / Gutter	N	
Landscape	N	
Traffic Control	Y	
Prevailing wages	N	
Site Demo	N	
Seeding	Y	
Erosion Control	Y	
Non-Friable ACM	N	
Temp Fencing, Toilets	N	
Footers <20" x 2'	N	
Foundation/ Stem wall	Y	

We will provide the labor and Materials to complete the job for the sum of: \$15,447

Payment is due net 30 days from time demolition is completed. This proposal is valid for 30 days. In the event that payments are withheld for any reason, the GC/Owner shall be liable for attorney fees, interest, burden fees, and court cost until case is settled. Deviation from above specifications shall be in writing & approved prior to work starting. Signed agreements have contingencies but not limited to weather, accidents, Access or delays beyond our control. Retainage held longer than 120 days from demo completion are subject to a pre-lien & interest of 18%. If project is started prior to execution of *Subcontract Agreement* this proposal shall govern.

Signature of Acceptance :

Date :

SCHEDULE B – SPECIAL PROVISIONS

It is the intent of these Special Provisions to establish minimum Terms and Conditions for small construction type projects under \$100,000.00

B.0 TERMS AND CONDITIONS

The Standard Specifications for this project shall be the “**CITY OF COLORADO SPRINGS ENGINEERING DIVISIONS STANDARD SPECIFICATIONS**”, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety. The City of Colorado Springs Engineering Divisions Standards contains all of the Terms and Conditions that are applicable. It is the responsibility of each contractor to ensure they have a copy of the above mentioned standard specifications and understand the requirements therein. The document may be downloaded from the City website. Listed below are the special provisions of the aforementioned specifications. These terms and conditions shall be part of the resultant contract.

B.1 PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **20 Calendar Days** after the Notice-to-Proceed (“Period of Performance”) as per the specifications and drawings. For each calendar day that nay work shall remain incomplete after the end of the Contract period, the amounts designated below will be assessed, not as a penalty but as a predetermined and agreed liquidated damage. The Contractor shall not be assessed with liquidated damages nor the cost of Engineering and Inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of such delay to notify the Project Manager in writing of the causes of such delay, who shall ascertain the facts and the extent of delay, and findings of the facts thereon shall be final and conclusive.

Original Contract Amount	Damages Per Day
Less than \$50,000.00	\$300.00
\$50,000.00 - \$100,000.00	\$500.00

B.2 LICENSES AND PERMITS

Offerors must qualify for all licenses and permits required before commencing work.

SCHEDULE C – DEMOLITION GENERAL PROVISIONS

C.0 CITY CODE COMPLIANCE

This contract is to be carried out in accordance with Chapter 16 – Building, Article 5 – Dangerous Building Code of the City of Colorado Springs, 1980, as amended. The City Engineering Division will handle contract administration.

C.1 WORK INVOLVED

Demolition includes removal of all structures, vegetation, walls, fences, landscaping, trash, and debris from the site. Concrete footers and walls shall be completely removed and filled with soil to the grade of the property immediately adjacent to the structure. Backfill with a suitable material compacted to a minimum of 90% modified proctor or 95% standard proctor and shape to permit drainage. The selected contractor must place sufficient effort to seed, vegetate, and restore disturbed areas.

The contents of the items on site shall be properly disposed of, in accordance with State and County regulations, shall be removed and disposed of properly off site as part of this Contract.

Waste Management Midway Landfill Contact: Steve Eivins Facility: 719-382-8383 Cell: 719-243-0881	Fountain, CO	Industrial waste, special waste, non-friable and friable asbestos	Landfill	Current
Waste Management DADS Contact: Steve Derus Facility: 720-876-2622	Aurora, CO	Friable and non- friable asbestos containing materials	Landfill Monocell	Current Backup

The selected Contractor will be responsible to properly terminate all utilities associated within the property. The water, gas, and electric service lines should be moved to the property line. The sanitary sewer service line shall be removed and capped at the property line or as directed by Colorado Springs Utilities Inspector. The selected Contractor will be responsible to properly terminate all utilities full coordination and cooperation with Colorado Springs Utilities in accordance with CSU standards. No utilities or utility taps will be reused for future development of the site.

Site erosion control and final restoration and vegetation after removal of all structures following section 900 of the City Standard Specifications.

The lump sum price shall include removal of all outside structures including but not limited to sheds, landscaping, pavement, fencing, light pole foundations,

vegetation, driveways, and stairways. Special care shall be utilized when removing portions of fence adjoining the adjacent property.

C.2 SAFETY AND PROTECTION

The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury, or loss to:

- All employees on the job site and other persons who may be affected thereby
- All of the job site and the material and equipment to be incorporated therein, whether in storage on or off the job site

The design features and configuration of all equipment and facilities provided under this Contract shall fully conform to all applicable safety and/or health statuses.

The contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54; U.S.C. 33) and under William-Steiger Occupational Safety and Health Act (OSHA) of 1970 (PL 91-596; U/S/C/ 65, 657); and with any Federal, State, or Municipal safety laws or building codes which supplement or extend said regulations. The contractor shall comply with the "State of Colorado Industrial Commissions Rules and Regulations governing Trenches and Excavations" and the "City of Colorado Springs Barricading and Detour Manual" insofar as applicable. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in conflict with applicable laws.

The contractor shall designate a responsible member of its organization on the site whose duty shall be the enforcement of safety and health regulations. The name of such individual shall be posted in a conspicuous location.

Without limiting the contractor's full responsibility for the safety of the work, the contractor shall comply with and enforce all directives of the Project Manager or City Safety Director concerning site safety and security. If the Project Manager or City Safety Director, or their designated representatives become aware of failure to comply with applicable safety or health regulations, the Project Manager or City Safety Director or their designated representative may inform the contractor of the situation. The contractor then shall take immediate steps to remedy non-compliance.

C.3 ORDINANCES AND LEGAL REQUIREMENTS

The contractor shall conduct their work to conform to all municipal, state, and national regulations affecting said work. All requirements affecting loading, hoisting, etc. shall be strictly adhered to.

The contractor shall do all work in such a manner as to comply with all City ordinances, and laws of the City, County, State, and Nation as apply to the work outlined in this RFQ. The contractor shall also obtain all necessary licenses and permits prior to starting work, pay any other fees required, and keep necessary records as required.

Licenses and permits shall include, but not limited to, a **Class A or Class B wrecking contractor's license**, as applicable, and a **wrecking permit** for the property. The Pikes Peak Regional Building Department, 2880 International Circle, Colorado Springs, CO 80910 issues wrecking licenses and permits.

C.4 WORK AUTHORIZATION

The contractor will be authorized to proceed with the work after execution of the Contract by the City, submittal and approval of the required certificates of insurance, and obtaining the wrecking permit. In addition, the contractor is required to contact the Project Manager to arrange for a site meeting at start of the work.

C.5 WORK COMPLETION

All work shall be completed within 20 calendar days.

C.6 FINAL INSPECTION

Upon completion of the work, the contractor shall notify the Project Manager for a final inspection.

C.7 CONTRACT CANCELLATION

The City may cancel all, or a portion of the Contract at any time prior to start of work, upon notification to the contractor. The City will not be responsible for any alleged expenses or damages.

SCHEDULE D – SCOPE OF WORK

BACKGROUND

The project consists of the demolition and removal of the existing structure at 1326 W. Kiowa Street, legal description Lot 7, EX W. 25 feet Mosleys Subdivision of Sly 150 Feet of Block 54 West Colorado Springs, Colorado. Based on the County assessor's information the structure was built in 1899 and is a 2 story, approximately 2527 square feet structure with a crawl space.

The City does not own the property. Access to the property has to be acquired by warrant. Because of this process there will be a short turnaround time, from the time the City acquires a warrant to enter the property to when the structure will need to be demolished; approximately 3 weeks. The contractor will need to acquire a demolition permit from El Paso County Prior to activity on site. Fees cannot be waived for the permit.

Since the structure was constructed in 1899, the City contracted with Terracon Consultants to perform an asbestos survey. From the survey it was determined the popcorn ceiling in the middle room on the west side, the floor in the kitchen and back doors as well as the duct work in the wall that divides the two apartments contains asbestos. The City will contract the abatement of the structure separately.

The site can be accessed from the alley in the back of the structure.

The contractor will need to provide temporary BMP's necessary to contain sediment on the site during demolition and remove BMP's once the site is final graded, seeded and mulched (per Section 900 of the City of Colorado Springs Standard Specifications).

The contractor will need to coordinate and work with CSU on the removal of the existing Utilities. It should be anticipated the wet utilities will need to be removed to main lines. Based on information from CSU the wet utilities run through the alley. Electric is overhead and connects to the utility pole in the alley. Gas runs through the street. It should be anticipated gas line will need to be removed to the property line and the electric service line will likely be removed to the utility pole in the alley.

STRUCTURES

The Contractor shall remove all structures. Structures consist of buildings, including attached improvements which could primarily be used as a residential dwelling or for commercial or warehouse purposes.

The demolition, removal and disposal of structures shall include but not limited to the following:

Buildings and improvements, foundations, decks, debris, attached canopies, ramps, basements, all wiring, plumbing, conduit, sprinklers, slabs, porches, chimneys, utility disconnections, all personal property, steps, piers, fixtures and equipment.

POTABLE WATER, FIRE MAINS AND SANITARY SEWER COMMON ITEMS

Remove all utilities, wet utilities (water and waste waters) shall be removed to the main line, dry utilities (gas and electric) shall be removed to the property line if underground and to the pole (electric only) if above ground.

FOUNDATIONS/SLABS

The Contractor shall remove all foundations and slabs. Foundations and slabs include concrete structures that are part of any outbuildings, and that are independent of any buildings or sign posts, are underground, above-ground or partially exposed. This includes, but not limited to patios, concrete shed floors, and isolated foundations.

WOOD DECKS/BRIDGES

The Contractor shall remove all wood decks and/or bridges, including those which are freestanding or attached to a structure and that are not included in the demolition of the residential structure.

OUTBUILDINGS

All outbuildings shall be demolished and/or removed. This includes, but is not limited to, metal utility buildings, doghouses, workshops, sheds and barns.

All parts of the structure shall be removed, including all attachments and supporting structures. Slabs and foundations shall be removed per this attachment.

CANOPIES

The Contractor shall remove all freestanding canopies, which are those freestanding structures with an overhead covering that is supported by a means other than walls.

DEBRIS REMOVAL

The Contractor shall remove any miscellaneous debris material that may be separate from improvements already authorized for removal. Debris includes but is not limited to trees, rubbish, vegetation, masonry, wood, tires and metal.

SITE GRADING

The Contractor shall fill all holes and cavities with clean compactable fill. After all demolition is complete the site shall be graded flat and revegetated.

WET DEMOLITION/NON-WET DEMOLITION

The Contractor shall keep the structure adequately wet at all times during the demolition. "Adequately wet" means sufficiently wetted to prevent any visible emissions, such as dust during and after the demolition.

The Contractor shall be responsible for providing an adequate water supply for all wet demolitions. Where City water is available, the Contractor must arrange for the use of fire hydrants with Colorado Springs Utilities. A fire hose and spray nozzle or a high volume water hose must be used to adequately wet materials during wet demolitions.

Debris resulting from a wet demolition does not have to be sealed in leak tight containers or wrapped but may be transported and disposed of in bulk as construction debris. All other demolition debris shall be disposed of at appropriate landfill facilities.

SCHEDULE E – INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City’s solicitation package, Special Provisions, or Standard Specifications.

1.	X	Commercial General Liability for limits not less than \$1,000,000 combined single limit with \$2,000,000 aggregate for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2.	X	Workers’ Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4.	X	Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.

Except for workers’ compensation and employer’s liability insurance, the **City of Colorado Springs must be named as an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days’ notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature)

(Date)



Colorado Department
of Public Health
and Environment

DEMOLITION NOTIFICATION APPLICATION FORM

APPLICATION FEE MUST ACCOMPANY THIS FORM
INCOMPLETE APPLICATIONS WILL BE RETURNED

(Notice will be mailed to the demolition contractor unless specified otherwise)

Fee: \$50 + \$5 per 1000 ft² of area to be demolished = \$ _____
(See instruction #1 on reverse side)

Submit form to:
Permit Coordinator
Colorado Dept. of Public
Health and Environment
APCD-IE-B1
4300 Cherry Creek Drive
South
Denver, CO 80246-1530
Phone: 303-692-3100
Fax: 303-782-0278
Asbestos@state.co.us

Demolition Contractor	Company Name: Earthwise		Building Name: NA		
	Street: 3890 Mallow Road		Square footage of footprint of facility or portion of facility to be demolished 2527 sf		
	City: Colorado Springs	State: CO	Zip Code: 80907	Street: 1326 W. Kiowa Street	
	Telephone # (719)-599-3366	Fax # NA	City: Colorado Springs		Zip Code: El Paso
	Project Manager: Pamela Klosky	Cell Phone # (719)209-7809	Proposed Start Date May 3, 2021		Proposed Completion Date May 31, 2021
	I certify that the Certified Asbestos Building Inspector has informed me about any remaining asbestos-containing materials in the facility to be demolished.				
	Signature:		Print Name:		

Asbestos Removal Contractor	General Abatement Contractor (GAC) Colorado Hazard Control		Owner's Name: Joseph David Greave		
	CDPHE Asbestos Permit # Not Yet Issued	Total Quantity of Asbestos Removed 470	Street: 2613 Solar Wind Drive		
	Date Removal Completed 4/15/2021	Telephone # (719)547-2787	City: Colorado Springs	State: CO	Zip Code: 80904
	Type(s) of Asbestos-Containing Material Removed: linoleum and duct wrap		Contact's Name: Tyra Sandy (City of Colorado Springs)		Telephone # 719-385-5434

Certified Asbestos Inspector Certification	With my signature below, I certify that I possess current AHERA accreditation and state of Colorado certification as an Asbestos Building Inspector. I also certify that I have thoroughly inspected the facility to be demolished, as listed in the Demolition Site block above, sampled all suspect materials, had all samples analyzed for the presence of asbestos by a NVLAP-accredited laboratory, and have determined that no Regulated ACM exists anywhere in the facility.* I also certify that I have informed the owner/operator of the facility or the demolition contractor that any asbestos-containing material allowed to stay in the facility must remain non-friable during demolition. Specify type(s) of ACM remaining, below: (check appropriate box(es)) :				
	<input type="checkbox"/> Vinyl asbestos floor tile (VAT) <input type="checkbox"/> VAT mastic <input type="checkbox"/> Tar/asphalt impregnated roofing <input type="checkbox"/> Asphaltic pipe coatings <input type="checkbox"/> Spray-applied tar coatings <input type="checkbox"/> Caulking <input type="checkbox"/> Glazing <input type="checkbox"/> Other, specify:				
	Signature: (In Blue Ink) 		Printed Name: John Harness		

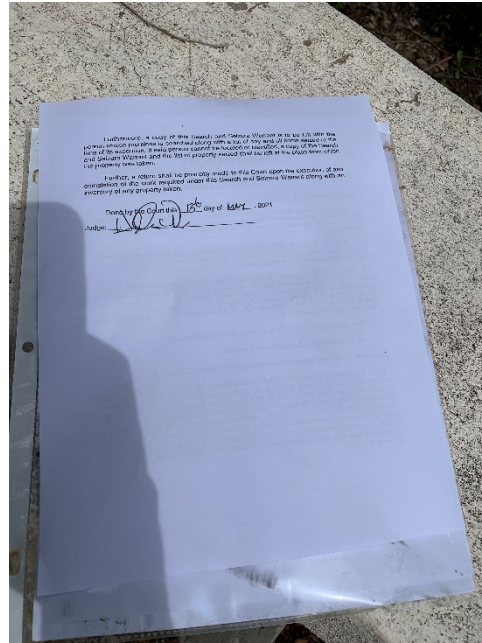
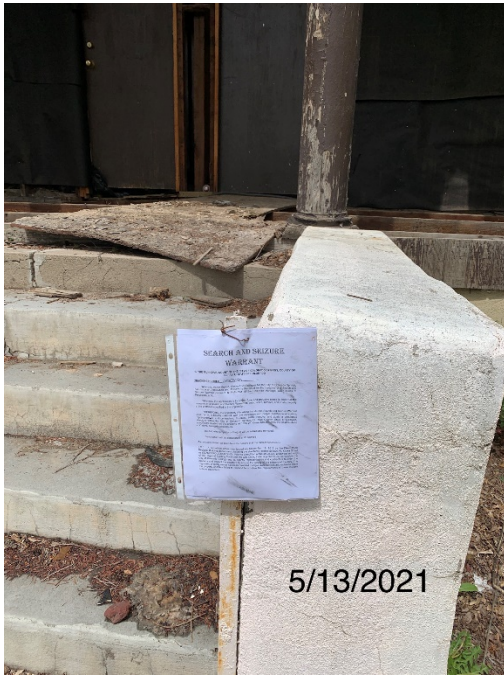
Building Owner or Contractor	I verify that all refrigerants from air conditioning/refrigeration appliances have been properly recovered in accordance with AQCC Regulation No. 15 (for information on CFC requirements call 692-3100). I further verify that all luminous exit signs (containing radioactive material) have been disposed of in accordance with 6 CCR 1007-1 subpart 3.6.4.3 (for information on luminous exit sign requirements call 303-692-3320).				
	CHECK THE APPROPRIATE BOX:				
	<input type="checkbox"/> Building Owner	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other	Date:	

THIS BOX IS FOR CDPHE USE ONLY:				
Postmark or Hand Delivery Date:	Approved By:	Code: <input type="checkbox"/> initial-310 <input type="checkbox"/> transfer-380		
Form of Payment & #:	Permit #:	Record #:	Date Issued:	

* Regulated asbestos-containing materials means (a) friable asbestos-containing material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting or abrading or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this regulation. Note: Asbestos-containing sheet vinyl and linoleum must be properly abated/removed prior to demolition.

Demolition

5-13-2021

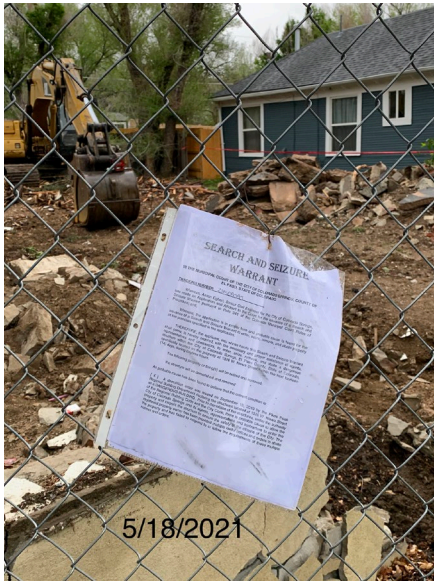


5-14-2021

5-17-2021



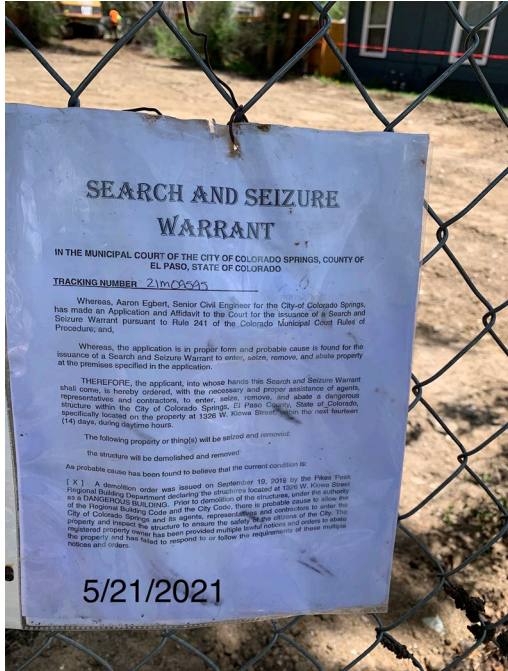
May 18, 2021



May 19, 2021



May 21, 2021



**SEARCH AND SEIZURE
WARRANT**

IN THE MUNICIPAL COURT OF THE CITY OF COLORADO SPRINGS, COUNTY OF
EL PASO, STATE OF COLORADO

TRACKING NUMBER 21MCR093

Whereas, Aaron Egbert, Senior Civil Engineer for the City of Colorado Springs has made an Application and Affidavit to the Court for the issuance of a Search and Seizure Warrant pursuant to Rule 241 of the Colorado (Municipal Court) Rules of Procedure; and,

Whereas, the application is in proper form and probable cause is found for the issuance of a Search and Seizure Warrant to enter, seize, remove, and abate property at the premises specified in the application.

THEREFORE, the applicant, into whose hands this Search and Seizure Warrant shall come, is hereby ordered, with the necessary and proper assistance of agents, representatives and contractors, to enter, seize, remove, and abate a dangerous structure within the City of Colorado Springs, El Paso County, State of Colorado, specifically located on the property at 1308 W. Kovee Street, on the next fourteen (14) days, during daytime hours.

The following property or thing(s) will be seized and removed:

the structure will be demolished and removed

As probable cause has been found to believe that the current condition is:
[X] A demolition order was issued on September 10, 2018 by the Pitkin Peak Regional Building Department declaring the structure located at 1308 W. Kovee Street as a DANGEROUS BUILDING. Prior to demolition of the structure, under the authority of the Regional Building Code and the City Code, there is probable cause to enter the City of Colorado Springs and its agents, representatives and contractors to enter the property and remove the structure to ensure the safety. In the absence of the City, the registered property owner has been provided multiple verbal notices and orders to abate the property and has failed to respond to or follow the requirements of these multiple notices and orders.

5/21/2021

May 24, 2021



**REPORT AND INVENTORY LIST RELATED TO WARRANT ISSUED 14 DECEMBER 2020 AT 1326 W.
KIOWA ST., COLORADO SPRINGS, COLORADO**

Date Warrant Executed: March 2, 2021

Narrative of Actions Taken: On March 2, 2021, the Court issued a Search and Seizure Warrant to enter and remove hazardous materials in a dangerous structure located at 1326 W. Kiowa Street in Colorado Springs. The Warrant was posted on the Property (see "Exhibit A") and also mailed to the registered property owner. Since then, during daylight hours the City's contractor has entered the property and sampled materials (see "Exhibit B").

Items Seized:

None

6/30/2021

Aaron Egbert
City Engineering
Senior Engineer

Date

REVISED 6-30-2021

REPORT AND INVENTORY LIST RELATED TO WARRANT ISSUED 13 MAY 2021 AT 1326 W.
KIOWA ST., COLORADO SPRINGS, COLORADO

Date Warrant Executed: May 13, 2021

Narrative of Actions Taken: On May 13, 2021, the Court issued a Search and Seizure Warrant to enter and remove hazardous materials in a dangerous structure located at 1326 W. Kiowa Street in Colorado Springs. The Warrant was posted on the Property (see "Exhibit A") and also mailed to the registered property owner. Since then, during daylight hours the City's contractor has entered the property and sampled materials (see "Exhibit B").

Items Seized:

59.56 tons of material was removed from the property and taken to the fountain landfill. Attached are the load tickets for the removal of material.

Approximately 8 tandem truckloads (approximately 17 tons per truck) of fill material was brought on to the site to fill in the void from the foundation removal.



6/30/2021

Aaron Egbert
City Engineering
Senior Engineer

Date

FOUNTAIN LANDFILL
P.O. 31639
COLORADO SPRINGS, CO 80931

000367 Earthwise Enterprises Roll Off
3890 Mallow Rd
Colorado Springs CO 80907

SITE	TICKET	GRID	WEIGHMASTER	
01	00526812	K05052021	ROSE H	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE
05/17/21	05/17/21	15:01	15:01	6531EL
REFERENCE		ORIGIN		
MACK 15				
				ROLL OFF
				400T

Scale 1 Gross Wt. 50800 LB
Stored Tare Wt. 34610 LB
Inbound - Charge ticket

QTY	Net Weight	DESCRIPTION	LB	RATE	EXTENSION	FEE	TOTAL
8.10	TON	Construction/ton					
			16190				

6AM-5PM M-F 7AM-12PM SAT. By signing I certify the load contains no haz waste, electronics, unapproved asbestos, tires, liquids or medical waste. I release Waste Connections from liability for damages. 719-382-9661

Truk/Driver FRANK
LOCATION 1326 W KIOWA

NET AMOUNT

TENDERED
CHANGE
CHECK NO.

FOUNTAIN LANDFILL
P.O. 31639
COLORADO SPRINGS, CO 80931

000367 Earthwise Enterprises Roll Off
3890 Mallow Rd
Colorado Springs CO 80907

SITE	TICKET	GRID	WEIGHMASTER	
01	00526886	K05052021	NICOLLE C	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE
05/18/21	05/18/21	09:26	09:26	653IEL
REFERENCE		ORIGIN		
MACK 15		400T		

QTY	Net Weight	DESCRIPTION	Scale 1 Gross Wt.	Scale 1 Stored Tare Wt.	57560	34610	LB	LB	Inbound - Charge ticket	RATE	EXTENSION	FEE	TOTAL
11.48	TON	Construction/ton											

6AM-5PM M-F, 7AM-12PM SAT. By signing I certify the load contains no haz waste, electronics, unapproved asbestos, tires, liquids or medical waste. I release Waste Connections from liability for damages. 719-382-9661

Truk/Driver FRANK
LOCATION 1326 W KIOWA

NET AMOUNT
TENDERED
CHANGE
CHECK NO.

FOUNTAIN LANDFILL
P.O. 31639
COLORADO SPRINGS, CO 80931

000367 Earthwise Enterprises Roll Off
3390 Mallow Rd
Colorado Springs CO 80907

SITE	TICKET	GRID	WEIGHMASTER			
01	00526917	K05052021	ROSE H			
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF	
05/18/21	05/18/21	12:19	12:19	6531EL	400T	
REFERENCE		ORIGIN				
MACK 15						

QTY.	Net Weight	DESCRIPTION	LB	Manual Gross Wt.	57000	LB	Stored Tare Wt.	34610	LB	Inbound - Charge ticket	TOTAL
11.20	TON	Construction/ton									
			22390								

6AM-5PM M-F, 7AM-12PM SAT By signing I certify the load contains no haz waste, electronics, unapproved asbestos, tires, liquids or medical waste. I release Waste Connections from liability for damages. 719-382-9661

TrukDriver FRANK
LOCATION 1326 W KIOWA

NET AMOUNT

TENDERED
CHANGE
CHECK NO.

FOUNTAIN LANDFILL
 P.O. 31639
 COLORADO SPRINGS, CO 80931

000367 Earthwise Enterprises Roll Off
 3890 Mallow Rd
 Colorado Springs CO 80907

SITE	TICKET	GRID	WEIGHMASTER			
01	00527009	K05052021	NICOLLE C			
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF	
05/19/21	05/19/21	08:26	08:26	6531EL	400T	
REFERENCE		ORIGIN		MACK 15		

QTY.	Net Weight	DESCRIPTION	LB	Manual Gross Wt.	56160	LB	Stored Tare Wt.	34610	LB	Rate	Inbound - Charge ticket	EXTENSION	FEE	TOTAL
10.73	TON	Construction/ton												
			21550											

6AM-5PM M-F, 7AM-12PM SAT. By signing I certify the load contains no haz waste, electronics, unapproved asbestos, tires, liquids or medical waste. I release Waste Connections from liability for damages. 719-382-9661

Truck/Driver FRANK
 LOCATION 1326 W KIWONA

NET AMOUNT

TENDERED
 CHANGE
 CHECK NO.

FOUNTAIN LANDFILL
P.O. 31639
COLORADO SPRINGS, CO 80931

000367 Earthwise Enterprises Roll Off
3390 Mallow Rd
Colorado Springs CO 80907

SITE	TICKET	GRID	WEIGHMASTER	
01	00527049	K05052021	NICOLLE C	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE
05/19/21	05/19/21	10:49	10:49	6531EL
REFERENCE		ORIGIN		ROLL OFF
MACK 15		400T		

QTY.	Net Weight	DESCRIPTION	Manual Gross Wt.	Stored Tare Wt.	LB	LB	Inbound - Charge ticket	RATE	EXTENSION	FEE	TOTAL
18.00	TON	Construction/ton	70600	34610	LB	LB					
				35990	LB						

6AM-5PM M-F, 7AM-12PM SAT. By signing I certify the load contains no haz waste, electronics, unapproved asbestos, tires, liquids or medical waste. I release Waste Connections from liability for damages. 719-382-9661

Truk/Driver FRANK
LOCATION 1326 W KIOWA

NET AMOUNT
TENDERED
CHANGE
CHECK NO.



The Good Guys at
EARTHWISE
 DEMO • DUMPSTERS • JUNK REMOVAL

Invoice

Date	Invoice #
5/26/2021	40108

Phone: 719-599-3366
 Fax: 719-358-6059
 Email: Summer@proearthwise.com
 Website: www.thegoodguysatearthwise.com

Bill To:
 City of Colorado Springs
 30 S Nevada Ave., Ste 201
 Colorado Springs, CO 80903

**Please Remit to: Earthwise Demolition
 3890 Mallow Rd. Colorado Springs CO 80907**

Project			Terms
D21-10 1326 W. Kiowa			Net 30
Description	Quantity	Rate	Amount
Remove and haul away structure and foundation in its entirety		15,447.00	15,447.00
THANK YOU - WE REALLY APPRECIATE YOUR BUSINESS! NET 30 DAYS: Please send payment within 30 days of receiving this invoice. Customer will incur a daily late fee of \$5.00 every day on all unpaid balances should account go beyond Net 30. PAYMENT DUE UPON RECEIPT: Please send payment upon receiving this invoice. Customer will incur a monthly late fee of \$5.00 every day on all unpaid balances, should account go beyond Net 30.			Total \$15,447.00 Payments/Credits \$0.00 Balance Due \$15,447.00



CITY OF COLORADO SPRINGS
PUBLIC WORKS DEPARTMENT

To: Renovation Management Group 106, LLC
2604 E Serendipity Circle
Colorado Springs CO, 80917-3906

CERTIFIED MAIL

Joseph David Graeve
2613 Solar Winds Drive
Colorado Springs, CO 80904

CERTIFIED MAIL

Date: June 28, 2021

Re: NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENT

To Whom It May Concern,

On September 19, 2019, notification was sent by the Regional Building Department to the City of Colorado Springs that the property listed below was in violation of the Building Code of the City of Colorado Springs.

The notice also stated that if the rehabilitation or demolition of this building was not completed within in the prescribed time, the City would proceed to have the work completed, billed to you, the property owner, and assessed against the property if not paid.

On or before May 25, 2021, abatement of the violation was accomplished pursuant to a City Contract. The total cost of the demolition was \$44,560.80. A public hearing on a request for a special assessment will be conducted by the City Council during its Regular Meeting on July 13, 2021, which commences at 10 a.m. in the Blue River Room, located at 121 South Tejon Street, 5th Floor, Colorado Springs, Colorado 80903. The proposed special assessment is in the amount of \$44,560.80, plus a 25% surcharge as provided in City Code, for a total amount of \$55,701.00, as set forth below.

Work Description	Address/Location	Tax Schedule No.	Cost
Hazardous Materials Survey and Abatement Plan	1326 W. Kiowa Street	7412326024	\$6,040.80
Asbestos Abatement	1326 W. Kiowa Street	7412326024	\$23,073.00
Demolition	1326 W. Kiowa Street	7412326024	\$15,447.00
25% Surcharge			\$11,140.20
Total			\$55,701.00



CITY OF COLORADO SPRINGS
PUBLIC WORKS DEPARTMENT

Any protests or objections to the creation of the special assessment shall be filed in writing with the City Clerk at the City Administration Building, 30 South Nevada Avenue, Suite 101, Colorado Springs, CO 80903. Written protests or objections must be filed with the City Clerk prior to July 13, 2021. During the Public Hearing, the City Council will hear the protests or objections before considering the passage of a Special Assessment Ordinance.

Sincerely,

Gayle Sturdivant,
City Engineer/Deputy Public Works Director

Sarah B. Johnson
City Clerk

cc:
Rodger N. Lovell, Regional Building Official
City Attorney's Office